

ORDINANCE NO. 3334

AN ORDINANCE AMENDING THE REGULATION OF AND APPLICATION FOR SMALL WIRELESS FACILITIES AND APPROVING A MASTER POLE ATTACHMENT AGREEMENT

WHEREAS, the General Assembly enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (the “Act”), which became effective on June 1, 2018; and

WHEREAS, the Village of Frankfort (the “Village”) is an Illinois municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village is authorized, under existing state and federal law, to enact appropriate regulations and restrictions relative to small wireless facilities, distributed antenna systems and other personal wireless telecommunication facility installations in the public right-of-way as long as it does not conflict with state and federal law; and

WHEREAS, the Act sets forth the requirements for the collocation of small wireless facilities by local authorities; and

WHEREAS, on September 17, 2018, the Village adopted Ordinance No. 3174 to provide regulate Small Wireless Facilities; and

WHEREAS, on June 3, 2021, the State of Illinois passed Public Act 102-0009 that provided for certain amendments to the Act; and

WHEREAS, the Village finds it in the best interest of the Village and its residents to adopt an amended Ordinance updating its regulations and procedures regarding small wireless facilities in the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL & COOK COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1. REPEAL OF EXISTING ORDINANCE

Ordinance No. 3174 is hereby repealed and replaced in its entirety.

SECTION 2. PURPOSE AND SCOPE

The purpose of this Ordinance is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the Village’s jurisdiction, or outside the rights-of-way on property zoned by the Village exclusively for commercial or industrial use, in a manner consistent with the Act.

Conflicts with Other Ordinances. This Ordinance supersedes all Ordinances or parts of Ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Conflicts with State and Federal Laws. In the event that applicable federal or state laws or regulations conflict with the requirements of this Ordinance, the wireless provider shall comply with the requirements of this Ordinance to the maximum extent possible without violating federal or state laws or regulations.

SECTION 3. DEFINITIONS

For the purposes of this Ordinance, the following terms shall have the following meanings:

Antenna – communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes – uniform building, fire, electrical, plumbing, mechanical, or fuel gas codes adopted by the Village and all local amendments thereto, as amended from time to time.

Applicant – any person who submits an application and is a wireless provider.

Application – a request submitted by an applicant to the Village for a permit to collocate small wireless facilities, which may include the installation of a new utility pole for such collocation, and the applicable review fee.

Collocate or collocation – to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

Communications service – cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

Communications service provider – a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

FCC – the Federal Communications Commission of the United States.

Fee – a one-time charge.

Historic district or historic landmark – a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the Village pursuant to a preservation program that meets the requirements

of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

Law – a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

Micro wireless facility – a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

Municipal utility pole – a utility pole owned or operated by the Village in public rights-of-way.

Permit – a written authorization required by the Village to perform an action or initiate, continue, or complete a project.

Person – an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

Public safety agency – the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

Rate – a recurring charge.

Right-of-way – the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include Village-owned aerial lines.

Small wireless facility – a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than twenty five (25) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Utility pole – a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

Utility pole category – A description of the principal use of a utility pole, such as electric distribution, lighting, traffic control, or a similar function.

Wireless facility – equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

Wireless infrastructure provider – any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

Wireless provider – a wireless infrastructure provider or a wireless services provider.

Wireless services – any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

Wireless services provider – a person who provides wireless services.

Wireless support structure – a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

SECTION 4. REGULATION OF SMALL WIRELESS FACILITIES

(A) Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in Section 3.C.16, Section 3.C.18 and Section 3.H regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

(B) Permit Required. An applicant shall obtain one or more permits from the Village to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:

- (1) Application Requirements. Prior to a wireless provider submitting a Small Wireless Facilities Permit Application, the Village staff suggests the applicant schedule a pre-application meeting. The purpose of the pre-application meeting is to streamline the application and collocation process, to promote the visual character and aesthetic of the Village of Frankfort, and to accommodate the needs of wireless providers. Wireless providers shall submit the following information to the Village, together with the Village's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:
- a. Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by an Illinois licensed structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989; and
 - b. The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This shall include a depiction of the completed facility. Photographs shall include sufficient perspective and detail to document the existing conditions to which the work area will be restored; and
 - c. Photographs of each existing public or private pole located within a two hundred foot (200') radius of the proposed small wireless facility. Where multiple poles of the same type, material, size and color exist within the radius, the applicant may substitute one photograph of each pole type together with a map depicting the multiple locations.
 - d. Written statement determining if the proposed location is on a historic landmark or within a historic district; and
 - e. Specifications and drawings prepared and certified by an Illinois licensed structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed; and
 - f. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility; and
 - g. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and

- h. Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.
- i. In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the Village, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.
- j. Certification from a radio engineer that it operates the small wireless facility within all applicable FCC regulations.

(2) Application Process. The Village shall process applications as follows:

- a. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.
- b. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the Village fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.

- c. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the Village fails to approve or deny the application within 120 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no

sooner than 105 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.

- d. The Village shall deny an application which does not meet the requirements of this Ordinance.

If the Village determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The Village shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the Village denies an application.

The applicant may cure the deficiencies identified by the Village and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The Village shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the applicant to submit a new application with applicable fees, and recommencement of the Village's review period.

The applicant must notify the Village in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e. Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a Master Pole Attachment Agreement, attached hereto as Exhibit A, provided by the Village for the initial collocation on a municipal utility pole by the applicant. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.
- (3) Completeness of Application. Within 30 days after receiving an application, the Village shall determine whether the application is complete and notify the applicant. If an application is incomplete, the Village must specifically identify the missing information. An application shall be deemed complete if the Village fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the Village's permit application form are submitted by the applicant to the Village.

Processing deadlines are tolled from the time the Village sends the notice of incompleteness to the time the applicant provides the missing information.

- (4) Tolling. The time period for applications may be further tolled by:
- a. An express written agreement by both the applicant and the Village; or
 - b. A local, State or federal disaster declaration or similar emergency that causes the delay.
- (5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the Village shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the Village may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The Village may issue separate permits for each collocation that is approved in a consolidated application.

- (6) Duration of Permits. The duration of a permit shall be for a period of 5 years, and the permit shall be renewed for equivalent durations unless the Village makes a finding that the small wireless facilities or the new or modified

utility pole do not comply with the applicable Village codes or any provision, condition or requirement contained in this Ordinance.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall occur on the next anniversary date of the Master Pole Attachment Agreement or permit issuance date, as the case may be, and be subject to all other applicable Village code provisions or regulations in effect at the time of renewal.

- (7) Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the Village by personal delivery at the Village's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

(C) Collocation Requirements, Written Design Standards, and Conditions.

- (1) Public Safety Space Reservation. The Village may reserve space on municipal utility poles for existing or future public safety uses, for the Village's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the Village reasonably determines that the municipal utility pole cannot accommodate both uses. The Village hereby reserves, as a matter of policy, adequate space on each municipal utility pole for public safety uses and/or the Village's electric utility uses, whether desired for use now or in the future, and sufficient sections of the pole's interior to provide power, wiring, and in some cases, the mounting of public safety apparatus, as the case may be. The reservation of adequate space for public safety uses is a condition precedent to the location of small wireless facilities and the Village may, from time to time, require the relocation of small wireless facilities to another location or pole to provide public safety or electric utility uses as it deems necessary or desirable, provided however relocation shall not be required if both the public safety and/or electric utility use and the small wireless facility may physically and technically operate on or about the same pole. In the event the Village decides it necessary or desirable to remove, relocate or change any or all of its municipal utility poles, the wireless provider shall relocate their equipment and service(s) at their sole cost and expense to a new appropriate location approved by the Village, which shall be installed following the then current requirements. In the event the existing small wireless facility can physically and technically operate on or about the same pole as an existing or proposed public safety and/or electric utility use, but doing so requires upgrades to the pole, changes to the structural capacity, or other improvements, the small wireless provider shall have the right to relocate their small wireless facility, complete the required design and improvements

to the existing location at their sole cost and expense. Under no circumstance shall the presence of a small wireless facility cause the Village any expense greater than what it would otherwise incur to locate the public safety and/or electric utility use on a similarly situated pole not already occupied by a small wireless facility.

- (2) Installation and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities at their sole cost and expense, in safe condition and good repair and in compliance with the requirements and conditions of this Ordinance, the master pole attachment agreement and other state, federal and local laws and requirements, as amended from time to time. All proposed installations shall be fabricated from material similar in design and aesthetics to the existing support pole, and shall have a degree of strength capable of supporting all existing uses along with the proposed antenna and any related appurtenances and cabling, which shall be cumulatively capable of withstanding wind forces and ice loads in accordance with the structural integrity standards set forth herein below. No extension or installation fabricated from wood shall be permitted. The wireless provider shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

When a wireless provider replaces or adds a new radio transceiver or antennas to an existing small wireless facility, the wireless provider must provide to the Village certification from a radio engineer that the continuing operation of the small wireless facility complies with all applicable FCC standards.

- (3) Structural Integrity. The wireless provider shall design, install and maintain small wireless facilities to withstand a wind force of at least ninety (90) miles per hour, as well as be designed to withstand a wind force of at least forty (40) miles per hour on a freestanding pole that is covered with at least three quarters (3/4) of an inch of ice all without the use of guy wires. The wireless provider shall provide the Village with a structural evaluation of each specific location containing a recommendation that the proposed installation passes the standards described herein. The evaluation shall be prepared, certified and signed by a professional structural engineer licensed in the State of Illinois.
- (4) No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The Village may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

- (5) Electric distribution/transmission utility pole design standards. The wireless provider shall not collocate small wireless facilities on utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

- (6) Compliance with applicable codes. The wireless provider shall comply with all applicable codes and local code provisions or regulations, unless inconsistent with the Act, including those concerning public safety.

- (7) Site selection design standards for new small wireless facilities. The Village of Frankfort standardizes the appearance of its utility poles as appropriate for each area of the village and category of utility pole. To maintain consistency of appearances and design of small wireless facilities throughout the Village of Frankfort, wireless providers shall use best efforts to mount equipment to Village-owned utility poles, including all categories of Village-owned utility poles such as streetlights, traffic signals, and towers. In the event Village-owned infrastructure is not available or is clearly demonstrated to lack the structural or technical capacity to meet the wireless provider's needs, wireless providers shall use best efforts to install and collocate on a utility pole or alternative support structure preapproved by the Village, provided the wireless provider submits to the Village copies of the written approval from the owner of the specific pole or support structure. Owner's approval shall indicate occupation of the pole by the wireless provider is subordinate to the use and/or expanded use by existing public utilities existing prior to installation of the wireless provider's equipment and shall further include a statement indicated the Owner has reviewed and approved of the construction plans submitted as part of the application, including all technical specifications. Owner's approval shall also include a guarantee by the owner that the owner will either cause the removal of abandoned equipment in accordance with requirement herein or remove the equipment themselves.
- (8) Independent electric service. The wireless provider shall provide for their own use an independently metered electric service. Where temporary and/or backup power sources are installed or used within two-hundred feet (200') of a residential property or structure intended for residential use, the wireless provider shall utilize silent standby power supplies only.
- (9) Quantity limitations. There shall be no more than one small wireless facility mounted per pole.
- (10) Non-proliferation. Wireless providers shall use best efforts to not collocate a small wireless facility within five hundred feet (500') of another small wireless facility.
- (11) New Poles. Wireless providers shall use best efforts to collocate on existing utility poles or other support structures. New utility poles, monopoles or other support towers of any type will be permitted when approved by the Village, subject to the provisions of Subsection 16 Alternate Placements.
- (12) Guy Wires. No guy wires or other support wires shall be used in connection with small wireless facilities unless the facility is attached to an existing pole or support structure that used guy wires prior to its use for a small wireless facility, provided in no case shall the use of guy wires be expanded beyond the existing condition.

- (13) Compliance with design standards. The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, cabinets, enclosures and other appurtenances, and/or reasonable stealth, concealment and aesthetic requirements set forth herein, by other Village ordinances, written policy adopted by the Village, a comprehensive plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district. Unless the Village has adopted specific standards for installing new utility poles, whenever an application to collocate a small wireless facility includes the installation of a new utility pole, the plans shall specify the new utility pole to be installed meet or exceed the best quality and aesthetic attributes, as determined by the Village only, of the existing public or private poles installed within a four-hundred foot (400') radius of the proposed location.
- (14) Concealment of wiring and cabling. To promote the visual character and aesthetic of the Village of Frankfort, wireless providers shall use best efforts to collocate small wireless facilities on hollow poles unless no viable hollow pole exist within a five-hundred (500') foot radius of the desired location. Wires and cables used to connect or service each small wireless facility shall be located within the interior of hollow poles only. In the event there is insufficient space within a hollow pole, the applicant shall assess the viability of locating the small wireless facility on another nearby hollow pole, and if there are none, the possible erection of a new pole capable of concealing all wiring within the pole. In the event no other desirable locations of hollow poles exist and the Village authorizes a small wireless facility to be mounted to a solid pole, all wiring and/or cables must be concealed within a cable shield, located and designed pursuant applicable village ordinances, policies, planning documents and/or design guidelines existing at the time. Approval to mount one small wireless facility to a solid pole, which shall only occur under the most unique and unusual circumstances, shall not constitute waiver from the requirements herein for all other small wireless facilities.
- (15) Finished appearance. Wireless providers shall use best efforts to conceal or camouflage. No equipment, cabling, concealment, stealthing, apparatus or other components of the small wireless facility visible from the right-of-way or nearby public or private property shall be painted or finished in a way that does not match or complement the material and color of the pole to which it is attached.
- (16) Alternate Placements. Except as provided in this Collocation Requirements, Written Design Standards, and Conditions Section, a wireless provider shall not be required to collocate small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for

the collocation of a small wireless facility associated with a new utility pole, the Village may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 200 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the Village, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

Additionally, as provided by Section 11-80-24 of the Illinois Municipal Code (65 ILCS 5/11-80-24), the Village may propose that a small wireless facility be collocated on an existing utility pole within 200 feet (200') of the wireless providers proposed location within its public rights-of-way under paragraph (3) of subsection (d) of Section 15 of the Small Wireless Facilities Deployment Act and the entity owning the utility pole shall provide access for that purpose.

- (17) Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated. Any pole extension shall be of the same material, color and design as the existing pole being extended, except however, wooden pole extensions are strictly prohibited.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

- a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the Village, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the Village, provided the Village may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
- b. 45 feet above ground level.

Minimum Clearance from Grade. No equipment related to a small wireless facility shall be installed lower than twelve (12) feet from grade unless the

equipment is ground-mounted or undergrounded or it is otherwise not feasible for the equipment to be installed twelve (12) feet or higher from grade.

- (18) Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a variance in conformance with procedures, terms and conditions set forth in Article 3: Section B of the Village of Frankfort Zoning Ordinance, as amended from time to time.
- (19) Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the Village and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- (20) Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.
- (21) Undergrounding Regulations. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.
- (22) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the Village and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the Village grants an extension in writing to the applicant.

(D) Application Fees. Application fees are imposed as follows:

- (1) Applicant shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure, and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.
- (2) Applicant shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- (3) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.
- (4) The Village shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:
 - a. routine maintenance; or
 - b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller and compliant with all then current design standards of the Village if the wireless provider notifies the Village at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with subsection d. under the Section titled Application Requirements; or
 - c. the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.
- (5) Wireless providers shall secure a permit from the Village to work within rights-of-way for activities that affect traffic patterns or require lane closures.

(E) Exceptions to Applicability. Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:

- (1) Property owned by a private party or property owned or controlled by the Village or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;
- (2) Property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation

purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or

- (3) Property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Ordinance do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Ordinance shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Ordinance.

- (F) Pre-Existing Agreements.** Existing agreements between the Village and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on Village utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the Village's utility poles pursuant to applications submitted to the Village before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Ordinance.

A wireless provider that has an existing agreement with the Village on the effective date of the Act may accept the rates, fees and terms that the Village makes available under this Ordinance for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the Village that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the Village's utility poles pursuant to applications submitted to the Village before the wireless provider provides such notice and exercises its option under this paragraph.

- (G) Annual Recurring Rate.** A wireless provider shall pay to the Village an annual recurring rate to collocate a small wireless facility on a Village utility pole located in a right-of-way that equals (i) \$200 per pole per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the Village utility pole. If P.A. 100-0585 is repealed as provided in Section 90 of the Act, the annual recurring rate shall immediately increase to the then current schedule of rents and

annual adjustments as determined by the Village, unless otherwise restricted by law, in which case the maximum permissible rate shall be charged and the rate shall be increased by the maximum permissible amount or percentage at the most frequent permissible frequency, but not less than one year.

If the Village has not billed the wireless provider actual and direct costs, the fee shall be \$200 per pole, payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

Any small wireless facility located on a Village utility pole outside the right-of-way shall pay to the Village an annual recurring rate of \$3,600 per pole per year.

(H) Construction and Operational Noise. In addition to all application FCC regulations, a wireless provider shall comply with construction and operational noise and acoustic regulations as set forth in Section 94.01 of the Village of Frankfort Code of Ordinances (“the Code”) and any other regulations as forth in the Code, as may be amended from time to time.

(I) Site Restoration. A wireless provider shall be responsible to restore any disturbed land, landscaping, paving, or other improvements, above or below ground, to the condition existing prior to the installation of a small wireless facility. In the event the photographs submitted pursuant Section 3.B.1.b of this ordinance are insufficient to determine the conditions present prior to the installation, the Village shall have the sole authority to specify reasonable conditions for the restoration required.

(J) Signage. No signage may be displayed on the equipment associated with the small wireless facility, unless required by law.

(K) Surety. Prior to installing a small wireless facility, a wireless provider shall provide the Village a surety to remove and restore the facility in the event of abandonment. A wireless provider shall maintain the surety in continuous effect after the installation and shall provide the Village one hundred twenty (120) days’ notice if cancelled, transferred, terminated, or otherwise not renewed.

(L) Notice of Discontinued Use and Abandonment.

The owner of each small wireless facility shall notify the Village in writing whenever it intends to discontinue the continuous use of a small wireless facility. Such notice shall identify the specific location(s) to be discontinued and a schedule for removal of the small wireless facility. Removal shall occur within 90 days of the date of discontinued use or the site is deemed abandoned.

A small wireless facility that is not removed within 90 days of the date of discontinued use or operated for a continuous period of 12 months shall be considered abandoned.

The owner of the abandoned facility shall remove the small wireless facility, at their sole cost and expense, within 90 days of the date of abandonment or after receipt of written notice from the Village notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the Village to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the Village may call upon the surety provided under sub-section (J) and remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles, or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the Village if it sells or transfers small wireless facilities within the jurisdiction of the Village. Such notice shall include the name and contact information of the new wireless provider and a listing of all locations within the Village affected by the sale or transfer. Upon transfer, the successor shall enter into a master pole attachment agreement within ninety (90) days and immediately upon transfer, provide a substitute surety as required in sub-section (J).

SECTION 5. DISPUTE RESOLUTION

The Circuit Court of Will County, Illinois shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the Village shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

SECTION 6. INDEMNIFICATION

A wireless provider shall indemnify and hold the Village, its officers, employees, agents, and representatives harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the Village improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the Village or its employees or agents. A wireless provider shall further waive any claims that they may have against the Village with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

SECTION 7. INSURANCE

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance:

Commercial general liability insurance with respect to its activities on the Village improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of Village improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the Village as an additional insured and provide it the primary coverage on the commercial general liability policy and provide certification and documentation of inclusion of the Village in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the Village. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the Village.

SECTION 8. REPEALER

That all other ordinances of parts or provisions of ordinances of the Village of Frankfort in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed.

SECTION 9. SEVERABILITY


This Ordinance and every provision thereof shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision of section or part of a phrase, clause, sentence, paragraph, provision or section of this Ordinance is void or unconstitutional, the remaining words, phrases, clauses, sentences, paragraphs and provisions and parts of phrases, clauses, sentences, paragraphs, provisions and sections not ruled void or unconstitutional shall continue in full force and effect.

SECTION 10. EFFECTIVE DATE


This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 20th day of December, 2021; with five members voting AYE; one member voting NAY; no members absent; the Village President not voting; and no members abstaining and said vote being:

ADAM BORRELLI	<u>AYE</u>	MARGARET M. FARINA	<u>NAY</u>
MICHAEL LEDDIN	<u>AYE</u>	JESSICA PETROW	<u>AYE</u>
DANIEL ROSSI	<u>AYE</u>	EUGENE SAVARIA	<u>AYE</u>


KATIE SCHUBERT
VILLAGE CLERK

APPROVED this 20th day of December, 2021.


KEITH OGLE
VILLAGE PRESIDENT

ATTEST:

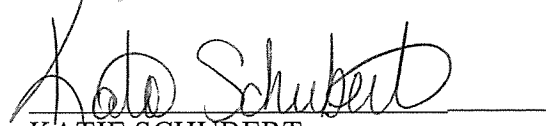

KATIE SCHUBERT
VILLAGE CLERK

EXHIBIT A
MASTER POLE ATTACHMENT AGREEMENT

MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement ("Agreement") made this ____ day of _____, 2021, between the Village of Frankfort, with its principal offices located at 432 W. Nebraska Street, Frankfort, Illinois, 60423, hereinafter designated LICENSOR and

hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LICENSOR is the owner, of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE; and

WHEREAS, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of LICENSOR's utility poles, wireless support structures and/or real property; and

WHEREAS, LICENSOR and LICENSEE acknowledge that any term used in this Agreement that is defined in Chapter 121 "Small Wireless Facilities" of Title XI "Business Regulations" of the Code of the Village of Frankfort (as now or hereafter amended the "Small Wireless Facilities Code") shall have the meaning provided therein; and

WHEREAS, LICENSOR and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth; and

WHEREAS, the LICENSOR and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act (the "Act"), the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, *et. seq.* and Federal Communication Commission Regulations; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement ("Supplement"), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1) PREMISES. Pursuant to all of the terms and conditions of this Agreement and the

applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE's small wireless facilities. The LICENSOR's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from the duly authorized provider of such utilities, provided the location of such utilities shall be determined by mutual agreement of the Parties.

- 2) TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years beginning on the latest date in the signature blocks in the Agreement (the "Agreement Term"). Unless LICENSEE provides written notice to LICENSOR at least ninety (90) days prior to expiration of the Agreement Term that such Party will not renew the Agreement Term or unless LICENSOR provides written notice to LICENSEE at least ninety (90) days prior to expiration of the Agreement Term that such Party seeks to renegotiate the Agreement, the Agreement Term will automatically renew for additional five (5) year periods.
- 3) PERMIT APPLICATION. For each small wireless facility, LICENSEE shall submit an application to LICENSOR for a permit that includes the items herein enumerated. LICENSEE's business practices may require a third party vendor apply for permits on LICENSEE's behalf and may authorize third party vendors to file applications for permits from LICENSOR. In the event LICENSEE uses a third party vendor to apply for a permit, LICENSOR and LICENSEE agree an application for a small wireless facility is not complete unless and until LICENSOR is in receipt of written vendor authorization from LICENSEE.
 - a) Site specific structural integrity and, for LICENSOR'S utility pole or wireless support structure, make-ready analysis prepared by an Illinois licensed structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989; and
 - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility; and
 - c) Specifications and drawings prepared and certified by an Illinois licensed structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed; and
 - d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility; and
 - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and

- f) Certification that the collocation complies with LICENSOR's Small Wireless Facilities Ordinance requirements, to the best of the applicant's knowledge; and
 - g) The application fee due.
- 4) APPLICATION FEES. Application fees are subject to the following requirements:
- a) LICENSEE shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.
 - b) LICENSEE shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
 - c) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.
 - d) LICENSOR shall not require an application, approval, or permit, or require any fees or other charges, from LICENSEE, for:
 - i) routine maintenance; or
 - ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if LICENSEE notifies LICENSOR at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
 - iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

LICENSEE shall secure a permit from LICENSOR to work within rights-of-way for activities that affect traffic patterns or require lane closures.

5) REQUIREMENTS.

- a) LICENSEE's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The LICENSOR may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with

public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

- b) LICENSEE acknowledges the LICENSOR reserves adequate space on each municipal utility pole for public safety uses and/or the LICENSOR's electric utility uses, whether desired for use now or in the future, and sufficient sections of the pole's interior to provide power, wiring and in some cases, the mounting of public safety apparatus, as the case may be. LICENSEE acknowledges LICENSOR's reservation of space is a condition precedent to LICENSEE's use and LICENSOR may, from time to time, require relocation of small wireless facilities to provide public safety or electric utility uses as it deems necessary or desirable, provided, however, relocation shall not be required if both the public safety and/or electric utility use and the small wireless facility may physically and technically operate on or about the same pole. LICENSEE further acknowledges LICENSOR has the full authority to remove, relocate or change any or all of its municipal utility poles at LICENSOR's sole discretion. In the event LICENSOR determines that it will remove, relocate or change one or more of its municipal utility poles used by the LICENSEE, LICENSEE agrees to relocate their equipment and service(s) at their own expense to a new appropriate location approved by LICENSOR within ninety (90) days of written notice from LICENSOR and shall comply with all then current requirements.
- c) LICENSEE shall not install devices on the existing utility pole or wireless support structure that extend beyond ten (10) feet of the poles existing height.
- d) LICENSEE shall install pole mounted equipment at a minimum of eight (8) feet from the ground.
- e) LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.
- f) LICENSEE shall be limited to one (1) small wireless facility per pole and shall not collocate on a pole occupied by any other small wireless facility.
- g) LICENSEE agrees to comply with all stealth and/or concealment designs or other design standards contained in this Agreement, the Village's Code of Ordinances, or any written design standard adopted in writing by the LICENSOR, to the extent allowable under law.
- h) It is LICENSOR's policy to minimize the visual impact of any small wireless facility installed within two hundred feet (200') of a residential area or property intended for residential use and therefore, LICENSEE agrees that its designs will reasonably and in a manner that is technically feasible, blend with the surrounding light poles and structures by using like-colored paint, camouflage or other masking techniques so that the antennas, mounting hardware, wiring, cabinets and other devices match or complement the structure upon which they are being mounted, or in the event that a new pole is being installed, LICENSEE agrees to use best efforts to install a new pole manufactured by the same manufacturer as other poles in that area and one that matches architecturally and aesthetically in design and color.
- i) Where a new pole is proposed for installation, LICENSEE agrees to use best efforts to erect to install a new pole manufactured by the same manufacturer as other poles in that area and one that matches architecturally and aesthetically in design and color.

- j) LICENSEE shall install wiring on the interior of poles only to the extent physically and technically possible.
- k) LICENSEE shall paint or otherwise camouflage antennas, mounting hardware, cabinets and other devices to match or complement the structure upon which they are being mounted in order to reasonably match the aesthetics of other poles in the area. LICENSEE shall maintain the appearance of all antennas, mounting hardware, cabinets or other devices in safe condition and good repair at all times reasonable wear and tear and casualty damage not caused by LICENSEE excepted provided, however, that such requirements are imposed in a nondiscriminatory manner. Good repair shall include a finished surface free from excessive paint chips, disfigurement or graffiti, neatly arranged visible wiring, and portrayal of a secure and stable equipment installation.
- l) LICENSEE shall not affix signs of any type to the cabinets, antennas, equipment, poles, or other appurtenances, unless required by law.
- m) LICENSEE shall install landscaping with respect to any ground equipment installed by LICENSEE as required by the applicable provisions of Chapter 158 "Landscaping Regulations" of Title XV "Land Usage" of the Code of the Village of Frankfort.
- n) LICENSEE shall comply with all applicable terms and conditions of Chapter 52 "Construction of Facilities in Public Rights-of-Way" and Chapter 53 "Public Utilities" of Title V "Public Works" of the Code of the Village of Frankfort in regards to construction of facilities in the public right-of-way and public utilities.
- o) LICENSEE shall comply with applicable requirements that are imposed by a contract between the LICENSOR and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- p) LICENSEE shall comply with applicable spacing requirements of Title XV "Land Usage" of the Code of the Village of Frankfort, concerning the location of ground-mounted equipment located in the right-of-way.
- q) LICENSEE shall, to the extent consistent with applicable law, comply with Article 5, Section A, Part 3, of Chapter 156 "Zoning Code" of Title XV "Land Usage" of the Code of the Village of Frankfort concerning undergrounding requirements, and Article 3, Section B of Chapter 156 "Zoning Code" of Title XV "Land Usage" of the Code of the Village of Frankfort concerning variations. Notwithstanding the foregoing, LICENSEE may install antennas and radios above ground. Whenever LICENSEE disturbs the existing conditions in the vicinity of the small wireless facility, for any reason, LICENSEE shall restore the areas disturbed to the condition that existed prior to the disturbance. LICENSEE will use best efforts to document the pre-disturbance condition of the Premises. In the event that LICENSEE does not document the conditions, LICENSEE will restore such disturbed area to the condition that existed prior to the disturbance and so that the disturbed area is minimally evident.
- r) LICENSEE shall, to the maximum extent possible, comply with Chapter 52 "Construction of Facilities in Public Rights-of-Way" of the Code of the Village of Frankfort for construction and public safety in the rights-of-way, including, but not limited to, wiring

and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with PA 100-0585 and adopted by LICENSOR regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.

- s) LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on LICENSOR utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the LICENSOR utility pole and on the top of the pole, if not otherwise unavailable, if LICENSEE complies with the Small Wireless Facilities Code, for work involving the top of the pole. For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.
- t) LICENSEE shall comply with the applicable provisions of Chapter 52 "Construction of Facilities in Public Rights-of-Way" of the Code of the Village of Frankfort that concern public safety.
- u) LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. LICENSEE shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- v) LICENSEE shall comply with any and all applicable, specific design standards for decorative utility poles, or stealth, concealment, and aesthetic requirements that are identified by LICENSOR in the Small Wireless Facilities Code adopted by LICENSOR, LICENSOR's comprehensive plan, as now or hereafter amended, or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district, and any other applicable legal requirements. If LICENSOR has not adopted such specific design standards or other requirements in the methods cited herein, LICENSEE agrees to work with LICENSOR to propose reasonable, technically feasible and non-discriminatory design alternatives, including stealth and concealment measures as part of the application and approval process. LICENSEE acknowledges any application to locate a small wireless facility within the historic district requires issuance of a certificate of appropriateness, as determined by the Historic Preservation Commission. LICENSOR has a historic district is comprised of those private properties zoned H-1 and any public property or rights-of-way adjoining thereto, which is generally depicted on the LICENSOR's official zoning map, as amended from time to time. LICENSOR may, from time to time, adopt new historic districts and standards, and LICENSEE agrees to comply with any all applicable laws with respect to the newly established in historic districts so long as LICENSOR provides sixty (60) days' written notice of any new standards to LICENSEE.
- w) Any such design or concealment measures in a historic district or historic landmark, including restrictions on a specific category of poles, may not have the effect of prohibiting any LICENSEE's technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility. This paragraph may not be construed to limit LICENSOR's enforcement of historic preservation in conformance with the requirements adopted

pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 *et seq.* and the regulations adopted to implement those laws.

6) APPLICATION PROCESS. LICENSOR shall process applications as follows:

- a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by LICENSOR shall be processed by LICENSOR and deemed approved if LICENSOR fails to approve or deny the application within ninety (90) days. However, if LICENSEE intends to proceed with the permitted activity on a deemed approved basis, LICENSEE must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than seventy five (75) days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under the Act.
- b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if LICENSOR fails to approve or deny the application within one hundred twenty (120) days. However, if LICENSEE applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than one hundred five (105) days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under the Act.
- c) LICENSOR shall approve an application unless the application does not meet the requirements of the Small Wireless Facilities Code.
- d) If LICENSOR determines that applicable codes, local code provisions or regulations that concern public safety, or the requirements of the Small Wireless Facilities Code require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of LICENSEE. LICENSOR must document the basis for a denial, including the specific code provisions or application conditions on which the denial was based, and send the documentation to LICENSEE on or before the day LICENSOR denies an application. LICENSEE may cure the deficiencies identified by LICENSOR and resubmit the revised application once within thirty (30) days after notice of denial is sent to the applicant without paying an additional application fee. LICENSOR shall approve or deny the revised application within thirty (30) days after LICENSEE resubmits the application or it is deemed approved. However, LICENSEE must notify LICENSOR in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e) COMPLETENESS OF APPLICATION. Within thirty (30) days after receiving an application, the LICENSOR shall determine whether the application is complete and notify the applicant. If an application is incomplete, the LICENSOR shall specifically identify the missing information. An application shall be deemed complete if the LICENSOR fails to provide notification to the applicant within thirty (30) days after all documents, information and fees specifically enumerated in the LICENSOR's permit application form are submitted by the applicant to the LICENSOR. Processing deadlines are tolled from the time the LICENSOR sends the notice of incompleteness to the time the applicant provides the missing information.
 - f) TOLLING. The time period for applications may be further tolled by the express agreement in writing by both LICENSOR and LICENSEE; or a local, State or federal disaster declaration or similar emergency that causes the delay.
 - g) CONSOLIDATED APPLICATIONS. A LICENSEE seeking to collocate small wireless facilities within the jurisdiction of LICENSOR shall be allowed, at LICENSEE's discretion, to file a consolidated application and receive a single permit for the collocation of up to twenty five (25) small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, LICENSOR may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. LICENSOR may issue separate permits for each collocation that is approved in a consolidated application.
- 7) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within one hundred eighty (180) days after issuance of the permit, unless LICENSOR and LICENSEE agree to extend this period or a delay is caused by make-ready work for a LICENSOR utility pole or by the lack of commercial power or backhaul availability at the site, provided LICENSEE has made a timely request within sixty (60) days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed three hundred sixty (360) days after issuance of the permit. Otherwise, the permit shall be void unless LICENSOR grants an extension in writing to the LICENSEE.
- 8) DURATION OF PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of five (5) years, and the permit and Supplement shall be renewed for equivalent durations unless LICENSOR makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations in the Small Wireless Facilities Code. If P.A. 100-0585 is repealed as provided in Section 90 of the Act, renewals of permits shall occur on the next anniversary date of this Agreement and be subject to the LICENSOR's code provisions or regulations in effect at the time of renewal.
- 9) EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least ninety (90) days prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining

Supplements in effect until their expiration or termination.

10) RENTAL.

- a) Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the LICENSOR in the Supplement (unless LICENSOR otherwise designates another payee and provides notice to LICENSEE). LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date and shall include written notice documenting the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.
- b) Rental for the use of any poles pursuant to this Agreement, shall be an annual fee of \$200.00 per each wireless facility which LICENSEE attaches to LICENSOR's pole, unless LICENSOR, elects to bill the actual, direct and reasonable costs related to the LICENSEE's use of space on the LICENSOR's utility pole. In the event that LICENSOR elects to bill its actual, direct, and reasonable costs related to LICENSEE's use of space on LICENSOR's utility pole, then LICENSOR must provide notice LICENSEE of its election prior to LICENSEE's application for use of the utility pole. Supplements entered into prior to LICENSOR's election shall not be affected by such election. In accordance with 50 ILCS 840/15(i), in any controversy concerning the appropriateness of a cost-based rate for a LICENSOR utility pole located within a right-of-way, the LICENSOR shall have the burden of proving that the rate does not exceed the actual, direct, and reasonable costs for the LICENSEE's proposed use of the LICENSOR utility pole and if agreed, the parties will memorialize the agreed upon cost based rate in each Supplement.

11) NOTICE OF DISCONTINUED USE AND ABANDONMENT.

A small wireless facility that is not removed within ninety (90) days of the date of discontinued use or is not operated for a continuous period of twelve (12) months shall be considered abandoned and the LICENSEE hereby agrees to remove the small wireless facility and restore the Premises to original condition reasonable wear and tear and casualty damage not caused by LICENSEE excepted, at LICENSEE's sole cost and expense, within ninety (90) days after receipt of written notice from LICENSOR notifying LICENSEE of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by LICENSOR to the LICENSEE at the last known address of LICENSEE. If the small wireless facility is not removed and the Premises restored to original condition reasonable wear and tear and casualty damage not caused by LICENSEE excepted within ninety (90) days of such notice, LICENSOR may remove or cause the removal of such facility and restore the

Premises to original condition and charge said costs to the LICENSEE or make a demand on the bond to cover the full extent of LICENSOR's costs.

LICENSEE shall provide written notice to LICENSOR of any sale or transfer of small wireless facilities not less than thirty (30) days prior to such transfer and said notice shall include the name and contact information of the new wireless provider, a list of all affected small wireless facilities and a copy of notice to the new wireless provider informing them of their obligation to enter into a master pole attachment agreement and submit a substitute surety under Paragraph 29.

- 12) CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws; however, LICENSOR shall not be responsible for maintaining, repairing or replacing LICENSEE's small wireless facilities. If the LICENSOR fails to make such repairs including maintenance within sixty (60) days of any notification to LICENSOR, the LICENSEE shall have the right to cease annual rental for the affected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall remove its small wireless facility. Termination of this Agreement shall be the LICENSEE's sole remedy.
- 13) MAKE READY TERMS. LICENSOR shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary LICENSOR or public service agency plan.
 - a) Unless otherwise agreed by the Parties, LICENSEE or its qualified contractor shall perform make-ready work.
 - b) In the event that the Parties agree that LICENSOR will perform make-ready work, then the fees for make-ready work, including any LICENSOR utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within sixty (60) days of written acceptance of the good-faith estimate by the LICENSOR at the LICENSEE's sole cost and expense.
- 14) AERIAL FACILITIES. For LICENSOR utility poles that support aerial facilities used to provide communications services or electric services, LICENSEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. LICENSOR shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed in the Small Wireless Facilities Code. The good-faith estimate of the person owning or controlling LICENSOR's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include LICENSOR utility pole replacement, if necessary. Such make-ready work for utility poles that support aerial facilities used to provide communications services or electric services shall be at the LICENSEE's sole cost and expense and may include reasonable consultants' fees and expenses.

- 15) NO AERIAL FACILITIES. For LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric services, LICENSOR shall provide a good-faith estimate for any make-ready work necessary to enable the LICENSOR utility pole to support the requested collocation, including pole replacement, if necessary, within ninety (90) days after receipt of a complete application. LICENSOR may delegate to LICENSEE preparation of the good-faith estimate for any make-ready work contemplated herein. Make-ready work, including any LICENSOR utility pole replacement, shall be completed within sixty (60) days of written acceptance of the good-faith estimate by LICENSEE at LICENSEE's sole cost and expense. Alternatively, if LICENSOR determines that applicable codes or public safety regulations require the LICENSOR's utility pole to be replaced to support the requested collocation, LICENSOR may require LICENSEE to replace LICENSOR's utility pole at LICENSEE's sole cost and expense.
- 16) GENERAL RESTRICTIONS. In the event LICENSOR, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, LICENSOR shall notify LICENSEE at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, LICENSOR shall provide options for alternative locations for LICENSEE relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). LICENSEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises, which shall be installed in accordance with the terms and conditions of this Agreement. In the event that a suitable Alternative Premises cannot be identified, LICENSEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, LICENSOR must provide as much notice as reasonably practical under the circumstances. LICENSEE may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.
- 17) ELECTRICAL. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall ensure that LICENSEE is separately metered and separately billed for electrical service to LICENSEE's equipment for LICENSEE's use. Nothing herein shall prohibit LICENSEE and LICENSOR, at their sole discretion, from entering into separate agreements concerning electrical or other utility service. LICENSEE shall perform any and all repairs to the electrical service at each pole used by LICENSEE's facilities at their sole cost and expense.
- 18) TEMPORARY POWER. LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by LICENSOR. LICENSEE agrees it shall only use silent standby power supplies as a temporary power source for any equipment located in or within two hundred feet (200') of a residential property or structure intended for residential use. LICENSEE shall be subject to noise violations as provided for Sections 132.05 and 94.01 of the Village of Frankfort Code of Ordinances for failing to comply with this Section.
- 19) USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose

of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, at LICENSEE's sole cost and expense, and in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 24 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, LICENSEE shall continue to be liable for all rental payments to the LICENSOR until all equipment is removed from the Property.

- 20) INSURANCE. LICENSEE shall carry, at LICENSEE's own cost and expense, the following insurance: Commercial general liability insurance as per ISO form or its equivalent with respect to its activities on LICENSOR improvements or rights-of-way with limits of five million dollars (\$5MM) per occurrence for bodily injury and property damage and five million dollars (\$5MM) general aggregate for claims or incidents arising out of or resulting from Licensee's use and occupancy of the premises and the operations conducted thereon, unless Chapter 52.14(A)(1) of the Code of the Village of Frankfort, as amended from time to time, requires different coverage. LICENSEE shall include LICENSOR as an additional insured as their interest may appear under this Agreement and provide it the primary coverage on the required commercial general liability policy and include of LICENSOR as an additional insured as their interest may appear under this Agreement in such commercial general liability policy.

LICENSEE may self-insure all or a portion of the insurance coverage and limit requirements required by LICENSOR. If LICENSEE self-insures it is not required, to the extent of the self-insurance, to comply with the requirement for the naming of additional insureds under this Section. If LICENSEE elects to self-insure it shall provide to LICENSOR evidence sufficient to demonstrate LICENSEE's or its affiliated parent's financial ability to self-insure the insurance coverage and limits required by LICENSOR.

- 21) INDEMNIFICATION. LICENSEE shall indemnify and hold LICENSOR harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of LICENSOR's improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses

as may be due to or caused by the sole negligence of LICENSOR or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the LICENSOR with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

- 22) REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition at LICENSEE's sole cost and expense, reasonable wear and tear and casualty damage not caused by LICENSEE excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.
- 23) RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement.
- 24) NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, with separate copies to each address as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:

Village President
Village of Frankfort
432 W. Nebraska Street
Frankfort, IL 60423

Copies to:

Village Administrator
Village of Frankfort
432 W. Nebraska Street
Frankfort, IL 60423

George Mahoney
Mahoney, Silverman & Cross, LLC
822 Infantry Drive, Suite 100
Joliet, IL 60435

LICENSEE:

Copy to:

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 25) CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.
- 26) DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed ninety (90) days, as may be required beyond the thirty (30) days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or effect any remedies for default against the breaching Party subsequent to the 30- day cure period, as potentially extended to ninety (90) days based on circumstances. Notwithstanding the foregoing, breach of the Agreement for failure to submit a replacement bond within the required timeframe will be governed by Paragraph 29 of this Agreement.
- 27) REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.

- 28) APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Pole in general, without regard to specific use. LICENSEE acknowledges that LICENSOR will periodically adopt or amend standards from time to time, which are or will be consistent with the Act and uniformly applicable. LICENSEE agrees it will, at all times, comply with the then current Small Wireless Facilities Code when installing, relocating, changing, modifying, upgrading or removing equipment, cabling, or other parts of a small wireless facility so long as LICENSOR gives at least sixty (60) days' prior written notice of changes to the Small Wireless Facilities Code.
- 29) BOND. LICENSEE shall deposit with LICENSOR, prior to the commencement of the first Supplement, a bond in a form reasonably acceptable to LICENSOR in the amount of \$10,000 per small wireless facility to guarantee the safe and efficient removal of any equipment from and the restoration of any Premises subject to this Agreement for which the LICENSEE fails to perform itself. LICENSEE is required to maintain the bond for each small wireless facility at all times. LICENSEE shall provide LICENSOR notice when LICENSEE learns that a bond has been or will be cancelled, transferred, terminated, or otherwise not renewed. From the date LICENSEE so notifies LICENSOR, LICENSEE shall have sixty (60) days to submit a replacement bond. If LICENSOR becomes aware of the bond's cancellation, transfer, termination, or non-renewal, LICENSOR will provide written notice to LICENSEE, and LICENSEE will then have 90 days to submit a replacement bond. After 90 days, LICENSOR may request LICENSEE remove the small wireless facility upon ninety (90) days' notice, after which LICENSOR may take all steps necessary or convenient to remove or cause the removal of the small wireless facility. If LICENSEE fails to submit a replacement bond, remove the equipment, or restore the premises to original condition as required herein, LICENSOR may make a demand on the bond to fund the removal of equipment and restoration of the Premises to the original condition reasonable wear and tear and casualty damage not caused by LICENSEE excepted.
- 30) MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. Upon any inheritance, transfer or assignment of this Agreement, the heirs, personal representatives, successors and/or assigns shall, within ninety (90) days, enter into a master pole attachment agreement and provide a substitute surety to LICENSOR as required by Paragraph 29. Failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed, interpreted, construed and regulated by the laws of the State of Illinois and any dispute thereof resolved with venue in the Circuit Court of the

Twelfth Judicial Circuit, Will County, Illinois, or in the case of disputes of federal law, the applicable federal district court.

- 31) EXECUTION IN COUNTERPARTS. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.
- 32) AUTHORIZATION. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.
- 33) CHANGE IN LAWS. This Agreement does not limit any rights LICENSEE may have in accordance with Laws to install its own Poles in the right-of-way or to attach LICENSEE's Small Cell Facilities to third-party owned Poles in the right-of-ways. This Agreement shall in no way limit or waive either Party's present or future rights under Laws. If, after the Effective Date, the rights or obligations of either Party are materially preempted or superseded by changes in Laws, the Parties shall amend this Agreement and the Supplements to reflect and comply with the applicable changes in Laws.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

Village of Frankfort, an Illinois Municipal Corporation

BY: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

NAME

BY: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement ("Supplement"), is made this ____ day of _____, between **the Village of Frankfort**, whose principal place of business is 432 W. Nebraska Street, Frankfort, Illinois, 60423 ("LICENSOR"), and

_____. (“LICENSEE”).

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village of Frankfort and _____, dated _____, 20____, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** The Property owned by LICENSOR is located at _____. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.
3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 8 of the Agreement.
4. **Consideration.** Rent under this Supplement shall be \$200.00 per year, payable to LICENSOR at _____. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LICENSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

Village of Frankfort, an Illinois Municipal Corporation

BY:

Name: _____

Title: _____

Date: _____

LICENSEE:

NAME

By:

BY:

Name: _____

Title: _____

Date: _____

EXHIBIT 1

Premises

(see attached site plans)