

A REGULAR MEETING

Of The

TRAVERSE CITY LIGHT AND POWER BOARD

Will Be Held On

TUESDAY, September 14, 2010

At

5:15 p.m.

In The

COMMISSION CHAMBERS
(2nd floor, Governmental Center)
400 Boardman Avenue

Traverse City Light and Power will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon notice to Traverse City Light and Power. Individuals with disabilities requiring auxiliary aids or services should contact the Light and Power Department by writing or calling the following.

Stephanie Tvardek,
Administrative Assistant
1131 Hastings Street
Traverse City, MI 49686
(231) 932-4543

Traverse City Light and Power
1131 Hastings Street
Traverse City, MI 49686
(231) 922-4940

Posting Date: 09-10-10
4:00 p.m.

PLEDGE OF ALLEGIANCE

1. ROLL CALL

2. CONSENT CALENDAR

The purpose of the consent calendar is to expedite business by grouping non-controversial items together to be dealt with by one Board motion without discussion. Any member of the Board, staff or the public may ask that any item on the consent calendar be removed therefrom and placed elsewhere on the agenda for full discussion. Such requests will be automatically respected. If an item is not removed from the consent calendar, the action noted in parentheses on the agenda is approved by a single Board action adopting the consent calendar.

- A. Consideration of approving minutes of the Regular Meeting of August 10, 2010.
- B. Consideration of approving minutes of the Special Meeting of September 8, 2010.
- C. Consideration of approving minutes of the Closed Session of September 8, 2010.

3. OLD BUSINESS

- A. Consideration of trial and settlement strategy with General Counsel in the pending litigation of Brown Bark I, L.P., v Traverse City Light and Power Department (USDC Case No. 1:09-cv-572) (Possible Closed Session). (Doren)

4. NEW BUSINESS

- A. Consideration of a Pole Attachment License Agreement with Great Lakes Comnet Inc. (Dine)
- B. Consideration of accepting bid for replacement of underground distribution system. (Approval recommended) (Solak)

5. REPORTS AND COMMUNICATIONS

- A. From Legal Counsel:

None as of September 10, 2010

- B. From Staff:

- (1) Verbal update re: MPPA Meetings. (Rice)
- (2) Announcement of Light and Power Open House scheduled for Saturday, October 2, 2010. (Wheaton)
- (3) Verbal update re: LED Roadway Lighting Project. (Cooper)
- (4) Update re: 2009-10 Year-End Budget Summary. (Rice, Arends)

- C. From Board:

None as of September 10, 2010

6. PUBLIC COMMENT

/st

**TRAVERSE CITY
LIGHT AND POWER BOARD**

Minutes of Regular Meeting
Held at 5:15 p.m., Commission Chambers, Governmental Center
Tuesday, August 10, 2010

BOARD MEMBERS -

Present: Mike Coco, Linda Johnson, John Snodgrass, John Taylor, Ralph Soffredine, Jim Carruthers

Absent: John Welch

EX OFFICIO MEMBER -

Absent: R. Ben Bifoss

OTHERS: Ed Rice, Tim Arends, Stephanie Tvardek, Jim Cooper, Karen Feahr

The meeting was called to order at 5:17 p.m. by Chairman Coco.

2. CONSENT CALENDAR

Moved by Johnson, seconded by Soffredine, that the following items, as recommended on the Consent Calendar portion of the agenda, be approved:

- A. Consideration of approving minutes of the Study Session of July 21, 2010.
- B. Consideration of approving minutes of the Regular Meeting of July 27, 2010.
- C. Consideration of approving minutes of the Study Session of August 3, 2010.

CARRIED unanimously. (Welch Absent)

3. OLD BUSINESS

None

4. NEW BUSINESS

- A. Consideration of rescinding the 4/21/10 Renewable Energy Resolution was discussed.

No Action Taken.

Public Comment:

- Tom Karas, 8801 Section Line Road, Michigan Energy Alternatives Project, Non-Ratepayer

5. REPORTS AND COMMUNICATIONS

B. From Staff:

- (1) Ed Rice and Jim Cooper gave a presentation on the Energy Optimization Program.

Commissioner Carruthers left the meeting at 7:08 p.m.

6. PUBLIC COMMENT

- Tom Karas, 8801 Section Line Road, Michigan Energy Alternatives Project, Non-Ratepayer
- Tony Anderson, 8088 Palamino Drive, Buckley, Cherryland Electric Cooperative, Non-Ratepayer
- Rick Buckhalter, 932 Kelly St., Ratepayer

The meeting adjourned at 7:29 p.m.

/st

Edward E. Rice, Secretary
LIGHT AND POWER BOARD

**TRAVERSE CITY
LIGHT AND POWER BOARD**

Minutes of Light and Power Board Special Meeting
Held at 5:15 p.m., Light and Power Service Center
Wednesday, September 8, 2010

LIGHT AND POWER BOARD MEMBERS -

Present: Mike Coco, Linda Johnson, John Snodgrass, John Taylor, Ralph Soffredine, Jim Carruthers

Absent: John Welch

EX OFFICIO MEMBER -

Present: Ben Bifoss

OTHERS: Ed Rice, Tim Arends, Karen Feahr, Jim Cooper, Mark Rollenhagen, Glen Dine, Nick Abraitis, Stephanie Tvardek, Jessica Wheaton

The meeting was called to order at 5:15 p.m. by Chairman Coco.

Member Welch arrived at 5:16 p.m.

Executive Director Ed Rice gave a current overview of Light and Power's electric generation situation.

1. Consideration of a Power Purchase Agreement and Energy Services Agency Agreement with Lansing Board of Water and Light.

Moved by Johnson, seconded by Soffredine that the Traverse City Light & Power Board go into Closed Session to consider a Power Purchase Agreement and Energy Services Agency Agreement.

Roll call vote:

Yes: Coco, Johnson, Welch, Snodgrass, Taylor, Soffredine, Carruthers

No: None

CARRIED unanimously.

The Board went into Closed Session at 5:33 PM.

The Board came out of Closed Session at 6:38 PM.

Moved by Johnson, Seconded by Welch that in the best interest of the Light & Power Ratepayers, the Board approve and enter into an Energy Services Agency Agreement and a Purchase Power Agreement between Traverse City Light & Power and the Lansing Board of Water & Light, subject to approval as to substance by the Executive Director, and as to form by Special Counsel.

Roll call vote:

Yes: Coco, Johnson, Welch, Snodgrass, Taylor, Soffredine, Carruthers

No: None

CARRIED unanimously.

2. Public Comment

No one from the public commented.

Meeting adjourned at 6:45 p.m

/st

Edward E. Rice, Secretary
LIGHT AND POWER BOARD

SONDEE
RACINE & DOREN, PLC
ATTORNEYS

RONALD W. SONDEE
JOHN P. RACINE JR.
W. PETER DOREN
ALAN J. COUTURE
JOHN A. MacNEAL
MAURICE A. BORDEN
MICHAEL B. NEWMAN

RAY J. MACNEIL
OF COUNSEL

310 WEST FRONT STREET
SUITE 300
TRAVERSE CITY, MICHIGAN 49684
TEL (231) 947-0400
FAX (231) 947-0748
www.sondeeracine.com

GAYLORD OFFICE
440 W. MAIN STREET, SUITE A
GAYLORD, MICHIGAN 49735
TEL (989) 732-1152
FAX (989) 732-4843

September 8, 2010

Via Email Only

Tim Arends, Controller
TRAVERSE CITY LIGHT & POWER
1131 Hastings Street
Traverse City, MI 49686

Dear Tim:

Re: Brown Bark I, L.P. v Traverse City Light and Power Department
Case No. 1:09-CV-572

Please place the following item on the agenda of the Traverse City Light and Power Board meeting scheduled for September 14, 2010, under Old Business:

Consideration of trial and settlement strategy with General Counsel in the pending litigation of Brown Bark I, L.P., v Traverse City Light & Power Department (USDC Case No. 1:09-cv-572) (possible closed session).

At that point in the agenda where the above is considered, I will request the following motion:

MOVED BY _____, SECONDED BY _____,
TO CONSULT WITH GENERAL COUNSEL IN CLOSED SESSION TO DISCUSS
TRIAL AND SETTLEMENT STRATEGY IN THE PENDING LITIGATION OF
BROWN BARK I, L.P., v TRAVERSE CITY LIGHT & POWER DEPARTMENT,
WESTERN DISTRICT CASE NO. 1:09-CV-572.

This requires a roll call vote and a two-thirds affirmative vote.

Sincerely,

SONDEE, RACINE & DOREN, PLC



W. Peter Doren

WPD:tls



**TRAVERSE CITY
LIGHT & POWER**

To: Light & Power Board
From: Glen Dine
Date: September 8, 2010
Subject: Pole Attachment License Agreement with Great Lakes Comnet Inc.

Great Lakes Comnet Inc., a for-profit entity, has submitted a METRO ACT permit application with the City of Traverse City for access to and use of the public right-of-way within the City for installation of their new fiber network facilities. The map provided in the application shows an extension of their facilities from a location west of Fife Lake to the AT&T facility located on State Street, City of Traverse City.

A Pole Attachment License Agreement with TCL&P is required for locations where Great Lakes Comnet will be attaching to TCL&P poles either inside or outside the City Limits. A separate pole attachment application will need to be submitted to TCL&P staff for review and approval as part of the Pole Attachment License Agreement.

Staff has prepared a Pole Attachment License Agreement that will be executed with Great Lakes Comnet. Charges or fees associated with the attachments are to be paid to TCL&P as outlined in the Agreement.

Staff is recommending the following motion:

MOVED BY _____, SECONDED BY _____, THAT THE BOARD AUTHORIZE THE CHAIRMAN AND SECRETARY TO EXECUTE A POLE ATTACHMENT LICENSE AGREEMENT WITH GREAT LAKES COMNET INC., FOR THE PLACEMENT AND INSTALLATION OF GREAT LAKES COMNET FIBER NETWORK FACILITIES ON TRAVERSE CITY LIGHT AND POWER POLES, PER THE REQUIREMENTS, CHARGES AND FEES OF THE AGREEMENT; SUBJECT TO APPROVAL AS TO SUBSTANCE BY THE EXECUTIVE DIRECTOR, AND APPROVAL AS TO FORM BY GENERAL COUNSEL.

Memorandum

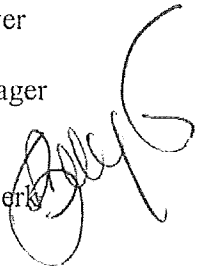
The City of Traverse City



Distributed Via E-Mail

TO: Jim Tuller, Fire Chief
Timothy J. Lodge, City Engineer
Mark Jones, Streets Superintendent
Karla Myers-Beman, Deputy City Treasurer/Assistant Finance Director
Michael K. Warren, Police Chief
Glen Dine, Traverse City Light and Power

COPY: Makayla M. Vitous, Assistant City Manager
File

FROM: Benjamin C. Marentette, Deputy City Clerk 

DATE: Friday, July 9, 2010

SUBJECT: METRO ACT PERMIT APPLICATION – GREAT LAKES COMNET, INC.

Attached is an application from Great Lakes Comnet, Inc. Also attached are the route maps. I have reviewed the application, and it appears to be complete.

You will recall that we have issued other METRO Permits – please refer to City Ordinances Chapter 1050, *Telecommunications*, which establishes the authority and criteria for these permits. (See <http://www.ci.traverse-city.mi.us/streetord/1050.pdf>) *Essentially, these permits allow telecommunications providers to utilize the city's right-of-way to provide their service. MCIMETRO has not submitted new maps as they do not propose any new construction – this is simply a renewal.*

Would you please conduct your review and sign the departmental review form located on the front counter of the City Clerk's Department ***no later than July 30, 2010.*** **There are a variety of deadlines under which the city is required to operate for various report filings and it is important that we have your review complete by this date.**

If you wish to approve the permit with conditions, you may sign under “Approved with Conditions.” If you do so, please inform me of the conditions so that I may work with the Michigan Public Service Commission (MPSC) in resolving any conditions. For your information, issuance of conditions by the city is not automatically binding – the MPSC must agree to them. Additionally, if you would like to review the maps, they are available in the City Engineering Department. Thank you, and please contact me with any questions.

K:\ccclerk\marentette\metro\application_greatlakescomnet

METRO Act Permit Application Form
Revised 12/06/02

City of Traverse City
Name of Local Unit of Government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCLA SECTIONS 484.3101 TO 484.3120

BY

Great Lakes Comnet, Inc.

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-241-6200 or via its web site at http://www.michigan.gov/mpsc/0,1607,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCLA 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the City Manager at 400 Boardman Ave., Traverse City, MI 49684

City of Traverse City
Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By
Great Lakes Comnet, Inc.

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCLA 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCLA 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: 6/17/2010

1.2 Applicant's legal name: Great Lakes Comnet, Inc.
Mailing Address: 1515 Turf Lane, Ste 100
East Lansing, MI 48823

Telephone Number: 517-664-1600

Fax Number: 517-324-8900

Corporate website: www.glcom.net

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Carol M Thelen, Network Services Project Manager

Mailing Address: 1515 Turf Lane, Ste 100
East Lansing, MI 48823

Telephone Number: 517-664-1600

Fax Number: 517-324-8900

E-mail Address: cthelen@glcom.net

1.3 Type of Entity: (Check one of the following)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Individual
- Other, please describe: _____

1.4 Assumed name for doing business, if any: _____

1.5 Description of Entity:

Great Lakes Comnet (GLC) is a Competitive Access Provider (CAP) which deploys their own high capacity SONET Fiber Optic transmission system in a ring topology around geographic areas within the state of Michigan. GLC also provides local access to Telephone Companies; Long Distance to the IXC; and Broadband to Internet Service Providers (GLC is not a residential Service Provider). GLC was organized as a for-profit Michigan based corporation in 1996 and our shareholders are independent telephone companies operating throughout Michigan.

1.5.1 Jurisdiction of incorporation/formation; **State of Michigan**

1.5.2 Date of incorporation/formation; **1996**

1.5.3 If a subsidiary, name of ultimate parent company; **No subsidiary**

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities). **Chairperson: Dave Schroeder, President/CEO: Paul Bowman, Secretary: Dave Fox, Treasurer: Les Jenkins**

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Consumer and Industry Services and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. **Please see attached document**

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: **NO** ____.

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes

No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements. Privately held

If no financial statements are provided, please explain and provide particulars.

Great Lakes Comnet is a privately held Company

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain. **GLC provides local access to Telephone Companies; Long Distance to the IXC; and Broadband to Internet Service Providers (GLC is not a residential Service Provider).**

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways. **Great Lakes Comnet will not be providing any telecommunication services within the City of Traverse City. Our goal is to expand our Fiber Network.**

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way). **Route Maps provided.**

2.4 Please provide an anticipated or actual construction schedule. **Our tentative construction date is set to begin on October 1, 2010 contingent on receipt of permits. We can not start construction without approvals.**

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways. **Great Lakes Comnet Inc.**

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant:

Great Lakes Comnet has sole ownership of the facilities and will be responsible for maintaining those facilities.

Notification Process:

All Aerial Fiber is tagged with GLC Name and TF Number at each pole: 866-221-2741

All Manholes, Splice Cases are also tagged with a post with our contact information We also are notified through the MISS DIGS System. Once our Fiber has been installed, we provide MISS DIGS a Grid Map of our Fiber Routes. If anyone is to dig around our Fiber Route, MISS DIGS will send us notification ahead of time. This system is also used for repair.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office; **1515 Turf Lane, Ste 100, East Lansing, MI 48823.**

3.2 Location of all records and engineering drawings, if not at local office; all records are held at **1515 Turf Lane, Ste 100, East Lansing, MI 48823.**

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system; **Carol M Thelen, Network Services Project Manager, 1515 Turf Lane Ste 100, East Lansing, MI 48823, cthelen@glcom.net, Phone: 517-664-1600, Fax: 517-324-8900. Erica Bennett, Trunkey Network Solutions, 7020 Southbelt Dr, Caledonia, MI 49316, ebennett@tkns.net Phone: 616-988-5308.**

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following: **Form Attached**

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

TBD---

Due to the permit process, we can not put out the RFQ to contractors. As soon as our contractor is chosen, Great Lakes Comnet will notify the City of Traverse City with the Contractor's contact information.

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

Great Lakes Comnet, Inc.

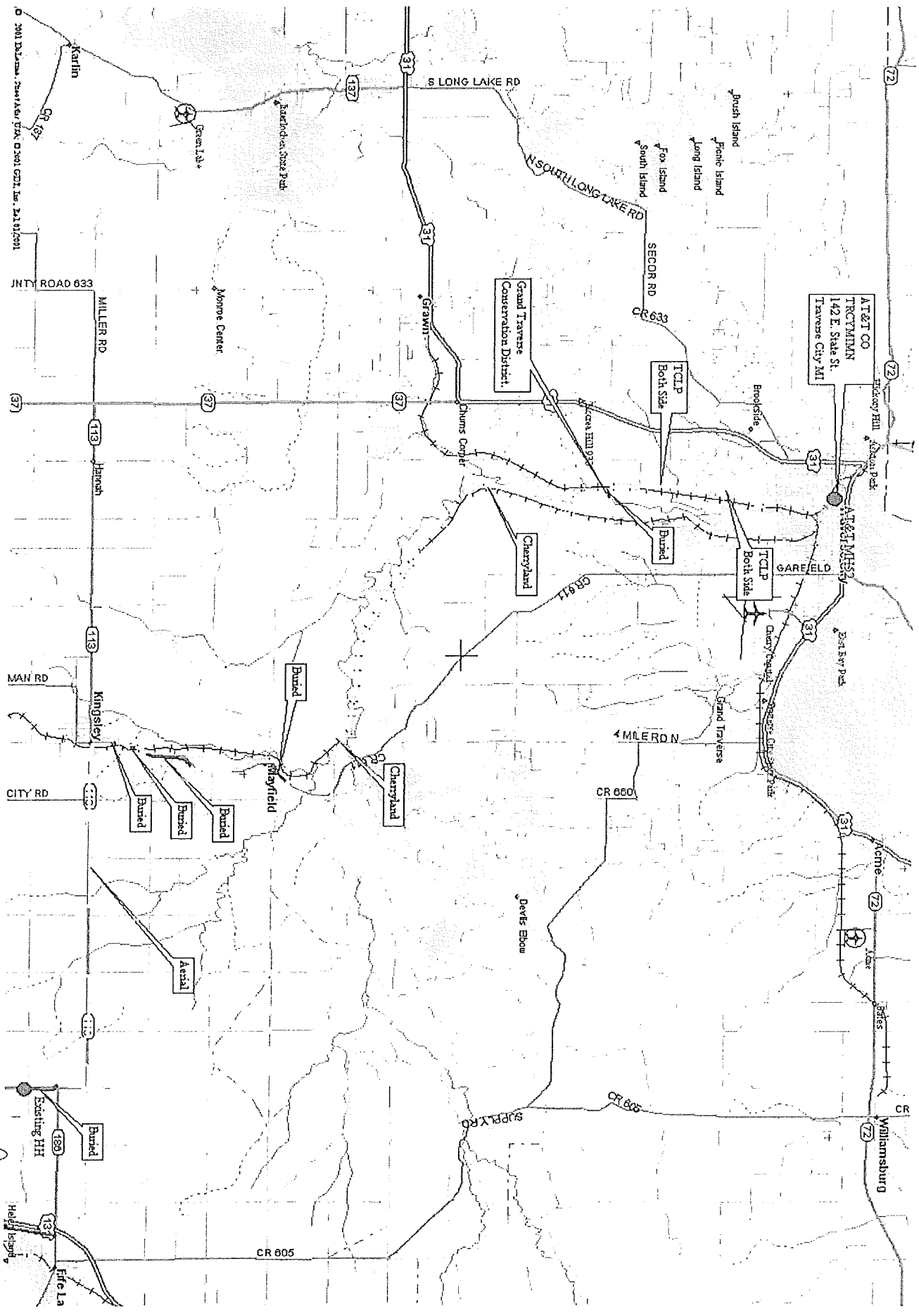
By: Carol M. Thelen
Carol M. Thelen

Network Services Project Manager

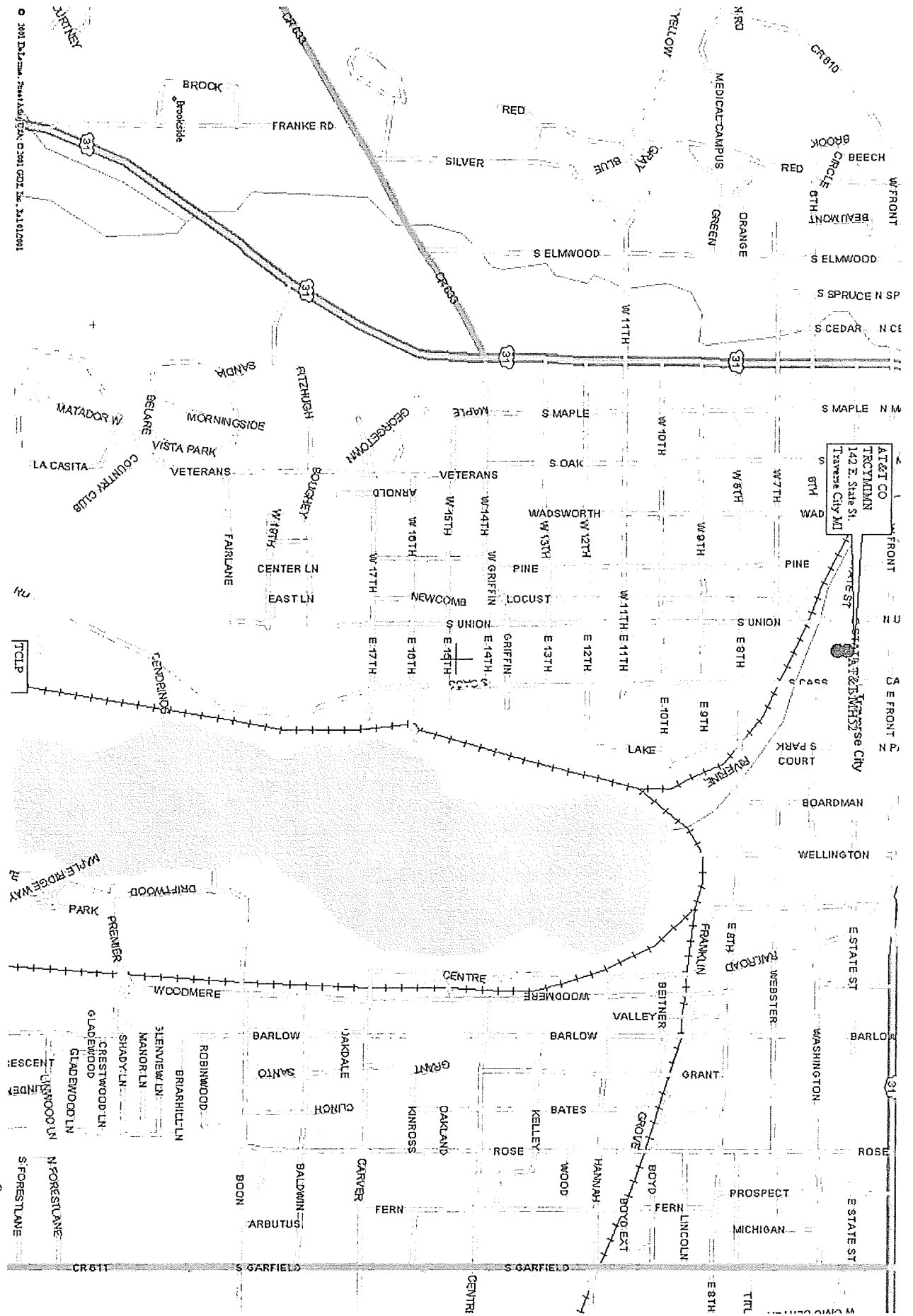
Date: 6/17/2010

::ODMA\PCDOCS\GRR\759295\5

Fife Lake - Traverse City proposed route



Great Lakes Comnet, Inc.
Traverse City



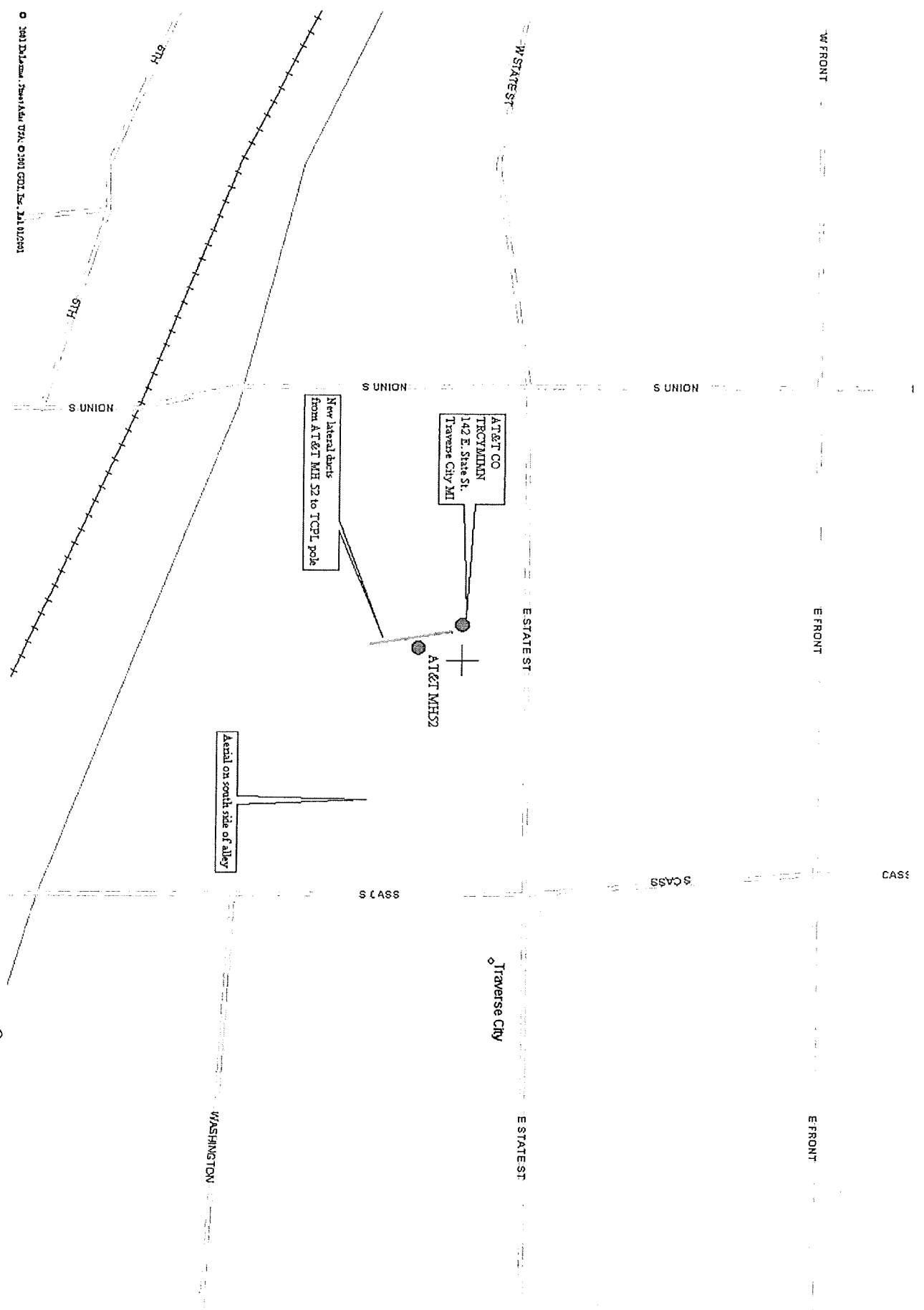
Cass Ave north to AT&T CO

© 2001 Datacube, Inc. All rights reserved. 02/01 02/01 02/01 02/01 02/01

*Forest Lakes Cemetery, Inc
Traverse City*

Traverse City AT&T CO

1981 Delaware Telephone Data Corp. Inc. 2/11/81



Great Lakes Connet, Inc
Traverse City

POLE ATTACHMENT LICENSE AGREEMENT

This Pole Attachment Licensing Agreement (the "Agreement") dated this ____ day of _____, 2010 is made by and between the TRAVERSE CITY LIGHT AND POWER DEPARTMENT (hereinafter referred to as "Utility"), a Michigan municipal electric utility, 1131 Hastings Street, Traverse City, MI 49686 and Great Lakes Comnet, Inc., a Michigan Corporation, 1515 Turf Lane, Suite 100, East Lansing, MI 48823, (hereinafter referred to as "Licensee").

Recitals

- A. The Licensee proposes to install and maintain Fiber Network Facilities on Utility's Poles to provide fiber network communication services to its facilities;
- B. The Utility is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee's Attachments on Utility's Poles, provided that Utility may refuse, on a nondiscriminatory basis, to issue a Permit where there is insufficient Capacity or for reasons relating to safety, reliability, generally applicable engineering purposes and/or any other Applicable Standard;

The parties agree as follows:

AGREEMENT

Article 1—Definitions

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- 1.1 **Affiliate:** when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.

- 1.2 **Applicable Standards:** means all applicable engineering and safety standards governing the installation, maintenance and operation of facilities and the performance of all work in or around electric Utility Facilities and includes the most current versions of National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations of the Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of Utility or other federal, state or local authority with jurisdiction over Utility Facilities.
- 1.3 **Assigned Space:** means space on Utility’s Poles that can be used, as defined by the Applicable Standards, for the attachment or placement of wires, cables and associated equipment for the provision of service. The neutral zone or safety space is not considered Assigned Space.
- 1.4 **Attaching Entity:** means any public or private entity, other than Utility or Licensee, who, pursuant to a license agreement with Utility, places an Attachment on Utility’s Pole.
- 1.5 **Attachment(s):** means Licensee’s Fiber Network Facilities that are placed directly on Utility’s Poles, but does not include either a Riser or a service drop attached to a single Pole where Licensee has an existing Attachment on such Pole.
- 1.6 **Capacity:** means the ability of a Pole segment to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.
- 1.7 **Climbing Space:** means that portion of a Pole’s surface and surrounding space that is free from encumbrances to enable Utility employees and contractors to safely climb, access and work on Utility Facilities and equipment.
- 1.8 **Common Space:** means space on Utility’s Poles that is not used for the placement of wires or cables but which jointly benefits all users of the Poles by supporting the underlying structure and/or providing safety clearance between attaching entities and electric Utility Facilities.
- 1.9 **Communications Facilities:** means wire or cable facilities including but not limited to fiber optic, copper and/or coaxial cables or wires utilized to provide Communications Service including any and all associated equipment. Unless otherwise specified by the parties, the term “Communications Facilities” does not include wireless antennas, receivers or transceivers.

- 1.10 **Communications Service:** means the transmission or receipt of voice, video, data, Internet or other forms of digital or analog signals over Communications Facilities.
- 1.11 **Conduit System:** means Utility's conduits, Innerduct, manholes, vaults, Risers, pull-boxes and trenches.
- 1.12 **Fiber Network Facilities:** means fiber optic filaments and sheaths, messenger strands, anchors and guys, U guards, fiber cable storage loops, and fiber cable splice cases.
- 1.13 **Innerduct:** means flexible conduit installed inside a larger rigid conduit for the placement of wire or cable.
- 1.14 **Licensee:** means Great Lakes Comnet, Inc., its authorized successors and assignees.
- 1.15 **Make-Ready Work:** means all work, as reasonably determined by Utility, required to accommodate Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, Pre-Construction Survey, rearrangement and/or transfer of Utility Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), or pole replacement and construction.
- 1.16 **Occupancy:** means the use or specific reservation of Assigned Space for Attachments on the same Utility Pole.
- 1.17 **Overlash:** means to place an additional wire or cable Communications Facility onto an existing Attachment owned by Licensee.
- 1.18 **Pedestals/Vaults/Enclosures:** means above- or below-ground housings that are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices and/or provide a service connection point and that shall not be attached to Utility Poles (see Appendix D—Specifications).
- 1.19 **Permit:** means written or electronic authorization (see Appendix C) of Utility for Licensee to make or maintain Attachments to specific Utility Poles pursuant to the requirements of this Agreement.

- 1.20 **Pole**: means a pole owned by Utility used for the distribution of electricity, having a voltage rating of 15kV or below, and/or Communications Service that is capable of supporting Attachments for Fiber Network Facilities.
- 1.21 **Post-Construction Inspection**: means the inspection required by Utility to determine and verify that the Attachments have been made in accordance with Applicable Standards and the Permit.
- 1.22 **Pre-Construction Survey**: means all work or operations required by Applicable Standards and/or Utility to determine the potential Make-Ready Work necessary to accommodate Licensee's Fiber Network Facilities on a Pole. Such work includes, but is not limited to, field inspection and administrative processing. The Pre-Construction Survey shall be coordinated with Utility and include Licensee's professional engineer or qualified designee.
- 1.23 **Reserved Capacity**: means capacity or space on a Pole that Utility has identified and reserved for its own electric utility requirements, including the installation of communications circuits for operation of Utility's electric system or for other Utility communication purposes, pursuant to a reasonable projected need or business plan.
- 1.24 **Riser**: means metallic or plastic encasement materials placed vertically on the Pole to guide and protect communications wires and cables.
- 1.25 **Utility Facilities**: means all personal property and real property owned or controlled by Utility, including Poles and Conduit System.
- 1.26 **Tag**: means to place distinct markers on wires and cables, coded by color or other means specified by Utility and/or applicable federal, state or local regulations, that will readily identify the type of Attachment (e.g., cable TV, telephone, high-speed broadband data, public safety) and its owner.

Article 2—Scope of Agreement

- 2.1 **Grant of License**. Subject to the provisions of this Agreement, Utility hereby grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain Permitted Attachments to Utility's Poles and to install its Fiber Network Facilities. This License does NOT allow Licensee access to or use of Utility's Conduit System. However, upon written agreement of Utility, Licensee may be allowed to occupy any new trench under the written terms and

conditions of the Utility. This License is limited to the Fiber Network Facilities of Licensee.

- 2.2 Parties Bound by Agreement.** Licensee and Utility agree to be bound by all provisions of this Agreement.
- 2.3 Permit Issuance Conditions.** Utility will issue a Permit(s) to Licensee only when Utility determines, in its sole judgment, exercised reasonably, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards.
- 2.4 Reserved Capacity.** Access to Assigned Space on Utility Poles will be made available to Licensee with the understanding that such access is to Utility's Reserved Capacity only. On giving Licensee at least thirty (30) calendar days prior notice, Utility may reclaim such Reserved Capacity anytime during the period following the installation of Licensee's Attachment in which this Agreement is effective if required for Utility's future electric service use or Communication Service, including, but not limited to the attachment of communications lines for internal or external Utility operational or governmental communications requirements. Utility shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand Capacity so that Licensee can maintain its Attachment on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article 9.
- 2.5 No Interest in Property.** No use, however lengthy, of any Utility Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easement or other ownership or property right of any nature in any portion of such Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of Utility's rights to Utility Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a licensee only.
- 2.6 Licensee's Right to Attach.** Nothing in this Agreement, other than a Permit issued pursuant to Article 6, shall be construed as granting Licensee any right to attach Licensee's Fiber Network Facilities to any specific Pole or within any utility right of way.

- 2.7 **Utility's Rights over Poles.** The parties agree that this Agreement does not in any way limit Utility's right to locate, operate, maintain or remove its Poles or Conduit System in the manner that will best enable it to fulfill its service requirements. Utility reserves the right to exclude from joint use such poles that in the utilities sole judgment, are necessary for its sole use. Poles having attached circuits which operate at voltages in excess of 15,000 volts are excluded from joint use.
- 2.8 **Expansion of Capacity.** Utility will take reasonable steps to expand Pole Capacity when necessary to accommodate Licensee's request for Attachment. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require Utility to install, retain, extend or maintain any Pole for use when such Pole is not needed for Utility's service requirements.
- 2.9 **Other Agreements.** Except as provided herein, nothing in this Agreement shall limit, restrict, or prohibit Utility from fulfilling any agreement or arrangement regarding Poles into which Utility has previously entered, or may enter in the future, with others not party to this Agreement.
- 2.10 **Permitted Uses.** This Agreement is limited to the uses specifically stated in the recitals stated above and no other use shall be allowed without Utility's express written consent to such use. Nothing in this Agreement shall be construed to require Utility to allow Licensee to use Utility's Poles or Conduit System after the termination of this Agreement.
- 2.11 **Overlapping.** The following provisions will apply to Overlapping:
- 2.11.1 A Permit shall be obtained for each Overlapping pursuant to Article 6. Absent such authorization, Overlapping constitutes an unauthorized Attachment and is subject to the Unauthorized Attachment fee specified in Appendix A, Item 3.
- 2.11.2 If Licensee demonstrates that the Overlapping of Licensee's Attachment(s) is required to accommodate Licensee's Facilities, Utility shall not withhold Permits for such Overlapping if it can be done consistent with Paragraph 2.3. Overlapping performed pursuant to this Paragraph 2.11.2 shall not increase the Annual Attachment Fee paid by Licensee pursuant to Appendix A, Item 1. Licensee, however, shall be responsible for all Make-Ready Work and other charges associated with the Overlapping but

shall not be required to pay a separate Annual Attachment Fee for such Overlashed Attachment.

2.11.3 If Overlashing is required to accommodate facilities of a third party, such third party must enter into a license agreement with Utility and obtain Permits and must pay a separate Attachment Fee (Appendix A, Item 1) as well as the costs of all necessary Make-Ready Work required to accommodate the Overlashing. No such Permits to third parties may be granted by Utility allowing Overlashing of Licensee's Communications Facilities unless Licensee has consented in writing to such Overlashing. Overlashing performed under this Paragraph 2.11.3 shall not increase the fees and charges paid by Licensee pursuant to Appendix A, Item 1. Nothing in this Agreement shall prevent Licensee from seeking a contribution from an Overlashing third party to defray fees and charges paid by Licensee.

2.11.4 Make-Ready Work procedures set forth in Article 7 shall apply, as necessary, to all Overlashing.

2.12 **Enclosures.** Licensee shall not place Pedestals, Vaults and/or other Enclosures on or within four (4) feet of any Pole or other Utility Facilities without Utility's prior written permission. If permission is granted, all such installations shall be per the Specifications and Drawings in Appendix D of this Agreement and charges as provided in Appendix A. Such permission shall not be unreasonably withheld.

2.13 **Non-Discrimination.** The Licensee agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

2.14 **No Joint Venture or Partnership.** This Agreement does not and is not intended to create a joint venture or partnership between the parties. The rights and obligations of the parties are entirely contained within this Agreement.

2.15 **Dispute Resolution.** If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

- (a) Mediation. If they are unable to resolve the dispute themselves, and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.
- (b) Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.
- (c) Notice. Written notice of a dispute shall be given to the other parties not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice.

2.16 Electronic Documents. After the Agreement or an Application or Permit (Document) has been duly signed, delivered and received, by either party to the other party by means of a confirmed email (or similar electronic transmission) in an unalterable image format, the Document shall be considered as validly delivered as the physical delivery of the signed Document in paper form. In addition, it is further understood that a Document may be imaged and stored electronically and introduced as evidence in any proceeding as if an original business record; and neither party will object to the admissibility of such an image as evidence in any proceeding on account of having been stored electronically.

Article 3—Fees and Charges

- 3.1 Payment of Fees and Charges.** Licensee shall pay to Utility the fees and charges specified in Appendix A and shall comply with the terms and conditions specified herein.
- 3.2 Payment Period.** Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Utility pursuant to this Agreement within thirty (30) calendar days after Utility issues the invoice.
- 3.3 Billing of Attachment Fee.** Utility shall invoice Licensee for the per-pole Attachment Fee annually. Utility will submit to Licensee an invoice for the annual rental period no later than July 31 of each year for the previous rental period. The initial annual rental period shall commence upon the execution of this Agreement and conclude on June 30 of the next year, and each subsequent annual rental period shall commence on the following July 1 and conclude on June 30 of the

subsequent year. The invoice shall set forth the total number of Utility's Poles on which Licensee was issued and/or holds a Permit(s) for Attachments at any time during such annual rental period, including any previously authorized and valid Permits.

- 3.4 Refunds.** No fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted hereunder. Nor shall any refund be owed if a Pole or portion of Conduit System is abandoned by Utility.
- 3.5 Late Charge.** If Utility does not receive payment for any fee or other amount owed within thirty (30) calendar days after it becomes due, Licensee, upon receipt of fifteen (15) calendar days written notice, shall pay interest to Utility, at the rate of one percent (1%) per month, on the amount due.
- 3.6 Payment for Work.** Licensee will be responsible for payment to Utility for all work Utility or Utility's contractors perform pursuant to this Agreement to accommodate Licensee's Fiber Network Facilities.
- 3.7 Advance Payment.** At the sole discretion of Utility, Licensee may be required to pay in advance all reasonable costs, including but not limited to administrative, construction, inspections and Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Fiber Network Facilities pursuant to the procedures set forth in Articles 6 and 7 below.
- 3.8 True Up.** Wherever Utility, at its sole discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Licensee and the actual cost of activity exceeds the advance payment of estimated expenses, Licensee agrees to pay Utility for the difference in cost. To the extent that the actual cost of the activity is less than the estimated cost, Utility agrees to refund to Licensee the difference in cost.
- 3.9 Determination of Charges.** Wherever this Agreement requires Licensee to pay for work done or contracted by Utility, the charge for such work shall include all reasonable material, labor, engineering and administrative costs and applicable overhead costs. Utility shall bill its services based upon actual costs, and such costs will be determined in accordance with Utility's cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor costs per hour, persons employed and materials used and cost of materials. When calculating labor costs, it will be the greater of the loaded costs of municipal labor or that of the going current "Union scale." If Licensee was required to perform work and fails to

perform such work necessitating its completion by Utility, Utility may either charge an additional ten percent (10%) to its costs or assess the penalty specified in Appendix A.

- 3.10 Work Performed by Utility.** Wherever this Agreement requires Utility to perform any review, inspection, or work, Licensee acknowledges and agrees that Utility, at its sole discretion, may utilize its employees, agents, consultants, or contractors, or any combination to perform such activities or work.
- 3.11 Default for Nonpayment.** Nonpayment of any amount due under this Agreement beyond ninety (90) days shall constitute a material default of this Agreement.
- 3.12 Payment of Taxes and Fees.** Licensee shall pay promptly all taxes, assessments and permit fees lawfully levied on its property and services authorized by this Agreement.

Article 4—Specifications

- 4.1 Installation/Maintenance of Fiber Network Facilities.** When a Permit is issued pursuant to this Agreement, Licensee's Fiber Network Facilities shall be installed and maintained in accordance with the requirements and specifications of Appendix D. All of Licensee's Fiber Network Facilities must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Fiber Network Facilities. Licensee shall, at its own expense, make and maintain its Attachments in safe condition and good repair, in accordance with all Applicable Standards. Notwithstanding anything in this Agreement to the contrary, Licensee is not required to update or upgrade its Attachments where not required to do so by either the NESC or the NEC.
- 4.2 Tagging.** Licensee shall Tag all of its Fiber Network Facilities as specified in Appendix D and/or applicable federal, state and local regulations upon installation of such Facilities. Failure to provide proper tagging will be considered a violation of the Applicable Standards. Failure to provide and maintain proper tagging shall be cause for termination of the Agreement, per Article 22 –Termination of Agreement.
- 4.3 Interference.** Licensee shall not allow its Fiber Network Facilities to impair the ability of Utility or any third party to use Utility's Poles, nor shall Licensee allow its Fiber Network Facilities to interfere with the operation of any Utility Facilities. Licensee shall promptly resolve such interference should they occur.

- 4.4 **Protective Equipment.** Licensee, and its employees and contractors, shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall at its own expense install protective devices designed to handle the voltage and current impressed on its Fiber Network Facilities in the event of a contact with the supply conductor. Except as provided in Paragraph 16.1, Utility shall not be liable for any actual or consequential damages to Licensee's Fiber Network Facilities or Licensee's customers' facilities.
- 4.5 **Violation of Specifications.** If Licensee's Fiber Network Facilities, or any part thereof, are installed, used or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from Utility, Utility at its option, may correct such conditions. Utility will attempt to notify Licensee in writing prior to performing such work whenever practicable. When Utility believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of Utility's service obligations or pose an immediate threat to the physical integrity of Utility Facilities, Utility may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable thereafter, Utility will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all costs incurred by Utility in taking action pursuant to this Paragraph.
- 4.6 **Restoration of Utility Service.** Utility's service restoration requirements shall take precedence over any and all work operations of Licensee on Utility's Poles.
- 4.7 **Effect of Failure to Exercise Access Rights.** If Licensee does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within ninety (90) calendar days of the effective date of such right and any extension thereof, Utility may use the space scheduled for Licensee's Attachment(s) for its own needs or other Attaching Entities. In such instances, Utility shall endeavor to make other space available to Licensee, upon written application per Article 6, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. Licensee may obtain a refund on a *pro-rata* basis of any Attachment Fees it has paid in advance with respect to expired Permits.
- 4.8 **Interference Test Equipment.** To the extent Licensee furnishes service it shall maintain test equipment to identify signal interference to its customers, and shall not identify Utility as the source of such interference absent a test report verifying the source.

4.9 **Removal of Nonfunctional Attachments.** At its sole expense, Licensee shall remove any of its Attachments or any part thereof that becomes nonfunctional and no longer fit for service (“Nonfunctional Attachment”) as provided in this Paragraph 4.9. A Nonfunctional Attachment that Licensee has failed to remove as required in this paragraph shall constitute an unauthorized Attachment and is subject to the Unauthorized Attachment fee specified in Appendix A, Item 3. Except as otherwise provided in this Agreement, Licensee shall remove Nonfunctional Attachments within one (1) year of the Attachment becoming nonfunctional, unless Licensee receives written notice from Utility that removal is necessary to accommodate Utility’s or another Attaching Entity’s use of the affected Pole(s) or portion of the Conduit System, in which case Licensee shall remove the Nonfunctional Attachment within sixty (60) days of receiving the notice. Where Licensee has received a Permit to Overlash a Nonfunctional Attachment, such Nonfunctional Attachment may remain in place until Utility notifies Licensee that removal is necessary to accommodate Utility’s or another Attaching Entity’s use of the affected Pole(s). Licensee shall give Utility notice of any Nonfunctional Attachments as provided in Article 15.

Article 5—Private and Regulatory Compliance

- 5.1 **Necessary Authorizations.** Licensee shall be responsible for obtaining from the appropriate public and/or private authority or other appropriate persons any required authorization to construct, operate and/or maintain its Fiber Network Facilities on public and/or private property before it occupies any portion of Utility’s Poles. Utility retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee’s obligations under this Article 5 include, but are not limited to, its obligation to obtain all necessary approvals to occupy public/private rights-of-way and to pay all costs associated therewith. Licensee shall defend, indemnify and reimburse Utility for all loss and expense, including reasonable attorney’s fees, that Utility may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee’s Fiber Network Facilities on Utility’s Poles.
- 5.2 **Lawful Purpose and Use.** Licensee’s Fiber Network Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable federal, state and local laws.

- 5.3 **Forfeiture of Utility's Rights.** No Permit granted under this Agreement shall extend to any Pole on which the Attachment of Licensee's Fiber Network Facilities would result in a forfeiture of Utility's rights. Any Permit, which on its face would cover Attachments that would result in forfeiture of Utility's rights, is invalid. Further, if any of Licensee's existing Fiber Network Facilities, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Licensee shall promptly remove its Facilities upon receipt of written notice from Utility. Utility will perform such removal at Licensee's expense not sooner than the expiration of thirty (30) calendar days from Utility's issuance of the written notice.
- 5.4 **Effect of Consent to Construction/Maintenance.** Consent by Utility to the construction or maintenance of any Attachments by Licensee shall not be deemed consent, authorization or an acknowledgment that Licensee has the authority to construct or maintain any other such Attachments. It is Licensee's responsibility to obtain all necessary approvals for each Attachment from all appropriate parties or agencies.

Article 6—Permit Application Procedures

- 6.1 **Permit Required.** Licensee shall not install any Attachments on any Pole without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix B. Unless otherwise notified, Pre-existing authorized Attachment(s) of Licensee as of the effective date of this Agreement shall be grandfathered with respect to Permitting, but shall be subject to the Attachment Fees. Licensee shall provide Utility with a list of all such pre-existing Attachments within six (6) months of the effective date of this Agreement. Attachments to or rights to occupy Utility Facilities not covered by this Agreement must be separately negotiated.
- 6.2 **Permits for Overlapping.** As set out in Paragraph 2.11, Permits are required for any Overlapping allowed under this Agreement and Licensee, Licensee's Affiliate or other third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such Overlapping.
- 6.3 **Professional Certification.** Unless otherwise waived in writing by Utility, as part of the Permit application process and at Licensee's sole expense, a qualified and experienced professional engineer, or an employee or contractor of Licensee who has been approved by Utility, must participate in the Pre-Construction Survey, conduct the Post-Construction Inspection and certify that Licensee's Fiber Network Facilities can be and were installed on the identified Poles in compliance with the

standards in Paragraph 4.1 and in accordance with the Permit. The professional engineer's qualifications must include experience performing such work, or substantially similar work, on electric distribution systems. Two separate written certifications, one addressing Pre-Construction Survey and accompanying the Permit Application and one addressing Post Construction Inspection are required. Utility, at its discretion, may waive the requirements of this Paragraph 6.3, with respect to service drops.

- 6.4 Utility Review of Permit Application.** Upon receipt of a properly executed Application for Permit (Appendix C), which shall include the Pre-Construction Survey, certified per Paragraph 6.3 above, and detailed plans for the proposed Attachments in the form specified in Appendix D, E, and F, Utility will review the Permit Application as promptly as possible, and discuss any issues with Licensee, including engineering or Make-Ready Work requirements associated with the Permit Application. Utility acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis or in meeting all Applicable Standards.
- 6.5 Permit as Authorization to Attach.** After receipt of payment for any necessary Make-Ready Work, Utility will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s).

Article 7—Make-Ready Work/Installation

- 7.1 Estimate for Make-Ready Work.** In the event Utility determines that it can accommodate Licensee's request for Attachment(s), including Overlapping of an existing Attachment, it will, upon request, advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.
- 7.2 Payment of Make-Ready Work.** Upon completion of the Make-Ready Work, Utility shall invoice Licensee for Utility's actual cost of such Make-Ready Work. Alternatively, Utility, at its discretion, may require payment in advance for Make-Ready Work based upon the estimated cost of such work. In such case, upon completion Licensee shall pay Utility's actual cost of Make-Ready Work. The costs of the work shall be itemized as per Paragraph 3.9 and trued up as per Paragraph 3.8.
- 7.3 Who May Perform Make-Ready Work.** Make-Ready Work shall be performed only by Utility and/or a contractor authorized by Utility to perform such work.

- 7.4 **Scheduling of Make-Ready Work.** In performing all Make-Ready Work to accommodate Licensee's Fiber Network Facilities, Utility will endeavor to include such work in its normal work schedule. In the event Licensee requests that the Make-Ready Work be performed on a priority basis or outside of Utility's normal work hours, Licensee agrees to pay any resulting increased costs. Nothing herein shall be construed to require performance of Licensee's work before other scheduled work or Utility service restoration.
- 7.5 **Written Approval of Installation Plans Required.** Before making any Attachments to Utility's Poles, including Overlapping of existing Attachments, the applicant must obtain Utility's written approval of detailed plans for the Attachments. Such detailed plans shall accompany a Permit application as required under Paragraph 6.4.
- 7.6 **Licensee's Installation/Removal/Maintenance Work.**
- 7.6.1 All of Licensee's installation, removal and maintenance work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of Utility's Poles, or other Facilities or other Attaching Entity's facilities or equipment attached thereto. All such work is subject to the insurance requirements of Article 18.
- 7.6.2 All of Licensee's installation, removal and maintenance work performed on Utility's Poles or in the vicinity of other Utility Facilities, either by its employees or contractors, shall be in compliance with all applicable regulations specified in Paragraph 4.1. Licensee shall assure that any person installing, maintaining, or removing its Fiber Network Facilities is fully qualified and familiar with all Applicable Standards, the provisions of Article 17, and the Specifications contained in Appendix D.

Article 8—Transfers

- 8.1 **Required Transfers of Licensee's Fiber Network Facilities.** If Utility reasonably determines that a transfer of Licensee's Fiber Network Facilities is necessary, Licensee agrees to allow such transfer. A transfer includes but is not limited to a temporary raising, lowering or moving of facilities to accommodate a temporary situation. In such instances, Utility will, at its option, either perform the transfer using its personnel, and/or contractors and/or require Licensee to perform such transfer at its own expense within thirty (30) calendar days after

receiving notice from Utility. If Licensee fails to transfer its Facilities within thirty (30) calendar days after receiving such notice from Utility, Utility shall have the right to transfer Licensee's Facilities using its personnel and/or contractors at Licensee's expense plus the penalty specified in Appendix A. Utility shall not be liable for damage to Licensee's Facilities except to the extent provided in Paragraph 16.1. The written advance notification requirement of this Paragraph shall not apply to emergency situations, including but not limited to a broken pole, in which case Utility shall provide such advance notice as is practical given the urgency of the particular situation. Utility shall then provide written notice of any such actions taken within ten (10) days of the occurrence. Irrespective of who owns them, Licensee is responsible for the transfer of Facilities that are overlashed on to Licensee's Attachments.

- 8.2 Billing for Transfers Performed by Utility.** If Utility performs the transfer(s), Utility will bill Licensee for actual costs per Paragraph 3.9. Licensee shall reimburse Utility within thirty (30) calendar days of the receipt of the invoice.

Article 9—Pole Modifications And/Or Replacements

- 9.1 Licensee's Action Requiring Modification/Replacement.** In the event that any Pole to which Licensee desires to make Attachment(s) is unable to support or accommodate the additional facilities in accordance with all Applicable Standards, Utility will notify Licensee of the necessary Make-Ready Work, and associated costs, to provide an adequate Pole, including but not limited to replacement of the Pole and rearrangement or transfer of Utility's Facilities. Licensee shall be responsible for separately entering into an agreement with other Attaching Entities concerning the allocation of costs for the relocation or rearrangement of such entities' existing Attachments. If Licensee elects to go forward with the necessary changes, Licensee shall pay to Utility the actual cost of the Make-Ready Work, performed by Utility, per Paragraph 3.9. Utility, at its discretion, may require advance payment. Licensee shall also be responsible for obtaining, and furnishing to Utility before the commencement of any Make-Ready Work, agreements between Licensee and the other Attaching Entities (including Overlashers) concerning the relocation or rearrangement of their Attachments and the costs involved.
- 9.2 Treatment of Multiple Requests for Same Pole.** If Utility receives Permit Applications for the same Pole from two or more prospective licensees within

sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification or replacement of the Pole, Utility will allocate among such licensees the applicable costs associated with such modification or replacement. Such allocation applies only to those Attachments involving cable/wire and not Risers and/or other equipment. If for any reason only one attachment can be accommodated on a particular Pole, the Permit Application received first by the Utility, shall prevail.

- 9.3 Guying.** The use of guying to accommodate Licensee's Attachments shall be provided by and at the expense of Licensee and to the satisfaction of Utility as specified in Appendix D. Licensee shall not attach its guy wires to Utility's anchors.
- 9.4 Allocation of Costs.** The costs for any rearrangement or transfer of Licensee's Fiber Network Facilities or the replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of Utility's cables or wires) shall be allocated to Utility and/or Licensee and/or other Attaching Entity on the following basis:
- 9.4.1** If Utility intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification/replacement of the Pole. Licensee, however, shall be responsible for all costs associated with the rearrangement or transfer of Licensee's Fiber Network Facilities. Prior to making any such modification or replacement Utility shall provide Licensee written notification of its intent in order to allow Licensee a reasonable opportunity to elect to modify or add to its existing Attachment. Should Licensee so elect, it must seek Utility's written permission per this Agreement. The notification requirement of this Paragraph 9.4.1 shall not apply to routine maintenance or emergency situations. If Licensee elects to add to or modify its Fiber Network Facilities, Licensee shall bear the total incremental costs incurred by Utility in making the space on the Poles accessible to Licensee.
- 9.4.2** If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than Utility or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or Pole replacement, as well as the costs for rearranging or transferring Licensee's Fiber Network Facilities. Licensee.

shall cooperate with such third-party Attaching Entity to determine the costs of moving Licensee's facilities.

9.4.3 If the Pole must be modified or replaced for other reasons unrelated to the use of the Pole by Attaching Entities (*e.g.*, storm, accident, deterioration), Utility shall pay the costs of such modification or replacement; provided, however, that Licensee shall be responsible for the costs of rearranging or transferring its Fiber Network Facilities.

9.4.4 If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for the costs related to the modification or replacement of the Pole and for the costs associated with the transfer or rearrangement of any other Attaching Entity's facilities. Licensee shall submit to Utility evidence, in writing, that it has made arrangements to reimburse all affected Attaching Entities for the cost to transfer or rearrange such Entities' Facilities at the time Licensee submits a Permit Application to Utility. Utility shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Facilities pursuant to this Paragraph 9.4.4.

9.5 **Utility Not Required to Relocate.** No provision of this Agreement shall be construed to require Utility to relocate its Attachments or modify/replace its Poles for the benefit of Licensee, provided, however, any denial by Utility for modification of the pole is based on nondiscriminatory standards of general applicability.

Article 10—Abandonment or Removal of Utility Facilities

10.1 **Notice of Abandonment or Removal of Utility Facilities.** If Utility desires at any time to abandon, remove or underground any Utility Facilities to which Licensee's Fiber Network Facilities are attached, it shall give Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such Utility's Facilities. Notice may be limited to thirty (30) calendar days if Utility is required to remove or abandon its Utility Facilities as the result of the action of a third party and the greater notice period is not practical. Such notice shall indicate whether Utility is offering Licensee an option to purchase the Pole(s). If, following the expiration of the thirty-day period, Licensee has not yet removed and/or transferred all of its Fiber Network

Facilities therefrom and has not entered into an agreement to purchase Utility's Facilities pursuant to Paragraph 10.2, Utility shall have the right, subject to any applicable laws and regulations, to have Licensee's Fiber Network Facilities removed and/or transferred from the Pole at Licensee's expense. Utility shall give Licensee prior written notice of any such removal or transfer of Licensee's Facilities.

- 10.2 Option to Purchase Abandoned Poles.** Should Utility desire to abandon any Pole, Utility, in its sole discretion, may grant Licensee the option of purchasing such Pole at a rate negotiated with Utility. Licensee must notify Utility in writing within thirty (30) calendar days of the date of Utility's notice of abandonment that Licensee desires to purchase the abandoned Pole. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals and easements allowing Licensee to independently own and access the Pole within forty-five (45) calendar days. Should Licensee fail to secure the necessary governmental approvals, or should Utility and Licensee fail to enter into an agreement for Licensee to purchase the Pole prior to the end of the forty-five (45) calendar days, Licensee must remove its Attachments as required under Paragraph 10.1. Utility is under no obligation to sell Licensee Poles that it intends to remove or abandon.
- 10.3 Underground Relocation.** If Utility moves any portion of its aerial system underground, Licensee shall remove its Fiber Network Facilities from any affected Poles within sixty (60) calendar days of receipt of notice from Utility and either relocate its affected Facilities underground with Utility or find other means to accommodate its Facilities. Licensee's failure to remove its Facilities as required under this Paragraph 10.3 shall subject Licensee to the penalty provisions of Appendix A. Costs associated with relocation are at the Licensee's sole expense.
- 10.4 Governmental Requirement to Remove or Shorten.** In the event that the use of any Pole is or becomes lawfully forbidden by federal, state, county or municipal authorities or by owners of private property, Utility shall provide sixty (60) days notice to Licensee that the Authorization covering the use of such pole will be terminated, and that the Attachment(s) of Licensee must be removed from the affected pole at Licensee's expense. Notwithstanding the foregoing, if the federal, state, county or municipal authority, or private landowner requires discontinuance of the Pole in less than sixty (60) days, the notice provided by Utility shall be reduced accordingly. If a governmental authority requires Utility to reduce the height of a Pole such that the continued presence of Licensee's Attachments would not comply with the requirements of this Agreement, then the Authorization covering Licensee's Attachments to the Pole shall immediately

terminate upon notice from Utility and Licensee shall remove its Attachments from the affected Pole at its own expense by the date specified by Utility.

Article 11—Removal of Licensee’s Facilities

Removal on Expiration/Termination. At the expiration or other termination of this License Agreement or individual Permit(s), Licensee shall remove its Fiber Network Facilities from the affected Poles or portions of Conduit System at its own expense. If Licensee fails to remove such facilities within sixty (60) calendar days of expiration or termination or some greater period as allowed by Utility, Utility shall have the right (a) to have such facilities removed at Licensee’s expense and the Utility shall be the owner of such facilities and may dispose of them in its discretion; or (b) to leave the facilities in place and take ownership of them.

Article 12—Termination of Permit

12.1 Automatic Termination of Permit. Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Fiber Network Facilities on public or private property at the location of the particular Pole(s)/portion of the Conduit System covered by the Permit; or if Licensee is in bankruptcy and the Trustee does not accept this Agreement.

12.2 Surrender of Permit. Licensee may at any time surrender any Permit for Attachment and remove its Fiber Network Facilities from the affected Pole(s), provided, however, that before commencing any such removal Licensee must obtain Utility’s written approval of Licensee’s plans for removal, including the name of the party performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article 18. No refund of any fees or costs will be made upon removal. If Licensee surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Attachments from Utility’s Facilities within thirty (30) calendar days thereafter, Utility shall have the right to remove Licensee’s Attachments at Licensee’s expense.

Article 13—Inspection of Licensee's Facilities

- 13.1 Inspections.** Utility may conduct an inventory and inspection of Attachments at any time. Licensee shall correct all Attachments that are not found to be in compliance with Applicable Standards within thirty (30) calendar days of notification. If it is found that Licensee has made an Attachment without a Permit, Licensee shall pay a fee as specified in Appendix A, Item 3 in addition to applicable Permit and Make-Ready charges. If it is found that five percent (5%) or more of Licensee's Attachments are either in non-compliance or not permitted, Licensee shall pay its *pro-rata* share of the costs of the inspection.
- 13.2 Notice.** Utility will give Licensee reasonable advance written notice of such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been received.
- 13.3 No Liability.** Inspections performed under this Article 13, or the failure to do so, shall not operate to impose upon Utility any liability of any kind whatsoever or relieve Licensee of any responsibility, obligations or liability whether assumed under this Agreement or otherwise existing.
- 13.4 Attachment Records.** Notwithstanding the above inspection provisions, Licensee is obligated to furnish Utility on an annual basis an up-to-date map depicting the precise locations and total number of its Attachments in an electronic format specified by Utility.

Article 14—Unauthorized Occupancy or Access

- 14.1 Penalty Fee.** If any of Licensee's Attachments are found occupying any Pole for which no Permit has been issued, Utility, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Access Penalty Fee as specified in Appendix A, Item 3. In the event Licensee fails to pay such Fee within thirty (30) calendar days of receiving notification thereof, Utility has the right to remove such Fiber Network Facilities at Licensee's expense.
- 14.2 No Ratification of Unlicensed Use.** No act or failure to act by Utility with regard to any unlicensed use shall be deemed as ratification of the unlicensed use and if any Permit should be subsequently issued, such Permit shall not operate retroactively or constitute a waiver by Utility of any of its rights or privileges

under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to the unauthorized use from its inception.

Article 15—Reporting Requirements

Concurrently with Licensee's Attachment Fee payment and using the reporting form contained in Appendix E and F, Licensee shall report the following to Utility:

- 15.1** The Poles on which Licensee has installed, during the relevant reporting period, Risers and service drops, where no Permit was required.
- 15.2** All Attachments which have become nonfunctional during the relevant reporting period. The report shall identify the Pole on which the Nonfunctional Attachment is located, describe the nonfunctional equipment, and indicate the approximate date the Attachment became nonfunctional.
- 15.3** Any equipment Licensee has removed from Poles during the relevant reporting period. The report shall identify the Pole from which the equipment was removed, describe the removed equipment, and indicate the approximate date of removal. This requirement does not apply where Licensee is surrendering a Permit pursuant to Paragraph 12.2.

Article 16—Liability and Indemnification

- 16.1** **Liability.** Utility reserves to itself the right to maintain and operate its Poles and Conduit System in such manner as will best enable it to fulfill its service requirements. Licensee agrees to use Utility's Poles at Licensee's sole risk. Notwithstanding the foregoing, Utility shall exercise reasonable precaution to avoid damaging Licensee's Fiber Network Facilities and shall report to Licensee the occurrence of any such damage caused by its employees, agents or contractors. Subject to Paragraph 16.2, Utility agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the physical repair of such facilities damaged by the sole negligence or willful misconduct of Utility, provided, however, that the aggregate liability of Utility, to Licensee, in any fiscal year, for any other fines, penalties, claims or damages stemming from interruption of Licensee's service or interference with the operation of Licensee's Fiber Network Facilities (including special, indirect, punitive or consequential damages) shall not exceed the amount of the total Annual Attachment Fees paid

by Licensee to Utility for that year as calculated based on the number of Attachments under Permit at the time of the damage per Appendix A, Item 1.

16.2 Indemnification. Licensee waives, releases and agrees to indemnify all liability of the Utility and its officials, officers, board members, council members, commissioners, representatives, employees, agents, consultants, and contractors for all claims, costs, reasonable attorney fees, damages, fines, taxes, special charges by others, penalties, payments and expenses arising in any way, including any act, omission, failure, negligence or willful misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation of Licensee's Fiber Network Facilities, except if caused solely by the Utility's negligence or willful misconduct. Such waived, released and indemnified claims include, but are not limited to, the following:

16.2.1 Intellectual property infringement, libel and slander, trespass, invasion of privacy, and infringement of patents;

16.2.2 Damage to property, injury to or death of any person;

16.2.3 Consequential or incidental damages including, but not limited to lost parties, lost data and information.

16.3 Environmental Hazards. Licensee represents and warrants that its use of Utility's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Utility's Poles or transport to Utility's Poles any hazardous substances and that Licensee's Fiber Network Facilities will not constitute or contain and will not generate any hazardous substance in violation of federal, state or local law now or hereafter in effect including any amendments. "Hazardous Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, dangerous radio frequency radiation, or other similar terms by any federal, state, or local laws, regulations or rules now or hereafter in effect including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration or other disaster, its Fiber Network Facilities would not release any Hazardous Substances. Licensee and its agents, contractors and subcontractors shall defend, indemnify and hold harmless Utility and its respective officials, officers, board members, council members, commissioners, representatives, employees, agents, consultants, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, expenses (including reasonable

attorney's fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage or discovery of any Hazardous Substances on, under or adjacent to Utility's Poles attributable to Licensee's use of Utility's Poles.

Should Utility's Poles be declared to contain Hazardous Substances, Utility, Licensee and all Attaching Entities shall share proportionately in the cost of disposal of the affected Poles based on each entity's individual percentage use of same. For Attaching Entities, such percentage shall be derived from the sum of Assigned Space occupied by each Attaching Entity plus its share of the Common Space. For Utility, such percentage shall be equal to the space above the NESC 40-inch safety space plus its share of the Common Space. Provided, however, if the source or presence of the Hazardous Substance is solely attributable to particular parties, such costs shall be borne solely by those parties.

- 16.4 **Governmental Immunity.** No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Utility of any governmental immunity.
- 16.5 **Third Party Beneficiaries.** There are no intended third party beneficiaries of this Agreement.
- 16.6 **Costs and Attorney's Fees.** If Utility incurs costs, including actual attorney fees, resulting from Licensee's breach of or failure to follow this Agreement or that arise from an action in a court to enforce or interpret this Agreement, Licensee shall pay Utility's costs and reasonable attorney's fees.

Article 17—Duties, Responsibilities, And Exculpation

- 17.1 **Duty to Inspect.** Licensee acknowledges and agrees that Utility does not warrant the condition or safety of Utility's Facilities, or the premises surrounding the Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect Utility's Facilities, Utility's Poles and/or premises surrounding the Poles, prior to commencing any work on Utility's Poles or entering the premises surrounding such Poles.
- 17.2 **Knowledge of Work Conditions.** By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will

undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties and restrictions attending the execution of such work.

17.3 DISCLAIMER. UTILITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO UTILITY'S POLES OR CONDUIT SYSTEM, ALL OF WHICH ARE HEREBY DISCLAIMED, AND UTILITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. UTILITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17.4 Duty of Competent Supervision and Performance. The parties further understand and agree that in the performance of work under this Agreement, Licensee and its agents, employees, contractors and subcontractors will work near electrically energized lines, transformers or other Utility Facilities, and it is the intention that energy therein will not be interrupted during the continuance of this Agreement, except in an emergency endangering life, grave personal injury or property. Licensee shall ensure that its employees, agents, contractors and subcontractors have the necessary qualifications, skill, knowledge, training and experience to protect themselves, their fellow employees, employees of Utility and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, agents, contractors and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of Utility's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized by the Utility and that no such work is conducted unless and until the equipment is made safe.

17.5 Requests to De-energize. In the event Utility de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse Utility in full for all costs and expenses incurred, in accordance with Paragraph 3.9, in order to comply with Licensee's request. Before Utility de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Licensee's request.

17.6 Interruption of Service. In the event that Licensee causes an interruption of service by damaging or interfering with any equipment of Utility, Licensee at its

expense shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Utility immediately.

- 17.7 Duty to Inform.** Licensee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on Utility's Poles by Licensee's employees, agents, contractors or subcontractors, and accepts as its duty and sole responsibility to notify and inform Licensee's employees, agents, contractors or subcontractors of such dangers, and to keep them informed regarding same.

Article 18—Insurance

- 18.1 Policies Required.** At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:

18.1.1 Workers' Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Michigan law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Utility. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

18.1.2 Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with Limits of liability not less than \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence.

18.1.3 Automobile Liability Insurance. Business automobile policy covering all owned, hired and nonowned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.

18.1.4 Umbrella Liability Insurance. Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability

insurance required above. Limits of liability not less than \$4,000,000 each occurrence, \$4,000,000 aggregate.

18.1.5 Property Insurance. Each party will be responsible for maintaining property insurance on its own facilities, buildings and other improvements, including all equipment, fixtures, and utility structures, fencing or support systems that may be placed on, within or around Utility Facilities to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as “extended coverage” insurance or self-insure such exposures.

18.2 Qualification; Priority; Contractors’ Coverage. The insurer must be authorized to do business under the laws of the State of Michigan and have an “A” or better rating in Best’s Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect, workers’ compensation and employers’ liability, comprehensive general liability and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article 18 with the same limits.

18.3 Certificate of Insurance; Other Requirements. Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee will furnish Utility with a certificate of insurance (“Certificate”) and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Agreement and workers’ compensation and property insurance waivers of subrogation required by this Agreement. Utility shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. Utility, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, “Additional Insureds”) shall be named as Additional Insureds under all of the policies, except workers’ compensation, which shall be so stated on the Certificate of Insurance. All policies, other than workers’ compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$10,000, or such greater amount as expressly allowed in writing by Utility. Licensee shall defend, indemnify and hold harmless Utility and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors and their subcontractors and provide a copy of such Certificates to Utility upon request.

- 18.4 **Limits.** The limits of liability set out in this Article 18 may be increased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase Licensee's exposure to risk.
- 18.5 **Prohibited Exclusions.** No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions (1) that exclude coverage of liability assumed by this Agreement with Utility except as to infringement of patents or copyrights or for libel and slander in program material, (2) that exclude coverage of liability arising from excavating, collapse, or underground work, (3) that exclude coverage for injuries to Utility's employees or agents, or (4) that exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.
- 18.6 **Deductible/Self-insurance Retention Amounts.** Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

Article 19—Authorization Not Exclusive

Utility shall have the right to grant, renew and extend rights and privileges to others not party to this Agreement by contract or otherwise, to use Utility Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

Article 20—Assignment

- 20.1 **Limitations on Assignment.** Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of Utility, which consent shall not be unreasonably withheld. It shall be unreasonable for Utility to withhold consent without cause to an assignment of all of Licensee's interests in this Agreement to its Affiliate.
- 20.2 **Obligations of Assignee/Transferee and Licensee.** No assignment or transfer under this Article 20 shall be allowed until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of Licensee arising under this Agreement. Licensee shall furnish Utility with prior written notice of

the transfer or assignment, together with the name and address of the transferee or assignee. Notwithstanding any assignment or transfer, Licensee shall remain fully liable under this Agreement and shall not be released from performing any of the terms, covenants or conditions of this Agreement without the express written consent to the release of Licensee by Utility.

- 20.3 Sub-licensing.** Without Utility's prior written consent, Licensee shall not sub-license or lease to any third party, including but not limited to allowing third parties to place Attachments on Utility's Facilities, including Overlapping, or to place Attachments for the benefit of such third parties on Utility's Poles or within Utility's Conduit System. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Fiber Network Facilities by third parties that involves no additional Attachment or Overlapping is not subject to this Paragraph 20.3.
- 20.4 Penalty for Improper Assignment.** Any assignment without Utility's consent shall automatically result in the increased fee/penalty shown on Appendix A. Payment of this fee/penalty shall be the joint and several responsibility of both the assignor and assignee.

Article 21—Failure to Enforce

Failure of Utility or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.

Article 22—Termination of Agreement

- 22.1** Notwithstanding Utility's rights under Article 12, Utility shall have the right, pursuant to the procedure set out in Paragraph 22.2, to terminate this entire Agreement, or any Permit issued hereunder, whenever Licensee is in default of any term or condition of this Agreement, including but not limited to the following circumstances:
- 22.1.1** Construction, operation or maintenance of Licensee's Fiber Network Facilities in violation of law or in aid of any unlawful act or undertaking; or

22.1.2 Construction, operation or maintenance of Licensee's Fiber Network Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental or private authority or violation of any other agreement with Utility; or

22.1.3 Construction, operation or maintenance of Licensee's Fiber Network Facilities without the insurance coverage required under Article 18.

22.2 Utility will notify Licensee in writing within fifteen (15) calendar days, or as soon as reasonably practicable, of any condition(s) applicable to Paragraph 22.1 above. Licensee shall take immediate corrective action to eliminate any such condition(s) within fifteen (15) calendar days, or such longer period mutually agreed to by the parties, and shall confirm in writing to Utility that the cited condition(s) has (have) ceased or been corrected. If Licensee fails to discontinue or correct such condition(s) and/or fails to give the required confirmation, Utility may immediately terminate this Agreement or any Permit(s). In the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, Utility may seek removal of Licensee's Fiber Network Facilities pursuant to the terms of Article 11, provided, that Licensee shall be liable for and pay all fees and charges pursuant to terms of this Agreement to Utility until Licensee's Fiber Network Facilities are actually removed.

Article 23—Term of Agreement

23.1 This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of fifteen (15) years. Either party may terminate this Agreement at the end of the initial fifteen (15) year term by giving to the other party written notice of an intention to terminate this Agreement at least ninety (90) calendar days prior to the end of the term. If no such notice is given, this Agreement shall automatically be extended for a renewal term from year to year, unless terminated by either party after the initial term by giving written notice of its intention to terminate at least ninety (90) calendar days prior to the end of any renewal term.

23.2 Even after the termination of this Agreement, Licensee's responsibility and indemnity obligations shall continue with respect to any claims or demands related to Licensee's Fiber Network Facilities as provided for in Article 16.

Article 24—Amending Agreement

Notwithstanding other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

Article 25—Notices

25.1 Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail, return receipt requested, with postage prepaid and, except where specifically provided for elsewhere, properly addressed as follows:

If to Utility, at: Traverse City Light and Power, 1131 Hastings St., Traverse City, MI 49686, Attn: Executive Director;

If to Licensee, at: Great Lakes Comnet, Inc., 1515 Turf Lane, Suite 100, East Lansing, MI 48823, Attn: Director Networks;

or to such other address as either party, from time to time, may give the other party in writing. Electronic delivery is allowed pursuant to Paragraph 2.16.

25.2 Licensee shall maintain a staffed 24-hour emergency telephone number, not available to the general public, where Utility can contact Licensee to report damage to Licensee's facilities or other situations requiring immediate communications between the parties. Such contact person shall be qualified and able to respond to Utility's concerns and requests. Failure to maintain an emergency contact shall subject Licensee to a penalty of \$100 per incident, and shall eliminate Utility's liability to Licensee for any actions that Utility deems reasonably necessary given the specific circumstances.

Article 26—Entire Agreement

This Agreement supersedes all previous agreements, whether written or oral, between Utility and Licensee for placement and maintenance of Licensee's Fiber Network Facilities on Utility's Poles within the geographical service area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

Article 27—Severability

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement but rather it is the intent of the parties that this Agreement be administered as if not containing the invalid provision.

Article 28—Governing Law

The validity, performance and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws (without reference to choice of law) of the State of Michigan.

Article 29—Incorporation of Recitals and Appendices

The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.

Article 30—*Force Majeure*

- 30.1** In the event that either Utility or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and any such party shall endeavor to remove or overcome such inability as soon as reasonably possible.
- 30.2** Utility shall not impose any charges on Licensee stemming solely from Licensee's inability to perform required acts during a period of unavoidable delay as described in Paragraph 31.1, provided that Licensee present Utility with a written description of such *force majeure* within a reasonable time after occurrence of the event or cause relied on, and further provided that this provision shall not operate

to excuse Licensee from the timely payment of any fees or charges due Utility under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

(UTILITY)

(LICENSEE)

BY: _____

BY: _____

Title: _____

Title: _____

APPENDIX A—FEES AND CHARGES

Pole Attachment Fees and Charges

Effective Date ___/___/___

1. Annual Pole Attachment Fee:\$ 10.00 per attachment/per year

The Annual Attachment Fees shall be adjusted annually by any change in the Index now known as “United States Bureau of Labor Statistics, Consumer Price Index—All Urban Consumers, base period 1982–84 = 100, (CPI-U),” hereinafter referred to as the “Index.”

2. Non-Recurring Fees:

One-time License Agreement Fee.....\$ 360.00

Permit Application Fee\$ _____ per Permit Application
(\$50.00 per pole)

Make Ready Work ChargesSee Article 3 of Agreement

Miscellaneous ChargesSee Article 3 of Agreement [or
Attach Fee Schedule for Work
Performed for the Licensee]

Inspection Fees.....See Article 3 of Agreement

Note: Permit Application Fee may be adjusted periodically, but not more often than annually to reflect increase in operating costs.

3. Unauthorized Attachment Penalty Fee:

3 x annual attachment fee, per occurrence.

4. Failure to Timely Transfer, Abandon or Remove Facilities or Improperly Assign Penalty:

1/5 annual attachment fee per day, per pole, first 30 days;

Annual attachment fee per day, per pole, second 30 days and thereafter.

Conduit Fees and Charges

1. Annual Conduit Rental Fee:\$ Not Applicable per linear foot/per year

Utility conduit not available for use

APPENDIX B—POLE ATTACHMENT PERMIT APPLICATION PROCESS

The following procedure is to be followed by each Licensee seeking to make new Attachments on Utility's Poles. Note that no entity may make any Attachments to Utility's Poles without having first entered into a binding Pole Attachment Licensing Agreement.

1. Licensee shall submit a written request to perform a Pre-Construction Inspection. The request must include a preliminary route description. Licensee shall have a professional engineer, or utility approved employee or contractor, participate in a Pre-Construction Inspection, which will include a review of the proposed Attachment(s) to preliminarily determine the feasibility of the request and identify any potential Make-Ready Work. Appendix D, E and F to this Agreement contain specifications, and design review and field data information that an applicant must provide, including a suggested worksheet.
2. Following the Pre-Construction Inspection, Licensee shall submit a completed Permit Application (Appendix C) that includes: route map, information required in Appendix D, E, and F, installation plans and recommendations on Make-Ready Work. Licensee shall prepare the Permit Application in adherence with the Applicable Standards (Section 1.2 of Agreement) and Appendix D, E, and F.
3. The Utility will review the completed Permit Application per Article 6, Paragraph 6.4, and discuss any issues with the Licensee.
4. Upon receipt of written authorization, Utility will proceed with Make-Ready Work according to the specific agreed-upon installation plans and the terms of the Agreement, including payment for the Make-Ready Work charges as set out by Utility and agreed to by the Licensee. Make Ready Work charges apply to all work referenced in Article 1, Paragraph 1.14 Make Ready Work.
5. Upon completion of the Make-Ready Work, the Utility will *sign* and return the Application for Permit authorizing the Licensee to make its Attachment(s) in accordance with agreed-upon installation plans.
6. The Licensee's professional engineer, utility-approved employee or contractor shall submit written certification that he/she has completed the Post-Construction Inspection and that the installation was done in accordance with the provisions of the Permit. The Post-Construction Inspection shall be submitted within ninety (90) calendar days after installation is complete.
7. If the Utility waives the professional-engineer requirement, the Utility will perform the Post-Construction Inspection and charge the Licensee per Article 3 of the Agreement.

APPENDIX C—APPLICATION FOR PERMIT

Application Date: ____/____/____

To: **Traverse City Light and Power, 1131 Hastings Street, Traverse City, MI 49686,**
Attn: Engineering Department

Desire to: _____ Attach to Utility Pole(s) _____ Remove Attachment from Utility Pole(s)

Permit No. _____ Superseded Permit No. _____

Number of Poles this permit _____ Sheet 1 of _____

Licensee Name: _____

Address: _____

Contact Person: _____ Phone _____

Title: _____

Utility Contact Person: _____ Phone _____

Title: _____

Narrative Description of proposed activity: _____

In accordance with the terms and conditions of the Pole Attachment Licensing Agreement dated _____, application is hereby made for a Permit to attach to and/or vacate Pole(s) in the locations detailed on the attached Route Map(s). Also, attached is documentation as required by Appendix D, E, and F of the Agreement. If applicable, the engineer's name, this State's registration number and phone number are:

Name: _____ Phone _____

Registration # _____

Appendix C—Application for Permit

Permission is hereby granted to Licensee to attach and/or vacate poles listed on the attached Field Data Summary Sheets, subject to payment of the necessary Make-Ready Work charges as set out by Utility and agreed to by the Licensee.

SUBMITTED:

APPROVED:

Licensee _____

Utility _____

By _____

By _____

Title _____

Title _____

Date _____

Date _____

APPENDIX D—SPECIFICATIONS FOR LICENSEE’S ATTACHMENTS TO UTILITY POLES

Licensee, when making Attachments to Utility Poles, will adhere to the following engineering and construction practices.

1. All Attachments shall be made in accordance with the Applicable Standards as defined in Paragraph 1.2 of this Agreement. Licensee’s Attachments on Utility Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code (“NESC”) and in any drawings and specifications Utility may from time to time furnish Licensee. No bolt used by Licensee shall extend or project more than one (1) inch beyond its nut.
2. Licensee will install its messengers, lines and cables per NESC requirements pertaining to maximum tensions under loaded and unloaded conditions. Design and installed tension on messengers, lines and cables shall also take into consideration actual electric supply conductor tension and sag under all conditions established by the NESC required for clearance purposes. Minimum clearances shall be (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. All vertical pole clearances and mid-span clearances shall comply with the latest edition of the NESC.
3. A clear Climbing Space must be maintained at all times on the face of the Pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the face of the Utility Pole per NESC. Licensee’s cable/wire Attachments shall be placed on the same side of the Pole as those of other Attaching Entities. In general, all other Attachments and Risers should be placed on Pole quarter faces.
4. Every effort should be made to install Pedestals, vaults and/or Enclosures a minimum of four (4) feet from Poles or other Utility Facilities.
5. Licensee shall not install a power supply or other large cabinets on any Utility’s pole on which underground electric services or risers, capacitor banks, sectionalizing equipment/switches, or voltage regulators are already installed.
6. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on the Utility’s Poles by Licensee’s Attachments.

7. Anchors and guy wires must be installed on each Utility Pole where an angle or a dead-end occurs in the messenger, lines or cable. All guy-wires and anchors must be adequately sized to support tension in messengers, lines and cables including all NESC overload and strength factors. Anchor holding strength determination shall include soil classification in each location where anchors are installed. Licensee shall make guy attachments to Poles at or below its cable Attachment. No proposed anchor can be within four (4) feet of an existing anchor without written consent of Utility.
8. Licensee may not attach guy wires to the anchors of Utility.
9. No Attachment may be installed on a Utility Pole until all required guys and anchors are installed. No Attachment may be modified, added to or relocated in such a way as will materially increase the stress or loading on Utility Poles until all required guys and anchors are installed.
10. Licensee's down guys, if needed, shall be bonded to ground wires of Utility's Pole
11. In the event that any of Licensee's proposed Attachments are to be installed upon poles already jointly used by Utility and another party(s), Licensee shall negotiate with such other party(s) to determine clearances between its facilities and those of Utility and other such party(s), except that Licensee may not in any way modify the clearance requirements set forth in this Agreement. After Utility completes its own make ready work, there may still be make ready work that needs to be completed by other party(s) that have existing attachments. If the pole is otherwise sufficient, but these other party attachments need to be moved or transferred to make space for the Licensee's new attachment, Licensee must make arrangements with the other party to move or transfer their facilities.

Miscellaneous Requirements

1. Licensee's messenger cable, cabinets, and enclosures shall be bonded to Utility's Pole ground wire at each Pole that has a ground wire. If no ground exists on a Pole, Licensee shall install a Pole ground in accordance with NESC requirements and prudent utility practices.
2. Licensee's service drop into any customer premises shall be protected as required by the most current edition of the NEC.
3. All Communications cables/wires not owned by Utility shall be attached within the communications space that is located 40 inches or more below the lowest Utility conductors, depending on sag conditions.

4. All Licensee Attachments shall have a two (2) inch separation or clearance in any direction from unbonded hardware and any enclosures containing equipment or meet the NESC requirements, whichever is more conservative.
5. All Licensee's Riser installations shall be in utility-approved conduit materials with weather-head and placed on stand-off brackets. Vertical risers shall be placed on the quarter faces of the pole. A two (2) inch separation or clearance in any direction from cable, bolts, clamps, metal supports and other equipment shall be maintained. Ground wires may be attached directly to Pole.
6. All Licensee's cables shall be identified with a band-type communications cable tag or other identification acceptable to Utility at each Attachment within twelve (12) inches of the Pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name, emergency contact number, cable type and unique pole number identification. At the discretion of Utility, Tags shall be color coded to permit identification of Attaching Entity by observation from the ground. 1" Arial font block letters are preferred. Tags must be readable with the naked eye from the ground by a person having normal vision. Tags must be made of a non-metallic material that can withstand ultraviolet exposure, the effects of weathering and exposure to the elements.

Utility Construction Drawings and Specifications

1. Utility may from time to time provide Utility Construction Drawings to Licensee. Licensee will apply the Utility's construction drawings and specifications in accordance with the NESC, NEC and any other federal, state or local code requirements.

Certification of Licensee's Design

1. Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in the State of Michigan, certifying that Licensee's aerial cable design fully complies with the NESC and Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements including all necessary Make-Ready.
2. This certification shall include the confirmation that the design is in accordance with pole strength and clearance requirements of the NESC, taking into account the effects of Utility's Facilities and other Attaching Entities' facilities that exist on the Poles without regard to the condition of the existing facilities.

APPENDIX E—DESIGN REVIEW INFORMATION AND SUGGESTED WORKSHEET

The following information must be submitted with each Permit application for Pole Attachments on Utility's system. Utility may direct that certain Attachments do not require the submittal of Design Review Information. These Attachments are noted at the end of this section.

Each Permit application must include a report from a professional engineer registered to practice in the State of Michigan, and experienced in electric utility system design, or a utility-approved employee or contractor of Licensee. This report must clearly identify the proposed construction and must verify that the Attachments proposed will maintain Utility's compliance with NESC Grade C construction for the loading district as outlined in the NESC.

Utility will require that all of the following information be submitted at the time of the Permit application. The applicant shall have performed all required calculations and be ready to provide the detailed information below within fifteen (15) calendar days of notice. Applicant shall keep copies of the engineering data available for a period of twenty (20) years.

Licensee shall apply the following conditions or actual field conditions, whichever is more conservative, in performing its review and design.

1. For pole strength calculations, all poles shall be as they actually exist, or be considered Class 4 for calculations.
2. All line angles or dead ends shall be guyed and anchored. Transverse pole strength shall not be assigned to attaching pole users for line angles, *i.e.*, pole should be viewed as being void of other cables, conductors, wires or guys and considering only the applicant's wires/cables for guying calculations.
3. Points of attachment shall be as they actually exist on the poles.

The following information shall be submitted at the time of the Permit application.

The information may be submitted electronically per specifications and format required by Utility. Licensee will consult with the Utility prior to sending anything electronically.

1. Three sets of construction plans, drawings, and maps detailing Licensee's build out plan.
2. Maps shall indicate the specific poles of the Utility that Licensee proposes to use.
3. The number and character of the Attachments to be placed on each Utility Pole.
4. All equipment to be placed on each Utility pole.
5. The total tension, weight and traverse loading data for the messengers, conductors, wire, or cable including multiplication by the applicable overload factors of the NESC. Data shall be supplied for each strength and clearance condition required to be maintained by the NESC.
6. The size, type, and number of conductors or wire including weight/feet, design tensions and sag for all NESC required loading and clearance conditions.
7. The size, type, and number of messengers and cable including weight/feet, design tension and diameter and sag for all NESC required loading and clearance conditions.
8. Drawing(s) showing the type and manner of bolted Attachments.
9. Drawing(s) showing the installation specifications, rating, and guy and anchor requirements.
10. Any pedestal or power supply attachments
11. Any other information necessary, in Utility's sole judgment, for Utility to determine if the Applicable Standards defined in Article 1.2 of the Agreement are being met.

NOTE: It is not the responsibility of the Utility to specify attachment heights, however, in certain situations the Utility may be allowed to do so. It is the responsibility of the Licensee to conduct their own engineering analysis and review to determine where they need to attach in order to meet NESC clearance requirements and the Applicable Standards defined in Paragraph 1.2 of the Agreement.

Lessee shall comply with any NESC and/or Utility safety factors, whichever is more conservative, in their designs. The Permit applicant shall provide for each application the following confirmations:

Required permits that have been obtained (insert n/a if not applicable):

- _____ (y/n) U.S. Corp of Engineers.
- _____ (y/n) Highway—state, county, city.
- _____ (y/n) Railroad.
- _____ (y/n) Local zoning boards, town boards, etc.
- _____ (y/n) Joint use permits, if required.
- _____ (y/n) Notified other pole users of contacts or crossings.

Confirm that you have:

- _____ (y/n) Obtained appropriate franchise(s).
- _____ (y/n) Obtained pole/anchor easements from land owners.
- _____ (y/n) Obtained crossing and overhang permits.
- _____ (y/n) Obtained permit to survey R/W.
- _____ (y/n) Completed State of Michigan Department of Transportation (MDOT) requirements.
- _____ (y/n) Placed permit number on plans.
- _____ (y/n) Complied with Miss Dig Underground Facility Location requirements.
- _____ (y/n) Included sag/tension data on proposed cable.

It is Licensee's responsibility to obtain all necessary permits and provide the Utility with a copy of each.

SUGGESTED WORKSHEET

Calculations are based upon the latest edition of the NESC and the latest editions of the requirements of the State of Michigan.

The Permit applicant shall provide for each Pole(s) the following information:

Project ID _____
Pole number _____ [if pole tag missing, contact Utility]
Pole class _____ [existing—*i.e.*, 4, 3, 2...]
Pole size _____ [existing—*i.e.*, 35, 40...]
Pole type _____ [Southern Yellow Pine, Douglas Fir...]
Pole fore span _____ [feet]
Pole back span _____ [feet]
Calculated bending
moment at ground level _____ [ft-lbs]

Existing:

Power phase conductors _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line
Power neutral conductors _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line
Power secondary conductors _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line
Telco #1 cables _____ qty of _____ dia @ _____ ft above ground line
CATV #2 cables _____ qty of _____ dia @ _____ ft above ground line
User #3 cables _____ qty of _____ dia @ _____ ft above ground line
User #4 cables _____ qty of _____ dia @ _____ ft above ground line
User #5 cables _____ qty of _____ dia @ _____ ft above ground line
User #6 cables _____ qty of _____ dia @ _____ ft above ground line

Proposed:

Proposed cables _____ qty of _____ dia @ _____ ft above ground line

Proposed cables _____ qty of _____ dia @ _____ ft above ground line

AGL = Above Ground Level

The minimum vertical clearance under all loading conditions measured from the proposed cable to ground level and to the lowest electrical supply conductor on each conductor span shall be stated above. Variations in topography resulting in ground elevation changes shall be considered when stating the minimum vertical clearance within a given span.

Calculated pole bending moment at ground level: _____ [ft-lbs]

Pole breaking bending moment at ground level: _____ [ft-lbs]

Calculated transverse safety factor: _____ [ratio should be greater than 1.00]

Proposed loading data [provide similar data for each cable proposed]:

A. Weight data (cable and messenger)—

1. Vertical weight, bare = _____ [#ft]

B. Tension data (final tensions on messenger)—

1. NESC maximum load for area of construction: _____ [lbs]

2. 60° F, NO wind: _____ [lbs]

C. Sag data for all ruling spans (initial & final tensions on messenger including all cables) —

1. NESC maximum load for area of construction: _____

2. NESC maximum load for upper supply conductor and unloaded communications conductor at similar temperature for area of construction: _____

3. NESC maximum sag (if not at loaded condition) for upper supply conductor and unloaded communications conductor at similar temperature for area of construction: _____

Permit applicant's engineer shall provide for each transverse guy, or dead end to which guys and/or anchors are attached, the following information:

Pole number _____

Calculated cable messenger tension under
NESC maximum loading conditions _____ [lbs]

If connection is:

A dead end, is it a single or double? _____ [S, D]

A change in tension, what is change? _____ [lbs]

A line angle, what is angle change? _____ [degrees]

What is tension change at angle? _____ [lbs]

For each dead end:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each change in tension:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each line angle:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each anchor:

Anchor distance to nearest anchor _____ [feet]

Calculated anchor tension _____ [lbs]

Rated anchor strength _____ [lbs]

Soil composition _____ [sandy, loam, clay, rock]

APPENDIX F—FIELD DATA SUMMARY SHEET INSTRUCTIONS

<u>Column</u>	<u>Instructions</u>
Utility Pole Number	Provide utility pole number. If a pole number is not in place, the accompanying sketch needs to be adequate to determine the location.
Licensee's Pole Sketch ID Number	This must correspond with the map, plan sheet or Pole Sketch pole identification number.
Pole Height and Class	List the present pole height and class.
Pole to Pole Span Length	List the back span length between poles.
Electrical Height	Provide the elevation from ground up to the lowest electrical conductor. This includes neutral, secondary, exposed underground cables, and the top of any riser shield or conduit.
Transformer	Provide the elevation from ground up to the lowest point on a transformer, recloser, or voltage regulator if present on the pole.
Street Light	Provide the elevation from ground up to the lowest point on a street light if present on the pole.
Attachment Height	Licensee's proposed attachment height above ground level based on proposed poles.
Mid Span Ground Clearance	Provide final mid-span or low point of sag clearance from Licensee's proposed attachment to ground under final sag including ice load conditions per NESC.
Mid Span Conductor Clearance	Provide final mid-span or low point of sag clearance from Licensee's proposed attachment to lowest electrical conductor. Clearance should be the minimum clearance based on all conditions required

by the NESC including temperature and ice loading conditions.

Existing Comm (Phone, CATV).....Provide elevation above ground at attachment point, messenger size, cable type, and total bundle diameter for existing telephone, CATV, and other communications attachments.

Messenger Size & Type.....Provide proposed messenger size and type.

Cable Size & Description.....Provide proposed cable size, weight per foot and description.

Total Bundle Diameter.....Provide total diameter in inches for Licensee's proposed messenger, cable(s) and lashing wire.

Heavy Loaded Tension.....List messenger tension under NESC heavy loading condition at final sag including all cables, terminals, storage racks and lashing wire.

Guy Size & Type.....Provide description of guy size, type, and rated breaking strength including attachment description if applicable at pole location.

Guy Lead.....Provide anchor / guy lead in feet if applicable at pole location.

NotesList general notes on work that needs to be completed by Utility or other attaching parties to provide space, strength, etc. for Licensee's proposed attachment(s).

UTILITY MAKE READY ESTIMATE
AND ACCEPTANCE OF MAKE READY ESTIMATE

Make Ready Estimate

Utility must perform the following Make Ready Work at an estimated cost to Licensee of \$ _____ and an estimated completion date of _____:

[SEE ATTACHED]

UTILITY:

By: _____

Title: _____

Date: _____

* * *

Acceptance of Make Ready Estimate

The above Make Ready Estimate is accepted by Licensee.

Licensee shall complete installation of its Attachment(s) within _____ days following Licensor's notice of completion of Make Ready Work.

LICENSEE

By: _____

Title: _____

Date: _____



TRAVERSE CITY
LIGHT & POWER

To: Light & Power Board
From: Rod Solak *RS*
Date: September 8, 2010
Subject: Bid for replacement of underground distribution system.

The Town & Country Manufactured Home Community, located at 849 Manor Lane, underground distribution system is in need of replacement. The estimated age of the existing system is in excess of 30 years. TCL&P crews have repaired the primary cable to the extent that overall replacement is required. TCL&P contractors will directional bore 3700 feet of 15 kv cable.

TCL&P sought three bids; the two bids received are listed below:

Doug's Underground: \$34,373.00

SKF Electrical Contracting: \$37,800.00

Staff recommends the bid from Doug's Underground be accepted.

If the Board is in agreement, the following motion is recommended:

**MOVED BY _____, SECONDED BY _____ THAT
THE BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO A
CONSTRUCTION AGREEMENT WITH DOUG'S UNDERGROUND IN THE AMOUNT OF
\$34,373.00 FOR THE DIRECTIONAL BORE OF 3700 FEET OF 15 KV CABLE;
SUBJECT TO APPROVAL AS TO SUBSTANCE BY THE EXECUTIVE DIRECTOR AND
APPROVAL AS TO FORM BY GENERAL COUNSEL.**

Dougs Underground Service, Inc.

8350 Townline Rd
 Kingsley, MI 49649
 231-357-4222
 231-263-1556 FAX

Estimate

DATE	ESTIMATE NO.
8/23/2010	200629

NAME / ADDRESS
TRAVERSE CITY LIGHT & POWER 1131 HASTINGS ST TRAVERSE CITY MI 49686 ATTN: ROD

PROJECT

DESCRIPTION	QTY	COST	TOTAL
TOWN AND COUNTRY MOBIL HOME PARK DIRECTIONAL BORE 3700FT	3,700	8.00	29,600.00
2" CONDUIT	3,700	1.29	4,773.00
PRICE INCLUDES BORING AND CONDUITS DOES NOT INCLUDE ANY PERMITS. NOT LIABLE FOR MISS MARKED LINES BY UTILITY COMPANY OR ANY PRIVATELY OWNED LINES.		0.00	0.00
		TOTAL	\$34,373.00

SIGNATURE _____



10495 Deal Road, P.O. Box 57
Williamsburg, Michigan 49690
Telephone: 231-267-9515
Fax: 231-267-9637
Website: skf-electrical.com
Email: trauch@4skf.com

PROPOSAL

Company Name: Traverse City Light & Power
 Attention: Rod Solak
 Address: 1131 Hastings St.
Traverse City, MI 49696
 Telephone#: 922-4940
 Fax#: 922-4638

Date: August 17, 2010
 Project Location: Town & Country Mobile
Home Park Loop Leed
 Submitted By: Bob Rauch
 Contact Number: 342-8334

Unit	Unit Type	Description	Amount	Total Amount
3780	Feet	Directional Bore	\$8.00	\$30,240.00
3780	Feet	2" Pipe (if we provide)	\$2.00	\$7,560.00
GRAND TOTAL				\$37,800.00

Customer Signature of Approval and Date



**TRAVERSE CITY
LIGHT & POWER**


To: Light & Power Board
From: Jessica Wheaton *JW*
Date: September 9, 2010
Subject: 2010 TCL&P Open House

Traverse City Light & Power will hold its second annual Open House on Saturday, October 2 from 11:00-3:00 p.m. at the Hastings Street Service Center. The Open House will kick-off Public Power Week which is a country-wide program that celebrates the importance of public power to local citizens. The local community is invited to attend and observe L&P's operations that provide them low cost and reliable electricity. Activities include free food and beverages, free hardhats to the first 200 children, free prize drawings every half hour, free compact fluorescent light bulbs, and live demonstrations which include bucket truck operation, pole climbing and electricity safety.

Last year's Open House drew a crowd of over 650 customers and guests and we are planning to have the same enthusiastic response from the community again this year.



TRAVERSE CITY
LIGHT & POWER

To: Light and Power Board
From: Tim Arends, Controller 
Date: September 10, 2010
Subject: 2009-10 Year-End Budget Summary

Attached are the unaudited 2009-10 year-end financial statements for the Electric and Fiber Optic Funds. There may be a few remaining year-end entries that the Treasurer's Office has to make, or the auditor's may make some entries based on their work, but I don't expect anything that would materially impact what is being presented. The Fiber Optics Fund is rather straightforward and showed positive net income, for the first time, in the amount of \$46,000.

This summary focuses on the electric utility.

L&P ended the year with a net income of \$2.5 million which is \$477,000 less than was budgeted for the year. Electric sales revenues were 8.1% less than budgeted as sales decreased by 8.3% from fiscal year 2008-09.

Revenue: When the budget was created in February 2009 L&P was experiencing lower revenues which attributed to the economic downturn in the local economy. Staff forecasted that in 2009-10 L&P would see a rebound in the economic conditions and budgeted for the return of revenues to the same levels achieve in 2007-08. The economy did not turn around as forecasted which resulted in lower actual revenues. Two major industrial customers closed their doors in 2009.

Even with a slow economy L&P expected residential revenues to remain constant but they were actually 8.8% lower than the prior year. As a result of July and August of 2009 being abnormally cold months customers didn't have to use air conditioning as they would during normal summer conditions. This also contributed to the overall decrease in electric consumption and service revenues.

Reimbursements were also less than budgeted due to the CT expenses (reimbursed by MPPA) being lower than anticipated for the same reasons as above.

Since lower revenues was the principle cause of not attaining the budgeted net income target I have provide further revenue analysis including graphs that better reflect the trends in recent years.

Generation expense: Lower than anticipated electric consumption also resulted in reduced generation expenses which helped to offset the reduced revenues. When the budget was approved by the board in March 2009 it was unknown that L&P would be embarking on the 30x20 public forums and additional biomass/generation related studies. The 30x20 and public

forum process cost nearly \$100,000; L&P also expensed \$100,000 in biomass expenses that could have been capitalized at the completion of constructing a plant.

Distribution expense: Expenses in this department were 112% of budget as a result of: absorbed approximately \$107,000 (4%) in costs from the city for traffic signal operations which L&P took on in February 2010; more employee's time was spent on maintenance activities as opposed to capital related jobs resulting in approximately \$140,000 (5.2%) less capitalization of wages/benefits & equipment charges.

The only other remarkable variance was an \$80,000 reduction in expenses in the city fee, which is 5% of certain revenues.

In summary, staff believes that 2009-10 was an anomaly in regard to lower revenues both due to cool weather conditions and a slow economy. In the current year L&P is already seeing increased sales for all revenue classes for July and August and budgeted for 2010-11 revenues to return to the levels achieved in 2008-09. Ed and I will be prepared to answer any other questions related to the attached financial statements at Tuesday's meeting.

TRAVERSE CITY LIGHT & POWER
Schedule of Revenues & Expenses - Budget and Actual
For the Month Ended June 30, 2010

	Current Month	Y-T-D Actual (unaudited)	Annual Budget	% of Budget
Operating revenues - sales	\$ 2,188,466	\$ 25,281,615	\$ 27,482,000	92.0%
Other operating revenues	187,164	1,782,935	2,082,000	85.6%
Total operating revenues	2,375,629	27,064,550	29,564,000	91.5%
Generation expense:				
Purchased power	452,346	6,446,442	7,500,000	86.0%
Combustion turbine	346,672	3,657,141	4,000,000	91.4%
Campbell/Belle River	500,719	5,956,104	6,882,000	86.5%
Landfill gas	0	15,319	0	---
Other operations & maintenance	136,635	662,696	533,900	124.1%
Total generation expenses	1,436,372	16,737,702	18,915,900	88.5%
Distribution expense:				
Operations & maintenance	479,127	3,005,202	2,670,700	112.5%
Transmission expense:				
Operations & maintenance	(2,102)	186,162	238,000	78.2%
Other operating expense:				
Metering & customer accounting	142,161	578,528	577,600	100.2%
Conservation & public services	52,423	421,841	521,000	81.0%
General administration	182,885	1,230,110	1,197,800	102.7%
Insurance	6,734	80,809	110,000	73.5%
Depreciation expense	232,296	1,624,621	1,600,000	101.5%
City fee	54,844	1,374,844	1,498,200	91.8%
Total other operating expenses	671,343	5,310,754	5,504,600	96.5%
Total operating expenses	2,584,740	25,239,820	27,329,200	92.4%
Operating income/(loss)	(209,111)	1,824,730	2,234,800	81.7%
Other revenues/(expenses):				
Non-operating revenues	228,881	670,929	726,200	92.4%
Gain/(Loss) on Sale of Fixed Assets	(12,847)	(12,431)	0	---
Net income	\$ 6,923	\$ 2,483,228	\$ 2,961,000	83.9%

TRAVERSE CITY LIGHT & POWER

Balance Sheet (unaudited)

June 30, 2010

ASSETS		LIABILITIES AND NET ASSETS	
Current assets		Current liabilities	
Cash and cash equivalents	\$14,865,104	Accounts payable	\$2,064,192
Investments	14,151,909	Customer deposits & credits	140,279
Receivables		Accrued expenses & other liabilities	314,036
Customer (net of allowance)	3,072,739	Due to primary government	<u>0</u>
Accrued interest	48,269		
Taxes	13,649	Total current liabilities	2,518,507
Other	1,098,908		
Inventories	1,606,134	Long-term liabilities	
Due from primary government	65,156	Compensated absences	<u>326,002</u>
Prepaid expenses	<u>32,483</u>		
Total current assets	34,954,351	Total liabilities	2,844,510
Long-term assets		Net assets	
Long-term advances & OPEB assets	708,548	Invested in capital assets	36,682,426
Land and land improvements	806,696	Unrestricted	<u>32,818,389</u>
Construction in progress	49,239		
Capital assets, net	<u>35,826,492</u>	Total net assets	69,500,816
Total long-term assets	37,390,974		
Total assets	<u>\$72,345,325</u>	Total liabilities and net assets	<u>\$72,345,325</u>

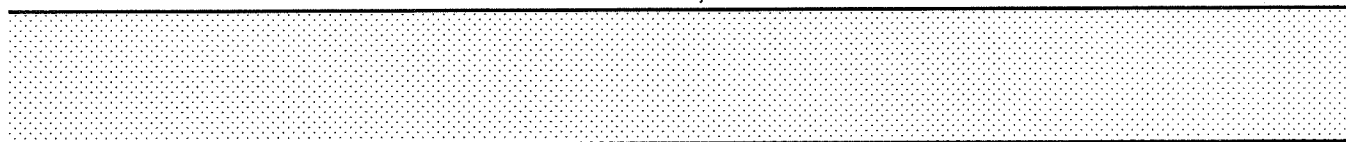
**TRAVERSE CITY LIGHT & POWER
FIBER FUND**
Schedule of Revenues & Expenses - Budget and Actual
For the Month Ended June 30, 2010

	Current Month	Y-T-D Actual (unaudited)	Annual Budget	% of Budget
<u>Operating revenues:</u>				
Charges for services	\$15,085	\$167,692	\$206,900	81.0%
Miscellaneous	558	4,464	6,700	66.6%
Total operating revenues	\$15,643	\$172,156	\$213,600	80.6%
<u>Operating expenses:</u>				
Office & operating supplies	\$0	\$2,542	\$1,250	203.4%
Supervision & maintenance	2,834	32,628	65,000	50.2%
Overhead & underground lines	2,206	5,753	0	---
Customer installations	238	12,279	0	---
Termination boxes	3,800	20,389	0	---
Safety	0	0	250	0.0%
Tools	18	1,314	2,850	46.1%
Professional services	(604)	0	1,500	0.0%
Legal services	674	2,612	1,300	200.9%
Rent expense	0	8,214	7,500	109.5%
City fee	8,608	8,608	10,650	80.8%
Professional development	100	100	2,500	4.0%
Insurance	0	0	1,350	0.0%
Repairs and Maintenance	0	544	0	---
Vehicle rental	0	0	5,800	0.0%
Miscellaneous	0	0	350	0.0%
Depreciation expense	11,501	84,745	79,900	106.1%
Total operating expenses	29,373	179,727	180,200	99.7%
Operating income/(loss)	(13,730)	(7,571)	33,400	-22.7%
<u>Non-operating revenues:</u>				
Reimbursements	614	53,486	7,300	732.7%
Net income	(\$13,116)	\$45,916	\$40,700	112.8%

TRAVERSE CITY LIGHT & POWER
FIBER FUND

Balance Sheet (unaudited)

June 30, 2010

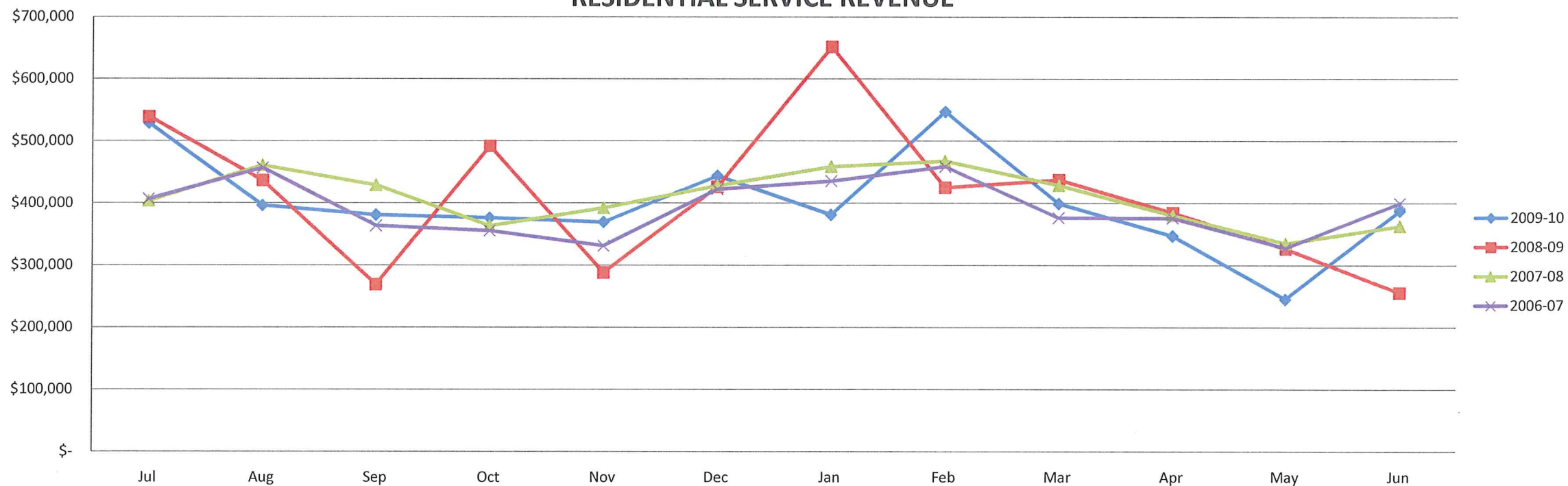


<u>ASSETS</u>		<u>LIABILITIES AND NET ASSETS</u>	
Current assets		Current liabilities	
Cash and cash equivalents	(\$130,500)	Accounts payable	\$7,380
Accounts receivable	<u>0</u>	Due to other funds	8,608
		Deferred revenue	<u>12,100</u>
Total current assets	<u>(130,500)</u>	Total liabilities	<u>28,088</u>
Long-term assets		Net assets	
Construction in progress	33,741	Contribution from other funds	1,208,876
Capital assets, net	<u>1,492,569</u>	Unrestricted fund balance	<u>158,846</u>
Total long-term assets	1,526,309	Total net assets	<u>1,367,722</u>
Total assets	<u>\$1,395,810</u>	Total liabilities and net assets	<u>\$1,395,810</u>

City of Traverse City, Michigan
TRAVERSE CITY LIGHT & POWER
 2009-10 Budget vs. Actual Analysis

	FY 06/07 Actual	FY 07/08 Actual	FY 08/09 Actual	FY 09/10 Budget	FY 09/10 Undaudited	Positive (Negative) Variance	% Variance
OPERATING REVENUES:							
Federal Grants	\$ 236,714	\$ -	\$ -	\$ -	\$ -	-	---
State Grants	-	-	-	25,000	21,176	(3,824)	(0)
Residential Sales	4,707,275	4,906,774	4,929,924	5,235,000	4,799,781	(435,219)	-8.3%
Commercial Sales	13,043,317	13,461,360	12,988,557	13,650,000	12,490,638	(1,159,362)	-8.5%
Industrial Sales	8,455,464	8,448,569	7,913,325	8,056,000	7,467,368	(588,632)	-7.3%
	26,206,056	26,816,703	25,831,806	26,941,000	24,757,787	(2,183,213)	-8.1%
<i>Metered Revenues</i>							
Public Authority Sales	250,447	262,877	241,214	236,000	226,101	(9,899)	-4.2%
Street Lighting Sales	189,928	197,350	188,332	198,000	193,937	(4,063)	-2.1%
Yard Light Sales	82,377	82,685	81,529	82,000	82,614	614	0.7%
Forfeited Discounts	56,317	58,264	57,701	60,000	47,627	(12,373)	-20.6%
Merchandise and Jobbing	117,496	144,564	130,069	140,000	110,665	(29,335)	-21.0%
Recovery of Bad Debts	293	836	0	500	0	(500)	-100.0%
Sale of Scrap	33,921	29,582	6,891	7,500	10,666	3,166	42.2%
Miscellaneous Income	56,980	38,699	24,319	30,000	12,444	(17,556)	-58.5%
MISO Revenue	1,654,950	1,968,991	1,850,378	1,844,000	1,601,533	(242,467)	-13.1%
TOTAL OPERATING REVENUES	28,885,479	29,600,551	28,412,239	29,564,000	27,064,550	(2,499,450)	-8.5%
<i>Service Revenues (sales)</i>	<i>26,728,808</i>	<i>27,359,615</i>	<i>26,342,881</i>	<i>27,457,000</i>	<i>25,260,439</i>	<i>(2,196,561)</i>	<i>-8.0%</i>

RESIDENTIAL SERVICE REVENUE



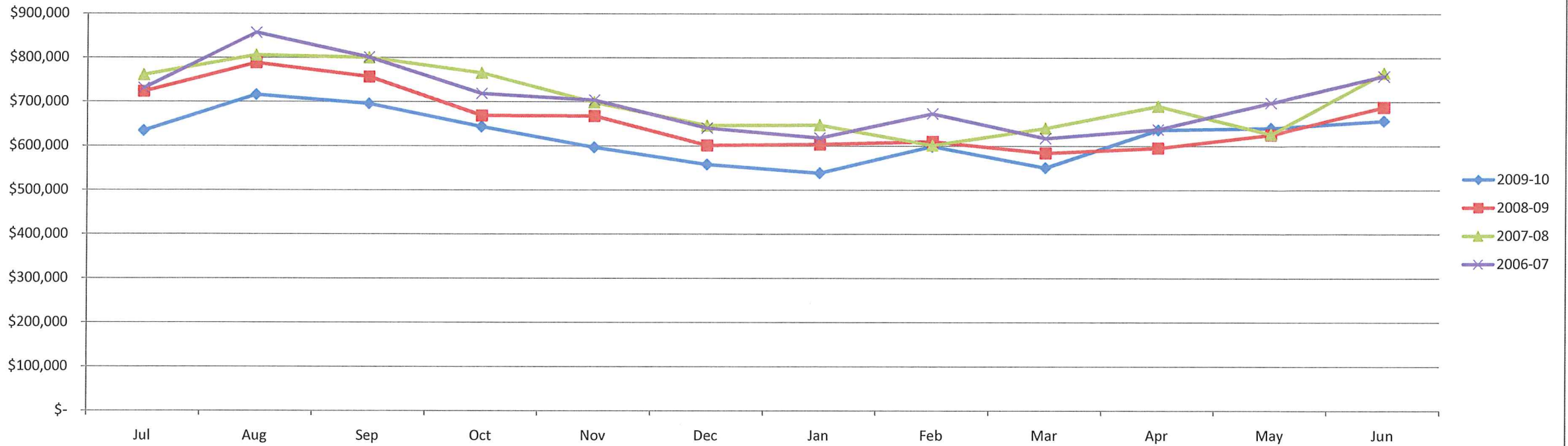
Fiscal Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
2009-10	\$ 528,199	\$ 395,962	\$ 380,681	\$ 375,878	\$ 369,159	\$ 443,693	\$ 380,991	\$ 546,891	\$ 399,006	\$ 346,970	\$ 245,052	\$ 387,300	\$ 4,799,781
2008-09	\$ 538,873	\$ 436,218	\$ 268,810	\$ 491,605	\$ 287,749	\$ 426,145	\$ 651,689	\$ 425,104	\$ 437,316	\$ 384,282	\$ 326,539	\$ 255,594	\$ 4,929,924
2007-08	\$ 403,066	\$ 460,493	\$ 428,326	\$ 363,061	\$ 392,031	\$ 427,766	\$ 458,377	\$ 467,570	\$ 428,295	\$ 380,059	\$ 335,030	\$ 362,699	\$ 4,906,774
2006-07	\$ 406,305	\$ 456,569	\$ 363,315	\$ 355,135	\$ 330,845	\$ 422,240	\$ 435,190	\$ 458,592	\$ 376,200	\$ 375,811	\$ 327,571	\$ 399,502	\$ 4,707,275

COMMERCIAL SALES REVENUE



Fiscal Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
2009-10	\$1,288,447	\$1,148,848	\$1,110,167	\$1,031,760	\$ 901,269	\$1,024,914	\$ 943,454	\$1,115,093	\$ 993,864	\$ 967,788	\$ 872,072	\$1,092,961	\$ 12,490,638
2008-09	\$1,351,589	\$1,244,392	\$ 892,823	\$1,365,389	\$ 823,983	\$1,011,416	\$1,338,944	\$1,031,725	\$1,077,735	\$1,034,440	\$ 970,771	\$ 845,352	\$ 12,988,557
2007-08	\$1,153,501	\$1,272,798	\$1,229,469	\$1,144,578	\$1,053,436	\$1,060,130	\$1,081,234	\$1,132,542	\$1,066,603	\$1,072,035	\$1,001,247	\$1,193,785	\$ 13,461,359
2006-07	\$1,164,545	\$1,251,183	\$1,170,087	\$1,046,100	\$ 900,444	\$1,033,766	\$1,005,117	\$1,133,885	\$ 991,081	\$1,028,839	\$ 997,986	\$1,320,283	\$ 13,043,316

INDUSTRIAL SERVICE REVENUE



Fiscal Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
2009-10	\$ 634,430	\$ 716,315	\$ 695,795	\$ 643,392	\$ 596,711	\$ 558,172	\$ 538,664	\$ 599,183	\$ 550,614	\$ 636,468	\$ 640,657	\$ 656,968	\$ 7,467,368
2008-09	\$ 723,323	\$ 788,493	\$ 756,612	\$ 668,677	\$ 667,719	\$ 601,486	\$ 603,875	\$ 610,147	\$ 583,941	\$ 595,408	\$ 625,542	\$ 688,102	\$ 7,913,325
2007-08	\$ 760,931	\$ 805,841	\$ 800,148	\$ 765,569	\$ 698,726	\$ 646,225	\$ 647,540	\$ 601,565	\$ 640,442	\$ 690,147	\$ 626,395	\$ 765,038	\$ 8,448,569
2006-07	\$ 730,959	\$ 856,984	\$ 800,830	\$ 718,656	\$ 703,979	\$ 640,703	\$ 618,453	\$ 673,221	\$ 617,280	\$ 637,787	\$ 698,021	\$ 758,592	\$ 8,455,464