

CHAPTER 26

ELECTRICITY

26.01 AUTHORIZING COMMONWEALTH EDISON COMPANY (PUBLIC SERVICE COMPANY DIVISION), ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC LIGHT AND POWER SYSTEM IN AND THROUGH THE VILLAGE OF JOHNSBURG, MCHENRY COUNTY, ILLINOIS.

A. That the right, permission and authority be and the same are hereby granted to Commonwealth Edison Company (Public Service Division), an Illinois corporation, its successors and assigns, (hereinafter referred to as the “Grantee”), to construct, operate and maintain in and through the Village of Johnsburg (hereinafter referred to as the “Municipality”), in the County of McHenry, and State of Illinois, for a term of fifty years (50), a system for the production, transmission and other purposes within and outside the corporate limits of the Municipality, and to construct, operate and maintain all such poles, wires, conduits and other apparatus and equipment as may be necessary or convenient for such system in, upon, along, over, across, above and under each and all of the streets, alleys, avenues, and other public places in the Municipality, subject to the conditions and regulations hereinafter set forth.

B. All poles and wires erected hereunder shall be placed in alleys wherever practical so to do, and shall be placed, not to interfere unnecessarily with travel on such streets, alleys, avenues and other public places, and shall be erected under the supervision of the Committee on Streets and Alleys of the Municipality, or such other duly authorized agent as the Village Board may from time to time designate. All poles erected under this ordinance shall be not less than twenty-five (25) feet in height, and shall be so located as not to injure unnecessarily any drains, sewers, catch basins, water pipes, pavements, or other like public improvements, but should any drain, sewer, catch basin, water pipe, pavement or other like public improvements, be injured by such location, the Grantee shall forthwith repair the damage caused by such injury to the satisfaction of the Committee on the Streets and Alleys of the Municipality, or such other duly authorized agent, and in default thereof the Municipality may repair damage and charge the cost thereof, to, and collect the same from the Grantee.

Said Committee on Streets and Alleys, or such other duly authorized agent, of the Municipality is hereby authorized and directed to call upon the Grantee to, and the Grantee may of its own accord, cause the trees growing upon or overhanging all of the streets, alleys, avenues and other public places in the Municipality upon which electric light or power line are erected hereunder to be trimmed from time to time in the same manner that there shall be a proper clearance between the nearest wires on said lines and any portion of the trees. Said trees shall be so trimmed that none of the branches, twigs

or leaves of said trees shall come in contact with or in any way interfere with the wires or other equipment upon said lines. Said trees shall be trimmed under the supervision of said Grantee and Committee on Streets and Alleys, or such other duly authorized agent, of the Municipality, by and at the expense of the Grantee.

All abandoned poles shall be removed as soon as the use thereof is discontinued. All poles shall be set in straight lines so far as possible and practical, and all overhead wires, conductors and cables shall, so far as practical, be kept at least eighteen (18) feet above the level of the ground.

The Municipality shall have the right to the use of one cross arm on the poles of the Grantee for the police and fire alarm service wires of the Municipality, provided that any such cross arms and wires of the Municipality shall be so placed and maintained by the Municipality, under the direction of the Grantee, as not to interfere with wires of said Grantee.

The Grantee shall be subject to all reasonable regulations which may now or hereafter be prescribed by general ordinance of the Municipality with respect to the use of the public streets, alleys, avenues and other public places of the Municipality.

C. When at any time hereafter any house or building shall be moved by permission of the Municipality, or its proper officers, along, across or upon any of the streets, alleys, avenues or other public places of the Municipality, the Grantee, its successors and assigns, shall upon receiving written notice from the Municipality to that effect, and within the twenty-four (24) hours after receiving such written notice, so cut, remove or adjust its said wires and/or poles that the same will in no way interfere that such cutting, removing and /or adjusting of said wires and poles shall be done at such time of day or night as will least interfere with the public use by the Grantee of such wires and poles for the benefit of the inhabitants of the Municipality and the successful operation of the Grantee's electric light and power system. All questions as to the time when any of said wires and poles shall be so cut, removed or adjusted for the purpose aforesaid shall be decided by the Municipality, or its proper officers and such decision shall be final.

D. The Grantee shall indemnify, become responsible for, and forever save harmless the Municipality from any and all judgments, damages, decrees, costs and expenses, including attorney's fees, which the Municipality may legally suffer or incur or which may be legally obtained against the Municipality by Grantee pursuant to the terms of this Chapter or legally resulting from the exercise by the Grantee of any of the privileges herein granted, and as additional security therefore, the Grantee shall during the life of this Chapter, keep on file with the Village Clerk a good and sufficient bond in the penal sum of \$5,000.00 conditioned to protect and indemnify the Municipality as in this section provided, and said bond shall be subject to the approval of the Village Board, and the Municipality shall have the right from time to time, whenever in the opinion of the said Village Board the same may be necessary, to require the Grantee to renew or provide additional or other necessary security on said bond.

E. After the passage of this Ordinance and within thirty (30) days after passage, this Ordinance, if accepted, shall be accepted by the Grantee by its filing with the Village Clerk an unconditional written acceptance hereof, to be duly executed according to law, and a failure of the Grantee to so accept this ordinance within said period of time shall be deemed a rejection hereof by the Grantee, and the rights and privileges herein granted shall after the expiration of said period of thirty (30) days, if not so accepted, absolutely cease and determine, unless said period of time shall be extended by the Municipality by ordinance duly passed for that purpose and before the expiration of said period of thirty (30) days.

F. All provisions of this ordinance which are obligatory upon, or which inure to the benefit of, said Commonwealth Edison Company (Public Service Company Division) shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of said corporation; and the word "Grantee" wherever appearing in this Chapter shall include and be taken to mean not only said Commonwealth Edison Company (Public Service Company Division), but also each and all of such successors and assigns.

G. This Chapter, if accepted by the Grantee as hereinabove provided, shall be in full force and effect on and after its passage and shall from and after the effective date, supersede, cancel and be in lieu of any and all other existing or prior grants of right, permission and authority to said Grantee or any predecessor companies or assignors of the Grantee to contract, operate and maintain any system for the production, transmission, distribution and sale of electricity for lighting, heating power and other purposes within this Municipality.