



Rep. Jay Hoffman

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10000HB0535ham001

LRB100 03783 AWJ 23604 a

1 AMENDMENT TO HOUSE BILL 535

2 AMENDMENT NO. _____. Amend House Bill 535 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Counties Code is amended by changing
5 Section 5-1096 as follows:

6 (55 ILCS 5/5-1096) (from Ch. 34, par. 5-1096)

7 Sec. 5-1096. Community antenna television systems;
8 interference with and payment for access.

9 (a) In any instance in which a county has granted a
10 franchise to any community antenna television company to
11 construct, operate or maintain a cable television system within
12 a designated franchise area, no property owner, condominium
13 association, managing agent, lessee or other person in
14 possession or control of any residential building located
15 within such designated franchise area shall forbid or prevent
16 any occupant, tenant or lessee of any such building from

1 receiving cable television service from such franchisee, nor
2 demand or accept payment from any such occupant, tenant or
3 lessee in any form as a condition of permitting the
4 installation of cable television facilities or the maintenance
5 of cable television service in any such building or any portion
6 thereof occupied or leased by such occupant, tenant or lessee,
7 nor shall any such property owner, condominium association,
8 managing agent, lessee or other person discriminate in rental
9 charges or otherwise against any occupant, tenant or lessee
10 receiving cable service; provided, however, that the owner of
11 such building may require, in exchange and as compensation for
12 permitting the installation of cable television facilities
13 within and upon such building, the payment of just compensation
14 to be paid by the cable television franchisee which provides
15 such cable television service, said sum to be determined in
16 accordance with the provisions of subparagraphs (c) and (d)
17 hereof, and provided further that the cable television
18 franchisee installing such cable television facilities shall
19 agree to indemnify the owner of such building for any damage
20 caused by the installation, operation or removal of such cable
21 television facilities and service.

22 No community antenna television company shall install
23 cable television facilities within a residential building
24 pursuant to this subparagraph (a) unless an occupant, tenant or
25 lessee of such residential building requests the delivery of
26 cable television services.

1 (b) In any instance in which a county has granted a
2 franchise to any community antenna television company to
3 construct, operate or maintain a cable television system within
4 a designated franchise area, no property owner, condominium
5 association, managing agent, lessee or other person in
6 possession and control of any improved or unimproved real
7 estate located within such designated franchise area shall
8 forbid or prevent such cable television franchisee from
9 entering upon such real estate for the purpose of and in
10 connection with the construction or installation of such cable
11 television system and cable television facilities, nor shall
12 any such property owner, condominium association, managing
13 agent, lessee or other person in possession or control of such
14 real estate forbid or prevent such cable television franchisee
15 from constructing or installing upon, beneath or over such real
16 estate, including any buildings or other structures located
17 thereon, hardware, cable, equipment, materials or other cable
18 television facilities utilized by such cable franchisee in the
19 construction and installation of such cable television system;
20 provided, however, that the owner of any such real estate may
21 require, in exchange and as compensation for permitting the
22 construction or installation of cable television facilities
23 upon, beneath or over such real estate, the payment of just
24 compensation by the cable television franchisee which provides
25 such cable television service, said sum to be determined in
26 accordance with the provisions of subparagraphs (c) and (d)

1 hereof, and provided further that the cable television
2 franchisee constructing or installing such cable television
3 facilities shall agree to indemnify the owner of such real
4 estate for any damage caused by the installation, operation or
5 removal of such cable television facilities and service.

6 (c) In any instance in which the owner of a residential
7 building or the owner of improved or unimproved real estate
8 intends to require the payment of just compensation in excess
9 of \$1 in exchange for permitting the installation of cable
10 television facilities in and upon such building, or upon,
11 beneath or over such real estate, the owner shall serve written
12 notice thereof upon the cable television franchisee. Any such
13 notice shall be served within 20 days of the date on which such
14 owner is notified of the cable television franchisee's
15 intention to construct or install cable television facilities
16 in and upon such building, or upon, beneath or over such real
17 estate. Unless timely notice as herein provided is given by the
18 owner to the cable television franchisee, it will be
19 conclusively presumed that the owner of any such building or
20 real estate does not claim or intend to require a payment of
21 more than \$1 in exchange and as just compensation for
22 permitting the installation of cable television facilities
23 within and upon such building, or upon, beneath or over such
24 real estate. In any instance in which a cable television
25 franchisee intends to install cable television facilities as
26 herein provided, written notice of such intention shall be sent

1 by the cable television franchisee to the property owner or to
2 such person, association or managing agent as shall have been
3 appointed or otherwise designated to manage or operate the
4 property. Such notice shall include the address of the
5 property, the name of the cable television franchisee, and
6 information as to the time within which the owner may give
7 notice, demand payment as just compensation and initiate legal
8 proceedings as provided in this subparagraph (c) and
9 subparagraph (d). In any instance in which a community antenna
10 television company intends to install cable television
11 facilities within a residential building containing 12 or more
12 residential units or upon, beneath, or over real estate that is
13 used as a site for 12 or more manufactured housing units, 12 or
14 more mobile homes, or a combination of 12 or more manufactured
15 housing units and mobile homes, the written notice shall
16 further provide that the property owner may require that the
17 community antenna television company submit to the owner
18 written plans identifying the manner in which cable television
19 facilities are to be installed, including the proposed location
20 of coaxial cable. Approval of those plans by the property owner
21 shall not be unreasonably withheld and the owners' consent to
22 and approval of those plans shall be presumed unless, within 30
23 days after receipt thereof, or in the case of a condominium
24 association, 90 days after receipt thereof, the property owner
25 identifies in writing the specific manner in which those plans
26 deviate from generally accepted construction or safety

1 standards, and unless the property owner contemporaneously
2 submits an alternative construction plan providing for the
3 installation of cable television facilities in an economically
4 feasible manner. The community antenna television company may
5 proceed with the plans originally submitted if an alternative
6 plan is not submitted by the property owner within 30 days, or
7 in the case of a condominium association, 90 days, or if an
8 alternative plan submitted by the property owner fails to
9 comply with generally accepted construction and safety
10 standards or does not provide for the installation of cable
11 television facilities in an economically feasible manner. For
12 purposes of this subsection, "mobile home" and "manufactured
13 housing unit" have the same meaning as in the Illinois
14 Manufactured Housing and Mobile Home Safety Act.

15 (d) Any owner of a residential building described in
16 subparagraph (a), and any owner of improved or unimproved real
17 estate described in subparagraph (b), who shall have given
18 timely written notice to the cable television franchisee as
19 provided in subparagraph (c), may assert a claim for just
20 compensation in excess of \$1 for permitting the installation of
21 cable television facilities within and upon such building, or
22 upon, beneath or over such real estate. Within 30 days after
23 notice has been given in accordance with subparagraph (c), the
24 owner shall advise the cable television franchisee in writing
25 of the amount claimed as just compensation. If within 60 days
26 after the receipt of the owner's claim, the cable television

1 franchisee has not agreed to pay the amount claimed or some
2 other amount acceptable to the owner, the owner may bring suit
3 to enforce such claim for just compensation in any court of
4 competent jurisdiction and, upon timely demand, may require
5 that the amount of just compensation be determined by a jury.
6 Any such action shall be commenced within 6 months of the
7 notice given by the cable television franchisee pursuant to
8 subparagraph (c) hereof. In any action brought to determine
9 such amount, the owner may submit evidence of a decrease in the
10 fair market value of the property occasioned by the
11 installation or location of the cable on the property, that the
12 owner has a specific alternative use for the space occupied by
13 cable television facilities, the loss of which will result in a
14 monetary loss to the owner, or that installation of cable
15 television facilities within and upon such building or upon,
16 beneath or over such real estate otherwise substantially
17 interferes with the use and occupancy of such building to an
18 extent which causes a decrease in the fair market value of such
19 building or real estate.

20 (e) Neither the giving of a notice by the owner under
21 subparagraph (c), nor the assertion of a specific claim, nor
22 the initiation of legal action to enforce such claim, as
23 provided under subparagraph (d), shall delay or impair the
24 right of the cable television franchisee to construct or
25 install cable television facilities and maintain cable
26 television services within or upon any building described in

1 subparagraph (a) or upon, beneath or over real estate described
2 in subparagraph (b).

3 (f) Notwithstanding the foregoing, no community antenna
4 television company shall enter upon or cross any real estate or
5 rights of way in the possession or control of any public
6 utility, railroad or owner or operator of an oil, petroleum
7 product, chemical or gas pipeline to install or remove cable
8 television facilities or to provide underground maintenance or
9 repair services with respect thereto, prior to delivery to the
10 public utility, railroad or pipeline owner or operator of
11 written notice of intent to enter, install, maintain, cross, or
12 remove. For the purposes of this subsection (f), and only in
13 the case of real estate or rights-of-way in possession of or in
14 control of a railroad, "crossing" or "cross" means the
15 construction, operation, repair, or maintenance of a wire,
16 cable, fiber, conduit, or related facilities that are at,
17 above, or below grade and crosses in a manner which runs
18 generally perpendicular to the railroad tracks or railroad
19 right-of-way. No entry or crossing shall be made until at least
20 30 ~~15~~ business days after receipt of such written notice. Such
21 written notice, which shall be delivered to the registered
22 agent of such public utility, railroad or pipeline owner or
23 operator shall include the following information:

24 (i) The date of the proposed installation,
25 maintenance, repair, crossing, or removal and projected
26 length of time required to complete such installation,

1 maintenance, repair or removal;

2 (ii) The manner and method of, and the detailed design
3 and construction plans that conform to the applicable
4 American Railway Engineering and Maintenance-of-Way
5 Association standards for, such installation, maintenance,
6 repair, crossing, or removal;

7 (iii) The location of the proposed entry and path of
8 cable television facilities proposed to be placed,
9 repaired, maintained or removed upon the real estate or
10 right of way; ~~and~~

11 (iv) The written agreement of the community antenna
12 television company to indemnify and hold harmless such
13 public utility, railroad or pipeline owner or operator from
14 the costs of any damages directly or indirectly caused by
15 the installation, maintenance, repair, operation,
16 crossing, or removal of cable television facilities. Upon
17 request of the public utility, railroad, or owner or
18 operator of an oil, petroleum product, chemical or gas
19 pipeline, the community antenna television company shall
20 provide proof that it has purchased and will maintain a
21 policy or policies of insurance in amounts sufficient to
22 provide coverage for personal injury and property damage
23 losses caused by or resulting from the installation,
24 maintenance, repair, crossing, or removal of cable
25 television facilities. The written agreement shall provide
26 that the community antenna television company shall

1 maintain such policies of insurance in full force and
2 effect as long as cable television facilities remain on the
3 real estate or right of way; ~~and-~~

4 (v) A statement, based upon information available to
5 the community antenna television company, confirming that
6 the proposed crossing, installation, maintenance, repair,
7 or removal does not create a dangerous condition or
8 threaten public safety and will not adversely impact
9 railroad operations or disrupt vital transportation
10 services.

11 For purposes of this subsection (f), "community antenna
12 television company" includes, in the case of real estate or
13 rights-of-way in possession of or in control of a railroad, a
14 holder, cable operator, or broadband service provider, as those
15 terms are defined in Section 21-201 of the Public Utilities
16 Act.

17 Within 30 ~~15-business~~ days of receipt of the written prior
18 notice of entry the public utility, railroad or pipeline owner
19 or operator shall investigate and determine whether or not the
20 proposed entry and installation or repair, maintenance,
21 crossing, or removal would create a dangerous condition
22 threatening the safety of the public or the safety of its
23 employees or threatening to cause an interruption of the
24 furnishing of vital transportation, utility or pipeline
25 services and upon so finding shall so notify the community
26 antenna television company of such decision in writing. Initial

1 determination of the existence of such a dangerous condition or
2 interruption of services shall be made by the public utility,
3 railroad or pipeline owner or operator whose real estate or
4 right of way is involved. In the event that the community
5 antenna television company disagrees with such determination,
6 a determination of whether such entry and installation,
7 maintenance, repair, crossing, or removal would create such a
8 dangerous condition or interrupt services shall, upon the
9 application of the community antenna television company, be
10 made by the Illinois Commerce Commission Transportation
11 Division in accordance with the Commission's Rail Safety
12 Program ~~a court of competent jurisdiction upon the application~~
13 ~~of such community antenna television company~~. An initial
14 written determination of a public utility, railroad, or
15 pipeline owner or operator timely made and transmitted to the
16 community antenna television company, in the absence of a
17 determination by a court of competent jurisdiction or an
18 Illinois Commerce Commission Transportation Division finding
19 to the contrary, bars the entry of the community antenna
20 television company upon the real estate or right of way for any
21 purpose.

22 Any public utility, railroad or pipeline owner or operator
23 may assert a written claim against any community antenna
24 television company for just compensation within 30 days after
25 written notice has been given in accordance with this
26 subparagraph (f). If, within 60 days after the receipt of such

1 claim for compensation, the community antenna television
2 company has not agreed to the amount claimed or some other
3 amount acceptable to the public utility, railroad or pipeline
4 owner or operator, the public utility, railroad or pipeline
5 owner or operator may bring suit to enforce such claim for just
6 compensation in any court of competent jurisdiction and, upon
7 timely demand, may require that the amount of just compensation
8 be determined by a jury. Any such action shall be commenced
9 within 6 months of the notice provided for in this subparagraph
10 (f). In any action brought to determine such just compensation,
11 the public utility, railroad or pipeline owner or operator may
12 submit such evidence as may be relevant to the issue of just
13 compensation. Neither the assertion of a claim for compensation
14 nor the initiation of legal action to enforce such claim shall
15 delay or impair the right of the community antenna television
16 company to construct or install cable television facilities
17 upon any real estate or rights of way of any public utility,
18 railroad or pipeline owner or operator.

19 To the extent that the public utility, railroad, or owner
20 or operator of an oil, petroleum product, chemical or gas
21 pipeline deems it appropriate to supervise, monitor or
22 otherwise assist the community antenna television company in
23 connection with the installation, maintenance, repair,
24 crossing, or removal of cable television facilities upon such
25 real estate or rights of way, the community antenna television
26 company shall reimburse the public utility, railroad or owner

1 or operator of an oil, petroleum product, chemical or gas
2 pipeline for costs reasonable and actually incurred in
3 connection therewith.

4 The provisions of this subparagraph (f) shall not be
5 applicable to any easements, rights of way or ways for public
6 service facilities in which public utilities, other than
7 railroads, have any interest pursuant to "an Act to revise the
8 law in relation to plats" approved March 21, 1874, and all
9 ordinances enacted pursuant thereto. Such easements, rights of
10 way and ways for public service facilities are hereby declared
11 to be apportionable and upon written request by a community
12 antenna television company, public utilities shall make such
13 easements, rights of way and ways for public service facilities
14 available for the construction, maintenance, repair or removal
15 of cable television facilities provided that such
16 construction, maintenance, repair or removal does not create a
17 dangerous condition threatening the safety of the public or the
18 safety of such public utility employees or threatening to cause
19 an interruption of the furnishing of vital utility service.
20 Initial determination of the existence of such a dangerous
21 condition or interruption of services shall be made by the
22 public utility whose easement, right of way or way for public
23 service facility is involved. In the event the community
24 antenna television company disagrees with such determination,
25 a determination of whether such construction, maintenance,
26 repair or removal would create such a dangerous condition or

1 threaten to interrupt vital utility services, shall be made by
2 a court of competent jurisdiction upon the application of such
3 community antenna television company.

4 If a county notifies or a county requires a developer to
5 notify a public utility before or after issuing a permit or
6 other authorization for the construction of residential
7 buildings, then the county or developer shall, at the same
8 time, similarly notify any community antenna television system
9 franchised by or within that county.

10 In addition to such other notices as may be required by
11 this subparagraph (f), a community antenna television company
12 shall not enter upon the real estate or rights of way of any
13 public utility, railroad or pipeline owner or operator for the
14 purposes of above-ground maintenance or repair of its
15 television cable facilities without giving 96 hours prior
16 written notice to the registered agent of the public utility,
17 railroad or pipeline owner or operator involved, or in the case
18 of a public utility, notice may be given through the statewide
19 one-call notice system provided for by General Order of the
20 Illinois Commerce Commission or, if in Chicago, through the
21 system known as the Chicago Utility Alert Network.

22 (Source: P.A. 93-219, eff. 1-1-04.)

23 Section 10. The Illinois Municipal Code is amended by
24 changing Section 11-42-11.1 as follows:

1 (65 ILCS 5/11-42-11.1) (from Ch. 24, par. 11-42-11.1)

2 Sec. 11-42-11.1. (a) In any instance in which a
3 municipality has (i) granted a franchise to any community
4 antenna television company or (ii) decided for the municipality
5 itself to construct, operate or maintain a cable television
6 system within a designated area, no property owner, condominium
7 association, managing agent, lessee or other person in
8 possession or control of any residential building located
9 within the designated area shall forbid or prevent any
10 occupant, tenant or lessee of any such building from receiving
11 cable television service from such franchisee or municipality,
12 nor demand or accept payment from any such occupant, tenant or
13 lessee in any form as a condition of permitting the
14 installation of cable television facilities or the maintenance
15 of cable television service in any such building or any portion
16 thereof occupied or leased by such occupant, tenant or lessee,
17 nor shall any such property owner, condominium association,
18 managing agent, lessee or other person discriminate in rental
19 charges or otherwise against any occupant, tenant or lessee
20 receiving cable service; provided, however, that the owner of
21 such building may require, in exchange and as compensation for
22 permitting the installation of cable television facilities
23 within and upon such building, the payment of just compensation
24 by the cable television franchisee which provides such cable
25 television service, said sum to be determined in accordance
26 with the provisions of subparagraphs (c) and (d) hereof, and

1 provided further that the cable television franchisee
2 installing such cable television facilities shall agree to
3 indemnify the owner of such building for any damage caused by
4 the installation, operation or removal of such cable television
5 facilities and service.

6 No community antenna television company shall install
7 cable television facilities within a residential building
8 pursuant to this subparagraph (a) unless an occupant, tenant or
9 lessee of such residential building requests the delivery of
10 cable television services. In any instance in which a request
11 for service is made by more than 3 occupants, tenants or
12 lessees of a residential building, the community antenna
13 television company may install cable television facilities
14 throughout the building in a manner which enables the community
15 antenna television company to provide cable television
16 services to occupants, tenants or lessees of other residential
17 units without requiring the installation of additional cable
18 television facilities other than within the residential units
19 occupied by such other occupants, tenants or lessees.

20 (b) In any instance in which a municipality has (i) granted
21 a franchise to any community antenna television company or (ii)
22 decided for the municipality itself to construct, operate or
23 maintain a cable television system within a designated area, no
24 property owner, condominium association, managing agent,
25 lessee or other person in possession and control of any
26 improved or unimproved real estate located within such

1 designated area shall forbid or prevent such cable television
2 franchisee or municipality from entering upon such real estate
3 for the purpose of and in connection with the construction or
4 installation of such cable television system and cable
5 television facilities, nor shall any such property owner,
6 condominium association, managing agent, lessee or other
7 person in possession or control of such real estate forbid or
8 prevent such cable television franchisee or municipality from
9 constructing or installing upon, beneath or over such real
10 estate, including any buildings or other structures located
11 thereon, hardware, cable, equipment, materials or other cable
12 television facilities utilized by such cable franchisee or
13 municipality in the construction and installation of such cable
14 television system; provided, however, that the owner of any
15 such real estate may require, in exchange and as compensation
16 for permitting the construction or installation of cable
17 television facilities upon, beneath or over such real estate,
18 the payment of just compensation by the cable television
19 franchisee which provides such cable television service, said
20 sum to be determined in accordance with the provisions of
21 subparagraphs (c) and (d) hereof, and provided further that the
22 cable television franchisee constructing or installing such
23 cable television facilities shall agree to indemnify the owner
24 of such real estate for any damage caused by the installation,
25 operation or removal of such cable television facilities and
26 service.

1 (c) In any instance in which the owner of a residential
2 building or the owner of improved or unimproved real estate
3 intends to require the payment of just compensation in excess
4 of \$1 in exchange for permitting the installation of cable
5 television facilities in and upon such building, or upon,
6 beneath or over such real estate, the owner shall serve written
7 notice thereof upon the cable television franchisee. Any such
8 notice shall be served within 20 days of the date on which such
9 owner is notified of the cable television franchisee's
10 intention to construct or install cable television facilities
11 in and upon such building, or upon, beneath or over such real
12 estate. Unless timely notice as herein provided is given by the
13 owner to the cable television franchisee, it will be
14 conclusively presumed that the owner of any such building or
15 real estate does not claim or intend to require a payment of
16 more than \$1 in exchange and as just compensation for
17 permitting the installation of cable television facilities
18 within and upon such building, or upon, beneath or over such
19 real estate. In any instance in which a cable television
20 franchisee intends to install cable television facilities as
21 herein provided, written notice of such intention shall be sent
22 by the cable television franchisee to the property owner or to
23 such person, association or managing agent as shall have been
24 appointed or otherwise designated to manage or operate the
25 property. Such notice shall include the address of the
26 property, the name of the cable television franchisee, and

1 information as to the time within which the owner may give
2 notice, demand payment as just compensation and initiate legal
3 proceedings as provided in this subparagraph (c) and
4 subparagraph (d). In any instance in which a community antenna
5 television company intends to install cable television
6 facilities within a residential building containing 12 or more
7 residential units or upon, beneath, or over real estate that is
8 used as a site for 12 or more manufactured housing units, 12 or
9 more mobile homes, or a combination of 12 or more manufactured
10 housing units and mobile homes, the written notice shall
11 further provide that the property owner may require that the
12 community antenna television company submit to the owner
13 written plans identifying the manner in which cable television
14 facilities are to be installed, including the proposed location
15 of coaxial cable. Approval of such plans by the property owner
16 shall not be unreasonably withheld and such owners' consent to
17 and approval of such plans shall be presumed unless, within 30
18 days after receipt thereof, or in the case of a condominium
19 association, 90 days after receipt thereof, the property owner
20 identifies in writing the specific manner in which such plans
21 deviate from generally accepted construction or safety
22 standards, and unless the property owner contemporaneously
23 submits an alternative construction plan providing for the
24 installation of cable television facilities in an economically
25 feasible manner. The community antenna television company may
26 proceed with the plans originally submitted if an alternative

1 plan is not submitted by the property owner within 30 days, or
2 in the case of a condominium association, 90 days, or if an
3 alternative plan submitted by the property owner fails to
4 comply with generally accepted construction and safety
5 standards or does not provide for the installation of cable
6 television facilities in an economically feasible manner. For
7 purposes of this subsection, "mobile home" and "manufactured
8 housing unit" have the same meaning as in the Illinois
9 Manufactured Housing and Mobile Home Safety Act.

10 (d) Any owner of a residential building described in
11 subparagraph (a), and any owner of improved or unimproved real
12 estate described in subparagraph (b), who shall have given
13 timely written notice to the cable television franchisee as
14 provided in subparagraph (c), may assert a claim for just
15 compensation in excess of \$1 for permitting the installation of
16 cable television facilities within and upon such building, or
17 upon, beneath or over such real estate. Within 30 days after
18 notice has been given in accordance with subparagraph (c), the
19 owner shall advise the cable television franchisee in writing
20 of the amount claimed as just compensation. If within 60 days
21 after the receipt of the owner's claim, the cable television
22 franchisee has not agreed to pay the amount claimed or some
23 other amount acceptable to the owner, the owner may bring suit
24 to enforce such claim for just compensation in any court of
25 competent jurisdiction and, upon timely demand, may require
26 that the amount of just compensation be determined by a jury.

1 Any such action shall be commenced within 6 months of the
2 notice given by the cable television franchisee pursuant to
3 subparagraph (c) hereof. In any action brought to determine
4 such amount, the owner may submit evidence of a decrease in the
5 fair market value of the property occasioned by the
6 installation or location of the cable on the property, that the
7 owner has a specific alternative use for the space occupied by
8 cable television facilities, the loss of which will result in a
9 monetary loss to the owner, or that installation of cable
10 television facilities within and upon such building or upon,
11 beneath or over such real estate otherwise substantially
12 interferes with the use and occupancy of such building to an
13 extent which causes a decrease in the fair market value of such
14 building or real estate.

15 (e) Neither the giving of a notice by the owner under
16 subparagraph (c), nor the assertion of a specific claim, nor
17 the initiation of legal action to enforce such claim, as
18 provided under subparagraph (d), shall delay or impair the
19 right of the cable television franchisee to construct or
20 install cable television facilities and maintain cable
21 television services within or upon any building described in
22 subparagraph (a) or upon, beneath or over real estate described
23 in subparagraph (b).

24 (f) Notwithstanding the foregoing, no community antenna
25 television company or municipality shall enter upon or cross
26 any real estate or rights of way in the possession or control

1 of any public utility, railroad or owner or operator of an oil,
2 petroleum product, chemical or gas pipeline to install or
3 remove cable television facilities or to provide underground
4 maintenance or repair services with respect thereto, prior to
5 delivery to the public utility, railroad or pipeline owner or
6 operator of written notice of intent to enter, install,
7 maintain, cross, or remove. For the purposes of this subsection
8 (f), and only in the case of real estate or rights-of-way in
9 possession of or in control of a railroad, "crossing" or
10 "cross" means the construction, operation, repair, or
11 maintenance of a wire, cable, fiber, conduit, or related
12 facilities that are at, above or below grade and crosses in a
13 manner that runs generally perpendicular to the railroad tracks
14 or railroad right-of-way. No entry or crossing shall be made
15 until at least 30 ~~15 business~~ days after receipt of such
16 written notice. Such written notice, which shall be delivered
17 to the registered agent of such public utility, railroad or
18 pipeline owner or operator shall include the following
19 information:

20 (i) The date of the proposed installation,
21 maintenance, repair, crossing, or removal and projected
22 length of time required to complete such installation,
23 maintenance, repair or removal;

24 (ii) The manner and method of, and the detailed design
25 and construction plans that conform to the applicable
26 American Railway Engineering and Maintenance-of-Way

1 Association standards for, such installation, maintenance,
2 repair, crossing, or removal;

3 (iii) The location of the proposed entry and path of
4 cable television facilities proposed to be placed,
5 repaired, maintained or removed upon the real estate or
6 right of way; ~~and~~

7 (iv) The written agreement of the community antenna
8 television company to indemnify and hold harmless such
9 public utility, railroad or pipeline owner or operator from
10 the costs of any damages directly or indirectly caused by
11 the installation, maintenance, repair, operation,
12 crossing, or removal of cable television facilities. Upon
13 request of the public utility, railroad, or owner or
14 operator of an oil, petroleum product, chemical or gas
15 pipeline, the community antenna television company shall
16 provide proof that it has purchased and will maintain a
17 policy or policies of insurance in amounts sufficient to
18 provide coverage for personal injury and property damage
19 losses caused by or resulting from the installation,
20 maintenance, repair, crossing, or removal of cable
21 television facilities. The written agreement shall provide
22 that the community antenna television company shall
23 maintain such policies of insurance in full force and
24 effect as long as cable television facilities remain on the
25 real estate or right of way; ~~and-~~

26 (v) A statement, based upon information available to

1 the community antenna television company, confirming that
2 the proposed crossing, installation, maintenance, repair,
3 or removal does not create a dangerous condition or
4 threaten public safety and will not adversely impact
5 railroad operations or disrupt vital transportation
6 services.

7 For purposes of this subsection (f), and only in the case
8 of real estate or rights-of-way in possession of or in control
9 of a railroad, "community antenna television company" includes
10 a holder, cable operator, or broadband service provider, as
11 those terms are defined in Section 21-201 of the Public
12 Utilities Act.

13 Within 15 business days of receipt of the written prior
14 notice of entry the public utility, railroad or pipeline owner
15 or operator shall investigate and determine whether or not the
16 proposed entry and installation or repair, maintenance, or
17 removal would create a dangerous condition threatening the
18 safety of the public or the safety of its employees or
19 threatening to cause an interruption of the furnishing of vital
20 transportation, utility or pipeline services and upon so
21 finding shall so notify the community antenna television
22 company or municipality of such decision in writing. Initial
23 determination of the existence of such a dangerous condition or
24 interruption of services shall be made by the public utility,
25 railroad or pipeline owner or operator whose real estate or
26 right of way is involved. In the event that the community

1 antenna television company or municipality disagrees with such
2 determination, a determination of whether such entry and
3 installation, maintenance, repair, crossing, or removal would
4 create such a dangerous condition or interrupt services shall,
5 upon application of the community antenna television company,
6 be made by the Illinois Commerce Commission Transportation
7 Division in accordance with the Commission's Rail Safety
8 Program ~~a court of competent jurisdiction upon the application~~
9 ~~of such community antenna television company or municipality.~~
10 An initial written determination of a public utility, railroad,
11 or pipeline owner or operator timely made and transmitted to
12 the community antenna television company or municipality, in
13 the absence of a determination by the Illinois Commerce
14 Commission Transportation Division, in accordance with the
15 Commission's Rail Safety Program, or a court of competent
16 jurisdiction finding to the contrary, bars the entry of the
17 community antenna television company or municipality upon the
18 real estate or right of way for any purpose.

19 Any public utility, railroad or pipeline owner or operator
20 may assert a written claim against any community antenna
21 television company for just compensation within 30 days after
22 written notice has been given in accordance with this
23 subparagraph (f). If, within 60 days after the receipt of such
24 claim for compensation, the community antenna television
25 company has not agreed to the amount claimed or some other
26 amount acceptable to the public utility, railroad or pipeline

1 owner or operator, the public utility, railroad or pipeline
2 owner or operator may bring suit to enforce such claim for just
3 compensation in any court of competent jurisdiction and, upon
4 timely demand, may require that the amount of just compensation
5 be determined by a jury. Any such action shall be commenced
6 within 6 months of the notice provided for in this subparagraph
7 (f). In any action brought to determine such just compensation,
8 the public utility, railroad or pipeline owner or operator may
9 submit such evidence as may be relevant to the issue of just
10 compensation. Neither the assertion of a claim for compensation
11 nor the initiation of legal action to enforce such claim shall
12 delay or impair the right of the community antenna television
13 company to construct or install cable television facilities
14 upon any real estate or rights of way of any public utility,
15 railroad or pipeline owner or operator.

16 To the extent that the public utility, railroad, or owner
17 or operator of an oil, petroleum product, chemical or gas
18 pipeline deems it appropriate to supervise, monitor or
19 otherwise assist the community antenna television company in
20 connection with the installation, maintenance, repair or
21 removal of cable television facilities upon such real estate or
22 rights of way, the community antenna television company shall
23 reimburse the public utility, railroad or owner or operator of
24 an oil, petroleum product, chemical or gas pipeline for costs
25 reasonable and actually incurred in connection therewith.

26 The provisions of this subparagraph (f) shall not be

1 applicable to any easements, rights of way or ways for public
2 service facilities in which public utilities, other than
3 railroads, have any interest pursuant to "An Act to revise the
4 law in relation to plats", approved March 21, 1874, as amended,
5 and all ordinances enacted pursuant thereto. Such easements,
6 rights of way and ways for public service facilities are hereby
7 declared to be apportionable and upon written request by a
8 community antenna television company, public utilities shall
9 make such easements, rights of way and ways for public service
10 facilities available for the construction, maintenance, repair
11 or removal of cable television facilities provided that such
12 construction, maintenance, repair or removal does not create a
13 dangerous condition threatening the safety of the public or the
14 safety of such public utility employees or threatening to cause
15 an interruption of the furnishing of vital utility service.
16 Initial determination of the existence of such a dangerous
17 condition or interruption of services shall be made by the
18 public utility whose easement, right of way or way for public
19 service facility is involved. In the event the community
20 antenna television company or municipality disagrees with such
21 determination, a determination of whether such construction,
22 maintenance, repair or removal would create such a dangerous
23 condition or threaten to interrupt vital utility services,
24 shall be made by a court of competent jurisdiction upon the
25 application of such community antenna television company.

26 If a municipality notifies or a municipality requires a

1 developer to notify a public utility before or after issuing a
2 permit or other authorization for the construction of
3 residential buildings, then the municipality or developer
4 shall, at the same time, similarly notify any community antenna
5 television system franchised by or within that municipality.

6 In addition to such other notices as may be required by
7 this subparagraph (f), a community antenna television company
8 or municipality shall not enter upon the real estate or rights
9 of way of any public utility, railroad or pipeline owner or
10 operator for the purposes of above-ground maintenance or repair
11 of its television cable facilities without giving 96 hours
12 prior written notice to the registered agent of the public
13 utility, railroad or pipeline owner or operator involved, or in
14 the case of a public utility, notice may be given through the
15 statewide one-call notice system provided for by General Order
16 of the Illinois Commerce Commission or, if in Chicago, through
17 the system known as the Chicago Utility Alert Network.

18 (Source: P.A. 93-219, eff. 1-1-04.)

19 Section 15. The Crossing of Railroad Right-of-way Act is
20 amended by changing Section 5 as follows:

21 (220 ILCS 70/5)

22 Sec. 5. Definitions. As used in this Act, unless the
23 context otherwise requires:

24 "Crossing" means the construction, operation, repair, or

1 maintenance of a facility over, under, or across a railroad
2 right-of-way by a utility when the right-of-way is owned by a
3 land management company and not a registered rail carrier.

4 "Direct expenses" includes, but is not limited to, any or
5 all of the following:

6 (1) The cost of inspecting and monitoring the crossing
7 site.

8 (2) Administrative and engineering costs for review of
9 specifications and for entering a crossing on the
10 railroad's books, maps, and property records and other
11 reasonable administrative and engineering costs incurred
12 as a result of the crossing.

13 (3) Document and preparation fees associated with a
14 crossing, and any engineering specifications related to
15 the crossing.

16 (4) Damages assessed in connection with the rights
17 granted to a utility with respect to a crossing.

18 "Facility" means any cable, conduit, wire, pipe, casing
19 pipe, supporting poles and guys, manhole, or other material or
20 equipment, that is used by a utility to furnish any of the
21 following:

22 (1) Communications, video, or information services.

23 (2) Electricity.

24 (3) Gas by piped system.

25 (4) Sanitary and storm sewer service.

26 (5) Water by piped system.

1 "Land management company" means an entity that is the
2 owner, manager, or agent of a railroad right-of-way and is not
3 a registered rail carrier.

4 "Railroad right-of-way" means one or more of the following:

5 (1) A right-of-way or other interest in real estate
6 that is owned or operated by a land management company and
7 not a registered rail carrier.

8 (2) Any other interest in a former railroad
9 right-of-way that has been acquired or is operated by a
10 land management company or similar entity.

11 "Special circumstances" means either or both of the
12 following:

13 (1) The characteristics of a segment of a railroad
14 right-of-way not found in a typical segment of a railroad
15 right-of-way that enhance the value or increase the damages
16 or the engineering or construction expenses for the land
17 management company associated with a proposed crossing, or
18 to the current or reasonably anticipated use by a land
19 management company of the railroad right-of-way,
20 necessitating additional terms and conditions or
21 compensation associated with a crossing.

22 (2) Variances from the standard specifications
23 requested by the land management company.

24 "Special circumstances" may include, but is not limited to,
25 the railroad right-of-way segment's relationship to other
26 property, location in urban or other developed areas, the

1 existence of unique topography or natural resources, or other
2 characteristics or dangers inherent in the particular crossing
3 or segment of the railroad right-of-way.

4 "Utility" shall include (1) public utilities as defined in
5 Section 3-105 of the Public Utilities Act, (2)
6 telecommunications carriers as defined in Section 13-202 of the
7 Public Utilities Act, (3) electric cooperatives as defined in
8 Section 3.4 of the Electric Supplier Act, (4) telephone or
9 telecommunications cooperatives as defined in Section 13-212
10 of the Public Utilities Act, (5) rural water or waste water
11 systems with 10,000 connections or less, (6) a holder as
12 defined in Section 21-201 of the Public Utilities Act, (7)
13 municipalities owning or operating utility systems consisting
14 of public utilities as that term is defined in Section 11-117-2
15 of the Illinois Municipal Code, ~~and~~ (8) a cable operator that
16 is issued a cable television franchise by the municipality or
17 county pursuant to Section 11-42-11 of the Illinois Municipal
18 Code or Section 5-1095 of the Counties Code, and (9) a provider
19 of broadband service as that term is defined in Section 21-201
20 of the Public Utilities Act.

21 (Source: P.A. 99-525, eff. 6-30-16.)

22 Section 20. The Illinois Vehicle Code is amended by
23 changing Section 18c-7401 as follows:

24 (625 ILCS 5/18c-7401) (from Ch. 95 1/2, par. 18c-7401)

1 Sec. 18c-7401. Safety Requirements for Track, Facilities,
2 and Equipment.

3 (1) General Requirements. Each rail carrier shall,
4 consistent with rules, orders, and regulations of the Federal
5 Railroad Administration, construct, maintain, and operate all
6 of its equipment, track, and other property in this State in
7 such a manner as to pose no undue risk to its employees or the
8 person or property of any member of the public.

9 (2) Adoption of Federal Standards. The track safety
10 standards and accident/incident standards promulgated by the
11 Federal Railroad Administration shall be safety standards of
12 the Commission. The Commission may, in addition, adopt by
13 reference in its regulations other federal railroad safety
14 standards, whether contained in federal statutes or in
15 regulations adopted pursuant to such statutes.

16 (3) Railroad Crossings. No public road, highway, or street
17 shall hereafter be constructed across the track of any rail
18 carrier at grade, nor shall the track of any rail carrier be
19 constructed across a public road, highway or street at grade,
20 without having first secured the permission of the Commission;
21 provided, that this Section shall not apply to the replacement
22 of lawfully existing roads, highways and tracks. No public
23 pedestrian bridge or subway shall be constructed across the
24 track of any rail carrier without having first secured the
25 permission of the Commission. The Commission shall have the
26 right to refuse its permission or to grant it upon such terms

1 and conditions as it may prescribe. The Commission shall have
2 power to determine and prescribe the manner, including the
3 particular point of crossing, and the terms of installation,
4 operation, maintenance, use and protection of each such
5 crossing.

6 The Commission shall also have power, after a hearing, to
7 require major alteration of or to abolish any crossing,
8 heretofore or hereafter established, when in its opinion, the
9 public safety requires such alteration or abolition, and,
10 except in cities, villages and incorporated towns of 1,000,000
11 or more inhabitants, to vacate and close that part of the
12 highway on such crossing altered or abolished and cause
13 barricades to be erected across such highway in such manner as
14 to prevent the use of such crossing as a highway, when, in the
15 opinion of the Commission, the public convenience served by the
16 crossing in question is not such as to justify the further
17 retention thereof; or to require a separation of grades, at
18 railroad-highway grade crossings; or to require a separation of
19 grades at any proposed crossing where a proposed public highway
20 may cross the tracks of any rail carrier or carriers; and to
21 prescribe, after a hearing of the parties, the terms upon which
22 such separations shall be made and the proportion in which the
23 expense of the alteration or abolition of such crossings or the
24 separation of such grades, having regard to the benefits, if
25 any, accruing to the rail carrier or any party in interest,
26 shall be divided between the rail carrier or carriers affected,

1 or between such carrier or carriers and the State, county,
2 municipality or other public authority in interest. However, a
3 public hearing by the Commission to abolish a crossing shall
4 not be required when the public highway authority in interest
5 vacates the highway. In such instance the rail carrier,
6 following notification to the Commission and the highway
7 authority, shall remove any grade crossing warning devices and
8 the grade crossing surface.

9 The Commission shall also have power by its order to
10 require the reconstruction, minor alteration, minor relocation
11 or improvement of any crossing (including the necessary highway
12 approaches thereto) of any railroad across any highway or
13 public road, pedestrian bridge, or pedestrian subway, whether
14 such crossing be at grade or by overhead structure or by
15 subway, whenever the Commission finds after a hearing or
16 without a hearing as otherwise provided in this paragraph that
17 such reconstruction, alteration, relocation or improvement is
18 necessary to preserve or promote the safety or convenience of
19 the public or of the employees or passengers of such rail
20 carrier or carriers. By its original order or supplemental
21 orders in such case, the Commission may direct such
22 reconstruction, alteration, relocation, or improvement to be
23 made in such manner and upon such terms and conditions as may
24 be reasonable and necessary and may apportion the cost of such
25 reconstruction, alteration, relocation or improvement and the
26 subsequent maintenance thereof, having regard to the benefits,

1 if any, accruing to the railroad or any party in interest,
2 between the rail carrier or carriers and public utilities
3 affected, or between such carrier or carriers and public
4 utilities and the State, county, municipality or other public
5 authority in interest. The cost to be so apportioned shall
6 include the cost of changes or alterations in the equipment of
7 public utilities affected as well as the cost of the
8 relocation, diversion or establishment of any public highway,
9 made necessary by such reconstruction, alteration, relocation
10 or improvement of said crossing. A hearing shall not be
11 required in those instances when the Commission enters an order
12 confirming a written stipulation in which the Commission, the
13 public highway authority or other public authority in interest,
14 the rail carrier or carriers affected, and in instances
15 involving the use of the Grade Crossing Protection Fund, the
16 Illinois Department of Transportation, agree on the
17 reconstruction, alteration, relocation, or improvement and the
18 subsequent maintenance thereof and the division of costs of
19 such changes of any grade crossing (including the necessary
20 highway approaches thereto) of any railroad across any highway,
21 pedestrian bridge, or pedestrian subway.

22 Every rail carrier operating in the State of Illinois shall
23 construct and maintain every highway crossing over its tracks
24 within the State so that the roadway at the intersection shall
25 be as flush with the rails as superelevated curves will allow,
26 and, unless otherwise ordered by the Commission, shall

1 construct and maintain the approaches thereto at a grade of not
2 more than 5% within the right of way for a distance of not less
3 the 6 feet on each side of the centerline of such tracks;
4 provided, that the grades at the approaches may be maintained
5 in excess of 5% only when authorized by the Commission.

6 Every rail carrier operating within this State shall remove
7 from its right of way at all railroad-highway grade crossings
8 within the State, such brush, shrubbery, and trees as is
9 reasonably practical for a distance of not less than 500 feet
10 in either direction from each grade crossing. The Commission
11 shall have power, upon its own motion, or upon complaint, and
12 after having made proper investigation, to require the
13 installation of adequate and appropriate luminous reflective
14 warning signs, luminous flashing signals, crossing gates
15 illuminated at night, or other protective devices in order to
16 promote and safeguard the health and safety of the public.
17 Luminous flashing signal or crossing gate devices installed at
18 grade crossings, which have been approved by the Commission,
19 shall be deemed adequate and appropriate. The Commission shall
20 have authority to determine the number, type, and location of
21 such signs, signals, gates, or other protective devices which,
22 however, shall conform as near as may be with generally
23 recognized national standards, and the Commission shall have
24 authority to prescribe the division of the cost of the
25 installation and subsequent maintenance of such signs,
26 signals, gates, or other protective devices between the rail

1 carrier or carriers, the public highway authority or other
2 public authority in interest, and in instances involving the
3 use of the Grade Crossing Protection Fund, the Illinois
4 Department of Transportation. Except where train crews provide
5 flagging of the crossing to road users, yield signs shall be
6 installed at all highway intersections with every grade
7 crossing in this State that is not equipped with automatic
8 warning devices, such as luminous flashing signals or crossing
9 gate devices. A stop sign may be used in lieu of the yield sign
10 when an engineering study conducted in cooperation with the
11 highway authority and the Illinois Department of
12 Transportation has determined that a stop sign is warranted. If
13 the Commission has ordered the installation of luminous
14 flashing signal or crossing gate devices at a grade crossing
15 not equipped with active warning devices, the Commission shall
16 order the installation of temporary stop signs at the highway
17 intersection with the grade crossing unless an engineering
18 study has determined that a stop sign is not appropriate. If a
19 stop sign is not appropriate, the Commission may order the
20 installation of other appropriate supplemental signing as
21 determined by an engineering study. The temporary signs shall
22 remain in place until the luminous flashing signal or crossing
23 gate devices have been installed. The rail carrier is
24 responsible for the installation and subsequent maintenance of
25 any required signs. The permanent signs shall be in place by
26 July 1, 2011.

1 No railroad may change or modify the warning device system
2 at a railroad-highway grade crossing, including warning
3 systems interconnected with highway traffic control signals,
4 without having first received the approval of the Commission.
5 The Commission shall have the further power, upon application,
6 upon its own motion, or upon complaint and after having made
7 proper investigation, to require the interconnection of grade
8 crossing warning devices with traffic control signals at
9 highway intersections located at or near railroad crossings
10 within the distances described by the State Manual on Uniform
11 Traffic Control Devices adopted pursuant to Section 11-301 of
12 this Code. In addition, State and local authorities may not
13 install, remove, modernize, or otherwise modify traffic
14 control signals at a highway intersection that is
15 interconnected or proposed to be interconnected with grade
16 crossing warning devices when the change affects the number,
17 type, or location of traffic control devices on the track
18 approach leg or legs of the intersection or the timing of the
19 railroad preemption sequence of operation until the Commission
20 has approved the installation, removal, modernization, or
21 modification. Commission approval shall be limited to
22 consideration of issues directly affecting the public safety at
23 the railroad-highway grade crossing. The electrical circuit
24 devices, alternate warning devices, and preemption sequences
25 shall conform as nearly as possible, considering the particular
26 characteristics of the crossing and intersection area, to the

1 State manual adopted by the Illinois Department of
2 Transportation pursuant to Section 11-301 of this Code and such
3 federal standards as are made applicable by subsection (2) of
4 this Section. In order to carry out this authority, the
5 Commission shall have the authority to determine the number,
6 type, and location of traffic control devices on the track
7 approach leg or legs of the intersection and the timing of the
8 railroad preemption sequence of operation. The Commission
9 shall prescribe the division of costs for installation and
10 maintenance of all devices required by this paragraph between
11 the railroad or railroads and the highway authority in interest
12 and in instances involving the use of the Grade Crossing
13 Protection Fund or a State highway, the Illinois Department of
14 Transportation.

15 Any person who unlawfully or maliciously removes, throws
16 down, damages or defaces any sign, signal, gate or other
17 protective device, located at or near any public grade
18 crossing, shall be guilty of a petty offense and fined not less
19 than \$50 nor more than \$200 for each offense. In addition to
20 fines levied under the provisions of this Section a person
21 adjudged guilty hereunder may also be directed to make
22 restitution for the costs of repair or replacement, or both,
23 necessitated by his misconduct.

24 It is the public policy of the State of Illinois to enhance
25 public safety by establishing safe grade crossings. In order to
26 implement this policy, the Illinois Commerce Commission is

1 directed to conduct public hearings and to adopt specific
2 criteria by July 1, 1994, that shall be adhered to by the
3 Illinois Commerce Commission in determining if a grade crossing
4 should be opened or abolished. The following factors shall be
5 considered by the Illinois Commerce Commission in developing
6 the specific criteria for opening and abolishing grade
7 crossings:

8 (a) timetable speed of passenger trains;

9 (b) distance to an alternate crossing;

10 (c) accident history for the last 5 years;

11 (d) number of vehicular traffic and posted speed
12 limits;

13 (e) number of freight trains and their timetable
14 speeds;

15 (f) the type of warning device present at the grade
16 crossing;

17 (g) alignments of the roadway and railroad, and the
18 angle of intersection of those alignments;

19 (h) use of the grade crossing by trucks carrying
20 hazardous materials, vehicles carrying passengers for
21 hire, and school buses; and

22 (i) use of the grade crossing by emergency vehicles.

23 The Illinois Commerce Commission, upon petition to open or
24 abolish a grade crossing, shall enter an order opening or
25 abolishing the crossing if it meets the specific criteria
26 adopted by the Commission.

1 Except as otherwise provided in this subsection (3), in no
2 instance shall a grade crossing be permanently closed without
3 public hearing first being held and notice of such hearing
4 being published in an area newspaper of local general
5 circulation.

6 (4) Freight Trains - Radio Communications. The Commission
7 shall after hearing and order require that every main line
8 railroad freight train operating on main tracks outside of yard
9 limits within this State shall be equipped with a radio
10 communication system. The Commission after notice and hearing
11 may grant exemptions from the requirements of this Section as
12 to secondary and branch lines.

13 (5) Railroad Bridges and Trestles - Walkway and Handrail.
14 In cases in which the Commission finds the same to be practical
15 and necessary for safety of railroad employees, bridges and
16 trestles, over and upon which railroad trains are operated,
17 shall include as a part thereof, a safe and suitable walkway
18 and handrail on one side only of such bridge or trestle, and
19 such handrail shall be located at the outer edge of the walkway
20 and shall provide a clearance of not less than 8 feet, 6
21 inches, from the center line of the nearest track, measured at
22 right angles thereto.

23 (6) Packages Containing Articles for First Aid to Injured
24 on Trains.

25 (a) All rail carriers shall provide a first aid kit
26 that contains, at a minimum, those articles prescribed by

1 the Commission, on each train or engine, for first aid to
2 persons who may be injured in the course of the operation
3 of such trains.

4 (b) A vehicle, excluding a taxi cab used in an
5 emergency situation, operated by a contract carrier
6 transporting railroad employees in the course of their
7 employment shall be equipped with a readily available first
8 aid kit that contains, as a minimum, the same articles that
9 are required on each train or engine.

10 (7) Abandoned Bridges, Crossings, and Other Rail Plant. The
11 Commission shall have authority, after notice and hearing, to
12 order:

13 (a) The removal of any abandoned railroad tracks from
14 roads, streets or other thoroughfares in this State; and

15 (b) The removal of abandoned overhead railroad
16 structures crossing highways, waterways, or railroads.

17 The Commission may equitably apportion the cost of such
18 actions between the rail carrier or carriers, public utilities,
19 and the State, county, municipality, township, road district,
20 or other public authority in interest.

21 (8) Railroad-Highway Bridge Clearance. A vertical
22 clearance of not less than 23 feet above the top of rail shall
23 be provided for all new or reconstructed highway bridges
24 constructed over a railroad track. The Commission may permit a
25 lesser clearance if it determines that the 23 foot clearance
26 standard cannot be justified based on engineering,

1 operational, and economic conditions.

2 (9) Right of Access To Railroad Property.

3 (a) A community antenna television company franchised
4 by a municipality or county pursuant to the Illinois
5 Municipal Code or the Counties Code, respectively, shall
6 not enter upon or cross any real estate or rights-of-way in
7 the possession or control of a railroad subject to the
8 jurisdiction of the Illinois Commerce Commission unless
9 the community antenna television company first complies
10 with the applicable provisions of subparagraph (f) of
11 Section 11-42-11.1 of the Illinois Municipal Code or
12 subparagraph (f) of Section 5-1096 of the Counties Code.

13 (b) Notwithstanding any provision of law to the
14 contrary, this subsection (9) applies to all crossings or
15 entries of railroad rights-of-way involving a railroad
16 subject to the jurisdiction of the Illinois Commerce
17 Commission by a community antenna television company and
18 shall govern in the event of any conflict with any other
19 provision of law.

20 (c) This subsection (9) applies to any crossing or
21 entry upon any real estate or right-of-way in the
22 possession or control of a railroad subject to the
23 jurisdiction of the Illinois Commerce Commission for the
24 purpose of or in connection with the crossing,
25 construction, or installation of a community antenna
26 television company's system or facilities commenced or

1 renewed on or after the effective date of this amendatory
2 Act of the 100th General Assembly.

3 (d) Nothing in this amendatory Act of the 100th General
4 Assembly shall be construed to prevent a railroad from
5 negotiating other terms and conditions or the resolution of
6 any dispute in relation to any crossing or to an entry upon
7 or right of access as set forth in this subsection (9).

8 (e) For purposes of this subsection (9):

9 "Broadband service", "cable operator", and "holder"
10 have the meanings given to those terms under Section 21-201
11 of the Public Utilities Act.

12 "Community antenna television company" includes, in
13 the case of real estate or rights-of-way in possession of
14 or in control of a railroad, a holder, cable operator, or
15 broadband service provider.

16 (Source: P.A. 96-470, eff. 8-14-09; 97-374, eff. 1-1-12.)

17 Section 99. Effective date. This Act takes effect upon
18 becoming law."