



## AGENDA

### PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: November 24, 2025 at 5:30 PM  
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

- A. Call to Order**
- B. Approval of Minutes**
  - 1. Minutes 11-3-2025
- C. Public Comment**
- D. New Business**
  - 1. Bid Opening and Approval of Janitorial Contract
  - 2. Right of Way Use License and Fiber Optic Cable Agreement between the Village of Western Springs and MCImetro Access Transmission Services, LLC (MCImetro/Verizon)
- E. Other Business**
- F. Schedule Next Committee Meeting**
- G. Adjournment**

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact Jill Izzo at 708-246-1800, extension 127.

**Properties and Recreation Committee Meeting  
Monday, November 3, 2025, 5:15PM  
Village Board Room  
740 Hillgrove Western Springs, IL 60558**

**Call to Order: 5:16 p.m.**

Chair Phil Nawrocki Presiding

**Committee Members Present:**

Nicole Chen, Trustee

Heidi Rudolph, Village President

**Committee Members Absent:**

None.

**Electronic Attendance:**

None.

**Staff Present**

Ellen Baer, Village Manager

Casey Biernacki, Deputy Village

Matthew Supert, Director of Municipal Services

Christopher Breakey, Superintendent PW

John Mastandona, Finance Director

Daisy Chavez, Assistant to the Village Manager

Jenny Pesek, Municipal Services Administrative Assistant

**Roll Call**

As noted above.

**Approval of Minutes:**

Chair Phil Nawrocki motioned to approve the September 29, 2025 Properties and Recreation meeting minutes, second by Trustee Chen. Motion passed unanimously on a voice vote.

**Public Comment:**

None

**New Business:**

**Recreation Department 2026 Budget Report**

Deputy Manager Biernacki reported on the preliminary budget for FY2026 which is under review by the Budget Team and expected to be available in November. This budget is mostly self-sufficient with revenues from in-house contractual programming, independent contractor agreements, and rentals.

Deputy Manager Biernacki reported that Interim Director of Recreation Nancy Flores brings a lot of energy and new ideas and gets the staff involved, teaching and mentoring them.

## **2026 Municipal Services Budget Presentation**

Director Supert reported on the capital and operating budgets covering multiple funds. He presented a preliminary list of capital improvement projects under consideration.

### **Surplus Declaration Q4**

Staff have identified several items for surplus, office chairs, cabinets, dump beds, scrap hydrants and valves. Vehicle 337 exceeded its useful life span and far exceeded maintenance costs. Chair Phil Nawrocki motioned to recommend items for surplus and second by Trustee Chen. Motion passed unanimously on a voice vote.

### **Contract with Utility Dynamics Corporation**

Director Supert reported there has been an increase in events utilizing Tower Green. These events require and demand additional powers needs. Village staff have met with electrical firms to upgrade the electricity on Tower Green. The Village received 2 quotes, the lowest quote from Utility Dynamics Corporation total price of \$25,670.

Chair Phil Nawrocki motioned to recommend Utility Dynamics Corporation for electrical upgrades not to exceed \$25,670 and a waiver of bid, second by Trustee Chen. Motion passed unanimously on a voice vote.

### **Village Hall HVAC Controls Default of Contract by Applied Controls LLC**

Director Supert reported staff recommended review and discussion of rescinding the contract with Applied Controls, LLC for Village Hall HVAC Controls. This project will be re-assessed for FY2026.

### **Other Business:**

None

### **Schedule for the Next Committee Meeting**

The next Properties & Recreation Committee meeting will be held on Monday, December 8, 2025.

### **Adjourn**

Chair Phil Nawrocki motioned to adjourn the meeting, seconded by Trustee Nicole Chen. Motion passed unanimously on a voice vote. Meeting adjourned at 6:15 PM

Respectfully Submitted:

Jenny Pesek



## AGENDA ITEM SUMMARY

### PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: November 24, 2025

#### AGENDA ITEM D.1.

**To:** Properties and Recreation Committee

**From:** Ronald Derengowski, Water Plant Superintendent

**CC:** Diana Puga, Municipal Services Coordinator, Matthew Supert, Director of Municipal Services, Ellen Baer, Village Manager, Nancy Flores, Interim Director of Recreation, Casey Biernacki, Deputy Village Manager

**RE:** Bid Opening and Approval of Janitorial Contract

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#### Recommendation

Consider a recommendation to approve a contract with a recommended qualified responsive bidder for janitorial maintenance services in 2026.

#### Summary

The bid opening for the 2026 janitorial maintenance services contract for service to Village buildings will take place at 10:00 a.m. on Monday, November 24, 2025. The bids will be reviewed with the committee that evening. It is anticipated that the lowest cost, qualified bidder will be presented for recommendation to the Village Board.

#### Financial Impact

Account 4104100 52010

Fund General

2026 Budget \$45,000 (Requested)

\*Additional funds in the Rec Fund may be available for an alternate for contracting of Recreation Department facilities.

#### Recommended Motion

I move to recommend to the Village Board the approval of a contract with \_\_\_\_\_, for the 2026 janitorial maintenance services contract.

#### Strategic Plan Alignment

N/A

#### File Attachments

None



## AGENDA ITEM SUMMARY

### PROPERTIES AND RECREATION COMMITTEE

Properties and Recreation Committee: November 24, 2025

#### **AGENDA ITEM D.2.**

**To:** Properties and Recreation Committee

**From:** Matthew Supert, Director of Municipal Services

**CC:** Ellen Baer, Village Manager

**RE:** Right of Way Use License and Fiber Optic Cable Agreement between the Village of Western Springs and MCImetro Access Transmission Services, LLC (MCImetro/Verizon)

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#### **Recommendation**

Consider a recommendation to approve right of way use license and fiber optic cable agreement between the Village of Western Springs and MCIMetro Transmissions Services Corp. (Verizon) [original licensee: WideOpenWest Illinois, LCC (WOW)]

#### **Summary**

In 2015 Village of Western Springs entered into a ten (10) year agreement with WideOpenWest Illinois, LLC (WOW). for the installation and operation of a fiber optic cable network located in Village right of way (ROW) at various locations within the community. The agreement identified the installation of fiber optic cable to be owned and utilized by WideOpenWest for private and commercial means along with the installation of fiber optic cable that would be provided to the Village, the Lyons Area Township Communications Center (LTACC), and its partners for emergency/911 services.

In 2017 WOW entered into an asset purchase agreement with MCImetro Access Transmission Services Corp. (Verizon), an indirect and wholly owned subsidiary of Verizon Communications, Inc. The Village passed a consent to assignment under Resolution 17-2412 to amend the fiber optic cable agreement.

The agreement is set to expire at the end of 2025 and Verizon, is requesting a renewal of the license agreement to allow for the continued use of Village ROW for their fiber optic cable systems. The attached agreement is a revised version of the 2015 agreement and has removed the language pertaining to the installation of fiber optic cable to be granted to the Village. That work has been completed. The remaining terms and conditions in the agreement remain largely unchanged. However, the agreement is currently pending final review by the Village Attorney.

#### **Financial Impact**

N/A

#### **Recommended Motion**

I move to approve right of way use license and fiber optic cable agreement between the Village of Western Springs and MCIMetro Transmissions Services Corp. (Verizon) [original licensee: WideOpenWest Illinois, LCC (WOW)]

**Strategic Plan Alignment**

N/A

**File Attachments**

- 1. Request to Renew Letter - ROW Use Agreement - MCIMetro
- 2. 2025 DRAFT MCIMetro Fiber License Agreement
- 3. 2015 LTACC Fiber Agreement
- 4. Resolution 17-2412 - Consent to Assignment - MCIMetro

600 Hidden Ridge  
ATTN: Franchise Manager  
Irving, TX 75038  
Phone: 972.457.7910  
Mobile: 214.803.9393  
bradley.duhe@verizon.com

**J. Bradley Duhe**  
**Senior Consultant – Municipal Franchising & Right of Way**  
**Verizon Business**

September 10, 2025

Ms. Ellen Baer  
Village Manager  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558

**VIA FedEx - OVERNIGHT**

Also delivered via email to: [ebaer@wsprings.com](mailto:ebaer@wsprings.com)

**RE: NOTICE – Request to RENEW/AMEND/REPLACE Telecom Right-of-Way Use Agreement expiring 12/8/2025 for former Wide Open West network, now owned by MCImetro**

Dear Ms. Baer,

Pursuant to the existing license agreement, please accept this notification to serve as MCImetro/Verizon's intent to RENEW/AMEND/REPLACE the existing Agreement between MCImetro Access Transmission Services LLC (MCImetro/Verizon) [original licensee: WideOpenWest Illinois, LLC (WOW!)] and the Village of Western Springs, which expires on 12/8/2025. For your convenience, I am enclosing copies of the existing agreement & addendum.

Please advise if the Village will require execution of a completely new license agreement or whether it will require simply a second amended agreement extending the term into the future. Whatever path the village would like to pursue, please forward to me the draft document for our review and approval.

If other personnel, departments or organizations within the Village should also be informed of this development please forward this message as appropriate.

MCImetro (Verizon) has successfully served the telecommunications needs of the citizens and businesses of the Village of Western Springs for many years, and Verizon Business looks forward to working with the Village to continue to meet those needs. I would welcome the opportunity to discuss this matter with the appropriate person in your Village administration. Please feel free to contact me directly at (214) 803-9393 or via email at [Bradley.Duhe@verizon.com](mailto:Bradley.Duhe@verizon.com). Thank you.

Sincerely,



J. Bradley Duhe

Enclosures

Cc: Delivered via email only to: Michael T. Jurusik @ [mtjurusik@ktjlaw.com](mailto:mtjurusik@ktjlaw.com)

FedEx Item #: 8842 7175 0831



**RIGHT OF WAY USE  
LICENSE AND FIBER OPTIC CABLE AGREEMENT  
BETWEEN THE VILLAGE OF WESTERN SPRINGS  
AND WIDOPENWEST ILLINOIS, LLC**

This **RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDOPENWEST ILLINOIS, LLC** (the "Agreement") is entered into on 9<sup>th</sup> Nov., 2015 (the "Effective Date") by and between the Village of Western Springs, an Illinois municipal corporation (the "Village") and WideOpenWest Illinois, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois (the "Licensee"). The Village and the Licensee shall be referred to as the "Parties," and individually as a "Party."

**WHEREAS**, the Village maintains standards for construction within its public rights of way in Title 8 (Public Ways and Property), Chapter 11 (Standards for Construction of Utility Facilities In Public Rights Of Way), of the Village of Western Springs Municipal Code (the "ROW Construction Ordinance"), as amended from time to time; and

**WHEREAS**, the Village owns and maintains a fiber optic metropolitan area network (the "MAN") within its public rights of way depicted in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, the Village desires to extend and expand its MAN in the locations, and within the Village owned public rights of way, as depicted in **Exhibit B** attached hereto and made a part hereof (the "Approved ROW Locations"); and

**WHEREAS**, the Licensee holds a certificate of authority with the Illinois Commerce Commission; and

**WHEREAS**, the Licensee desires a license to construct, install, operate, maintain, and replace a privately owned and operated fiber optic telecommunications cables (the "Cable System") both underground and on existing utility poles within the Approved ROW Locations, as depicted and described in **Group Exhibit C** attached hereto and made a part hereof; and

**WHEREAS**, the Licensee desires to utilize the Cable System to extend the scope of its private business activities; and

**WHEREAS**, the Licensee is not delivering, and does not intend to deliver, cable television service to residents of the Village; and

**WHEREAS**, in consideration of, and subject to, the terms of this Agreement, the Village agrees to allow the Licensee, at its sole cost, to install additional fiber optic cables within the Approved ROW Locations to expand the MAN in the areas depicted in **Exhibit B** and **Exhibit C-1**, and to construct, install, operate, maintain,

and replace its Cable System within certain of the Approved ROW Locations, including underneath the Burlington North Santa Fe Railroad ("BNSF") right of way ("BNSF ROW") using the Village-owned conduit adjacent to the Clausen Avenue pedestrian underpass; and

**WHEREAS**, the Licensee is willing to install and extend the MAN for the Village for the exclusive and permanent use of the Village, all as set forth and further defined in this Agreement (the "MAN Improvements"), as depicted and described in **Group Exhibit D** attached hereto and made a part hereof; and

**WHEREAS**, the Village has determined that it is useful to the Village and its residents to grant a public right of way use license to the Licensee for the Cable System as provided in this Agreement, and for the Village to acquire the MAN Improvements; and

**WHEREAS**, the Licensee is authorized to enter into this Agreement and to perform the obligations and commitments set forth in this Agreement; and

**WHEREAS**, the Village and Licensee are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970.

**NOW, THEREFORE**, in consideration of the mutual consideration exchanged between the Parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the Parties agree as follow:

1. **Recitals**: The Recitals are incorporated into this Agreement as material terms of this Agreement.

2. **Grant of Right of Way Use License**: For and in consideration of the terms of this Agreement, and in compliance with all federal, state, county, and Village laws, ordinances, and regulations, the Village grants to the Licensee a non-exclusive revocable license (the "License") to construct, install, operate, maintain, and replace (collectively the "Maintenance") the Cable System and MAN Improvements in the Approved ROW Locations, subject to the terms of this Agreement. This Agreement and the License do not convey any right, title, or interest of any kind, including any ownership or leasehold interest, in any Village public rights of way, but is a license only for the use and occupancy of the specified Approved ROW Locations for the limited purposes stated in this Agreement.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access Village public rights of way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work by Licensee must comply with the requirements for emergency maintenance in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, as amended from time to time.

3. **Term of Agreement; Reopener:**

A. This Agreement, and the License granted herein, shall be for a ten (10) year term, commencing on the Effective Date (the "Term") of the Agreement, which shall be the date the last signatory signs the Agreement, unless otherwise extended. The Term may be extended by mutual written agreement of the Parties for one (1) or more successive terms of not more than ten (10) years each (each such period is an "Extended Term"), so long as the Licensee is in full compliance with the terms of this Agreement at the time of each extension. A Party requesting an Extended Term shall submit such a request to the other Party in writing at least thirty (30) calendar days prior to expiration of the Term or the Extended Term then in effect. The thirty (30) calendar day period may be waived by the other Party.

B. During the Term, the Licensee shall not pay the Village a License fee, in consideration of the Licensee's installation of the MAN Improvements, and in consideration of the Licensee's transfer of ownership of the MAN Improvements to the Village.

C. The Parties shall reopen, renegotiate, and amend this Agreement if any of the following occurs:

1. If the Licensee desires to provide any "telecommunications service" to persons or areas within the Village, as defined in Section 8-8-2 (Definitions) of the Village of Western Springs Municipal Code (the "Code"), the Parties shall amend this Agreement in accordance with Title 8 (Public Ways and Property) and Chapter 8 (Telecommunications), to include terms of the franchise agreement called for in Section 8-8-3(C) (Telecommunications Franchise) of the Code, including payment by the Licensee of a franchise fee to the Village.

2. If the Licensee desires to extend the footprint of the Cable System or increase the number of strands in the Cable System, the Parties shall amend this Agreement to include such additional terms and consideration as are necessary to obtain the Village's consent to allow the Licensee to so extend or modify the Cable System.

3. If federal, state, or county laws, regulations, or requirements regarding the MAN or this Agreement impose any unforeseen cost or expense on the Village, the Parties shall amend this Agreement to allocate the costs or expenses among the Parties.

4. If the BNSF imposes any unforeseen expense(s) related to the use of the Village-owned conduit utilized by the Parties.

4. **Location, Description and Installation of Cable System:** The Cable System shall be composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Cable System are described in **Group Exhibit C**. The Cable System, once installed, shall be owned by Licensee, subject to the terms of this Agreement. The Licensee represents and warrants that it does not hold any franchise issued by the Village for the provision of "telecommunications service" to persons or areas in the Village, as defined in Section 8-8-2 (Definitions) of the Code, and Licensee shall not provide such telecommunication service until and unless Licensee obtains a franchise issued by the Village, as required by Section 8-8-3 (General Requirements) of the Code, and in accordance with the process in Section 3(C)(1) of this Agreement. On or before Nov 9, 2016, 2015, the Licensee shall install the fiber optic cable segments that comprise the Cable System.

5. **MAN Improvements:**

A. The Licensee shall, at Licensee's sole cost and expense, install the fiber optic cable segments that comprise the MAN Improvements, as set forth in the following "Table 1," and as depicted and further described in **Group Exhibit D**:

**Table 1**

#	From	To	Strands	Initial Ownership	Type	Color on Exhibit D-1
1	Western Springs Village Hall ("WS Village Hall")	Lyons Township High School North Main Building ("LTHS NMB")	24	D204	Buried	Blue
2	WS Village Hall	Thru La Grange Area Department of Special Education to LTHS NMB	6	D204	Buried	Blue
3	WS Village Hall	Thru West Field to LTHS NMB	6	D204	Buried	Blue
4	WS Village Hall	Thru Transition House Lab to LTHS NMB	6	D204	Buried	Blue
5	WS Village Hall	Straight to LTHS NMB	6	D204	Buried	Blue
6	WS Village Hall	La Grange Police Department	12	Village / La Grange / LTACC	Buried	Green
7	WS Village Hall	Field Park Elementary School	6	Village	Buried	Blue
8	WS Village Hall	Clausen Avenue Underpass	6	Village	Buried	Yellow
9	Clausen Avenue Underpass	Corner of North Brainard Avenue and West Hillgrove Avenue	12	Village / La Grange / LTACC	Buried	Green
10	La Grange Police Department	La Grange Park Police Department	6	WOW	Aerial	Orange

B. Each segment of the MAN Improvements shall:

1. Contain the number of fiber optic strands in the "Strands" column in Table 1; and

2. Be constructed underground and on existing utility poles within the Approved ROW Locations as set forth in the "Type" column in Table 1; and

3. Upon completion of installation of the MAN Improvements, and after written acceptance by the entity set forth in the "Initial Ownership" column of Table 1 of a no fee bill of sale executed by Licensee, all components of the MAN Improvements for each segment, including without limitation the fiber optic strands, conduits, handholes, patch panels, locate posts, and locate wires (collectively the "MAN Improvement Components") shall become the property of the entity set forth in the "Initial Ownership" column of Table 1, and all rights, title, and interest in the MAN Improvements shall be and remain with entity set forth in the "Initial Ownership" column of Table 1, or their assigns, except that any segment which crosses the municipal corporate boundary from the Village to the Village of La Grange shall be owned, maintained, repaired and replaced by the municipality within that municipality's corporate boundary, such that the Village and the Village of La Grange, or their assigns, shall each be responsible for ownership, maintenance, repair and replacement of the segments, or portions thereof, within their respective municipal corporate boundaries, except that all aerial facilities shall be owned and maintained by Licensee; and

4. Be installed on or the Effective Date, except that Segment 9 shall be installed within twelve (12) months of the Effective Date.

C. Segments 6 and 9 shall be owned, maintained, repaired and replaced by the Village and the Village of La Grange within their respective municipal corporate boundaries until such time as the Village and the Village of La Grange transfer title to Segments 6 and 9 to the "Lyons Township Area Communications Center" ("LTACC"), and LTACC, or their assigns, shall thereafter own, maintain, repair and replace Segments 6 and 9.

D. The entities set forth in the "Initial Owners" column in Table 1 may freely assign their respective ownership interests in the MAN Improvements, and the consent of Licensee shall not be necessary in order for any such assignment to occur.

E. In order to comply with the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as set forth in Section 16(F) below, the Parties agree that:

1. The MAN Improvements consist of Twenty Nine Thousand Forty (29,040) linear feet of fiber optic cable installed by Licensee (the "MAN Improvements Length"), the Cable System consists of Ten Thousand Four Hundred Fifty Four (10,454) linear feet of fiber optic cable installed by Licensee (the "Cable System Length"), and together the MAN Improvements and the Cable System consist of a

total of Eighteen Thousand Five Hundred Eighty Six (18,586) feet of fiber optic cable (the "Total Improvements Length").

Math  
collecting  
this into

2. The MAN Improvements consist of Thirty Six Percent (36%) of the Total Improvements Length (the "MAN Improvement Share"), which is the product of the MAN Improvements Length divided by the Total Improvements Length. The Cable System consists of Sixty Four Percent (64%) of the Total Improvements Length (the "Cable System Cost Share"), which is the product of the Cable System Length divided by the Total Improvements Length.

3. The wages paid by Licensee to build the MAN Improvements and the Cable System are 2,371.28 Dollars (\$2,371.28) (the "Total Wages Cost"). The wages paid by Licensee to build the MAN Improvements are 668 (\$668.00) (the "MAN Improvements Wage Costs"), which is the product of the MAN Improvements Cost Share multiplied by the Total Wages Cost.

4. The Licensee shall, within 30 ( ) business days of the Effective Date, deliver to the Village all documents reasonably requested by the Village relating to the wages paid, hours worked, and other information needed to compute the wages owed under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for construction the MAN Improvements (the "MAN PWA Wages"). The wages owed under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for construction the MAN Improvements shall be the "MAN PWA Wages." The Licensee shall, within the same time period, submit to the Village and the Illinois Department of Labor, as the case may be, all other documents and information necessary to comply with the Licensee's obligations under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

5. The Village shall, within 30 ( ) business days after receipt of all documents and information required to calculate the MAN PWA Wages, pay to Licensee the MAN Improvement Wage Costs subtracted from the MAN PWA Wages.

6. **Construction Within and Use of Public Rights of Way:**

A. All Maintenance within the Village's rights of way shall comply with the ROW Construction Ordinance, as amended from time to time, and other applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation the National Electrical Code, the National Electrical Safety Code, and the standards in Section 8-11-16 (Construction Methods and Materials) of the ROW Construction Ordinance, as amended from time to time. The Licensee shall not interfere with property of Village or the property of other users of the public rights of way.

B. This Agreement does not authorize the Licensee to use any privately owned property, except that if a portion of the Approved ROW Locations consists of an easement area in favor of the Village over private property and the easement permits the Licensee's use of the easement area, the Licensee may use the easement area.

C. All Maintenance by the Licensee shall be further subject to the following regulations and requirements:

1. The Approved ROW Locations include the Clausen Avenue pedestrian under pass that crosses under the BNSF ROW. The Licensee shall hand excavate inside the BNSF ROW to expose the existing four inch (4") conduit. The four inch (4") PVC conduit shall be extended north and south into the Village's right of way and piped into a handhole to be owned by the Village and provided by the Licensee. Licensee may pass through and separate its four hundred thirty two (432) count fiber to an adjacent handhole box to be owned and maintained by Licensee. Licensee shall install a fabric innerduct with six (6) cells and install each fiber run through an innerduct. Pull strings shall be provided in all unused innerducts within the Village's existing four inch (4") conduit. All work taking place in the BNSF ROW shall be restored to its prior condition immediately upon completion of the work or as directed by the Village. If the BNSF charges a fee to the Village or Licensee for Maintenance performed under this Agreement relative to the Licensee's use of the Clausen Avenue pedestrian underpass that crosses under the BNSF ROW, the Licensee shall be solely responsible for paying the fee.

2. All MAN Improvement Components shall be provided by Licensee at Licensee's cost and ownership conveyed by bill of sale to the entity set forth in the "Ownership" column of Table 1. A minimum of ten feet (10') of cable slack shall be provided in each handhole box. A minimum of ten feet (10') of cable slack shall be provided at each segment termination location.

3. The Licensee shall provide the Village with no less than twenty four (24) hours of notice prior to the commencement of work taking place in the Approved ROW Locations each calendar day, including but not limited to work in the BNSF ROW. The Licensee shall not commence any work under this Agreement unless timely notice has been given.

4. Licensee shall install a #12 (THNN or equal) copper locate wire with proper termination at locate posts and hand holes for fiber optic cable segment labeled "# 6" in Table 1, from the Western Springs Village Hall to the La Grange Police Department.

5. Licensee shall install the MAN Improvement Components in the locations specified in the plans in **Exhibit D-1**.

6. Licensee shall re-terminate all fiber at existing termination locations, including but not limited to the Western Springs Village Hall, Field Park School, and the security cameras located at the Clausen Avenue Underpass.

7. Licensee shall, at its cost, prepare and provide to the Village "as-built" plans for the Cable System and MAN Improvements within a reasonable time after installation of the Cable System and MAN Improvements. The as-built plans shall include all relevant information requested by the Village, including but not limited to depth of the conduit and a strand identification map or table.

8. Licensee shall be solely liable for any damages resulting from any Maintenance due to Licensee's failure to comply with the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 *et seq.*

7. **Permits:** The Licensee shall secure all necessary permits required for Maintenance, including Village permits, and shall pay the customary and standard permit fees, and shall post the security required by Section 8-11-10 (Security) of the ROW Construction Ordinance, prior to commencing any Maintenance.

8. **Operation and Maintenance of Cable System:** The Licensee shall, during the Term of this Agreement, be responsible for maintaining the Cable System in good and safe condition at all times and in compliance at all times with applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation, the National Electrical Code, the National Electrical Safety Code, and the standards in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, and the costs of said Maintenance shall be paid solely by the Licensee. In the event of a loss of service in the Cable System, the Licensee shall repair any damage and restore service promptly, and in a manner in accordance with industry standards. At no time, and under no circumstances, may the Licensee take any action that would have an adverse impact of any kind on the maintenance or operation of the MAN.

9. **Property Restoration and Repairs:**

A. The Licensee shall comply with the cleanup and restoration requirements of Section 8-11-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

B. If the Licensee fails to restore or repair any disturbance or damage within the required time, the Village may undertake the restoration or repairs, at the Licensee's sole cost and expense, using the Village's own staff or forces or third-party contractors. The Licensee shall reimburse the Village for all costs and

expenses incurred by the Village related to the restoration or repairs, including reasonable administrative costs, within thirty (30) calendar days after receipt of an invoice of those costs and expenses from the Village. The invoice shall include reasonable detail of the costs and expenses and must include receipts or other document when available. If the Licensee fails to pay the Village within thirty (30) calendar days after receipt of the invoice, the Village may issue a notice to the Licensee that the Village will terminate this Agreement if payment is not received within fifteen (15) calendar days after the date of that notice. If the Licensee fails to pay the Village within that fifteen (15) calendar day period, then the Village may immediately terminate this Agreement.

10. **No Liability for Damage to Cable System MAN, or MAN Improvements:** Unless directly and proximately caused by a negligent, willful, intentional, or malicious act of the Village, the Village shall not be liable for, and the Licensee expressly waives all claims it may have against the Village for, any damage to or loss of the Cable System, the MAN, or the MAN Improvements.

11. **Mechanic's Lien:** The Licensee shall not suffer or permit any mechanic's lien or other such lien to attach to any portion of the Approved ROW Locations and/or the MAN, and the Licensee shall be solely responsible for payment of any mechanic's lien or other lien. The Licensee shall save and keep harmless the Village and its property from any such lien or claim therefor and from any and all cost or expense incurred in connection with any such lien or claim, including the Village's attorney's fees and expenses incurred with removing, settling or contesting such lien or claim.

12. **Transfer or Assignment of Agreement:** This Agreement is binding on, and inures to the benefit of the Village, the Licensee, and their successors and assigns. Except as stated in this Section 12, the Licensee has no right or authority to transfer or assign this Agreement or any interest in any part of this Agreement without the prior, express, written consent of the Village, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the MAN and/or the MAN Improvements. The Licensee may assign this Agreement without the Village's consent to the Licensee's affiliate or to the Licensee's successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the MAN and/or the MAN Improvements.

13. **Indemnification:** As a material inducement for the Village to enter into this Agreement, the Licensee agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees (the "Village Affiliates") from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Licensee's Maintenance of the Cable System

and/or MAN Improvements, or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Village or the Village Affiliates.

The scope of the Licensee's indemnification shall include, but is not limited to:

- (1) Any negligent, tortious or wrongful act or omission of the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees or invitees, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- (2) Loss or damage of any kind resulting from the Licensee's failure to comply with any provision of this Agreement, or of any federal, state, county or Village law, regulation, or ordinance applicable to the Licensee.

As a condition of the Village entering into this Agreement, the Licensee agrees to assume for its representatives, officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions which are created or caused by the Licensee, in, on or about that portion of the Cable System used by the Licensee pursuant to this Agreement.

In the event of any such injury including death or loss or damage or claim or claims therefore, the Licensee shall give immediate written notice thereof to the Village, the Village shall have the right to select its own counsel to be paid for by Licensee, and the Village shall have the right to direct its own defense.

14. **Insurance:** Licensee shall procure and maintain, for the duration of the Agreement, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Licensee, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village and the Village Affiliates as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and

2. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and

3. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto;" and

4. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. **Minimum Limits of Insurance:** The Licensee shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000; and

2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident; and

4. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis; and

5. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

C. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village and the Village Affiliates; or the Licensee shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage:**

a. The Village and the Village Affiliates are to be covered as additional insured as respects: liability arising out of the Village's work, including activities performed by or on behalf of the Village; products and completed operations of the Village; premises owned, leased or used by the Village; or automobiles owned, leased, hired or borrowed by the Village. The coverage shall contain no special limitations on the scope of protection afforded to the Village and the Village Affiliates.

b. The Village's insurance coverage shall be primary as respects the Village and the Village Affiliates. Any insurance or self-insurance maintained by the Village and the Village Affiliates shall be excess of Village's and the Village Affiliates' insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village and the Village Affiliates.

d. The Village's insurance shall contain a Severability of Interests/Cross Liability" clause or language stating that Village's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Village shall be required to name the Village and the Village Affiliates. A copy of the actual additional insured endorsement shall be provided to the Village.

2. **Workers' Compensation and Employers Liability**

**Coverage:** The insurer shall agree to waive all rights of subrogation against the Village and the Village Affiliates for losses arising from work performed by Licensee for the Village.

3. **All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Village.

E. **Acceptability of Insurers:** Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

F. **Verification of Coverage:** The Licensee shall furnish the Village with certificates of insurance naming the Village and the Village Affiliates as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Licensee's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits stated above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

G. **Subcontractors**: The Licensee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. **Assumption of Liability**: The Licensee assumes liability for all injury to or death of any person or persons including employees of the Licensee, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

15. **Reimbursement of Village Expenses**: The Licensee shall reimburse the Village for its costs for reviewing and negotiating this Agreement in an amount not to exceed Three Thousand and No/100 Dollars (\$3,000.00). The Village shall provide the Licensee an invoice stating those costs within thirty (30) calendar days after the Effective Date. The Licensee shall pay the Village within ten (10) business days after receipt of the invoice.

16. **Compliance With Laws**: The Licensee certifies as follows:

A. That any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, state and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.

B. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).

C. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).

D. In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, state, county and Village laws, ordinances, and regulations, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Licensee hereunder. Any complaint of such discrimination received by the Licensee shall be immediately forwarded to the Village.

E. That it shall comply with all applicable federal, state, county, and Village laws, ordinances, and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the

employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Licensee agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the Licensee further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Licensee in all its contracts and agreements with contractors and subcontractors for this program.

F. The Licensee agrees to pay not less than the prevailing rate of wages as determined by the Illinois Department of Labor (IDOL) and as set forth in the schedule of prevailing wages maintained by the IDOL under the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as applicable to all laborers, workers, and mechanics performing work under this Agreement on the MAN Improvements. The Licensee, its contractors, and its subcontractors shall comply with the reporting requirements of the Prevailing Wage Act throughout the duration of the Agreement. Should the IDOL revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Agreement. It is the Licensee's sole responsibility and duty to insure that any revision in the prevailing wage rates during the course of the project will be reflected in payment from the Licensee and each contractor and subcontractor to each worker where the change is applicable.

G. The Licensee also agrees to require any contractor doing construction work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section.

H. Section 7(2) of the Illinois Freedom of Information Act (the "FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a Party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Licensee acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Licensee's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Licensee agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. The Licensee acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act.

17. **Termination of Agreement:**

A. **Termination by Licensee:** Subject to the conditions stated in this Subsection 17(A), the Licensee may terminate this Agreement at any time and for any reason upon thirty (30) calendar days advance written notice to the Village of its intention to terminate. The following conditions apply to any termination of this Agreement by the Licensee:

1. All of Licensee's obligations related to the Cable System and MAN Improvements shall survive termination of this Agreement such that the Licensee may take no action related to the Cable System or the MAN Improvements that would have an adverse impact of any kind on the maintenance or operation of the MAN Improvements, and Licensee's obligations related to the Cable System Man Improvements shall only terminate at such time as the maintenance and operation of the Cable System and MAN Improvements will not be adversely impacted; and

2. All unfulfilled or unfinished obligations of the Licensee under this Agreement, whether Maintenance obligations, payment obligations, restoration or repair obligations, or any other obligation, survive termination of this Agreement, and the Licensee shall continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

B. **Termination by Village:** Subject to the conditions stated in this Subsection 17(B), the Village may terminate this Agreement for any of the following causes:

1. A material violation of any term of this Agreement and the Licensee's failure to completely cure that violation within fifteen (15) calendar days after receipt of written notice by Village that identifies the violation.

2. The material failure of Licensee to comply with all applicable federal, state, county, or Village laws, ordinances, rules, or regulations.

3. The Licensee made a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement or in a permit application for the Cable System and/or MAN Improvements.

4. Construction of the Cable System and/or MAN Improvements contrary to the plans and specifications approved by the Village.

5. The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.

6. The Licensee transfers the License without the Village's approval required under this Agreement.

7. The Licensee ceases its business operations or ceases operation of the Cable System and/or the MAN Improvements, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within thirty (30) calendar days after they were ceased.

8. Any portion of the Cable System and/or MAN Improvements presents a direct or imminent threat to the public health, safety, or welfare, whether due to its location, condition, or other circumstance, and the Licensee fails to mitigate that threat promptly.

9. Failure to provide the required traffic control, or failure to follow safety requirements while performing work, and to respond to requests from the Village to correct such deficiencies within a reasonable time.

C. **Cessation of Agreement:** At the time this Agreement is no longer in effect, for any reason including, but not limited to, expiration of the Term or an Extended Term, or termination by the Village or Licensee, or pursuant to court order or decree:

1. The Village shall direct the Licensee as to what portion of the Cable System and/or MAN Improvements, if any, the Licensee must remove from the Village's public rights of way. Any portion of the Cable System and/or MAN Improvements designated by the Village for removal must be removed by the Licensee at its sole cost and expense within thirty (30) calendar days after the date of termination, and the Licensee shall promptly restore all disturbed public rights of way to the standards in Section 8-11-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

2. The Licensee, at no cost or expense to the Village, shall quitclaim and transfer to the Village by a bill of sale all rights, title, warranties, and interest to all portions of the Cable System and/or MAN Improvements that remains with the Licensee, within fifteen (15) calendar days of a written demand of the Village.

18. **Complete Agreement; Amendments:** This Agreement represents the entire agreement between the Village and the Licensee regarding the subject matter hereof. This Agreement may be amended only in writing with the signatures of the properly authorized representatives of the Parties.

19. **Incorporation of Exhibits:** **Exhibit A** through **Exhibit D** are incorporated as substantive provisions of this Agreement.

20. **Governing Law; Venue:** This Agreement will be governed, interpreted, and construed in accordance with the laws, but not the conflicts of law rules, of the State of Illinois. The venue for any dispute between the Parties shall be in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

21. **Taxes:** Nothing contained in this Agreement shall be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment that is or may be hereafter lawfully imposed, and the Licensee shall be responsible for the payment of any taxes assessed relative to its use of the Village's public rights of way or the Licensee's operation of the Cable System and/or the MAN Improvements.

22. **No Waiver:** The waiver by a Party of a particular breach of this Agreement or the failure of a Party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver any other breach or a bar from enforcing any other term.

23. **Notice:** All notices, demands, elections, and other instruments required or permitted to be given or made by any Party upon one or more of the others under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party at the respective addresses shown below or to such other Party or address as either Party may from time to time furnish to the other in writing. Service on the legal counsel for either Party is sufficient notice to the Party.

(a) Notices to Western Springs shall be sent to:

Village Manager  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558  
Phone: (708) 246-1800  
Fax: (708) 246-0284

With a copy to:

Michael T. Jurusik  
Klein, Thorpe & Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606  
Phone: (312) 984-6400  
Fax: (312) 984-6444

(b) Notices to Licensee shall be sent to:

WideOpenWest Illinois, LLC  
Attn: Business Manager  
1674 Frontenac Rd  
Naperville, IL 60563

24. **Good Faith Cooperation:** The Parties agree that: (i) in the event a decision by a regulatory authority at the federal, state, county, or Village level necessitates modifications in this Agreement; or (ii) the Village determines in good faith that the Licensee's use of the MAN Improvements materially interferes with the Cable System, the Parties will negotiate in good faith to modify the Agreement to permit each Party, to the extent practicable, to enjoy the intended benefits of this Agreement. The Parties otherwise mutually agree to cooperate with each other in good faith to permit the Parties to perform their duties and obligations under the Agreement.

25. **Force Majeure:** The Village and the Licensee shall not be responsible for any failure to perform or delay in performance due to unforeseen circumstances, or due to a cause beyond the Party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, acts of suppliers or vendors, strikes, fuel, energy, labor or materials.

26. **Survival:** The obligations and rights in Sections 10, 13, 14, 17(C), and 22 of this Agreement, shall survive the life of this Agreement, and shall remain in full force and effect, even if this Agreement is no longer in effect.

**IN WITNESS WHEREOF**, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of Western Springs, and the Licensee have signed this Agreement on the 9<sup>th</sup> day of November, 2015.

**VILLAGE OF WESTERN SPRINGS,**  
an Illinois municipal corporation

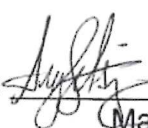
BY:   
Village President

Date: November 9, 2015

ATTEST:   
Village Clerk

Date: November 9, 2015

**WIDOPENWEST ILLINOIS, LLC**  
a Delaware limited liability company

BY:   
Manager Greg Anetinger VP operations

Date: 12/9/15, 2015

ATTEST: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_, 2015

**EXHIBIT A**

**VILLAGE OF WESTERN SPRINGS'  
METROPOLITAN AREA NETWORK MAP**

**RIGHT OF WAY USE  
LICENSE AND FIBER OPTIC CABLE AGREEMENT  
BETWEEN THE VILLAGE OF WESTERN SPRINGS  
AND WIDOPENWEST ILLINOIS, LLC**

This **RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDOPENWEST ILLINOIS, LLC** (the "Agreement") is entered into on \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") by and between the Village of Western Springs, Illinois municipal corporation (the "Village") and WideOpenWest Illinois, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois (the "Licensee"). The Village and the Licensee shall be referred to as the "Parties," and individually as a "Party."

**WHEREAS**, the Village maintains standards for construction within its public rights of way in Title 8 (Public Ways and Property), Chapter 11 (Standards for Construction of Utility Facilities In Public Rights Of Way), of the Village of Western Springs Municipal Code (the "ROW Construction Ordinance"), as amended from time to time; and

**WHEREAS**, the Licensee holds a certificate of authority with the Illinois Commerce Commission; and

**WHEREAS**, the Licensee desires a license to operate, maintain, and replace a privately owned and operated fiber optic telecommunications cables (the "Cable System") both underground and on existing utility poles within the Approved ROW Locations, as depicted and described in **Group Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, the Licensee desires to utilize the Cable System to extend the scope of its private business activities; and

**WHEREAS**, the Licensee is not delivering, and does not intend to deliver cable television or internet service to residents of the Village; and

**WHEREAS**, in consideration of, and subject to, the terms of this Agreement, the Village agrees to allow the Licensee, at its sole cost, to operate, maintain, and replace fiber optic cables for its Cable System within certain of the Approved ROW Locations, including underneath the Burlington North Santa Fe Railroad ("BNSF") right of way ("BNSF ROW") using the Village-owned conduit adjacent to the Clausen Avenue pedestrian underpass; and

**WHEREAS**, the Village has determined that it is useful to the Village and its residents to grant a public right of way use license to the Licensee for the Cable System as provided in this Agreement.; and

**WHEREAS**, the Licensee is authorized to enter into this Agreement and to perform the obligations and commitments set forth in this Agreement; and

**WHEREAS**, the Village and Licensee are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970.

**NOW, THEREFORE**, in consideration of the mutual consideration exchanged between the Parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the Parties agree as follows:

1. **Recitals**: The Recitals are incorporated into this Agreement as material terms of this Agreement.

2. **Grant of Right of Way Use License**: For and in consideration of the terms of this Agreement, and in compliance with all federal, state, county, and Village laws, ordinances, and regulations, the Village grants to the Licensee a non-exclusive revocable license (the "License") to operate, maintain, and replace (collectively the "Maintenance") the Cable System and MAN Improvements in the Approved ROW Locations, subject to the terms of this Agreement. This Agreement and the License do not convey any right, title, or interest of any kind, including any ownership or leasehold interest, in any Village public rights of way, but is a license only for the use and occupancy of the specified Approved ROW Locations for the limited purposes stated in this Agreement.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access Village public rights of way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work by Licensee must comply with the requirements for emergency maintenance in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, as amended from time to time.

3. **Term of Agreement; Reopener:**

A This Agreement, and the License granted herein, shall be for a ten (10) year term, commencing on the Effective Date (the "Term") of the Agreement, which shall be the date the last signatory signs the Agreement, unless otherwise extended. The Term may be extended by mutual written agreement of the Parties for one (1) or more successive terms of not more than ten (10) years each (each such period is an "Extended Term"), so long as the Licensee is in full compliance with the terms of this Agreement at the time of each extension. A Party requesting an Extended Term shall submit such a request to the other Party in writing at least thirty (30) calendar days prior to expiration of the Term or the Extended Term then in effect. The thirty (30) calendar day period may be waived by the other Party.

B. During the Term, the Licensee shall not pay the Village a License fee, in consideration of the Licensee's installation of the MAN Improvements, and in consideration of the Licensee's transfer of ownership of the MAN Improvements to the Village.

C. The Parties shall reopen, renegotiate, and amend this Agreement if any of the following occurs:

1. If the Licensee desires to provide any "telecommunications service" to persons or areas within the Village, as defined in Section 8-8-2 (Definitions) of the Village of Western Springs Municipal Code (the "Code"), the Parties shall amend this Agreement in accordance with Title 8 (Public Ways and Property) and Chapter 8 (Telecommunications), to include terms of the franchise agreement called for in Section 8-8-3(C) (Telecommunications Franchise) of the Code, including payment by the Licensee of a franchise fee to the Village.

2. If federal, state, or county laws, regulations, or requirements regarding the MAN or this Agreement impose any unforeseen cost or expense on the Village, the Parties shall amend this Agreement to allocate the costs or expenses among the Parties.

3. If the BNSF imposes any unforeseen expense(s) related to the use of the Village-owned conduit utilized by the Parties.

4. **Location, Description and Installation of Cable System:** The Cable System shall be composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Cable System are described in **Group Exhibit C**. The Cable System, once installed, shall be owned by Licensee, subject to the terms of this Agreement. The Licensee represents and warrants that it does not hold any franchise issued by the Village for the provision of "telecommunications service" to persons or areas in the Village, as defined in Section 8-8-2 (Definitions) of the Code, and Licensee shall not provide such

telecommunication service until and unless Licensee obtains a franchise issued by the Village, as required by Section 8-8-3 (General Requirements) of the Code, and in accordance with the process in Section 3(C)(1) of this Agreement. On or before November 9, 2016 the Licensee shall install the fiber optic cable segments that comprise the Cable System.

5. **MAN Improvements:**

A. The Licensee shall, at Licensee's sole cost and expense, install the fiber optic cable segments that comprise the MAN Improvements, as set forth in the following "Table 1," and as depicted and further described in **Group Exhibit D:**

**Table 1**

1	La Grange Fire Department	La Grange Park Police Department	6	WOW	Aerial	Orange
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B. Each segment of the MAN Improvements shall:

1. Contain the number of fiber optic strands in the "Strands" column in Table 1; and

2. Be constructed underground and on existing utility poles within the Approved ROW Locations as set forth in the "Type" column in Table 1; and

3. Upon completion of installation of the MAN Improvements, and after written acceptance by the entity set forth in the "Initial Ownership" column of Table 1 of a no fee bill of sale executed by Licensee, all components of the MAN Improvements for each segment, including without limitation the fiber optic strands, conduits, handholes, patch panels, locate posts, and locate wires (collectively the "MAN Improvement Components") shall become the property of the entity set forth in the "Initial Ownership" column of Table 1, and all rights, title, and interest in the MAN Improvements shall be and remain with entity set forth in the "Initial Ownership" column of Table 1, or their assigns, except that any segment which crosses the municipal corporate boundary from the Village to the Village of La Grange shall be owned, maintained, repaired and replaced by the municipality within that municipality's corporate boundary, such that the Village and the Village of La Grange, or their assigns, shall each be responsible for ownership, maintenance, repair and replacement of the segments, or portions thereof, within their respective municipal corporate boundaries, except that all aerial facilities shall be owned and maintained by Licensee; and

4. Be installed on or the Effective Date, except that Segment 9 shall be installed within twelve (12) months of the Effective Date.

C. Segments 6 and 9 shall be owned, maintained, repaired and replaced by the Village and the Village of La Grange within their respective municipal corporate boundaries until such time as the Village and the Village of La Grange transfer title to Segments 6 and 9 to the Lyons Township Area Communications

Center" ("LTACC"}, and LTACC, or their assigns, shall thereafter own, maintain, repair and replace Segments 6 and 9.

D. The entities set forth in the "Initial Owners" column in Table 1 may freely assign their respective ownership interests in the MAN Improvements, and the consent of Licensee shall not be necessary in order for any such assignment to occur.

6. **Construction Within and Use of Public Rights of Way:**

A. All Maintenance within the Village's rights of way shall comply with the ROW Construction Ordinance, as amended from time to time, and other applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation the National Electrical Code, the National Electrical Safety Code, and the standards in Section 8-11-16 (Construction Methods and Materials) of the ROW Construction Ordinance, as amended from time to time. The Licensee shall not interfere with property of Village or the property of other users of the public rights of way.

B. This Agreement does not authorize the Licensee to use any privately owned property, except that if a portion of the Approved ROW Locations consists of an easement area in favor of the Village over private property and the easement permits the Licensee's use of the easement area, the Licensee may use the easement area.

C. All Maintenance by the Licensee shall be further subject to the following regulations and requirements:

1. The Approved ROW Locations include the Clausen Avenue pedestrian under pass that crosses under the BNSF ROW. The Licensee shall hand excavate inside the BNSF ROW to expose the existing four inch (4") conduit. The four inch (4") PVC conduit shall be extended north and south into the Village's right of way and piped into a handhole to be owned by the Village and provided by the Licensee. Licensee may pass through and separate its four hundred thirty-two (432) count fiber to an adjacent handhole box to be owned and maintained by Licensee. Licensee shall install a fabric innerduct with six (6) cells and install each fiber run through an innerduct. Pull strings shall be provided in all unused innerducts within the Village's existing four inch (4") conduit. All work taking place in the BNSF ROW shall be restored to its prior condition immediately upon completion of the work or as directed by the Village. If the BNSF charges a fee to the Village or Licensee for Maintenance performed under this Agreement relative to the Licensee's use of the Clausen Avenue pedestrian underpass that crosses under the BNSF ROW, the Licensee shall be solely responsible for paying the fee.

2. Licensee shall be solely liable for any damages resulting from any Maintenance due to Licensee's failure to comply with the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 *et seq.*

7. **Permits:** The Licensee shall secure all necessary permits required for Maintenance, including Village permits, and shall pay the customary and standard permit fees, and shall post the security required by Section 8-11-10 (Security) of the ROW Construction Ordinance, prior to commencing any Maintenance.

8. **Operation and Maintenance of Cable System:** The Licensee shall, during the Term of this Agreement, be responsible for maintaining the Cable System in good and safe condition at all times and in compliance at all times with applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation, the National Electrical Code, the National Electrical Safety Code, and the standards in Section 8-11-20 (Maintenance and Emergency Maintenance) of

the ROW Construction Ordinance, and the costs of said Maintenance shall be paid solely by the Licensee. In the event of a loss of service in the Cable System, the Licensee shall repair any damage and restore service promptly, and in a manner in accordance with industry standards. At no time, and under no circumstances, may the Licensee take any action that would have an adverse impact of any kind on the maintenance or operation of the **MAN**.

9. **Property Restoration and Repairs:**

A. The Licensee shall comply with the cleanup and restoration requirements of Section 8-11-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

B. If the Licensee fails to restore or repair any disturbance or damage within the required time, the Village may undertake the restoration or repairs, at the Licensee's sole cost and expense, using the Village's own staff or forces or third-party contractors. The licensee shall reimburse the Village for all costs and expenses incurred by the Village related to the restoration or repairs, including reasonable administrative costs, within thirty (30) calendar days after receipt of an invoice of those costs and expenses from the Village. The invoice shall include reasonable detail of the costs and expenses and must include receipts or other document when available. If the Licensee fails to pay the Village within thirty (30) calendar days after receipt of the invoice, the Village may issue a notice to the Licensee that the Village will terminate this Agreement if payment is not received within fifteen (15) calendar days after the date of that notice. If the Licensee fails to pay the Village within that fifteen (15) calendar day period, then the Village may immediately terminate this Agreement.

10. **No Liability for Damage to Cable System MAN, or MAN Improvements:** Unless directly and proximately caused by a negligent, willful, intentional, or malicious act of the Village, the Village shall not be liable for, and the Licensee expressly waives all claims it may have against the Village for, any damage to or loss of the Cable System, the **MAN**, or the MAN Improvements.

11. **Mechanic's Lien:** The Licensee shall not suffer or permit any mechanic's lien or other such lien to attach to any portion of the Approved ROW Locations and/or the MAN, and the Licensee shall be solely responsible for payment of any mechanic's lien or other lien. The Licensee shall save and keep harmless the Village and its property from any such lien or claim therefor and from any and all cost or expense incurred in connection with any such lien or claim, including the Village's attorney's fees and expenses incurred with removing, settling or contesting such lien or claim.

12. **Transfer or Assignment of Agreement:** This Agreement is binding on, and inures to the benefit of the Village, the Licensee, and their successors and assigns. Except as stated in this Section 12, the Licensee has no right or authority to transfer or assign this Agreement or any interest in any part of this Agreement without the prior, express, written consent of the Village, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the MAN and/or the MAN Improvements. The Licensee may assign this Agreement without the Village's consent to the Licensee's affiliate or to the

Licensee's successor in connection with a merger, reorganization, or sale of all or substantially all the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the MAN and/or the MAN Improvements.

13. **Indemnification:** As a material inducement for the Village to enter into this Agreement, the Licensee agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees (the "Village Affiliates") from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Licensee's Maintenance of the Cable System

and/or MAN Improvements, or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Village or the Village Affiliates.

The scope of the Licensee's indemnification shall include, but is not limited to:

- (1) Any negligent, tortious or wrongful act or omission of the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees or invitees, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- (2) Loss or damage of any kind resulting from the Licensee's failure to comply with any provision of this Agreement, or of any federal, state, county or Village law, regulation, or ordinance applicable to the Licensee.

As a condition of the Village entering into this Agreement, the Licensee agrees to assume for its representatives, officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions which are created or caused by the Licensee, in, on or about that portion of the Cable System used by the Licensee pursuant to this Agreement.

In the event of any such injury including death or loss or damage or claim or claims therefore, the Licensee shall give immediate written notice thereof to the Village, the Village shall have the right to select its own counsel to be paid for by Licensee, and the Village shall have the right to direct its own defense.

14. **Insurance:** Licensee shall procure and maintain, for the duration of the Agreement, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Licensee, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village and the Village Affiliates as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and

2. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and

3. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto;" and

4. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. **Minimum Limits of Insurance:** The Licensee shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000; and

2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident; and

4. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis; and

5. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

C. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village and the Village Affiliates; or the Licensee shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage:**

a. The Village and the Village Affiliates are to be covered as additional insured as respects: liability arising out of the Village's work, including activities performed by or on behalf of the Village; products and completed operations of the Village; premises owned, leased or used by the Village; or automobiles owned, leased, hired or borrowed by the Village. The coverage shall contain no special limitations on the scope of protection afforded to the Village and the Village Affiliates.

b. The Village's insurance coverage shall be primary as respects the Village and the Village Affiliates. Any insurance or self-insurance maintained by the Village and the Village Affiliates shall be excess of Village's and the Village Affiliates' insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village and the Village Affiliates.

d. The Village's insurance shall contain a Severability of Interests/Cross Liability" clause or language stating that Village's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Village shall be required to name the Village and the Village Affiliates. A copy of the actual additional insured endorsement shall be provided to the Village.

2. **Workers' Compensation and Employers Liability**

**Coverage:** The insurer shall agree to waive all rights of subrogation against the Village and the Village Affiliates for losses arising from work performed by Licensee for the Village.

3. **All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Village.

E. **Acceptability of Insurers:** Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

F. **Verification of Coverage:** The Licensee shall furnish the Village with certificates of insurance naming the Village and the Village Affiliates as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Licensee's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits stated above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

G. **Subcontractors:** The Licensee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. **Assumption of Liability:** The Licensee assumes liability for all injury to or death of any person or persons including employees of the Licensee, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

15. **Reimbursement of Village Expenses:** The Licensee shall reimburse the Village for its costs for reviewing and negotiating this Agreement in an amount not to exceed Three Thousand and No/100 Dollars (\$3,000.00). The Village shall provide the Licensee an invoice stating those costs within thirty (30) calendar days after the Effective Date. The Licensee shall pay the Village within ten (10) business days after receipt of the invoice.

16. **Compliance With Laws:** The Licensee certifies as follows:

A. That any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, state and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.

B. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).

C. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).

D. In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, state, county and Village laws, ordinances, and regulations, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Licensee hereunder. Any complaint of such discrimination received by the Licensee shall be immediately forwarded to the Village.

E. That it shall comply with all applicable federal, state, county, and Village laws, ordinances, and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the

employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Licensee agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the Licensee further agrees to make all required withholdings and deposits, therefore. Such requirements shall be included by the Licensee in all its contracts and agreements with contractors and subcontractors for this program.

F. .

G. Section 7(2) of the Illinois Freedom of Information Act (the "FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a Party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Licensee acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Licensee's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Licensee agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. The Licensee acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act.

**17. Termination of Agreement:**

A. **Termination by Licensee:** Subject to the conditions stated in this Subsection 17(A) , the Licensee may terminate this Agreement at any time and for any reason upon thirty (30) calendar days advance written notice to the Village of its intention to terminate. The following conditions apply to any termination of this Agreement by the Licensee:

1. All of Licensee's obligations related to the Cable System and MAN Improvements shall survive termination of this Agreement such that the Licensee may take no action related to the Cable System or the MAN Improvements that would have an adverse impact of any kind on the maintenance or operation of the MAN Improvements, and Licensee's obligations related to the Cable System Man Improvements shall only terminate at such time as the maintenance and operation of the Cable System and MAN Improvements will not be adversely impacted; and

2. All unfulfilled or unfinished obligations of the Licensee under this Agreement, whether Maintenance obligations, payment obligations, restoration or repair obligations, or any other obligation, survive termination of this Agreement, and the Licensee shall continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

B. **Termination by Village:** Subject to the conditions stated in this Subsection 17(8), the Village may terminate this Agreement for any of the following causes:

1. A material violation of any term of this Agreement and the Licensee's failure to completely cure that violation within fifteen (15) calendar days after receipt of written notice by Village that identifies the violation.

2. The material failure of Licensee to comply with all applicable federal, state, county, or Village laws, ordinances, rules, or regulations.

3. The Licensee made a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement or in a permit application for the Cable System and/or MAN Improvements.

4. Construction of the Cable System and/or MAN Improvements contrary to the plans and specifications approved by the Village.

5. The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.

6. The Licensee transfers the License without the Village's approval required under this Agreement.

7. The Licensee ceases its business operations or ceases operation of the Cable System and/or the MAN Improvements, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within thirty (30) calendar days after they were ceased.

8. Any portion of the Cable System and/or MAN Improvements presents a direct or imminent threat to the public health, safety, or welfare, whether due to its location, condition, or other circumstance, and the Licensee fails to mitigate that threat promptly.

9. Failure to provide the required traffic control, or failure to follow safety requirements while performing work, and to respond to requests from the Village to correct such deficiencies within a reasonable time.

C. **Cessation of Agreement:** At the time this Agreement is no longer in effect, for any reason including, but not limited to, expiration of the Term or an Extended Term, or termination by the Village or Licensee, or pursuant to court order or decree:

1. The Village shall direct the Licensee as to what portion of the Cable System, if any, the Licensee must remove from the Village's public rights of way. Any portion of the Cable System designated by the Village for removal must be removed by the Licensee at its sole cost and expense within thirty (30) calendar days after the date of termination, and the Licensee shall promptly restore all disturbed public rights of way to the standards in Section 8-11-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

2. The Licensee, at no cost or expense to the Village, shall quitclaim and transfer to the Village by a bill of sale all rights, title, warranties, and interest to all portions of the Cable System and/or MAN Improvements that remains with the Licensee, within fifteen (15) calendar days of a written demand of the Village.

18. **Complete Agreement: Amendments:** This Agreement represents the entire agreement between the Village and the Licensee regarding the subject matter hereof. This Agreement may be amended only in writing with the signatures of the properly authorized representatives of the Parties.

19. **Incorporation of Exhibits:** Exhibit A through Exhibit D are incorporated as substantive provisions of this Agreement.

20. **Governing Law; Venue:** This Agreement will be governed, interpreted, and construed in accordance with the laws, and conflicts of law rules, of the State of Illinois. The venue for any dispute between the Parties shall be in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

21. **Taxes:** Nothing contained in this Agreement shall be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment that is or may be hereafter lawfully imposed, and the Licensee shall be responsible for the payment of any taxes assessed relative to its use of the Village's public rights of way or the Licensee's operation of the Cable System and/or the MAN Improvements.

22. **No Waiver:** The waiver by a Party of a particular breach of this Agreement or the failure of a Party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver any other breach or a bar from enforcing any other term.

23. **Notice:** All notices, demands, elections, and other instruments required or permitted to be given or made by any Party upon one or more of the others under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party at the respective addresses shown below or to such other Party or address as either Party may from time to time furnish to the other in writing. Service on the legal counsel for either Party is sufficient notice to the Party.

(a) Notices to Western Springs shall be sent to:

Attn:  
Village Manager  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558  
Phone: (708) 246-1800  
Fax: (708) 246-0284

With a copy to:

Anne Skrodzki Klein, Thorpe  
& Jenkins, Ltd. 20 North  
Wacker Drive Suite 1660  
Chicago, Illinois 60606  
Phone: (312) 984-6400  
Fax: (312) 984-6444

(b) Notices to Licensee shall be sent to:

WideOpenWest Illinois, LLC  
Attn: Business Manager  
1674 Frontenac Rd  
Naperville, IL 60563

24. **Good Faith Cooperation:** The Parties agree that: (i) in the event a decision by a regulatory authority at the federal, state, county, or Village level necessitates modifications in this Agreement; or (ii) the Village's determines in good faith that the Licensee's use of the MAN Improvements materially interferes with the Cable System, the Parties will negotiate in good faith to modify the Agreement to permit each Party, to the extent practicable, to enjoy the intended benefits of this Agreement. The Parties otherwise mutually agree to cooperate with each other in good faith to permit the Parties to perform their duties and obligations under the Agreement.

25. **Force Majeure:** The Village and the Licensee shall not be responsible for any failure to perform or delay in performance due to unforeseen circumstances, or due to a cause beyond the Party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, acts of suppliers or vendors, strikes, fuel, energy, labor or materials.

26. **Survival:** The obligations and rights in Sections 10, 13, 14, 17(C), and 22 of this Agreement, shall survive the life of this Agreement, and shall remain in full force and effect, even if this Agreement is no longer in effect.

**IN WITNESS WHEREOF**, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of Western Springs, and the Licensee have signed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**VILLAGE OF WESTERN SPRINGS,**  
an Illinois municipal corporation

**WIDOPENWEST ILLINOIS, LLC,**  
a Delaware limited liability company

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Village Clerk

ATTEST: \_\_\_\_\_  
Secretary

DRAFT

**RIGHT OF WAY USE  
LICENSE AND FIBER OPTIC CABLE AGREEMENT  
BETWEEN THE VILLAGE OF WESTERN SPRINGS  
AND WIDOPENWEST ILLINOIS, LLC**

This **RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDOPENWEST ILLINOIS, LLC** (the "Agreement") is entered into on 9th Nov., 2015 (the "Effective Date") by and between the Village of Western Springs, an Illinois municipal corporation (the "Village") and WideOpenWest Illinois, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois (the "Licensee"). The Village and the Licensee shall be referred to as the "Parties," and individually as a "Party."

**WHEREAS**, the Village maintains standards for construction within its public rights of way in Title 8 (Public Ways and Property), Chapter 11 (Standards for Construction of Utility Facilities In Public Rights Of Way), of the Village of Western Springs Municipal Code (the "ROW Construction Ordinance"), as amended from time to time; and

**WHEREAS**, the Village owns and maintains a fiber optic metropolitan area network (the "MAN") within its public rights of way depicted in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, the Village desires to extend and expand its MAN in the locations, and within the Village owned public rights of way, as depicted in **Exhibit B** attached hereto and made a part hereof (the "Approved ROW Locations"); and

**WHEREAS**, the Licensee holds a certificate of authority with the Illinois Commerce Commission; and

**WHEREAS**, the Licensee desires a license to construct, install, operate, maintain, and replace a privately owned and operated fiber optic telecommunications cables (the "Cable System") both underground and on existing utility poles within the Approved ROW Locations, as depicted and described in **Group Exhibit C** attached hereto and made a part hereof; and

**WHEREAS**, the Licensee desires to utilize the Cable System to extend the scope of its private business activities; and

**WHEREAS**, the Licensee is not delivering, and does not intend to deliver, cable television service to residents of the Village; and

**WHEREAS**, in consideration of, and subject to, the terms of this Agreement, the Village agrees to allow the Licensee, at its sole cost, to install additional fiber optic cables within the Approved ROW Locations to expand the MAN in the areas depicted in **Exhibit B** and **Exhibit C-1**, and to construct, install, operate, maintain,

and replace its Cable System within certain of the Approved ROW Locations, including underneath the Burlington North Santa Fe Railroad ("BNSF") right of way ("BNSF ROW") using the Village-owned conduit adjacent to the Clausen Avenue pedestrian underpass; and

**WHEREAS**, the Licensee is willing to install and extend the MAN for the Village for the exclusive and permanent use of the Village, all as set forth and further defined in this Agreement (the "MAN Improvements"), as depicted and described in **Group Exhibit D** attached hereto and made a part hereof; and

**WHEREAS**, the Village has determined that it is useful to the Village and its residents to grant a public right of way use license to the Licensee for the Cable System as provided in this Agreement, and for the Village to acquire the MAN Improvements; and

**WHEREAS**, the Licensee is authorized to enter into this Agreement and to perform the obligations and commitments set forth in this Agreement; and

**WHEREAS**, the Village and Licensee are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970.

**NOW, THEREFORE**, in consideration of the mutual consideration exchanged between the Parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the Parties agree as follow:

1. **Recitals**: The Recitals are incorporated into this Agreement as material terms of this Agreement.

2. **Grant of Right of Way Use License**: For and in consideration of the terms of this Agreement, and in compliance with all federal, state, county, and Village laws, ordinances, and regulations, the Village grants to the Licensee a non-exclusive revocable license (the "License") to construct, install, operate, maintain, and replace (collectively the "Maintenance") the Cable System and MAN Improvements in the Approved ROW Locations, subject to the terms of this Agreement. This Agreement and the License do not convey any right, title, or interest of any kind, including any ownership or leasehold interest, in any Village public rights of way, but is a license only for the use and occupancy of the specified Approved ROW Locations for the limited purposes stated in this Agreement.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access Village public rights of way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work by Licensee must comply with the requirements for emergency maintenance in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, as amended from time to time.

3. **Term of Agreement; Reopener:**

A. This Agreement, and the License granted herein, shall be for a ten (10) year term, commencing on the Effective Date (the "Term") of the Agreement, which shall be the date the last signatory signs the Agreement, unless otherwise extended. The Term may be extended by mutual written agreement of the Parties for one (1) or more successive terms of not more than ten (10) years each (each such period is an "Extended Term"), so long as the Licensee is in full compliance with the terms of this Agreement at the time of each extension. A Party requesting an Extended Term shall submit such a request to the other Party in writing at least thirty (30) calendar days prior to expiration of the Term or the Extended Term then in effect. The thirty (30) calendar day period may be waived by the other Party.

B. During the Term, the Licensee shall not pay the Village a License fee, in consideration of the Licensee's installation of the MAN Improvements, and in consideration of the Licensee's transfer of ownership of the MAN Improvements to the Village.

C. The Parties shall reopen, renegotiate, and amend this Agreement if any of the following occurs:

1. If the Licensee desires to provide any "telecommunications service" to persons or areas within the Village, as defined in Section 8-8-2 (Definitions) of the Village of Western Springs Municipal Code (the "Code"), the Parties shall amend this Agreement in accordance with Title 8 (Public Ways and Property) and Chapter 8 (Telecommunications), to include terms of the franchise agreement called for in Section 8-8-3(C) (Telecommunications Franchise) of the Code, including payment by the Licensee of a franchise fee to the Village.

2. If the Licensee desires to extend the footprint of the Cable System or increase the number of strands in the Cable System, the Parties shall amend this Agreement to include such additional terms and consideration as are necessary to obtain the Village's consent to allow the Licensee to so extend or modify the Cable System.

3. If federal, state, or county laws, regulations, or requirements regarding the MAN or this Agreement impose any unforeseen cost or expense on the Village, the Parties shall amend this Agreement to allocate the costs or expenses among the Parties.

4. If the BNSF imposes any unforeseen expense(s) related to the use of the Village-owned conduit utilized by the Parties.

4. **Location, Description and Installation of Cable System:** The Cable System shall be composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Cable System are described in **Group Exhibit C**. The Cable System, once installed, shall be owned by Licensee, subject to the terms of this Agreement. The Licensee represents and warrants that it does not hold any franchise issued by the Village for the provision of "telecommunications service" to persons or areas in the Village, as defined in Section 8-8-2 (Definitions) of the Code, and Licensee shall not provide such telecommunication service until and unless Licensee obtains a franchise issued by the Village, as required by Section 8-8-3 (General Requirements) of the Code, and in accordance with the process in Section 3(C)(1) of this Agreement. On or before Nov 9, 2014, 2015, the Licensee shall install the fiber optic cable segments that comprise the Cable System.

5. **MAN Improvements:**

A. The Licensee shall, at Licensee's sole cost and expense, install the fiber optic cable segments that comprise the MAN Improvements, as set forth in the following "Table 1," and as depicted and further described in **Group Exhibit D**:

**Table 1**

#	From	To	Strands	Initial Ownership	Type	Color on Exhibit D-1
1	Western Springs Village Hall ("WS Village Hall")	Lyons Township High School North Main Building ("LTHS NMB")	24	D204	Buried	Blue
2	WS Village Hall	Thru La Grange Area Department of Special Education to LTHS NMB	6	D204	Buried	Blue
3	WS Village Hall	Thru West Field to LTHS NMB	6	D204	Buried	Blue
4	WS Village Hall	Thru Transition House Lab to LTHS NMB	6	D204	Buried	Blue
5	WS Village Hall	Straight to LTHS NMB	6	D204	Buried	Blue
6	WS Village Hall	La Grange Police Department	12	Village / La Grange / LTACC	Buried	Green
7	WS Village Hall	Field Park Elementary School	6	Village	Buried	Red
8	WS Village Hall	Clausen Avenue Underpass	6	Village	Buried	Yellow
9	Clausen Avenue Underpass	Corner of North Brainard Avenue and West Hillgrove Avenue	12	Village / La Grange / LTACC	Buried	Green
10	La Grange Police Department	La Grange Park Police Department	6	WOW	Aerial	Orange

B. Each segment of the MAN Improvements shall:

1. Contain the number of fiber optic strands in the "Strands" column in Table 1; and

2. Be constructed underground and on existing utility poles within the Approved ROW Locations as set forth in the "Type" column in Table 1; and

3. Upon completion of installation of the MAN Improvements, and after written acceptance by the entity set forth in the "Initial Ownership" column of Table 1 of a no fee bill of sale executed by Licensee, all components of the MAN Improvements for each segment, including without limitation the fiber optic strands, conduits, handholes, patch panels, locate posts, and locate wires (collectively the "MAN Improvement Components") shall become the property of the entity set forth in the "Initial Ownership" column of Table 1, and all rights, title, and interest in the MAN Improvements shall be and remain with entity set forth in the "Initial Ownership" column of Table 1, or their assigns, except that any segment which crosses the municipal corporate boundary from the Village to the Village of La Grange shall be owned, maintained, repaired and replaced by the municipality within that municipality's corporate boundary, such that the Village and the Village of La Grange, or their assigns, shall each be responsible for ownership, maintenance, repair and replacement of the segments, or portions thereof, within their respective municipal corporate boundaries, except that all aerial facilities shall be owned and maintained by Licensee; and

4. Be installed on or the Effective Date, except that Segment 9 shall be installed within twelve (12) months of the Effective Date.

C. Segments 6 and 9 shall be owned, maintained, repaired and replaced by the Village and the Village of La Grange within their respective municipal corporate boundaries until such time as the Village and the Village of La Grange transfer title to Segments 6 and 9 to the "Lyons Township Area Communications Center" ("LTACC"), and LTACC, or their assigns, shall thereafter own, maintain, repair and replace Segments 6 and 9.

D. The entities set forth in the "Initial Owners" column in Table 1 may freely assign their respective ownership interests in the MAN Improvements, and the consent of Licensee shall not be necessary in order for any such assignment to occur.

E. In order to comply with the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as set forth in Section 16(F) below, the Parties agree that:

1. The MAN Improvements consist of Twenty Nine Thousand Forty (29,040) linear feet of fiber optic cable installed by Licensee (the "MAN Improvements Length"), the Cable System consists of Ten Thousand Four Hundred Fifty Four (10,454) linear feet of fiber optic cable installed by Licensee (the "Cable System Length"), and together the MAN Improvements and the Cable System consist of a

total of Eighteen Thousand Five Hundred Eighty Six (18,586) linear feet of fiber optic cable (the "Total Improvements Length").

2. The MAN Improvements consist of Thirty Six Percent (36%) of the Total Improvements Length (the "MAN Improvements Cost Share"), which is the product of the MAN Improvements Length divided by the Total Improvements Length. The Cable System consists of Sixty Four Percent (64%) of the Total Improvements Length (the "Cable System Cost Share"), which is the product of the Cable System Length divided by the Total Improvements Length.

3. The wages paid by Licensee to build the MAN Improvements and the Cable System are 2,371.28 Dollars (\$2,371.28) (the "Total Wages Cost"). The wages paid by Licensee to build the MAN Improvements are 668 (\$668.00) (the "MAN Improvements Wage Costs"), which is the product of the MAN Improvements Cost Share multiplied by the Total Wages Cost.

4. The Licensee shall, within 30 (X) business days of the Effective Date, deliver to the Village all documents reasonably requested by the Village relating to the wages paid, hours worked, and other information needed to compute the wages owed under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for construction the MAN Improvements (the "MAN PWA Wages"). The wages owed under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for construction the MAN Improvements shall be the "MAN PWA Wages." The Licensee shall, within the same time period, submit to the Village and the Illinois Department of Labor, as the case may be, all other documents and information necessary to comply with the Licensee's obligations under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

5. The Village shall, within 30 (X) business days after receipt of all documents and information required to calculate the MAN PWA Wages, pay to Licensee the MAN Improvement Wage Costs subtracted from the MAN PWA Wages.

6. **Construction Within and Use of Public Rights of Way:**

A. All Maintenance within the Village's rights of way shall comply with the ROW Construction Ordinance, as amended from time to time, and other applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation the National Electrical Code, the National Electrical Safety Code, and the standards in Section 8-11-16 (Construction Methods and Materials) of the ROW Construction Ordinance, as amended from time to time. The Licensee shall not interfere with property of Village or the property of other users of the public rights of way.

B. This Agreement does not authorize the Licensee to use any privately owned property, except that if a portion of the Approved ROW Locations consists of an easement area in favor of the Village over private property and the easement permits the Licensee's use of the easement area, the Licensee may use the easement area.

C. All Maintenance by the Licensee shall be further subject to the following regulations and requirements:

1. The Approved ROW Locations include the Clausen Avenue pedestrian under pass that crosses under the BNSF ROW. The Licensee shall hand excavate inside the BNSF ROW to expose the existing four inch (4") conduit. The four inch (4") PVC conduit shall be extended north and south into the Village's right of way and piped into a handhole to be owned by the Village and provided by the Licensee. Licensee may pass through and separate its four hundred thirty two (432) count fiber to an adjacent handhole box to be owned and maintained by Licensee. Licensee shall install a fabric innerduct with six (6) cells and install each fiber run through an innerduct. Pull strings shall be provided in all unused innerducts within the Village's existing four inch (4") conduit. All work taking place in the BNSF ROW shall be restored to its prior condition immediately upon completion of the work or as directed by the Village. If the BNSF charges a fee to the Village or Licensee for Maintenance performed under this Agreement relative to the Licensee's use of the Clausen Avenue pedestrian underpass that crosses under the BNSF ROW, the Licensee shall be solely responsible for paying the fee.

2. All MAN Improvement Components shall be provided by Licensee at Licensee's cost and ownership conveyed by bill of sale to the entity set forth in the "Ownership" column of Table 1. A minimum of ten feet (10') of cable slack shall be provided in each handhole box. A minimum of ten feet (10') of cable slack shall be provided at each segment termination location.

3. The Licensee shall provide the Village with no less than twenty four (24) hours of notice prior to the commencement of work taking place in the Approved ROW Locations each calendar day, including but not limited to work in the BNSF ROW. The Licensee shall not commence any work under this Agreement unless timely notice has been given.

4. Licensee shall install a #12 (THNN or equal) copper locate wire with proper termination at locate posts and hand holes for fiber optic cable segment labeled "# 6" in Table 1, from the Western Springs Village Hall to the La Grange Police Department.

5. Licensee shall install the MAN Improvement Components in the locations specified in the plans in **Exhibit D-1**.

6. Licensee shall re-terminate all fiber at existing termination locations, including but not limited to the Western Springs Village Hall, Field Park School, and the security cameras located at the Clausen Avenue Underpass.

7. Licensee shall, at its cost, prepare and provide to the Village "as-built" plans for the Cable System and MAN Improvements within a reasonable time after installation of the Cable System and MAN Improvements. The as-built plans shall include all relevant information requested by the Village, including but not limited to depth of the conduit and a strand identification map or table.

8. Licensee shall be solely liable for any damages resulting from any Maintenance due to Licensee's failure to comply with the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 *et seq.*

7. **Permits:** The Licensee shall secure all necessary permits required for Maintenance, including Village permits, and shall pay the customary and standard permit fees, and shall post the security required by Section 8-11-10 (Security) of the ROW Construction Ordinance, prior to commencing any Maintenance.

8. **Operation and Maintenance of Cable System:** The Licensee shall, during the Term of this Agreement, be responsible for maintaining the Cable System in good and safe condition at all times and in compliance at all times with applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation, the National Electrical Code, the National Electrical Safety Code, and the standards in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, and the costs of said Maintenance shall be paid solely by the Licensee. In the event of a loss of service in the Cable System, the Licensee shall repair any damage and restore service promptly, and in a manner in accordance with industry standards. At no time, and under no circumstances, may the Licensee take any action that would have an adverse impact of any kind on the maintenance or operation of the MAN.

9. **Property Restoration and Repairs:**

A. The Licensee shall comply with the cleanup and restoration requirements of Section 8-11-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

B. If the Licensee fails to restore or repair any disturbance or damage within the required time, the Village may undertake the restoration or repairs, at the Licensee's sole cost and expense, using the Village's own staff or forces or third-party contractors. The Licensee shall reimburse the Village for all costs and

expenses incurred by the Village related to the restoration or repairs, including reasonable administrative costs, within thirty (30) calendar days after receipt of an invoice of those costs and expenses from the Village. The invoice shall include reasonable detail of the costs and expenses and must include receipts or other document when available. If the Licensee fails to pay the Village within thirty (30) calendar days after receipt of the invoice, the Village may issue a notice to the Licensee that the Village will terminate this Agreement if payment is not received within fifteen (15) calendar days after the date of that notice. If the Licensee fails to pay the Village within that fifteen (15) calendar day period, then the Village may immediately terminate this Agreement.

10. **No Liability for Damage to Cable System MAN, or MAN Improvements:** Unless directly and proximately caused by a negligent, willful, intentional, or malicious act of the Village, the Village shall not be liable for, and the Licensee expressly waives all claims it may have against the Village for, any damage to or loss of the Cable System, the MAN, or the MAN Improvements.

11. **Mechanic's Lien:** The Licensee shall not suffer or permit any mechanic's lien or other such lien to attach to any portion of the Approved ROW Locations and/or the MAN, and the Licensee shall be solely responsible for payment of any mechanic's lien or other lien. The Licensee shall save and keep harmless the Village and its property from any such lien or claim therefor and from any and all cost or expense incurred in connection with any such lien or claim, including the Village's attorney's fees and expenses incurred with removing, settling or contesting such lien or claim.

12. **Transfer or Assignment of Agreement:** This Agreement is binding on, and inures to the benefit of the Village, the Licensee, and their successors and assigns. Except as stated in this Section 12, the Licensee has no right or authority to transfer or assign this Agreement or any interest in any part of this Agreement without the prior, express, written consent of the Village, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the MAN and/or the MAN Improvements. The Licensee may assign this Agreement without the Village's consent to the Licensee's affiliate or to the Licensee's successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the MAN and/or the MAN Improvements.

13. **Indemnification:** As a material inducement for the Village to enter into this Agreement, the Licensee agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees (the "Village Affiliates") from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Licensee's Maintenance of the Cable System

and/or MAN Improvements, or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Village or the Village Affiliates.

The scope of the Licensee's indemnification shall include, but is not limited to:

- (1) Any negligent, tortious or wrongful act or omission of the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees or invitees, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- (2) Loss or damage of any kind resulting from the Licensee's failure to comply with any provision of this Agreement, or of any federal, state, county or Village law, regulation, or ordinance applicable to the Licensee.

As a condition of the Village entering into this Agreement, the Licensee agrees to assume for its representatives, officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions which are created or caused by the Licensee, in, on or about that portion of the Cable System used by the Licensee pursuant to this Agreement.

In the event of any such injury including death or loss or damage or claim or claims therefore, the Licensee shall give immediate written notice thereof to the Village, the Village shall have the right to select its own counsel to be paid for by Licensee, and the Village shall have the right to direct its own defense.

14. **Insurance:** Licensee shall procure and maintain, for the duration of the Agreement, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Licensee, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village and the Village Affiliates as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and

2. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and

3. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto;" and

4. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. **Minimum Limits of Insurance:** The Licensee shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000; and

2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident; and

4. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis; and

5. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

C. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village and the Village Affiliates; or the Licensee shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage:**

a. The Village and the Village Affiliates are to be covered as additional insured as respects: liability arising out of the Village's work, including activities performed by or on behalf of the Village; products and completed operations of the Village; premises owned, leased or used by the Village; or automobiles owned, leased, hired or borrowed by the Village. The coverage shall contain no special limitations on the scope of protection afforded to the Village and the Village Affiliates.

b. The Village's insurance coverage shall be primary as respects the Village and the Village Affiliates. Any insurance or self-insurance maintained by the Village and the Village Affiliates shall be excess of Village's and the Village Affiliates' insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village and the Village Affiliates.

d. The Village's insurance shall contain a "Severability of Interests/Cross Liability" clause or language stating that Village's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Village shall be required to name the Village and the Village Affiliates. A copy of the actual additional insured endorsement shall be provided to the Village.

2. **Workers' Compensation and Employers Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the Village and the Village Affiliates for losses arising from work performed by Licensee for the Village.

3. **All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Village.

E. **Acceptability of Insurers:** Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

F. **Verification of Coverage:** The Licensee shall furnish the Village with certificates of insurance naming the Village and the Village Affiliates as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Licensee's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits stated above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

G. **Subcontractors**: The Licensee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. **Assumption of Liability**: The Licensee assumes liability for all injury to or death of any person or persons including employees of the Licensee, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

15. **Reimbursement of Village Expenses**: The Licensee shall reimburse the Village for its costs for reviewing and negotiating this Agreement in an amount not to exceed Three Thousand and No/100 Dollars (\$3,000.00). The Village shall provide the Licensee an invoice stating those costs within thirty (30) calendar days after the Effective Date. The Licensee shall pay the Village within ten (10) business days after receipt of the invoice.

16. **Compliance With Laws**: The Licensee certifies as follows:

A. That any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, state and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.

B. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).

C. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).

D. In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, state, county and Village laws, ordinances, and regulations, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Licensee hereunder. Any complaint of such discrimination received by the Licensee shall be immediately forwarded to the Village.

E. That it shall comply with all applicable federal, state, county, and Village laws, ordinances, and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the

employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Licensee agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the Licensee further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Licensee in all its contracts and agreements with contractors and subcontractors for this program.

F. The Licensee agrees to pay not less than the prevailing rate of wages as determined by the Illinois Department of Labor (IDOL) and as set forth in the schedule of prevailing wages maintained by the IDOL under the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as applicable to all laborers, workers, and mechanics performing work under this Agreement on the MAN Improvements. The Licensee, its contractors, and its subcontractors shall comply with the reporting requirements of the Prevailing Wage Act throughout the duration of the Agreement. Should the IDOL revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Agreement. It is the Licensee's sole responsibility and duty to insure that any revision in the prevailing wage rates during the course of the project will be reflected in payment from the Licensee and each contractor and subcontractor to each worker where the change is applicable.

G. The Licensee also agrees to require any contractor doing construction work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section.

H. Section 7(2) of the Illinois Freedom of Information Act (the "FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a Party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Licensee acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Licensee's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Licensee agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. The Licensee acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act.

17. **Termination of Agreement:**

A. **Termination by Licensee:** Subject to the conditions stated in this Subsection 17(A), the Licensee may terminate this Agreement at any time and for any reason upon thirty (30) calendar days advance written notice to the Village of its intention to terminate. The following conditions apply to any termination of this Agreement by the Licensee:

1. All of Licensee's obligations related to the Cable System and MAN Improvements shall survive termination of this Agreement such that the Licensee may take no action related to the Cable System or the MAN Improvements that would have an adverse impact of any kind on the maintenance or operation of the MAN Improvements, and Licensee's obligations related to the Cable System Man Improvements shall only terminate at such time as the maintenance and operation of the Cable System and MAN Improvements will not be adversely impacted; and

2. All unfulfilled or unfinished obligations of the Licensee under this Agreement, whether Maintenance obligations, payment obligations, restoration or repair obligations, or any other obligation, survive termination of this Agreement, and the Licensee shall continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

B. **Termination by Village:** Subject to the conditions stated in this Subsection 17(B), the Village may terminate this Agreement for any of the following causes:

1. A material violation of any term of this Agreement and the Licensee's failure to completely cure that violation within fifteen (15) calendar days after receipt of written notice by Village that identifies the violation.

2. The material failure of Licensee to comply with all applicable federal, state, county, or Village laws, ordinances, rules, or regulations.

3. The Licensee made a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement or in a permit application for the Cable System and/or MAN Improvements.

4. Construction of the Cable System and/or MAN Improvements contrary to the plans and specifications approved by the Village.

5. The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.

6. The Licensee transfers the License without the Village's approval required under this Agreement.

7. The Licensee ceases its business operations or ceases operation of the Cable System and/or the MAN Improvements, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within thirty (30) calendar days after they were ceased.

8. Any portion of the Cable System and/or MAN Improvements presents a direct or imminent threat to the public health, safety, or welfare, whether due to its location, condition, or other circumstance, and the Licensee fails to mitigate that threat promptly.

9. Failure to provide the required traffic control, or failure to follow safety requirements while performing work, and to respond to requests from the Village to correct such deficiencies within a reasonable time.

C. **Cessation of Agreement:** At the time this Agreement is no longer in effect, for any reason including, but not limited to, expiration of the Term or an Extended Term, or termination by the Village or Licensee, or pursuant to court order or decree:

1. The Village shall direct the Licensee as to what portion of the Cable System and/or MAN Improvements, if any, the Licensee must remove from the Village's public rights of way. Any portion of the Cable System and/or MAN Improvements designated by the Village for removal must be removed by the Licensee at its sole cost and expense within thirty (30) calendar days after the date of termination, and the Licensee shall promptly restore all disturbed public rights of way to the standards in Section 8-11-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

2. The Licensee, at no cost or expense to the Village, shall quitclaim and transfer to the Village by a bill of sale all rights, title, warranties, and interest to all portions of the Cable System and/or MAN Improvements that remains with the Licensee, within fifteen (15) calendar days of a written demand of the Village.

18. **Complete Agreement; Amendments:** This Agreement represents the entire agreement between the Village and the Licensee regarding the subject matter hereof. This Agreement may be amended only in writing with the signatures of the properly authorized representatives of the Parties.

19. **Incorporation of Exhibits:** **Exhibit A** through **Exhibit D** are incorporated as substantive provisions of this Agreement.

20. **Governing Law; Venue:** This Agreement will be governed, interpreted, and construed in accordance with the laws, but not the conflicts of law rules, of the State of Illinois. The venue for any dispute between the Parties shall be in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

21. **Taxes:** Nothing contained in this Agreement shall be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment that is or may be hereafter lawfully imposed, and the Licensee shall be responsible for the payment of any taxes assessed relative to its use of the Village's public rights of way or the Licensee's operation of the Cable System and/or the MAN Improvements.

22. **No Waiver:** The waiver by a Party of a particular breach of this Agreement or the failure of a Party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver any other breach or a bar from enforcing any other term.

23. **Notice:** All notices, demands, elections, and other instruments required or permitted to be given or made by any Party upon one or more of the others under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party at the respective addresses shown below or to such other Party or address as either Party may from time to time furnish to the other in writing. Service on the legal counsel for either Party is sufficient notice to the Party.

(a) Notices to Western Springs shall be sent to:

With a copy to:

Village Manager  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558  
Phone: (708) 246-1800  
Fax: (708) 246-0284

Michael T. Jurusik  
Klein, Thorpe & Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606  
Phone: (312) 984-6400  
Fax: (312) 984-6444

(b) Notices to Licensee shall be sent to:

WideOpenWest Illinois, LLC  
Attn: Business Manager  
1674 Frontenac Rd  
Naperville, IL 60563

24. **Good Faith Cooperation:** The Parties agree that: (i) in the event a decision by a regulatory authority at the federal, state, county, or Village level necessitates modifications in this Agreement; or (ii) the Village determines in good faith that the Licensee's use of the MAN Improvements materially interferes with the Cable System, the Parties will negotiate in good faith to modify the Agreement to permit each Party, to the extent practicable, to enjoy the intended benefits of this Agreement. The Parties otherwise mutually agree to cooperate with each other in good faith to permit the Parties to perform their duties and obligations under the Agreement.

25. **Force Majeure:** The Village and the Licensee shall not be responsible for any failure to perform or delay in performance due to unforeseen circumstances, or due to a cause beyond the Party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, acts of suppliers or vendors, strikes, fuel, energy, labor or materials.


26. **Survival:** The obligations and rights in Sections 10, 13, 14, 17(C), and 22 of this Agreement, shall survive the life of this Agreement, and shall remain in full force and effect, even if this Agreement is no longer in effect.

**IN WITNESS WHEREOF**, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of Western Springs, and the Licensee have signed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2015.

**VILLAGE OF WESTERN SPRINGS,**  
an Illinois municipal corporation

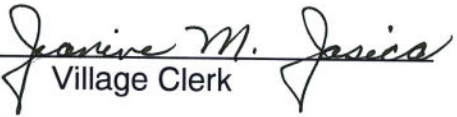
**WIDOPENWEST ILLINOIS, LLC**  
a Delaware limited liability company

BY:   
Village President

BY:   
Manager *Craig Angetzinger*  
*VP operations*

Date: Nov 9, 2015

Date: 12/9/15, 2015

ATTEST:   
Village Clerk

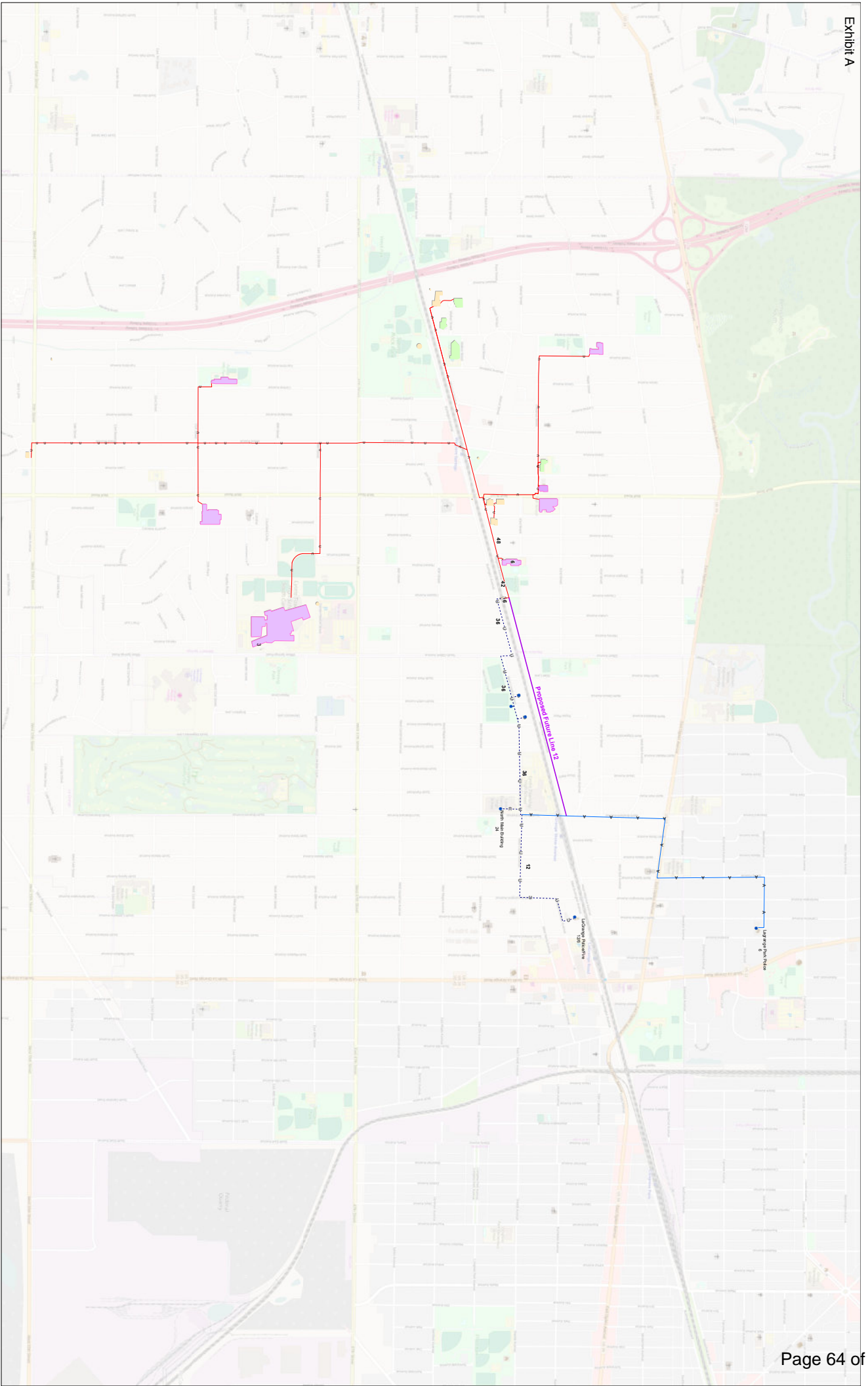
ATTEST: \_\_\_\_\_  
Secretary

Date: Nov 9, 2015

Date: \_\_\_\_\_, 2015

**EXHIBIT A**

**VILLAGE OF WESTERN SPRINGS'  
METROPOLITAN AREA NETWORK MAP**



Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere  
 Datum: WGS 1984  
 False Easting: 0.0000  
 False Northing: 0.0000  
 Central Meridian: 0.0000  
 Standard Parallel 1: 0.0000  
 Standard Parallel 2: 0.0000  
 Units: Meter  
 1 Inch = 847 feet

Date: 6/13/2016  
 User Name: mjadart

**Legend**

- WOW Points location
- Legend to La Grange Park
- Legend to Western Springs to a Orange

**Western Springs Fiber Network**

- Existing
- Yes

**Village of Western Springs Fiber Optic Network**

Joint Dispatch Buildout

**EXHIBIT B**

**APPROVED ROW LOCATIONS**

**Exhibit B**



**CCS PROJECT: LA GRANGE BUILDOUT**

INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

**SHEET INDEX:**

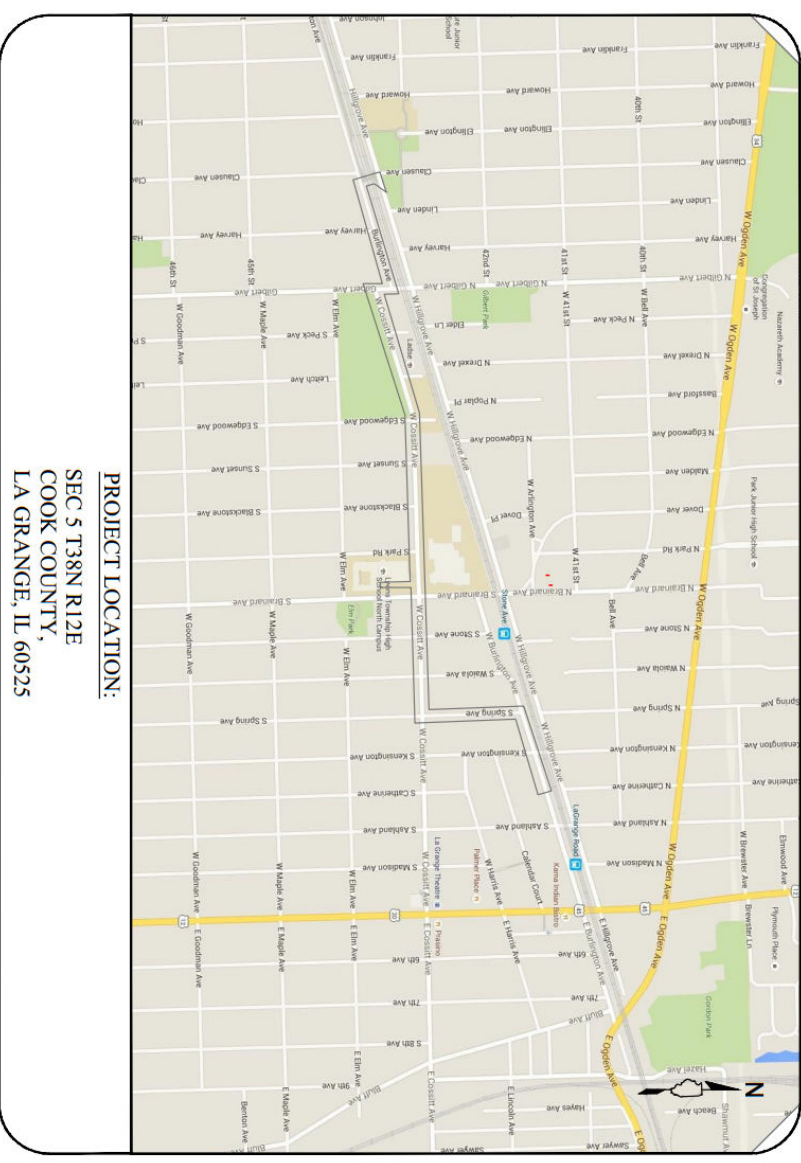
SHEET #	DESCRIPTION
1	COVER
2	LEGEND & NOTES
3	EXHIBIT B
4-12	PLAN VIEW

SHEET DATE	DESCRIPTION	BY
ALL	5/19/2016	JT

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**LA GRANGE BUILDOUT**  
**915-1025 W COSSITT AVE**  
**LA GRANGE, IL 60525**



**PROJECT LOCATION:**  
 SEC 5 T38N R12E  
 COOK COUNTY,  
 LA GRANGE, IL 60525

SCALE: NOT TO SCALE

Expires November 30, 2017

**CLIENT:** WOW! Fiber Optic Cable Systems

It's that kind of experience.

**DESIGN FIRM:** CONSTRUCTION SOLUTIONS, INC.

101 EAST LIVE OAK BLVD  
 GARDEN HILLS, IL 60149  
 TEL: (708) 216-9977  
 FAX: (708) 216-9999

**CONSTRUCTION CONTRACTOR:** ELBRO CONSTRUCTION

101 EAST LIVE OAK BLVD  
 GARDEN HILLS, IL 60149  
 TEL: (708) 216-9977  
 FAX: (708) 216-9999

**PROJECT DESCRIPTION & NOTES:**

INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAMM	04/02/16
2	JENNIFER TAMM	04/02/16
3	JENNIFER TAMM	04/29/16
4	JENNIFER TAMM	05/05/16

**PROJECT:** LA GRANGE BUILDOUT

915-1025 W COSSITT AVE  
 LA GRANGE, IL 60525

**INTERNAL PROJECT #:** LA GRANGE BUILDOUT

**DATE:** 4/18/2016

**SHEET:** 1

**GROUP EXHIBIT C**

**EXHIBIT C-1 – MAP OF THE CABLE SYSTEM**

**EXHIBIT C-2 – DESCRIPTION OF THE CABLE SYSTEM**

**EXHIBIT C-1**

**MAP OF THE CABLE SYSTEM**

**Exhibit C-1** consists of the following attached documents:

1. Plans drawn by Construction-CAD Solutions, Inc., entitled "937 BARNSDALE ROAD 937 BARNSDALE ROAD, LA GRANGE PARK, IL 60526," dated May 27, 2015, containing 12 (12) pages.
2. Plans drawn by Construction-CAD Solutions, Inc., entitled "WWVZHH8-4 CH 55TH & LAGRANGE 1160 BIRCH LN WESTERN SPRINGS, IL 60558," dated May 14, 2015, containing thirty two (32) pages.
3. Plans drawn by Construction-CAD Solutions, Inc., entitled "WWVZEL10-11 CH WESTCHESTER 3 WESTBROOK CORPORATE CENTER WESTCHESTER, IL 60154," dated April 21, 2015, containing twenty nine (29) pages.
4. Plans drawn by J. Tam, entitled "La Grange Blvd," dated May 05, 2016, containing 12 (12) pages. 005

**EXHIBIT C-2**

**DESCRIPTION OF THE CABLE SYSTEM**

(attached)

Exhibit C-1 and C-2



**LA GRANGE BUILDOUT  
915-1025 W COSSITT AVE  
LA GRANGE, IL 60525**

**CCS PROJECT: LA GRANGE BUILDOUT**

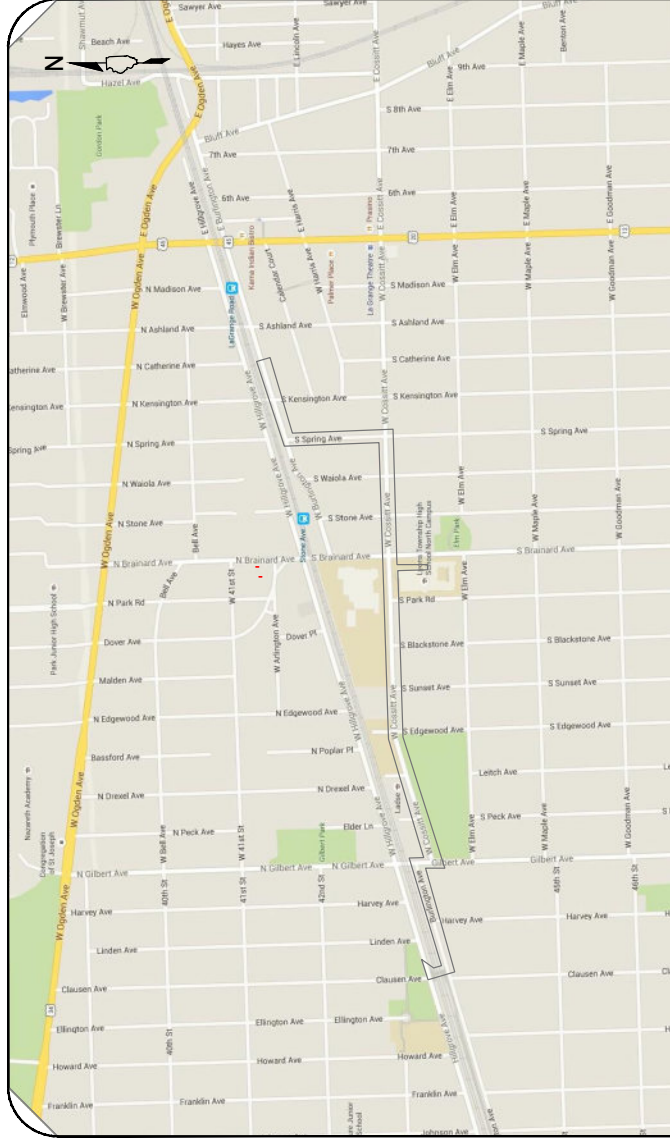
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

**SHEET INDEX:**

SHEET #	DESCRIPTION
1	COVER
2	LEGEND & NOTES
3	EXHIBIT B
4 - 12	PLAN VIEW

SHEET DATE	DESCRIPTION	BY
ALL	5/19/2016	JT

THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION AND IS THE PROPERTY OF THE OWNER TO RELEASE OR DISTRIBUTION OF THIS DOCUMENT IN ANY FORM TO ANYONE WITHOUT WRITTEN PERMISSION OF THE OWNER IS STRICTLY PROHIBITED.



**PROJECT LOCATION:**  
SEC 5 T38N R12E  
COOK COUNTY,  
LA GRANGE, IL 60525



SCALE:  
NOT TO SCALE

**CLIENT:**  
**WOW!**  
It's that kind of experience.  
1674 MONTENAC RD  
NAPERVILLE, IL 60563

**DESIGN FIRM:**  
COMMUNICATION SOLUTIONS, INC.  
701 INJECTIVE DRIVE  
WILLOW BROOK, IL 60527  
TEL: 630-261-1100  
FAX: (708) 216-9880

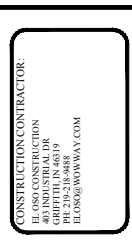
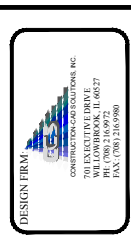
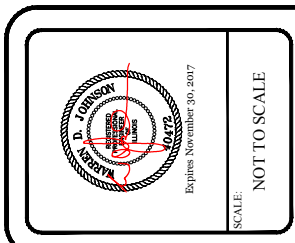
**CONSTRUCTION CONTRACTOR:**  
ELCSO CONSTRUCTION  
1000 W. WASHINGTON ST.  
GRIFFITH, IL 60139  
PH: 312-218-8488  
ELCSO@GOWWAY.COM

**PROJECT DESCRIPTION & NOTES:**  
INSTALLATION OF WOW FIBER OPTIC CABLE AERIAL ON EXISTING COMED POLES & UNDERGROUND WITHIN (3) 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAM	5/19/2016
2	JENNIFER TAM	4/06/2016
3	JENNIFER TAM	4/18/2016
4	JENNIFER TAM	5/19/2016

**PROJECT:**  
LA GRANGE BUILDOUT  
915-1025 W COSSITT AVE  
LA GRANGE, IL 60525

INTERNAL PROJECT #:	LA GRANGE BUILDOUT
SHEET:	1
DATE:	4/18/2016



PROJECT DESCRIPTION & NOTES:  
INSTALLATION OF FIBER OPTIC CABLE WITHIN 3" 1.5" INNERDUCTS BY METHOD OF DIRECTIONAL BORING AT MIN. 48" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAM	10/1/2016
2	JENNIFER TAM	4/06/2016
3	JENNIFER TAM	4/16/2016
4	JENNIFER TAM	4/16/2016

PROJECT:	LA GRANGE BUILD OUT
ADDRESS:	915-1025 W COSSITT AVE
CITY:	LA GRANGE, IL 60525

INTERNAL PROJECT #:	2
DATE:	4/18/2016

**GENERAL NOTES**

- ALL WORK TO BE DONE WITH EXTREME CAUTION. FIBER OPTIC CABLE CARRYING TRAFFIC AND LOSS OF SERVICE WILL RESULT IN LOSS OF REVENUE.
- ALL WORK TO BE PERFORMED IN STRICT ACCORDANCE WITH THE APPLICABLE CODES OR REQUIREMENTS OF ANY REGULATING GOVERNMENTAL AGENCY, OR THE RIGHT-OF-WAY GRANTOR.
- LOCATIONS OF SOME OF THE PHYSICAL FEATURES WERE OBTAINED FROM DATED RAILROAD VALUATION MAPS OR OTHER DRAWINGS, AND MAY BE AS SHOWN OR DEPICTED ON THESE DRAWINGS.
- UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS, BUT NOT NECESSARILY EXACT. THEREFORE UTILITY LOCATIONS WILL BE VERIFIED AT LEAST 100 FEET IN ADVANCE OF TRENCHING OR PLOWING, SO THAT CHANGES IN CABLE PLACEMENT CAN BE MADE IN EVENT OF CONFLICT.
- ALL KNOWN BURIED OBSTRUCTIONS ARE SHOWN ON THE CONSTRUCTION DRAWINGS. ANY AND ALL OTHERS ENCOUNTERED ARE ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, PROTECT, OR REPAIR, IF DAMAGED.
- ANY AND ALL IMPROVEMENTS, SUCH AS, ASPHALT OR CONCRETE PAVEMENT, CURBS, GUTTERS, WALKS, DRAINAGE DITCHES, EMBANKMENTS, SHRUBS, TREES, GRASS SOD, ETC., IF DAMAGED, SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
- NEW CONSTRUCTION WITHIN PRIVATE PROPERTY HAS BEEN APPROVED BY SAID OWNER.

**CONSTRUCTION NOTES**

- THE ENCLOSED CONSTRUCTION NOTES EXISTING UTILITIES. THE UTILITIES HAVE NOT BEEN FIELD VERIFIED FOR LOCATION. THEREFORE, ALL UTILITIES IMPLIED WITHIN THIS DOCUMENT ARE TO BE REFERRED TO AS A "REFERENCE TOOL". IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND/OR ITS SUBCONTRACTOR TO VERIFY THESE UTILITIES USING ANY AND ALL METHODS AND INSTRUMENTS AVAILABLE IF WHEN NECESSARY. CCS CANNOT IN GOOD FAITH GUARANTEE UTILITY LOCATIONS. ALL DOCUMENTATION ON EXISTING UTILITIES HAS BEEN IMPLIED UTILIZING "INFORMATION RETRIEVAL PROCESSES" FROM EACH JURISDICTION INVOLVED (STATE, COUNTY AND/OR MUNICIPALITY, TO INCLUDE OTHERS). UTILITIES AND THE SAFETY OF SAME, ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR PERFORMING THE WORK.
- IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE ALL CONDUITS ARE PLACED WITHIN THE GIVEN & DEDICATED SPACE LICENSED FOR THIS PARTICULAR CLIENT. CONSTRUCTIONCAD SOLUTIONS, INC. (CCS) WAS NOT RETAINED IN SUPPORTING A SURVEY OF THE AREA AND PROPERTY BOUNDARIES. THEREFORE CAN NOT AND WILL NOT SUPPORT THE ACCURACY OF YOUR IMPLIED BOUNDARY (IE. PUBLIC WAY, PRIVATE PROPERTY, EASEMENT ETC.) NOR IS IT TO BE ASSUMED EASEMENT. SALE OF PROPERTIES HAS NOT OCCURRED DURING & AFTER CCS'S RESPONSIBILITIES FOR THIS PROJECT HAVE PAST. THENCE ALL BOUNDARIES, EASEMENTS, PROPERTY LINES ETC. ARE TO BE USED AS A GUIDELINE OR REFERENCE AND SHOULD NOT BE TAKEN LITERALLY. IT IS THE CONTRACTORS RESPONSIBILITY TO STAKE ALL ASSOCIATED BOUNDARIES IF SO QUESTIONED. ALL ASPECTS OF BOUNDARIES IMPLIED HEREIN, HAVE BEEN DERIVED THROUGH AVAILABLE MEDIA SUCH AS BUT NOT LIMITED TO (SIDWALK, GOGGLE EARTH PRO, MUNICIPAL, STATE, COUNTY AND OTHER RECORD TYPES). CCS DOES NOT AGREE NOR DISAGREE WITH THE ABOVE-MENTIONED RECORDS, IT IS SIMPLY A REFERENCE TOOL.
- ALL CONDUIT WILL BE 1.5" ID SCHEDULE 40 (ie. PVC OR BSP/GSP/EMT), MANUFACTURED SPLIT PVC OR SPLIT BSP/GSP, UNLESS SPECIFIED OTHERWISE.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY.
- SHORING MAY BE REQUIRED AND SHALL COMPLY TO O.S.H.A. STANDARDS.
- ALL BURIED CONDUIT/CABLE WILL BE PLACED AT 36-48" MINIMUM COVER UNLESS SPECIFIED OR OTHERWISE NOTED ON THE CONSTRUCTION DRAWINGS.
- MECHANICAL PROTECTION SHALL BE REQUIRED WHENEVER A 36-48" MINIMUM COVER IS NOT OBTAINABLE UNLESS OTHERWISE SPECIFIED ON THE CONSTRUCTION DRAWINGS.
- ALL 90 DEGREE BEND IN CONDUIT CONSTRUCTION WILL BE A MINIMUM 36" RADIUS UNLESS OTHERWISE SPECIFIED. ALL SPLIT CONDUIT BENDS AND SOLID PVC BENDS SHALL REQUIRE CONCRETE ENCASUREMENT, UNLESS SPECIFIED OTHERWISE.
- REPLACE ANY DISTURBED BRICKS IN PUBLIC SIDEWALK IN A SAND BASE.
- RESET ANY DISTURBED TREE GRATES TO GRADE.
- PROPERTY OWNER TO LOCATE ITS OWN UTILITIES IN PARKING LOT.
- CONSTRUCTION CONTRACTOR TO FIELD VERIFY UTILITY DEPTHS BEFORE CONSTRUCTION.

**TRAFFIC CONTROL**

ALL WORK CONDUCTED WITHIN THE RIGHT-OF-WAY SHALL BE GOVERNED BY ALL APPLICABLE ARTICLES OF THE "STANDARD SPECIFICATIONS OF ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", AND THE CURRENT EDITION OF THE "ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".



NOTE: THE ENCLOSED REFERENCED UTILITIES & BOUNDARIES, IN WHICH HAVE IMPLIED, ARE SO BY MEANS OF UTILIZING ORIGINAL RECORDS AND FIELD OBSERVATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ORIGINAL LOCATION AS PRECISE OR EXACT AS POSSIBLE. IT IS THE CONTRACTORS RESPONSIBILITY TO EXPOSE, LOCATE AND DETERMINE THEIR RUNNING LINE IS NOT CONFRONTATIONAL TO OTHERS AND IS PLACED WITHIN PUBLIC RIGHT OF WAYS, ESTABLISHED FOR NEW CONSTRUCTION.


**LEGEND:**

⊕	STATIONING	⊕	AIR CONDITIONER	—A—	AERIAL LINE
⊗	JOINT POLE	—A—	FIBER MARKER	—A—	AT&T LINE
×	CE POWER POLE	—A—	GAS MARKER (Indicate Ownership)	—A—	CENTERLINE
⊗	JOINT POLE W/ TRANSFORMER	—A—	RIGHT-OF-WAY MARKER (Bench Mark)	—A—	COMED LINE
○	TELEPHONE POLE	—A—	RAILROAD CROSSING GATE	—A—	COMMUNICATIONS LINE
⊗	POWERPOLE W/ TRANSFORMER	—A—	ROAD SIGN	—A—	EDGE OF PAVEMENT/CURB
⊕	CATV HANDHOLE	—A—	STREET METER	—A—	DIRECTIONAL BORING
⊕	CATV PED	—A—	STREET LIGHT	—A—	EASEMENT LINE
⊕	CATV VAULT	—A—	TRAFFIC SIGNAL LIGHT	—A—	ELECTRIC LINE
⊕	TELEPHONE VAULT	—A—	GUY AND ANCHOR	—A—	FENCE LINE
⊕	RISER	—A—	FIRE HYDRANT	—A—	GAS LINE
⊕	BOND/GROUND	—A—	CATCH BASIN	—A—	LANDSCAPING
⊕	TELEPHONE PED	—A—	WATER VALVE	—A—	ROW/PROPERTY LINE
⊕	CE TRANSFORMER	—A—	GAS VALVE	—A—	RAILROAD TRACKS
⊕	CATV POWER SUPPLY	—A—	CULVERT PIPE	—A—	SEWER LINES
⊕	CE VAULT/PED	—A—	TREE	—A—	STORM LINES
⊕	TRAFFIC CONTROL VAULT	—A—	BUSH	—A—	TRENCH
⊕	CATV MANHOLE	—A—	LOCK BOX	—A—	WATER LINE
⊕	SANITARY MANHOLE	—A—	MIDSPAN	—A—	MATCHLINE
⊕	STORM MANHOLE	—A—	TEST WINDOW	—A—	
⊕	WATER MANHOLE	—A—	BORE PIT	—A—	
⊕	OTHER MANHOLES	—A—	ELECTRIC MANHOLE	—A—	
⊕		—A—	AT&T MANHOLE	—A—	
⊕		—A—	ADA RAMP	—A—	

**ABBREVIATIONS:**

ASPH	ASPHALT	HORIZ	HORIZONTAL
BLDG	BUILDING	ILAW	ILLINOIS AMERICAN WATER
BLDV	BOULEVARD	ID	INNERDUCT
CB	CATCH BASIN	LEFT	LEFT
CBL	CURB LINE	MH	MANHOLE
CP	CAST IRON PIPE	MWRD	METROPOLITAN WATER RECLAMATION DISTRICT
CL	CENTERLINE	NE	NORTH
CLTY	COURTYARD	NW	NORTHWEST
CSW	CONCRETE SIDEWALK	PED	PROPELTY LINE
CT	COUNT	PL	PROPOSED
CULV	CULVERT	POLV	POLYVINYL CHLORIDE
DCT	CONDUIT DUCTS	RD	ROAD
DPWC	DUPAGE WATER COMMISSION	ROW, R/W	RIGHT-OF-WAY
DRV	DRIVEWAY	RT	RIGHT
E	EACH	RTE	ROUTE
EL	ELEVATION	RR	RAILROAD
EOP	EDGE OF CABLE	S	SOUTH
EOP	EDGE OF PAVEMENT	SAN	SANITARY
EOS	EDGE OF SIDEWALK	SE	SOUTHEAST
EX	EXISTING	SW	SOUTHWEST
FH	FIRE HYDRANT	SEC	SECTION
FOC	FIBER OPTIC CABLE	SEQ	SEQUENTIAL
GALV	GALVANIZED	SH	SHEET
GMT	GALVANIZED INTERMEDIATE TUBE	SIG	SIGNAL
GP	GALVANIZED IRON PIPE	ST	STORM
GRS	GALVANIZED RIGID STEEL	STL	STEEL
GRVL	GRAVEL	TW	TEST WINDOW
HDPE	HIGH DENSITY POLYETHYLENE	W	WEST
HII	HANDHOLE	WM	WATERMAIN

LOCATION:  
SECTION 18, COOK COUNTY,  
LA GRANGE, IL 60525



SCALE:  
NOT TO SCALE

CLIENT:  
**WOW**  
1674 FRONTENAC RD  
NAPERVILLE, IL 60563

DESIGN FIRM:  
CONSTRUCTION SOLUTIONS, INC.  
701 INJECTIVE DRIVE  
WILLOW BROOK, IL 60527  
TEL: 708.216.9880  
FAX: 708.216.9880

CONSTRUCTION CONTRACTOR:  
ELOSO CONSTRUCTION  
6080 WILLOW AVE  
GARDEN GROVE, IL 60138  
TEL: 708.216.9880  
E: ELOSOWAY@WOWWAY.COM

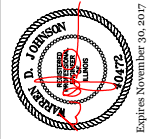
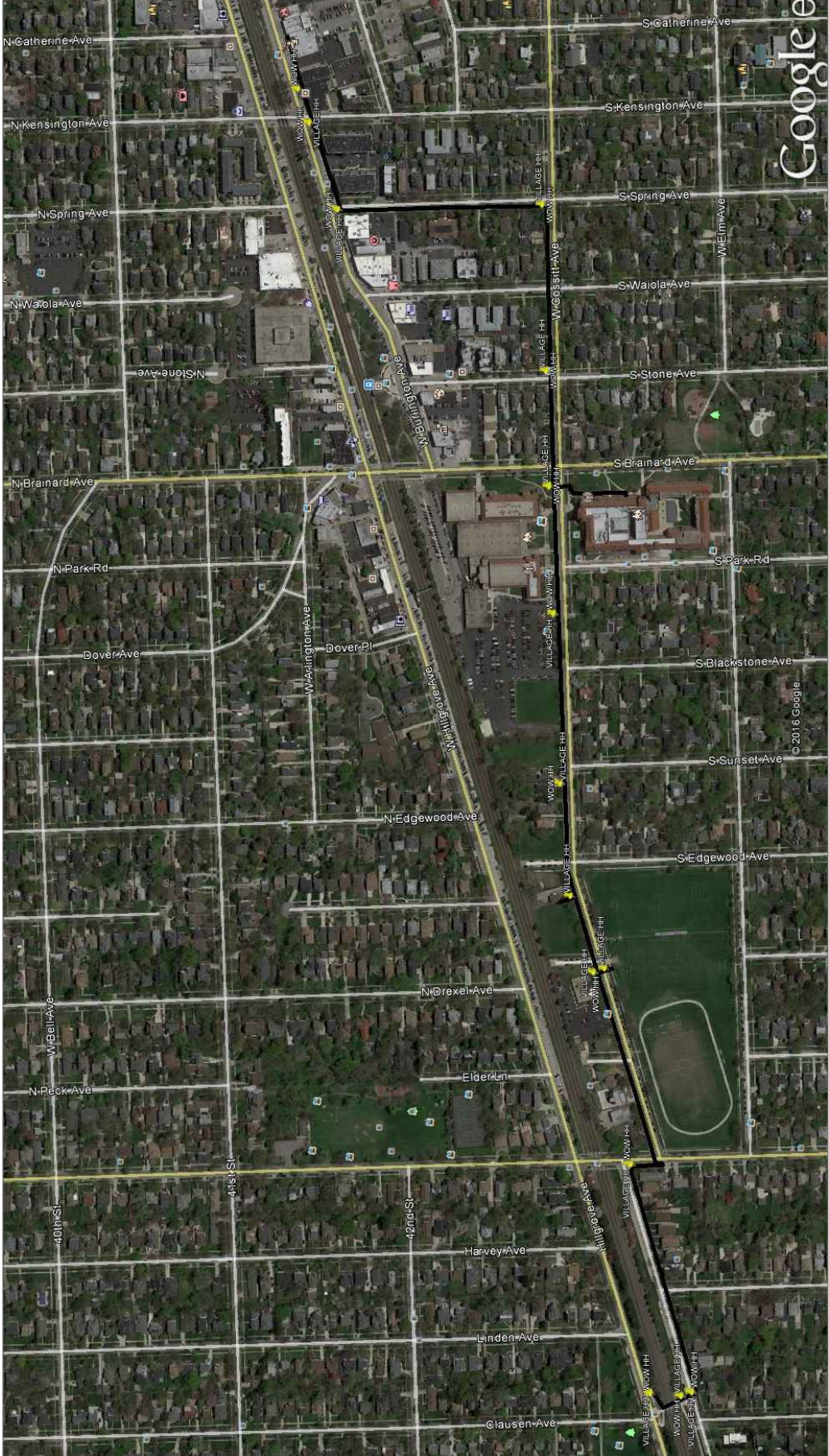
PROJECT DESCRIPTION & NOTES:  
INSTALLATION OF WOW FIBER  
CONDUIT POLES & UNDERGROUND  
WITHIN (3) 1.5" INNERDUCTS BY  
METHOD OF DIRECTIONAL BORING  
AT MIN. 4" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAM	10/12/16
2	JENNIFER TAM	4/6/2016
3	JENNIFER TAM	4/16/2016
4	JENNIFER TAM	4/16/2016

PROJECT:  
LA GRANGE BUILD OUT  
915-1025 W COSSITT AVE  
LA GRANGE, IL 60525

INTERNAL PROJECT #:  
LA GRANGE BUILDOUT  
DATE:  
4/18/2016


SHEET  
**3**



Expires November 30, 2017

EXHIBIT B

LOCATION:  
SECTION 19, T8N R14E, COOK COUNTY,  
LA GRANGE, IL 60525



SCALE:  
1"=50'-0"

CLIENT:  
**WOW! 360**  
16 YEARS OF EXPERIENCE.  
1674 PRONTENAC RD  
NAPERVILLE, IL 60563

DESIGN FIRM:  
CONSTRUCTION SOLUTIONS, INC.  
701 INLECTIVE DRIVE  
WILLOW BROOK, IL 60527  
TEL: 630.234.8888  
FAX: 708.216.9880

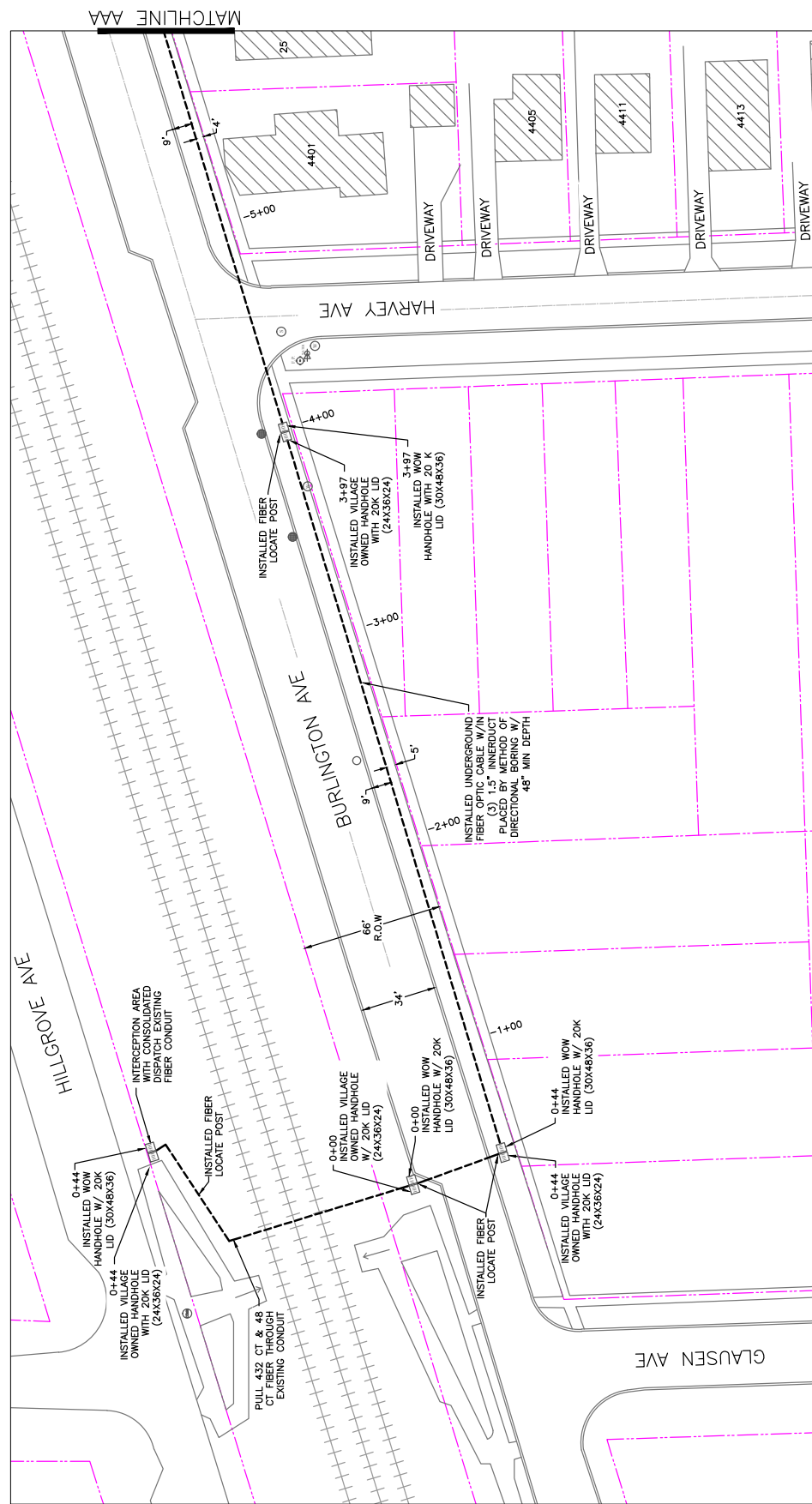
CONSTRUCTION CONTRACTOR:  
ELOSO CONSTRUCTION  
1500 W. LA GRANGE RD  
GREAT BENDS, IL 60148  
TEL: 630.234.8888  
ELOS@WOWWAY.COM

PROJECT DESCRIPTION & NOTES:  
INSTALLATION OF WOW FIBER  
W/ 20K LID (30X48X36) USING  
CONED POLES & UNDERGROUND  
WITHIN (3) 1.5" INNERDUCTS BY  
METHOD OF DIRECTIONAL BORING  
AT MIN. 48" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAM	10/12/16
2	JENNIFER TAM	10/20/16
3	JENNIFER TAM	11/02/16
4	JENNIFER TAM	11/02/16

PROJECT:  
LA GRANGE BUILD OUT  
915-1025 W COSSITT AVE  
LA GRANGE, IL 60525

INTERNAL PROJECT #:  
LA GRANGE  
BUILDOUT  
DATE:  
4/18/2016  
SHEET:  
**4**



-WOW IS USING (2) OF THE (3) 1.5" INNERDUCTS  
-VILLAGE IS USING (1) OF THE (3) 1.5" INNERDUCTS  
-ALL FIBER OPTIC CABLES USED (WOW & VILLAGE)  
-VILLAGE OF LA GRANGE HAS CONFIRMED THAT THEY  
DO NOT REQUIRE FIBER POSTS ALONG ROUTE

INSTALLATION OF HANDHOLES (24X36X24) TO BE  
VILLAGE OWNED. TERMINATION POINT OF  
HANDHOLES ALONG ROUTE MUST BE  
VILLAGE OWNED HANDHOLE.

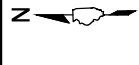
INSTALLLED VILLAG OWNED HANDHOLES TO HAVE  
48CT FIBER RUN THROUGH THEM. WOW FIBER TO  
RUN THROUGH WOW OWNED HANDHOLES.

ALL 48CT FIBER TO BE DEEDED TO MUNICIPALITIES  
MUST RUN THROUGH HANDHOLES TO BE OWNED  
BY VILLAG. 48CT FIBER RUN THROUGH  
24X36X24 AND INSTALLED BY WOW OR ITS SUB.





LOCATION:  
SECTION 19, T19N, R14E, COOK COUNTY,  
LAGRANGE, IL 60525



SCALE:  
1"=50'-0"

CLIENT:  
**WOW!**  
A DIVISION OF EXPERIENCE.

1674 FRONTENAC RD  
NAPERVILLE, IL 60563

DESIGN FIRM:  
COMMUNICATIONS SOLUTIONS, INC.

701 EXECUTIVE DRIVE  
WILLOW BROOK, IL 60527  
TEL: 708.216.9800  
FAX: 708.216.9890

CONSTRUCTION CONTRACTOR:  
ELOSO CONSTRUCTION

8635 S. WILLOW DR  
GARDEN GROVE, IL 60138  
PH: 219.238.5488  
E: LOSO@WOWWAY.COM

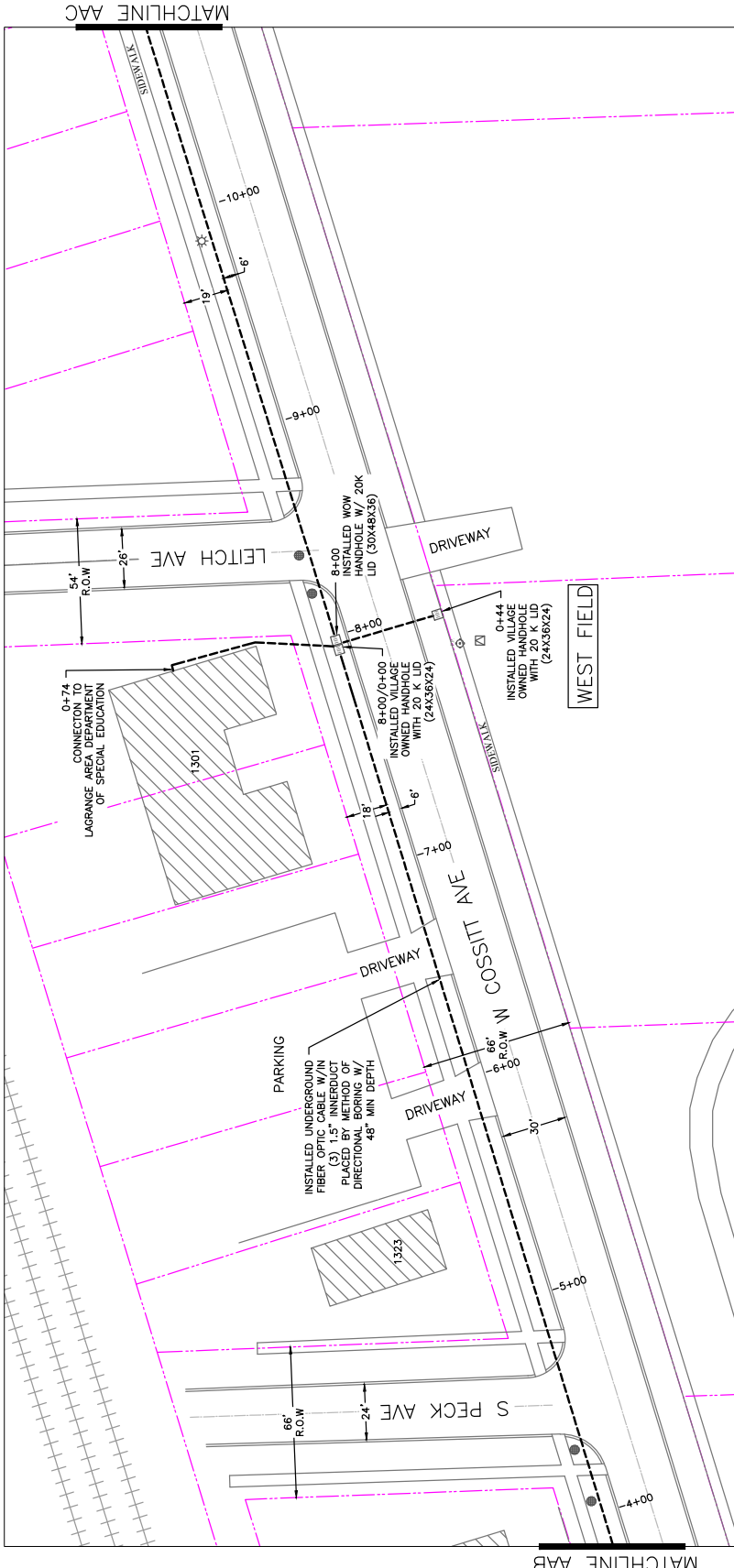
PROJECT DESCRIPTION & NOTES:  
INSTALLATION OF WOW FIBER  
CABLES AND UNDERGROUND  
CONCRETE POLES & UNDERGROUND  
WITHIN (3) 1.5" INNERDUCTS BY  
METHOD OF DIRECTIONAL BORING  
AT MIN. 48" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAM	10/12/16
2	JENNIFER TAM	10/26/16
3	JENNIFER TAM	11/02/16
4	JENNIFER TAM	11/02/16

PROJECT:  
LA GRANGE BUILD OUT  
915-1025 W COSSITT AVE  
LA GRANGE, IL 60525

INTERNAL PROJECT #:  
LA GRANGE  
BUILDOUT  
DATE:  
4/18/2016

SHEET  
**6**



INSTALLATION OF HANDHOLES (24X36X24) TO BE VILLAGE OWNED. TERMINATION POINT OF 48CT FIBER RUN THROUGH ROUTE MUST BE VILLAGE OWNED HANDHOLE.

INSTALLLED VILLAG OWNED HANDHOLES TO HAVE 48CT FIBER RUN THROUGH THEM. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.


ALL 48CT FIBER TO BE DEEDED TO MUNICIPALITIES. MUST RUN THROUGH HANDHOLES TO BE OWNED BY VILLAGES. ROUTE THROUGH MUST BE 24X36X24 AND INSTALLED BY WOW OR ITS SUB.

INSTALLLED VILLAG OWNED HANDHOLES TO HAVE 48CT FIBER RUN THROUGH THEM. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.

-WOW IS USING (2) OF THE (3) 1.5" INNERDUCTS  
-VILLAGE IS USING (1) OF THE (3) 1.5" INNERDUCTS  
-ALL FIBER OPTIC CABLES USED (WOW & VILLAGE)  
-ARE COLORED ORANGE  
-VILLAGE OF LAGRANGE HAS CONFIRMED THAT THEY DO NOT REQUIRE FIBER POSTS ALONG ROUTE



LOCATION:  
SECTION 19, T8N R14E, COOK COUNTY,  
LA GRANGE, IL 60525



SCALE:  
1"=50'-0"

CLIENT:  
**WOW!**  
It's the kind of experience.  
1674 PRINCE OF WALES RD  
NAPERVILLE, IL 60563

DESIGN FIRM:  
**CONSTRUCTION SOLUTIONS, INC.**  
701 INJECTIVE DRIVE  
WILLOW BROOK, IL 60527  
TEL: 708.216.9880  
FAX: 708.216.9880

CONSTRUCTION CONTRACTOR:  
**ELOSO CONSTRUCTION**  
8600 W. STATE ST. #100  
GARDEN GROVE, IL 60138  
TEL: 708.216.5488  
E: ELOSO@WOWWAY.COM

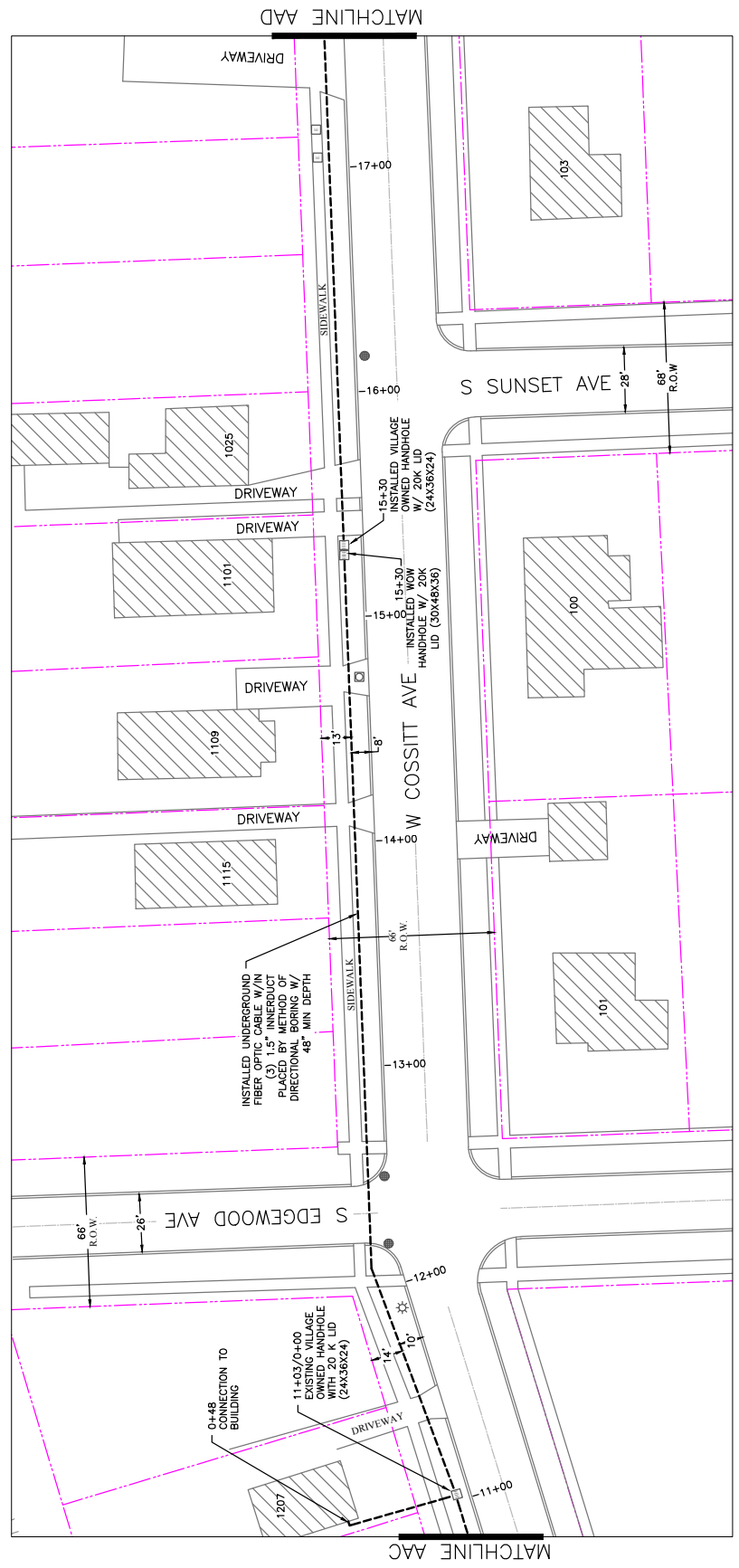
PROJECT DESCRIPTION & NOTES:  
INSTALLATION OF WOW FIBER  
OPTIC CABLES WITH 1.5" INNERDUCTS  
CONCRETE POLES & UNDERGROUND  
WITHIN (3) 1.5" INNERDUCTS BY  
METHOD OF DIRECTIONAL BORING  
AT MIN. 48" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAM	10/12/16
2	JENNIFER TAM	10/26/16
3	JENNIFER TAM	11/02/16
4	JENNIFER TAM	11/02/16

PROJECT:  
LA GRANGE BUILD OUT  
915-1025 W COSSITT AVE  
LA GRANGE, IL 60525

INTERNAL PROJECT #:  
LA GRANGE  
BUILDOUT  
DATE:  
4/18/2016

SHEET  
**7**



ALL 48CT FIBER TO BE DEEDED TO MUNICIPALITIES  
MUST RUN THROUGH HANDHOLES TO BE OWNED  
BY VILLAGES. ALL 48CT FIBER MUST BE  
24X36X24 AND INSTALLED BY WOW OR ITS SUB.


INSTALLATION OF HANDHOLES (24X36X24) TO BE  
VILLAGE OWNED. TERMINATION POINT OF  
HANDHOLES TO BE VILLAGES. HANDHOLE MUST BE  
VILLAGE OWNED HANDHOLE.

INSTALL VILLAGES TO BE OWNED BY THE  
VILLAGE TO HAVE 48CT FIBER RUN THROUGH  
HANDHOLE. WOW FIBER TO RUN THROUGH WOW  
OWNED HANDHOLES.

-WOW IS USING (2) OF THE (3) 1.5" INNERDUCTS  
-VILLAGE IS USING (1) OF THE (3) 1.5" INNERDUCTS  
-VILLAGES TO BE OWNED BY VILLAGES  
-ALL FIBER OPTIC CABLES USED (WOW & VILLAGE)  
-ARE COLORED ORANGE  
-VILLAGE OF LA GRANGE HAS CONFIRMED THAT THEY  
DO NOT REQUIRE FIBER POSTS ALONG ROUTE



LOCATION:  
SECTION 19, LA GRANGE, COOK COUNTY,  
LA GRANGE, IL 60525



SCALE:  
1"=50'-0"

CLIENT:  
**WOW! 360**  
16 YEARS OF EXPERIENCE  
1074 FRONTENAC RD  
NAPERVILLE, IL 60563

DESIGN FIRM:  
COMMUNICATIONS SOLUTIONS, INC.  
701 EXECUTIVE DRIVE  
WILSONSVILLE, IL 60527  
TEL: 708.216.9800  
FAX: 708.216.9890

CONSTRUCTION CONTRACTOR:  
ELOSO CONSTRUCTION  
1000 W. LA GRANGE RD  
GARDEN GROVE, IL 60138  
TEL: 708.216.5488  
E: LOSO@WOWWAY.COM

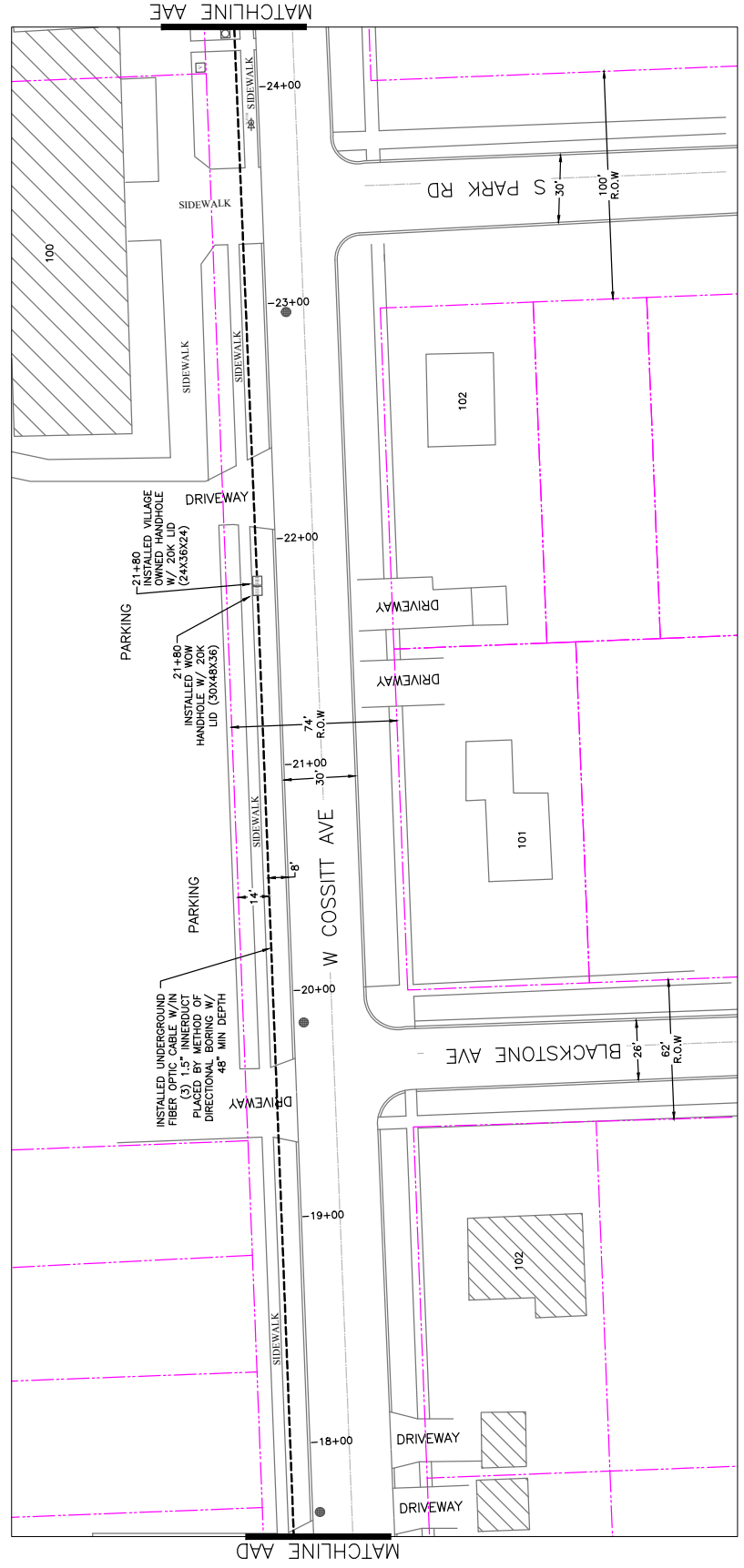
PROJECT DESCRIPTION & NOTES:  
INSTALLATION OF WOW FIBER  
CABLES AND HANDHOLES ALONG  
CONCRETE POLES & UNDERGROUND  
WITHIN (3) 1.5" INNERDUCTS BY  
METHOD OF DIRECTIONAL BORING  
AT MIN. 48" DEPTH.

NO.	REVISION	DATE
1	JENNIFER TAM	10/12/2016
2	JENNIFER TAM	4/6/2016
3	JENNIFER TAM	4/16/2016
4	JENNIFER TAM	4/18/2016

PROJECT:  
LA GRANGE BUILDOUT  
915-1025 W COSSITT AVE  
LA GRANGE, IL 60525

INTERNAL PROJECT #:  
LA GRANGE  
BUILDOUT  
DATE:  
4/18/2016

SHEET  
**8**



ALL 48CT FIBER TO BE DEEDED TO MUNICIPALITIES  
MUST RUN THROUGH HANDHOLES TO BE OWNED  
BY VILLAGE. ALL 48CT FIBER MUST BE  
24X36X24 AND INSTALLED BY WOW OR ITS SUB.

INSTALLED VILAGE OWNED HANDHOLES TO HAVE  
48CT FIBER RUN THROUGH THEM. WOW FIBER TO  
RUN THROUGH WOW OWNED HANDHOLES.

INSTALLATION OF HANDHOLES (24X36X24) TO BE  
VILLAGE OWNED. TERMINATION POINT OF  
VILLAGE OWNED HANDHOLES MUST BE  
VILLAGE OWNED HANDHOLE.


INSTALLED HANDHOLES TO BE OWNED BY THE  
VILLAGE TO HAVE 48CT FIBER RUN THROUGH  
HANDHOLE. WOW FIBER TO RUN THROUGH WOW  
OWNED HANDHOLES.

-WOW IS USING (2) OF THE (3) 1.5" INNERDUCTS  
-VILLAGE IS USING (1) OF THE (3) 1.5" INNERDUCTS  
-ALL 48CT FIBER MUST BE DEEDED TO VILLAGES  
-ALL FIBER OPTIC CABLES USED (WOW & VILLAGE)  
-ARE COLORED ORANGE  
-VILLAGE OF LA GRANGE HAS CONFIRMED THAT THEY  
DO NOT REQUIRE FIBER POSTS ALONG ROUTE





LOCATION:  
SECTION 19, T8N, R14E, COOK COUNTY,  
LAGRANGE, IL 60525



SCALE:  
1"=50'-0"

CLIENT:  
**WOW!**  
It's a matter of experience.  
1674 FRONTENAC RD  
NAPERVILLE, IL 60563

DESIGN FIRM:  
COMMUNICATIONS SOLUTIONS, INC.  
701 EXECUTIVE DRIVE  
WILLOW BROOK, IL 60527  
TEL: 708.262.9800  
FAX: 708.262.9880

CONSTRUCTION CONTRACTOR:  
ELOSO CONSTRUCTION  
8635 W. WILLOW AVE  
GARDEN GROVE, IL 60138  
TEL: 708.292.2848  
E: LOSO@WOWWAY.COM

PROJECT DESCRIPTION & NOTES:  
INSTALLATION OF WOW FIBER  
OPTIC CABLE WITHIN EXISTING  
CONCRETE POLES & UNDERGROUND  
WITHIN (3) 1.5" INNERDUCTS BY  
METHOD OF DIRECTIONAL BORING  
AT MIN. 48" DEPTH.

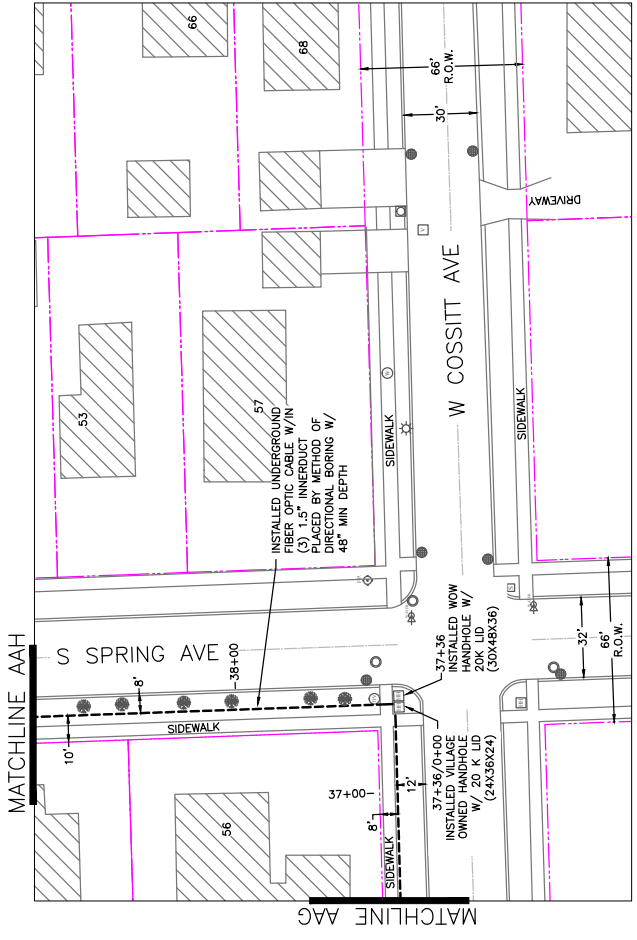
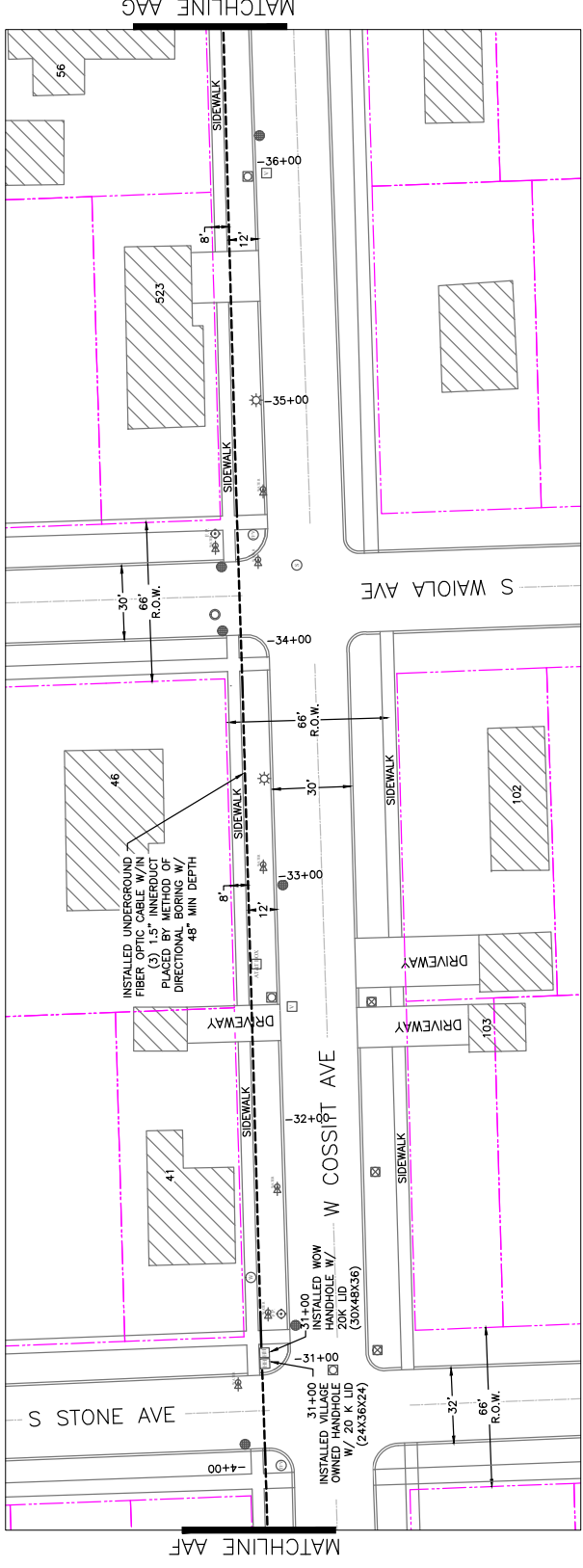
NO.	REVISION	DATE
1	JENNIFER TAM	10/12/16
2	JENNIFER TAM	4/6/2018
3	JENNIFER TAM	4/18/2018
4	JENNIFER TAM	4/18/2018

PROJECT:  
LA GRANGE BUILD OUT  
915-1025 W COSSITT AVE  
LA GRANGE, IL 60525

INTERNAL PROJECT #:  
LA GRANGE  
BUILDOUT

SHEET  
**10**

DATE:  
4/18/2016




- WOW IS USING (2) OF THE (3) 1.5" INNERDUCTS AT EACH VILLAGE OWNED HANDHOLE. THE (3) 1.5" INNERDUCTS ARE TO BE USED TO INSTALL (3) 1.5" INNERDUCTS. ALL FIBER OPTIC CABLES USED (WOW & VILLAGE) ARE COLORED ORANGE.
- VILLAGE OF LAGRANGE HAS CONFIRMED THAT THEY DO NOT REQUIRE FIBER POTS ALONG ROUTE.
- INSTALLATION OF HANDHOLES (24X36X24) TO BE OWNED BY VILLAGE. WOW FIBER TO RUN THROUGH VILLAGE OWNED HANDHOLE.
- EXISTING EXTENDED 4" CONDUIT MUST BE VILLAGE OWNED HANDHOLE.
- INSTALLED HANDHOLES TO BE OWNED BY THE VILLAGE TO HAVE 48CT FIBER RUN THROUGH HANDHOLE. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.
- ALL 48CT FIBER TO BE DEEDED TO MUNICIPALITIES MUST RUN THROUGH HANDHOLES TO BE OWNED BY VILLAGE. ALL 48CT FIBER TO BE DEEDED TO 24X36X24 AND INSTALLED BY WOW OR ITS SUB.
- INSTALLED VILLAGE OWNED HANDHOLES TO HAVE 48CT FIBER RUN THROUGH THEM. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.





LOCATION:  
SECTION 19, T8N R14E, COOK COUNTY,  
LAGRANGE, IL 60525



SCALE:  
1"=50'-0"

CLIENT:  
**WOW!**  
15 YEARS OF EXPERIENCE.  
1674 FRONTENAC RD  
NAPERVILLE, IL 60563

DESIGN FIRM:  
CONSTRUCTION SOLUTIONS, INC.  
701 INDEPENDENT DRIVE  
WILLOW BROOK, IL 60527  
TEL: 630-584-8800  
FAX: 708-216-9880

CONSTRUCTION CONTRACTOR:  
H. OSO CONSTRUCTION  
1400 W. 111TH ST  
GREAT BEND, KS 67530  
PH: 219-218-5488  
E: OSO@WOWWAY.COM

PROJECT DESCRIPTION & NOTES:  
INSTALLATION OF WOW FIBER  
CABLES TO BE PLACED IN  
CONCRETE POLES & UNDERGROUND  
WITHIN (3) 1.5" INNERDUCTS BY  
METHOD OF DIRECTIONAL BORING  
AT MIN. 48" DEPTH.

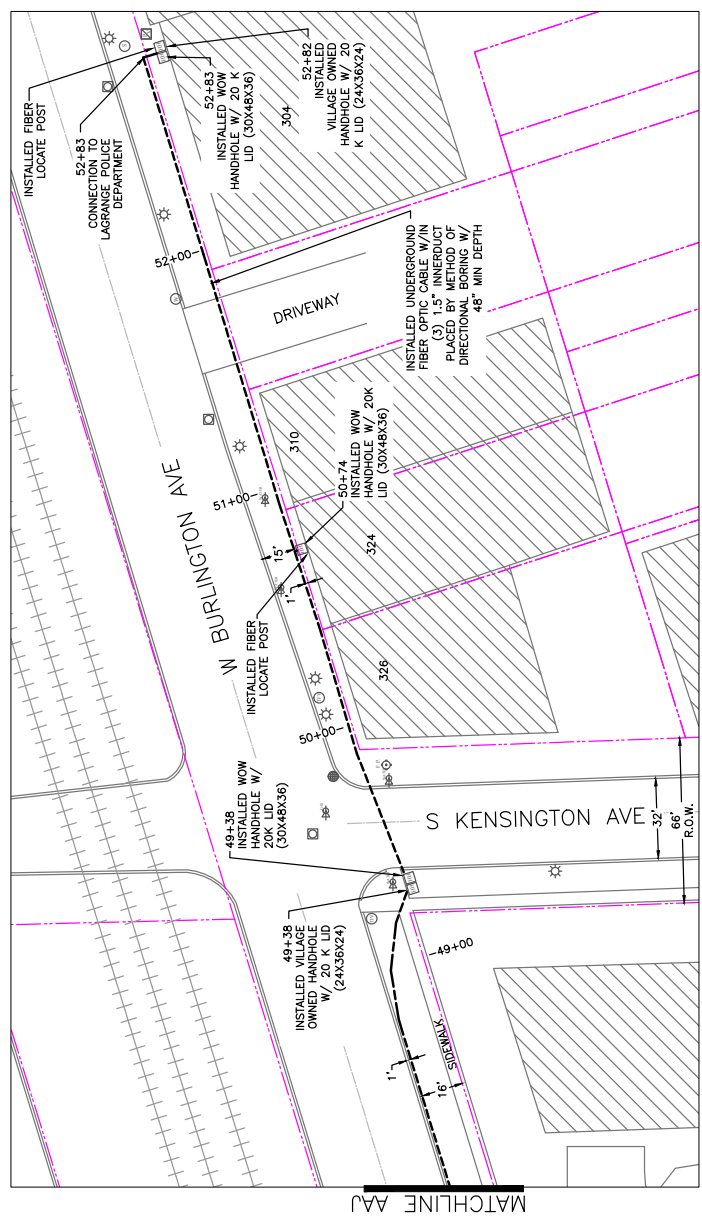
NO.	REVISION	DATE
1	JENNIFER TAM	10/12/16
2	JENNIFER TAM	10/26/16
3	JENNIFER TAM	11/02/16
4	JENNIFER TAM	11/02/16

PROJECT:  
LA GRANGE BUILD OUT  
915-1025 W COSSITT AVE  
LA GRANGE, IL 60525

INTERNAL PROJECT #:  
LA GRANGE  
BUILDOUT

SHEET  
**12**

DATE  
4/18/2016



- WOW IS USING (2) OF THE (3) 1.5" INNERDUCTS TO BE PLACED IN CONCRETE POLES & UNDERGROUND
- DIRECTIONAL BORE WAS KEPT AT 48" MIN DEPTH
- ALL FIBER OPTIC CABLES USED (WOW & VILLAGE) ARE COLORED ORANGE
- VILLAGE OF LAGRANGE HAS CONFIRMED THAT THEY DO NOT REQUIRE FIBER POSTS ALONG ROUTE.
- INSTALLATION OF HANDHOLES (24X36X24) TO BE VILLAGE OWNED. FINAL CONDUIT MUST BE EXISTING EXTENDED 4" CONDUIT MUST BE VILLAGE OWNED HANDHOLE.
- INSTALLED HANDHOLES TO BE OWNED BY THE VILLAGE TO HAVE 48CT FIBER RUN THROUGH WOW OWNED HANDHOLES.
- ALL 48CT FIBER TO BE DEEDED TO MUNICIPALITIES MUST RUN THROUGH HANDHOLES TO BE OWNED BY VILLAGE. ALL 48CT FIBER TO HAVE 24X36X24 AND INSTALLED BY WOW OR ITS SUB.
- INSTALLED VILLAGE OWNED HANDHOLES TO HAVE 48CT FIBER RUN THROUGH THEM. WOW FIBER TO RUN THROUGH WOW OWNED HANDHOLES.



**GROUP EXHIBIT D**

**EXHIBIT D-1 – MAP OF THE MAN IMPROVEMENTS**

**EXHIBIT D-2 – DESCRIPTION OF THE MAN IMPROVEMENTS**

**EXHIBIT D-1**

**MAP OF THE MAN IMPROVEMENTS**

**Exhibit D-1** consists of the following attached documents:

1. Plans drawn by M. S. S. S. S., entitled "Joint Dispatch Fibers," dated August 26, 2015, containing One ( 1 ) pages.
2. Plans drawn by \_\_\_\_\_, entitled "\_\_\_\_\_" dated \_\_\_\_\_, 201\_\_\_\_, containing \_\_\_\_\_ ( ) pages.

**EXHIBIT D-2**

**DESCRIPTION OF THE MAN IMPROVEMENTS  
(attached)**



**RESOLUTION NO. 17-2412**

**VOTE: Passed by an omnibus vote.**

**Voting aye: Trustees Hansen, Tymick,**

**Allen, Rudolph, Siffermann, Tyrrell and**

**President Gallagher.**

**Voting nay: None.**

**DATE: November 27, 2017**

**OTHER:**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CONSENT TO ASSIGNMENT OF THE RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDOPENWEST ILLINOIS, LLC, AS AMENDED BY THE FIRST ADDENDUM TO THE RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDOPENWEST ILLINOIS, LLC**

**WHEREAS**, on November 9, 2015, the Village President and Board of Trustees (the "Village") passed Resolution No. 15-2334, approving the "RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDOPENWEST ILLINOIS, LLC" (the "Agreement") by and between the Village and WideOpenWest Illinois, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois (the "Licensee"), which Agreement has an Effective Date of November 9, 2015; and

**WHEREAS**, on July 25, 2016, the Village passed Resolution No. 16-2357, approving the "FIRST ADDENDUM TO THE RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDOPENWEST ILLINOIS, LLC" (the "First Addendum") by and between the Village and the Licensee, which amended the Agreement and which has an Effective Date of July 25, 2016; and

**WHEREAS**, the Licensee desires to assign its rights and obligations under the Agreement, as amended by the First Addendum, to MCIMetro Transmission Services Corp. ("Verizon") or one of Verizon's affiliates, per the August 17, 2017 "Consent to Assignment" letter agreement, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof ("Consent"); and

**WHEREAS**, Section 12 of the Agreement, as amended by the First Addendum, provides that "[t]his Agreement is binding on, and inures to the benefit of the Village, the Licensee, and their successors and assigns. Except as stated in this Section 12, the Licensee has no right or authority to transfer or assign this Agreement or any interest in any part of this Agreement without the prior, express, written consent of the Village, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the MAN and/or the MAN Improvements. The Licensee may assign this Agreement without the Village's consent to the Licensee's affiliate or to the Licensee's successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the MAN and/or the MAN Improvements;" and

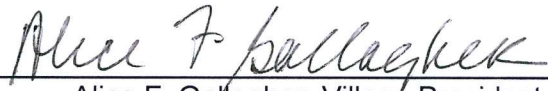
**WHEREAS**, the President and Board of Trustees of the Village of Western Springs find that it is in the best interests of the Village of Western Springs to approve and execute the attached Consent.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

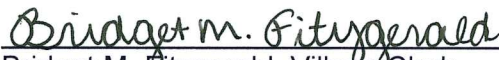
**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The President and Board of Trustees of the Village of Western Springs authorize and direct the President and Village Clerk, or their designees, to execute and deliver the August 17, 2017 "Consent to Assignment" letter agreement, attached hereto as **Exhibit "A"**, and such other instruments, as may be necessary or convenient to fulfill or satisfy the obligations of the Village as set forth in the Consent to Assignment. The Village Clerk's Office shall forward certified copies of this Resolution and fully executed copies of the Consent to Assignment to WideOpenWest Illinois, LLC and to MCIMetro Transmission Services Corp. for record retention purposes.

**PASSED** by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 27th day of November, 2017, and approved by me as Village President, and attested by the Village Clerk on the same day.

  
\_\_\_\_\_  
Alice F. Gallagher, Village President

**ATTEST:**

  
\_\_\_\_\_  
Bridget M. Fitzgerald, Village Clerk

**Exhibit "A"**

**CONSENT TO ASSIGNMENT**

(attached)



August 17, 2017

Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, IL 60558  
Attn: Village Manager

**RE: CONSENT TO ASSIGNMENT**

Dear Sir or Madam:

We are excited to inform you that on August 1, 2017, WideOpenWest, Inc. (“WOW”) entered into an Asset Purchase Agreement with MCI Metro Access Transmission Services Corp. (“Verizon”), an indirect, wholly-owned subsidiary of Verizon Communications, Inc. (NYSE: VZ), pursuant to which Verizon agreed to acquire certain assets, and to assume certain liabilities, from WOW that are related to its fiber network in the area of Chicago, Illinois (the “Transaction”). In connection therewith, at the closing of the Transaction, WOW is to assign all of its rights and obligations arising on or after the closing under the Right of Way Use License and Fiber Optic Cable Agreement, dated as of November 9, 2015, by and between the Village of Western Springs and WideOpenWest Illinois, LLC, as amended by that certain First Addendum, dated as of July 25, 2016, a copy of which is attached hereto as Exhibit A (the “Agreement”), to Verizon or one of its affiliates. The Transaction is subject to customary closing conditions and is expected to close early in the first quarter of 2018.

Your consent to the assignment of the Agreement in connection with the Transaction may be required. Therefore, we kindly request that you sign below to consent to the assignment of the Agreement to Verizon or one of its affiliates and to acknowledge that the Agreement will remain in full force and effect following the consummation of the Transaction and that neither the assignment of the Agreement nor the consummation of the Transaction will be deemed to constitute, or be construed as, a breach of the Agreement or entitle you to any payments or compensation.

Please return a signed copy of this consent to me via e-mail at [Craig.Martin@wowinc.com](mailto:Craig.Martin@wowinc.com) by September 1, 2017.

If you have any questions, please do not hesitate to contact me at the e-mail above or (269) 567-4200.


Yours very truly,

Craig Martin  
General Counsel

cc: Michael T. Jurusik  
Klein, Thorpe & Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, IL 60606

Acknowledged and Agreed:

VILLAGE OF WESTERN SPRINGS

By:   
Name: Alice F. Gallagher  
Title: Village President

[Signature Page to Consent]

**EXHIBIT A**

Agreement

**RIGHT OF WAY USE  
LICENSE AND FIBER OPTIC CABLE AGREEMENT  
BETWEEN THE VILLAGE OF WESTERN SPRINGS  
AND WIDOPENWEST ILLINOIS, LLC**

This **RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDOPENWEST ILLINOIS, LLC** (the "Agreement") is entered into on 9<sup>th</sup> Nov., 2015 (the "Effective Date") by and between the Village of Western Springs, an Illinois municipal corporation (the "Village") and WideOpenWest Illinois, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois (the "Licensee"). The Village and the Licensee shall be referred to as the "Parties," and individually as a "Party."

**WHEREAS**, the Village maintains standards for construction within its public rights of way in Title 8 (Public Ways and Property), Chapter 11 (Standards for Construction of Utility Facilities In Public Rights Of Way), of the Village of Western Springs Municipal Code (the "ROW Construction Ordinance"), as amended from time to time; and

**WHEREAS**, the Village owns and maintains a fiber optic metropolitan area network (the "MAN") within its public rights of way depicted in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, the Village desires to extend and expand its MAN in the locations, and within the Village owned public rights of way, as depicted in **Exhibit B** attached hereto and made a part hereof (the "Approved ROW Locations"); and

**WHEREAS**, the Licensee holds a certificate of authority with the Illinois Commerce Commission; and

**WHEREAS**, the Licensee desires a license to construct, install, operate, maintain, and replace a privately owned and operated fiber optic telecommunications cables (the "Cable System") both underground and on existing utility poles within the Approved ROW Locations, as depicted and described in **Group Exhibit C** attached hereto and made a part hereof; and

**WHEREAS**, the Licensee desires to utilize the Cable System to extend the scope of its private business activities; and

**WHEREAS**, the Licensee is not delivering, and does not intend to deliver, cable television service to residents of the Village; and

**WHEREAS**, in consideration of, and subject to, the terms of this Agreement, the Village agrees to allow the Licensee, at its sole cost, to install additional fiber optic cables within the Approved ROW Locations to expand the MAN in the areas depicted in **Exhibit B** and **Exhibit C-1**, and to construct, install, operate, maintain,

and replace its Cable System within certain of the Approved ROW Locations, including underneath the Burlington North Santa Fe Railroad ("BNSF") right of way ("BNSF ROW") using the Village-owned conduit adjacent to the Clausen Avenue pedestrian underpass; and

**WHEREAS**, the Licensee is willing to install and extend the MAN for the Village for the exclusive and permanent use of the Village, all as set forth and further defined in this Agreement (the "MAN Improvements"), as depicted and described in Group Exhibit D attached hereto and made a part hereof; and

**WHEREAS**, the Village has determined that it is useful to the Village and its residents to grant a public right of way use license to the Licensee for the Cable System as provided in this Agreement, and for the Village to acquire the MAN Improvements; and

**WHEREAS**, the Licensee is authorized to enter into this Agreement and to perform the obligations and commitments set forth in this Agreement; and

**WHEREAS**, the Village and Licensee are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970.

**NOW, THEREFORE**, in consideration of the mutual consideration exchanged between the Parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the Parties agree as follow:

1. **Recitals**: The Recitals are incorporated into this Agreement as material terms of this Agreement.

2. **Grant of Right of Way Use License**: For and in consideration of the terms of this Agreement, and in compliance with all federal, state, county, and Village laws, ordinances, and regulations, the Village grants to the Licensee a non-exclusive revocable license (the "License") to construct, install, operate, maintain, and replace (collectively the "Maintenance") the Cable System and MAN Improvements in the Approved ROW Locations, subject to the terms of this Agreement. This Agreement and the License do not convey any right, title, or interest of any kind, including any ownership or leasehold interest, in any Village public rights of way, but is a license only for the use and occupancy of the specified Approved ROW Locations for the limited purposes stated in this Agreement.

Notwithstanding the limited scope of the License, in the event of an emergency or other unexpected major repair, the Licensee may access Village public rights of way to undertake emergency maintenance or repair work as required under the circumstances. All emergency maintenance or repair work by Licensee must comply with the requirements for emergency maintenance in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, as amended from time to time.

3. Term of Agreement; Reopener:

A. This Agreement, and the License granted herein, shall be for a ten (10) year term, commencing on the Effective Date (the "Term") of the Agreement, which shall be the date the last signatory signs the Agreement, unless otherwise extended. The Term may be extended by mutual written agreement of the Parties for one (1) or more successive terms of not more than ten (10) years each (each such period is an "Extended Term"), so long as the Licensee is in full compliance with the terms of this Agreement at the time of each extension. A Party requesting an Extended Term shall submit such a request to the other Party in writing at least thirty (30) calendar days prior to expiration of the Term or the Extended Term then in effect. The thirty (30) calendar day period may be waived by the other Party.

B. During the Term, the Licensee shall not pay the Village a License fee, in consideration of the Licensee's installation of the MAN Improvements, and in consideration of the Licensee's transfer of ownership of the MAN Improvements to the Village.

C. The Parties shall reopen, renegotiate, and amend this Agreement if any of the following occurs:

1. If the Licensee desires to provide any "telecommunications service" to persons or areas within the Village, as defined in Section 8-8-2 (Definitions) of the Village of Western Springs Municipal Code (the "Code"), the Parties shall amend this Agreement in accordance with Title 8 (Public Ways and Property) and Chapter 8 (Telecommunications), to include terms of the franchise agreement called for in Section 8-8-3(C) (Telecommunications Franchise) of the Code, including payment by the Licensee of a franchise fee to the Village.

2. If the Licensee desires to extend the footprint of the Cable System or increase the number of strands in the Cable System, the Parties shall amend this Agreement to include such additional terms and consideration as are necessary to obtain the Village's consent to allow the Licensee to so extend or modify the Cable System.

3. If federal, state, or county laws, regulations, or requirements regarding the MAN or this Agreement impose any unforeseen cost or expense on the Village, the Parties shall amend this Agreement to allocate the costs or expenses among the Parties.

4. If the BNSF imposes any unforeseen expense(s) related to the use of the Village-owned conduit utilized by the Parties.

4. **Location, Description and Installation of Cable System:** The Cable System shall be composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Cable System are described in **Group Exhibit C**. The Cable System, once installed, shall be owned by Licensee, subject to the terms of this Agreement. The Licensee represents and warrants that it does not hold any franchise issued by the Village for the provision of "telecommunications service" to persons or areas in the Village, as defined in Section 8-8-2 (Definitions) of the Code, and Licensee shall not provide such telecommunication service until and unless Licensee obtains a franchise issued by the Village, as required by Section 8-8-3 (General Requirements) of the Code, and in accordance with the process in Section 3(C)(1) of this Agreement. On or before \_\_\_\_\_, 2015, the Licensee shall install the fiber optic cable segments that comprise the Cable System.

5. **MAN Improvements:**

A. The Licensee shall, at Licensee's sole cost and expense, install the fiber optic cable segments that comprise the MAN Improvements, as set forth in the following "Table 1," and as depicted and further described in **Group Exhibit D**:

Table 1

#	From	To	Strands	Initial Ownership	Type	Color on Exhibit D-1
1	Western Springs Village Hall ("WS Village Hall")	Lyons Township High School North Main Building ("LTHS NMB")	24	D204	Buried	Blue
2	WS Village Hall	Thru La Grange Area Department of Special Education to LTHS NMB	6	D204	Buried	Blue
3	WS Village Hall	Thru West Field to LTHS NMB	6	D204	Buried	Blue
4	WS Village Hall	Thru Transition House Lab to LTHS NMB	6	D204	Buried	Blue
5	WS Village Hall	Straight to LTHS NMB	6	D204	Buried	Blue
6	WS Village Hall	La Grange Police Department	12	Village / La Grange / LTACC	Buried	Green
7	WS Village Hall	Field Park Elementary School	6	Village	Buried	Red
8	WS Village Hall	Clausen Avenue Underpass	6	Village	Buried	Yellow
9	Clausen Avenue Underpass	Corner of North Brainard Avenue and West Hillgrove Avenue	12	Village / La Grange / LTACC	Buried	Green
10	La Grange Police Department	La Grange Park Police Department	6	WOW	Aerial	Orange

B. Each segment of the MAN Improvements shall:

1. Contain the number of fiber optic strands in the "Strands" column in Table 1; and

2. Be constructed underground and on existing utility poles within the Approved ROW Locations as set forth in the "Type" column in Table 1; and

3. Upon completion of installation of the MAN Improvements, and after written acceptance by the entity set forth in the "Initial Ownership" column of Table 1 of a no fee bill of sale executed by Licensee, all components of the MAN Improvements for each segment, including without limitation the fiber optic strands, conduits, handholes, patch panels, locate posts, and locate wires (collectively the "MAN Improvement Components") shall become the property of the entity set forth in the "Initial Ownership" column of Table 1, and all rights, title, and interest in the MAN Improvements shall be and remain with entity set forth in the "Initial Ownership" column of Table 1, or their assigns, except that any segment which crosses the municipal corporate boundary from the Village to the Village of La Grange shall be owned, maintained, repaired and replaced by the municipality within that municipality's corporate boundary, such that the Village and the Village of La Grange, or their assigns, shall each be responsible for ownership, maintenance, repair and replacement of the segments, or portions thereof, within their respective municipal corporate boundaries, except that all aerial facilities shall be owned and maintained by Licensee; and

4. Be installed on or the Effective Date, except that Segment 9 shall be installed within twelve (12) months of the Effective Date.

C. Segments 6 and 9 shall be owned, maintained, repaired and replaced by the Village and the Village of La Grange within their respective municipal corporate boundaries until such time as the Village and the Village of La Grange transfer title to Segments 6 and 9 to the "Lyons Township Area Communications Center" ("LTACC"), and LTACC, or their assigns, shall thereafter own, maintain, repair and replace Segments 6 and 9.

D. The entities set forth in the "Initial Owners" column in Table 1 may freely assign their respective ownership interests in the MAN Improvements, and the consent of Licensee shall not be necessary in order for any such assignment to occur.

E. In order to comply with the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as set forth in Section 16(F) below, the Parties agree that:

1. The MAN Improvements consist of Twenty Nine Thousand Forty (29,040) linear feet of fiber optic cable installed by Licensee (the "MAN Improvements Length"), the Cable System consists of Ten Thousand Four Hundred Fifty Four (10,454) linear feet of fiber optic cable installed by Licensee (the "Cable System Length"), and together the MAN Improvements and the Cable System consist of a

total of Eighteen Thousand Five Hundred Eighty Six (18,586) linear feet of fiber optic cable (the "Total Improvements Length").

2. The MAN Improvements consist of Thirty Six Percent (36%) of the Total Improvements Length (the "MAN Improvements Cost Share"), which is the product of the MAN Improvements Length divided by the Total Improvements Length. The Cable System consists of Sixty Four Percent (64%) of the Total Improvements Length (the "Cable System Cost Share"), which is the product of the Cable System Length divided by the Total Improvements Length.

3. The wages paid by Licensee to build the MAN Improvements and the Cable System are 2,371.78 Dollars (\$ 2,371.78) (the "Total Wages Cost"). The wages paid by Licensee to build the MAN Improvements are 668.42 (\$ 668.42) (the "MAN Improvements Wage Costs"), which is the product of the MAN Improvements Cost Share multiplied by the Total Wages Cost.

4. The Licensee shall, within 30 (~~45~~) business days of the Effective Date, deliver to the Village all documents reasonably requested by the Village relating to the wages paid, hours worked, and other information needed to compute the wages owed under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for construction the MAN Improvements (the "MAN PWA Wages"). The wages owed under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for construction the MAN Improvements shall be the "MAN PWA Wages." The Licensee shall, within the same time period, submit to the Village and the Illinois Department of Labor, as the case may be, all other documents and information necessary to comply with the Licensee's obligations under the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

5. The Village shall, within 30 (~~45~~) business days after receipt of all documents and information required to calculate the MAN PWA Wages, pay to Licensee the MAN Improvement Wage Costs subtracted from the MAN PWA Wages.

6. Construction Within and Use of Public Rights of Way:

A. All Maintenance within the Village's rights of way shall comply with the ROW Construction Ordinance, as amended from time to time, and other applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation the National Electrical Code, the National Electrical Safety Code, and the standards in Section 8-11-16 (Construction Methods and Materials) of the ROW Construction Ordinance, as amended from time to time. The Licensee shall not interfere with property of Village or the property of other users of the public rights of way.

B. This Agreement does not authorize the Licensee to use any privately owned property, except that if a portion of the Approved ROW Locations consists of an easement area in favor of the Village over private property and the easement permits the Licensee's use of the easement area, the Licensee may use the easement area.

C. All Maintenance by the Licensee shall be further subject to the following regulations and requirements:

1. The Approved ROW Locations include the Clausen Avenue pedestrian under pass that crosses under the BNSF ROW. The Licensee shall hand excavate inside the BNSF ROW to expose the existing four inch (4") conduit. The four inch (4") PVC conduit shall be extended north and south into the Village's right of way and piped into a handhole to be owned by the Village and provided by the Licensee. Licensee may pass through and separate its four hundred thirty two (432) count fiber to an adjacent handhole box to be owned and maintained by Licensee. Licensee shall install a fabric innerduct with six (6) cells and install each fiber run through an innerduct. Pull strings shall be provided in all unused innerducts within the Village's existing four inch (4") conduit. All work taking place in the BNSF ROW shall be restored to its prior condition immediately upon completion of the work or as directed by the Village. If the BNSF charges a fee to the Village or Licensee for Maintenance performed under this Agreement relative to the Licensee's use of the Clausen Avenue pedestrian underpass that crosses under the BNSF ROW, the Licensee shall be solely responsible for paying the fee.

2. All MAN Improvement Components shall be provided by Licensee at Licensee's cost and ownership conveyed by bill of sale to the entity set forth in the "Ownership" column of Table 1. A minimum of ten feet (10') of cable slack shall be provided in each handhole box. A minimum of ten feet (10') of cable slack shall be provided at each segment termination location.

3. The Licensee shall provide the Village with no less than twenty four (24) hours of notice prior to the commencement of work taking place in the Approved ROW Locations each calendar day, including but not limited to work in the BNSF ROW. The Licensee shall not commence any work under this Agreement unless timely notice has been given.

4. Licensee shall install a #12 (THNN or equal) copper locate wire with proper termination at locate posts and hand holes for fiber optic cable segment labeled "# 6" in Table 1, from the Western Springs Village Hall to the La Grange Police Department.

5. Licensee shall install the MAN Improvement Components in the locations specified in the plans in Exhibit D-1.

6. Licensee shall re-terminate all fiber at existing termination locations, including but not limited to the Western Springs Village Hall, Field Park School, and the security cameras located at the Clausen Avenue Underpass.

7. Licensee shall, at its cost, prepare and provide to the Village "as-built" plans for the Cable System and MAN Improvements within a reasonable time after installation of the Cable System and MAN Improvements. The as-built plans shall include all relevant information requested by the Village, including but not limited to depth of the conduit and a strand identification map or table.

8. Licensee shall be solely liable for any damages resulting from any Maintenance due to Licensee's failure to comply with the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 *et seq.*

7. **Permits:** The Licensee shall secure all necessary permits required for Maintenance, including Village permits, and shall pay the customary and standard permit fees, and shall post the security required by Section 8-11-10 (Security) of the ROW Construction Ordinance, prior to commencing any Maintenance.

8. **Operation and Maintenance of Cable System:** The Licensee shall, during the Term of this Agreement, be responsible for maintaining the Cable System in good and safe condition at all times and in compliance at all times with applicable federal, state, county, and Village laws, ordinances, and regulations, including without limitation, the National Electrical Code, the National Electrical Safety Code, and the standards in Section 8-11-20 (Maintenance and Emergency Maintenance) of the ROW Construction Ordinance, and the costs of said Maintenance shall be paid solely by the Licensee. In the event of a loss of service in the Cable System, the Licensee shall repair any damage and restore service promptly, and in a manner in accordance with industry standards. At no time, and under no circumstances, may the Licensee take any action that would have an adverse impact of any kind on the maintenance or operation of the MAN.

9. **Property Restoration and Repairs:**

A. The Licensee shall comply with the cleanup and restoration requirements of Section 8-11-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

B. If the Licensee fails to restore or repair any disturbance or damage within the required time, the Village may undertake the restoration or repairs, at the Licensee's sole cost and expense, using the Village's own staff or forces or third-party contractors. The Licensee shall reimburse the Village for all costs and

expenses incurred by the Village related to the restoration or repairs, including reasonable administrative costs, within thirty (30) calendar days after receipt of an invoice of those costs and expenses from the Village. The invoice shall include reasonable detail of the costs and expenses and must include receipts or other document when available. If the Licensee fails to pay the Village within thirty (30) calendar days after receipt of the invoice, the Village may issue a notice to the Licensee that the Village will terminate this Agreement if payment is not received within fifteen (15) calendar days after the date of that notice. If the Licensee fails to pay the Village within that fifteen (15) calendar day period, then the Village may immediately terminate this Agreement.

10. **No Liability for Damage to Cable System MAN, or MAN Improvements:** Unless directly and proximately caused by a negligent, willful, intentional, or malicious act of the Village, the Village shall not be liable for, and the Licensee expressly waives all claims it may have against the Village for, any damage to or loss of the Cable System, the MAN, or the MAN Improvements.

11. **Mechanic's Lien:** The Licensee shall not suffer or permit any mechanic's lien or other such lien to attach to any portion of the Approved ROW Locations and/or the MAN, and the Licensee shall be solely responsible for payment of any mechanic's lien or other lien. The Licensee shall save and keep harmless the Village and its property from any such lien or claim therefor and from any and all cost or expense incurred in connection with any such lien or claim, including the Village's attorney's fees and expenses incurred with removing, settling or contesting such lien or claim.

12. **Transfer or Assignment of Agreement:** This Agreement is binding on, and inures to the benefit of the Village, the Licensee, and their successors and assigns. Except as stated in this Section 12, the Licensee has no right or authority to transfer or assign this Agreement or any interest in any part of this Agreement without the prior, express, written consent of the Village, which consent may not be unreasonably withheld or delayed so long as the assignment has no adverse impact on the MAN and/or the MAN Improvements. The Licensee may assign this Agreement without the Village's consent to the Licensee's affiliate or to the Licensee's successor in connection with a merger, reorganization, or sale of all or substantially all of the Licensee's assets or ownership, but only so long as the assignment has no material adverse impact on the MAN and/or the MAN Improvements.

13. **Indemnification:** As a material inducement for the Village to enter into this Agreement, the Licensee agrees to defend, indemnify and hold harmless the Village, its appointed and elected officials, officers, president and trustees, agents, volunteers, attorneys, engineers and employees (the "Village Affiliates") from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Licensee's Maintenance of the Cable System

and/or MAN Improvements, or performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the Village or the Village Affiliates.

The scope of the Licensee's indemnification shall include, but is not limited to:

- (1) Any negligent, tortious or wrongful act or omission of the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees or invitees, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including the Licensee, its representatives, officers, agents, employees, contractors, subcontractors, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- (2) Loss or damage of any kind resulting from the Licensee's failure to comply with any provision of this Agreement, or of any federal, state, county or Village law, regulation, or ordinance applicable to the Licensee.

As a condition of the Village entering into this Agreement, the Licensee agrees to assume for its representatives, officers, agents, employees, contractors and subcontractors all risk of dangerous or hazardous conditions which are created or caused by the Licensee, in, on or about that portion of the Cable System used by the Licensee pursuant to this Agreement.

In the event of any such injury including death or loss or damage or claim or claims therefore, the Licensee shall give immediate written notice thereof to the Village, the Village shall have the right to select its own counsel to be paid for by Licensee, and the Village shall have the right to direct its own defense.

**14. Insurance:** Licensee shall procure and maintain, for the duration of the Agreement, insurance written on an "occurrence" basis, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Licensee, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village and the Village Affiliates as additional insureds, including ISO Additional Insured Endorsement CO 2026, CG 2010; and
2. Owners and Contractors Protective Liability (OCP) policy with the Village as insured; and

3. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto;" and

4. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. **Minimum Limits of Insurance:** The Licensee shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000; and

2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident; and

4. Builders Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis; and

5. Excess Liability/Umbrella Coverage: \$2,000,000 per occurrence and in the aggregate.

C. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions relative to the Village and the Village Affiliates; or the Licensee shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage:**

a. The Village and the Village Affiliates are to be covered as additional insured as respects: liability arising out of the Village's work, including activities performed by or on behalf of the Village; products and completed operations of the Village; premises owned, leased or used by the Village; or automobiles owned, leased, hired or borrowed by the Village. The coverage shall contain no special limitations on the scope of protection afforded to the Village and the Village Affiliates.

b. The Village's insurance coverage shall be primary as respects the Village and the Village Affiliates. Any insurance or self-insurance maintained by the Village and the Village Affiliates shall be excess of Village's and the Village Affiliates' insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village and the Village Affiliates.

d. The Village's insurance shall contain a Severability of Interests/Cross Liability' clause or language stating that Village's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Village shall be required to name the Village and the Village Affiliates. A copy of the actual additional insured endorsement shall be provided to the Village.

2. **Workers' Compensation and Employers Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the Village and the Village Affiliates for losses arising from work performed by Licensee for the Village.

3. **All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Village.

E. **Acceptability of Insurers:** Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

F. **Verification of Coverage:** The Licensee shall furnish the Village with certificates of insurance naming the Village and the Village Affiliates as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Licensee's Public Liability Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits stated above. Comprehensive Liability Insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles. The insurance shall apply to all activities including spray-painting operations. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

G. **Subcontractors:** The Licensee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. **Assumption of Liability:** The Licensee assumes liability for all injury to or death of any person or persons including employees of the Licensee, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this contract.

15. **Reimbursement of Village Expenses:** The Licensee shall reimburse the Village for its costs for reviewing and negotiating this Agreement in an amount not to exceed Three Thousand and No/100 Dollars (\$3,000.00). The Village shall provide the Licensee an invoice stating those costs within thirty (30) calendar days after the Effective Date. The Licensee shall pay the Village within ten (10) business days after receipt of the invoice.

16. **Compliance With Laws:** The Licensee certifies as follows:

A. That any work to be performed by it or its contractors on Village-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, state and county laws and regulations and the Village codes, ordinances and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.

B. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).

C. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 *et seq.*).

D. In the performance of its obligations pursuant to this Agreement and in the operation of its program, it shall comply with all applicable provisions of federal, state, county and Village laws, ordinances, and regulations, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by the Licensee hereunder. Any complaint of such discrimination received by the Licensee shall be immediately forwarded to the Village.

E. That it shall comply with all applicable federal, state, county, and Village laws, ordinances, and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the

employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Licensee agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the Licensee further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by the Licensee in all its contracts and agreements with contractors and subcontractors for this program.

F. The Licensee agrees to pay not less than the prevailing rate of wages as determined by the Illinois Department of Labor (IDOL) and as set forth in the schedule of prevailing wages maintained by the IDOL under the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as applicable to all laborers, workers, and mechanics performing work under this Agreement on the MAN Improvements. The Licensee, its contractors, and its subcontractors shall comply with the reporting requirements of the Prevailing Wage Act throughout the duration of the Agreement. Should the IDOL revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Agreement. It is the Licensee's sole responsibility and duty to insure that any revision in the prevailing wage rates during the course of the project will be reflected in payment from the Licensee and each contractor and subcontractor to each worker where the change is applicable.

G. The Licensee also agrees to require any contractor doing construction work or performing professional or consulting services in connection with its program or this Agreement to agree to adhere to the requirements of this Section.

H. Section 7(2) of the Illinois Freedom of Information Act (the "FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a Party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Licensee acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Licensee's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Licensee agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement. The Licensee acknowledges that certified payroll records submitted to a public body under Section 5(a)(2) of the Prevailing Wage Act are public records subject to inspection and copying in accordance with the provisions of this Act.

17. Termination of Agreement:

A. Termination by Licensee: Subject to the conditions stated in this Subsection 17(A), the Licensee may terminate this Agreement at any time and for any reason upon thirty (30) calendar days advance written notice to the Village of its intention to terminate. The following conditions apply to any termination of this Agreement by the Licensee:

1. All of Licensee's obligations related to the Cable System and MAN Improvements shall survive termination of this Agreement such that the Licensee may take no action related to the Cable System or the MAN Improvements that would have an adverse impact of any kind on the maintenance or operation of the MAN Improvements, and Licensee's obligations related to the Cable System Man Improvements shall only terminate at such time as the maintenance and operation of the Cable System and MAN Improvements will not be adversely impacted; and

2. All unfulfilled or unfinished obligations of the Licensee under this Agreement, whether Maintenance obligations, payment obligations, restoration or repair obligations, or any other obligation, survive termination of this Agreement, and the Licensee shall continue to be responsible and liable for completion of all unfulfilled or unfinished obligations.

B. Termination by Village: Subject to the conditions stated in this Subsection 17(B), the Village may terminate this Agreement for any of the following causes:

1. A material violation of any term of this Agreement and the Licensee's failure to completely cure that violation within fifteen (15) calendar days after receipt of written notice by Village that identifies the violation.

2. The material failure of Licensee to comply with all applicable federal, state, county, or Village laws, ordinances, rules, or regulations.

3. The Licensee made a fraudulent, false, misrepresenting, or materially incomplete statement in seeking this Agreement or in a permit application for the Cable System and/or MAN Improvements.

4. Construction of the Cable System and/or MAN Improvements contrary to the plans and specifications approved by the Village.

5. The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.

6. The Licensee transfers the License without the Village's approval required under this Agreement.

7. The Licensee ceases its business operations or ceases operation of the Cable System and/or the MAN Improvements, unless the cessation of operation was due to circumstances beyond the reasonable control of the Licensee and the Licensee resumes operations within thirty (30) calendar days after they were ceased.

8. Any portion of the Cable System and/or MAN Improvements presents a direct or imminent threat to the public health, safety, or welfare, whether due to its location, condition, or other circumstance, and the Licensee fails to mitigate that threat promptly.

9. Failure to provide the required traffic control, or failure to follow safety requirements while performing work, and to respond to requests from the Village to correct such deficiencies within a reasonable time.

C. Cessation of Agreement: At the time this Agreement is no longer in effect, for any reason including, but not limited to, expiration of the Term or an Extended Term, or termination by the Village or Licensee, or pursuant to court order or decree:

1. The Village shall direct the Licensee as to what portion of the Cable System and/or MAN Improvements, if any, the Licensee must remove from the Village's public rights of way. Any portion of the Cable System and/or MAN Improvements designated by the Village for removal must be removed by the Licensee at its sole cost and expense within thirty (30) calendar days after the date of termination, and the Licensee shall promptly restore all disturbed public rights of way to the standards in Section 8-11-19 (Cleanup and Restoration) of the ROW Construction Ordinance.

2. The Licensee, at no cost or expense to the Village, shall quitclaim and transfer to the Village by a bill of sale all rights, title, warranties, and interest to all portions of the Cable System and/or MAN Improvements that remains with the Licensee, within fifteen (15) calendar days of a written demand of the Village.

18. Complete Agreement; Amendments: This Agreement represents the entire agreement between the Village and the Licensee regarding the subject matter hereof. This Agreement may be amended only in writing with the signatures of the properly authorized representatives of the Parties.

19. Incorporation of Exhibits: Exhibit A through Exhibit D are incorporated as substantive provisions of this Agreement.

20. **Governing Law; Venue:** This Agreement will be governed, interpreted, and construed in accordance with the laws, but not the conflicts of law rules, of the State of Illinois. The venue for any dispute between the Parties shall be in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

21. **Taxes:** Nothing contained in this Agreement shall be construed to exempt the Licensee from any fee, tax, property tax levy, or assessment that is or may be hereafter lawfully imposed, and the Licensee shall be responsible for the payment of any taxes assessed relative to its use of the Village's public rights of way or the Licensee's operation of the Cable System and/or the MAN Improvements.

22. **No Waiver:** The waiver by a Party of a particular breach of this Agreement or the failure of a Party to enforce a particular term of this Agreement at any particular time, or for any period of time, will not be construed or deemed to be a waiver any other breach or a bar from enforcing any other term.

23. **Notice:** All notices, demands, elections, and other instruments required or permitted to be given or made by any Party upon one or more of the others under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party at the respective addresses shown below or to such other Party or address as either Party may from time to time furnish to the other in writing. Service on the legal counsel for either Party is sufficient notice to the Party.

(a) Notices to Western Springs shall be sent to:

Village Manager  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558  
Phone: (708) 246-1800  
Fax: (708) 246-0284

With a copy to:

Michael T. Jurusik  
Klein, Thorpe & Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606  
Phone: (312) 984-6400  
Fax: (312) 984-6444

(b) Notices to Licensee shall be sent to:

WideOpenWest Illinois, LLC  
Attn: Business Manager  
1674 Frontenac Rd  
Naperville, IL 60563

24. **Good Faith Cooperation:** The Parties agree that: (i) in the event a decision by a regulatory authority at the federal, state, county, or Village level necessitates modifications in this Agreement; or (ii) the Village determines in good faith that the Licensee's use of the MAN Improvements materially interferes with the Cable System, the Parties will negotiate in good faith to modify the Agreement to permit each Party, to the extent practicable, to enjoy the intended benefits of this Agreement. The Parties otherwise mutually agree to cooperate with each other in good faith to permit the Parties to perform their duties and obligations under the Agreement.

25. **Force Majeure:** The Village and the Licensee shall not be responsible for any failure to perform or delay in performance due to unforeseen circumstances, or due to a cause beyond the Party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, acts of suppliers or vendors, strikes, fuel, energy, labor or materials.

26. **Survival:** The obligations and rights in Sections 10, 13, 14, 17(C), and 22 of this Agreement, shall survive the life of this Agreement, and shall remain in full force and effect, even if this Agreement is no longer in effect.

**IN WITNESS WHEREOF**, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of Western Springs, and the Licensee have signed this Agreement on the 9<sup>th</sup> day of November, 2015.

VILLAGE OF WESTERN SPRINGS,  
an Illinois municipal corporation

BY: *W. T. Pappas*  
Village President

Date: November 9, 2015

ATTEST: *Jeanine M. Jasica*  
Village Clerk

Date: November 9, 2015

WIDOPENWEST ILLINOIS, LLC  
a Delaware limited liability company

BY: *Craig Augustyn*  
Manager *Craig Augustyn VP operations*

Date: 12/9/15, 2015

ATTEST: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_, 2015

EXHIBIT A

VILLAGE OF WESTERN SPRINGS'  
METROPOLITAN AREA NETWORK MAP

FIRST ADDENDUM TO THE RIGHT OF WAY USE  
LICENSE AND FIBER OPTIC CABLE AGREEMENT  
BETWEEN THE VILLAGE OF WESTERN SPRINGS  
AND WIDOPENWEST ILLINOIS, LLC

This **FIRST ADDENDUM TO THE RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDOPENWEST ILLINOIS, LLC** (the "First Addendum") is entered into on July 25, 2016 (the "Effective Date") by and between the Village of Western Springs, an Illinois municipal corporation (the "Village") and WideOpenWest Illinois, LLC, a Delaware limited liability company authorized to conduct business in the State of Illinois (the "Licensee"). The Village and the Licensee shall be referred to as the "Parties," and individually as a "Party."

**WHEREAS**, on November 9, 2015, the Village President and Board of Trustees (the "Corporate Authorities") passed Resolution No. 15-2334, approving the "RIGHT OF WAY USE LICENSE AND FIBER OPTIC CABLE AGREEMENT BETWEEN THE VILLAGE OF WESTERN SPRINGS AND WIDOPENWEST ILLINOIS, LLC" (the "Agreement") by and between the Parties, which Agreement has an Effective Date of November 9, 2015; and

**WHEREAS**, the Agreement grants the Licensee permission to construct and operate a privately owned "Cable System," as defined in the Agreement, within certain Village rights-of-way, known as the "Approved ROW Locations," as defined in the Agreement; and

**WHEREAS**, the Licensee desires to further extend its privately owned Cable System both underground and on existing utility poles within the Approved ROW Locations to extend the scope of its private business activities within the Village; and

**WHEREAS**, the Licensee is not delivering, and does not intend to deliver, cable television service to residents of the Village; and

**WHEREAS**, the Village desires to authorize the Licensee to further extend its Cable Systems on the terms set forth in this First Addendum; and

**WHEREAS**, Section 3(C)(2) of the Agreement provides that "[i]f the Licensee desires to extend the footprint of the Cable System or increase the number of strands in the Cable System, the Parties shall amend this Agreement to include such additional terms and consideration as are necessary to obtain the Village's consent to allow the Licensee to so extend or modify the Cable System," and Section 18 of the Agreement provides, in part, that the "Agreement may be amended only in writing with the signatures of the properly authorized representatives of the Parties;" and

WHEREAS, the Village and the Licensee are authorized to enter into this First Addendum pursuant to the intergovernmental cooperation powers granted by Article 7, Section 10(a) of the Illinois Constitution of 1970.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the Parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the Parties agree as follows:

1. **Recitals:** The foregoing Recitals are incorporated into this First Addendum as material terms of this First Addendum.

2. **Incorporation:** The Agreement is incorporated herein by reference and made a part hereof. In all respects, except as specifically amended by this First Addendum, or unless the action or obligation or term has been completed or satisfied, the terms, conditions and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and this First Addendum, this First Addendum shall control.

3. **Amendments to the Agreement:** Section 4 of the Agreement, entitled "Location, Description and Installation of Cable System," is amended to read in its entirety as follows:

4. **Location, Description and Installation of Cable System:**

A. The Cable System shall be composed of dedicated fiber optic cable and related components. The components of, and the general plans for, the Cable System are described in Group Exhibit C. The Cable System, once installed, shall be owned by Licensee, subject to the terms of this Agreement, as amended. The Licensee represents and warrants that it does not hold any franchise issued by the Village for the provision of "telecommunications service" to persons or areas in the Village, as defined in Section 8-8-2 (Definitions) of the Code, and Licensee shall not provide such telecommunication service until and unless Licensee obtains a franchise issued by the Village, as required by Section 8-8-3 (General Requirements) of the Code, and in accordance with the process in Section 3(C)(1) of this Agreement, as amended. On or before December 31, 2015, the Licensee shall install the fiber optic cable segments that comprise the Cable System.

B. After the Effective Date, the Licensee may request that the Village approve additional dedicated fiber optic cable runs and related components as additions to the Cable System (a "Cable System Addition"). A request for a Cable System Addition shall be made by Licensee, and shall be considered and acted upon by the Village as follows:

1. The Licensee shall submit a permit application on standard Village forms requesting a Village-issued permit to install the Cable System Addition (the "Permit Request"). The Permit Request shall include a certification by Licensee that the Cable System Addition proposed in the Permit Request, if approved by the Village, will be subject to this Agreement, as amended.

2. The Village shall conduct a preliminary review of the Permit Request and determine if it is complete in accordance with the Village of Western Springs Municipal Code and this Agreement, as amended. If the Permit Request is not complete, the Village shall notify Licensee and advise Licensee of the deficiencies in the Permit Request, and Licensee may thereafter submit a revised Permit Request relative to the Cable System Addition.

3. After Licensee makes a complete Permit Request, the Village shall review the Permit Request in the ordinary course of its business for a permit submitted to the Community Development Department, and the Village shall refer, if necessary, the Permit Request to its consultants and / or the Village Engineer for review, comment, and modifications (the "Review Process").

4. At the conclusion of the Review Process, the Village shall send Licensee an invoice for all of the Village's costs and review fees incurred during the Review Process, which shall include, but not be limited to, Village staffs' time and expenses, the Village Attorney's time and expenses, Village consultants' time and expenses, and the Village Engineer's time and expenses (the "Invoice"). Licensee shall pay the Invoice within thirty (30) days of the date of the Invoice.

5. The Licensee shall consent in writing to reasonable conditions placed by the Village on approval of the Permit Request, such as, but not limited to, the installation of fiber optic cable runs and related components for extensions of the MAN (a "MAN Extension"), at Licensee's sole cost and expense, if the Cable System Addition proposed in the Permit Request is within reasonable proximity to the MAN Extension, as determined by the Village in its sole discretion.

6. The following are conditions precedent to the Village's approval of a Permit Request:

a. The Permit Request meets the requirements of the Village of Western Springs Municipal Code, as determined by the Village in its sole discretion; and

b. The Permit Request meets the requirements of this Agreement, as amended, as determined by the Village in its sole discretion; and

c. The Licensee has paid the Invoice; and

d. The Licensee agrees with any conditions placed by the Village on approval of the Permit Request; and

e. The Village Manager has approved the Permit Request, as determined by the Village Manager in his sole discretion.

If the conditions precedent of approval by the Village in this Section 4(B)(6), the Village shall issue a permit for the Cable System Addition, and Group Exhibit C shall be amended by the addition of both a map depicting the Cable System Addition, in Exhibit C-1, and a description of the Cable System Addition, in Exhibit C-2. If a MAN Extension is installed, Table 1 in Section 5(A) shall be updated to add the MAN Extension, Group Exhibit D shall be amended by the addition of both a map depicting the MAN Extension, in Exhibit D-1, and a description of the MAN Extension, in Exhibit D-2. Once installed, a MAN Extension shall be a Village-owned MAN Improvement under this Agreement, as amended.

4. General Terms:

A. **Validity:** The Parties warrant and represent that the execution, delivery of, and performance under this First Addendum is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

B. **Binding:** This First Addendum shall inure to the benefit of, and shall be binding upon, the transferees, assignees, representatives, owners, insurers, agents, servants, employees, administrators, and/or successors in interest of any kind whatsoever, of the Parties hereto.

C. **Entire Agreement; Amendment:** This First Addendum amends the Agreement and contains the entire understanding between the Parties and supersedes any prior written or oral understanding or agreement between them with respect to the subject matter of this First Addendum. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this First Addendum, which are not fully expressed herein. This First Addendum may only be amended in writing with the mutual consent of the Parties or their successors in interest.

D. **Effective Date:** This First Addendum shall be deemed dated and become effective on the date that the last Party signs this First Addendum.

IN WITNESS WHEREOF, the Village President and Village Clerk, pursuant to the authority given by the Board of Trustees of the Village of Western Springs, and the Licensee have signed this First Addendum on the 25<sup>th</sup> day of July, 2016.

VILLAGE OF WESTERN SPRINGS,  
an Illinois municipal corporation

BY: [Signature]  
Village President

Date: July 25, 2016

ATTEST: [Signature]  
Deputy Village Clerk

Date: 7/25/2016, 2016

WIDOPENWEST ILLINOIS, LLC  
a Delaware limited liability company

BY: [Signature]  
Manager VP, Backhaul Operations

Date: Aug 1, 2016

ATTEST: [Signature]  
Secretary Manager, Government Affairs

Date: Aug 1, 2016