

ORDINANCE NO. 82-6

AN ORDINANCE AUTHORIZING CENTRAL ILLINOIS PUBLIC SERVICE COMPANY, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN A 138 KV WYE MULTIGROUNDED TRANSMISSION LINE IN THE VILLAGE OF CHATHAM, COUNTY OF SANGAMON, STATE OF ILLINOIS, AND AUTHORIZING THE EXECUTION OF A JOINT POLE USE AGREEMENT WITH CENTRAL ILLINOIS PUBLIC SERVICE COMPANY.

BE IT ORDAINED BY THE TRUSTEES OF THE VILLAGE OF CHATHAM, COUNTY OF SANGAMON AND STATE OF ILLINOIS:

SECTION 1. There is hereby given and granted to Central Illinois Public Service Company, its successors and assigns, hereinafter referred to as "Grantee", the ~~right~~, privilege and authority to construct, operate, and maintain within the corporate limits, as the same now exists or may hereafter be extended, of the Village of Chatham, hereinafter referred to as "Municipality", a 138 KV Wye multigrounded electric transmission line together with the right, privilege and authority to erect, construct, operate and maintain all necessary poles, conductors, wires, conduits and apparatus in, along, over, under and across the streets, avenues, alleys and public places as needed along a route paralleling the abandoned railroad right-of-way South of Spruce Street and Route 4 as it lies North of Spruce Street.

SECTION 2. All poles and other equipment placed or installed under this ordinance in streets, alleys, avenues and other public places, shall be so placed as not to interfere ~~unnecessarily~~ with travel on such streets, alleys, avenues and other public places. All poles and other equipment placed or installed under this ordinance shall be so located as not to injure ~~unnecessarily~~ any pipes, conduits, sewers, drains or other like public improvements, and said Grantee shall forthwith repair any damage caused to such improvements to the satisfaction of the official or officials of said Municipality having charge of the supervision thereof and in default thereof said Municipality may repair such damage and charge the costs thereof to, and collect the same from, the Grantee.

SECTION 3. The Mayor and Village Clerk of the Village of Chatham are hereby authorized and directed to execute and deliver for and on behalf of the Village of Chatham the Joint Pole Use Agreement between Central Illinois Public Service Company and the Village of Chatham, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof.

SECTION 4. All provisions of this ordinance which are obligatory upon and which inure to the benefit of said Grantee shall also be obligatory upon and shall inure to the benefit of Grantee's successors or assigns, and the word "Grantee", whenever used in this ordinance, shall mean and include not only the Central Illinois Public Service Company, but also its successors and assigns.

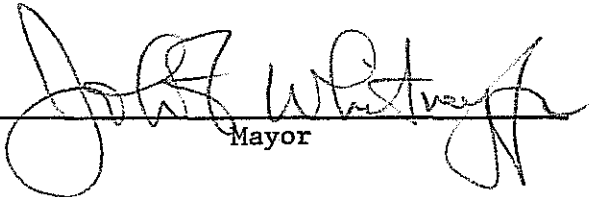
SECTION 5. All rights, privileges and authority granted by this ordinance shall, upon its acceptance by Grantee in the manner hereinafter provided, be and remain in full force and effect for and during the term of forty (40) years from and after its passage and approval.

SECTION 6. All ordinances, or parts of ordinances, in conflict herewith, are hereby repealed.

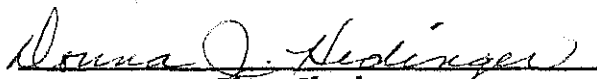
SECTION 7. This ordinance shall be in full force and effect from and after its passage, approval and, if necessary, its recordation.

Passed 3-23, 1982
Approved 3-23, 1982
Recorded _____, 19__

VILLAGE OF CHATHAM

BY: 
Mayor

Attest:


City Clerk

(SEAL)

JOINT USE POLE AGREEMENT BETWEEN CENTRAL ILLINOIS PUBLIC SERVICE COMPANY
AND THE VILLAGE OF CHATHAM

This Agreement made and entered into this *23* day of *Nov.*, 1982,
between Central Illinois Public Service Company, hereinafter called Service
Company and the Village of Chatham, hereinafter called Village.

W I T N E S S E T H

That whereas, Village has an electric line which extends Northerly and
Southerly through the Village of Chatham along the right of way lines of Main
Street (Rte. 4) as it extends through Section Twelve (Sec.12), Township Four-
teen North (T.14.N.), Range Six West (R.6.W.) of the Third Principal Meridian
(3rd P.M.), Sangamon County, Illinois, and,

Whereas, Service Company desires to construct an electric line as shown
on Sheets 5 through 7 of the attached Print File No. A-3357-J and,

Whereas, Service Company is agreeable that all Service Company attachments
will be in conformity with the proper separation and clearances specified under
the Rules for Construction of Electric Power and Communication Lines as pre-
scribed by Illinois Commerce Commission General Order 160 Revised and the
current Edition of the National Electric Safety Code as applicable to the
Village.

N O W T H E R E F O R E

It is hereby agreed by and between the parties hereto as follows:

1. Service Company shall furnish and install all poles, crossarms,
wires, brackets, guy wires and anchors required for Service Company facil-
ities. Also Village shall furnish and install all poles, crossarms, brackets,
down guys and anchors of the Village and transfer the Village's conductors
onto the poles shown on said Print File No. A-3357-J.

2. Upon the completion of the initial construction of said line shown on said drawing, or at another time mutually agreed upon by both parties herein named, Service Company shall reimburse Village for all its costs incurred in performing its obligations under Paragraph One (1) of this agreement.

3. Subsequent to the initial construction of said line, if Service Company requires a taller or stronger pole or poles, then replacement will be at the expense of Service Company, and if Village requires more space than the initially installed pole or poles provide, Service Company shall replace said pole or poles with taller or stronger poles at the cost and expense of Village including all costs for transferring then existing facilities.

4. The replacement cost for poles or pole for any reason other than stated in No. 3 above shall be on the basis of 65 percent of actual cost to be borne by Service Company and 35 percent of actual cost to be borne by Village for poles as shown on the attached Print A-3357-J.

5. Each party to this agreement will furnish its own right-of-way for said installation or attachments including initial and/or subsequent guying of poles.

6. It is understood and agreed that either of the parties to this agreement may hereafter affix to the poles constructed, as shown on attached Print A-3357-J, and placed in accordance with the provisions of this agreement, transformers, service wires and other facilities needed or advantageous for supplying electric service to the respective customers of the parties to this agreement as the parties are permitted or required to serve customers under the provisions of the "Electric Suppliers Act" of the State of Illinois, or agreements entered into under the provisions of said act.

7. Each of the parties shall indemnify and save harmless and reimburse the other party for, from and against any and all claims, damages and injuries

(including death) or loss to person or property arising from, growing out of or in any manner or degree, directly or indirectly caused by or attributable to or resulting from the exercise of the rights herein granted or the use of a joint pole herein mentioned or the area surrounding said pole caused by its sole negligence.

8. Each of the parties shall indemnify and save harmless and reimburse the other party for, from and against any and all claims, damages, injuries (including death) of its own employees, officers or agents or damage to its own property that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.

9. This agreement shall extend to and be binding upon the successors and assigns of the parties hereto, and shall continue in full force and effect until terminated by either party giving to the other party not less than six months written notice of its intention to discontinue, terminate, and abandon the use of said poles. Upon the giving of such notice by Village to Service Company, Village shall remove all of its facilities from the poles of Service Company within the period specified in said notice leaving said poles for the full and unrestricted use of Service Company. Upon the giving of such notice by Service Company to Village, Service Company shall remove within the time specified in said notice all of its facilities at its sole cost and expense except that in the event of the giving of such notice by Service Company to Village, Service Company shall either (1) leave all poles in place, and such poles shall become and remain the sole and absolute property of Village, or (2) reimburse Village for all of its cost and expense in replacing such poles and the transfer of its facilities to such replacement poles, and which cost and expense shall include all cost of material, labor and overhead expenses.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective corporate names, by their officers thereunto duly authorized, and have caused their respective corporate seals duly attested to be affixed hereto, the day and year first above written.

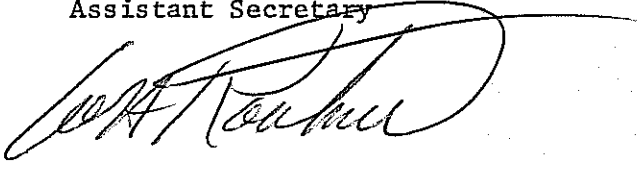
CENTRAL ILLINOIS PUBLIC SERVICE COMPANY

BY CS Logan
Vice President

VVP
3/29/82

Attest:

Assistant Secretary



VILLAGE OF CHATHAM

BY John W. Luttrell
Mayor

Attest:

City Clerk

