

Contracts and Agreements Cover Page

Year: 2008 **Legistar File ID #:** 2009-0010

Multi Year: **Amount:**

Contract Type: Right of Way Agreement

Contractor's Name: AT&T

Contractor AKA:

Start Date: 2008

End Date: 2010

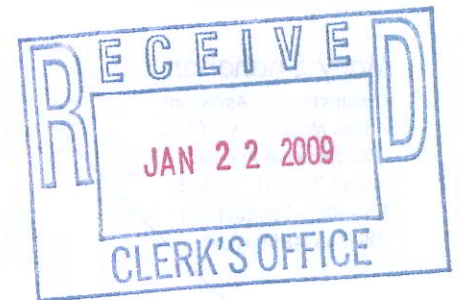
Renewal Date:

Department: Public Works/Village Manager's Office

Department Contact: Bill Cunningham

Contract Description: Use of right-of-way for installation of VRAD cabinets

Notes:





Marc D. Blakeman
Regional Vice President
External Affairs

AT&T Illinois
225 West Randolph Street
Floor 27B
Chicago, Illinois 60606

T: 312.727.4221
F: 312.727.3722
mb3878@att.com
www.att.com

December 18, 2008

Mr. Paul Grimes
Village Manager
Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462

Dear Mr. Grimes:

AT&T Illinois ("AT&T") is in the process of installing facilities in the public rights-of-way ("ROW"), as that term is defined in the Cable and Video Competition Law of 2007, 220 ILCS §21-201(q), within the Village of Orland Park, Illinois (the "Village") in connection with AT&T's network upgrade, known as Project Lightspeed. As part of this upgrade process, AT&T remains committed to working with the Village pertaining to the screening, landscaping and maintenance of the screening and landscaping of its facilities referenced herein.

In furtherance of this commitment, AT&T hereby agrees to be bound by the terms contained in this letter (hereafter referred to as the "Agreement"). AT&T shall make a payment to the Village of One Thousand Five Hundred Dollars (\$1,500.00) (a "Payment") for the screening, landscaping and maintenance of the screening and landscaping of each separate Video-Ready Access Device ("VRAD") located on private utility easements (as set forth in Exhibit A) and in the ROW (as set forth in Exhibit B) of the Village ("AT&T's Facilities"). The Payments shall be used by the Village for screening, landscaping and maintenance of the screening and landscaping related to AT&T's Facilities following the restoration of the construction area after the installation of the VRAD cabinet by AT&T at its expense, subject to the following terms:

1. The Village shall assume all responsibilities, including all costs, expenses and liabilities, related to the screening and landscaping of AT&T's Facilities within the Village. In fulfilling these responsibilities, the Village shall comply with the applicable land use and safety regulations including, but not limited to, the Illinois Underground Utilities Facilities Damage Prevention Act, 220 ILCS 50/1 *et seq.* and the Village shall reserve a four (4) foot set-back from all four sides of every VRAD cabinet, upon which no landscaping or obstruction will be placed, such that every VRAD cabinet may be easily accessed by AT&T; provided, however, the aforementioned set-back reserve may be waived by AT&T on a case by case basis upon the written request of the Village where access to the cabinet is otherwise easily obtained. In such instances, the AT&T waiver shall not be unreasonably withheld.
2. Except for its responsibility to make the Payments and restore the construction area following the installation of the VRAD cabinet, AT&T shall not be responsible for any costs, expenses or liabilities related to the screening and landscaping or the ongoing maintenance of the screening and landscaping of AT&T's Facilities within the Village.

3. As long as this Agreement remains in effect, AT&T's Facilities shall not be subject to any applicable Village Code provisions regarding screening, landscaping, maintenance or security requirements related to the screening, landscaping and maintenance including, but not limited to, the posting of a bond, letter of credit or the establishment of an escrow account. The Agreement is not intended to apply to facilities, equipment or cabinets that are not AT&T Facilities.
4. AT&T asserts that any payment obligations, including bond, letter of credit or escrow account requirements, imposed by the Village in relation to AT&T's Facilities are inconsistent with applicable law, including the Cable and Video Competition Law of 2007, 220 ILCS 5/21-100 *et seq.*, the Telecommunications Infrastructure Maintenance Fee Act, 35 ILCS 635/1 *et seq.* or the Telephone Company Act, 220 ILCS 65/1 *et seq.* However, despite AT&T's assertion, AT&T will make this payment voluntarily under the conditions described above. As to other municipalities, AT&T reserves the right to challenge any such similar payment requirement.

This Agreement shall remain in effect through the year 2010 or until the AT&T Facilities are installed (which ever occurs first); provided, however, it shall be understood that the Village's obligation to secure and maintain the screening and landscaping as set forth herein above shall not be imposed on AT&T, its agents or contractors and shall remain the responsibility of the Village after the effective year referred to in this paragraph. Please express your concurrence and acceptance of the terms of this Agreement by signing below.

Sincerely,



Marc D. Blakeman
Regional Vice President, External Affairs

AGREED TO AND ACCEPTED:

VILLAGE OF ORLAND PARK

By: 

Name: ___ Paul Grimes ___

Title: ___ Village Manager ___

Option 1: We do site visits with the village and determine which sites will require landscaping and AT&T will put those sites out to bid with one of our landscaping contractors. AT&T will pay for the cost of landscaping and be responsible for the first three waterings and then the responsibility of on-going maintenance would be on the village. The plant material will be guaranteed for one year, provided the village adequately maintains the vegetation.

Option 2: We do site visits with the village and determine which sites will require landscaping and AT&T will provide the village of a stipend of \$2000 per site. The village will assume all responsibility for the installation and on-going maintenance of those sites. The village is not obligated to landscape ANY sites but to the extent it is determined screening is needed, this money would be used for that purpose. AT&T will restore all sites to original condition (clean site, return to grade, fresh top soil, new grass seed, etc.) unless dictated not to by the village.

Option 3: No site visits are conducted. AT&T will provide the village a stipend of \$1500 for each box constructed in the municipality's right of way, whether screening will be needed or not. The village will assume all responsibility for the installation and on-going maintenance of those sites. The village is not obligated to landscape ANY sites but to the extent it is determined screening is needed, this fund would be used for that purpose. AT&T will restore all sites to original condition (clean site, return to grade, fresh top soil, new grass seed, etc.)

AT & T PERMIT APPLICATIONS

PRIVATE PROPERTY

PERMIT #	LOCATION
5797601	Orlan Brook Drive near 159 th Street
5809814	157 th Street – West of Deerfield Court
5896037	77 th Avenue near 158 th Court
5920053	153 rd Street (9820)
6035998	Concord Drive & 143 rd Street
6243733	Uxbridge & Camden, also 82 nd Avenue
6246735	153 rd Street & El Cameno Re'al
6251444	Catalina Drive & Aubrieta Lane
5887151	143 rd Street - East & West of 85 th Avenue
5954438	North ROW of 94 th Avenue
6022978	139 th Street & Wolf Road
6240821	151 st Street & Windsor Drive
6240834	153 rd Street & Treetop Drive
6243737	Cashew Drive, 77 th Avenue to Larkspur
6243749	151 st Street & Orlan Brook Drive
6243932	Sherwood Drive & 88 th Avenue
6248414	151 st Street & Sunset Ridge Drive
6248368	151 st Street & 88 th Avenue
6027685	94 th Avenue (John Humphrey Drive) 142 nd Street
6240830	Lakeview Drive & Orland Court
6243762	7801 Wheeler Drive
6244428	88 th Avenue & 143 rd Street
6246753	Will-Cook Road/Long Run Drive
6248403	151 st Street between Quail Hollow Drive & Orlan Brook
6255029	159 th Street & Route 45
6409862	147 th Street & Ravinia Avenue
6409874	John Humphrey Drive
6409876	John Humphrey Drive
6409878	151 st Street & Regent Drive
6256405	88 th Avenue & 159 th Street
5822883	143 rd Street – West of Creekside Drive
5908085	167 th Street & 104 th Avenue – Southwest Corner
6206709	131 st Street & LaGrange Road
6240806	135 th Street near 88 th Avenue
6240848	159 th Street & 108 th Avenue
6243726	82 nd Avenue & Forestview
6249361	16040 Boardwalk Lane
6249386	159 th Street & LaGrange Road
6272048	143 rd Street & Crystal Tree Drive
5797593	151 st Street - West of 82 nd Avenue

VILLAGE ROW

PERMIT

LOCATION

5778973	Orland Court & Lakeview Drive
5856128	108 th Avenue near Jillian Road
6228858	West Avenue between 143 rd Street & 143 rd Place to 144 th
6243911	Parkhill Drive & 159 th Street
6244405	94 th Avenue between Birch & Fairway
6246710	Meade Street, Orange Avenue
6250574	South side of 159 th Street to 8701 West 159 th Street
6409861	151 st Street & Ravinia Avenue
6251461	153 rd Street & 73 rd Avenue
6409863	144 th Place & Ravinia Avenue
6409891	86 th Avenue Biltmore Drive

COUNTY & STATE ROW

PERMIT

LOCATION

5778968

151st Street (11700)

6240815

135th Street & 85th Avenue

6240801

9150 West 135th Street

5894860

82nd Avenue – North of 138th Place

6240842

108th Avenue

6246727

Wolf Road

Im 10/21/08

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