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# CITY OF CHICAGO

## RULES

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**Mayor Brandon Johnson**

**Commissioner Thomas Carney**

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## City of Chicago Rules

### Rules for Use of City Light Poles

BY AUTHORITY VESTED IN THE COMMISSIONER OF TRANSPORTATION  
PURSUANT TO SECTIONS 2-102-030(1) AND 10-29-060 OF THE MUNICIPAL CODE OF  
CHICAGO, THE FOLLOWING RULES REGARDING THE USE OF CITY LIGHT POLES  
ARE HEREBY ADOPTED.

By Order of the Commissioner:

Signed: Thomas Carney \_\_\_\_\_ Date: 05/27/2025 \_\_\_\_\_

Published: 06/03/2025

Effective: 07/03/2025

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| <b>RULES FOR USE OF CITY LIGHT POLES</b> |
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1. DEFINITIONS. The following definitions shall apply generally to the provisions of these Rules:

“Abandoned” shall refer to any Equipment installed on or in City Light Poles or in City Conduit that has been left by Permittee in an unused or non-functional status for a period of one hundred and twenty (120) consecutive days.

“Agency” means any governmental or quasi-governmental agency other than the City, including the FCC and the ICC (as such terms are defined below).

“Airport Property” means (i) the area commonly known as “O’Hare Airport,” which is generally described as the land and property within the boundaries set forth in Figure 1 of Schedule 1 to these Rules (as such boundaries may be modified by the City from time to time); and (ii) the area commonly known as “Midway Airport,” which is generally described as the land and property within the boundaries set forth in Figure 2 of Schedule 1 (as such boundaries may be modified by the City from time to time).

“Annual Fees” means the annual fees paid by each Permittee pursuant to Section 4.2.1 of these Rules and Section 10-29-040(b) of the Code.

“Application” means an application to locate Equipment on one or more City Light Poles and, if applicable, to use related City Conduit pursuant to the procedures set forth in these Rules.

“Approval Letter” means the letter of determination to be issued by the Chief Information Officer in response to an Application as described in Sections 5.2 and 5.3 of these Rules.

“Approved Equipment” means Equipment which has been approved through an Approval Letter for use in an installation on City Light Poles, subject to the conditions set forth in individual Permits and in these Rules. In the context of City Conduit, Approved Equipment shall mean Wires approved to be installed in City Conduit pursuant to a conduit use agreement as set forth in Section 5.6 of these Rules

“Approved Equipment Site” or “Approved Site” means a City Light Pole in the Public Way for which an Approval Letter has been issued by the City pursuant to Section 5.3 below, subject to the conditions set forth in individual Permits and in these Rules. In the context of City Conduit, Approved Equipment shall mean Wires approved to be installed in City Conduit pursuant to a conduit use agreement as set forth in Section 5.6 of these Rules.

“CDOT Commissioner” means the City’s Commissioner of Transportation.

“CDOT” means the City’s Department of Transportation.

“Chief Information Officer” means the City’s Chief Information Officer.

“City” means the City of Chicago. Where specific acts are required to be taken by the City and in the absence of any specified direction, the City shall mean the Director, in consultation with the CDOT Commissioner.

“City Conduit” means and includes tubes or structures, containing one or more ducts to enclose cables, wires and associated transmission equipment useful for telecommunications or utility purposes under the ownership, control or operation of the City. City Conduit refers only to conduit structures (including ducts, manholes and handholds) and space within those structures and does not include (a) Wires and other equipment located within City Conduit structures, whether or not owned by the City or (b) City vaults and other structures which branch off from or are connected to City Conduit.

“City Conduit Facility” means all of the City Conduit that serves a single City Light Pole Facility.

“City Council” means the City Council of the City of Chicago.

“City Infrastructure” means City Light Poles, as well as City Conduits, bus shelters, buildings and other structures and improvements regardless of whether they are located in the Public Way, including but not limited to restricted-use busways not generally accessible to vehicles of the general public and any real estate or other property used in whole or in part by the City.

“City Light Poles” mean and shall be limited to City-owned Streetlight Poles, (including Replacement Poles described in Section 5.2.3) and any lighting fixtures or electroliers thereon, located within the Public Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used. Unless otherwise indicated, City Light Poles shall not include Decorative Street Light Poles.

“City Light Pole Facility” means a group of City Light Poles and peripheral equipment which function as an integrated facility controlled by a single electrical controller.

“City Simplified Telecommunications Tax Ordinance” refers to Chapter 3-73 of the Code imposing a municipal telecommunications tax, as authorized and provided for pursuant to the laws of Illinois, as heretofore or hereafter amended.

“Code” means the Municipal Code of Chicago.

“Commissioners” means collectively the CDOT Commissioner, the S&S Commissioner, the Chief Information Officer, and the Director.

“Contractor” means collectively any contractor, agent, or consultant employed or engaged by Permittee to construct, install, operate, or maintain Permittee’s Equipment in City Conduit or on City Light Poles pursuant to these rules.

“Decorative Streetlight Pole” means any City Light Pole that incorporates artistic design elements not typically found in standard steel or aluminum streetlight poles and includes any historically or architecturally significant or designated light poles owned by the City.

“Detailed Structural Analysis” means a detailed structural analysis to be performed, submitted and stamped by an Illinois licensed Structural Engineer. The analysis shall be performed in accordance with the AASHTO Standard Specifications for Structural Supports for Highway

Signs, Luminaires, and Traffic Signals, 4<sup>th</sup> Edition (2001) with 2002 and 2003 Interims. The structural analysis shall be inclusive of but not limited to the review of the structural integrity and the stability of the pole, the assessment of the existing condition of the pole, the assessment of the type of foundation supporting the pole and its existing condition.

“Director” means the City’s Executive Director of the Office of Emergency Management and Communications.

“Equipment” means and includes Wires and related equipment (including back-up power supply), whether referred to singly or collectively, to be installed and operated by a Permittee pursuant to a Permit under these Rules. Equipment may not be installed on any City Light Pole except in compliance with these Rules and pursuant to a Permit. Wires may not be installed in City Conduit except pursuant to a conduit use agreement as described in Section 5.6.

“FCC” means the Federal Communications Commission.

“Fee” means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the City lawfully imposed by any governmental body (but excluding any utility users’ tax, franchise fees, communications tax, or similar tax or fee).

“ICC” means the Illinois Commerce Commission.

“Illinois Local Government and Governmental Employees Tort Immunity Act” shall refer to and incorporate by reference the Public Act of the State of Illinois of the same name and set forth in 745 ILCS 10/1-101 *et seq.*, heretofore or hereafter amended.

“Installation Unit,” with regard to Equipment to be located on any City Light Pole, means the configuration of Equipment sufficient to allow Permittee or Permittee’s customers to transmit either or both voice and data communications signals to and from one or more end users, including a node and back-up power supply.

“Laws” means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdiction over the parties to these Rules and in any conduit use agreement.

“Local public entity” shall have the same meaning as Section 1-206 of the Illinois Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1-206), as heretofore or hereafter amended.

“Network” means a communications system or electric power system operated by a Permittee which uses Equipment located on City Light Poles, in City Conduit, in the Public Way or on Third-Party Property and other facilities to transmit and receive telecommunications signals.

“OEMC” means the City’s Office of Emergency Management and Communications.

“Permit” means the permit or permits that may be issued by OEMC to a Permittee pursuant to these Rules setting forth the terms, conditions and configurations for the installation of Approved Equipment on one or more City Light Poles.

“Permittee” means any entity granted a Permit pursuant to these Rules. In the context of the use of City Conduit, such term shall refer to a grantee under a conduit use agreement.

“Permitted Equipment” means Equipment permitted to be mounted on a City Light Pole pursuant to a Permit or a Wire permitted to be installed within a City Conduit pursuant to a conduit use agreement as described in Section 5.6 of these Rules.

“Provision” means any agreement, clause, condition, covenant, qualification, restriction, reservation, term, or other stipulation in these Rules that defines or otherwise controls, establishes, or limits the performance required or permitted by any party to these Rules. All Provisions, unless otherwise expressed to the contrary herein, whether covenants or conditions, shall be deemed to be both covenants and conditions.

“Public Way”, as defined by Section 1-4-090 of the Code, means “any sidewalk, street, alley, highway or other public thoroughfare.” For purposes of these Rules, this term shall not include any City property not specifically described in the previous sentence and shall not include any City Infrastructure including, but not limited to, City Light Poles, City Conduits or any buildings and other structures and improvements regardless of whether they are located in the Public Way, any restricted-use busway not generally accessible to the vehicles of the general public, or any Airport Property. This term shall not include county, state, or federal rights of way or any property owned by any person or entity other than the City.

“Services” means the cellular wireless telecommunications or other wireless services, including transport services, provided through a Network by Permittee or Permittee’s customers, as specified in the Approval Letter or the Permit.

“State” means the State of Illinois.

“Streetlight Pole” means any standard steel or aluminum City Light Pole (as opposed to a Decorative Streetlight Pole), including but not limited to Streetlight Poles which support traffic signalization equipment (“Traffic Signal Poles”), ordinary Streetlight Poles without traffic signalization (“Ordinary Light Poles”) and City-owned Streetlight Poles located in alleys (“Alley Poles”).

“S&S” means the City’s Department of Streets and Sanitation.

“S&S Commissioner” means the City’s Commissioner of Streets and Sanitation.

“Third-Party Property” shall mean real estate or personal property owned by parties other than the City or Permittee, including but not limited to poles, building sites and other structures owned or controlled by telecommunications carriers, electricity providers, gas providers, cable companies and other similar owners.

“Wi-Fi or Wi-Max Services” means wireless information services provided through local area networks which permit computers and workstations to communicate to each other and to access the Internet using radio propagation as the transmission medium. Such systems generally use 802.11, 802.16 or other radio spectrum which has not been allocated to a specific user by the FCC.

“Wire” shall mean, and shall be deemed to include, but not be limited to, antennas and peripheral transmitters, receivers, repeaters, converters, multiplexers, amplifiers, connectors, fiber optic cables, power supplies and other related electrical or communications equipment and wiring. The term “wires” shall not include any wire subject to Chapter 4-280 of the Code.

2. MAXIMUM TERM. No Permit issued under these Rules shall extend beyond twenty (20) years (including renewals) (“Maximum Term”). The overall term for any Permit shall have an initial term not exceeding ten (10) years. The overall term shall commence on the date the Permit is issued and shall terminate not later than ten (10) years from that date, unless it is earlier terminated in accordance with the provisions of these Rules. Subject to Section 5.5.2 of these Rules, Permits may be renewed for no more than two (2) additional five-year terms, unless the City shall give written notice of its intent not to renew such Permit not less than 180 days prior to the end of the initial term or any renewal term. The City may elect not to renew a Permit due to (i) Permittee’s material and uncured breach of the terms of such Permit, the Code or these Rules, or (ii) the City’s intent to use the majority or a substantial number of City Light Poles subject to the Permit for a public purpose incompatible with renewal; provided that the City may require Permittee to remove its Equipment from a specific City Light Pole or City Conduit upon thirty (30) days’ notice for the reasons and as described in Section 5.13. The term of any related conduit use agreements shall generally be coterminous with the Permit as set forth in Section 5.6 and the conduit use agreement. Notwithstanding the foregoing, the terms as to specific City Light Poles and Conduits may be subject to the provisions of Section 5.5 which, if applicable, shall control over other provisions of these Rules.

3. SCOPE. Any and all rights expressly granted to any Permittee under these Rules, which shall be exercised at such Permittee’s sole cost and expense, shall be subject to the prior and continuing right of the City under applicable Laws to use any and all parts of the Public Way and all City Light Poles, City Infrastructure, and City Conduits exclusively or concurrently with any other person or entity, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Way, City Infrastructure, City Conduit, or City Light Poles. Nothing in these Rules shall be deemed to grant, convey, create, or vest in any Permittee a real property interest in land or in any City property, including but not limited to City Light Poles, City Infrastructure, or City Conduit, including any fee, leasehold interest, or easement. Pursuant to the Code, no Permittee may use these Rules to obtain a Permit in order to use City Infrastructure to provide Wi-Fi or Wi-Max Service or similar information services without the specific authorization of the City Council or to install Wires and other equipment which are regulated by Chapter 4-280 of the Code.

3.1 Attachment to City Light Poles. Subject to the terms, conditions and provisions of these Rules, the conditions of such Permits as shall be issued, and compliance

with any other applicable ordinances and regulations of the City, Permittees, pursuant to these Rules, may locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Permitted Equipment on City Light Poles in the Public Way. It is expressly the intent of the City to direct such use, whenever feasible, to City Light Poles and not to Decorative Streetlight Poles, subject in all events to the preferences and provisions contained in Sections 5.3.3 and 5.3.4 below. Such Permittees shall also obtain such other permits as are required under the Code regarding access to the Public Ways for installation and maintenance of Equipment, including but not limited to Chapter 10-30 and applicable rules. In addition, subject to the provisions of Section 4.5 below, each Permittee may be afforded the ability to draw electricity for the operation of the Equipment from an electric supplier with facilities located in the Public Way. No such attachment may interfere with, hinder, damage or remove existing equipment or facilities of any kind located on City Light Poles. Nothing in these Rules shall be deemed to prevent the location of Equipment constituting part of an Installation Unit elsewhere than on City Light Poles pursuant to separate City authorization or on Third Party Property with the owner's approval so long as applicable City requirements are complied with.

3.2 Attachment to Third-Party Property. If a Permittee has obtained permission from a third-party owner(s) to install Equipment on Third-Party Property, that Permittee may apply for Permits to enter upon the Public Way to install such Equipment pursuant to applicable provisions of the Code, including but not limited to Chapter 10-30 of the Code and applicable rules. In obtaining such Permits, each Permittee shall furnish to the City documentation of such permission from the individual owner(s) (or if power has been so delegated, to the managing agent for such Third-Party Property).

3.3 Interference. Each Permittee in performing under these Rules is deemed to represent that it shall endeavor not to interfere in any manner with the existence and operation of any and all public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telecommunications wires, electroliers, cable television, and other utility, or municipal property except as permitted by applicable Laws, these Rules or the express written consent of the owner or owners of the affected properties. Breaches of such requirements may lead to modification or revocation of any or all Permits held by a Permittee.

3.4 Compliance With Laws. All Permittees shall comply with all applicable Laws in the exercise and performance of their activities pursuant to these Rules.

3.5 No Authorization to Provide Other Services. Each Permittee shall indicate in its Application the Services it shall provide using City Light Poles and, if applicable, related City Conduit. The provision of services other than those indicated in the Application shall constitute a material breach and shall be grounds for immediate termination of the Permit upon written notice by the Director. If any Permittee desires to provide other services not described under the Permit issued, such Permittee shall seek an amendment to such Permit or seek to obtain a separate Permit as to such services. Notwithstanding the foregoing, Permits may be amended through written notice to OEMC to allow a Permittee to add or remove customers or other operators so long as there are no material changes to the Equipment.



3.6. Nonexclusive Use Rights. Notwithstanding any other provision of these Rules or any Permit, any and all rights expressly or impliedly granted to any Permittee under these Rules or any Permit shall be non-exclusive and shall be subject to and subordinate to (1) the continuing right of the City to use for its own purposes, and to permit any other person or persons to use and to install equipment and devices on, any and all parts of all City Light Poles, City Infrastructure, or in City Conduit, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title (collectively “Encumbrances”) which may affect City Light Poles now or at any time during the term of these Rules, including, without limitation, any Encumbrances granted, created or allowed by the City at any time.

3.7 Reservation of Powers. The City reserves any and all powers it may have, now or in the future, under applicable federal, State or local law to regulate the use of the Public Way, the City Light Poles and City Conduits. Each Permittee shall be subject to all present and future ordinances of the City and applicable regulations. Nothing in these Rules shall constitute or be construed as a waiver of any codes, ordinances or rules of the City or of the City’s rights to require compliance with all existing or future permitting requirements. Nothing in these Rules shall prevent the installation, operation or maintenance by the City of a municipal or municipally sponsored or selected Wi-Fi or Wi-Max network.

3.8 Underground Work. Excavation, trenching, coring, or digging into the ground or installation of any equipment or other material in the ground, or any other underground work in connection with a Permit issued under these Rules shall be limited to the minimum extent reasonably necessary for a Permittee to interconnect its Network or portions thereof to existing or approved fiber optic rings or cables and to electric supply circuits in the Public Way. No Permittee shall otherwise disturb or disrupt the operation or maintenance of any City or third-party infrastructure, including but not limited to, sewers, storm drains, water or gas mains or other underground conduits, cables, mains or facilities. Each Permittee will also follow all rules of general application issued by the City in connection with such underground work, including rules issued under Chapter 10-30 of the Code and follow the procedures of the Code and City rules related to compliance with the requirements of the Office of Underground Coordination.

3.9. Approval Letter. Prior to the issuance of any Permit under these Rules, the Chief Information Officer shall issue an Approval Letter as to the design of Equipment and site locations. Such Approval Letter shall be issued only after consultation with the other Commissioners as to matters within their jurisdiction as set forth in Section 5.3. The form of Approval Letter is set forth in Exhibit B.

3.10 Transfer of Authority. In the event that the City Council transfers some or all of the authority currently vested in the Director or the respective Commissioners related to the implementation and enforcement of these Rules to any other commissioner or office of the City, the authority of the Director or Commissioners set forth in these Rules shall be deemed automatically transferred to said other commissioner or office to the extent of the City Council transfer.

4. COMPENSATION; UTILITY CHARGES. Each Permittee shall be solely responsible for the payment of all lawful Fees in connection with such Permittee's use of City Light Poles or related City Conduit, including those set forth below.

4.1 City Simplified Telecommunications Tax. To the extent any Permittee sells its services to end users and is engaged in a "sale at retail" of "telecommunications" as those terms are defined in Section 3-73-030 of the Code, such Permittee shall be subject to payment of the tax set forth in the Section 3-73-030 of the Code and shall comply at all times with the current provisions of such sections. Payment of any municipal telecommunications tax to the City pursuant to Section 3-73-030 of the Code is an obligation under law that exists independently of these Rules, and payment thereof shall not constitute a franchise fee or any other form of compensation solely for the use or occupancy of the Public Way under these Rules. Any violation of Section 3-73-030 of the Code shall constitute a violation of these Rules and may be grounds for suspension or termination of any Permits issued under these Rules.

4.2 Fees. The following fees will apply to Permitted Equipment installed on each City Light Pole.

4.2.1 Annual Fees. Each Permittee using City Light Poles shall pay to the City on an annual basis (or as otherwise provided for in this Section) a fee known as the "Annual Fee" based on the following formula: The Annual Fee shall be equal to the "Designated Amount" constituting the sum of (i) two hundred dollars seventy dollars (\$270) for each Installation Unit permitted on a City Light Pole. If more than one Installation Unit is permitted on a City Light Pole or Traffic Signal Pole, Permittee will pay a separate Designated Amount for each Installation Unit. No additional charge will be made if separate boxes are needed for voice and for data transmissions as part of the same Installation Unit.

Commencing on January 1, 2007, and for each calendar year thereafter through the year 2015, the Annual Fee for each such year shall be increased to equal the sum of (A) the prior year's Designated Amount plus (B) the greater of (x) the applicable CPI Adjustment (as defined in Section 4.2.2) or (y) a 5% per year increase from the prior calendar year's Designated Amount. This Annual Fee will apply to Installation Units already permitted and to new Installation Units receiving Permits in that calendar year. The Designated Amount shall be applied on a pro rata basis for partial calendar year's use, commencing on the date of issue of any Permit and calculated in advance on a monthly basis based on twelve thirty (30) day months..

The Annual Fee may be further adjusted by regulation for any year following 2016 to account for market conditions consistent with the Code. Market conditions may be determined by the Chief Information Officer and adjusted by the Director and the CDOT Commissioner after review of prevailing municipal rates for similar uses and other comparable schedules of compensation for similar facilities. Adjustments after 2016 may be made at intervals no more frequently than every five years, upon at least one-year notice prior to implementation to all affected Permittees and with

such conditions and limitations as are set forth in the Code. Such adjustments shall be published in the Rules once effective.

The Annual Fee shall be due and payable in advance not later than (i) the March 30th following the end of each calendar year as payment for the upcoming year (as to existing locations) or (ii) on the date of issuance of new Permits (as to new locations). The Designated Amount shall also be increased pro rata to account for oversized Equipment boxes using more surface area of a City Light Pole than is needed for an Installation Unit if approved by the City, provided that no installations shall be permitted on any City Light Pole in violation of Section 5.1. No additional charge will be made for Equipment serving more than one customer if such Equipment is not materially larger and/or heavier or does not occupy or displace more space on a City Light Pole than the Equipment necessary to support only one customer.

By mutual agreement of the City and a Permittee, the Annual Fee for a Permit may be paid in whole or in part through the provision of property and/or use rights to the City in property owned and installed by the Permittee (such as fiber optic cable), which shall be valued in an amount equal to the cost of such property to the Permittee. In the case of a multi-year prepayment of the Annual Fee in this manner, the cost of any such property shall be amortized on a straight-line basis over the term of the prepayment period in order to establish the amount of credit to be applied against the Annual Fee due in each year.

4.2.2 CPI Adjustment. For purposes of Section 4.2.1, the CPI Adjustment with respect to each ensuing period shall mean the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (All Items, All Consumers, 1982-1984 =100) which occurred during the previous one-year period for the Chicago–Naperville-Joliet Metropolitan Statistical Area.

4.3 Place of Payment and Late Fees. Except as set forth below, all amounts due from any Permittee under these Rules, including any amounts due under a conduit use agreement (which amounts shall not be deemed to include Permittee’s separate obligations referred to in Section 4.1 above) shall be paid to the City at the Department of Revenue, Room 107A, City Hall, 121 North LaSalle Street, Chicago Illinois 60602. The initial payment to be delivered at the time of the issuance of the Permit shall be paid to the Department of Revenue at Room 905, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602.

4.3.1 Late Payment. Any amount which is not paid by Permittee to City within five (5) business days following the date when due shall bear interest from its due date at a rate of 12% per annum simple interest, calculated daily based on a 365-day calendar year. Failure to pay any amount due within ten (10) business days of the due date is grounds for termination under these Rules, provided the City has given a Permittee five (5) business days’ written notice of the failure to pay.

4.3.2 No Set-Off. No Permittee shall abate, suspend, postpone, set-off, or discontinue any payments of Fees payable hereunder without the prior written consent of the City.

4.4 Accounting Matters. Each Permittee shall keep accurate books of account relevant to the fees due under these Rules for the purpose of determining the amounts due to the City under this Section 4. The City may inspect any Permittee's books of account relative to the City at any time during regular business hours on ten (10) days' prior written notice and may audit the books from time to time at the City's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under this Section 4; provided that if the accounting indicates an underpayment to the City of 5% or more in any 12-month period, in addition to all other remedies available to the City in these Rules, such Permittee shall bear the cost of such accounting and reimburse the City within thirty (30) days of demand therefor. The City agrees to hold in confidence any non-public information it learns from such Permittee to the fullest extent permitted by Law and to the extent not in conflict with the State's freedom of information laws.

4.5 Electricity Charges. Each Permittee shall be solely responsible for obtaining electrical service and for paying all electrical utility charges to the applicable utility company based upon the Equipment's usage of electricity and applicable tariffs related to its use of City Light Poles or related City Conduit.

5. PERMITTING & CONSTRUCTION; APPROVAL LETTERS. Each Permittee shall comply with all applicable federal, State, and City technical specifications and requirements and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of Permitted Equipment installed on City Light Poles. No Permittee shall attach, install, maintain, or operate any Equipment on City Light Poles without obtaining the appropriate Permit under these Rules, as well as all necessary and applicable Public Way use and work permits under the Code.

5.1 General Standards and Restrictions. The following standards and restrictions apply to Installation Units. The Commissioners reserve the right to impose additional standards and restrictions with regard to any Permit as are necessary to protect the public interest, City Infrastructure and the Public Way.

5.1.1 General Height and Weight Restrictions. No portion of any Equipment that is mounted on the exterior of a City Light Pole shall be mounted less than 10 feet above the top of grade adjacent to the City Light Pole. The weight of any Installation Unit may not generate stresses exceeding sixty-seven per cent (67% or  $2/3$ ) of the allowable stresses as set forth by the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 4<sup>th</sup> Edition (2001), with 2002 and 2003 Interims. The weight of any Installation Unit or combination thereof may in no event exceed 500 pounds. No Equipment box mounted on the exterior of any City Light Pole may exceed 250 pounds without special approval.

5.1.2 General Use Restrictions. The total aggregate volume of each Installation Unit located on a City Light Pole, excluding the antennas and wires inside a City Light Pole, shall not exceed 9 cubic feet, without special approval. (d) The pole and the foundation of each City Light Pole for which a Permit is being sought are in satisfactory condition to sustain the allowable stresses generated by the additional Installation Unit.

5.1.3 Material and Electrical Restrictions. Equipment boxes may be constructed only from stainless steel or aluminum except through special approval. Aluminum Equipment boxes must be painted to match the color of the City Light Pole. All proposed Equipment shall meet applicable electrical requirements set forth in the Code.

5.1.4 Equipment Cabinets. An above-ground Equipment cabinet may not be located on a sidewalk, street, curb or any other place in the Public Way without separate authority pursuant to the Code or by ordinance.

5.1.5 No Cross-Arm Installation. Equipment may not be installed on a City Light Pole cross-arm.

5.1.6 Availability. No Permits shall be issued to permit a Permittee to use more than two of the City Light Poles or Traffic Signal Poles at the same street intersection for any customer or to obtain Permits for sites in excess of those needed to provide Services without special approval. No Application shall be considered from any applicant unless it either will provide wireless services to end users or such applicant can provide a letter of commitment or a signed contract from a Bona Fide Customer as defined in Section 5.2. Subject to the further restrictions set forth in Section 5.5, no Permittee shall receive a Permit to install its Equipment in any intersection if such Permit, combined with all prior Permits issued to any Permittee under these Rules, would result in fifty (50%) percent or more of all Traffic Signal Poles in such intersection being permitted for Equipment under these Rules.

5.1.7. Preference. In general, and subject to the considerations set forth in Section 5.3.3, the City prefers that applicants locate their Equipment in the following order: (i) Alley Poles; (ii) Ordinary Light Poles; and (iii) Traffic Signal Poles. No Decorative Streetlight Poles shall be used for Equipment except by special approval in the Approval Letter.

5.2. Approval Letter. Prior to obtaining a Permit, each Permittee must first obtain an Approval Letter from the Chief Information Officer as described in Section 5.3. Such Approval Letter shall be applied for through an Application to the Chief Information Officer, at 50 West Washington Street, Room 2700 Chicago, Illinois 60602. All Applications and supporting documentation, including the Installation Documents referred to in Section 5.2.1 shall be filed in electronic form at [poleapp@cityofchicago.org](mailto:poleapp@cityofchicago.org).

5.2.1 Application for Approval Letter. Each Application for an Approval Letter shall include the documents described in Exhibit A ("Installation Documents"). Installation Documents shall set forth specifications, standards, and procedures that are consistent with industry standards for similar installations. The Installation Documents shall set forth standards for the quality of work and the safety and protection of persons and property. The Installation Documents shall be modified as required by the City in the interest of public safety or to comply with the Code and attendant City rules, as periodically updated or amended or where mutually agreed on by the City and Permittee. The Installation Documents shall be submitted in two phases as follows:

I. Phase 1: Design Approval (30 days)

1. Equipment Diagram: The Equipment diagram submitted with an Application must include:

- (a) the dimensions of each Equipment component, including each type and number of antennas, and each Equipment box and its area of displacement (displacement equals 0.2 X pole circumference X the attached Equipment height, with pole circumference calculated at the center of the attached Equipment mounting height) where it attaches to each type of City Light Pole and prevents other uses;
- (b) the volume of each Equipment box and the total volume for the Installation Unit;
- (c) the weight of each Equipment box and the total weight of the Installation Unit;
- (d) the type and size of the antennas and antenna panels;
- (e) the type, size and quantity of the cable;
- (f) the type of material and paint to be used;

2. Installation Unit and Mounting Diagram: A diagram showing the Installation Unit mounted on a City Light Pole must include:

- (a) the mounting method;
- (b) the type of mounting equipment and/or banding;
- (c) the surface area and interior volume of each type of City Light Pole being covered and displaced by Equipment.

3. Proposed Locations. A GPS/GIS coordinate location spreadsheet providing both longitude and latitude of each City Light Pole on which an Installation Unit or Equipment component is proposed to be mounted, if known shall be provided. Such spreadsheet may include information on phases based on timing of installation or geographic area. Such spreadsheet shall meet the requirements and formats set forth in the then-current version of the City's written electronic repository data collection standards for underground utilities and/or City Light Poles.

4. Bona Fide Customer. If applicant is a wholesaler of Services, evidence of a signed contract or specific letter of commitment or similar arrangement from a bona fide customer no older than sixty (60) days from the date of the Application. Such document shall indicate that such customer is negotiating or has agreed to use the Services related to the use of City Light Poles in the geographical area of the City of Chicago for which Permits are being sought. It is acceptable if such commitment is conditioned on the requisite Permits being obtained from the City ("Bona Fide Customer");

5. Statement of Need. A certification by an authorized officer and/or certified engineer of applicant stating that the applicant has attempted in good faith to design or install its Network using third party property or poles located in alleys in the City and the reasons why such design is impractical, inadequate or infeasible for commercial or technical reasons, or that necessary consent from the owners of such property or poles could not be obtained. If the use of Traffic Signal Poles is requested, then such statement should also explain why the installation of the Network would be inadequate, impractical or infeasible without the use of such Traffic Signal Poles. To the extent possible, applicant should include supporting material for this statement such as correspondence relating to the rejection of essential site locations from third party owners and engineering studies showing why the particular design of applicant's Network requires the use of Traffic Signal Poles or Replacement Poles.
6. Request for Special Approvals. To the extent applicant is seeking a variation from the standards set forth in Section 5.1 or elsewhere in these Rules governing the use of City Light Poles, applicant should provide a statement of special need as why such variation is necessary, together with a Detailed Structural Analysis and other supporting documentation showing that such variation would be safe and would meet all other City requirements set forth in these Rules. If applicant is seeking the use of Replacement Poles, a statement from an engineer or a qualified officer of Permittee is needed explaining why existing City Light Poles are inadequate for Permittee's Equipment and there are no other commercially reasonable alternatives.
7. Safety Certifications. (a) a certification by a qualified officer or engineer of the applicant that all Installation Units, when installed on City Light Poles, comply and shall continue to comply (or shall be modified to comply) with all applicable safety standards of the FCC regarding permissible levels of radio frequency exposure and radiation as regards the public and (b) a certification by a qualified and licensed safety expert that the proposed Installation Units, including, but not limited to, the type and strength of materials used for mounting and banding is and will be safe for installation on a City Light Pole and will not constitute a hazard to the public; and
8. Notification of Anticipated Request for Use of City Conduit (if applicable). Notification should be provided if applicant anticipates seeking to interconnect its Equipment to electric power and telecommunications systems using City Conduits. To the extent that City Conduits are not being requested for use, the applicant shall include a statement as to how the Equipment would be provided with power and telecommunications equipment (e.g. use of third party conduit) and how much street construction is expected to be necessary, if any.
9. Design Capacity. Applicant shall provide a description of the design capacity of the Equipment and the Services to be provided through the

Installation Unit. Such description shall include information on the wavelengths being covered, the number of carriers the Equipment can support, the technology being used and a diagram showing the anticipated coverage from each antenna Installation Unit.

The City may request additional information in determining whether the Equipment shall be designated as Permitted Equipment. Such determination as to Phase I shall be provided within thirty (30) days of submission of all the above required documents except in the case where special approval is sought in which case the City may require an additional thirty (30) days. The City shall make a reasonable effort to inform an applicant as to the City Light Poles which are unlikely to be approved in Phase II, to the extent known, and the reasons therefor.

## II. Phase II: Site Approval

(60 Days)

The following Installation Documents will be submitted following the approval of Phase I (Design Approval) (unless previously submitted as part of Phase I).

1. Detailed Engineering Drawings. Applicant shall submit detailed engineering drawings for each proposed site which will show:
  - (a) the height of the Equipment on the City Light Pole, once mounted;
  - (b) the exact proposed mounting location on each City Light Pole.
  - (c) the proposed configurations of such Equipment on each City Light Pole as mounted.
2. Request for Use of City Conduit (if applicable). Applicant shall provide a request to interconnect its Equipment with electric power and telecommunications facilities through use of the Public Way using City Conduits. Such Requests shall include proposed locations of such City Conduits on a City Light Pole-by-City Light Pole basis. To the extent that City Conduits are not being requested for use, Applicant should include the statement required under Phase I, paragraph 8.
3. Detailed Structural Analysis; Engineer's Certification. A Detailed Structural Analysis must be submitted for each proposed Installation Unit (unless waived by special approval in the Approval Letter because the nature of the Equipment makes such a study unnecessary for public safety or the soundness of the City Light Poles) for each proposed Installation Unit related to each City Light Pole for which a Permit is being sought. Additionally, a certification by an Illinois licensed Structural Engineer certifying that, unless special approval is being sought as described above in paragraph 6 in Phase I above, that the restrictions in Section 5.1 have been met and certifying that the pole and the foundation of each City Lightpole for which a Permit is being sought are in satisfactory condition to sustain the allowable stresses generated by the Installation Unit.



4. Vaulted Sidewalk Report. Applicant shall provide a report as to the presence of any vaulted sidewalks under any proposed City Light Pole to be used. Such report shall provide specific plans and steps Permittee proposes to take in compliance with the Code during construction and installation of its Equipment to minimize or eliminate risk of damage to such vaulted sidewalk and to any potentially affected City property or Third Party Property.

The City may request additional information in determining whether any or all of the City Light Poles shall be approved for use by Permittee. Such determination as to Phase II shall be provided within sixty (60) days of submission of the above required Phase II documents [except in the case where special approval is sought in which case the City may require an additional thirty (30) days. The City shall make a reasonable effort to inform an applicant as to the City Light Poles which will not be approved in Phase II, to the extent known, and the reasons therefore.

5.2.2 Multiple Light Poles. Applicants for Approval Letters under these Rules may apply in one Application for approval to install Equipment on multiple City Light Poles, including installation in phases based on timing or geographical area (“Installation Phase”); provided that the City may deny any or all of the applied for City Light Poles in any Installation Phase based on the criteria set forth in Section 5.3.3 and 5.3.4. The City reserves the right to limit the number of City Light Poles which may be processed at any one time in a nondiscriminatory fashion in order to process Applications efficiently.

5.2.3 Replacement Poles. A Permittee may request that a City Light Pole requested in an Application be replaced with similar streetlight poles which may be designed to conceal Permittee’s Equipment located on the exterior of a City Light Pole and blend in with surrounding City Light Poles (“Replacement Poles”). The City shall consider such request only if: (i) Permittee’s engineer or a qualified officer of Permittee certifies that there is no adequate and commercially reasonable alternative to the use of the location of the existing City Light Pole pursuant to Phase I of Section 5.2.1 and (ii) the Detailed Structural Analysis for such existing City Light Pole in Phase II concludes that the use of such existing City Light Pole for the Equipment would create structural concerns; provided that the City could require the use of a Replacement Pole if public safety concerns as set forth in Section 5.3.4, or regulatory concerns, such as are set forth in Section 5.5, would make such use preferable. Replacement Poles would be installed solely at Permittee’s expense (including any temporary storage and/or relocation costs) and only upon the City’s approval. Permittee would pay or reimburse the City’s costs and expenses of installation and relocation of Replacement Poles within thirty (30) days of receipt of an itemized City invoice for such costs and expenses. Replacement Poles would be dedicated to, and owned by, the City upon completion of construction and comply with all applicable City specifications.

To the extent deemed necessary by the City's Corporation Counsel after consultation with Bond Counsel (as defined in Section 5.5) Replacement Poles shall be subject to the requirements of Section 5.5 unless (i) the original City Light Pole is obsolete by virtue of being at or near the end of its useful life as determined under federal regulations or (ii) the original City Light Pole which is replaced is not sold or otherwise transferred to Permittee, but is either used at another City location by the City or placed in storage with the expectation of reuse at another City location.

5.2.4. Incomplete Submittals. At any time prior to the issuance of an Approval Letter, the City may reject in writing an Application, proposed Equipment or a requested location for lack of information and refuse further consideration of such Application or location until such missing information is furnished. Each of the thirty (30)-day review period for Phase I and the sixty (60)-day review period for Phase II shall begin to run only when the applicable portions of the Application are complete.

5.3 Review of Application; Approval Letter Procedure. Upon receipt of a completed Application for an Approval Letter which includes all Phase I and Phase II documents, the Chief Information Officer in full consultation with the other Commissioners as to matters within their respective jurisdictions, shall engage in a review and determination of such Application consistent with the Code and these Rules. Such determination shall be issued in written form to an applicant within the sixty (60) days from complete submittal of all required information in Phase II, unless the Chief Information Officer gives notice in writing to the applicant during such (60) day period that a further thirty (30) days are required to complete review or unless special approval is being sought. The Chief Information Officer may rely on the accuracy and professionalism of all information contained in the Installation Documents or otherwise furnished to the City pursuant to the Application and the issuance of an Approval Letter or a Permit shall not negate the City's entitlement to rely on such information or shift any liability to the City as a result of such issuance. The Chief Information Officer and the Director shall take reasonable steps to maintain records tracking Applications and Permit processes

5.3.1. Initial Survey. The City shall conduct reviews of the proposed Equipment, the proposed sites and the proposed configurations of the Equipment as to particular sites. Such review shall include a survey by the S&S Commissioner and the CDOT Commissioner and a review of the documents listed in Exhibit B.

5.3.2. Procedures for Determination. The City shall make a determination whether each such proposed location should become an Approved Equipment Site, and shall set forth their determination in the Approval Letter. In making such determination, the Commissioners shall take into reasonable consideration the required information described in Section 5.3.3 and the factors described in Section 5.3.4 and Section 5.5.

5.3.3. Preferences; Statement of Need. During the application process, the Commissioners shall consider the following:

(a) The Commissioners shall only consider an Application which includes the Statement of Need from applicant described in Phase I of Section 5.2.1.

(b) If the Commissioners are satisfied that Statement of Need is reasonable and provided in good faith, an applicant for an Approval Letter under these Rules may seek to obtain a Permit for installation of Equipment on Ordinary Light Poles or Traffic Signal Poles. Preference shall be given to installations on Ordinary Light Poles. The Commissioners may authorize the use of Traffic Signal Poles on a case-by-case basis after consideration of the factors set forth in Section 5.3.4, if such use would not preclude or inhibit the City from either undertaking its own telecommunications or information projects or permitting similar projects for the benefit of the public, even if conducted or operated by third parties.

(c) Approval Letters may approve only a portion of the City Light Poles requested or may be conditioned on certain design or configuration changes or such other changes as shall be reasonably required in the Approval Letter. Any decision of the City in the Approval Letter shall be deemed final. If all sites are rejected, then the written letter sent by the Chief Information Officer shall be deemed a rejection letter.

(d) Preference may be given to Equipment which can support more than one customer within the general size and height restrictions of these Rules.

5.3.4. Site Approval Criteria. In considering whether or not to permit attachment of an Installation Unit to a particular City Light Pole, the City shall reasonably consider whether the following factors weigh against issuing such approval:

(a) Incompatibility of the Installation Unit with the City Light Pole or location desired; provided, if the Equipment has been already approved as Approved Equipment, the City will not re-evaluate suitability of the design of Approved Equipment for each location on City Light Poles, but shall confine such review to whether to approve the location of such Approved Equipment, subject to the safety and other considerations set forth in this Section 5.3.4 and 5.3.5 and its configuration on the proposed City Light Poles described in the Application;

(b) Public safety issues and structural limitations, including concerns over weight, height, and wind and stress loading;

(c) Operational issues, such as the lack of room for excavation or construction in the applicable portions of the Public Way and design limitations as to specific Street Light Poles;

(d) Material aesthetic considerations or height considerations;

(e) Potential interference (including but not limited to spectrum or frequency interference) with or prevention of the installation, operation or maintenance of present or reasonably anticipated future City owned or sponsored

projects, including but not limited to, communications or electronic or information systems, or, to the extent not regulated by the FCC, present or previously approved third-party projects, including communications or information facilities and services;

(f) Inadequate electric service to a requested location;

(g) Other factors which could render the requested location in the Public Way unsafe or unstable or subject to regulatory restrictions, such as the rules regarding tax-exempt bonds set forth in Section 5.5 of these Rules. In particular, consideration shall be given to the impact of multiple private locations of Permitted Equipment on or within a City Light Pole Facility, such as use of more than one City Light Pole constituting part of a City Light Pole Facility, prior to issuance of a Permit for such multiple locations.

5.3.5 Detailed Structural Analysis. It shall be a requirement for the issuance of any Approval Letter that the Detailed Structural Analysis be satisfactory to the City and that it indicate that, as to each City Light Pole for which a Permit is sought, the Installation Unit complies with applicable provisions of AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 4th Edition (2001) with 2002 and 2003 Interims and these Rules.

5.3.6. Additional Notice Requirements. Prior to the issuance of any Approval Letter, information regarding each proposed location, together with relevant Installation Documents or summaries thereof, shall be forwarded by the Chief Information Officer to each Alderman in whose ward each such City Light Pole is located no later than twenty (20) days prior to the issuance of the Approval Letter.

5.3.7. Allocation. In situations where two or more applicants provided a completed Application in seeking an Approval Letter for the use of the same City Light Pole or Poles within the same five (5) business day period, the City may allocate the use of such City Light Pole or City Light Poles by lot, as drawn before the competing parties or through some other nondiscriminatory method of selection ("Allocation Action"). Preference may be given for Equipment which can support more than one customer within the general size and weight restrictions of these Rules. The Chief Information Officer shall provide Notice in writing to the competing applicants at least fourteen (14) days prior to any Allocation Action. Only applicants with current letters of commitment or contracts from Bona Fide Customers as described in Section 5.2.1 will be considered.

5.4. Permits. Upon the issuance of an Approval Letter, an applicant may seek one or more Permits from the Director which includes some or all of the Approved Equipment Sites in the configurations approved in the Approval Letter. Permittee shall submit the Approval Letter, together with a list of Approved Equipment Sites for which a Permit is being sought to the Director ("Permitted Location List"). The Director shall issue the Permit or Permits designating Approved Equipment Sites on

the Permitted Location List as Permitted Locations within thirty (30) days of submittal of the Approval Letter unless the Director informs the Permittee that an additional thirty (30) day period is required for such issuance or unless unforeseen circumstances or new material information requires further review by the City of the Permitted Location List. Construction by Permittee must commence within one hundred and eighty (180) days after issuance of a Permit or such Permit shall lapse automatically.

#### 5.5. Tax-Exempt Bond Limitations; Revocation.

5.5.1. In general. The use of various City Light Poles and/or City Conduit may be limited or restricted by requirements or limitations of use deemed necessary by the City to preserve the tax exempt status of interest on tax exempt City bonds ("Bonds") financing such City Light Poles and/or City Conduit. Any such requirements or limitations of use shall be included in the Permit issued as to particular City Light Poles and/or City Conduit and shall be as approved by the City's corporation counsel. No Approval Letters shall be issued as to any City Light Pole and/or City Conduit until the City has had the opportunity to determine the source of funding of such City Light Pole and/or City Conduit and a review of available information has been conducted by the City's corporation counsel ("Financing Review"). The City shall endeavor to complete the Financing Review for each City Light Pole and/or City Conduit for which such review has not been previously completed within sixty (60) days of submittal of an Application for the use of the City Light Pole and/or City Conduit under these Rules unless the City advises the applicant that an additional thirty (30) day period is needed to complete the Financing Review.

5.5.2. Restrictions. To the extent that the Financing Review determines that the proceeds of Bonds were used to construct the City Light Poles and/or City Conduit (under Section 5.6) that are the subject of an Application or is unable to determine that the proceeds of Bonds were not used to in such construction, the following restrictions shall apply and shall be specified in the Permit:

(a) The term of any Permit subject to the provisions of this Section 5.5.2 is limited to an initial term of no more than one hundred (100) days; subject to automatic renewal without further action by either party in successive one hundred (100) day renewals up to the lesser of (i) the Maximum Term; or (ii) the term set forth in the Permit as being the Maximum Term.

(b) The Permittee may abandon its occupancy of any City Light Pole or City Conduit and the City may terminate the automatic renewal process under such Permits upon thirty (30) days' written notice of non-renewal ("Non-Renewal Notice") to the party receiving such notice and without penalty. The delivery of an Approval Letter and Permit by the City to a Permittee shall be evidence of the fact that the City has no present expectation to cancel the Permit under the provisions of this paragraph prior to the Maximum Term set forth in such Permit, unless otherwise noted therein.

(c) In the case of the issuance of a Non-Renewal Notice by the City as to any City Light Pole or City Conduit solely for the reasons set forth in Section 5.5.5, the City shall refund the unearned portion of any Annual Fees paid for the affected City Light Poles and/or City Conduit by the Permittee, determined by assuming that any such payment is amortized over the course of a year on a level daily basis.

(d) No Permittee or Permittees may use more than 2.5% of a City Light Pole Facility or City Conduit Facility measured as follows:

(1) The total surface area of a City Light Pole Facility that is in direct contact with, or the use of which by the City is obstructed by, the Permittee's Equipment, shall not exceed 2.5% of the combined surface area of the City Light Poles in the related City Light Pole Facility;

(2) Permittee's Equipment shall not occupy more than 2.5% of 40% (i.e., one percent (1%)) of the combined interior volume of a City Light Pole Facility and the related City Conduit Facility.

(3) The foregoing 2.5% limitations shall be reduced by any other private use of the same City Light Pole Facility pursuant to the provisions of this paragraph. The formulas used by the City in performing such calculations are available for review at the offices of S&S upon request.

(e) The City shall not (1) use the proceeds of any Bonds to pay for any reinforcements, enlargements or enhancements of a City Light Pole, City Light Pole Facility, City Conduit or City Conduit Facility primarily to accommodate the use thereof by a Permittee or (2) permit any material deviation from the generally applicable schedule of fees set forth in Section 4.2, as amended from time to time.

Alternative restrictions to those set forth in this subsection 5.5.2 may be available upon consultation with the City's corporation counsel.

5.5.3. The restrictions set forth in the foregoing subsection 5.5.2 are based upon, and are to be interpreted in accordance with applicable Treasury Regulations of the United States of America and are subject to modification at any time based upon the directions, restrictions and advice of the City's corporation counsel in consultation with nationally recognized bond counsel appointed by the City for the purpose of reviewing these issues ("Bond Counsel"). Any Permittee affected by such modifications that does not comply with the City's instructions regarding such modifications within thirty (30) days' notice thereof shall be deemed to have violated these Rules and all related Permits shall be deemed revoked unless the City, after consultation with Bond Counsel, grants more time for such modifications to be completed. Each applicant and Permittee under these Rules shall be deemed to waive any challenge of the City's interpretations regarding tax exempt bond financing restrictions affecting City Light Poles or City Conduit. A Permittee may

request that the City provide the opinion of Bond Counsel to the effect the continued use, without the required modifications, of City Infrastructure of the type covered in the Permits and conduit use agreements described in these Rules could adversely affect the tax exemption of Bonds so long as such Permittee makes arrangements to reimburse the City for the fees of Bond Counsel in rendering such opinion.

5.5.4 If the City determines, following the original or any subsequent Financing Review, that the restrictions set forth in this Section 5.5 on the use of a City Light Pole or City Conduit may be reduced or eliminated, in whole or in part, without adversely affecting the tax exempt status of applicable Bonds, then the Permit or conduit use agreement shall be executed or amended, appropriate to reflect such reduction or elimination of such restrictions.

5.5.5. Any Permits may be revoked at any time, including after installation of Equipment, in the event that the City determines, upon advice of the City's corporation counsel, after consultation with Bond Counsel, with written explanation to affected Permittees, that such use as to any or all City Light Poles or City Conduit could be expected to adversely affect the tax exemption of any Bonds. In such event, Permittee is required to remove all its Wires and Equipment from such City Light Pole and/or City Conduit upon thirty (30) days' written notice or make such other modifications as the City, upon the advice of the City's corporation counsel, after consultation with Bond Counsel, may determine are necessary to preserve the tax exemption of Bonds. A Permittee may request, prior to any such revocation, that the City provide the opinion of Bond Counsel to the effect that use of City Infrastructure could adversely affect the tax exemption of Bonds so long as such Permittee makes arrangements to reimburse the City for the fees of Bond Counsel in rendering such opinion. All revocation and removals under this Section shall to the extent practicable and not in violation with any regulatory or tax exemption requirements, be conducted under the procedures set forth in Section 5.12.1.

5.6. Use of City Conduit; Conduit Use Agreements. Subject to Section 5.5, the Director, with the approval of the CDOT Commissioner, may allow a Permittee through an executed conduit use agreement to use available City Conduit to provide connections for its Permitted Equipment with the nearest electric sources of power or the nearest communications network interconnected with or beneficial to such Permittee's Network, if the Director and the CDOT Commissioner have determined that such use will avoid construction in and deterioration in the Public Way.

5.6.1. Such conduit use agreements shall be structured so that (1) such uses of City Conduit are limited in length and scope to the least use reasonably possible to achieve such connections; (2) subject to the additional restrictions of Section 5.5, if applicable, the City is under no obligation to repair or change any portion of any City Conduit which is unusable and any such use will not require any expenditure of City funds; (3) compensation for such use of City Conduits shall initially be set at \$0.39 per linear foot of conduit used per year, subject to (i) the CPI Adjustment set forth in Section 4.2.2; and (ii) at the option of the Director,

annual adjustments as determined by the Director based on prevailing industry rates; (4) each Permittee using a City Conduit shall comply with all City specifications and regulatory requirements set forth in the Code, these Rules and the conduit use agreement ; (5) such use does not violate any City financing requirements, both State and federal, as determined in Section 5.5; and (6) any innerduct installed in City Conduit by a Permittee shall become City property upon termination or expiration of the related Permit and any Wires installed into City Conduit by Permittee shall become City Property after termination or expiration of the related Permit following default or abandonment. In addition to (3) above, each Permittee using a City Conduit shall reserve two fiber pair of fiber optic capacity or one secure wavelength or other equivalent capacity usage in each cable installed by Permittee in City Conduit for the City's exclusive use for public or governmental purposes. A Permittee shall not be responsible for lighting any such City fibers or operating any such wave-length and the City is responsible for any connectivity necessary to operate or power such city fibers or wave-length, including the installation of laterals, if needed. No compensation for such wavelength or fiber strands shall be payable by the City, which wavelength or fiber strands shall be free; provided that the City may advise a Permittee at any time that it does not wish to use such wavelength or fiber strands or wishes to pay market value for such wavelength or fiber strands, in which case the conditions of such advice shall apply. Each Permittee shall provide a description of how it is planning to secure electric power.

5.6.2 Each conduit use agreement shall provide that a Permittee seeking to use an existing City Conduit be required to install a reasonable number of partitions or innerducts to the City's specifications consistent with industry safety standards and each such conduit use agreement shall designate those portions of the City Conduit or innerduct (s) therein as shall be used by such Permittee. Each such City Conduit shall be deemed available only if (i) following Permittee's use, there is one or more other City Conduits left available to the City for maintenance or other public or governmental purposes along the same conduit run after inclusion of all existing City and other governmental facilities and all then-existing third-party facilities and (ii) all uses of any segment of each such City Conduit, including Permittee's Equipment, shall not occupy more than forty percent ( 40%) of the interior volume of such City Conduit segment at any point.

To the extent no City Conduit is deemed to be available by the Director, after consultation with the S&S Commissioner, Permittee may seek to install a new conduit in the Public Way under the provisions of Chapter 10-30 of the Code and its Rules and any conduit use agreement arising thereunder. Permittee may at its own expense, and with the approval of the Director, after consultation with the S&S Commissioner, repair City Conduit as needed in accordance with City Specifications.

5.6.3. In considering the use of City Conduit by a Permittee, the Director, after consultation with the S&S Commissioner, shall take into account applicable



factors set forth in Section 5.3.4. Use of such City Conduit shall also be governed by other applicable provisions of the Code. Said conduit use agreements shall provide that any Permittee shall vacate any such City Conduit upon thirty (30) days notice from the City for reasons set forth in Sections 5.5 or 5.12, unless an alternative arrangement satisfactory to the City has been reached.

The current form of conduit use agreement is available from the City's Office of Emergency Management and Communications.

5.7. Nonconformity. Equipment which is increased in size and/or weight in any material way from the specifications previously submitted and approved as Approved Equipment in the Approval Letter as reflected in the Permit or any material change in the configuration of Equipment which does not conform to the Approval Letter or the Permit as issued shall be a violation of such Permit, unless the Permittee shall first obtain approval through an amended or new Permit. In addition to any other submittal requirements, Permittee shall provide a Detailed Structural Analysis for any such different Equipment or Installation Unit that is increased in size and/or weight. The City may approve or disapprove the use of such different Equipment or different Installation Unit pursuant to the factors set forth in Section 5.3.4 above.

5.8. Notice of Location of Installed Equipment. Upon completion of the work under any Permit or any permitted Installation Phase, each Permittee promptly (and, in the case of the initial Installation Phase, in no event later than thirty (30) days after the completion of such Installation Phase) shall furnish to the Chief Information Officer "as built" drawings and other documentation in ESRI ArcInfo® or in such other format as may be reasonably required by the Chief Information Officer showing the exact location and configuration to date of the Permitted Equipment on each City Light Poles, in City Conduits and in the Public Way. Each Permittee shall provide to the Chief Information Officer supplemental documentation in ESRI ArcInfo® or such other format showing the installation, relocation, removal, and/or abandonment of Permitted Equipment on City Light Poles, in City Conduits, or in the Public Way within thirty (30) days of its installation, relocation removal and/or abandonment, as the case may be.

5.9. Collocation. Notwithstanding anything to the contrary in these Rules, the City may condition location of any Approved Equipment on City Light Poles upon potential present or future collocation on such City Light Poles of other equipment and/or Wires. To the extent that such collocation is for City or other public purposes, including City-sponsored projects for the public benefit to be operated by a third party, each Permittee by acceptance of a Permit is deemed to agree to cooperate with the City to accomplish such collocation and not to object unless the weight or other physical characteristics of such proposed collocation will present a demonstrated hazard to public safety. The City's decision shall be final as to such hazards.

To the extent that such collocation is intended to permit private parties to occupy the same City Light Poles as any Permittee ("Shared Light Pole") for purposes

which are not for City or public purposes, each existing Permittee of such Shared Light Pole shall be given notice and an opportunity to object. The City shall take into account potential physical hazards or, to the extent not already regulated by the FCC, material interference with any existing Permittee's Network or Equipment, including evidence of radio frequency interference, of such permitted collocation involving private parties. As to matters not regulated by the FCC, the City may rely upon the opinion of a certified engineer with experience in wireless telecommunications in determining whether such interference will materially interfere with any existing Permittee's Network or Approved Equipment installed by Permit and whether any filtering will adversely affect transmission power levels and receiver sensitivity.

As to matters not regulated by the FCC, if such material interference is likely in the opinion of such certified engineer, then the City may require that each existing Permittee of a Shared Light Pole and each new Permittee seeking to collocate on the same Shared Light Pole to the extent commercially reasonable and technically feasible, reconfigure its Permitted Equipment so as to minimize such interference. In the event such reconfiguration is technically feasible but requires a substantial cost to an existing Permittee, the City may require that the new Permittee pay all existing Permittees of the Shared Light Pole the demonstrated cost of such reconfiguration as a condition for such collocation. Collocation shall not mean the direct use of any Permittee's Permitted Equipment located on a City Light Pole by another Permittee.

All matters regulated by the FCC, including matters relating to radio frequency interference under the jurisdiction of the FCC and allocation of costs of remediation between competing Permittees shall be referred to the FCC for resolution.

5.10. No Introduction of Hazardous Materials; Dangerous Conditions. No Permittee shall introduce or generate any hazardous substance or create any risk to the public of hazardous materials. Nor shall any Permittee store, transport or dispose of any hazardous substance in the Public Way, nor transport to or install in, on or over the Public Way or City Light Poles or in City Conduit any hazardous substance in violation of Section 14.3. All battery back-up Equipment shall meet applicable national codes and any applicable City requirements in the Code.

5.11. Risk to Health and Safety. Except to the extent preempted by Federal law, if at any time it is determined by the City or other government authority, in its sole discretion and judgment, that any part of the Network or the Permitted Equipment presents a risk to the health or safety of any person, then the Permittee whose Permitted Equipment is causing such risk shall, at its sole cost and expense, promptly correct all such conditions to the satisfaction of the City or such governmental authority or remove its Permitted Equipment from the City Light Poles, City Conduits, the Public Way or Third-Party Property.

5.12 Removal of Equipment at City's Direction. Upon thirty (30) days' written notice, the City, acting through the Director, may require any Permittee to remove its Permitted Equipment or Wires from a specific City Light Pole or City Conduit at

Permittee's sole cost and expense, whenever the City reasonably determines that the removal is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a City project, including but not limited to the use of a City Light Pole for a City or City-sponsored project for Wi-Fi or Wi-Max Services; (b) because a City Light Pole or City Conduit upon which or in which Permitted Equipment has been attached is being eliminated or reconstructed, whether due to undergrounding of utilities, relocation, or other cause; (c) because the Permitted Equipment located on a City Light Pole or in a City Conduit has been abandoned; (d) because the Permitted Equipment or Network is interfering with or adversely affecting proper operation of City Light Poles, traffic signals, communications facilities or other City or public operations or Equipment; (e) to protect or preserve the public health or safety or for another public purpose; (f) because of a sale or vacation of affected portions of the Public Way by the City; (g) because there is a change of use of the affected portions of the Public Way provided such change of use affects other similarly licensed users; (h) because the City Light Pole or City Conduit or a third-party utility pole in the Public Way is damaged or being removed, relocated or replaced; or (i) to preserve the tax exempt status of any Bond pursuant to Section 5.5.5.

5.12.1 In any such case, the City shall reasonably cooperate with the affected Permittee (except for (c) or (d) of Section 5.12) in finding a reasonably equivalent alternate location for relocation. Upon receipt of such notice, the City and the affected Permittee shall provide for such removal or relocation as promptly as possible within such time frame as the City deems reasonable but not to exceed thirty (30) days, and such Permittee shall diligently proceed on such agreed on basis. In an emergency, as determined by the Director, the City may order any Permittee to remove its Permitted Equipment within forty-eight (48) hours. Any removal or relocation of the Permitted Equipment pursuant to this Section 5.13.1 shall be conducted in a manner approved by the Director in the removal order and no abandonment of Permitted Equipment shall be permitted without the approval of the Director. The calculation of the Annual Fee shall be adjusted according to such removal, abandonment or relocation.

5.12.2 Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or damage any Permitted Equipment or adversely affect the Services or Network, no charge shall be made by any Permittee against the City for restoration and repair. If Permittee shall fail to remove or relocate any Permitted Equipment as requested by the City within a reasonable time under the circumstances in accordance with the foregoing provision, but in any event, not to exceed thirty (30) days without the agreement of the City, the City shall be entitled to remove the affected Permitted Equipment at such Permittee's sole cost and expense, without further notice to such Permittee, and such Permittee shall reimburse the City on demand for its expenses incurred in the removal, relocation, and disposal of the Permitted Equipment. If Permittee does not remove its Permitted Equipment or other Equipment from all City Light Poles and City Conduit within thirty (30) days following the termination or expiration of its Permit (including all renewals and extensions thereof), Permittee shall be deemed to have conveyed a license to use

or sell such Permitted Equipment (but no ownership in the proprietary technological or intellectual property is conveyed) without further payment or credit to the City or to such Permittee. Alternatively, the City may elect to take title to any Abandoned Equipment upon receipt of a satisfactory instrument of title from the Permittee transferring ownership. The provisions of this Section 5.12 shall survive the expiration or earlier termination of any Permit or renewal or extension thereof. Nothing in this Section 5.12 shall prevent any conduit use agreement for the use of City Conduit from providing for additional remedies for the City.

5.13. Relocations at a Permittee's Request. In the event Permittee desires to relocate any Permitted Equipment from one or more City Light Poles to other City Light Poles, Permittee shall so advise the City and seek to amend its Permit to reflect such relocation. The City will follow the criteria set forth in these Rules in reviewing such requests.

5.14. Present Condition of Locations in the Public Way, City Conduit and on City Light Poles. All City Light Poles, City Conduit and portions of the Public Way are presented for use in "as-is" condition. The City makes no warranty, either express or implied, as to the condition, availability or suitability of any City Light Pole, City Conduit or portions of the Public Way used by any Permittee or that such City Light Pole, City Conduit or portions of the Public Way will be suitable for such Permittee's purposes or needs. Neither the City nor any of its officers and employees shall be liable for any damage to the property of any Permittee, its officers, employees, contractors or subcontractors, or to their employees, or for any bodily injury or death to such persons resulting or arising from any Permittee's construction, maintenance and operation of its Network or the activities authorized by these Rules. Except as set forth in these Rules, each Permittee accepts all Permits granted pursuant to these Rules and undertakes its activities related thereto entirely at such Permittee's sole risk. Each Permittee is fully responsible for any personal injury or property damage that may occur because of such Permittee's use of the City Light Poles, City Conduit, or the Public Way. Each Permittee, on behalf of itself and its successors and assigns, is deemed to waive its rights to recover from the City and its employees and officers from any and all claims, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise or in any way be connected with the physical or environmental condition of the City Light Poles, City Infrastructure, City Conduit, or the Public Way, except to the extent of willful or wanton misconduct of the City or its agents arising after installation of the affected Permitted Equipment.

5.15 Waiver of All Claims. Each Permittee is deemed to assume the risk of service interruptions and/or the making of expenditures, whether or not substantial, in connection with complying with these Rules and obtaining Permits hereunder. Without limiting any indemnification obligations of any Permittee or other waivers contained as a material provision in these Rules, except to the extent prohibited by law, each Permittee is deemed to fully release, waive and discharge any and all claims, demands, rights and causes of action against the City based on the City's removal or relocation of Permitted Equipment pursuant to these

Rules, regardless of the cause and whether or not due to the negligence of the City or its agents. Except to the extent prohibited by law, each Permittee is deemed to covenant not to sue the City, its employees, and officers and all persons acting through any of them under any present or future Laws, including but not limited to any claims for inverse condemnation, lost profits or goodwill, interference with operations, consequential or incidental damages or the payment of just compensation under the laws of eminent domain, or otherwise at equity due to the City's removal or relocation of Permitted Equipment pursuant to these Rules, regardless of the cause and whether or not due to the negligence of the City or its agents. The City would not be willing to issue Permits in the absence of this waiver of liability.

5.16 Work Permits; Quality of Work; Restoration of Work Site. All work performed by a Permittee or its Contractors affecting City Light Poles or City Conduits, including all workmanship and materials, shall be of acceptable quality and shall be performed in accordance with and pursuant to specific work and use permit issued under the Code. Any additions and alterations affecting City Light Poles or City Conduits shall be installed in a good workmanlike manner and only new (or, upon the approval of the City, used), structurally sound, durable, and high-grade materials shall be used. The work may be inspected by the CDOT Commissioner, the Director, or the S& S Commissioner, or the authorized representatives thereof, at any time. Upon completion of each task or Installation Phase of work, Permittee shall promptly restore all work sites to a condition satisfactory to the City and in accordance with the construction standards specified in the appropriate Permits and herein.

5.16.1 Contractual Obligations. All Permittees shall discharge when due all obligations to contractors, materialmen, workmen, suppliers, and others for all work performed and for all materials furnished related to installation of Permitted Equipment pursuant to these Rules.

5.16.2 Liens. Each Permittee shall keep the City Light Poles and City Conduit and the Public Way which it uses free and clear of any and all liens in any way arising out of the installation, operation, or maintenance of the Permitted Equipment.

5.16.3 Assumption of Risk. Each Permittee assumes and is responsible for all risk of loss, damage, theft, or destruction of any or all of such Permittee's Equipment or of the Network, including damage caused by the removal of Permitted Equipment as allowed under these Rules and whether or not due to the negligence of the City or its agents. The City takes no responsibility for spectrum interference by any person with the operations of any Permittee or its equipment, regardless of the cause and whether or not due to the negligence of the City or its agents.

5.16.4 Annual Inspections. Each Permittee at its own cost shall conduct an annual inspection ("Annual Inspection") of each City Light Pole which it is using pursuant to Permit and each Wire located within a City Conduit. The Annual Inspection shall include a structural and electrical review,

including a check of the base, of both the mounted Equipment and the City Light Pole as well as a check of the condition of electrical connections involving the Equipment as well as a check of the electrical condition of all Wires located in City Conduit pursuant to a conduit use agreement. The results of such inspection shall be furnished to the Director no later than thirty (30) days following each anniversary date of the Permit (or the conduit use agreement, if applicable). In the event an Annual Inspection reveals any problem or deficiency which could render a City Light Pole or a City Conduit unusable, unsafe, or in violation of electrical codes or other applicable law, adversely affect City operations relating to such City Light Pole or City Conduit, or endanger the public, the Permittee shall immediately notify the Director (and in the case of a City Conduit, the S&S Commissioner) and cooperate with the City in resolving the issue. All costs incurred by the City in connection with resolving any such problems or deficiency which may have been caused by Permittee's actions or operations under a Permit shall be paid by Permittee within thirty (30) days of demand therefor by the City. Failure to comply with this Section 5.16.4 is grounds for termination of the Permit and any related conduit use agreement.

5.16.5 Five-year Inspections. On or before each fifth-year anniversary date of a Permit (and no earlier than six (6) months prior to such fifth anniversary date), each Permittee at its own cost shall have an Illinois license structural engineer recertify the structural adequacy of each City Light Pole under its Permits, including the base, pole and mountings and anchor bolts ("Five Year Recertification"). The Five Year Recertification shall be furnished to the Director no later than thirty (30) days following each fifth-year anniversary date. In the event a Five Year Recertification reveals any problem or deficiency which could render a City Light Pole unusable, unsafe, or in violation of electrical codes or other applicable law, adversely affect City operations relating to such City Light Pole, or endanger the public, the Permittee shall immediately notify the Director and cooperate with the City in resolving the issue. All costs incurred by the City in connection with resolving any such problems or deficiency which may have been caused by Permittee's actions or operations under a Permit shall be paid by Permittee within thirty (30) days of demand therefor by the City. Failure to comply with this Section 5.16.5 is grounds for termination of the Permit.

5.17 Operations and Maintenance Standards. Each Permittee shall be responsible for any and all charges incurred in connection with the operation, maintenance, repair, and replacement of its Permitted Equipment. Each Permittee shall further restore and replace any property damaged as a result of such Permittee's operations. Each Permittee shall repair, support, protect, replace, maintain, and operate the Permitted Equipment in a safe, orderly, and workmanlike manner utilizing only material of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state, and local Laws and regulations, including but not limited to, the standards set by the Code and attendant rules. Each Permittee shall perform such work in such manner and

at such time as shall not interfere with the maintenance, repair, or replacement of the City Light Pole, City Infrastructure or the Public Way without express written approval of the City and authorized representatives of any applicable owners of Third-Party Property. Each Permittee shall at all times comply with applicable provisions of the Code, and applicable City ordinances and rules, including these Rules and generally applicable written standards of CDOT, S&S, BIS and OEMC.

5.17.1 Emergency or Disaster. In case of emergency or disaster, each Permittee shall, upon request of the City, make available its facilities to the City, without cost, for emergency use, to the extent such facility or access can be provided without violating Permittee's service obligations imposed by the ICC or another regulatory body having jurisdiction or violating a material contractual obligation.

5.17.2 Adjoining Property Owners. The Permitted Equipment shall be installed and located so as to cause minimum interference with the rights and appearance and reasonable convenience of adjoining property owners, and at all times shall be kept and maintained in a safe condition and in good order and repair. Each Permittee shall at all times employ commercially reasonable efforts to prevent, and shall install and maintain in use commonly accepted methods and devices for preventing, failure and accidents which are likely to cause damage, injuries, or nuisance to the public. Suitable platings, barricades, flags, lights, or other devices shall be used at such time and placed as are reasonably required for the safety of all members of the public.

5.17.3 Adjustment of Utility Facilities. In the event that the location of Permitted Equipment will require an adjustment of the location of existing public and private utility facilities, Permittee must obtain written consent of the owner of such utility (including, where applicable, all relevant City departments) to such adjustment and make such arrangements for the payment or reimbursement of the cost of such adjustments as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. In no case shall a Permittee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

5.17.4 Electrical Permit. All electrical installation work for Permittee performed in connection with Permits issued under these Rules shall be performed by electrical contractors registered pursuant to applicable provisions of the Code.

5.17.5 Suspension or Revocation of Permits. The City may suspend or revoke any Permit or take any action deemed necessary, including the stopping of work, should a Permittee violate the terms of a Permit, until said violation has been corrected to the City's satisfaction.

5.17.6 City Inspections. The City reserves its right to make physical on-site inspections of the portions of Equipment located in or on City Light Poles, in City Conduit or in the Public Way. Each Permittee will accommodate the City's monitoring needs by providing the Chief Information Officer with the GPS/GSI

information as to Equipment installed in the Public Way in the formats required in Section 5.2.1 and as updated in the formats as required in Section 5.8.

5.17.7. Physical Audit. In the event that the City has reason to believe at any time that there is a material discrepancy between information submitted by a Permittee and the size, location, number, or nature of Permittee's Equipment or of the Network located on City Light Poles or on or within City Conduits, then the City may send its own personnel, or hire an engineering firm of the City's choice (the "City's Inspector"), to perform an unannounced physical audit of the Permitted Equipment. Each Permittee shall cooperate with such an audit. If the City's Inspector determines and establishes in said audit that a material discrepancy exists between the results of such physical audit and the information contained in the specifications, summaries, maps and drawings that any Permittee has placed on file with the City, then a violation under these Rules shall be deemed to have occurred. In addition to the other penalties under these Rules, a Permittee shall pay to the City's Department of Revenue, within thirty (30) days of Permittee's receipt of notice of the violation, the costs and fees of the audit by the City's Inspector as well as any required follow-up by the City's Inspector.

5.18. Alteration or Damage to City Infrastructure or Public Way. Whenever the removal, maintenance or relocation of Permitted Equipment are required or permitted under these Rules, and such removal or relocation shall cause the Public Way or City Infrastructure to be damaged or to have been altered in such a manner as to make them unusable, unsafe, or in violation of electrical codes or other applicable law, or adversely affect City operations or endanger the public, a Permittee, at its sole cost and expense, shall promptly repair and return the portions of the Public Way or City Infrastructure within which or on which the Equipment are located to their original condition and in accordance with currently applicable Laws, normal wear and tear (unrelated to a Permittee's activity) excepted. If such Permittee does not repair and restore such portions of the Public Way or City Infrastructure as just described, then the City shall have the option, upon fifteen (15) days' prior written notice to such Permittee, to perform or cause to be performed such reasonable and necessary work on behalf of such Permittee and to charge such Permittee for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates. Upon the receipt of a demand for payment by the City, a Permittee shall immediately reimburse the City for such costs. The provisions of this paragraph shall survive the expiration, completion or early termination of any Permit.

5.19 No Burden on City Infrastructure or Public Ways. In the event that the City shall determine that any characteristic or location of Permitted Equipment, either planned or presently constructed, unduly burden any portion of any City Infrastructure or Public Way, now or in the future, the Permittee shall be required either to modify its Permitted Equipment, or to take such actions as the City shall reasonably determine for the sake of public convenience to eliminate the problem within the time frame provided by the City and the Code. Failure to comply with this Section in a timely fashion shall be grounds for termination under Section 9.



“Burden” shall mean such conditions as shall adversely affect the safety or durability of any City Infrastructure (including in particular, City Light Poles and City Conduit) or interferes with public safety or traffic as determined by the City.

5.20 Emergency Access by Permittee to City Light Poles or City Conduit. In case of material outages or disruption of Permittee’s Equipment which can only be remedied by access to City Light Poles or City Conduit, the City shall provide an emergency number (312-746-8800) so that City personnel can arrive to permit such access and repair. Permittee shall be deemed responsible for any damages or disruption to City facilities, including City Infrastructure and the Public Way, caused by any such emergency access.

5.21 Spectrum or Technical Interference. In its operations, each Permittee shall not interfere with the technical operations of any telecommunications or information service or system operated by or on behalf of or under the sponsorship of the City. Each Permittee shall cease any such operations or shall adjust its operations to cease such interference and shall, to the extent deemed necessary by the City, cease using the City Light Poles or City Conduit or portions thereof which are related to such interference. Interference shall mean both spectrum and other forms of interference. With respect to other telecommunications or information systems not operated by or on behalf of or under the sponsorship of the City, each Permittee is required to comply with the Federal Communications Act and applicable rules and regulations of the FCC with respect to radio spectrum or other interference.

6. INDEMNIFICATION. Each Permittee shall be solely responsible for the support, safety, and protection of its Permitted Equipment and for the safety and protection of all persons and all property coming into contact with Permittee’s Equipment and Wires or operations. Each Permittee shall to the maximum extent permitted under Illinois law, at its sole cost and expense, indemnify, defend, keep, and save completely harmless the City, its officials, boards, commissions, agents, and employees (collectively the “Indemnified Parties”) against any and all suits, causes of action, proceedings, and judgments, claims, losses, damages (whether such claims and damages are for personal injury or death of a person, property damage, or interruption of utility service), liabilities, and breach of these Rules, judgments, costs, and expenses (collectively referred to as “Claims”) arising out of, caused by, or resulting from the grant of rights pursuant to these Rules and Permittee’s installation, maintenance, and operation of its Permitted Equipment or the Network, regardless of the cause and whether or not due to the negligence of the City or its agents. The City shall have the right, at its option and at Permittee’s expense, to participate in the defense of any suit without relieving Permittee of any of its obligations under this Section. The term “Claim” specifically shall be deemed to include, but not be limited to, any liability for the payment of Workmen’s Compensation under the Illinois law which the City is required to make, and Permittee shall reimburse the City for any such payment made by the City. Each Permittee, in accepting the terms of these Rules and any Permit and in entering into any conduit use agreement, shall be deemed as a condition of its acceptance, to understand and agree that the insurance required by Section 7 of these Rules (and by any conduit use agreement) shall in no way limit the responsibility of each Permittee to indemnify, keep, and save harmless and defend the Indemnified Parties pursuant to this Section. Indemnified expenses shall

include, but not be limited to, all out-of-pocket expenses of the Indemnified Parties in connection with the defense of any such claims, such as reasonable attorneys' fees, and shall also include the reasonable value of any services rendered by the City's corporation counsel or his or her assistants or any consultants, employees, or agents of the City. To the extent permissible by law, each Permittee waives any limits on such Permittee's liability that it would otherwise have by virtue of the Workers' Compensation Act or the judicial decision of Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Workers' Compensation Act or under the Illinois Pension Code.

6.1 Failure to Defend; Abandonment of Claim Without Consent. The City may (but is not obligated to) defend any such claim or suit at a Permittee's expense if such Permittee fails to defend such claim or abandons the defense of such claim or suit without the City's express consent. Further, the indemnities contained in this provision survive the expiration or termination of these Rules.

6.2 Relationship to Permit Issuance. The foregoing notwithstanding, under no circumstances shall the issuance of any Permit or certificate or the execution of any agreement provided for under the Code or these Rules to a Permittee or any Contractor or assignee constitute an act of wanton or willful misconduct. Nothing set forth in these Rules shall be deemed a waiver by the City of any defenses or immunities relating to a Permittee or its property, or to any other person or entity or their property, that are or would be otherwise available to the City or its corporate authorities, officers, and employees under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that otherwise available to local governments and their corporate authorities, officers, and employees under the common law of the State or the United States of America.

6.3 Waiver of Claims. Each Permittee is deemed to waive any and all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any portion of the Permitted Equipment or Network or any loss or degradation of the Services, including but not limited to actions by persons or entities other than the City or its corporate authorities, officers or employees, except as set forth in Section 6.4.

6.4 Limitation of City's Liability. The City shall be liable only for the cost of repair to damaged Permitted Equipment arising from the willful or wanton misconduct of City, its corporate authorities, officers, or employees as determined by final judgment of a court of final jurisdiction. The City shall not be liable for interference (including, but not limited to spectrum interference) by the City or any Permittee or third party with the communications of any Permittee or any third party.

7. INSURANCE. At all times during the term of any Permits issued, and thereafter during such time as may be required to remove Permitted Equipment or Network and restore the City Light Poles, City Infrastructure, and the Public Way to their prior condition, each Permittee shall obtain and pay all premiums for the insurance coverages and requirements covering all risk associated with the installation, repair, maintenance, removal, and operation of such Permittee's Equipment or Network specified below:

(a) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable

law, covering all employees who are to provide a service under these Rules and Employer's liability coverage with limits of not less than \$500,000 each accident or illness or such higher amount as may be required by law.

(b) Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, (for a minimum of two (2) years following project completion) separation of insureds, defense, and contractual liability (with no limitation endorsement). The City is to be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work including installation, maintenance and removal of any Equipment.

(c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned, and hired) are used in connection with the construction, installation, maintenance, and operation of Permitted Equipment or Network, Permittee shall provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City shall be named as an additional insured on primary, non-contributory basis.

(d) Property. Permittee or Permittee's Contractor is responsible for any loss or damage to City property at full replacement cost. Permittee or Permittee's Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by either Permittee or Contractor.

(e) Railroad Protective Liability. When any work is to be done adjacent to or on railroad or transit property (e.g. CTA) Permittee or Permittee's Contractor must provide or cause to be provided, with respect to the operations that such Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(f) Professional Liability. When any architects, engineers, construction managers or other professional consultants perform work in connection with any Permit, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work pursuant to the Permit. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(g) In the case of each conduit use agreement, the limits of insurance coverage set forth herein shall be incorporated and shall be increased to the limits said forth in such conduit use agreement.

7.1 Additional Requirements. Each Permittee will furnish to OEMC at Room 905, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, Attention Traffic Management original Certificates of Insurance evidencing the required coverage to be in force prior to the issuance of any Permit issued under these Rules and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of any outstanding Permit issued under these Rules. Copies of such forms and renewals shall also be furnished to the City of Chicago, Risk Management Department, DePaul Center, 333 South State Street, Room 400, 60604. Such evidence of insurance shall be submitted on the then-current City of Chicago Insurance Certificate Form or equivalent certificate reasonably satisfactory to the City of Chicago, Risk Management Department. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in these Rules have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of these Rules. The failure of the City to obtain certificates or other insurance evidence from any Permittee shall not be deemed to be a waiver by the City. Each Permittee shall advise all insurers of the provisions of these Rules regarding insurance. Nonconforming insurance shall not relieve any Permittee of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of these Rules, and the City retains the right to stop work until proper evidence of insurance is provided or to terminate any issued Permit at the discretion of the Director.

(a) The insurance shall provide for 60 days' prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

(b) Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by the Permittee.

(c) Insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

(d) Any coverages and limits furnished by Permittee shall in no way limit such Permittee's liabilities and responsibilities specified under these Rules or by law.

(e) Any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by such Permittee under these Rules.

(f) The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

(g) All subcontractors to provide the insurance required herein or such Permittee may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of the Permittee.

(h) If a Permittee or subcontractor desires additional coverages, such Permittee and each subcontractor shall be responsible for the acquisition and cost of such additional protection.

(i) The City of Chicago Risk Management Department maintains the right to modify, delete, alter, or change these requirements.

8. SECURITY. The following security shall be provided to the City to cover a Permittee's performance under these Rules:

8.1 Letter of Credit. Each Permittee shall provide the City with an original irrevocable, unconditional and valid letter credit as described below:

(a) The Letter of Credit shall name the City of Chicago, OEMC, as beneficiary. The Letter of Credit shall be a clean letter of credit, requiring only sight drafts for proper presentment, shall permit partial and multiple draws, and shall be in form shown in Exhibit C.

(b) The Permittee shall maintain the Letter of Credit for the duration of the Permit, and shall further maintain the Letter of Credit for three years following the termination or expiration of the last Permit issued under these Rules in connection with its Network or Permitted Equipment. For example, if a Permit expires or terminates in June of 2010, the Letter of Credit may not expire before midnight on June 30, 2013.

(c) The dollar amount of the Letter of Credit shall be generally \$250,000 as to the use of City Light Poles. However, if the total number of City Light Poles Permittee intends to use to build out its Network shall not exceed ten (10) Light Poles, then a reduced Letter of Credit may be provided in the amount of twenty five thousand dollars (\$25,000). If the total number of City Light Poles Permittee is requesting to use exceeds one hundred (100) City Light Poles, then the dollar amount of the Letter of Credit shall be increased by five thousand dollars (\$5,000) per City Light Pole to be used in excess of one hundred (100).

(c) The dollar number of the Letter of Credit shall be increased to account for the use of City Conduit pursuant to a conduit use agreement as set forth in the conduit use agreement. Permittee may provide a separate Letter of Credit to secure a conduit use agreement rather than one combined letter securing both the use of City Light Poles and City Conduits.

(d) All Letters of Credit must be issued by financial institutions that are insured depository institutions (as defined in 12 U.S.C. § 1813). The financial institution may be subject to the prior approval of the City Comptroller. The financial institution issuing the Letter of Credit preferably shall be located within, or have a branch located within the Chicago metropolitan area and carry an investment grade rating from one of the major rating agencies.

(e) Except for an authorized extension of the expiration date, the above-described Letter of Credit must be maintained unchanged from the terms initially approved by the City and must be maintained uninterrupted for the duration of the period specified in paragraph (b) above of this Section. If the Permittee allows the Letter of Credit to be cancelled or to expire or otherwise lapse the Permit will be rendered void and the Permittee shall be subject to the penalties for violation set forth in these Rules, Chapter 10-29 of the Code and other applicable provisions of the Code. Upon being notified that a Letter of Credit will be cancelled or will not be extended and upon determining that such cancellation or failure to extend is improper, the City may draw upon the Letter of Credit pending resolution of the issue. In the event that the City draws from the Letter of Credit, the Permittee shall take any action required to restore the Letter of Credit to its full amount within three days of notification by the City of its draw against the Letter of Credit.

(f) If circumstances cause the financial institution issuing the Letter of Credit to fail financially or no longer meet the approval of the City Comptroller, the Permittee shall promptly arrange for a replacement Letter of Credit to be issued by an acceptable financial institution.

(g) In order to avoid processing delays and possible additional costs from the applicant's financial institution, the submission to OEMC of a draft Letter of Credit, in the form of Exhibit C for review and approval is encouraged. The draft letter of credit should be submitted to OEMC at 1411 West Madison Street, Chicago, Illinois 60614: Attention Executive Director. The original of the Letter of Credit should be sent to OEMC at the same address.

(h) Upon consultation with the City's corporation counsel and upon being satisfied that adequate security is provided, the City, for good cause shown, may accept an existing Letter of Credit naming the City as a beneficiary or other form of security as a substitute for the Letter of Credit required by this Section 8.1.

(i) The Letter of Credit required by these Rules shall be used to ensure the faithful performance by a Permittee and its Contractors of their obligations under any Permit issued under these Rules as well as the performance of any Contractor performing work related to those Permits and to remedy any defaults or violations thereunder and to ensure compliance with all orders, licenses, Permits, and directions of the City and to pay any penalties, liens, claims, and taxes due the City pursuant to an issued Permit. Furthermore, such Letter of Credit may be drawn upon to repay the City for any damages, costs and expenses incurred by the City in connection with the acts or omissions of a Permittee and its Contractors concerning or connected with any matter covered in a Permit or any violation of these Rules or the Code.

(j) In the absence of a dangerous condition that poses an imminent threat (see paragraph (k) below), if the actions or omissions of a Permittee or its Contractor results in the conditions for a draw, the City shall provide the Permittee with notice, by certified mail, of the conditions for a draw and an opportunity to

respond, and will provide the Permittee with a reasonable time period, not to exceed thirty (30) days, unless otherwise specifically agreed to by the City, to correct the condition(s) before drawing on the Letter of Credit.

(k) If the actions or omissions of a Permittee or its Contractors result in a dangerous condition that poses an imminent threat to the safety of pedestrians, motorists or others near a City Light Pole or the Public Way and makes notice impractical, the City may correct or arrange for the correction of the condition and shall provide the Permittee with notice, by certified mail, of the cost incurred and an opportunity to respond, and shall provide the Permittee with forty-eight (48) hours from the mailing of the notice to remit funds to cover the City's costs before drawing on the Letter of Credit.

The City may, in its discretion, draw upon the Letter of Credit, either simultaneously or sequentially, of one or more Permittees either holding or performing work pursuant to a Permit issued pursuant to this Section 8.1 of these Rules. Any such draw shall be pursuant to the procedures set forth in this Section 8.1.

8.2. Bond. In addition to the Letter of Credit described in Section 8.1, during all periods of construction, modification, installation or removal of Equipment in or on City Light Poles, each Permittee shall provide the City with a good and sufficient performance bond (the "Surety Bond") in the form reasonably satisfactory to the Director and the City's corporation counsel, in the principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00) naming the City as beneficiary. Said Surety Bond (or a replacement Surety Bond pursuant to Section 8.2.2 below) shall be provided under these Rules at least thirty (30) days prior to the construction, installation, modification or removal date of Equipment and for thirty (30) days following City approval of completed construction, installation, modification or removal of Permitted Equipment or Network under any Permit and the proper restoration of any affected location to its status prior to construction, installation, modification or removal of Permitted Equipment or Network (normal wear and tear, exclusive of Permittee's activities, excluded). Said Surety Bond shall be used to ensure the faithful performance by a Permittee in all construction, installation, modification, relocation and removal obligations and all related work, required to be performed by such Permittee under these Rules within the time periods required hereunder. If the total number of City Light Poles Permittee is requesting to use exceeds one hundred (100) City Light Poles, then the dollar amount of said bond shall be increased by five thousand dollars (\$5,000) per City Light Pole to be used in excess of one hundred (100). Additional bonds and letters of credit may be necessary to cover underground activities in the Public Way. The Permittee may, with the City's approval, substitute a new letter of credit or increase the one required under Section 8.1 so that the principal amount of such letter or letters of credit meets the combined requirements of Sections 8.1 and 8.2. The dollar number of the Surety Bond shall be increased to account for the use of City Conduit pursuant to a conduit use agreement as set forth in the conduit use agreement. Permittee may provide a separate Surety Bond to secure a conduit use agreement rather than one combined Surety Bond.

8.2.1 Nonexclusive Recovery. The City's right to recover under the Surety Bond shall be in addition to any other rights it may have pursuant to these Rules or under law. Any proceeds recovered under the Surety Bond may be used to reimburse the City for loss

of payment of any fees due under these Rules by a Permittee and shall include principal and overdue interest, if any, and liquidated damages, if any, in case of default and other valuable consideration given pursuant to these Rules, and to pay or reimburse the City for such additional expenses as may accrue or be incurred by the City as a result of such Permittee's failure to comply with these Rules including, but not limited to, attorneys' fees and the cost of any action or proceeding or judgment against the City, the cost of removal, relocation, or abandonment of such Permittee's facilities, and the cost of any auditing costs and fees. For the City to recover from the surety or from such Permittee under this Section for removal or relocation of the Permitted Equipment and repair, maintenance, or restoration of the Public Way, it is not necessary that the City first perform such work. The City shall determine the cost of performing said removal and relocation of Permitted Equipment or repair, maintenance, or restoration of the Public Way, and its decision as to the amount shall be final and binding. The Surety Bond shall provide that, upon receiving written notification from the City of the reasonable cost of said removal or relocation of Permitted Equipment or repair or maintenance of the Public Way, or restoration, the Permittee and the surety shall pay said amount upon demand together with other related costs occasioned by such default.

8.2.2 Qualified Companies. The Surety Bond called for in these Rules shall be issued by a financial institution authorized to do business in Illinois that is reasonably satisfactory to the City Comptroller and the City's corporation counsel. The financial institution issuing the bond shall be located or have a branch within the City and shall carry the highest grade rating from a major rating company. The City shall be entitled to make a claim on any Surety Bond provided the City in satisfaction of Section 8.2 hereof which expires (either by its terms or because it is nonrenewable) on a date prior to the termination date of an applicable Permit issued pursuant to these Rules at least thirty (30) days prior to the expiry date thereof unless either (i) proof of renewal of such Surety Bond has been furnished to the City's corporation counsel or (ii) a replacement Surety Bond has been approved by the City's corporation counsel prior to such draw date. The City also reserves the right to stop any work related to the carrying out of these Rules until the Surety Bond is furnished.

8.2.3 Right to Require Replacement of Surety Bond. If the financial condition of any Surety Bond issuer issuing a Surety Bond pursuant to Section 8.2 hereof materially and adversely changes, the City may, at any time, require that such Surety Bond be replaced with another Surety Bond consistent with the requirements set forth in this Section 8.2.

8.2.4 Alteration. No Permittee shall materially change or alter the terms or conditions of the Surety Bond referred to herein or replace or cancel said Surety Bond without prior approval of the City's corporation counsel .

8.2.5 No Excuse from Performance. None of the provisions contained herein nor the Surety Bond required herein shall be construed to excuse the faithful performance by a Permittee of the terms and conditions of these Rules and any Permit issued pursuant thereto or limit the liability of the Permittee under these Rules and any Permit issued pursuant thereto for any and all damages in excess of such Surety Bond.

9. SUSPENSION OR REVOCATION OF A PERMIT. Should a Permittee or its Contractors violate the terms of a Permit, of applicable provisions of the Code or these Rules, the



Director may suspend or revoke said Permit or take any other action such officials may deem necessary, including the stopping of work or operations until the violation is corrected to the satisfaction of said official or officials. Failure to correct such violation may lead to revocation of all Permits and to action by the City under Section 10 below. Any delay in suspension or vacation of a Permit for cause shall not constitute a waiver and no Permittee shall be relieved from its obligations under the Code, these Rules or any issued Permits.

**10. REMOVAL OF EQUIPMENT.** Upon revocation, expiration or termination of any Permit, the Permittee, without cost to the City, shall promptly remove or abandon in place, at the option of the Director, Permitted Equipment installed on a City Light Pole, in City Conduit or in the Public Way and restore the same to the satisfaction of the Director. If a Permittee fails to remove Permitted Equipment or restore the City Light Poles, City Conduit or the Public Way within one hundred and twenty (120) days of such revocation, expiration or termination, the Director may have such Permitted Equipment removed at the cost of the Permittee or determine that the Permitted Equipment is now Abandoned Property owned by the City. Each Permittee is responsible for reimbursement of the costs of any such removal. Any delay in revocation or termination of any Permit for cause shall not constitute a waiver and Permittee shall not be relieved from its obligations under the Code, these Rules and any issued Permits.

**11. DAMAGE TO FACILITIES; RESTORATION.** Each Permittee shall exercise due care to avoid damaging City Light Poles, City Conduit or other City Infrastructure or the Public Way or the facilities of Third Parties and assumes all responsibility for any and all loss or damage caused by Permittee and any persons acting on Permittee's behalf. Permittee shall make an immediate report to the City of the occurrence of any damage for which it or any of its agents or Contractors is responsible. At the City's direction, each Permittee shall at its own expense and in a manner approved by the Director, rebuild, restore or repair any portion of the City Light Poles, City Conduit, City Infrastructure or the Public Way disturbed or damaged by such Permittee. If such Permittee fails to perform such restoration or reconstruction to the satisfaction of the Director within the time allotted, then the City may perform such restoration or reconstruction at the cost of the Permittee. The City may also determine to undertake such restoration or reconstruction with its own resources and the Permittee shall pay or reimburse the City for any such costs at the City's standard rates.

**12. TRESPASSING FACILITIES.** Any Equipment of Permittee or any Third Party, whether or not constituting Permitted Equipment, which is installed on a City Light Pole, in City Conduit or in other City Infrastructure or in the Public Way whose specific location is not authorized by a valid Permit or whose Equipment does not conform to what is permitted as Permitted Equipment under these Rules or pursuant to valid Permit or a valid conduit use agreement under Section 5.6 is known as a "Trespassing Facility." Upon discovery of a Trespassing Facility, the City may order immediate removal of such Trespassing Facility, seek damages, or pursue any other remedy under the Code or State law. The City may also provide a grace period for correction of the violation or impose fines as is set forth in the Code.

**13. REMEDIES NONEXCLUSIVE.** The remedies under these Rules are not intended to be exclusive of any other remedies provided or available, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed as a waiver

of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

#### 14. CONFIDENTIALITY OF INFORMATION; UNAUTHORIZED ACCESS

14.1 City Information. All information in any form prepared, assembled provided by the City in connection with these Rules or the use of City Conduit pursuant to a conduit use agreement (“City Information”) is property of the City and is confidential, except as specifically authorized in this Agreement or as may be required by law. Contractor must not allow City Information to be made available to any other individual or organization without the prior written consent of the City. Grantee must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.

14.2. Prohibition Against Publicity. Grantee must not issue any publicity news releases or grant press interviews which reveal City Information, and except as may be required by law, disseminate any information regarding the City Information without the prior written consent of the City’s Chief Information Officer.

14.3. Notice of Subpoenas. If Grantee is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Grantee's possession by reason of this Agreement, Grantee must immediately give notice to the Chief Information Officer and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Grantee, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

14.4. Unauthorized Access. Grantee must: (a) notify the City promptly of any unauthorized possession, use, or knowledge of any City Information by any person which may become known to it, any attempt by any person to gain possession of City Information without authorization or any attempt to use or acquire knowledge of any City Information without authorization (collectively, “Unauthorized Access”), (b) promptly furnish to City full details of the Unauthorized Access and use reasonable efforts to assist the City in investigating or preventing the reoccurrence of any Unauthorized Access (c) cooperate with the City in any litigation and investigation against third parties deemed necessary by the City to protect its proprietary rights, and (d) promptly prevent a reoccurrence of any such Unauthorized Access.

#### 15. SPECIAL CONDITIONS. The special conditions that follow shall apply generally to a Permittee’s performance of its obligations under these Rules.

15.1 No Recourse; Personal Liability. Except as expressly provided in these Rules or by law, no Permittee shall have recourse against the City for any loss, expense, or damage resulting from the terms and conditions of these Rules or any Permit or because of the City’s enforcement thereof nor for the City’s failure to have authority to grant the rights conveyed in these Rules. Each Permittee has relied upon its own investigation and understanding of the power and authority of the City to grant the

Permittee the rights and privileges granted under these Rules and any issued Permits. Neither a Permittee nor any transferee nor any Contractor of Permittee may charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of these Rules or any Permit or because of the City's execution, attempted execution or any breach of these Rules or any Permit. No member, individually or collectively, of the City Council, or agent or employees of the City, incurs or assumes any individual or personal liability by the virtue of these Rules or issuance of any Permit for failure to perform any of the terms hereof or thereof. All such liability of such officials, agents, and employees of the City, unless otherwise required by law, is hereby released as a condition of and in consideration for the issuance of a Permit.

15.2 Compliance With Applicable Laws. In addition to satisfying these Rules, each Permittee during installation, operation, and maintenance of its Permitted Equipment on City Light Poles, in City Conduit or in the Public Way, shall comply with all Laws, including applicable laws and regulations of the United States of America and its agencies (including, but not limited to the regulations and standards of the Federal Occupational Safety and Health Administration), the State, all applicable ordinances and executive orders of the City, and such laws shall be considered part of these Rules as though set forth herein.

15.3 Compliance with Environmental Laws. Each Permittee shall comply with all Laws relating to environmental matters, including without limitation those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of Hazardous Materials, special wastes or other contaminants including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), the Hazardous Material Transportation Act (42 U.S.C. § 1801 *et seq.*), the Resource Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act of 1986 (15 U.S.C. § 2601 *et seq.*), the Safe Drinking Water Act (42 U.S.C. § 300f), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*), the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*) and applicable provisions of the Code (including but not limited to Sections 7-28-390, 7-28-440, and sections 1410, 1420, 1450, 1500, 1530, 1550, and 1560 of Chapter 11-4), each as amended or supplemented, and any analogous future or present State or federal statutes, rules and regulations promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule, regulation, permit, or permit condition, order, or directive regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials or by the federal government, any State or any political subdivision thereof, or any agency, court, or body of the federal government, any State, or any political subdivision thereof exercising executive, legislative, judicial, regulatory, or administrative functions (collectively “Environmental Laws”).

15.3.1 Noncompliance. If a Permittee fails to comply with any of the above-referenced Environmental Laws, the City may terminate all Permits in accordance with the termination and/or revocation provisions of these Rules.

15.3.2 Definitions. For purposes of this Provision, the following definitions shall apply:

(a)“Hazardous Materials” means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCB’s) petroleum or crude oil or any fraction thereof, natural gas, special nuclear materials; and by product materials regulated under the Atomic Energy Act (42 U.S.C. § 2011 *et seq.*), pesticides regulated under the Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. § 136 *et seq.*) and any hazardous waste, toxic or dangerous substance or related material, including any material defined or treated as “hazardous substance,” “hazardous waste,” “toxic substance,” or contaminant (or comparable term) under any of the Environmental Laws.

(b)“Special Wastes” means those substances as defined in Section 415 ILCS 5/3.45 of the Illinois Environmental Protection Act, and as further referred to in Section 809.13 of 35 Illinois Code, Subtitle G, ch.1.

IN ADDITION TO THE FOREGOING, ALL PERMITS ISSUED UNDER THESE RULES AND ALL CONDUIT USE AGREEMENTS EXECUTED PURSUANT TO SECTION 5.6 SHALL BE DEEMED TO INCORPORATE THE PROVISIONS OF PARAGRAPHS 8A THROUGH 8G OF THE RULES RELATED TO CHAPTER 10-30 OF THE CODE FOR OPENINGS, CONSTRUCTION AND REPAIRS OF THE PUBLIC WAY RELATING TO ENVIRONMENTAL PERMITS AND 3C2, 3C3 AND 3C4 OF THOSE SAME RULES RELATING TO ADDITIONAL SPECIAL PERMITS BASED ON CERTAIN LOCATIONS, EACH AS IF FULLY SET FORTH THEREIN.

16. GENERAL PROVISIONS. The Provisions which follow shall apply generally to the obligations of the parties under these Rules.

16.1 Advertising, Signs, or Extraneous Markings. No Permittee shall place or cause to be placed any sort of signs, advertisements, or other extraneous markings, whether relating to Permittee or any other person or entity, on any Permitted Equipment located on City Light Poles, City Conduit or in the Public Way, excepting such labels, numbers, or other marks on the Permitted Equipment as are reasonably necessary to identify the Permitted Equipment or Permittee for service, repair, maintenance, or emergency purposes, or as may be otherwise required to be affixed by applicable law or regulation. All such markings shall be approved in advance as to form and size by the City.

16.2 Contacting Permittee. Each Permittee shall be available to and shall provide appropriate telephone numbers with its Application for the staff employees of any City department having jurisdiction over such Permittee’s activities twenty-four (24) hours a day, seven (7) days a week, every day of the year without exception, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment.

16.3 Descriptive Headings. Section headings are descriptive and used merely for the purpose of organization and, where inconsistent with the text, are to be disregarded.

16.4 Exhibits. All exhibits referred to in these Rules and any addenda, attachments, and schedules which may from time to time be referred to in any

amendment to these Rules are by such reference incorporated in these Rules and shall be deemed a part of these Rules.

17. **WORKER QUALIFICATIONS; RESPONSIBILITY FOR AGENTS AND CONTRACTORS.** Permittee shall ensure that its workers and, to the extent that either may employ agents or contractors, those agents' or contractors' workers are adequately trained and skilled to access City Light Poles in accordance with all Laws and applicable industry and governmental standards and regulations. All individuals installing, repairing, or servicing Equipment, including Approved and Permitted Equipment, on City Light Poles for the Permittee are required to have successfully completed or are actively participating in an apprenticeship and training program for outside electrical work which is approved by and registered with (a) the United States Department of Labor Office of Apprenticeship, (b) a Standards Recognition Entity recognized by the United States Department of Labor for an Industry-Recognized Apprenticeship Program, or (c) a State Apprenticeship Agency applying at least the same minimum standards as a United States Department of Labor Apprenticeship Program, and which is applicable to any outside electrical work to be performed by the Permittee. CDOT may deny access to its City Light Poles to any such worker who is not so qualified or does not act in a safe and professional manner when accessing any City Light Pole. In such event, Permittee shall take such reasonable and necessary action so as to ensure that such worker does not continue to access City Light Poles on Permittee's behalf unless such worker is qualified or becomes qualified to CDOT's reasonable satisfaction. In no event, however, shall a party be liable or otherwise responsible for the competence or conduct of the other party's workers or those of the other party's agents or contractors.

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***Exhibits:***

***Exhibit A Form of Application and Installation Documents to be Submitted with Application***

***Exhibit B Form of Approval Letter***

***Exhibit C Form of Letter of Credit***

***Schedules***

***Schedule 1 Description of Airport Property and Maps***

**Exhibit A**

**Form of Application and Installation Documents to be submitted with Application**

**Form of Application**

**CITY OF CHICAGO**  
**Department of Business and Information Services**  
**50 West Washington**  
**Room 2700**

**Chicago, Illinois 60602**

**Phone: 312-744-5844 Fax: 312-744-9004**

**Date Submitted: \_\_\_\_/\_\_\_\_/\_\_\_\_**

**APPLICATION FOR EQUIPMENT ON CITY LIGHT POLES**

***Applicant Information:***

NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ FAX NO: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ PH: \_\_\_\_\_  
Job Representative or Applicant: \_\_\_\_\_

***Please check all that apply (please see attached instructions):***

**Phase One:**

- \_\_\_\_\_ Equipment Diagram (attached)
- \_\_\_\_\_ Installation Unit and Mounting Diagram (attached)
- \_\_\_\_\_ Description of Services (attached)
- \_\_\_\_\_ If a wholesaler, a letter of intent from or contract with proposed customers (attached)
- \_\_\_\_\_ List of proposed locations with GPS coordinants (attached )
- \_\_\_\_\_ Statement of Need (attached)
- \_\_\_\_\_ Request for Use of City Conduit (attached)
- \_\_\_\_\_ Certification of FCC Compliance (attached)
- \_\_\_\_\_ Request for Special Approvals (attached)
- \_\_\_\_\_ Other:



**Phase Two (to be submitted after design approval):**

- \_\_\_\_\_ Detailed Engineering Drawings
- \_\_\_\_\_ Detailed Structural Analysis
- \_\_\_\_\_ Identification of locations with vaulted sidewalks
- \_\_\_\_\_ Request for Use of City Conduit (if changed from Phase I) (attached)
- \_\_\_\_\_ Other:

**Installation Documents Description**

**I. Phase I: Design Approval**

The following documents should be submitted together with the Application:

- 1. Equipment Diagram:** The Equipment diagram submitted with an Application must include:
  - a. The dimensions of each Equipment component, including the omni antenna, each directional antenna, and each Equipment box and its area of displacement (displacement equals 0.2 X pole circumference X the attached Equipment height, with pole circumference calculated at the center of the attached Equipment mounting height) where it attaches to the City Light Pole and prevents other uses,
  - b. The volume of each Equipment box and the total volume for the Installation Unit,
  - c. The weight of each Equipment box and the total weight of the Installation Unit,
  - d. The type and size of the antennas and antenna panels,
  - e. The type and size of the cable
  - f. The quantity of cable to be used
  - g. The type of material and paint to be used.



2. **Installation Unit and Mounting Diagram:** A diagram showing the Installation Unit mounted on a Light Pole must include:
  - a. The mounting method
  - b. The type of mounting equipment and/or banding
  - c. the surface area and interior volume of each type of Light Pole being covered or displaced by Equipment.
3. **Bona Fide Customer** If applicant is a wholesaler of Services, evidence of a signed contract or specific letter of commitment or similar arrangement from a bona fide customer consistent with the rules. Such document must be no older than sixty (60) days from the date of submittal of the Application and should indicate that such customer is negotiating or has agreed to use the Services related to the use of City Light Poles in the geographical area of the City of Chicago for which Permits are being sought. It is acceptable if such commitment is conditioned on the requisite Permits being obtained from the City.
4. **Proposed Locations.** A GIS/GPS location spreadsheet listing the proposed location or locations of each City Light Pole on which an Installation Unit or Equipment is to be installed, if known. Such spreadsheet may indicate phases based on timing of installation or geographic area. Such spreadsheet shall meet the requirements and formats set forth in the then-current version of the City's written electronic repository data collection standards for underground utilities and/or City Light Poles.
5. **Statement of Need.** A certification by an authorized officer and/or certified engineer of applicant stating that the applicant has attempted in good faith to design or install its Network using third party property or poles located in alleys in the City and the reasons why such design is impractical, inadequate or infeasible for commercial or technical reasons. or that necessary consent from the owners of such property or poles could not be obtained. If the use of Traffic Signal Poles is requested, then such statement should also explain why the installation of the Network would be inadequate, impractical or infeasible without the use of such Traffic Signal Poles. To the extent possible, applicant should include supporting material for this statement such as correspondence relating to the rejection of essential site locations from third party owners and engineering studies showing why the particular design of applicant network requires the use of traffic signal poles.
6. **Request for Special Approvals.** To the extent applicant is seeking a variation from the standards set forth in paragraph 2 of this Exhibit or elsewhere in the Rules governing the use of City Light Poles, applicant should provide a statement of special need as why such variation is necessary, together with engineering wind load studies or certifications and other supporting documentation showing that such variation would be safe and would meet all other City requirements set forth in the Rules. If applicant is seeking the use of Replacement Poles, a statement from an engineer or a qualified officer of Permittee is needed explaining why existing City

Light Poles are inadequate for Permittee's Equipment and there are no other commercially reasonable alternatives.

7. **Notification of Anticipated Request for Use of City Conduit (if applicable).** Notification should be provided if applicant anticipates seeking to interconnect its Equipment to electric power and telecommunications systems using City Conduits. To the extent that City Conduits are not being requested for use, the applicant should include a statement as to how the Equipment would be provided with power and telecommunications equipment (e.g. use of third party conduit) and how much street construction is expected to be necessary, if any.
8. **Safety Certifications.** (a) A certification by a qualified officer or engineer of Permittee that all Equipment and Installation Units, when installed on City Light Poles, comply and shall continue to comply (or shall be modified to comply) with all applicable safety standards of the FCC regarding permissible levels of radio frequency exposure and radiation as regards the public; and (b) a certification by a qualified and licensed safety expert that the proposed Installation Units, including, but not limited to, the type and strength of materials used for mounting and banding is and will be safe for installation on a City Light Pole and will not constitute a hazard to the public
9. **Design Capacity.** A description of the design capacity of the Equipment and the Services to be provided through the Equipment, including information the wavelengths being covered, the number of carriers the Equipment can support, the technology being used and a diagram showing the anticipated coverage from each antenna Installation Unit.

## **II. Phase II: Site Approval**

The following documents will be submitted following approval of Approved Equipment (unless previously submitted as part of Phase I).

1. **Detailed Engineering Drawings.** Applicant shall submit detailed engineering drawings for each proposed site which will show:
  - (a) the height of the Equipment on the City Light Pole, once mounted;
  - (b) the exact proposed mounting location on each City Light Pole.
  - (c) the proposed configurations of such Equipment on each City Light Pole as mounted.
2. **Detailed Structural Analysis; Engineer's Certification:** A detailed structural analysis performed and stamped by an Illinois licensed structural engineer must be submitted for each proposed Installation Unit (unless waived in writing through special approval in the Approval Letter by the City because the nature of the Equipment makes such a study unnecessary for the safety of the public and the soundness of the City Light Poles). Additionally, a certification by a registered certified engineer certifying that, unless special approval is being sought as described

above in paragraph 7 in Phase I above, the following restrictions have been met as to all Installation Units:

*f* No portion of any Permitted Equipment will be mounted less than 10 feet above the top of grade adjacent to the City Light Pole.

- The stresses generated by the additional Installation Unit do not exceed sixty-seven per cent (67% or 2/3) of the maximum allowable stresses as set forth by the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 4<sup>th</sup> Edition (2001), with 2002 and 2003 Interims.
- The weight of any installation unit of combination thereof may in no event exceed 500 pounds. No Equipment box may exceed 250 pounds.
- The pole and the foundation of each City Light Pole for which a Permit is being sought are in satisfactory condition to sustain the allowable stresses generated by the additional Installation Unit.

2. **Vaulted Sidewalk Report.** A report as to the presence of any vaulted sidewalks in any proposed location, together with specific plans and steps Permittee proposes to take in compliance with the Code during construction and installation of its Equipment to minimize or eliminate risk of damage to such vaulted sidewalk and to any potentially affected City property or Third Party Property.
3. **Request for Use of City Conduit (if applicable).** Such Requests shall include location of such city conduits and a statement of the volume in each such conduit which is being requested. To the extent that city conduits are not being requested for use, the applicant should include a statement as to how the Equipment would be provided with power and telecommunications equipment (e.g. use of third party conduit) and how much street construction would be necessary, if any.
4. **Replacement Poles (if applicable).** Special and other information is required in regard to Replacement Pole requests and reference is made to the Rules for a fuller description of such requirements.

**Exhibit B**  
**Form of Approval Letter**

**Applicant Name**

**Applicant Address**

**[Date]**

**RE:   Approval Letter for [Name of Applicant]**

Dear Sir or Madam:

The City of Chicago (“City”) has received your request to mount telecommunications equipment (“Equipment”) on City light and traffic signal poles (“City Light Poles”). After reviewing your proposed Equipment specifications and City Light Pole locations, the City approves the following:

**EQUIPMENT**

The City approves the proposed Equipment and Installation Unit(s) with the following modifications (additional sheets attached as necessary):

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The City denies the following proposed Equipment and Installation Unit(s):

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**CITY LIGHT POLE LOCATIONS**

**I.           Approved:** The City approves the following proposed City Light Poles (additional sheets attached as necessary):

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**II. Denied:** The City denies the request to mount Equipment on the following City Light Poles (additional sheets attached as necessary):

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**III. Alternative Locations:** The City approves the mounting of Equipment on the following alternative City Light Poles (additional sheets attached as necessary):

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**SPECIAL APPROVALS**

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This letter does not relieve you of the obligation to comply with all applicable rules and obtain all applicable permits pursuant to Chapter 10 of the Municipal Code, except as specifically noted above. By issuing this letter, the City does not assume liability for any failure to abide by federal, state, or local requirements. You must attach this letter to your Permit application.

If you have any questions, please contact Steve Philbrick, First Deputy, Chicago Department of Business and Information Services, at 312-744-4975.

Sincerely,

The Department of Business and Information Services

By: \_\_\_\_\_

\_\_\_\_\_ Date

*Exhibit C*  
*Form of Letter of Credit*

**Required Form Of Letter Of Credit For Chapter 10-29 Permittee Using City Light Poles**

IRREVOCABLE STANDBY LETTER OF CREDIT

[Date]

APPLICANT

City of Chicago

[name of permittee]

c/o Office of Emergency Management

and Communications

Office of the Executive Director

1411 West Madison Street

Chicago, Illinois 60614

Gentlemen:

We hereby issue Irrevocable Standby Letter of Credit No. \_\_\_\_\_ ("Credit") in favor of the City of Chicago for the account of \_\_\_\_\_ [name of permittee] up to the aggregate amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), effective immediately. This Credit is issued, presentable and payable at our offices at \_\_\_\_\_, Attention: \_\_\_\_\_, and expires at \_\_\_\_ Chicago time on \_\_\_\_\_ [date, at least 3 years from Dec. 31 of current year].

Funds under this Credit are available to you against your notarized sight drafts for any sum or sums not exceeding a total of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) drawn on us mentioning the Credit by number and signed by the Commissioner of Transportation of the City of Chicago or the City Comptroller of the City of Chicago (whether acting or actual). Funds drawn under this Credit shall be paid, at the option of the City either (i) in the form of a check made payable to "City of Chicago" and sent by overnight delivery to the City of Chicago at the address listed above or (ii) by wire transfer to ..

Partial and multiple drawings are permitted.

This Credit sets forth in full the terms of our undertaking, and may be amended only by a written amendment signed by us and by the beneficiary.

Our obligations hereunder are primary obligations to the City of Chicago. We hereby engage with you we will honor drafts drawn and presented under and in compliance with the terms of this Credit.

The expiry of this Credit will be deemed to be automatically extended without amendment for one year from the expiry date hereof, or any future expiration date, unless at least 30 days before the most imminent anniversary of the date of issuance of this Credit, we notify the Commissioner of Transportation of the City of Chicago, at the address listed above, by overnight delivery service or courier that we will not extend the expiry of this Credit for any such additional period.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500, 1993 revision ("UCP") and to the Uniform Commercial Code - Letters of Credit, 810 ILCS 5/5-101 *et seq.*, as amended, as in effect in the State of Illinois ("UCC"). To the extent the provisions of the UCP and the UCC conflict, the provisions of the UCC shall control.

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Name of Issuing Institution

By: \_\_\_\_\_

(signature)

Name:

Title:

## *Schedule 1*

### *Description of Airport Property and Maps*

“Airport Property” means (i) the area commonly known as “O’Hare Airport,” which is generally described as the land and property within the following boundaries (as such boundaries may be modified by the City from time to time): Start at the intersection of Higgins Road and Mannheim Avenue; proceed south on Mannheim Avenue to Zemke Street; proceed east on Zemke Street to the Canadian National Railroad right-of way; proceed south-east along the railroad right-of-way to the border of I-294 (Tri-State); proceed southwest along I-294 to Irving Park Road; proceed west on Irving Park Road to York Road; proceed north on York Road to Dean Street and the railroad curve; proceed north-east along the railroad right-of-way to Touhy Avenue; proceed east on Touhy Avenue to the Northwest Tollway; proceed south-east along the Northwest Tollway to Lee Street; proceed south on Lee Street to Higgins Road; proceed on Higgins Road to the start point; and (ii) the area commonly known as “Midway Airport,” which is generally described as the land and property within the following boundaries (as such boundaries may be modified by the City from time to time): Start at the intersection of Laramie Avenue and 55<sup>th</sup> Street; proceed north on Laramie Avenue to the Beltline Railroad right-of-way; proceed east along the Beltline Railroad right-of-way to south Kilpatrick Street; proceed south along south Kilpatrick Street (including portion of south Kilpatrick Street which has been vacated by the City) to 59<sup>th</sup> Street; proceed west on 59<sup>th</sup> Street to Cicero Avenue; proceed south on Cicero Avenue to 63<sup>rd</sup> Street; proceed west along 63<sup>rd</sup> street to Central Avenue; proceed north on Central Avenue to 55<sup>th</sup> Street; proceed east on 55<sup>th</sup> Street to starting point. The above street segment descriptions shall be deemed to include both sides of the streets as Airport Property, unless otherwise indicated.

The Rules do not apply to any Airport Property.



Figure 1

O'Hare Airport Property





Figure 2

Midway Airport Property

