



CITY of NOVI CITY COUNCIL

**Agenda Item 2
October 10, 2016**

SUBJECT: A) Approval of form of License Agreement for Access to and Use of Right-of-Way for Telecom Antennas, Support Structures and Equipment; and B) Approval of License Agreement for Access to and Use of Right-of-Way with Fiber Technologies Networks, LLC.

SUBMITTING DEPARTMENT: City Attorney

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

According to the City Attorney, antennas and related support structures and equipment of a telecommunication provider are not covered by the State METRO Act and permits issued under that Act. A separate form of City authorization for access to and use of City right-of-way is needed, which according to Section 31-1(d) of the City Ordinance Code, may be a license agreement in a form approved by the City Council.

The City Attorney has provided the attached License Agreement for Access to and Use of Right-of-Way (License Agreement) that identifies Fiber Technologies Networks, LLC (Fibertech), as the Company receiving the License for:

1. City Council's possible approval of the form for general use; and,
2. Approval by Council of the License Agreement with Fibertech.

RECOMMENDED ACTION A:

Motion to approve the form of the License Agreement for Access to and Use of Right-of-Way presented by the City Attorney for general use under Section 31-1(d) of the City Ordinance Code, and authorize the City Manager to sign such License Agreements with telecommunication providers upon all required information being included, all Exhibits being completed, and all other required City permits or approvals being obtained. This motion does not approve any information specific to Fibertech or the bond and fee amounts in Exhibits C and D of the License Agreement.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

RECOMMENDED ACTION B:

Motion to approve the License Agreement for Access to and Use of Right-of-Way with Fiber Technologies Networks, LLC, as presented by the City Attorney and authorize the City Manager to sign it on behalf of the City subject to and conditioned on the following:

1. The plans and specifications for each of the 14 DAS Facility locations described in Exhibit B to be attached to the License Agreement as part of that Exhibit shall be approved by the City Engineer.
2. The overall height of any new poles and antennas shall be strictly limited to the 41'2" height shown on the generic illustration drawings submitted to Council with the License Agreement, and the overall height of any existing pole that is used shall not be increased by more than the 24" height of the antenna.
3. All other required City permits or approvals being obtained.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

LICENSE AGREEMENT FOR ACCESS TO AND USE OF RIGHT-OF-WAY

This License Agreement (License), which shall be effective as of the date of the last signature ("Effective Date"), is by and between the City of Novi, a Michigan municipal corporation ("City"), whose address is 45175 West Ten Mile Road, Novi, Michigan 48375-3024, and Fiber Technologies Networks, L.L.C., ("Company") a limited liability company organized under the laws of the State of New York, whose address is 300 Meridian Centre, Rochester, New York 14618.

RECITALS

A. Company desires to use public-right-of way in the City ("ROW") for the installation and use of facilities that the City does not agree with Company are "Telecommunications Facilities" for purposes of and defined in the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended ("METRO Act"), and Permits that allow access to and ongoing use of the ROW under the METRO Act.

B. Pursuant to its proprietary ownership, jurisdiction, authority, and/or control of the ROW, and the right to approve licenses and franchises for the use of the ROW under the Michigan Constitution, applicable statutes, and the City Charter and Ordinances, the City has agreed to allow Company access to and the use of the ROW under the Terms and Conditions of this License, which Company has accepted.

THE CITY AND COMPANY THEREFORE AGREE TO THIS LICENSE AND ALL OF ITS TERMS AND CONDITIONS:

Section 1. Definitions. The following words or phrases have the meanings indicated:

Public Right-of-Way or ROW shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway owned, controlled, or under the jurisdiction of the City, to the extent City has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.

Facilities shall mean the Company's antennas, supporting structures for antennas, equipment shelters or houses, and other equipment, hardware, and personal property, including components owned by Company's customers integrated into the Facilities, all of which are described and depicted in Exhibits attached to this License for each location Company is licensed to access and use as provided in Section 2.

Section 2. Grant.

City hereby grants a License to Company for access to and ongoing use of the Public Right-of-Way to use, construct, install and maintain Facilities in those portions of the Public Right-of-Way identified (by number) on the Location Map

that is attached as **Exhibit A** on the terms set forth herein. For new structures, this grant is subject to Company demonstrating and documenting to the City Manager's satisfaction that existing structures are not available to satisfy Company's needs for a Facility in the area of the proposed location by documenting that the entities that own or control the existing structures are not required or have refused to authorize attachment of Company's Facilities, and that in requesting the authorization, Company offered and was willing to pay the established rates, and comply with the terms and conditions as applicable under MCL 484.2361 or MCL 460.6g. The plans and specifications for the Facilities that may be installed and used at each location shown on Exhibit A, and written authorization to use an existing structure owned or controlled by an entity other than Company upon which Facilities will be located, are attached as **Exhibit B**, corresponding to the location number on Exhibit A.

(a) The **Exhibit A Location Map** may be modified by written request by Company and approval by the City Manager to modify approved locations and/or add additional locations. Said approval shall not be unreasonably conditioned or denied for new locations on existing structures. For new structures, Company shall demonstrate and document to the City's satisfaction that an existing structure is not available to satisfy Company's needs for a Facility in the area of the proposed location. To demonstrate an existing ROW structure is not available, Company must document that the entity that owns or controls the structure is not required or has refused to authorize attachment of Company's Facilities, and that in requesting the authorization, Company offered and was willing to pay the established rates, and comply with the terms and conditions as applicable under MCL 484.2361 or MCL 460.6g. In acting on an Exhibit A modification request, to the extent allowed by law City may consider the number of ROW structures in the area and may condition any City approval on reasonable restrictions regarding the height, size, type, appearance, and location in the ROW similar to those aspects of existing ROW structures in the area.

(b) The **Exhibit B Facilities Plans and Specifications** for a location may be modified by written request by Company and approval by the City Manager, which shall not be unreasonably withheld, in conformance with the Federal Telecommunications Act of 1996. Facilities located in the ROW under this License shall not be altered, expanded, or changed in appearance without City approval, which shall not be unreasonably withheld and shall not be subject to any state or federal statute, rule, or law that allows such modifications without City approval, or restricts or limits the City's authority in that regard.

(c) Any decision by the City Manager on a request for a modification of the **Exhibit A Location Map or an Exhibit B Facilities Plans and Specification** for a location may be appealed by Company to the City Council.

(d) Attachments. Company shall not allow attachment of wires or any other facilities of a third party to Facilities owned or controlled by Company without City's prior written approval of the required modification of Exhibit B under Section 2(b), with any such third party wires or facilities not being subject to any state or federal statute, rule, or law that allows further modifications without City approval, or restricts or limits the City's authority in that regard. Company shall allow attachment of third party wires and facilities to Company owned poles that can structurally accommodate the attachments if the third party is willing to pay Company compensation at established or market rates and the third party has a license and all required permits from the City for the attachments.

(e) Nonexclusive. The rights granted by this License are nonexclusive. City reserves the right to approve, at any time, additional Licenses for access to and ongoing usage of the Public Right-of-Way by others telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and/or grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

Section 3. Contacts, Maps and Plans.

(a) Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:

The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is 21555 Melrose Ave, Bldg S, Southfield, MI,48075 sherald@lighttower.com 585-269-8436, Steve Herald, Market Operations Manager.

If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is 300 Meridian Centre, Suite 200, Rochester, NY 14618, jmiller@lighttower.com 585-568-8483, Jean Miller, Director Expansion Projects Northwest Region.

The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is 21555 Melrose Ave, Bldg S, Southfield, MI,48075 sherald@lighttower.com 585-269-8436, Steve Herald, Market Operations Manager.

The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering

and construction related aspects of the Telecommunication Facilities is 300 Meridian Centre, Suite 200, Rochester, NY 14618, jmiller@lighttower.com 585-568-8483, Jean Miller, Director Expansion Projects Northwest Region.

Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. This number is: 855-583-4237.

The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Section 12 of any changes in the preceding information.

(b) As-Built Records. Company, without expense to City, shall, upon 48 hours notice, give City access to all "as-built" maps, records, plans and specifications showing the Facilities or portions thereof in the Public Right-of-Way.

Section 4. Use of Public Right-of-Way.

(a) No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. The Facilities shall be installed and maintained so as to not endanger or injure persons or property in or about the Public Right-of-Way. If City reasonably determines that any portion of the Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Facilities or take such other actions as City may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. City shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

(b) No Priority. This License does not establish any priority of use of the Public Right-of-Way by Company over any present or future Licensees or parties having agreements with City or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to City, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other license, agreement or franchise holders, as determined by City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.

(c) Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by City, any portion of the Public Right-of-Way

that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, City may make the repair and Company shall pay the costs City incurred for such repair.

(d) Marking. Company shall mark the Facilities as follows: Aerial portions of the Facilities shall be marked with a marker which shall state Company's name and provide a toll-free number to call for assistance. Underground portions of the Facilities shall have a stake or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried equipment below.

(e) Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Facilities, consistent with any standards adopted by City. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

(f) Installation and Maintenance. The construction and installation of the Facilities shall be performed pursuant to plans approved by City. Company shall install and maintain the Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall have the right to request a modification under Section 2 for an alternate location. Company may perform maintenance on the Facilities without prior approval of City, provided that Company shall obtain any and all permits required by City in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by City.

(g) Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with any City programs or projects Company is notified of in the City's review comments on a Company construction permit application.

(h) Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from City or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. City shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply

in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

(i) Street Vacation. If City vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this License, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by City or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate location as City and Company mutually agree, applying reasonable engineering standards.

(j) Relocation. If City requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate location as City and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.

(k) Public Emergency. City shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, City shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by City.

(l) Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 174 of the Public Acts of 2013, as amended, MCL § 460.721et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

(m) Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, this License shall

terminate as to any pole that is no longer used except by Company for its Facilities, which shall be promptly removed at Company's sole cost and expense. For any pole that this License is terminated for under this subsection, Company may request a modification under Section 2 for an alternate location.

(n) Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

Section 5. Indemnification.

(a) Indemnity. Company shall defend, indemnify, protect, and hold harmless City, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Section 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of Facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.

(b) Notice, Cooperation. City shall notify Company promptly in writing of any such claim and the method and means proposed by City for defending or satisfying such claim. City shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. City shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

(c) Settlement. City shall not settle any claim subject to indemnification under this Section 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against City for which Company is responsible hereunder.

Section 6. Insurance.

Company has provided and will continue to maintain all necessary insurance information in accordance with its METRO Act Bilateral Right-of-Way Telecommunications Permit dated February 21, 2014, which shall be applicable and cover Company's Facilities,

actions, and operations under this License and be confirmed by the Certificates of Insurance provided for said METRO Act Permit.

Section 7. Term.

The term ("Term") of this License shall be until the earlier of:

- (a) Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless City notifies Company in writing, at least one (1) year prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- (b) When the Facilities have not been used to provide telecommunications services for a period of 180 days by the Company or a successor of an assign of the Company; or
- (c) When Company, at its election and with or without cause, delivers written notice of termination to City at least 180 days prior to the date of such termination; or
- (d) Upon either Company or City giving written notice to the other of the occurrence or existence of a default under this License by the other party and such defaulting party failing to cure, or commence good faith efforts to cure, such default within 60 days (or such shorter period of time provided elsewhere in this License) after delivery of such notice; or
- (e) Unless Manager grants a written extension, one (1) year from the Effective Date if prior thereto Company has not started the construction and installation of the Facilities within the Public Right-of-Way and two (2) years from the Effective Date if by such time construction and installation of the Facilities is not complete.

Section 8. Performance Bond or Letter of Credit.

City may require Company to post a bond (or letter of credit) as specified in the attached **Exhibit C**.

Section 9. Fees.

- (a) Company shall pay City an annual fee in advance on or before the Effective Date and each anniversary date thereafter for each City Manager approved location of Facilities shown on the Exhibit A Location Map, regardless of whether Company has installed the Facilities at that location, with the amount of the fee to be determined in accordance with the Fee Schedule that is attached as **Exhibit D**, and the payment to be made by delivery

to the City Treasurer, or to such other person or location as the City designates in writing at least one (1) month prior to a payment due date. For each paid for location, Company shall be entitled to a prorated credit against its next annual payment for the portion of the year covered by that payment that a construction permit has not been issued. For additional locations approved under Section 2, payment of the fee, prorated from the date of the City Manager's approval through the next anniversary date of this License, shall be a condition of that approval.

(b) A payment of the annual fee received by the City more than 15 days after it is due shall include an administrative late charge equal to five (5%) percent of the required payment.

Section 10. Removal.

(a) As soon as practicable after the Term, Company or its successor and assign, at its sole cost and expense, and unless waived by the City Manager, shall remove all Facilities from the Public Right-of-Way.

(b) The schedule and timing of removal shall be subject to approval by the City Manager. Unless extended by Manager, removal shall be completed not later than one (1) year following the Term. Portions of the Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned, title to which shall vest in the City at the option of City exercised by written notice to Company as set forth in Section 12.

Section 11. Assignment.

Company may assign or transfer its rights under this License, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

(a) No such transfer or assignment or change in the control of Company shall be effective under this License, without City's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

(b) After the completion of such construction, Company must provide notice to City of such transfer, assignment or change in control no later than 30 days after such occurrence; provided, however,

(1) Any transferee or assignee of this License shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this License, including responsibility

for any defaults which occurred prior to the transfer or assignment; shall supply City with the information required under Section 3(a); and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which City reasonably deems necessary, and

(2) In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this License and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which City reasonably deems necessary.

(c) Company may grant a security interest in this License, its rights thereunder or the Facilities at any time without notifying City.

Section 12. Notices.

(a) Notices. All notices under this License shall be given as follows:

(1) If to City, to City of Novi, Attn: Manager,
45175 West Ten Mile Road, Novi, MI 48375,

with a copy to: City of Novi, Attn: Clerk,
45175 W. Ten Mile Road, Novi, MI 48375.

(2) If to Company, to Judith Newkirk, Director of Access & Permitting,
300 Meridian Centre, Rochester, New York, 14618.

(b) Change of Address. Company and City may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

Section 13. Other items

(a) No Cable, OVS. This License does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

(b) Duties. Company shall faithfully perform all duties required by this License.

(c) Amendment. Except as set forth in Section 2, this License may only be amended by the written agreement of City and Company.

(d) Interpretation and Severability. The provisions of this License shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this License be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this License. If any provision in this License is found to be partially overbroad, unenforceable, or invalid, Company and City may nevertheless enforce such provision to the extent permitted under applicable law.

(e) Governing Law. This License shall be governed by the laws of the State of Michigan.

Attest:

City of Novi, City

By: _____
Cortney Hanson
City Clerk

By: _____
Pete Auger
Its: Manager

Date: _____, 2016

Fiber Technologies Networks, L.L.C.

By: _____

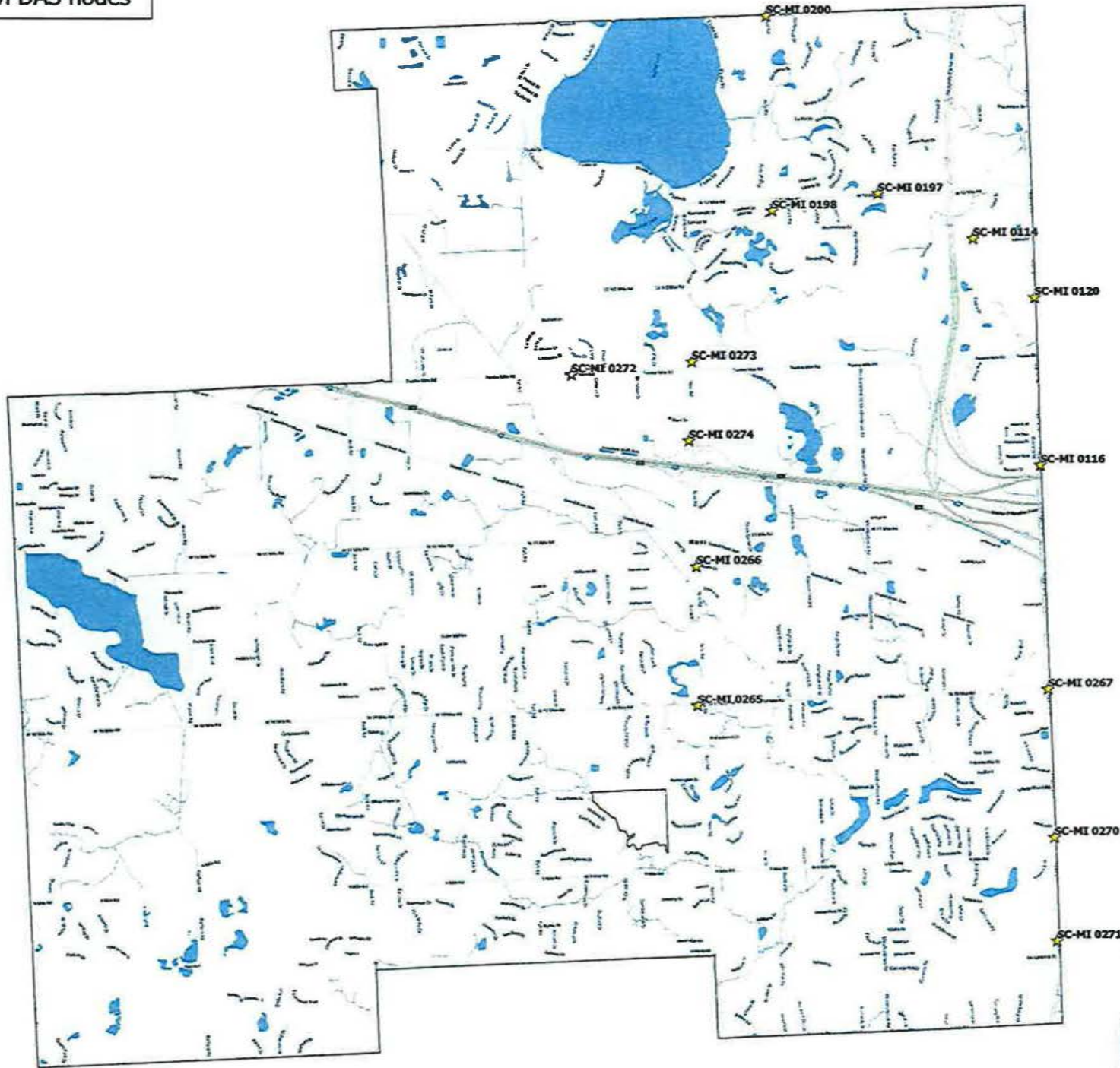
Its:

Date: _____, 2016

Exhibit A - Public Right-of-Way to be Used by Facilities

The Public Right-of-Way locations that Company is granted access to and the use of is are shown on the attached Location Map, which as provided in Section 2 of the License to which this Exhibit is attached, may be modified from time to time to add (or remove) locations.

Fibertech: Novi DAS nodes



☆ Proposed DAS

THESE MAPS CONTAIN CONFIDENTIAL AND
COMMERCIAL SENSITIVE INFORMATION



Exhibit B - Facilities Plans and Specifications

For each numbered Facilities location shown on Exhibit A, the plans and specifications for those Facilities are attached:

Location #	Location Name	Lat	Long	Nearest address	Description of Plans and Specifications
SC-MI 0114	12878 - FARMINGTON_HILLS_2	42.506880	-83.443647	29055 Cabot Dr., Novi	Attach Facilities to 39' Fibertech utility pole because no alternative
SC-MI 0116	12880 - FARMINGTON_HILLS_4	42.487151	-83.435909	26909 Haggerty Hwy., Novi	Attach Facilities to 39' Fibertech utility pole because no alternative
SC-MI 0120	12884 - FARMINGTON_HILLS_8	42.501787	-83.436578	28455 Haggerty Rd., Novi	Attach Facilities to 39' Fibertech utility pole because no alternative
SC-MI 0197	12839 - WALLED_LAKE_3	42.510788	-83.454583	40992 W 13 Mile Rd., Novi	Attach Facilities to 39' Fibertech utility pole because no alternative
SC-MI 0198	12840 - WALLED_LAKE_4	42.509256	-83.466806	29290 Novi Rd., Novi	Attach Facilities to 39' Fibertech utility pole because no alternative
SC-MI 0200	12842 - WALLED_LAKE_6	42.526183	-83.467405	42265 W 14 Mile Rd., Novi	Attach Facilities to 39' Fibertech utility pole because no alternative
SC-MI 0265	17194-9_MILE_AND_NOVI_SC	42.466460	-83.475547	43377 W 10 Mile Rd, Novi, MI 48375	Attach Facilities to existing DTE guy pole
SC-MI 0266	17195-9_MILE_AND_NOVI_SC	42.478463	-83.475638	43400 Flint St, Novi, MI 48375	Attach Facilities to existing DTE secondary pole
SC-MI 0267	17198-11_MILE_AND_HAGGERTY_SC	42.467838	-83.435150	39401 W 10 Mile Rd, Novi, MI 48375	Attach Facilities to existing DTE secondary pole
SC-MI 0270	17211-NORTHVILLE_NORTH_SC	42.455030	-83.434505	22545 Haggerty Hwy, Farmington Hills, MI 48335	Attach Facilities to 39' Fibertech utility pole because no alternative
SC-MI 0271	17212-NORTHVILLE_NORTH_SC	42.446068	-83.434239	21555 Haggerty Hwy, Novi, MI 48375	Attach Facilities to 39' Fibertech utility pole because no alternative
SC-MI 0272	17216-TWELVE_OAKS_SC	42.495114	-83.490018	44483 Twelve Mile Rd, Novi, MI 48377	Attach Facilities to existing DTE secondary pole
SC-MI 0273	17217-TWELVE_OAKS_SC	42.496254	-83.476105	27836 Novi Rd, Novi, MI 48377	Attach Facilities to 39' Fibertech utility pole because no alternative
SC-MI 0274	17218-TWELVE_OAKS_SC	42.489310	-83.476471	27419 Novi Rd, Novi, MI 48377	Attach Facilities to 39' Fibertech utility pole because no alternative

Exhibit C - Bond

As authorized under Section 8 of the License that this Exhibit is attached to and part of, a Bond conforming to these specifications and requirements is required in the amount of \$ \$20,000.00 as representing an amount that does not exceed the reasonable cost to ensure that the Public Right-of-Way is returned to its original condition during and after Company's access and use.

The Bond shall be in the form of cash, or an irrevocable bank letter of credit form or surety bond form approved by City, and shall be posted with City before any construction or engineering License may be issued.

During the term and all renewal terms of this License, City reserves the right to increase the Bond amount if it is no longer sufficient to cover the reasonable cost to ensure that the Public Right-of-Way is returned to its original condition during and after Company's access and use. Such right shall be exercised by written notice to Company that specifies the increased amount and date it is to be provided that is at least 60 days after City's notice.

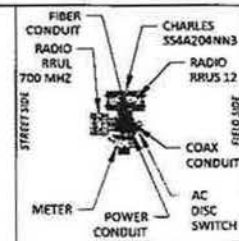
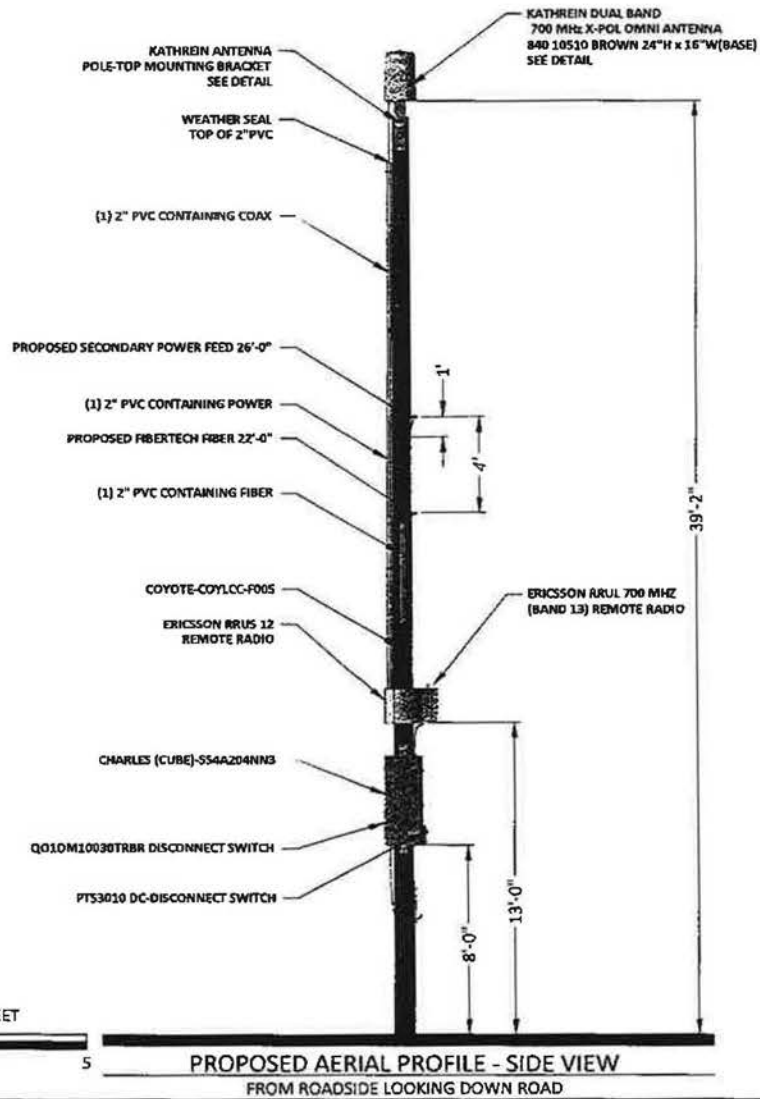
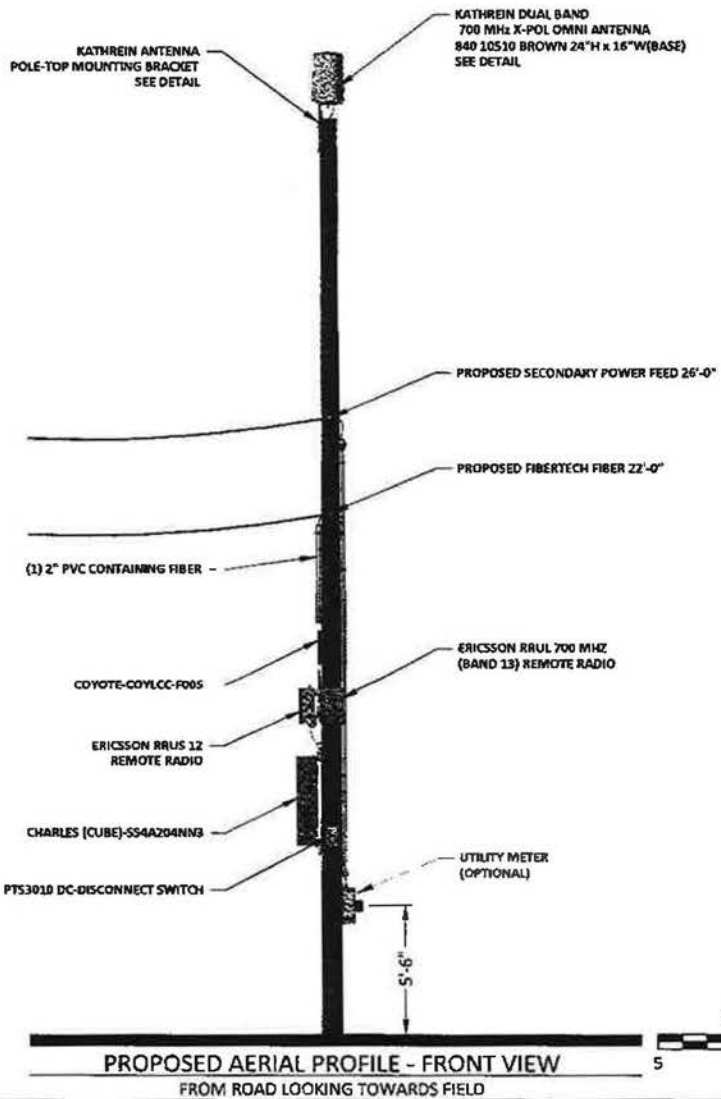
Exhibit D - Fee Schedule

Annual fees shall be paid by Company to City according to the following Fee Schedule:

Company-owned wood poles in wood utility pole districts	\$100.00
Company-owned metal or fiberglass poles in underground districts	\$100.00
City-owned wood poles in wood utility pole districts	\$240.00
City-owned streetlights	\$300.00
City-owned traffic signals	\$600.00
City-owned ornamental poles in downtown districts	\$1200.00

Company is responsible for all costs related to purchasing or retrofitting structures for use by the Facilities.

The inclusion of fees for City-owned poles, streetlights, and traffic signals in the Fee Schedule does not obligate the City to allow use of such facilities by Company. Any approval of such use will require a separate, City Council approved contract with Company, with the City reserving its right in that contract to require different fees than the minimum fees for City-owned poles, streetlights, and traffic signals in this Fee Schedule.



PROPOSED TOP VIEW

NOTE:
CABLES & EXTERIOR POLE EQUIPMENT
& ANYTHING
NOT SHOWN FOR CLARITY

LOCATION: VARIOUS LOCATIONS

NOTES:

PREPARED BY:

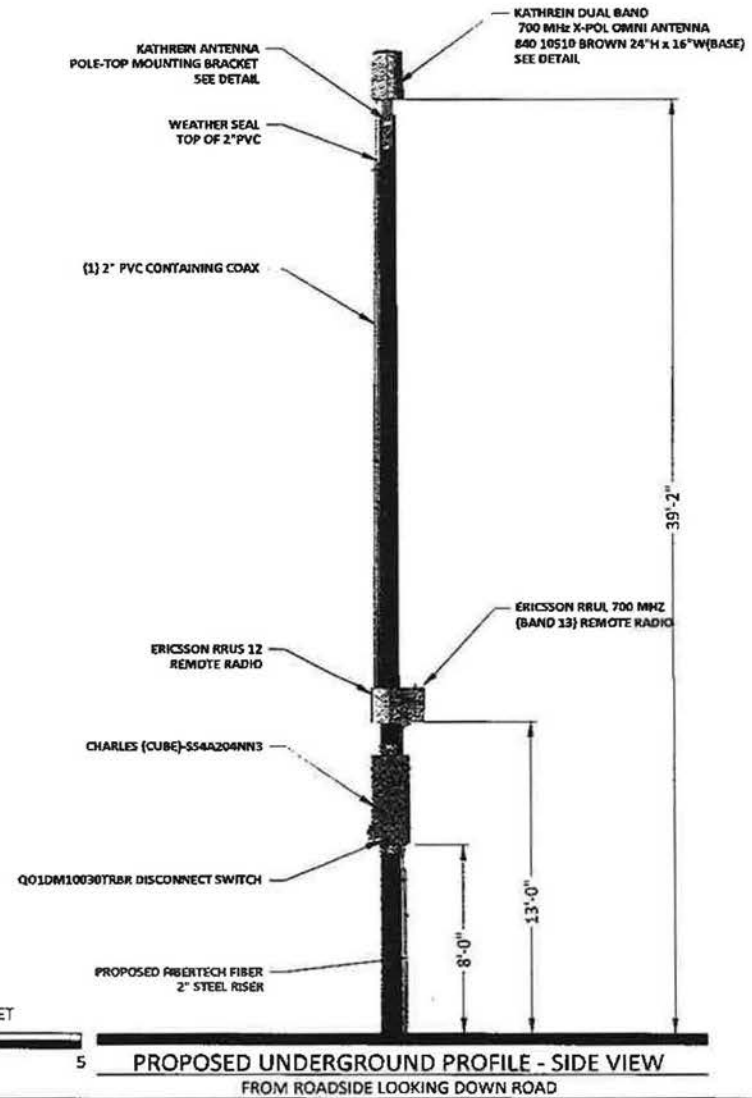
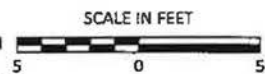
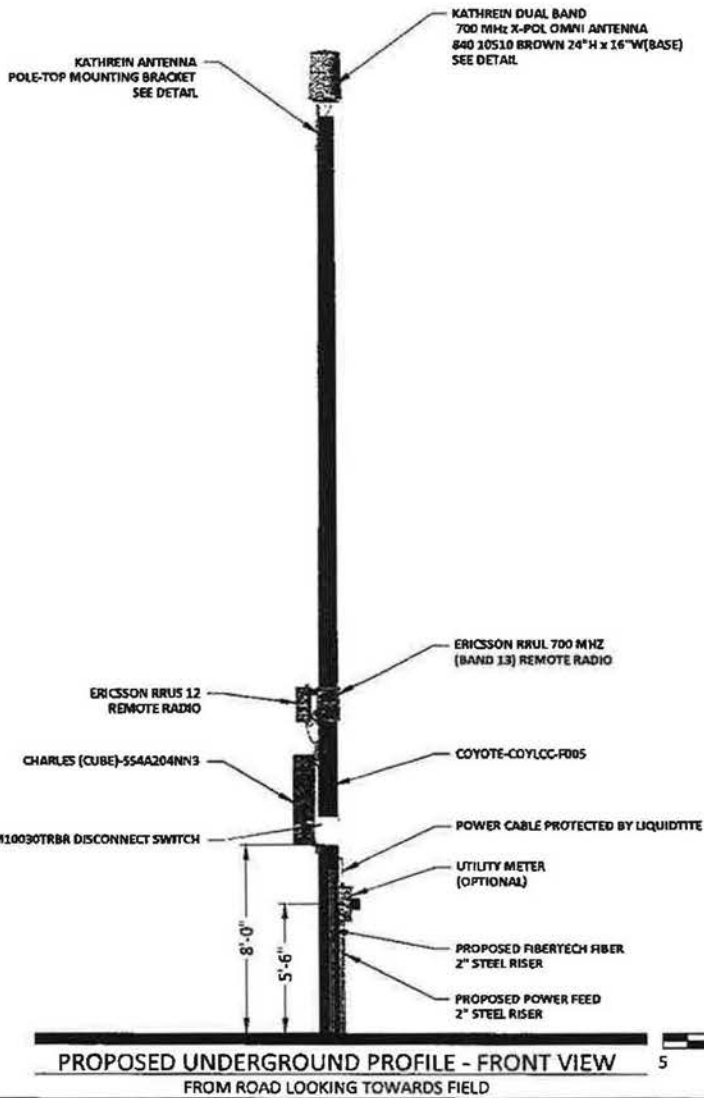


PREPARED BY:
UC/SYNERGETIC
Infrastructure Planning, Engineering, Software
21 COPPO RD
MANSFIELD, MA 02048
www.ucinc.com 1-508-237-7000

**FIBERTECH SMALL CELL
PROPOSED AERIAL PROFILE**

REVISIONS		
REV	DESCRIPTION	DATE

DRAWN BY: JTC	2
SCALE: 3" = 1'	
PROJ. DATE: 02/14/14	
WEEK NAME: CUMULATIVE MAKEUP	
SHEET NO. 2 OF 15	



CHARLES 554A204NN3

RADIO RR12

RADIO RR12 700 MHZ

DC DISC SWITCH

AC DISC SWITCH

METER

COAX CONDUIT

STREET SIDE

FIELD SIDE

PROPOSED TOP VIEW

NOTE:
CABLES & CONNECTOR POLE EQUIPMENT & AIRTERMINALS NOT SHOWN FOR CLARITY

LOCATION: VARIOUS LOCATIONS

NOTES:

PREPARED FOR:

Fibertech
NETWORKS

PREPARED BY:

UC/SYNERGETIC
Professional Services, Engineering & Construction
21 OXFORD RD
MANCHESTER, MA 02848
www.ucslc.com 1-508-337-7600

FIBERTECH SMALL CELL
PROPOSED UNDERGROUND PROFILE

REV	DESCRIPTION	DATE

DRAWN: JMC
SCALE: 3/4"=1'
DATE: 07/13/14
BY: JMC
CHECKED: JMC

3

SHEET # 3 OF 18

