



## MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 P.M.

April 17, 2017

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) INVOCATION – Ralph McCarty, East Eckford Community Church
- 4) PLEDGE OF ALLEGIANCE
- 5) APPROVAL OF AGENDA – Items can be added or deleted from the Agenda by Council action.
- 6) PUBLIC COMMENT ON AGENDA ITEMS – Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any agenda item.
- 7) CONSENT AGENDA
  - A. Assessing Services Agreement with City of Albion P. 3  
City Council will consider the recommendation to approve the one year extension of the Assessing Services Agreement with the City of Albion and authorize the City Clerk and Finance Director to sign the letter of agreement.
  - B. Dial-A-Ride Bus Purchase P. 7  
City Council will consider the recommendation to approve the purchase of a new Dial-A-Ride bus from Hoekstra Transportation in an amount not to exceed \$130,000.
  - C. Controlled Substance and Alcohol Misuse Testing Policy P. 14  
City Council will consider the recommendation to approve the Controlled Substances and Alcohol Misuse Testing Policy.
  - D. City Council Minutes P. 43  
Work Session.....Monday, April 3, 2017  
Regular Session.....Monday, April 3, 2017  
Work Session.....Monday, April 10, 2017
  - E. City Bills P. 47  
Regular Purchases .....\$ 93,694.05  
Weekly Purchases – 3/31/17.....\$ 28,666.74  
Weekly Purchases – 4/7/17 .....\$ 16,455.97  
Total.....\$ 138,816.76
- 8) PRESENTATIONS AND RECOGNITIONS
- 9) INFORMATIONAL ITEMS
  - A. Event Report – Oaklawn Hospitality Classic/Health Fair 2017 P. 52
  - B. Event Report – Memorial Day Parade P. 54
  - C. Event Report – Blues Fest P. 55

April 17, 2017

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- D. Event Report – Incredible Bed Race and Wonderful Wait Staff Race P. 56
- E. Event Report – Marshall Framing Studio 25<sup>th</sup> Anniversary Celebration P. 57
- F. Event Report – Zion Lutheran Church Oktoberfest P. 58

#### 10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

- A. Zoning Amendment #RZ17.01 to rezone from I-1 (Research and Technical District) to B-4 (Regional Commercial) P. 59

City Council will hear public comment on the Zoning Amendment Application #RZ17.01 to rezone 924 West Hanover Street from I-1 (Research and Technical District) to B-4 (Regional Commercial District).

#### 11) OLD BUSINESS

#### 12) REPORTS AND RECOMMENDATIONS

- A. Lawn Mowing Services P. 63

City Council will consider the recommendation to approve the bid from US Lawns of Kalamazoo, MI at the estimated amount of \$19,602.00 for mowing services at six locations.

- B. Pole License Agreement P. 65

City Council will consider the recommendation to approve the use of the newly developed pole license agreement as the document for non-city entities to attach their facilities to city-owned electric poles and approve the pole license agreement for Wide Open West Mid-Michigan LLC (WOW) and authorize the City Clerk to sign the agreement.

#### 13) APPOINTMENTS / ELECTIONS

- A. Library Board Appointment

#### 14) PUBLIC COMMENT ON NON-AGENDA ITEMS

Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any item not on the agenda.

#### 15) COUNCIL AND MANAGER COMMUNICATIONS

#### 16) ADJOURNMENT

Respectfully submitted,

Tom Tarkiewicz  
City Manager

Mayor:

Jack Reed

Council Members:

Ward 1 - Kari Schurig

Ward 2 - Nick Metzger

Ward 3 - Brent Williams

Ward 4 - Michael McNeil

Ward 5 - Robert Costa

At-Large - Joe Caron



**ADMINISTRATIVE REPORT**  
**April 17, 2017 - CITY COUNCIL MEETING**

**REPORT TO:** Honorable Mayor and City Council

**FROM:** Tom Tarkiewicz, City Manager  
Jon B. Bartlett, Finance Director

**SUBJECT:** Assessment Services Agreement with City of Albion

**BACKGROUND:** The City of Marshall decided to make the Assessing duties an internal function within the Finance Department in 2014. As part of this transition, the City of Marshall began discussions with the City of Albion on whether to share these Assessing Services on a 70/30 basis, with Albion receiving approximately 30% of the Assessing Services under contract with the City of Marshall. In March 2017, both cities began talks of extending the existing contract for another year beginning July 1, 2017. On April 3, 2017, the Albion City Council approved a one year extension of the existing contract in an amount of \$45,852.00 (see attached). Also attached, is a spreadsheet showing how the annual amount of the new Agreement was calculated.

**RECOMMENDATION:** It is recommended that City Council approve the attached one year extension letter of the Assessment Services Agreement with the City of Albion, and grant the City Clerk and the City's Finance Director the authority to sign the agreement on behalf of the City.

**FISCAL EFFECTS:** The FY 2018 proposed General Fund Budget was given to City Council on April 3, 2017 and includes the expected agreement revenue from the City of Albion. Failure to approve the FY18 Assessment Services Agreement extension would reduce General Fund revenues by \$45,852.

**CITY GOAL CLASSIFICATION:** N/A

**ALTERNATIVES:** As suggested by the Council.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jon B. Bartlett".

Jon B. Bartlett  
Finance Director

A handwritten signature in dark ink, appearing to read "Tom Tarkiewicz".

Tom Tarkiewicz  
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

City of Marshall					
City of Albion					
City Assessor Function					
	<b>Adopted</b>	<b>Adopted</b>	<b>Projected</b>		
	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>		
	<b>FY2016</b>	<b>FY2017</b>	<b>FY2018</b>		
Payroll & Fringes	\$ 138,275.00	\$ 135,329.00	\$ 138,002.00		
Overtime	\$ 1,283.00	\$ 500.00	\$ -		
Supplies & Services	\$ 5,825.00	\$ 1,750.00	\$ 2,379.00		
Contractual Services	\$ 7,500.00	\$ 7,500.00	\$ 6,120.00		
Travel	\$ 4,000.00	\$ 1,000.00	\$ 2,200.00		
Data Processing	\$ 5,135.00	\$ 5,200.00	\$ 6,111.00		
Training	\$ 2,500.00	\$ 3,500.00	\$ 1,790.00		
Communications	\$ -	\$ 1,000.00	\$ 975.00		
Motor Pool Rental	\$ -	\$ 3,000.00	\$ 1,500.00		
Workers' Comp.	\$ 367.00	\$ 32.00	\$ 362.00		
	\$ 164,885.00	\$ 158,811.00	\$ 159,439.00		
Marshall	70%	70%	70%		
Albion	30%	30%	30%		
	2016	2017	2018		
	12 months	12 months	12 months		
Albion	\$ 49,465.50	\$ 47,643.30	\$ 47,831.70		
Less	\$ (2,000.00)	\$ (2,000.00)	(2,000.00)		
Albion Final Annual **	\$ 47,465.50	\$ 45,643.30	\$ 45,831.70		
		\$ 45,650.00	45,852.00	Rounded for Contract	
Marshall	\$ 117,419.50	\$ 113,161.00	113,587.00		
	\$ 164,885.00	\$ 158,811.00	\$ 159,439.00		
** Does not include Albion BOR Costs, Tax Tribunal					
or STC Legal Expenses incurred by the City of Albion					





March 17, 2017

Ms. Sheryl L. Mitchell  
City Manager  
City of Albion  
Albion, Michigan 49224

Dear Ms. Mitchell:

This letter is to offer an extension of the Assessment Services Agreement between the City of Marshall and the City of Albion. Pursuant to our existing Agreement that expires on 6/30/2017, Section 3 of the Agreement states that it may be extended or renewed upon mutual agreement of the parties.

The current Agreement also indicates that modifications in the amounts charged by Marshall for services shall be reviewed on at least an annual basis by the City Manager of Albion and the Finance Director of Marshall and changes agreed to in writing by them.

The FY2018 Proposed Assessing budget will be presented to the Marshall City Council on April 3, 2017 in an amount of \$159,439 (see attached). For FY2018, the Albion portion of the agreement is set at \$45,852.00 which is slightly more than the FY17 amount of \$45,650. This amount is 30% of the Assessing budget less \$2,000 (as calculated in the previous two contracts). The \$45,852 excludes any costs associated with the Albion Board of Review, any costs associated with appeals to the Michigan Tax Tribunal or State Tax Commission, and any legal expenses incurred by such appeals.

If you are in agreement with the amounts and items discussed in this Letter of Extension, please acknowledge your acceptance before May 1, 2017.

It has been a pleasure working with you and the City of Albion in this cooperative effort, and I hope we are able to continue these efforts into the future. Hopefully, we may also be able to expand our cooperation to other projects that might prove mutually beneficial.

323 W. Michigan Ave.

Marshall, MI 49068

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cityofmarshall.com

Ms. Sheryl L. Mitchell  
June 2, 2016  
Page 2

Sincerely,

Jon B. Bartlett  
Finance Director

C: Tom Tarkiewicz, City Manager  
Julie Cain-Derouin, Assessor

The Extension of the Assessing Services Contract between the City of Albion and the City of Marshall, with Modifications as Noted in this Letter of Extension and Attachment, is Hereby Acknowledged by:

 4-4-17

Sheryl L. Mitchell,  
City Manager  
City of Albion

Date

Jon B. Bartlett  
Finance Director  
City of Marshall

Date

 4-4-17

Jill Domingo  
City Clerk  
City of Albion

Date

Trish Nelson  
City Clerk  
City of Marshall

Date

Attachment (1) – Marshall City Assessing FY2018 Budget

Attachment (2) – Marshall City Assessing Allocation Spreadsheet



**ADMINISTRATIVE REPORT**  
**April 17, 2017 - CITY COUNCIL MEETING**

**REPORT TO:** Honorable Mayor and City Council Members

**FROM:** Elizabeth Renaud, Transportation Manager  
Jon Bartlett, Finance Director  
Tom Tarkiewicz, City Manager

**SUBJECT:** Dial-A-Ride New Bus Purchase

**BACKGROUND:** On March 2<sup>nd</sup>, 2015, City Council approved a resolution of intent authorizing the City of Marshall to seek financial assistance from the State of Michigan. This request included the purchase of a new bus to replace our current bus #10 which has met replacement criteria as determined by MDOT. On July 18, 2016, the City of Marshall received Project Authorization No.: P9 for one <30 ft. replacement bus in an amount not to exceed \$130,000 (federal funding: \$104,000, state funding \$26,000).

The City has been in contact with our MDOT project manager to ensure that the project authorization was still in effect. Finding out that it is, we are requesting authorization from Council to enter into a purchase agreement with Hoekstra Transportation to purchase a new bus.

The new bus will be a 26-foot, Class One Ford F-550. It will use unleaded fuel, and seat ten ambulatory passengers plus three wheelchairs. The color of the bus will be white and will be practically identical to our current fleet. The expected delivery date is in late 2017.

**RECOMMENDATION:** Staff recommends that Council approve the purchase of a new DART bus from Hoekstra Transportation in an amount not to exceed \$130,000.

**FISCAL EFFECTS:** The purchase of the new bus is fully funded through the project authorization. The City of Marshall will have to pay for the bus and then seek reimbursement from the State. The bus will be purchased out of the DART-Capital Outlay account 588-538-970.00.

**ALTERNATIVES:** As suggested by Council

**CITY GOAL CLASSIFICATION:**

**GOAL AREA 2: QUALITY OF LIFE**

**Goal Statement:** To achieve and sustain a concentrated effort to promote a vibrant community atmosphere in the Marshall area.

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

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cityofmarshall.com

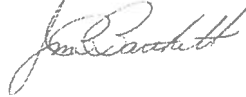
**GOAL AREA 4: INFRASTRUCTURE**

**Goal Statement:** Preserve, rehabilitate, maintain, and expand city infrastructure and assets.

Respectfully submitted,



Tom Tarkiewicz  
City Manager



Jon Bartlett  
Finance Director



Elizabeth Renaud  
Transportation Manager

Date: July 18, 2016  
Agreement No.: 2012-0128  
Authorization No.: P9  
Project No.: 120305  
Agenda: MA

**PROJECT AUTHORIZATION  
CITY OF MARSHALL  
FY 2016 SECTION 5311 CAPITAL FORMULA GRANTS  
FOR RURAL AREAS PROGRAM/  
SURFACE TRANSPORTATION PROGRAM**

This information is required by the Michigan Department of Transportation (DEPARTMENT) in order to record agreement of utilization of funds provided by the Federal Transit Administration, United States Department of Transportation and the DEPARTMENT. The funds provided shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date: September 23, 2016

Authorization Expiration Date: September 22, 2019

Fiscal Year of Effective Contract Clauses: 2016

The Federal grant associated with the PROJECT AUTHORIZATION is Temporary No. 1207-2016-4 /Permanent No. MI-2016-037.

Award Year: 2016

Federal Item Number: WK0058

The Data Universal Numbering System (DUNS) number for the AGENCY is 828616628.

The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Formula Grants for Rural Areas Program is 20.509.

The AGENCY will be financially and legally responsible for the terms and conditions of the Special Section 5333(b) labor warranty as agreed to in your annual application. The Special Section 5333(b) warranty can be found at: [www.dol.gov/dol/esa/public/regs/compliance/olms/13factsheet.htm](http://www.dol.gov/dol/esa/public/regs/compliance/olms/13factsheet.htm).

The AGENCY agrees to prepare and submit to the DEPARTMENT quarterly milestone reports for Section 5311. Reports are due 10 days after the end of each quarter.

**Timely Expenditure of Funds**

The funds included in this PROJECT AUTHORIZATION must be obligated (i.e., place orders for buses, issue third party contracts, purchase equipment, complete facility improvements) within six months of receiving an awarded PROJECT AUTHORIZATION. If funds have not been obligated within twelve months, the DEPARTMENT may cancel this PROJECT AUTHORIZATION and the AGENCY will no longer have access to the funds. The DEPARTMENT will not extend this PROJECT AUTHORIZATION beyond three years except for very unique circumstances as determined by the DEPARTMENT. The DEPARTMENT will allow for additional time for new facility construction projects if sufficient progress is being made to complete the project.

City of Marshall  
Agreement No.: 2012-0128  
Authorization No.: P9  
Project No.: 120305  
Page: 2 of 2

<u>Item</u>	<u>Federal</u>	<u>State</u>	<u>Total</u>
<u>Revenue vehicles:</u>			
One <30 ft replacement bus (819)	\$104,000	\$26,000	\$130,000

<u>Funding sources:</u>		PRF No.: 2016-435
2016/7509	\$104,000 (F)	
2016/7520	\$ 26,000 (S)	

**CITY OF MARSHALL**

Natalie Dean  
Signature

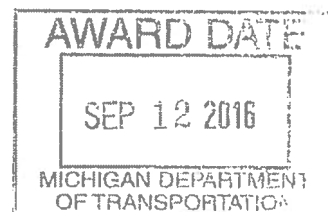
Natalie Dean, Director & Assistant City Manager  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

Laura J. Mester  
Title: Department Director





NEW VEHICLE ORDER FORM - HOEKSTRA TRANSPORTATION  
Medium Class One & Class Two Composite Bus Only  
7 Years/200,000 Miles



Instructions: (1) Complete sections I & II (2) For sections III and IV simply type in the quantity and the form will automatically calculate costs (3) For section V (local options) type in the quantity, item descriptions, and unit prices as the form will automatically calculate costs (4) Sign and date the form in section VII (5) Submit completed and signed form to the vendor (6) Once new bus is received and accepted, a copy of this completed form shall be submitted to MDOT with payment request (see State Vehicle Purchasing Program Guidelines)

<b>I Contact Information</b>							
Transit Agency Name:		City of Marshall Dial-a-Ride					
Contact Name:		Elizabeth Renaud					
Phone Number:		269-558-0332		E-mail:		erenaud@cityofmarshall.com	
<b>II Contract, Funding, and Vehicle Information</b>							
Program:		MIDEAL Contract No.		071B6600071			
Agency Contract No.		Vendor Name:		Hoekstra Transportation, Inc.			
Chassis/ Manufacturer:		Ford F-550 (Class One) or Navistar/International (Class Two) Diesel Engine		Vehicle/Body Manufacturer:		EIDorado National, Inc.	
Body Material:		Fiberglass Composite		Vehicle Color Base:		White	
Vehicle Color Top:		White		Striping Color:		N/A	
Seating Color (Select One):		Fabric & Vinyl: <input type="checkbox"/> Gray <input type="checkbox"/> Blue <input type="checkbox"/> Red <input type="checkbox"/> Tan (Vinyl)		Flooring Color (Select One):		<input checked="" type="checkbox"/> Gray <input type="checkbox"/> Tan	
<b>III Base Vehicle Floor Plans</b>							
	Qty	Description	Price Each	Total Price	Low Bidder Price	Federal/State Share	Local Share
<b>A.</b>		<b>Class One - 26 Foot Bus - Vinyl Seat Covers</b>					
1		24 passenger without lift	\$83,569.00	\$0.00	\$83,569.00	\$0.00	\$0.00
2		14+2 passenger with Braun 1000# lift	\$88,945.00	\$0.00	\$88,945.00	\$0.00	\$0.00
3		10+3 passenger with Braun 1000# lift	\$89,865.00	\$89,865.00	\$89,865.00	\$89,865.00	\$0.00
<b>B.</b>		<b>Class One - 28 Foot Bus - Fabric Seat Covers</b>					
1		24 passenger without lift	\$84,169.00	\$0.00	\$84,169.00	\$0.00	\$0.00
2		14+2 passenger with Braun 1000# lift	\$89,445.00	\$0.00	\$89,445.00	\$0.00	\$0.00
3		10+3 passenger with Braun 1000# lift	\$90,315.00	\$0.00	\$90,315.00	\$0.00	\$0.00
<b>C.</b>		<b>Class One - 29 Foot Bus - Vinyl Seat Covers</b>					
1		28 passenger without lift	\$86,069.00	\$0.00	\$86,069.00	\$0.00	\$0.00
2		18+2 passenger with Braun 1000# lift	\$91,570.00	\$0.00	\$91,570.00	\$0.00	\$0.00
3		14+3 passenger with Braun 1000# lift	\$91,790.00	\$0.00	\$91,790.00	\$0.00	\$0.00
4		10+4 passenger with Braun 1000# lift	\$93,020.00	\$0.00	\$93,020.00	\$0.00	\$0.00
<b>D.</b>		<b>Class One - 29 Foot Bus - Fabric Seat Covers</b>					
1		28 passenger without lift	\$86,769.00	\$0.00	\$86,769.00	\$0.00	\$0.00
2		18+2 passenger with Braun 1000# lift	\$92,170.00	\$0.00	\$92,170.00	\$0.00	\$0.00
3		14+3 passenger with Braun 1000# lift	\$92,340.00	\$0.00	\$92,340.00	\$0.00	\$0.00
4		10+4 passenger with Braun 1000# lift	\$93,570.00	\$0.00	\$93,570.00	\$0.00	\$0.00
<b>E.</b>		<b>Class One - 32 Foot Bus - Vinyl Seat Covers</b>					
1		32 passenger without lift	\$89,409.00	\$0.00	\$89,409.00	\$0.00	\$0.00
2		22+2 passenger with Braun 1000# lift	\$93,510.00	\$0.00	\$93,510.00	\$0.00	\$0.00
3		18+3 passenger with Braun 1000# lift	\$93,930.00	\$0.00	\$93,930.00	\$0.00	\$0.00
4		14+4 passenger with Braun 1000# lift	\$95,560.00	\$0.00	\$95,560.00	\$0.00	\$0.00
<b>F.</b>		<b>Class One - 32 Foot Bus - Fabric Seat Covers</b>					
1		32 passenger without lift	\$90,209.00	\$0.00	\$90,209.00	\$0.00	\$0.00
2		22+2 passenger with Braun 1000# lift	\$94,210.00	\$0.00	\$94,210.00	\$0.00	\$0.00
3		18+3 passenger with Braun 1000# lift	\$94,580.00	\$0.00	\$94,580.00	\$0.00	\$0.00
4		14+4 passenger with Braun 1000# lift	\$96,210.00	\$0.00	\$96,210.00	\$0.00	\$0.00
<b>G.</b>		<b>Class Two - 26 Foot Bus - Vinyl Seat Covers</b>					
1		24 passenger without lift	\$108,089.00	\$0.00	\$108,089.00	\$0.00	\$0.00
2		14+2 passenger with Braun 1000# lift	\$113,824.00	\$0.00	\$113,824.00	\$0.00	\$0.00
3		10+3 passenger with Braun 1000# lift	\$114,744.00	\$0.00	\$114,744.00	\$0.00	\$0.00
<b>H.</b>		<b>Class Two - 26 Foot Bus - Fabric Seat Covers</b>					
1		24 passenger without lift	\$108,689.00	\$0.00	\$108,689.00	\$0.00	\$0.00
2		14+2 passenger with Braun 1000# lift	\$114,324.00	\$0.00	\$114,324.00	\$0.00	\$0.00
3		10+3 passenger with Braun 1000# lift	\$115,194.00	\$0.00	\$115,194.00	\$0.00	\$0.00
<b>I.</b>		<b>Class Two - 28 Foot Bus - Vinyl Seat Covers</b>					
1		28 passenger without lift	\$109,299.00	\$0.00	\$109,299.00	\$0.00	\$0.00
2		18+2 passenger with Braun 1000# lift	\$115,734.00	\$0.00	\$115,734.00	\$0.00	\$0.00
3		14+3 passenger with Braun 1000# lift	\$115,954.00	\$0.00	\$115,954.00	\$0.00	\$0.00
4		10+4 passenger with Braun 1000# lift	\$116,609.00	\$0.00	\$116,609.00	\$0.00	\$0.00
<b>J.</b>		<b>Class Two - 29 Foot Bus - Vinyl Seat Covers</b>					
1		28 passenger without lift	\$109,999.00	\$0.00	\$109,999.00	\$0.00	\$0.00
2		18+2 passenger with Braun 1000# lift	\$116,334.00	\$0.00	\$116,334.00	\$0.00	\$0.00
3		14+3 passenger with Braun 1000# lift	\$116,504.00	\$0.00	\$116,504.00	\$0.00	\$0.00
4		10+4 passenger with Braun 1000# lift	\$117,159.00	\$0.00	\$117,159.00	\$0.00	\$0.00
<b>K.</b>		<b>Class Two - 29 Foot Bus - Fabric Seat Covers</b>					
1		32 passenger without lift	\$112,694.00	\$0.00	\$112,694.00	\$0.00	\$0.00
2		22+2 passenger with Braun 1000# lift	\$117,729.00	\$0.00	\$117,729.00	\$0.00	\$0.00
3		18+3 passenger with Braun 1000# lift	\$118,149.00	\$0.00	\$118,149.00	\$0.00	\$0.00
4		14+4 passenger with Braun 1000# lift	\$119,104.00	\$0.00	\$119,104.00	\$0.00	\$0.00
<b>L.</b>		<b>Class Two - 32 Foot Bus - Fabric Seat Covers</b>					
1		32 passenger without lift	\$113,494.00	\$0.00	\$113,494.00	\$0.00	\$0.00
2		22+2 passenger with Braun 1000# lift	\$118,429.00	\$0.00	\$118,429.00	\$0.00	\$0.00
3		18+3 passenger with Braun 1000# lift	\$118,799.00	\$0.00	\$118,799.00	\$0.00	\$0.00
4		14+4 passenger with Braun 1000# lift	\$119,754.00	\$0.00	\$119,754.00	\$0.00	\$0.00
Base Vehicle Totals			\$89,865.00		\$89,865.00		\$0.00
<b>IV Contract Options</b>							
	Qty	Contract Options	Price Each	Total Price	Low Bidder Price	Federal/State Share	Local Share
1		Air Conditioning, Split unit 26 foot -ACT	\$4,500.00	\$0.00	\$4,500.00	\$0.00	\$0.00

2		Air Conditioning, Split unit 29 foot -ACT	\$7,200.00	\$0.00	\$7,200.00	\$0.00	\$0.00
3		Air Conditioning, Split unit 32 foot -ACT	\$7,200.00	\$0.00	\$7,200.00	\$0.00	\$0.00
4	1	Rooftop AC with heat - ACT	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$0.00
5		Auxiliary Air Heater - ESPAR - 'Gasoline Engine Only'	\$3,100.00	\$0.00	\$3,100.00	\$0.00	\$0.00
6		Auxiliary Air Heater (ESPAR) & Block Heater (in lieu of Aux Coolant Heater)	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00
7		Destination Sign - Roller/Curtain - Transign	\$2,600.00	\$0.00	\$2,600.00	\$0.00	\$0.00
8		Destination Sign - LED - Transign	\$3,600.00	\$0.00	\$3,600.00	\$0.00	\$0.00
9		Destination Sign - LED - Twin Vision	\$3,600.00	\$0.00	\$3,600.00	\$0.00	\$0.00
10		Donation box (in lieu of standard farebox - deduct) - Diamond	-\$1,200.00	\$0.00	-\$1,200.00	\$0.00	\$0.00
11		Farebox Electrical Prep Only (less standard farebox - deduct)	-\$1,000.00	\$0.00	-\$1,000.00	\$0.00	\$0.00
12	1	Limited Slip Differential (Class One) - Ford OEM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13		Limited Slip Differential (Class Two) - International OEM	\$830.00	\$0.00	\$830.00	\$0.00	\$0.00
14	1	Rear emergency exit window	-\$900.00	-\$900.00	-\$900.00	-\$900.00	\$0.00
15		Paint - One stripe	\$600.00	\$0.00	\$600.00	\$0.00	\$0.00
16		Paint - Roof second color	\$100.00	\$0.00	\$100.00	\$0.00	\$0.00
17		Paint - Different Full body	\$1,800.00	\$0.00	\$1,800.00	\$0.00	\$0.00
18		Reflective Vinyl Belt Stripe	\$300.00	\$0.00	\$300.00	\$0.00	\$0.00
19		Lift - Type I, 800# (in lieu of standard - deduct) - Braun	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20		Lift - Type II, 800# - Powered outer barrier (in lieu of standard) - Braun	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21		Lift- Folding Platform, 800# (in lieu of standard) - Braun	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22		Alternate Standard Lift Manufacturer - Rucon	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00
23	3	Slide 'N Click System (in lieu of standard L-track) - Q'Straint	\$100.00	\$300.00	\$100.00	\$300.00	\$0.00
24		Additional Wheelchair Position - L-Track System <sup>1</sup>	\$560.00	\$0.00	\$560.00	\$0.00	\$0.00
25		Additional Wheelchair Position - Q Straint Slide 'N Click System <sup>1</sup>	\$560.00	\$0.00	\$560.00	\$0.00	\$0.00
26	1	Two-way radio prep package	\$210.00	\$210.00	\$210.00	\$210.00	\$0.00
27	1	Radio - AM/FM stereo system w/ four speakers - OEM	\$300.00	\$300.00	\$300.00	\$300.00	\$0.00
28		Radio - Public Address (PA) System Only w/ two speakers - Jensen	\$250.00	\$0.00	\$250.00	\$0.00	\$0.00
29		Radio - AM/FM/PA System w/ four speakers - Jensen	\$400.00	\$0.00	\$400.00	\$0.00	\$0.00
30		Radio - Speaker Only	\$50.00	\$0.00	\$50.00	\$0.00	\$0.00
31		Rear Air Ride Suspension (Class One Only)	\$9,460.00	\$0.00	\$9,460.00	\$0.00	\$0.00
32		Rubber Flooring (in lieu of slip resistant smooth flooring) - RCA	-\$500.00	\$0.00	-\$500.00	\$0.00	\$0.00
33		Entrance Stepwell Heater - Lighthouse	\$350.00	\$0.00	\$350.00	\$0.00	\$0.00
34		Electric Driveline Brake (Retarder) - Thelma	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00
35	1	Freedman Seating - Rear five place passenger - Vinyl <sup>2</sup>	\$165.00	\$165.00	\$165.00	\$165.00	\$0.00
36		Freedman Seating - Rear five place passenger - Fabric <sup>2</sup>	\$215.00	\$0.00	\$215.00	\$0.00	\$0.00
37		Freedman Seating - Forward Facing Standard Double Seat - Vinyl <sup>1</sup>	\$450.00	\$0.00	\$450.00	\$0.00	\$0.00
38		Freedman Seating - Forward Facing Standard Double Seat - Fabric <sup>2</sup>	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00
39		Seating - Forward Facing Standard Double Seat - Vinyl (Deduct) <sup>1</sup>	-\$450.00	\$0.00	-\$450.00	\$0.00	\$0.00
40		Seating - Forward Facing Standard Double Seat - Fabric (Deduct) <sup>1</sup>	-\$500.00	\$0.00	-\$500.00	\$0.00	\$0.00
41		Freedman Seating - Forward Facing Double Fold-A-Way - Vinyl <sup>2</sup>	\$775.00	\$0.00	\$775.00	\$0.00	\$0.00
42		Freedman Seating - Forward Facing Double Fold-A-Way - Fabric <sup>2</sup>	\$825.00	\$0.00	\$825.00	\$0.00	\$0.00
43		Seating - Forward Facing Double Fold-A-Way - Vinyl (Deduct) <sup>2</sup>	-\$775.00	\$0.00	-\$775.00	\$0.00	\$0.00
44		Seating - Forward Facing Double Fold-A-Way - Fabric (Deduct) <sup>2</sup>	-\$825.00	\$0.00	-\$825.00	\$0.00	\$0.00
45		Freedman Seating - Double Flip-up - Vinyl <sup>2</sup>	\$565.00	\$0.00	\$565.00	\$0.00	\$0.00
46		Freedman Seating - Double Flip-up - Fabric <sup>2</sup>	\$615.00	\$0.00	\$615.00	\$0.00	\$0.00
47		Seating - Double Flip-up - Vinyl (Deduct) <sup>1</sup>	-\$565.00	\$0.00	-\$565.00	\$0.00	\$0.00
48		Seating - Double Flip-up - Fabric (Deduct) <sup>2</sup>	-\$615.00	\$0.00	-\$615.00	\$0.00	\$0.00
49		Freedman Seating - Double w/Single Integrated Child Seat (ICS) - Vinyl <sup>1</sup>	\$1,020.00	\$0.00	\$1,020.00	\$0.00	\$0.00
50		Freedman Seating - Double w/Single Integrated Child Seat (ICS) - Fabric <sup>2</sup>	\$1,070.00	\$0.00	\$1,070.00	\$0.00	\$0.00
51		Seating - Double w/Single Integrated Child Seat (ICS) - Vinyl (Deduct) <sup>2</sup>	-\$1,020.00	\$0.00	-\$1,020.00	\$0.00	\$0.00
52		Seating - Double w/Single Integrated Child Seat (ICS) - Fabric (Deduct) <sup>2</sup>	-\$1,070.00	\$0.00	-\$1,070.00	\$0.00	\$0.00
53		Freedman Seating - Double w/Double Integrated Child Seat (ICS) - Vinyl <sup>1</sup>	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$0.00
54		Freedman Seating - Double w/Double Integrated Child Seat (ICS) - Fabric <sup>2</sup>	\$1,550.00	\$0.00	\$1,550.00	\$0.00	\$0.00
55	1	Driver's Power Seat Base - (Class One Only)	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$0.00
56	1	Alt. Engine - Gas (Class One Only) - Deduct - Ford 6.8L V10	-\$7,500.00	-\$7,500.00	-\$7,500.00	-\$7,500.00	\$0.00
57		Alt. Engine - Propane (Class One Only) Ford 6.8L V10 w/ROUSH Conversion	\$22,000.00	\$0.00	\$22,000.00	\$0.00	\$0.00
58		Alt. Engine - CNG (Class One Only) Ford 6.8L V10 w/G.A.S. Conversion	\$25,765.00	\$0.00	\$25,765.00	\$0.00	\$0.00
59		Stop Request System	\$700.00	\$0.00	\$700.00	\$0.00	\$0.00
60	1	Back-up Sensor System - Hawkeye	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$0.00
61		Video Surveillance - Two Camera System - REI	\$1,600.00	\$0.00	\$1,600.00	\$0.00	\$0.00
62		Video Surveillance - Four Camera System - REI	\$2,900.00	\$0.00	\$2,900.00	\$0.00	\$0.00
63		Video Surveillance - Six Camera System - REI	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00
64		Video Surveillance - DVR System Upgrade - REI	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00
65		Video Surveillance - Extra Interior Cameras - REI	\$700.00	\$0.00	\$700.00	\$0.00	\$0.00



66	Video Surveillance - Extra Exterior Cameras - REI	\$700.00	\$0.00	\$700.00	\$0.00	\$0.00
67	Video Surveillance Preparation Package (for future setup of video system)	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00
68	Hydraulic Brakes (in lieu of Air Brakes)(Class 2 only)	\$890.00	\$0.00	\$890.00	\$0.00	\$0.00
69	Spare Tire - Steer Axle	\$450.00	\$0.00	\$450.00	\$0.00	\$0.00
70	Spare Tire - Drive Axle	\$450.00	\$0.00	\$450.00	\$0.00	\$0.00
	<b>Contract Options Subtotal</b>		\$6,275.00		\$6,275.00	\$0.00
	<b>Base + Contract Option Subtotal</b>		\$96,140.00		\$96,140.00	\$0.00
<b>V Non-Specified Local Options (Paid 100% Locally):</b>						
O L o t a l s	<b>Qty</b>	<b>Enter Item Description Below</b>	<b>Enter Unit Price Below</b>	<b>Total Price</b>	<b>Local Share</b>	
	1	Bus Graphics Done By Local	\$3,000.00	\$3,000.00	\$3,000.00	
	2	AngelTrax Video Equipment Transfer	\$900.00	\$900.00	\$900.00	
	3			\$0.00	\$0.00	
	4			\$0.00	\$0.00	
	5			\$0.00	\$0.00	
	6			\$0.00	\$0.00	
	7			\$0.00	\$0.00	
	8			\$0.00	\$0.00	
	9			\$0.00	\$0.00	
	10			\$0.00	\$0.00	
		<b>Local Options Subtotal</b>	\$3,900.00		\$3,900.00	
		<b>Total (Base + Contract Options + Local Options)</b>	\$100,040.00		\$3,900.00	
	<b>Optional: Administrative Fee</b>	Not to exceed \$1,000.00				
	<b>Grand Total</b>		\$100,040.00		\$3,900.00	
<b>VI Comments/Special Instructions (Attach a separate sheet if more space is needed):</b>						
<b>VII Authorization</b>						



**ADMINISTRATIVE REPORT**  
**April 17, 2017 - CITY COUNCIL MEETING**

**REPORT TO:** Honorable Mayor and City Council

**FROM:** Tracy Hall, HR Coordinator  
Tom Tarkiewicz, City Manager

**SUBJECT:** Controlled Substance & Alcohol Misuse Testing Policy

**BACKGROUND:** During the past year the Federal Transit Administration audited the drug and alcohol testing programs of nine Michigan transit systems. Audit results indicated several areas where these nine transit agency programs were out of compliance. Because of the findings related to the policies, the Michigan Department of Transportation (MDOT) contracted with a consultant to have all agencies Drug and Alcohol policies updated. The consultant developed a new policy template.

Staff has reviewed the template and made necessary changes to reflect our current practices. The consultant and Transit Authority have found the policy to be in compliance.

**RECOMMENDATION:** It is recommended that the City Council approve the attached Controlled Substances and Alcohol Misuse Testing Policy as submitted.

**FISCAL EFFECTS:** Cost associated with the required drug and alcohol testing of transit employees.

**ALTERNATIVES:** As suggested by the Council.

**CITY GOAL CLASSIFICATION:** N/A

Respectfully submitted,

Tracy L. Hall  
HR Coordinator

Tom Tarkiewicz  
City Manager

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Marshall, MI 49068

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cityofmarshall.com

# City of Marshall

## Controlled Substances and Alcohol Misuse Testing Policy

### U.S. Department of Transportation Federal Transit Administration (FTA) Regulations

49 CFR Parts 40 & 655

Effective:  
March 27, 2017

City of Marshall's drug testing provider is:

First Advantage  
888-794-6574

Prepared by:

Current Consulting Group, LLC  
Phone: 215-248-8204 Main Office

Disclaimer: All information provided by Current Consulting Group, LLC and its principles/Agents and employees, whether verbal or written; is not intended to provide legal advice. Although we go to great lengths to make sure our information is accurate and useful and our interpretation of it is appropriate to your situation, we recommend that you contact your attorney with your legal questions and concerns. Reliance upon information provided Current Consulting Group, LLC, its principles/Agents or employees for legal advice is unfounded.

## I. STATEMENT OF POLICY

The City of Marshall, the Federal Transit Administration and the U.S. Congress have determined that alcohol abuse and illegal drug use pose specific dangers to the safety and welfare of the Nation. In fact, the Federal Transit Administration has specifically noted that the use of alcohol and illegal drugs has been demonstrated to significantly affect the performance of individuals involved in the public transportation industry. It is therefore the policy of The City of Marshall and the Federal Transit Administration that safety-sensitive employees in the public transportation industry be free from the influence of drugs and alcohol.

In order to achieve this objective and to comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 and Federal Transit Administration Regulation, 49 CFR Part 655, the City of Marshall has developed and implemented a drug and alcohol testing program designed to help prevent accidents and injuries resulting from the misuse of alcohol and prohibited drugs by employees who perform safety-sensitive functions in the public transportation industry, and to deter and detect the use of prohibited drugs by covered employees. Implementation of this program also helps deter substance abuse, as well as reduce absenteeism, accidents, health care costs and other drug-related problems. This program enhances the safety of our employees and the users of public transportation by facilitating the early identification of substance abuse-related issues and referral for treatment of workers with drug or alcohol abuse problems.

**Those areas of the policy that appear in bold and underline print reflect This Company's independent authority to require additional provisions with regard to drug and alcohol testing procedures.**

## II. SCOPE

Individuals Subject to Testing (Covered Employees) [655.4]. Part 655.4 defines a "Covered Employee" as a person, including an applicant or transferee, who performs or will perform a safety-sensitive function for an entity subject to part 655.

For purposes of this policy a "safety-sensitive function" includes:

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License (CDL);
- Controlling dispatch of movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 USC 5307 or 5309, is an area of less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 USC 5311 and contracts out such services; or
- Carrying a firearm for security purposes.
- An individual will be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform or immediately available to perform such functions.

A volunteer is a covered employee if:

- The volunteer is required to hold a commercial driver's license to operate the vehicle; or
- The volunteer performs a safety-sensitive function for an entity subject to this part and receives remuneration more than his or her actual expenses incurred while engaged in the volunteer activity.

"Vehicles" subject to this policy include buses, electric buses, vans, automobiles, rail cars, trolley cars, trolley buses or vessels. "Public transit vehicles" are vehicles used for public transportation or ancillary services.

**A. Contractors.** Under FTA regulations, the requirements of this policy apply to recipients of FTA assistance as defined in 49 CFR, as well as other entities that provide public transportation services or perform safety-sensitive functions for such recipients or entities, including sub-recipients, operators and **contractors**.

"*Contractors*" subject to the requirements of the regulations include persons or organizations that provide services for an FTA covered "employer" consistent with a specific understanding or arrangement, which can be evidenced by a written agreement and such contractors are also considered employers within the FTA definition of "employer".

**B. Alcohol.** For purposes of this policy, "*alcohol*" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol. "*Alcohol use*" means the consumption of any beverage, mixture, or preparation, including any medication, which contains alcohol. "*Alcohol concentration*" (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

**C. Prohibited Drugs.** Although this policy prohibits the use of any controlled substances not lawfully prescribed by a physician, any drug test required under this policy will analyze an individual's urine to test for the presence of marijuana, cocaine, opiates, amphetamines and phencyclidine and/or their metabolites.

**D. Prescription or Over-the-Counter Medication.** An individual will be allowed to list on the back of the donor copy of the Drug Testing Custody and Control Form, any prescription or over-the-counter medication that he/she may be taking or may have recently taken. If the testing laboratory returns a positive test result, the individual will have the opportunity to discuss the use of the medication with The City of Marshall's medical review officer.

In the event, it is determined by the MRO that an employee is taking a medication that may pose a safety risk though the continued performance of safety-sensitive functions, the employee may be placed on a medical leave of absence until that threat is acceptably reduced or eliminated.

A legally prescribed drug means that the individual has a prescription or other written approval from a physician for the use of a drug during medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken,

and the period of authorization. The misuse or abuse of legal drugs while performing transit business is prohibited

### III. QUALIFICATIONS FOR EMPLOYMENT

#### A. Prohibited Conduct

- i. **Prohibited Drugs [655.21]** Covered employees are prohibited from using prohibited drugs at any time, from refusing to submit to a required test, and from performing a safety-sensitive function after receiving a verified positive test result following any drug test receiving a verified positive test result in any drug test required by this policy. For purposes of this policy the prohibited drugs tested for are marijuana, cocaine, opiates, phencyclidine, and amphetamines.
- ii. **Alcohol [655 Subpart D]** Company policy and Federal Transit Administration Regulations prohibit the following conduct as it relates to the use of alcohol:
  - a. **Alcohol concentration** - reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater.
  - b. **On-duty use** - using alcohol while performing safety-sensitive functions. If the City of Marshall has actual knowledge that a covered employee is using alcohol while performing safety-sensitive functions The City of Marshall will not permit the employee to perform or continue to perform safety-sensitive functions.
  - c. **Pre-duty use** - using alcohol within four hours prior to performing a safety-sensitive function. If the City of Marshall has actual knowledge that a covered employee has used alcohol within 4 hours prior to performing safety-sensitive functions The City of Marshall will not permit the employee to perform or continue to perform safety-sensitive functions.
  - d. **Use following an accident** - using alcohol for eight hours following an accident, unless the employee has first undergone a post-accident alcohol test.
  - e. **Refusal to submit** - refusing to submit to any alcohol test required under this policy.
  - f. **On-call employees** - The City of Marshall will prohibit the consumption of alcohol for the specified on-call hours of each covered employee who is on-call. The procedure will include:
    - The opportunity for the covered employee to acknowledge the use of alcohol at the time he or she is called to report to duty and the inability to perform his or her safety-sensitive function.
    - The requirement that the covered employee take an alcohol test, if the covered employee has acknowledged the use of alcohol, but claims ability to perform his or her safety-sensitive function.

**No discipline will be taken against any on-call employee who acknowledges his/her use of alcohol while in an on-call status.**

unless such conduct has the effect of making that employee repeatedly unavailable for duty.

#### **B. Removal from Service**

- i. **Prohibited drugs. [655.61]** As soon as the City of Marshall has received notice from a medical review officer that an employee has a verified positive test result, or upon notice that an employee has refused to submit to a required test, it shall immediately remove the employee from the performance of safety-sensitive functions.
- ii. **Alcohol [655.61].** As soon as the City of Marshall has received notice from a Breath Alcohol Technician that a covered employee has a confirmed alcohol test result of 0.02 or greater, or has refused to submit to an alcohol test required under this policy, it shall immediately remove the employee from the performance of safety-sensitive functions.
- iii. **Return to Duty.** No employee who has engaged in conduct prohibited by this policy will be allowed to resume performing safety-sensitive functions unless and until that individual has been evaluated by a substance abuse professional and complied with recommended treatment or rehabilitation assistance, and has satisfied the return-to-duty obligations outlined in Section IV, F & G of this policy.
- iv. **Medical Marijuana.** The U.S. Department of Transportation's Drug and Alcohol Testing Regulation – 49 CFR Part 40, at 40.151(e) – does not authorize “medical marijuana” under a state law to be a valid medical explanation for a transportation employee's positive drug test result. Medical Marijuana remains unacceptable for any safety-sensitive employee subject to the authority of the U.S. Department of Transportation.

#### **IV. TYPES OF TESTING [655 Subpart E]**

- A. **Notice of Testing Circumstances.** Before performing any alcohol or drug test required by this policy, the City of Marshall will notify the test subject that the test is being required pursuant to this policy and/or Federal Transit Administration Regulations (49 CFR Part 655). The City of Marshall will not represent that any requested test is required by federal regulations if, in fact, the individual to be tested is not subject to those regulations.
- B. **Pre-Employment.** No employee or applicant will be permitted to perform a safety-sensitive function, and no employee will be transferred from a non-safety-sensitive function to a safety-sensitive function, unless the individual takes a drug test with a verified negative test result. If for some reason a pre-employment drug test is canceled, the individual will be required to submit to another test.

If an applicant fails a pre-employment drug test, the conditional offer of employment will be rescinded. When an employee being transferred, or promoted from a non-DOT position to a covered position submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with this policy.

When an employee or applicant has previously failed or refused a pre-employment drug test conducted under DOT authority, the individual must provide the City of Marshall with proof of having successfully completed a referral, evaluation and treatment plan.

When an employee or applicant has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in The City of Marshall's random testing pool during that time, the City of Marshall shall ensure that the employee takes a pre-employment drug test with a verified negative result.

**C. Post-Accident.** An employee who is performing a safety-sensitive function must submit to a post-accident drug and alcohol test as soon as possible after any occurrence that meets the description of a "DOT Accident". For purposes of this Policy and the City of Marshall's drug and alcohol testing program, a "DOT Accident" is defined as an occurrence associated with the operation of a vehicle, if as a result:

- An individual dies; or
- An individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or
- With respect to an occurrence in which the public transportation vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or
- With respect to an occurrence in which the public transportation vehicle involved is a rail car, trolley car, trolley bus, or vessel, the public transportation vehicle is removed from operation.

Under FTA regulations "Disabling damage" means damage that precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

i. **Inclusion.** Damage to a motor vehicle, where the vehicle could have been driven, but would have been further damaged if so driven.

ii. **Exclusions.**

- a. Damage that can be remedied temporarily at the scene of the accident without special tools or parts.
- b. Tire disablement without other damage even if no spare tire is available.
- c. Headlamp or tail light damage.
- d. Damage to turn signals, horn, or windshield wipers, which makes the vehicle inoperable.

i. **Fatal accidents.**

- a. As soon as practicable following an accident involving the loss of human life, the City of Marshall will conduct drug and alcohol tests on each surviving covered employee operating the public transportation vehicle at the time of the accident. Post-accident drug and alcohol



testing of the operator is not required if the covered employee is tested under the fatal accident testing requirements of the Federal Motor Carrier Safety Administration rule.

- b. The City of Marshall will also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the City of Marshall using the best information available at the time of the decision.

**i. Nonfatal accidents.**

- a. As soon as practicable following an accident not involving the loss of human life in which a public transportation vehicle is involved, the City of Marshall will drug and alcohol test each covered employee operating the public transportation vehicle at the time of the accident unless the City of Marshall determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident. The City of Marshall will also drug and alcohol test any other covered employee whose performance could have contributed to the accident, as determined by the City of Marshall using the best information available at the time of the decision.

If an alcohol test required by the regulations is not administered within two hours following the accident, the City of Marshall will prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test required by the regulations is not administered within eight hours following the accident, the City of Marshall will cease attempts to administer an alcohol test and maintain the record. Records must be submitted to FTA upon request of the Administrator.

The City of Marshall will ensure that a covered employee required to be drug tested under this section is tested as soon as practicable but within 32 hours of the accident.

A covered employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying the City of Marshall or the City of Marshall representative of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed by the City of Marshall to have refused to submit to testing.

The decision not to administer a drug and/or alcohol test will be based on the City of Marshall's determination, using the best available information at the time of the determination that the employee's performance could not have contributed to the accident. Such a decision must be documented in detail, including the decision-making process used to reach the decision not to test.

Nothing in the regulations should be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

The results of a blood, urine, or breath test for the use of prohibited drugs or alcohol misuse, conducted by Federal, State, or local officials having independent authority for the test, will be considered to meet the requirements of the regulations provided such test conforms to the applicable Federal, State, or local testing requirements, and that the test results are obtained by the City of Marshall. Such test results may be used only when the City of Marshall is unable to perform a post-accident test within the required period.

- D. Random.** Both the City of Marshall and Federal Transit Administration believe that random drug and alcohol testing is an essential part of any program seeking to ensure a drug and alcohol-free workplace. All covered employees subject to this policy will therefore be required to submit to random drug and alcohol testing.

The random selection process will be completely objective and anonymous and will utilize a scientifically valid method such as a random number table or a computer-based random number generator matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. The tests will be unannounced and the dates for test will be reasonably spread throughout the course of the year. All covered employees will have an equal chance of being tested each time selections are made, regardless of the number of his/her previous selections, if any.

Any covered employee notified of his/her selection for random testing will be required to proceed to the test site immediately. If a covered employee is performing a safety-sensitive function at the time of his/her notification of a random test requirement, he/she will be required to cease performing the safety-sensitive function and proceed to the testing site immediately. However, covered employees will only be required to submit to random alcohol tests if they are performing a safety-sensitive function, about to perform a safety-sensitive function, or have just ceased performing a safety-sensitive function, whereas covered employees may be randomly tested for prohibited drug use any time while on duty.

- E. Reasonable Suspicion.** Whenever the City of Marshall has reasonable suspicion to believe that a covered employee has used a prohibited drug or has violated any alcohol prohibition contained in this policy, it will require him/her to submit to a drug and/or alcohol test. However, any such suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the covered employee. These observations will only be made by a supervisor who has received appropriate training in detecting the signs and symptoms of drug and alcohol use and will be documented by that individual in a Supervisor's Report of Reasonable Suspicion. Any supervisor who decides that reasonable suspicion exists to require a covered employee to submit to an alcohol or drug test will not be permitted to conduct the breath alcohol test on that individual or serve as the drug collection site person for his/her drug test.

A reasonable suspicion alcohol test will only be required if the reasonable suspicion observations are made just before, during or after the period of the work day that the covered employee is required to follow this policy. The City of Marshall will therefore only direct a covered employee to undergo reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, is just about to perform safety-sensitive functions, or has just ceased performing safety-sensitive functions.

If a reasonable suspicion alcohol test is not administered within two hours following the reasonable suspicion determination, the City of Marshall will document the reasons why the test was not promptly administered. If the test is not administered within eight hours following the reasonable suspicion determination, the City of Marshall will no longer attempt to administer an alcohol test and will document the reasons for its inability to do so.

Notwithstanding the above testing requirements, a covered employee may not report for duty or remain on duty requiring the performance of a safety-sensitive function if that employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse. Any such covered employee will not be allowed to perform or continue to perform a safety-sensitive function until the employee undergoes an alcohol test yielding an alcohol concentration level of less than 0.02; or the start of the employee's next regularly-scheduled duty period, but not less than eight hours following the reasonable suspicion determination.

- F. Return-to-Duty.** Before a covered employee who has engaged in any conduct prohibited by this policy will be allowed to return to duty requiring the performance of a safety-sensitive function, he/she will be required to undergo return-to-duty alcohol testing with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, and/or a return-to-duty drug test with a verified negative result, if the conduct involved prohibited drugs. The controlled substances urine specimen must be conducted under direct observation procedures. If the test is canceled, he/she will be required to take another return-to-duty test.
- G. Follow-Up.** Any employee who has engaged in conduct prohibited by this policy, and who has returned to safety-sensitive duties, will be subject to additional, unannounced follow-up testing for alcohol and/or controlled substances as directed by the SAP (minimum of six follow-up tests in the first year after return to safety-sensitive duties). The controlled substances urine specimen must be conducted under direct observation procedures. Participation in a follow-up testing program may be required for up to five years, at the SAP's discretion. However, follow-up alcohol testing will be conducted only when the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing safety-sensitive functions.
- H. Refusal to Submit.** Any covered employee who refuses to submit to an alcohol or drug test will be prohibited from performing or continuing to perform a safety-sensitive function and be subject to discipline as outlined in Section X of this policy. "Refusal to submit" to an alcohol or drug test (or Refusal to Test) constitutes a violation of policy and includes the following conduct:

  - i. Failure to appear for any test (excluding a pre-employment test) within a reasonable time, as determined by the employer, after being directed to do so by the employer;
  - ii. Failure to remain at the testing site until the testing process is complete;
  - iii. Failure to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations;

- iv. In the case of a directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of the provision of a specimen;
- v. Failure to provide enough urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- vi. Failure or refusal to take a second test the employer or collector has directed;
- vii. Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures;
- viii. Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process);
- ix. Confirmation by the MRO that there has been a verified adulterated or substituted test result;
- x. Failure or refusal to sign Step 2 of the alcohol testing form;
- xi. Failure to follow the observer's instructions during an observed collection including instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is present any type of prosthetic or other device that could be used to interfere with the collection process;
- xii. Possession or wearing of a prosthetic or other device that could be used to interfere with the collection process;
- xiii. Admission by the donor to the collector or MRO that the specimen was adulterated or substituted.

## **V. ALCOHOL TESTING PROCEDURES [Part 40, Subparts L, M, and N]**

**A. Screening and Confirmation Testing.** All alcohol testing conducted under this policy will be done in accordance with the procedures outlined in 49 CFR Part 40, Subparts L and M. After providing photo identification to the BAT or STT, the employee and the BAT/STT will complete the Alcohol Testing Form (ATF). Any employee who refuses to sign the acknowledgment of testing in Step 2 of the form will be considered to have refused to test. The employee will follow the BAT/STT's instructions and provide a breath or saliva sample for the initial test. If the result of the test is <0.02 alcohol concentration, the test is considered negative and the process is complete. The BAT/STT will complete and sign the breath alcohol testing form.

If the initial alcohol test result is 0.02 or greater, a confirmation test, using an EBT capable of printing the test results, will be conducted. After a waiting period of at least 15 minutes, during which the employee is observed and requested not to take

anything by mouth, the employee will be asked to provide a breath sample. The purpose of the waiting period is to ensure that no residual mouth alcohol is present for the confirmation test. If the confirmation test result is  $>0.02$ , the BAT will immediately notify the City of Marshall DER, and the employee will remain at the testing facility until provided transportation. The employee and the BAT will complete and sign the breath alcohol testing form and a copy of the form, including the test results, will be provided to the employee. If the confirmation result is  $<0.02$ , the test is negative. The BAT shall sign the alcohol testing form and provide a copy of the form to the employee and the DER.

## **VI. CONTROLLED SUBSTANCES TESTING PROCEDURES [Part 40, Subparts D & E]**

**A. Urine Specimen Collection.** Any person required to undergo a drug test will provide a urine sample at a designated collection site. To ensure integrity of the specimen collection procedure, a standard Federal Drug Testing Custody and Control Form (CCF) will be used. This form will be completed by the employee and the specimen collector and will be forwarded along with the urine sample to a designated laboratory. The MRO, employee, collector and Company DER also receive a copy of the Custody and Control Form.

All urine specimens will be collected in a clean, single-use collection container that is securely wrapped until used. The urine specimen will be poured into two specimen bottles (wrapped or sealed until used) that will be labeled and sealed with tamper-evident tape/label by the collector in the employee's presence. The employee will initial the bottle(s) seals and the collector will date them.

**B. Direct Observation Collections.** Under DOT's 49 CFR Part 40 directly observed collections are authorized and required in specific situations. In the event of a direct observed collection the employee will not be given notice. A direct observed collection will take place if:

- i. The test is a return-to-duty or follow-up test;
- ii. The MRO receives a report from the laboratory that a specimen is invalid and the MRO subsequently reports to The City of Marshall that there was not an adequate medical explanation for the result;
- iii. The MRO reports to The City of Marshall that the original positive, adulterated, or substituted result had to be cancelled because the test of the split specimen could not be performed; or
- iv. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to The City of Marshall as negative-dilute and that a second collection must take place under direct observation.

In the circumstances described above, the individual will undergo specimen collection under the direct observation of a same sex observer. The City of Marshall also has the right to require any return to duty or follow-up test to be conducted under direct observation.

If the sample is being collected from an employee in need of medical attention (e.g., as part of a post-accident test given in an emergency medical facility), necessary medical attention shall not be delayed in order to collect the specimen. Specimens

will not be collected from deceased, comatose or otherwise unresponsive employees.

- C. Specimen Integrity and Identity.** The City of Marshall, the employee and the collection site shall take appropriate precautions to preserve the integrity of the urine specimen by ensuring that it is not adulterated or diluted during the collection procedure and that the urine specimen tested is that of the person from whom it was collected. Collection site personnel will be responsible for maintaining the integrity of the specimen collection and transfer process, but employees are expected to cooperate with collection site personnel and to exercise good faith in conjunction with the specimen collection procedures.
- D. Inability to Provide a Specimen.** If the employee is unable to urinate, or provides an insufficient quantity of urine (<45mL), the employee will be provided fluids to drink (up to 40 oz.) and up to three hours to provide an adequate specimen. (Note: It is not a refusal to test if the employee declines to drink.) If the employee is unable to provide an adequate specimen after three hours, the collection process will cease. The collector will inform the City of Marshall, and the City of Marshall will direct the employee to be evaluated by a Company-designated physician as soon as practical (within 5 days, if possible). If the physician determines, after examination of the employee, that there is no medical explanation for the employee's failure to provide an adequate specimen, the employee will be considered to have refused to test. The MRO shall review the written report of the examining physician's findings.
- E. Failure to Cooperate.** If the employee refuses to cooperate during the collection process (e.g., refusal to attempt to provide a complete specimen, remain in the collection site until the completion of the process), the collector will inform the City of Marshall representative (DER) and document the employee's conduct on the Drug Testing Custody and Control Form.

## **VII. CONTROLLED SUBSTANCE TEST RESULTS [Part 40 Subpart G]**

- A. Medical Review Officer.** All test results will be reported by the laboratory to a medical review officer (MRO). The MRO will be a licensed physician who has met the qualification training, and continuing education requirements of § 40.121. The MRO will review and consider possible alternative medical explanations for positive, adulterated, substituted, and invalid test results, as well as review of the CCF to determine if it is complete and accurate. The City of Marshall will designate an MRO for its controlled substance testing program. The designated MRO is listed in Appendix B.
- B. MRO Determinations.** If the MRO determines that there is a legitimate medical explanation for a positive test result the MRO will report the test as negative. If the MRO determines that there is no legitimate medical explanation for the confirmed positive test result, the MRO shall report the test as positive, and provide the name of drug(s) detected.

The MRO shall report a negative-dilute result to the City of Marshall when the laboratory has concluded that the specimen meets the criteria established by DOT for dilution.

The City of Marshall reserves the right to require the individual to submit another specimen. If the second specimen is also reported negative-dilute, The City of Marshall will accept the result as negative.

- C. Split Specimen Procedures.** The MRO will notify each employee who has a verified positive, adulterated, or substituted test that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of such notice, the MRO will direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

The City of Marshall reserves the right to obtain reimbursement from the employee for the costs of the split specimen analysis. In no case will the MRO or laboratory delay or reject an employee's timely request for the split specimen analysis pending receipt of payment for the analysis.

If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO will cancel the test and report the cancellation and the reasons for it to the DOT, the employer and the employee.

If the analysis of the split specimen fails to reconfirm the adulterant or substitution criteria found in the primary specimen, the MRO will cancel the test and report the cancellation and reasons for it to the DOT, the employer and the employee. In reconfirming adulteration or substitution, the laboratory must apply the same criteria used in the determination of adulteration or substitution of the primary specimen.

If an employee has not contacted the MRO within 72 hours concerning testing of the split specimen, the employee may present the MRO with information documenting that serious illness, injury, inability to contact the MRO, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation of the employee's failure to contact him/her within 72 hours, the MRO will direct that analysis of the split specimen be performed.

## **VIII. CONFIDENTIALITY AND RECORDKEEPING**

- A. Confidentiality.** The City of Marshall will maintain all records generated under this policy in a secure manner so that disclosure to unauthorized persons does not occur. Thus, the results of any tests administered under this policy and/or any other information generated pursuant to this policy will not be disclosed or released to anyone without the express written consent of the employee, except where otherwise required or authorized by DOT regulations. In addition, the City of Marshall's contracts with its designated service agents require them to maintain all employee test records in confidence.

The City of Marshall or its service agent(s) must release information under the following circumstances:

- i. Upon specific, written consent from an employee authorizing the release of information about that employee's drug or alcohol tests to an identified person, including to a subsequent employer.

- ii. Upon request of DOT agency representatives, including:
  - a. Access to facilities used for DOT agency drug and alcohol program functions.
  - b. All written, printed, and computer-based drug and alcohol program records and reports (including copies of name-specific records or reports), files, materials, data, documents/documentation, agreements, contracts, policies, and statements that are required by this part and DOT agency regulations.
- iii. Upon request by the National Transportation Safety Board as part of an accident investigation, provide information concerning post-accident tests administered after the accident.
- iv. Upon request by a Federal, state or local safety agency with regulatory authority over the City of Marshall, provide drug and alcohol test records concerning any covered employee.

However, the laboratory or the City of Marshall may disclose information required to be maintained under this policy to the employee, the employer or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or drug test administered under this policy, or from the employer's determination that the employee engaged in conduct prohibited by this policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.)

**B. Access to Facilities and Records [Part 40 Subpart P].** Upon written request by any covered employee, the City of Marshall will promptly (within 10 days of the employee's written request) provide copies of any records pertaining to the employee's use of alcohol or drugs, including any records pertaining to his or her alcohol or drug tests. Access to a covered employee's records will not be contingent upon payment for records other than those specifically requested.

The City of Marshall will also permit access to all facilities utilized and alcohol or drug testing documents generated in complying with the requirements of 49 CFR Part 655 to the Secretary of Transportation, any DOT agency with regulatory authority over the employer or any of its covered employees, or to a State oversight agency. When requested by the National Transportation Safety Board as part of an accident investigation, the City of Marshall will disclose information related to the employer's administration of a post-accident alcohol and/or drug test administered following the accident under investigation.

Records will also be made available to an identified person or a subsequent employer upon receipt of a written request from an employee, but only as expressly authorized and directed by the terms of the employee's written consent. The subsequent release of such information by the person receiving it will be permitted only in accordance with the terms of the employee's consent.

## **IX. EMPLOYEE ASSISTANCE PROGRAM/SUBSTANCE ABUSE PROFESSIONAL**



**A. Employee Education.** The City of Marshall will provide employees subject to this policy with education materials explaining the requirements of the Federal Transit Administration drug and alcohol regulations and the City of Marshall policies and procedures for meeting them. In addition, employees will be provided with information concerning the effects of drug use and alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem (the employee's or a co-worker's); and available methods of intervening when an alcohol or drug problem (the employee's or a co-worker's) is suspected, including confrontation, referral to an employee assistance program and/or referral to management. This information will include the following:

- i. Display and distribution of informational material
- ii. Display and distribution of a community service hot-line telephone number for employee assistance.

Covered employees will receive at least 60 minutes of training of the effects and consequences of prohibited drug use on personal health, safety and the work environment and on the signs and symptoms which may indicate prohibited drug use.

Copies of the above materials and this policy will be distributed to each covered employee prior to the start of alcohol and drug testing required herein and to each employee subsequently hired or transferred into a position requiring the performance of a safety-sensitive function covered by this policy.

Each employee who receives a copy of these materials will be required to sign a statement certifying that he or she has received a copy of the same. The City of Marshall will retain the original of the signed certificate and will provide a copy to the employee, if requested.

The City of Marshall will also provide written notice to representatives of employee organizations as to the availability of this information, if applicable. Any questions about the requirements of this policy should be directed to the program contact individual listed in Appendix B.

**B. Supervisory Training.** Any individual designated to determine whether reasonable suspicion exists to require a covered employee to undergo a drug or alcohol test under this policy will be required to receive at least 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. This training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and prohibited drug use.

**C. Referral, Evaluation and Treatment.**

- i. **Available Resources.** Any employee who engages in conduct prohibited by this policy (positive drug test, refusal to test, or alcohol test result of 0.02 or greater alcohol concentration) will be provided with information about the resources available for evaluating and resolving problems associated with the misuse of alcohol or prohibited drug use, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

- ii. **Substance Abuse Evaluation.** Employees will be provided Substance Abuse Professional referral information, advised to undergo an evaluation by an appropriate substance abuse professional if they seek to perform United States Department of Transportation safety sensitive functions in the future, who will determine what assistance the employee may need in resolving problems associated with alcohol misuse and/or prohibited drug use. **All costs associated with any evaluation, intervention and assistance will be at the sole expense of the terminated employee.**
- iii. **Substance Abuse Professional (SAP).** For purposes of this policy, a substance abuse professional (SAP) is defined as a licensed physician (Doctor of Medicine or Osteopathy); or a licensed or certified social worker; or a licensed or certified psychologist; or a licensed or certified employee assistance professional; or a state-licensed or certified marriage and family therapist; or an alcohol and drug abuse counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse (ICRC) or by the National Board of Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC) who has knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders and who has met the qualification training standards specified in Part 40.

The SAP's role is to evaluate the employee's need for assistance in resolving problems related to alcohol or drug abuse, determine if the employee has complied with recommended treatment or rehabilitation, and to determine a program of follow-up testing as appropriate. (Refer to 49 CFR part 40 Subpart O for additional information about SAPs.)

## **X. DISCIPLINE**

In addition to the removal from safety-sensitive functions required by Federal Transit Administration Regulations, the City of Marshall will take the following disciplinary action against any individual who violates this policy.

### **A. Applicants**

An individual who tests positive on a pre-employment or pre-duty test for a prohibited drug will not be hired for, or allowed to serve in, a covered function position. Likewise, an individual who submits a specimen determined to be adulterated or substituted will not be hired or allowed to serve in a covered position.

**The applicant will be provided Substance Abuse Professional referral information which the individual may use at his or her own expense if the person seeks to perform United States Department of Transportation covered functions in the future. The City of Marshall will not charge employees for SAP contact information.**

### **B. Employees**

Any employee who tests positive for a prohibited drug or for alcohol with a concentration level of 0.02 or greater will be subject to discipline, up to and including termination, at the City of Marshall's sole discretion pursuant to the City of Marshall's authority independent of federal requirements.

Any employee who engages in any conduct that constitutes a refusal to submit to a drug or alcohol test required under this policy will be discharged from employment with the City of Marshall. The terminated employee will be provided Substance Abuse Professional referral information which former employee may use at his or her own expense if employee seeks to perform United States Department of Transportation covered functions in the future.

Any employee who test positive for drugs or has an alcohol test result is 0.02 or greater alcohol concentration will be removed from duty and required to seek treatment from a Substance Abuse Profession, at the employee's expense, before returning to work. All time suspended will be without pay. Any employee who tests 0.02 or greater alcohol concentration on more than one occasion will be discharged from employment with the City of Marshall. The terminated employee will be provided Substance Abuse Professional referral information which former employee may use at his or her own expense if employee seeks to perform United States Department of Transportation covered functions in the future. The City of Marshall will not charge employees for SAP contact information.

#### **XI. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149(c) for a positive test or test refusal is not subject to arbitration.

#### **XIII. DRUG STATUTE CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the City of Marshall's management of any criminal drug statute conviction within 5 days. Failure to comply with this provision shall result in disciplinary action as defined in this policy

#### **XIV. RECORDKEEPING AND REPORTING**

**A. Retention of Records.** The City of Marshall will maintain records relating to this policy as outlined in 49 CFR Part 655. These records will be maintained in a secure location with controlled access for the specified periods of time, measured from the date of the document's or data's creation.

**B. Management Information System.** The City of Marshall will prepare and submit to the FTA Office of Safety and Security by March 15 of each year, two annual calendar year summaries of the results of all alcohol and drug testing performed under this policy. The summary reports will contain all the required information as specified in § 655.72.

## **XV. DEFINITIONS – 49 CFR Part 40 and Part 655**

**Accident.** An occurrence associated with the operation of a vehicle, if as a result: 1) an individual dies; or 2) an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or 3) with respect to an occurrence in which the public transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as a result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or 4) with respect to an occurrence in which the public transportation vehicle is involved is a rail car, trolley care, or vessel, the public transportation vehicle is removed from operation.

**Adulterated specimen.** A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

**Alcohol.** The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.

**Alcohol concentration.** The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this part.

**Alcohol confirmation test.** A subsequent test using an EBT, following a screening test with a result of 0.02 or greater, that provides quantitative data about the alcohol concentration.

**Alcohol use.** The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

**Breath Alcohol Technician (BAT).** A person who instructs and assists employees in the alcohol testing process and operates an evidential breath testing device.

**Cancelled test.** A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

**Collection container.** A container into which the employee urinates to provide the specimen for a drug test.

**Collection site.** A place selected by the employer where employees present themselves for the purpose of providing a urine specimen for a drug test.

**Collector.** A person who instructs and assists employees at a collection site, who receives and makes an initial inspection of the specimen provided by those employees, and who initiates and completes the CCF.

**Collector.** A person who instructs and assists employees at a collection site, who receives and makes an initial inspection of the specimen provided by those employees, and who initiates and completes the CCF.

**Contractor.** A person or organization that provides a safety-sensitive service for a recipient, sub-recipient, employer, or operator consistent with a specific understanding or

arrangement. The understanding can be a written contract or an informal arrangement that reflects an ongoing relationship between the parties.

Covered employee. A person, including an applicant or transferee, who performs or will perform a safety-sensitive function for an entity subject to this part. A volunteer is a covered employee if:

- The volunteer is required to hold a commercial driver's license to operate the vehicle; or
- The volunteer performs a safety-sensitive function for an entity subject to this part and receives remuneration more than his or her actual expenses incurred while engaged in the volunteer activity.

Designated employer representative (DER). An employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of this part. Service agents cannot act as DERs.

Dilute specimen. A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

DOT, The Department, DOT agency. These terms encompass all DOT agencies, including, but not limited to, the United States Coast Guard (USCG), the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). These terms include any designee of a DOT agency.

Drugs. The drugs for which tests are required under this part and DOT agency regulations are marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates.

Employee. Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under this part, the term employee has the same meaning as the term "donor" as found on CCF and related guidance materials produced by the Department of Health and Human Services.

Employer. A person or entity employing one or more employees (including an individual who is self-employed) subject to DOT agency regulations requiring compliance with this part. The term includes an employer's officers, representatives, and management personnel. Service agents are not employers for the purposes of this part.

Federal Transit Administration (FTA). An agency of the U.S. Department of Transportation.

HHS. The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

Initial drug test (also known as a Screening drug test). The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Laboratory. Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Negative result. The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen

Performing (a safety-sensitive function). A covered employee is performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result. The result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations.

Primary specimen. In drug testing, the urine specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for validity testing. The primary specimen is distinguished from the split specimen, defined in this section.

Reconfirmed. The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Refuse to submit. Any circumstance outlined in 49 CFR 40.191 and 40.261.

Safety-sensitive function. Any of the following duties, when performed by employees of recipients, sub-recipients, operators, or contractors:

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- Controlling the dispatch or movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. 5307 or 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. 5311 and contracts out such services;
- Carrying a firearm for security purposes.

Specimen bottle. The bottle that, after being sealed and labeled according to the procedures in this part, is used to hold the urine specimen during transportation to the laboratory.

Split specimen. In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

Split specimen collection. A collection in which the urine collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP). A person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

Substituted specimen. A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Vehicle. A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transportation vehicle is a vehicle used for public transportation or for ancillary services.

Verified test. A drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.

## **APPENDIX A**

### **LISTING OF SAFETY-SENSITIVE JOB TITLES**

The City of Marshall has determined that the following job titles are safety-sensitive and therefore covered by the FTA drug and alcohol testing regulations and this policy:

- Dial-A-Ride Driver
- Marshall/Albion Connector Driver
- Transit Dispatcher
- Mechanic



## **APPENDIX B**

### **COMPANY DESIGNATED SERVICE PROVIDERS FOR DRUG AND ALCOHOL TESTING**

#### **1. Company Drug and Alcohol Testing Program Contact**

For all questions concerning the City of Marshall's policy or implementation of the City of Marshall's drug and alcohol testing program, employees should contact the individual(s) named below:

Name:	Tracy Hall
Title:	HR Coordinator
Address:	323 West Michigan Ave Marshall, MI 49068
Email Address:	thall@cityofmarshall.com
Phone Number:	269-781-5183

#### **2. Drug Testing Laboratory**

The following DHHS-certified laboratory has been designated by the City of Marshall to conduct the analysis of all urine specimens tested under the terms of this policy.

Name:	LabCorp
Address:	60 First Avenue Raritan, NJ 08869

#### **3. Medical Review Officer**

The following physician(s) has been designated by the City of Marshall to perform Medical Review Officer functions for all drug tests conducted under the terms of this policy.

Name:	Stuart Hoffman M.D.
Address:	480 Quadrangle Drive, Suite D Bolingbrook, IL 60440
Phone Number:	888-794-6574
Fax Number:	866-355-1297

#### **4. Substance Abuse Professional**

Substance Abuse Professional (SAP) services, including information, referral, assessment, and evaluation, are available from the following Company-designated individuals and/or organizations:

Name:	Judith Hall
Address:	112 E Chart Street, Plainwell, MI 49080 (Branch Office – Kalamazoo, MI)
Phone Number:	269-903-1993

Name: Rhonda Lucas  
Address: 27423 Woodward, Berkley, MI 48072  
(Branch Office – Lansing, MI)  
Phone Number: 248-547-3911

Name: Nancy Petrides  
Address: 37799 Professional Center Dr, Suite 106, Livonia, MI 48154  
(Branch Office – Ann Arbor)  
Phone Number: 248-343-4695

## 5. Approved Specimen Collection Sites

The facilities listed below are authorized to conduct urine specimen collection in accordance with 49 CFR Part 40 for the purpose of any controlled substance test required by The City of Marshall:

Name: ARC Point Labs of Kalamazoo  
Address: 5401 Portage Road, Suite 8  
Kalamazoo, MI 49002  
Phone Number: 269-216-3668  
Fax Number: 269-216-3986

Name: Marshall Medical Associates  
Address: 1174 W Michigan Avenue  
Marshall, MI 49068  
Phone Number: 269-781-9867  
Fax Number: 269-781-2253

Name: Bronson ProHealth of Battle Creek  
Address: 265 Freemont Street  
Battle Creek, MI 49068  
Phone Number: 269-245-8166

## **Attachment to FTA Drug-Free Workplace Policy**

### **Signs and Symptoms of a Drug and Alcohol Use**

Drugs and alcohol can result in such work-related problems as absenteeism and tardiness, lower productivity, missed deadlines, poor work quality, unsafe driving, and increased injuries and accidents. Problems relating to or communicating with supervisors, co-workers or customers, following directions, concentrating or remembering things may also indicate a drug or alcohol problem.

Drugs and alcohol slow reaction times, cause confusion, harm coordination and motor skills and can impair decision-making and memory. People misusing alcohol and using illegal drugs may be withdrawn, lethargic, depressed, erratic, "hyper" or unusually anxious, hostile or paranoid.

Drugs and alcohol misuse can also result in health problems like chronic gastritis, headaches, chronic respiratory infections and liver problems. They may also show up as poor hygiene, a sloppy appearance, financial problems, DUIs or family problems.

Evidence of use can include paraphernalia such as pipes, syringes, foil packets, pills, powders and empty alcohol containers. Physical symptoms of use can include:

1. Marijuana and alcohol odors
2. Puffy or droopy eyelids, bloodshot eyes, dilated or pinpoint pupils
3. Nosebleeds, excessive sniffing, chronic sinus problems, nasal sores
4. Needle tracks or blood spots on clothing
5. Tremors, racing or irregular heartbeats
6. Slurred or incoherent speech
7. Confusion, anxiety, paranoia
8. Coordination problems
9. Lethargy and sleepiness

### **Effects of Drugs and Alcohol**

Drugs and alcohol can harm health and the workplace in a variety of ways.

#### **Alcohol**

Alcohol is a central nervous system depressant that acts like a poison if used in large quantities. Each year the lives of tens of thousands of Americans are shortened or ended by alcohol misuse.

Alcohol quickly reaches the brain after drinking. It impairs self-control and other learned behaviors. This loss of self-control can lead to aggressive driving (or overly cautious driving), as well as the other kinds of aggressive behaviors associated with drinking. Even small doses of alcohol, i.e. a single drink, can harm driving performance. In large doses, alcohol significantly impairs coordination, memory and judgment.

Over time, alcohol misuse damages the liver, the heart, the digestive system and can cause permanent brain damage. On average, alcoholics shorten their life span by about 10 years. Alcohol misuse harms the ability to think clearly, harms judgment and can affect the ability to get along with and work constructively with co-workers and customers. Alcoholics often have

attendance and work performance problems and get fired because of the consequences of alcohol misuse. Because of its adverse effects on coordination, reflex time, vision, driving ability, judgment and the ability to evaluate and quickly process information, alcohol is especially dangerous for drivers of commercial motor vehicles.

A small glass of wine, a can of beer and a one and one-half ounce shot of liquor all contain about the same amount of alcohol. It takes the body about one hour to metabolize and eliminate each "drink" of alcohol. Coffee, exercise and cold showers do not speed up this process or magically produce sobriety. While individuals differ greatly, each drink on an empty stomach by an average-sized adult male may lead to an alcohol concentration of about .02. Thus, drinking more than two drinks raises a serious risk of having an alcohol concentration more than DOT rules, especially for people with low body weights. Any drinking while on duty or during the 4 hours before working violates DOT rules.

### **Cocaine**

Cocaine is a powerful stimulant that can be inhaled up the nose, injected or smoked. It greatly increases heart rate and blood pressure. Partly because of its effects on the circulatory system, cocaine use can lead to seizures. Every time cocaine is used, there is some unquantifiable risk of a fatal stroke or heart attack. Cocaine can also cause tremors, convulsions, vomiting and raises body temperature to dangerous levels. Repeated snorting damages nasal tissues, sometimes permanently. Needle use carries risks of infection and overdose.

Initially, cocaine use brings a rush of euphoria and exaggerated overconfidence. Sometimes these effects are so strong that safe driving is impossible. Cocaine wears off in about an hour after it is snorted and in just a few minutes after it is smoked. When it wears off, the user may become depressed, anxious, paranoid and exhausted.

Cocaine users may exhibit rapid mood swings and changes in activity level. They may grind their teeth, repeatedly wash their hands or engage in other compulsive behaviors.

### **Amphetamines**

Amphetamines, also known as "speed," are powerful stimulants that are often abused by truck drivers because they make it easy to stay awake. Amphetamines, however, are dangerous drugs with a high potential for abuse. Amphetamines may also be known as uppers, black beauties, white crosses or dexies.

Use brings feelings of alertness and a loss in appetite. The user may also become very talkative or physically active or feel very strong after ingesting amphetamines. In a few hours, however, the amphetamines wear off and restlessness, anxiety, paranoia and headaches set in. In large doses, amphetamines can produce serious toxic effects. The user's blood pressure can rise to the point where strokes or heart attacks occur. Long-term users often have acne, tooth problems and may exhibit symptoms of permanent brain damage.

### **Marijuana**

Marijuana is a hallucinogen that alters the user's sense of time and reduces the user's ability to perform tasks requiring coordination, swift reactions and concentration. Taken in large quantities, marijuana can act like a depressant.

While some people may regard marijuana as harmless, there is evidence its use is unhealthy and dangerous for the driver. Marijuana causes significant increases in blood pressure and pulse rate and, thus, can aggravate or cause heart disease. Marijuana smoke also contains

several known carcinogens. Many experts believe that marijuana is unhealthier to smoke than tobacco.

Studies have shown that smoking marijuana affects the ability to perform tasks like driving, which require both thinking and motor skills, for at least 24 hours. Users, however, often believe that all the impairing effects of smoking have worn off after 4 to 6 hours. Marijuana significantly impairs short-term memory and can harm the user's ability to concentrate or plan for and achieve long-term goals. There is also significant evidence that marijuana harms the reproductive systems of men and women and is dangerous for children and non-smokers who live with the user.

### **Opiates**

Opiates are a class of narcotics and sedatives derived from the opium poppy plant. Heroin is the strongest opiate. Heroin use has been increasing in recent years because of the availability of cheap, strong heroin from Asia. This new stronger heroin can be smoked or snorted. Heroin can also be injected using needles.

Morphine and codeine are opiates that are often used to relieve pain or induce sleep. However, they can be stolen from hospitals or pharmacies and abused.

Opiate misuse causes several health problems. Because of variations in dosages and strength, heroin use carries a risk of overdose and death. Addicts who use needles also risk contracting AIDS or hepatitis. Heroin is often contaminated with other drugs or toxins or combined with other narcotics.

Opiate use slows down and depresses several body functions, including brain functioning. Heroin users may act sleepy or euphoric for a while and then become anxious or irritated after the heroin wears off. Heroin users tend to have several related health problems and tend to also abuse alcohol and tobacco. Together, these drugs and the unhealthy lifestyles of heroin users result in decreased life expectancy.

### **PCP**

Phencyclidine, or PCP, is also called angel dust or dust. PCP is an extremely dangerous hallucinogen that has unusual and unpredictable side effects. It was developed as an anesthetic in the late 1950's and used for a while as a tranquilizer both for humans and animals. Because of its dangers, it now has no legal uses and is no longer legally manufactured. Rather, PCP is manufactured in underground laboratories. It often contains dangerous adulterants but is very dangerous all by itself.

PCP can produce violence and bizarre behavior in anyone who uses it. Occasionally, PCP users attack nurses and policemen or jump out of windows because they believe they can fly. PCP somehow scrambles the brain's internal stimuli and seriously changes how users feel, see and deal with their environment.

In low doses, PCP produces a feeling of numbness. Increased doses produce excitement, confusion and delirium. The user's body may become rigid or go into convulsions. Routine activities like driving become dangerous and unpredictable.

Users may walk with strange uncoordinated steps. PCP users may have a blank stare, sweat heavily, have thick slurred speech or engage in some of the violent and bizarre behaviors mentioned above.

## **City of Marshall Acknowledgement of Receipt of Policy**

I hereby acknowledge that I have received, read, and understand my Company's Drug-Free Workplace Program Policy required by the United States Department of Transportation (DOT) regulations. I understand that I am subject to and must adhere to the DOT regulations, and must abide by the terms of the City of Marshall's Policy as a condition of employment.

I understand that during my employment I may be required to submit to drug and/or alcohol tests based on the United States Department of Transportation regulations as directed by the City of Marshall. I agree to comply with the City of Marshall's Policy on drugs and/or alcohol and understand failure to comply is grounds for disciplinary action, up to and including termination, in addition to any action required by DOT regulations.

I also understand that refusal to submit to a controlled substances or alcohol test is a violation of DOT regulations, as well as the City of Marshall's Policy, and may result in disciplinary action, including but not limited to suspension (with or without pay) or termination of employment, in addition to action required by DOT regulations. I further understand the consequences related to controlled substances use or alcohol misuse as prohibited by Company's Policy.

I understand the laboratory test results will be released in accordance with the City of Marshall Policy to the selected Medical Review Officer (MRO). In doing so, I understand that I will be given an opportunity to discuss a positive drug test result with the MRO before the result is reported to the City of Marshall as a verified positive test result. Furthermore, I authorize the release of the results of a saliva or breath alcohol test by a certified technician to the City of Marshall.

I acknowledge that the provisions of the City of Marshall's Drug-Free Workplace Program Policy are part of the terms and conditions of my employment, and that I agree to abide by them.

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**THE UNDERSIGNED STATES THAT HE OR SHE HAS READ THE FOREGOING  
ACKNOWLEDGMENT AND UNDERSTANDS THE CONTENTS THEREOF.**

Employee Name: (print) \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Company Name: City of Marshall

IN A WORK SESSION held Monday, April 3, 2017 at 6:00 P.M. in the Training Room of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order.

Present: Council Members: Costa, McNeil, Mayor Reed, Schurig, and Williams.

Also Present: City Manager Tarkiewicz, Electric Utility Director Ed Rice, and Director of Public Safety Jim Schwartz.

Absent: Council Members Caron and Metzger.

Rich Feole of the Calhoun County Consolidated Dispatch Authority discussed the current funding formula for the Dispatch Authority and the budget.

Adjourned at 6:55 PM.

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Jack Reed, Mayor

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Trisha Nelson, Clerk

**CALL TO ORDER**

IN REGULAR SESSION Monday, April 3, 2017 at 7:00 P.M. in the Council Chambers of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order by Mayor Reed.

**ROLL CALL**

Roll was called:

Present: Council Members: Costa, McNeil, Mayor Reed, Schurig, and Williams.

Also Present: City Manager Tarkiewicz and Deputy-Clerk Hall.

Absent: Council Members: Metzger and Caron

**Moved** Williams, supported McNeil, to excuse Council Members Metzger and Caron. On a voice vote – **MOTION CARRIED.**

**INVOCATION/PLEDGE OF ALLEGIANCE**

Gail Monsma of First Presbyterian Church gave the invocation and Mayor Reed led the Pledge of Allegiance.

**APPROVAL OF THE AGENDA**

**Moved** McNeil, supported Schurig, to approve the agenda as presented. On a voice vote – **MOTION CARRIED.**

**PUBLIC COMMENT ON AGENDA ITEMS**

None.

**CONSENT AGENDA**

**Moved** Williams, supported McNeil, to approve the Consent Agenda:

- A. Schedule Public Hearing for Monday, May 1, 2017 to hear comments on the vacation of the 66' Hamilton Street Right-of-Way between Locust Street and Rice Creek.
- B. Adopt the Resolution of Intent to authorize the City of Marshall to seek financial assistance from the State of Michigan for its public transportation service.
- C. Approve the Special Use Permit for the Parking Lot at 125 West Green Street for the 2017 Farmer's Market.
- D. Approve the minutes of the City Council Regular Session held on Monday, March 20, 2017
- E. Approve city bills in the amount of \$1,312,223.76

On a roll call vote – ayes: Costa, McNeil, Mayor Reed, Schurig, and Williams; nays: none. **MOTION CARRIED.**



**PRESENTATIONS AND RECOGNITION**

None.

**INFORMATIONAL ITEMS**

None.

**PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION**

None.

**OLD BUSINESS**

None.

**REPORTS AND RECOMMENDATIONS**

**A. Budget Work Session:**

**Moved** Schurig, supported Costa, to schedule a work session for review and discussion of the FY 2018 Proposed Budget on Monday, April 10, 2017 from 6:00 – 9:00 p.m. in the City Hall Training Room. On a voice vote – **MOTION CARRIED.**

**B. Director of Electric & Fiber Utility Salary Adjustment:**

**Moved** Williams, supported Schurig, to approve a salary increase in the amount of \$15,000 to be effective immediately. On a roll call vote – ayes: Costa, Mayor Reed, Schurig, and Williams; nays: McNeil. **MOTION CARRIED.**

**APPOINTMENTS/ELECTIONS**

**Moved** Schurig, support McNeil, to approve the appointment of Mike Fallon to the Downtown Development Authority and Local Development Finance Authority for the term expiring September 15, 2018. On a voice vote – **MOTION CARRIED**

**PUBLIC COMMENT ON NON-AGENDA ITEMS**

Kayla Leach of Marshall spoke regarding the 2<sup>nd</sup> annual Autism Benefit that is scheduled for Saturday, August 12, 2017.

**COUNCIL AND MANAGER COMMUNICATIONS**

**ADJOURNMENT**

The meeting was adjourned at 7:31 p.m.

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Jack Reed, Mayor

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Trisha Nelson, City Clerk

IN A WORK SESSION held Monday, April 10, 2017 at 6:00 P.M. in the Training Room of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order.

Present: Council Members: Caron, Costa, McNeil, Metzger (via conference call), Mayor Reed, Schurig, and Williams (via conference call).

Also Present: City Manager Tarkiewicz, Director of Finance Jon Bartlett, Director of Public Services Kristin Bauer, Director of Public Safety James Schwartz, Director of Electric Utility Ed Rice, Alec Egnatuk, Tracy Hall, Theresa Sears, Elizabeth Renaud, Mike Hackworth, Justin Miller, and William Dopp.

Absent: None.

City Council and staff reviewed and discussed the FY 2018 Proposed Budget.

Adjourned at 9:45 PM.

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Jack Reed, Mayor

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Trisha Nelson, Clerk

APPROVAL LIST FOR CITY OF MARSHALL  
EXP CHECK RUN DATES 04/07/2017 - 05/04/2017  
UNJOURNALIZED  
OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
11	ACCELERANT K9 CHEMIST	K9 TRAINING AID PREPARATION		69.64
1981	ALL RELIABLE SERVICES	2016 LINE CLEARANCE- TREE TRIMMING CONT	2017.089	2,979.20
1999	ALL RELIABLE SERVICES	2016 LINE CLEARANCE- TREE TRIMMING CONT	2017.089	3,418.02
170310742	AMBS CALL CENTER	ANSWERING SERVICES		221.22
607086	ANGEL TRAX	VERIZON DATAPLAN, MOTOLINX SUPPORT		3,652.80
14-985893	ARROW UNIFORM	CUST #14-985893		27.47
14-985897	ARROW UNIFORM	CUST #010198-04		55.42
14-985900	ARROW UNIFORM	CUST #010198-05		30.02
14-985898	ARROW UNIFORM	CUST #010198-03		153.28
14-985896	ARROW UNIFORM	CUST #010198-02		49.85
388-107126-01	AUSTIN-BATTERIES PLUS	LIGHT FIXTURES		279.80
388-107121-01	AUSTIN-BATTERIES PLUS	EXIT SIGNS		132.84
225-409601	AUTO VALUE MARSHALL	THREAD SEALANT		7.69
225-410074	AUTO VALUE MARSHALL	LIFT SUPPORT		79.96
225-407207	AUTO VALUE MARSHALL	ROLOC DISC, 2 COARSE ROLO		16.28
225-407447	AUTO VALUE MARSHALL	DSL EXH FL		50.00
225-410689	AUTO VALUE MARSHALL	WARREN AW46		87.98
225-408466	AUTO VALUE MARSHALL	CORE CREDIT		(16.00)
225-408465	AUTO VALUE MARSHALL	12V 1000 CCA		283.98
225-408489	AUTO VALUE MARSHALL	OI FILTER, 5W30		62.69
225-408452	AUTO VALUE MARSHALL	BRAKE ROTOR, SEVERE DUTY PADS		444.94
225-409293	AUTO VALUE MARSHALL	OIL FILTER, 10W30		81.07
225-408974	AUTO VALUE MARSHALL	OIL FILTER		33.10
225-409477	AUTO VALUE MARSHALL	LONG STD HEX SET		9.99
225-409702	AUTO VALUE MARSHALL	50 GRIT, 24 GRIT		9.12
225-409349	AUTO VALUE MARSHALL	TELESCOPE MIRROR		10.99
225-409255	AUTO VALUE MARSHALL	ELEC FLASHER		9.29
225-409026	AUTO VALUE MARSHALL	5W30, WASHER SOLVENT		61.62
225-408504	AUTO VALUE MARSHALL	BK LUBE		13.89
225-408563	AUTO VALUE MARSHALL	MAX POWER CAR WA		6.16
225-408603	AUTO VALUE MARSHALL	4WIRE EXTENSION, LITE MATE		19.38
225-408790	AUTO VALUE MARSHALL	LED SST LAMP		60.46
225-409226	AUTO VALUE MARSHALL	BK CLN, YEL SRPD, WHT LIT GR		88.14
225-410344	AUTO VALUE MARSHALL	OIL FILTER, JD GRN		11.14
225-410464	AUTO VALUE MARSHALL	AIR FILTERS		27.71
225-408662	AUTO VALUE MARSHALL	R&R FRONT WHEEL BR		50.00
225-409681	AUTO VALUE MARSHALL	BACKUP ALARM, PRIMER, RED-ORANGE FLOUR		59.98
225-410592	AUTO VALUE MARSHALL	SUPER FUNNEL, MERCON V		53.27
225-409151	AUTO VALUE MARSHALL	CONTOUR 20		30.98
225-410305	AUTO VALUE MARSHALL	OIL RECOVER		15.69
308	BUD'S TOWING & AUTOMO	DART #3		125.00
9A	BUDGET DRAIN CLEANING	MARSHALL HOUSE ANNUAL MAINT		165.00
88253	BUDGET DRAIN CLEANING	ANNUAL MAINTENANCE		165.00
5007-000015221	C & C LANDFILL	MARSHALL HOUSE - TRASH		132.83
82159	CARR BROTHERS & SONS	SCREENED TOPSOIL		331.20
100051	CARR BROTHERS & SONS	22A ROAD GRAVEL		134.58
3436	CB HALL ELECTRIC COMP	PARKING LOT LIGHTING NEAR POST OFFICE &		760.00
42630	CENTEC CAST METAL PRO	US FLAGS 12" X 18"		242.57
42556	CENTEC CAST METAL PRO	US FLAGS 12" X 18"		126.90
032317	COLLINS PROFESSIONAL	TREE STUMP GRINDING		975.00
9969	COURTNEY & ASSOCIATES	MONTHLY RETAINER		250.00
93397	CRT, INC	SHADOW PROT SERVER		219.00
93366	CRT, INC	POWER ADAPTERS		194.00
93522	CRT, INC	CLOUD STORAGE		926.59
93531	CRT, INC	MARKET MGR COMPUTER	2017.253	2,168.00
53332584	CRYSTAL FLASH MARSHAL	FUEL	2017.260	1,846.87
3-33787	CUMMINS BRIDGEWAY	ANNUAL GENERATOR MAINTENANCE		999.78
140635	D & D MAINTENANCE SUP	JANITORIAL SERVICE AT DPW - MARCH		173.33
140525	D & D MAINTENANCE SUP	JANITORIAL SUPPLIES		311.70
140526	D & D MAINTENANCE SUP	JANITORIAL SUPPLIES		204.50
140302	D & D MAINTENANCE SUP	JANITORIAL SUPPLIES		19.20
140634	D & D MAINTENANCE SUP	JANITORIAL SERVICES - MRLEC	2017.106	4,454.67
140576	D & D MAINTENANCE SUP	JANITORIAL SUPPLIES		229.80
140527	D & D MAINTENANCE SUP	JANITORIAL SUPPLIES		354.00
140636	D & D MAINTENANCE SUP	CLEANING SERVICES AT PUBLIC SERVICES BU	2017.057	1,664.00
3132236	DAIKIN APPLIED	MAINTENANCE		5,346.00
502725	DARLING ACE HARDWARE	HOSE		109.98
503423	DARLING ACE HARDWARE	THERMOSTAT		19.99
503294	DARLING ACE HARDWARE	BATTERY-LITHIUM		4.59
503120	DARLING ACE HARDWARE	PAINT & SUPPLIES		31.98
503771	DARLING ACE HARDWARE	SUPER GLUE, NUTS, BOLTS, FASTENERS		45.31
503473	DARLING ACE HARDWARE	SCREWDRIVERS, SCREWS		17.98
503666	DARLING ACE HARDWARE	ELBOWS, CABLE TIES		16.97
503806	DARLING ACE HARDWARE	NUTS & BOLTS		3.37
503734	DARLING ACE HARDWARE	KEY		1.99
503437	DARLING ACE HARDWARE	WASHERS		6.79
503778	DARLING ACE HARDWARE	GUIDE BYPASS ADJ UNIV		2.99
1	DEAN, NATALIE	CONTRACTED SERVICES		386.15
136774	DLZ	ENGINEERING SERVICES FOR S MARSHALL ST	2016.180	4,704.76

APPROVAL LIST FOR CITY OF MARSHALL  
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
INV31962	DORNBOS SIGN INC	METAL SPACERS, TRUSS HEAD BOLTS		169.50
INV31961	DORNBOS SIGN INC	BREAK NUT		72.00
36331	ELECTION SOURCE	OPTECH INSIGHT CODING		760.00
4399738	ERADICO PEST SERVICES	DETECTION AND TREATMENT AT MH		216.00
4372	ERIC DALE HEATING & A	INSTALL FUJITSU HEAD UNIT SUPPLIED BY C		595.00
300787	FAIRBANKS-MORSE ENGIN	GASKETS, RETAINER SEAL RINGS		257.00
14491	FERGUSON WATERWORKS #	2" ECODER METER		1,170.83
218078	FIRE EXTINGUISHER SER	ANNUAL EXTINGUISHER INSPCTN - WATER DEP		182.50
218074	FIRE EXTINGUISHER SER	ANNUAL INSPECTION - ELECT DEPT		80.50
218073	FIRE EXTINGUISHER SER	ANNUAL INSPECTION - PSB		146.50
24	FIRE EXTINGUISHER SER	ANNUAL INSPECTION - CITY HALL		172.00
218075	FIRE EXTINGUISHER SER	ANNUAL INSPECTION - DART		61.00
218076	FIRE EXTINGUISHER SER	ANNUAL INSPECTION - POWER PLANT		294.50
1039456	FIRST ADVANTAGE	MARCH SERVICES		96.25
29018	FRONT LINE SERVICES,	FIRE CRAFT EXTRICATION GLOVES		56.95
1460185	GRIFFIN PEST SOLUTION	FIRE STATION		42.00
9152549072	HD SUPPLY FACILITIES	FLAPPERS, FCT-SHWR CARTRIDGES		53.44
9152683839	HD SUPPLY FACILITIES	GERBER VOLUME RATED FLAPPER		(35.34)
79109	HERMANS MARSHALL HARD	BULBS, ANT BAIT		35.83
79154	HERMANS MARSHALL HARD	RTU GASKET		7.99
79156	HERMANS MARSHALL HARD	RAGS, NUTS, WIRE STRIPPER, WIRE BRUSH,		53.95
79092	HERMANS MARSHALL HARD	BOW SAWS, FISKAR LOPPERS		105.93
79090	HERMANS MARSHALL HARD	REEL, RELOAD		18.78
79383	HERMANS MARSHALL HARD	RESPIRATORS, RAZOR BLADES, STANLEY, MAG		23.34
79017	HERMANS MARSHALL HARD	DUCT TAPE, DOOR BUMPERS, PADLOCK, SCREW		30.07
79103	HERMANS MARSHALL HARD	HD BARREL BOLT		16.58
79060	HERMANS MARSHALL HARD	ANT SPRAY & TRAP		13.98
79405	HERMANS MARSHALL HARD	STENCIL, BUNGEE STRAPS		21.89
79087	HERMANS MARSHALL HARD	ZIP TIES		7.99
79010	HERMANS MARSHALL HARD	3/8 X 3 ROD, 3/8 NUT		3.61
79147	HERMANS MARSHALL HARD	BLEACH		9.87
79158	HERMANS MARSHALL HARD	GAS CANS		38.98
346	HIGLEY'S TREE SERVICE	REMOVE TREES IN ISLAND, CHIP BRUSH AND		500.00
031617	HOCH-MELLUISH, PATTI	BROOKS NATURE AREA MAINT SUPPLIES		108.06
16730	HUNTER PRELL COMPANY	ANNUAL SPRINKLER INSPECTION AT MH		175.00
MN0000008123A	INTERACT PUBLIC SAFET	ONLINE RMS - APRIL 2017		120.00
106016	J & K PLUMBING SUPPLY	PIPECONX		5.24
1137	J & K PLUMBING SUPPLY	BUSHING GALV MALL		6.51
1088	J & K PLUMBING SUPPLY	CONNECTORS		9.18
1183	J & K PLUMBING SUPPLY	KITCHEN FAUCET W/SPRAY		78.68
A01988	JACK DOHENY SUPPLIES	GUIDE ROLLER KIT		1,014.56
F67591	KNAPHEIDE TRUCK EQUIP	KNAPHEIDE QUOTE # P0505-16. SERVICE BO 2017.182		9,512.80
30925	LAKELAND ASPHALT CORP	COLD PATCH		252.86
1043139	LEGG LUMBER	PLYWOOD		20.98
12549	LEWEY'S SHOE REPAIR	GOLD SNAPS		4.00
12571	LEWEY'S SHOE REPAIR	PAUL HERMAN'S BOOT ALLOWANCE		200.00
3296	LINE-X OF BATTLE CREE	SPRAY-ON BEDLINER, BUMPER & WINCH PLATE		750.00
MAR2768	MARSHALL TIRE CITY	TURF MASTER BW B 4-PLY, STRAIGHT RIB BW		258.95
MAR2723	MARSHALL TIRE CITY	2011 FORD E450		880.10
19808682	MCMASTER-CARR	PADLOCK		160.62
266272	MICHIGAN INDUSTRIAL G	CYLINDER RENTAL		47.64
79822977	MSC INDUSTRIAL SUPPLY	MARKING SOLVENT		204.48
469250	NAPA OF MARSHALL	BRUSH		35.96
470575	NAPA OF MARSHALL	WIPER BLADES		23.98
528883	NYE UNIFORM COMPANY	MARSHALL PUBLIC SAFETY EMBLEMS		392.00
820550	OFFICE 360	SOAP, FINGER PADS, BOOKENDS, ONE-HOLE P		60.01
824041	OFFICE 360	PAPER		164.50
807848	OFFICE 360	PAPER, DESK PAD, PAPER, INDEX FLAGS		55.12
56129792	POWER LINE SUPPLY	WASHER LOCK DBL COIL		161.00
56129793	POWER LINE SUPPLY	GUY WIRE		408.50
56129752	POWER LINE SUPPLY	AERIAL SPACER		944.26
56129794	POWER LINE SUPPLY	SPLIT BOLT		148.93
56132209	POWER LINE SUPPLY	COUPLING		174.18
56132206	POWER LINE SUPPLY	MOUNTING BRACKET		108.67
56132210	POWER LINE SUPPLY	Z BAR		1,129.94
56132207	POWER LINE SUPPLY	3/8" GUY GRIP		112.14
56132208	POWER LINE SUPPLY	HELIX ANCHOR		187.77
56132212	POWER LINE SUPPLY	CROSS ARM BRACE		274.62
56132211	POWER LINE SUPPLY	TRANSFORMER PAD		1,132.19
56132205	POWER LINE SUPPLY	CONNECTOR SPLIT BOLT		227.70
56127707	POWER LINE SUPPLY	3KV ARRESTER		287.50
56127698	POWER LINE SUPPLY	AUTO LINE SPLICE		51.84
56127701	POWER LINE SUPPLY	WASHER SQUARE		51.75
X72761	POWERPLAN	INTERNATIONAL DT466 REPAIR		859.23
X72696	POWERPLAN	INTERNATIONAL DT4300 REPAIR		243.94
17-8189	QUALITY EXCAVATORS, I	COMPOST YARD DOZER WORK		1,147.50
85266	R.W. MERCER	100 LL PUMP REPAIR		189.04
4331	RADIO COMMUNICATIONS	POLICE VEHICLE CHANGE OVER 2017	2017.255	3,194.34
11665	RADIO COMMUNICATIONS	INSTALL RADIO IN F150		282.94

APPROVAL LIST FOR CITY OF MARSHALL  
 EXP CHECK RUN DATES 04/07/2017 - 05/04/2017  
 UNJOURNALIZED  
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
11664	RADIO COMMUNICATIONS	INSTALL RADIO IN F150		311.95
11560	RADIO COMMUNICATIONS	REMOVE EQUIPMENT FROM TAHOE		650.00
11130	RADIO COMMUNICATIONS	SERVICE CALL		67.50
134370	RIVERSIDE INTEGRATED	134370		472.74
12063	SECURITY CORPORATION	SERVICE CALL FOR CAMERA		192.75
12064	SECURITY CORPORATION	SERVICE CALL - FRONT ENTRY DOOR		617.32
21824	STANDARD PRINTING & O	TOWN CRIER		177.00
199340	STANLEY LAWN & GARDEN	SERVICE HUSQVARNA		134.27
1176035	STANTEC CONSULTING MI	DISPOSITION STUDY FOR PERRIN DAM- COST	2017.186	6,202.50
BLR401739	STATE OF MICHIGAN	BOILER CERTIFICATE		130.00
1166	SWIFT FUELS LLC	UL94 AVGAS FOR BROOKS AIRFIELD	2017.248	10,448.25
3401343	TOSHIBA AMERICA BUSIN	COPIER CONTRACT		68.28
216034	USA BLUEBOOK	HACH SAMPLE CELLS 25MM ROUND		55.43
530350534	UTILITIES INSTRUMENTA	PEARL STREET -UPGRADE RELAYING / QUOTE	2016.306	2,416.00
GRAND TOTAL:				93,694.05

APPROVAL LIST FOR CITY OF MARSHALL  
EXP CHECK RUN DATES 03/31/2017 - 03/31/2017  
UNJOURNALIZED  
OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
145970911-0317	A T & T	ACCT #145970911		75.00
13-53-500-083-01	BORG WARNER	OVERPAYMENT OF TAXES		4,648.97
033017	BOYNE USA RESORTS	VOSBURG, CHERYL 06/17/17--06/20/17		844.32
03/30/2017	BRUBAKER & CO	UB refund for account: 1301400007		93.23
032417	CAIN-DEROUIN, JULIE	BOARD OF REVIEW REFRESHMENTS		12.00
MAR 2017	CALHOUN COUNTY TREASU	TRAILER FEES - MARCH 2017		80.00
2550997981-0317	CHEMICAL BANK SOUTH	HSA ACCT #2550997981 BARTLETT, JON		585.00
032217	CLARK, TIM	REIMBURSEMENT OF CDL LICENSE FEE		30.00
207144400725	CONSUMERS ENERGY	1000 0033 5602		2,515.27
205454228182	CONSUMERS ENERGY	1000 0916 3435		502.16
201983510871	CONSUMERS ENERGY	1000 6710 1772		50.31
203763355168	CONSUMERS ENERGY	1000 0759 4680		246.57
204386346113	CONSUMERS ENERGY	1000 7224 3312		302.23
205365254742	CONSUMERS ENERGY	1030 1580 0248		410.87
202339475054	CONSUMERS ENERGY	1030 1352 1119		18.17
206699947021	CONSUMERS ENERGY	1030 0915 7670		34.95
205454228183	CONSUMERS ENERGY	1000 0916 3708		201.23
205454228184	CONSUMERS ENERGY	1000 0916 3971		690.20
203763356814	CONSUMERS ENERGY	1030 1852 1130		2,152.89
203763356811	CONSUMERS ENERGY	1030 1852 0884		628.18
205454228181	CONSUMERS ENERGY	1000 0916 3203		204.67
033017	DEAN, NATALIE	HEALTH INSURANCE REIMBURSEMENT		70.23
032817	DELAPAS, JOE	BOOT ALLOWANCE		99.99
032717	ED'S AUTO & TRAILER	UTILITY TRAILER 6.5' X 12' GE		1,500.00
032417	FIFTHROOM.COM	1/3 DOWNPAYMENTS FOR PAVILION STRUCTURE 2017.252		8,333.00
032517	GROSS, JOHN	INSPECTION COMMISSION		310.00
032917	HACKWORTH, MICHAEL	REFUND FROM MARSHALL HOUSE		163.00
033017	LYNN COOK	OUTERWEAR REIMBURSEMENT		47.69
87	MAGIC MAIDS	CLEANING SERVICES - MARCH		1,400.00
88	MAGIC MAIDS	CLEAN APTS #214, 414, 320		300.00
9156-0317	MARSHALL COMMUNITY CU	9156 - MILLER		978.46
032517	NICHOLS, JEFFREY S	INSPECTION COMMISSION		200.00
03/30/2017	SAFEGUARD PROPERTIES	UB refund for account: 3106000002		29.51
135395030011	STANDARD PRINTING & O	REFUND OVERPAYMENT OF TAXES 13-53-950-3		127.24
135350010300	TRIBAL MANUFACTURING	REFUND OVERPAYMENT OF TAXES 13-53-500-1		272.40
10040269-03	WOW! BUSINESS	ACCT #010040269		509.00
GRAND TOTAL:				28,666.74

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APPROVAL LIST FOR CITY OF MARSHALL  
 EXP CHECK RUN DATES 04/07/2017 - 04/10/2017  
 UNJOURNALIZED  
 OPEN

Page: 1/1

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
147792	AD-VISOR & CHRONICLE	MARCH ADS		570.71
04/10/2017	ALLEN-QUIGLEY, DEBORA	UB refund for account: 3101190015		7.18
04/06/2017	BARTZEN, LINETTE	UB refund for account: 901580027		4.96
2550996785-0417	CHEMICAL BANK SOUTH	HSA ACCT #2550996785 JOHNSON, DAVE		585.00
2551101211-0417	CHEMICAL BANK SOUTH	HSA ACCT #2551101211 SANDERS, TIMOTHY		1,170.00
040417	COLE, DEBRA	CDL LEARNERS PERMIT		30.00
041317	COMFORT INN-MT PLEASA	WILLIAM DOPP III, #504736297 CONFIRMATI		382.50
33117COM	CRT, INC	T BRICK HOURS	2017.259	11,000.00
04/10/2017	DAVIDS, DEREK	UB refund for account: 1100000023		101.34
04/10/2017	FOUNTAIN, MELISSA	UB refund for account: 3205160034		72.31
04/10/2017	FULLERTON, DIANA	UB refund for account: 3004170023		119.21
032917	GUERIN, GEORGE	FUEL REFUND - AIRPORT PUMP		5.00
3003280023	HACKWORTH, PATRICK &	UB refund for account: 3003280023		45.27
1004-0317	MARSHALL COMMUNITY CU	1004 - SCHWARTZ		859.47
04/10/2017	MCCOY, ALLISON	UB refund for account: 3005880020		27.22
2017-STORM SWR	MORRIS STULBERG TRUST	ANNUAL STORM SEWER EASEMENT		24.00
2017 PWR LINE	MORRIS STULBERG TRUST	ANNUAL POWER LINE EASEMENT		5.00
2017 WTR MAIN	MORRIS STULBERG TRUST	ANNUAL WATER MAIN EASEMENT		10.00
04/06/2017	OSBORNE, SELENA	UB refund for account: 300900040		53.89
249-005450453	REPUBLIC SERVICES #24	ACCT #3-0249-1022021		1,029.26
032817	RICE, EDWARD	TRAVEL EXPENSE REIMBURSEMENT		7.00
04/10/2017	RIDDELL, MARK	UB refund for account: 3005380035		64.89
04/10/2017	SHORELINE POWER SERVI	UB refund for account: 3205500027		8.44
04/06/2017	SMITH, REBECCA	UB refund for account: 100960014		49.96
04/06/2017	TRAVELERS HAVEN LLC	UB refund for account: 3005180023		34.02
326955069	U.S. BANK EQUIPMENT F	LEXMARK COPIER		68.78
04/10/2017	VANDALEN, ERIN & DAVI	UB refund for account: 3100110008		49.53
04/10/2017	WALKER, SHAELEE	UB refund for account: 3108100007		2.77
10058364-0317	WOW! BUSINESS	ACCT #010058364		32.97
13934621-0317	WOW! BUSINESS	ACCT #013934621		35.29
GRAND TOTAL:				16,455.97

## EVENT REPORT

**EVENT:** 34th Annual Oaklawn Hospitality Classic/Health Fair 2017

**EVENT LOCATION:** 100 Block of N. Kalamazoo

**SPONSOR:** Oaklawn Hospital

**EVENT DATE:** Saturday, May 20, 2016

**EVENT TIMEFRAME:** 7:00a – 3:00p

**MDOT PERMIT REQUIRED:** No

**MDOT PERMIT GRANTED:** NA

**ROAD CLOSURE DETAIL:** Close 100 Block N. Kalamazoo between Michigan Ave and Mansion Street. Other streets on the route will be closed temporarily to allow runners and walkers to proceed as needed.

**ROAD CLOSURE TIMEFRAME:** 7:00a – 3:00p

**EVENT CLOSURE DETAIL:** The roadway will be closed and barricaded off on Kalamazoo between Mansion and Michigan Ave. The block will remain closed while the health fair is taking place in the fountain circle until 3:00p.

**DETOUR DETAIL:** Traffic will be diverted to the adjacent local streets.

**EVENT DETAIL:**

Oaklawn Hospital will be having their 33<sup>4th</sup> Annual Hospitality Classic at the above stated location. Runners and walkers will be going eastbound on Michigan Ave to East St. Runners will go westbound on Mansion to West Drive. Runners go north on West to F Dr. They then go north on Walters Dr. to 16 1/2 Mile Rd. They then go south on Kalamazoo and return to the starting point.

The 33<sup>4th</sup> Annual Oaklawn Holiday Classic is for a non-profit event. There are other volunteers throughout the course to provide safety and direction for the runners.

**COUNCIL NOTIFICATION DATE:** April 17, 2017



April 10, 2017

Chief James Schwartz  
Director of Public Safety  
City of Marshall  
Marshall, MI 49068

Dear Chief Schwartz:

This year, the Oaklawn Hospital Hospitality Classic will mark its 34<sup>th</sup> year of bringing the health and enjoyment of running and walking to Marshall. As we have done every year for decades, we again seek your assistance in garnering the support of the Marshall City Council.

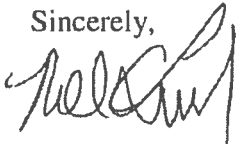
As you probably know, we like to hold the race on Saturday, May 20<sup>th</sup>. We hope for another record-breaking turnout of runners and walkers as well as their families, all enjoying Marshall's springtime beauty.

The Hospitality Classic unifies the community in an atmosphere of fun and fitness, with participation available at all ages and fitness levels. Our events include a 10K and 5K race, a one-mile fun run and a non-competitive walk. The first race will start at 7:30 a.m. and the awards ceremony should be over by 11 a.m. Again this year we would like to repeat the addition of the Health Fair on the fountain lawn to the fun and festivities. With your approval we hope to have approximately 30 sponsors/vendors promoting health in our communities. All tents and all litter should be cleared off all properties by 3 p.m.

Also, if you have any other questions or concerns, please feel free to contact me.

Many thanks for your consideration and assistance!

Sincerely,



Richard C. Lindsey, Jr.  
Executive Director of Development and  
Community/Legislative Affairs

## EVENT REPORT

**EVENT:** Memorial Day Parade

**EVENT LOCATION:** Michigan Ave

**SPONSOR:** VFW

**EVENT DATE:** Monday, May 29, 2017

**EVENT TIMEFRAME:** 9:30a – 11:00a

**MDOT PERMIT REQUIRED:** Yes

**MDOT PERMIT GRANTED:** Yes

**ROAD CLOSURE DETAIL:** Close 400 Block W. Michigan Ave for parade staging

**ROAD CLOSURE TIMEFRAME:** 9:30a – 10:30a

**EVENT CLOSURE DETAIL:** The roadway will be closed and barricaded off on W. Michigan Ave at Mulberry Street. The Closure will also have a marked unit on Gordon Street at E. Michigan Ave.

**DETOUR DETAIL:** Traffic will be diverted to the adjacent local streets with proper detour signs.

**EVENT DETAIL:**

The Annual Memorial Day Parade will travel westbound on Michigan from the Fountain Circle to Exchange Street. The parade will continue onto Exchange Street to Marshall Street. From Marshall Street into the Brookside Cemetery.

**COUNCIL NOTIFICATION DATE:** April 17, 2017

## EVENT REPORT

**EVENT:** Blues Fest

**EVENT LOCATION:** Michigan Avenue & North Eagle Street

**SPONSOR:** Marshall Downtown Development Authority

**EVENT DATE:** June 24, 2017

**EVENT TIMEFRAME:** 11:00am – 11:59pm

**MDOT PERMIT REQUIRED:** YES ☒ NO ☐

**MDOT PERMIT GRANTED:** YES ☒

**ROAD CLOSURE TIMEFRAME:** Michigan Ave – 11:00a to Midnight; N. Eagle St. 8am - Midnight

**ROAD CLOSURE DETAIL:** Michigan Avenue from Grand Street to Madison Street and Eagle from Michigan Avenue to Mansion Street

**DETOUR DETAIL:** Eastbound traffic will be detoured south on Grand street, east on Green Street, and north on Madison Street back to Michigan Avenue. Westbound traffic will be detoured north on Madison Street, west on Mansion Street, south on Grand Street back to Michigan Avenue.

**EVENT DETAIL:** Marshall Main Street Blues Festival to be held on Saturday, June 24, 2017. Great blues bands will be playing throughout the day in downtown Marshall. Also included is a beer tent and great food vendors. The main stage will be set up on Michigan Avenue with a secondary stage and beer tent set up on Eagle Street.

**PARKING PROHIBITION:** No on-street parking on Michigan Avenue from Grand Street to Jefferson Street. There will also be no parking on the east side of the 100 block of N. Grand Street beginning at 3:00pm on Friday, June 24<sup>th</sup> until the end of the event.

**COUNCIL NOTIFICATION DATE:** April 17, 2017

## EVENT REPORT

**EVENT:** Incredible Bed Race and Wonderful Wait Staff Race

**EVENT LOCATION:** Spruce St. between Kalamazoo and Eagle St.

**SPONSOR:** Oerther's

**EVENT DATE:** July 22, 2017

**EVENT TIMEFRAME:** 10:00am – 2:00pm

**MDOT PERMIT REQUIRED:** YES ☐ NO ☒

**MDOT PERMIT GRANTED:** YES ☐ ☒

**ROAD CLOSURE TIMEFRAME:** Spruce Street – 9:00a to 3:00p on Saturday, July 22, 2017

**ROAD CLOSURE DETAIL:** Spruce St. will be closed to traffic between Kalamazoo down to Eagle Street for the races.

**DETOUR DETAIL:** Traffic will be detoured onto Hamilton Street to continue eastbound onto Monroe Street.

**EVENT DETAIL:** Oerther's will be having bed races and local wait staff races to fund raise for the Marshall Community Foundation. The races will be run on Spruce Street between Grand and Eagle. The roadway to Marshall Feed and Grain will be closed during this time. They will still have access to their business from Monroe Street. Oerther's has stated that they will notify all property owners of the event where the closures will have an impact.

**PARKING PROHIBITION:** No on-street parking on Spruce Street after 2:00am on July 22<sup>nd</sup>.

**COUNCIL NOTIFICATION DATE:** April 17, 2017

## EVENT REPORT

**EVENT:** Marshall Framing Studio 25<sup>th</sup> Anniversary Celebration

**EVENT LOCATION:** 100 Blk N. Hamilton Street

**SPONSOR:** Marshall Framing Studio

**EVENT DATE:** August 26, 2017

**EVENT TIMEFRAME:** 9:00am – 11:00pm

**MDOT PERMIT REQUIRED:** YES ☐ NO ☒

**MDOT PERMIT GRANTED:** YES ☐ ☒ G

**ROAD CLOSURE TIMEFRAME:** Hamilton Street – 9:00a to 11:00a  
on Sunday 08/27/2017

**ROAD CLOSURE DETAIL:** 100 block of N. Hamilton will be completely closed during that time frame. There will be fencing and a tent set up for the closure.

**DETOUR DETAIL:** Traffic will be detoured onto Madison Street or High Street.

**EVENT DETAIL:** Marshall Framing Studio anniversary party will be held on Saturday, August 26, 2017. Food and alcohol will be served throughout the event. The liquor license will be provided by Bogar Theater for the event and a special license is required. The street will remain closed until Sunday morning when the tent will be removed first thing.

**PARKING PROHIBITION:** No on-street parking on Hamilton Street after 2:00am on August 26<sup>th</sup>.

**COUNCIL NOTIFICATION DATE:** April 17, 2017

## EVENT REPORT

**EVENT:** Zion Lutheran Church Octoberfest

**EVENT LOCATION:** S. Eagle Street between Green and Hanover

**SPONSOR:** Zion Lutheran Church

**EVENT DATE:** September 9<sup>th</sup>, 2017

**EVENT TIMEFRAME:** 7:00am – 7:00pm

**MDOT PERMIT REQUIRED:** YES ☐ NO ☒

**MDOT PERMIT GRANTED:** YES ☐ ☒

**ROAD CLOSURE TIMEFRAME:** S. Eagle Street between Green St. and Hanover St. Closure is from 7:00a – 7:00p

**ROAD CLOSURE DETAIL:** Eagle St. will be closed to traffic between Green St. down to Hanover St. for a tent and other activities.

**DETOUR DETAIL:** Traffic will be detoured onto Green St. and Hanover St. to other local adjacent streets

**EVENT DETAIL:** Zion Lutheran Church will be sponsoring an Octoberfest event to celebrate their 500<sup>th</sup> Anniversary of the Lutheran Reformation. They will have a tent set up on S. Eagle St. They intend to have a liquor license and will also have food available along with other activities. Diagram to be submitted with this report. Zion staff will pick up and set up barricades before the event and return the barricades after the event.

**PARKING PROHIBITION:** No on-street parking on S. Eagle Street after 2:00am on September 8<sup>th</sup>.

**COUNCIL NOTIFICATION DATE:** April 17, 2017



**ADMINISTRATIVE REPORT**  
**APRIL 17, 2017 - CITY COUNCIL MEETING**

**REPORT TO:** Honorable Mayor and City Council Members

**FROM:** Natalie Dean  
Tom Tarkiewicz, City Manager

**SUBJECT:** Public Hearing to consider Zoning Amendment #RZ17.01  
to rezone from I-1 (Research and Technical District) to  
B-4 (Regional Commercial)

**BACKGROUND:** Mike Caron is buying the former site of Charlie's Barbeque at 924 W. Hanover. He would like to use the property for commercial purposes and given the location and past uses, has applied for the property to be rezoned from I-1 (Research and Technical District) to B-4 (Regional Commercial District).

The Planning Commission received Mr. Caron's request at their regular meeting on February 8, 2017 and held a public hearing on the matter at their regular meeting on March 8<sup>th</sup>. No public was present to comment.

After the public hearing, the Planning Commission worked through a Zoning Amendment worksheet and found the requirements to be in favor of the rezoning. The worksheet addressed the following criteria:

- (1) The proposed zoning district is more appropriate than any other zoning district, or more appropriate than adding the desired use as a special land use in the existing zoning district.
- (2) The property cannot be reasonably used as zoned.
- (3) The proposed zoning change is supported by and consistent with the goals, policies and future land use map of the adopted city master plan. If conditions have changed since the plan was adopted, as determined by the Planning Commission, the consistency with recent development trends in the area shall be considered.
- (4) The proposed zoning change is compatible with the established land use pattern, surrounding uses, and surrounding zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values, and is consistent with the needs of the community.
- (5) All the potential uses allowed in the proposed zoning district are compatible with the site's physical, geological, hydrological and other environmental features.
- (6) The change would not severely impact traffic, public facilities, utilities, and the natural characteristics of the area, or significantly change population density, and would not compromise the health, safety, and welfare of the city.

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

- (7) The rezoning would constitute and create an isolated and unplanned district contrary to the city master plan which may grant a special privilege to one landowner not available to others.
- (8) The change of present district boundaries is consistent in relation to existing uses, and construction on the site will be able to meet the dimensional regulations for the proposed zoning district listed in the schedule of regulations.
- (9) There was a mistake in the original zoning classification, or a change of conditions in the area supporting the proposed rezoning.
- (10) Adequate sites are neither properly zoned nor available elsewhere to accommodate the proposed uses permitted in the requested zoning district.

**MOTION** by McNiff, supported by Zuck, to recommend to the City Council the approval of the Zoning Amendment Application #RZ17.01 to rezone 924 West Hanover Street from I-1 (Research and Technical District) to B-4 (Regional Commercial District). On a voice vote; **MOTION CARRIED.**

**RECOMMENDATION:** The Planning Commission recommends that after hearing public comment, City Council consider approval on Zoning Amendment Application #RZ17.01 to rezone 924 West Hanover Street from I-1 (Research and Technical District) to B-4 (Regional Commercial District).

**FISCAL EFFECTS:** None at this time.

**CITY GOAL CLASSIFICATION: GOAL AREA I. ECONOMIC DEVELOPMENT**

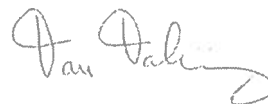
**Goal Statement:** Sustain and intensify the economic vitality of the Marshall area.  
*Creative redevelopment of vacant commercial and industrial property.*

**ALTERNATIVES:** As suggested by Council.

Respectfully submitted,



Natalie Dean



Tom Tarkiewicz  
City Manager

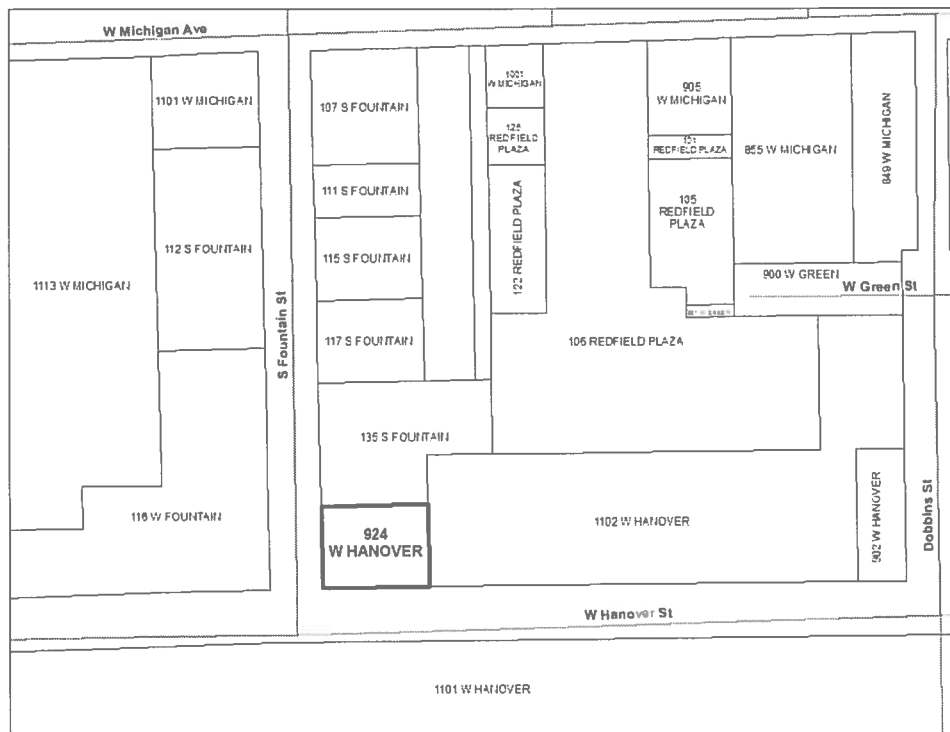


**CITY OF MARSHALL  
ORDINANCE 17-##**

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF MARSHALL SO AS TO CHANGE THE ZONING OF ONE PARCEL OF REAL PROPERTY AT 924 W. HANOVER STREET, PARCEL #53-005-722-00 FROM THE ZONING DISTRICT OF RESEARCH AND TECHNICAL DISTRICT (I-1) TO REGIONAL COMMERCIAL DISTRICT (B-4).

THE CITY OF MARSHALL, MICHIGAN ORDAINS:

Section 1. Pursuant to the authority granted in Section 7.1 of the Marshall City Code, the Zoning Map of the City of Marshall is hereby amended so as to change the zoning district for the below described properties from Research and Technical District (I-1) to Regional Commercial District (B-4).



Property Descriptions

**PARCEL #53-005-722-00**

Marshall City, Fountain Place sub lots 22 & 23.

Common Addresses

924 West Hanover Street

Section 2. This Ordinance or a summary thereof shall be published in the *Marshall Chronicle*, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices, within ten (10) days after its adoption. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signature of the Mayor and the City Clerk.

Section 3. This Ordinance is declared to be effective immediately upon publication.

**Section 3.** This Ordinance is declared to be effective immediately upon publication.

Adopted and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jack Reed, MAYOR

\_\_\_\_\_  
Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on April 17, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

\_\_\_\_\_  
Trisha Nelson, CITY CLERK



**ADMINISTRATIVE REPORT**  
**April 17, 2017 - CITY COUNCIL MEETING**

**TO:** Honorable Mayor and City Council

**FROM:** Kristin Bauer, Director of Public Services  
 Christy Ramey, Purchasing Agent  
 Tom Tarkiewicz, City Manager

**SUBJECT:** Citywide Lawn Mowing Services

**BACKGROUND:** Bids were requested for Lawn Mowing Services at six locations around town. Below are the bids received for these services.

Contractor	Marshall House	MRLEC Building	Industrial Park ROW	WW Plant	Water Plant	Athletic Fields	Estimated Season Total (22 Mows)
Graham Outdoor Marshall, MI	\$1,430	\$3,630	\$3,300	\$1,870	\$2,200	\$6,160	\$18,590
US Lawns Kalamazoo, MI	\$2,530	\$4,400	\$1,892	\$1,980	\$2,530	\$6,270	\$19,602
A-1 Marshall, MI	\$2,640	\$4,950	\$1,650	\$2,200	\$3,300	\$7,150	\$21,890
Winchell Bellevue, MI	\$3,564	\$7,150	\$2,860	\$2,860	\$2,860	\$7,920	\$27,214
New Horizon Marshall, MI	\$5,214	\$5,808	\$5,170	\$4,818	\$6,248	\$8,668	\$35,926
White Collar Marshall, MI	\$4,620	\$5,500	\$4,620	\$6,160	\$6,160	\$9,350	\$36,410
Quality Lawn Care Marshall, MI	\$2,750	-----	-----	-----	-----	\$25,080	-----
First Class Marshall, MI	\$3,190	-----	\$3,960	-----	\$3,740	\$7,150	-----

Most of these sites were serviced the past two years by Graham Outdoor. Over this time frame these properties have experienced service level and reliability issues. The building managers of these properties have specifically requested that we not utilize Graham Outdoor for these services.

As such, we have reviewed references and interviewed the owner of US Lawns, Kalamazoo MI and feel that they have staffing capable to complete this work as per our specifications.

323 W. Michigan Ave.  
 Marshall, MI 49068  
 p 269.781.5183  
 f 269.781.3835  
 cityofmarshall.com

For management and budget reasons we have looked to streamline our citywide contractual work to one contractor rather than utilize multiple providers. Generally this provides us a better bid by grouping projects together. Additionally it reduces staff time giving us only one contract to follow and reduces bills that need processing during the year.

**RECOMMENDATION:** It is recommended City Council approve the bid from US Lawns of Kalamazoo, MI at the estimated amount of \$19,602.00. This total was estimated using 22 mows for a typical season. The contractor will be paid per actual mowing completed during the year.

**FISCAL EFFECTS:** City Council has approved the FY16-17 budget for these services (FY17-18 Proposed Budget also includes these mowing services) in each of the listed departmental budgets.

**CITY GOAL CLASSIFICATION: GOAL AREA 4. INFRASTRUCTURE**

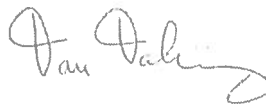
**Goal Statement:** Preserve, rehabilitate, maintain and expand city infrastructure and assets.

**ALTERNATIVES:** As suggested by Council.

Respectfully submitted,



Kristin Bauer  
Director of Public Services



Tom Tarkiewicz  
City Manager



Christy Ramey  
Purchasing Agent



**ADMINISTRATIVE REPORT**  
**APRIL 17, 2017 - CITY COUNCIL MEETING**

**REPORT TO:** Honorable Mayor and Council Members

**FROM:** Ed Rice, Director of Electric Utilities  
Tom Tarkiewicz, City Manager

**SUBJECT:** Pole License Agreement with Wide Open West Mid-Michigan LLC (WOW).

**BACKGROUND:** Wide Open West Mid-Michigan LLC (WOW) has been installing its cable and equipment facilities on City owned electric poles without a Pole License Agreement (PLA). This has been occurring since they purchased the cable TV system in 2012. There also was not a Pole License Agreement with the previous two (2) owners of the cable TV system going back to 2001.

A new PLA has been developed by city staff that is based on the American Public Power Association PLA that is used by municipal electric utilities throughout the continental United States. This new PLA will apply to all cable companies that attach their facilities to the city owned electric poles.

Per the City of Marshall's *Utilities Rate Classifications and Standard Rules and Regulations*, "The City Council may approve the attachment and insertion of other wire, cables and appurtenances to City owned poles or conduits through a pole attachment agreement".

**RECOMMENDATIONS:**

- 1) It is recommended by city staff that the City Council approve the use of the newly developed pole license agreement as the document for non-city entities to attach their facilities to city owned electric poles, and;
- 2) To approve the pole license agreement for Wide Open West Mid-Michigan LLC to attach its facilities to city owned electric poles and authorize the City Clerk to sign the agreement.

**FISCAL EFFECTS:** The Electric Department will see a slight increase in revenue based on the number of poles utilized by Wide Open West Mid-Michigan LLC and the number of permits pulled annually.

**ALTERNATIVES:** As suggested by City Council

**CITY GOAL CLASSIFICATION: GOAL AREA IV -- INFRASTRUCTURE**

**Goal Statement:** Preserve, rehabilitate, maintain and expand city infrastructure and assets.

Respectfully Submitted,

Edward E. Rice, P.E.  
Electric Utilities Director

Tom Tarkiewicz  
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

## Pole Attachment License Agreement

This Pole Attachment Licensing Agreement (the "Agreement") dated this 31<sup>st</sup> day of March, 201 7 is made by and between Marshall Electric Department (hereinafter referred to as "Utility"), a municipal electric utility of the State of Michigan, and WideOpenWest Mid Michigan LLC having its principal place of business at 380 WRIGHT INDUSTRIAL PKWY, (hereinafter referred to as "Licensee").

### Recitals

- A. Whereas, Licensee proposes to install and maintain Communications Facilities and associated communications equipment on Utility Poles to provide Communications Services; and
- B. Whereas, 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 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;
- C. Therefore, in consideration of the mutual covenants, terms and conditions and remunerations herein provided, and the rights and obligations created hereunder, the parties hereto agree as follows:

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## **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**

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**

Space on Utility Poles or within utilities conduit system 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 Communications Service or electric service. The neutral zone or safety space is not considered Assigned Space.

### **1.4 Attaching Entity**

Any public or private entity, including Licensee, that, pursuant to a license agreement with Utility, places an Attachment on Utility’s Pole or within Utility’s Conduit System to provide Communications Service.

### **1.5 Attachment**

Licensee’s Communications Facilities that are placed directly on Utility’s Poles, are Overlashed onto an existing Attachment, or are placed within Utility’s Conduit System, 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 or Conduit System segment to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.



**1.7 Climbing Space**

Portion of a Pole's surface and surrounding space that is free from encumbrances to enable Utility employees and contractors to climb, access and work on Utility Facilities and equipment safely.

**1.8 Common Space**

Space on Utility 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**

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. Strand-mounted wireless equipment that does not restrict climbing space shall be considered Communications Facilities.

**1.10 Communications Service**

The transmission or receipt of voice, video, data, Internet or other forms of digital or analog signals over Communications Facilities.

**1.11 Conduit System**

Utility's conduits, Innerduct, manholes, handholes, vaults, pull-boxes, and trenches.

**1.12 Innerduct**

Flexible conduit installed inside a larger rigid conduit for the placement of wire or cable.

**1.13 Licensee**

WideOpenWest Mid-Michigan LLC, its authorized successors and assignees.

**1.14 Make-Ready Work**

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), pole replacement and construction.

**1.15 Occupancy**

The use or specific reservation of Assigned Space for Attachments on a Utility Pole.

**1.16 Overlash**

To place an additional wire or cable Communications Facility onto an existing Attachment owned by Licensee.

**1.17 Pedestals/Vaults/Enclosures**

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).

**1.18 Permit**

Written or electronic authorization (see Appendix C) by Utility for Licensee to make or maintain Attachments to specific Utility Poles or spans of the Conduit System pursuant to the requirements of this Agreement.

**1.19 Pole**

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 Communications Facilities.

**1.20 Pole face**

Side of the Pole defined by the tangent line at the location of the Pole gain.

**1.21 Pole gain**

Manufacturer's identifying tag or brand affixed on the Pole.

**1.22 Post-Construction Inspection**

Inspection by Utility or Licensee or some combination of both to verify that the Attachments have been made in accordance with Applicable Standards and the Permit.

**1.23 Pre-Construction Survey**

All work or operations required by Applicable Standards and/or Utility to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole or within a span of the Conduit System. Such work includes, but is not limited to, field inspection and administrative processing.

**1.24 Reserved Capacity**

Capacity or space on a Pole or within a portion of the Conduit System that Utility has identified and reserved for its own future utility requirements at the time of the Permit grant, including the installation of communications circuits for operation of Utility's electric system.

**1.25 Riser**

Metallic or plastic encasement materials placed vertically on the Pole to guide and protect communications wires and cables.

**1.26 Tag**

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 from the ground.



### **1.27 Utility Facilities**

All personal property and real property owned or controlled by Utility, including but not limited to, Poles, Conduit System, anchors and related facilities.

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## **Article 2 - Scope of Agreement**

### **2.1 Grant of License**

Subject to the provisions of this Agreement, Utility grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain Attachments to Utility's Poles and to install its Communications Facilities within Utility's Conduit System.

### **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, which shall not be unreasonable withheld, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Licensee meets all requirements set forth in this Agreement, (iii) such Permit(s) comply with all Applicable Standards, and (iv) Licensee is current in all its obligations owed to Utility.

### **2.4 Assigned Space**

Access to Assigned Space on Utility Poles will be made available to Licensee with the understanding that such access will not be within Utility's Reserved Capacity. On giving Licensee at least sixty (60) calendar days prior notice, Utility may reclaim such Assigned Space anytime during the period following the installation of Licensee's Attachment in which this Agreement is effective if required for Utility's future use. 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. Licensee shall not be required to bear any of the costs or rearranging or replacing its Attachment(s), if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity.

### **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 Utility 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 Communications Facilities to any specific Pole or within any specific portion of the Conduit System.

**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 statutory service requirements.

**2.8 Expansion of Capacity**

Utility will take reasonable steps, at Licensee's sole expense, to expand Pole Capacity/Conduit System 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 or portion of Conduit System for use when such Pole/Conduit System is not needed for Utility's own 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 or Conduit System 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, subject to the provisions of Article 11 and Article 23 of this Agreement.

**2.11 Overlapping**

The following provisions will apply to Overlapping:



- 2.11.1** Licensee shall obtain a Permit for each Overlashing, pursuant to the requirements of Article 6. Absent such authorization, Overlashing constitutes an unauthorized Attachment and is subject to removal or, at Utility's discretion, imposition of an Unauthorized Attachment fee, as specified in Appendix A, Item 3.
- 2.11.2** If Licensee demonstrates that the Overlashing of Licensee's Attachment(s) is required to accommodate Licensee's Communications Facilities, and such overlashing does not exceed a combined cross-sectional area of three square inches (two-inch diameter), Utility shall not withhold Permits for such Overlashing if it can be done consistent with Paragraph 2.3. Overlashing performed pursuant to this Paragraph 2.11.3 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 Overlashing 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 2.11.4 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 to place a Pedestal, Vault and/or other Enclosure within four (4) feet of a Utility Pole, all such installations shall be per the Specifications in Appendix D of this Agreement. Such permission shall not be unreasonably withheld. Further, Licensee agrees to move any such above-ground enclosures in order to provide sufficient space for Utility to set a replacement Pole. If Utility installs or relocates Utility Facilities within four (4) feet from Licensee's existing Pedestal, vault, and/or enclosure, Licensee shall not be in violation per Article 4.5 of this Agreement.

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## **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 of the billing date of the invoice.

### **3.3 Billing of Attachment Fee**

Utility shall invoice Licensee in advance for the per-Pole Attachment fee annually. Utility will submit to Licensee an invoice for the annual rental period on or about July 31st of each year. The initial rental period shall commence on March, 31, 2017 and conclude on June 30th, 2018. Attachment fees for the initial rental period will be billed on a pro-rated basis and, if applicable, attachment fees collected under a previous contract for this same initial rental period will be credited toward this billing on the same pro-rated basis. Each subsequent annual rental period shall commence on July 1st, and conclude on June 30th of the following year. The invoice shall set forth the total number of Utility Poles or portion of Conduit System on/in which Licensee was issued and/or holds a Permit(s) for Attachments during such annual rental period, including any previously authorized and valid Permits. Attachment fees for permits issued throughout a rental period shall commence on the date of permit approval and be pro-rated for the remainder of the current rental period.

### **3.4 Refunds**

No fees or charges as specified in Appendix A shall be refunded on account of any surrender of a Permit granted hereunder. Nor shall any refund be owed if Utility abandons a Pole or portion of Conduit System.

### **3.5 Late Charge**

If Utility does not receive payment for any fee or other amount owed within thirty (30) calendar days of the billing date, Licensee, upon receipt of fifteen (15) calendar days written notice, shall pay interest on the amount due to Utility, at the maximum rate allowed by Michigan State law, currently One and One Half Percent (1.5%) per month.

### **3.6 Payment for Work**

Licensee will be responsible for payment of all reasonable costs to Utility for all work Utility or Utility's contractors perform pursuant to this Agreement to accommodate Licensee's Communications Facilities.

### **3.7 Advance Payment**

At the discretion of Utility, Licensee may be required to pay in advance all reasonable costs, including but not limited to construction, inspections and Make-Ready Work



### **3.7 Advance Payment**

At the discretion of Utility, Licensee may be required to pay in advance all reasonable costs, including but not limited to construction, inspections and Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Communications Facilities pursuant to the procedures set forth in Articles 6 and 7 below.

### **3.8 True-Up**

Whenever 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 the activity exceeds the advance payment of estimated expenses, Licensee agrees to pay Utility for the difference in cost, provided that Utility documents such costs with sufficient detail to enable Licensee to verify the charges. To the extent that Utility's actual cost of the activity is less than the estimated cost, Utility shall 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 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, number of persons employed by classification and materials used and cost of materials. In addition, if Licensee is required to perform work and fails to perform such work necessitating its completion by Utility, Utility will charge the actual cost to perform such work plus either an additional ten percent (10%) to its costs, or assess the fee specified in Appendix A (4), whichever is the greater amount.

### **3.10 Work Performed by Utility**

Wherever this Agreement requires Utility to perform any work, Licensee acknowledges and agrees that Utility, at its sole discretion, may utilize its employees or contractors, or any combination of the two to perform such work.

### **3.11 Default for Nonpayment**

Nonpayment of any amount due under this Agreement beyond sixty (60) days shall constitute a default of this Agreement.

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## **Article 4 - Specifications**

### **4.1 Installation/Maintenance of Communications Facilities**

When a Permit is issued pursuant to this Agreement, Licensee's Communications Facilities shall be installed and maintained in accordance with the requirements and

specifications of Appendix D. All of Licensee's Communications Facilities must comply with all Applicable Standards: The National Electrical Safety Code (NESC), the National Electrical Code (NEC), Utility's Construction Standards and all other applicable federal, state and local codes and requirements. Licensee shall be responsible for the installation and maintenance of its Communications Facilities. Licensee shall, at its own expense, make and maintain its Attachments in safe condition and good repair, in accordance with all Applicable Standards. Upon execution of this Agreement, Licensee is not required to modify, update or upgrade its existing Attachments where not required to do so by the terms and conditions of this or prior Agreements, prior editions of the National Electrical Safety Code (NESC) or prior editions of the National Electrical Code (NEC).

#### **4.2 Tagging**

Licensee shall Tag all of its Communications Facilities as specified in Appendix D and applicable federal, state and local regulations upon installation of such Facilities. Within one year of the execution of this Agreement, Licensee shall also tag any untagged Communications Facilities that were on Utility Poles or in its Conduit System on the effective date of this Agreement. Failure to provide proper tagging will be considered a violation of the Applicable Standards.

#### **4.3 Interference**

Licensee shall not allow its Communications Facilities to impair the ability of Utility or any third party to use Utility's Poles or Conduit System nor shall Licensee allow its Communications Facilities to interfere with the operation of any Utility or third-party Facilities. The attachment rights subsequently granted by Utility to other attaching entities pursuant to licenses, permits, or rental agreements shall not limit nor interfere with any prior attachment rights granted to the Licensee hereunder or result in further rearrangement or make-ready costs without reimbursement.

#### **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, consistent with applicable standards. Licensee shall at its own expense install protective devices designed to handle voltage and current impressed on its Communications Facilities, in the event of a contact with the supply conductor, as specified in applicable standards. Except as provided in Paragraph 16.1, Utility shall not be liable for any actual or consequential damages to Licensee's Communications Facilities, Licensee's customers' facilities, or to any of Licensee's employees, contractors, customers, or other persons.

#### **4.5 Violation of Specifications**

If Licensee's Communications Facilities, or any part thereof, are installed, used or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within sixty (60) calendar days from receipt of written notice of the violation(s) from Utility, Utility at its option, may correct such conditions or consider



the violation an unauthorized attachment, pursuant to Article 14.1. Utility will attempt to notify Licensee in writing prior to performing such work whenever practicable. When Utility reasonably 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 or within Utility's Conduit System.

#### **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 Licensees. 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. If Utility uses the space for its own needs or makes them available to other parties, then from the date that Utility or a third party begins to use such space, Licensee may obtain a refund on the portion of any Attachment Fees that it has paid in advance for that space. For purposes of this paragraph, Licensee's access rights shall not be deemed effective until any necessary Make-Ready Work has been performed.

#### **4.8 Interference Test Equipment**

To the extent Licensee furnishes cable television 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 year (365 days) 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.

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## **Article 5 - Private and Regulatory Compliance**

### **5.1 Necessary Authorizations**

Before Licensee occupies any of Utility's Poles or any portion of Utility's Conduit System, Licensee shall obtain from the appropriate public or private authority, or from any property owner or other appropriate person, any required authorization to construct, operate, or maintain its Communications Facilities on public or private property. 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 and pay for all necessary approvals to occupy public/private rights-of-way and easements and all necessary licenses and authorizations to provide the services that it provides over its Communications Facilities. Licensee shall defend, indemnify, and reimburse Utility for all losses, costs, and expenses, 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 Communications Facilities on Utility's Poles or within its Conduit System or to provide particular services.

### **5.2 Lawful Purpose and Use**

Licensee's Communications 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 or Conduit System on which the Attachment of Licensee's Communications 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 Communications 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. If Licensee does not remove its Communications Facilities in question within thirty (30) days receiving written notice from Utility, Utility may at its option perform such removal at Licensee's expense. Notwithstanding the forgoing, Licensee shall have the right to contest any such forfeiture before any of its rights are terminated, provided that Licensee shall indemnify Utility for liability, costs, and expenses, including reasonable attorney's fees, that may accrue during Licensee's challenge.



#### **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 acknowledgment that Licensee has obtained all required Authorizations with respect to such Attachment. 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.

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### **Article 6 - Permit Application Procedures**

#### **6.1 Permit Required**

Licensee shall not install any Attachments on any of Utility's Pole or within any Utility Conduit System without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix B. Unless otherwise notified, Pre-existing Attachment(s) of Licensee as of the effective date of this Agreement shall be grandfathered with respect to Permitting, but shall be subject to Attachment Fees in future billing periods. Licensee shall provide Utility with a list, on Utility's provided spreadsheet, of all such pre-existing Attachments within six (6) months of the effective date of this Agreement. All such pre-existing Attachments shall comply with the terms of this Agreement within eighteen (18) 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.

##### **6.1.1 Service Drops**

The Licensee will notify Utility within thirty (30) days of the attachment of a service drop where an existing permitted Attachment exists. In the event that a service drop constitutes the initial Attachment to a given Pole, Licensee will be required to follow the permitting process set forth in paragraph 6.1. In this case, the Licensee will be allowed 30 days after the Attachment is made to complete the permitting process.

#### **6.2 Permits for Modifications or Overlashing**

Permits are required for any modifications to permitted attachments allowed under this Agreement, including Overlashing, as set out in Paragraph 2.11. Licensee, Licensee's Affiliate or other third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such Overlashing.

#### **6.3 Professional Certification**

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 Communications Facilities can be and were installed on the identified Poles or within specified portions of the Conduit System in compliance with the standards in Paragraph 4.1 and in accordance with the Permit. The professional engineer's, (or representative's, as described above), qualifications must include experience performing such work, or substantially similar work, on electric transmission or distribution systems.

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, Utility will review the Permit Application within thirty (30) days, and discuss any issues with Licensee, including engineering or Make-Ready Work requirements associated with the Permit Application. In the event of unusually large requests, Utility may require up to thirty (30) additional days of processing time. Failure of Utility to process an application within the times prescribed above shall not be the basis for any claim against Utility. Utility acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in engineering analysis.

##### **6.4.1 Review Period**

Utility shall review and respond to properly executed and complete Permit Applications for routine installations as promptly as is reasonable with a goal of providing a response during normal circumstances of within forty-five (45) days of receipt. For Permit Applications seeking Attachments to 50 or more Poles Utility may require additional time to review. Utility's response will either provide a written explanation as to why the Application is being denied, in whole or in part, or provide an estimate of the costs of all necessary Make-Ready Work.



- 6.4.2 Upon receipt of Utility's Make-Ready estimate Licensee shall have fourteen (14) days to approve the estimate and provide payment in accordance with this Agreement and the specifications of the estimate.
- 6.4.3 Utility will complete routine Make-Ready Work within ninety (90) days of receipt of payment. If there are extenuating circumstances that make the necessary Make-Ready more complicated or time-consuming, including but not limited to the number of Poles, seasonal weather conditions, Utility shall identify those factors in the Make-Ready estimate, and the parties shall agree upon a reasonable timeframe for completion.
- 6.4.4 Make-Ready Work for attachments of wireless Communications Facilities located above the electric space, if authorized under this Agreement, and for attachments within Conduits shall be provided on a reasonable, timely basis but are not subject to a specific time period.

#### **6.5 Permit as Authorization to Attach**

After receipt of payment of all costs and fees required by this Agreement, Utility will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s).

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### **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 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 in accordance with Paragraph 3.9 and trued up in accordance with 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. If Utility cannot perform the Make-Ready Work to accommodate Licensee's Communications Facilities within ninety -- (90) calendar days of Licensee's agreement to Make-Ready Work estimate, Licensee may request the ability to use a qualified contractor to perform such work, and shall specify when such

work would be performed. In all instances, “qualified contractors,” if allowed, must be pre-approved by Utility for such work on an annual basis.

#### **7.4 Scheduling of Make-Ready Work**

In performing all Make-Ready Work to accommodate Licensee’s Communications 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 Notification of Make-Ready Work**

Before starting Make-Ready Work, Utility shall notify all Attaching Entities of the date and location of the scheduled work and shall afford all such entities an opportunity to make any modifications to their existing Attachments in connection with the Make-Ready Work.

#### **7.6 Written Approval of Installation Plans Required**

With the exception of customer service drops, before making any Attachments to Utility’s Poles or Conduit System, including modification 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.

#### **7.7 Licensee’s Installation/Removal/Maintenance Work**

**7.7.1** 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, Conduit System, 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.

**7.7.2** All of Licensee’s installation, removal and maintenance work performed on Utility Poles or in the vicinity of other Utility Facilities, either by its employees or contractors, shall be in compliance with all applicable standards specified in Paragraph 4.1. Licensee shall assure that any person installing, maintaining, or removing its Communications Facilities is fully qualified and familiar with all Applicable Standards, the provisions of Article 17, and the Minimum Design Specifications contained in Appendix D.



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## **Article 8 - Transfers**

### **8.1 Transfers of Licensee's Communications Facilities**

If Utility reasonably determines that a transfer of Licensee's Communications Facilities is necessary, Utility will, at its option, either require Licensee to perform such transfer at its own expense within thirty (30) calendar days after receiving notice from Utility, or perform the transfer itself, using its personnel, and/or contractors. 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. The costs of such transfers shall be apportioned as specified under Article 9. 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 in emergency situations. In emergency situations, 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 following the occurrence. Irrespective of who owns Facilities that are overlashed on to Licensee's Attachments, Licensee is responsible for the transfer of such Facilities and the costs of doing so. At the option of Utility, Utility can be contracted to perform all such transfer work as part of the normal course of business. Utility will bill Licensee at Utility's cost. If Licensee chooses this option, a separate agreement must be executed with Utility.

### **8.2 Emergency Transfers of Licensees Communications Facilities**

When Utility reasonably determines that a transfer of Licensee's Communications Facilities is immediately necessary, Licensee agrees to allow such transfer. In such instances, Utility will, at its option, either perform the transfer using its personnel, and/or contractors. Utility shall not be liable for damage to Licensee's Facilities except to the extent provided in Paragraph 16.1. Utility shall 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. Utility will bill Licensee at Utility's cost.

### **8.3 Billing for Transfers Performed by Utility**

If Utility performs the transfer(s), Utility will invoice the Licensee for actual costs per Paragraph 3.9. Licensee shall reimburse Utility within thirty (30) calendar days of the billing date of the invoice.

### **8.4 Pole Removal**

The last Licensee on a Pole shall be required to remove the Pole as part of the transfer and dispose of the Pole in a manner acceptable to Utility. If Licensee is incapable of removing the Pole, Licensee shall provide prompt notification to Utility, and Utility will perform the removal and charge a Pole Removal Fee as specified in Appendix A. 2.



### **8.5 Transfer Indemnification**

Licensee agrees to save, defend, indemnify and hold Utility harmless from all claims under all theories of recovery for personal injury, death or property damage arising out of the presence or use of the Pole following Utility's termination of its use of the Pole.

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## **Article 9 - Pole Modifications and/or Replacements**

### **9.1 Licensee's Action Requiring Modification/Replacement**

If any Pole or Conduit 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 adequate Pole or Conduit space, including but not limited to replacement of the Pole and/or rearrangement or transfer of Utility's Facilities, as well as the facilities of other Attaching Entities. 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, in accordance with Paragraph 3.9. Utility, in 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 or Conduit from two or more prospective licensees within sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification of the Pole or Conduit or replacement of the Pole, Utility will allocate among such licensees the applicable costs associated with such modification or replacement.

### **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 without prior written permission of Utility. If permission is granted, any make-ready charges and a one-time anchor attachment fee as specified in Appendix A, Item 2, will apply.

### **9.4 Allocation of Costs**

The costs for any rearrangement or transfer of Licensee's Communications 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 shall be responsible for costs associated with the rearrangement or transfer of Licensee's Communications Facilities.
- 9.4.2** If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for all costs caused by the modification or replacement of the Pole as well as the costs associated with the transfer or rearrangement of any other Attaching Entity's Communications Facilities. When Licensee submits a Permit Application to Utility, Licensee shall submit evidence, in writing, that it has made arrangements to reimburse all affected Attaching Entities for their costs caused by the transfer or rearrangement of their Facilities. 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 9.4.2.
- 9.4.3** 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 replacement, as well as the costs for rearranging or transferring Licensee's Communications Facilities. Licensee shall cooperate with such third-party Attaching Entity to determine the costs of moving Licensee's facilities.
- 9.4.4** If the Pole must be modified or replaced for 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 and Licensee shall pay the costs of rearranging or transferring its Communications Facilities.

**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.

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**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 Communications Facilities are attached, it shall give Licensee notice in writing to that effect at least ninety (90) 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 Facilities, as the result of the action of a third party or other good cause 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 notice period, Licensee has not yet removed and/or transferred all of its Communications Facilities therefrom and has not entered into an agreement to purchase Utility's Facilities pursuant to Paragraph 10.2, Utility shall have the right, but not the obligation, subject to any applicable laws and regulations, to have Licensee's Communications 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, which is the value in place, at that time, of such abandoned Pole. 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, and purchase of the Poles under Article 10.2 is not an option, Licensee shall remove its Communications Facilities from any affected Poles within ninety (90) 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 failure to timely transfer, abandon or remove facilities fee provisions of Appendix A.

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### **Article 11 - Removal of Licensee's Facilities**

#### **11.1 Removal on Expiration/Termination**

At the expiration or other termination of this License Agreement or individual Permit(s), Licensee shall remove its Communications 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 to have such facilities removed at Licensee's expense.

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## **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 Communications Facilities on public or private property at the location of the particular Pole(s) or portion of the Conduit System covered by the Permit.

### **12.2 Surrender of Permitted Attachment(s)**

Licensee may at any time surrender any Permitted Attachment(s) and remove its Communications Facilities from the affected Pole(s) or segment of the Conduit System. Before commencing any removal, Licensee must submit to Utility a Permit Application indicating the name of the party performing such work, the number of attachments being removed, a sketch showing the location of the removal(s) and the proposed 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, Utility shall have the right, but not the obligation, to remove or transfer Licensee's Attachments at Licensee's expense.

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## **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 sixty (60) calendar days of notification or such lesser time as may be required for safety reasons. Except as provided for in Article 6.1, 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 entire inspection.

### **13.2 Notice**

Utility will provide reasonable notice of such inspections to the Licensee, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until notice has been received. When notified, Licensee will notify Utility if it wishes to participate in the inspection.

### **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 locations of its Attachments in an electronic format specified by Utility. If a map is not available, the Licensee will provide a list in an electronic format specified by Utility.

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## **Article 14 - Unauthorized Occupancy or Attachment**

### **14.1 Unauthorized Occupancy or Access Fee**

If any of Licensee's Attachments are found occupying any Pole or segment of the Conduit System for which no Permit has been issued, Utility, without prejudice to its other rights or remedies under this Agreement, will assess an Unauthorized Attachment Fee as specified in Appendix A, Item 3 and require the submittal of an Application for Permit as set forth under Article 6. Submittal of the Application for Permit does not guarantee the approval of the attachment. In the event Licensee fails to pay such Fee and submit the Application for Permit within thirty (30) calendar days of the billing date of the invoice, Utility has the right to remove such Communications 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.



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## **Article 15 - Reporting Requirements**

At the time that Licensee pays its annual Attachment Fee, Licensee shall also provide the following information to Utility, using the reporting form contained in Appendix E:

- 15.1** The Poles on which Licensee has installed, during the relevant reporting period, Risers and service drops, for which no Permit was required.
- 15.2** All Attachments that 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.

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## **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 and Conduit System at Licensee's sole risk. Notwithstanding the foregoing, Utility shall exercise reasonable precaution to avoid damaging Licensee's Communications Facilities and shall report to Licensee the occurrence of any such damage caused by its employees, agents or contractors. Subject to Paragraph 16.5, Utility agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the physical repair of such facilities damaged by the negligence or willful misconduct of Utility, provided, however, that the aggregate liability of Utility, to Licensee, in any fiscal year, 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, and any agent, contractor or subcontractor of Licensee, shall defend, indemnify and hold harmless Utility and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Utility under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney's fees of Utility and all other costs and expenses of litigation) ("Covered Claims") 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 by Licensee, or by Licensee's officers, directors, employees, agents or contractors, of Licensee's Communications Facilities, except to the extent of Utility's negligence or willful misconduct giving rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:

- 16.2.1** Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;
- 16.2.2** Cost of work performed by Utility that was necessitated by Licensee's failure, or the failure of Licensee's officers, directors, employees, agents or contractors, to install, maintain, use, transfer or remove Licensee's Communications Facilities in accordance with the requirements and specifications of this Agreement, or from any other work this Agreement authorizes Utility to perform on Licensee's behalf;
- 16.2.3** Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Licensee, or Licensee's officers, directors, employees, agents or contractors, pursuant to this Agreement or claims arising out of the presence or use of a Pole no longer used by Utility;
- 16.2.4** Liabilities incurred as a result of Licensee's violation, or a violation by Licensee's officers, directors, employees, agents or contractors, of any law, rule, or regulation of the United States, State of Michigan or any other governmental entity or administrative agency.

### **16.3 Procedure for Indemnification.**

- 16.3.1** Utility shall give prompt notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against Utility, Utility shall give the notice to Licensee no later than ten (10) calendar days after Utility receives written notice of the action, suit or proceeding.
- 16.3.2** Utility's failure to give the required notice will not relieve Licensee from its obligation to indemnify Utility unless Licensee is materially prejudiced by such failure.
- 16.3.3** Licensee will have the right at any time, by notice to Utility, to participate in or assume control of the defense of the claim with counsel of its choice. Utility agrees to cooperate fully with Licensee. If Licensee so assumes control of the defense of any third-party claim, Utility shall have the right to participate in the defense at its own expense. If Licensee does not so assume control or otherwise participate in the defense of any third-party



claim, Licensee shall be bound by the results obtained by Utility with respect to the claim.

**16.3.4** If Licensee assumes the defense of a third-party claim as described above, then in no event will Utility admit any liability with respect to, or settle, compromise or discharge, any third-party claim without Licensee's prior written consent, and Utility will agree to any settlement, compromise or discharge of any third-party claim which Licensee may recommend which releases Utility completely from such claim. Notwithstanding the foregoing, the provisions set forth above shall not apply in the event that Licensee has not assumed responsibility to indemnify Utility in full and satisfied Utility of Licensee's financial capacity to satisfy Licensee's defense and indemnification obligations to Utility. In the event Utility deems itself at risk, it retains the right to settle the claim and to assert the negligence of Licensee, seek recovery against Licensee, and settle any claim on such terms as Utility deems proper.

#### **16.4 Environmental Hazards**

Licensee represents and warrants that its use of Utility Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Utility Poles/Conduit System or transport to Utility Poles/Conduit System any hazardous substances and that Licensee's Communications 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 Communications 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 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/Conduit System.

Should Utility's Poles be declared to contain Hazardous Substances, Utility, shall be responsible for the disposal of its Pole. 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. Notwithstanding the above, Utility agrees to defend,

indemnify and hold harmless Licensee for any claims against Licensee related to Hazardous Substances or Conditions to the extent caused or created by Utility.

**16.5 Municipal Liability Limits**

No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Utility of any applicable State limits on municipal liability. No indemnification provision contained in this Agreement under which Licensee indemnifies Utility shall be construed in any way to limit any other indemnification provision contained in this Agreement.

**16.6 Attorney's Fees**

If Utility brings a successful action in a court of competent jurisdiction to enforce this Agreement, Licensee shall pay Utility's reasonable attorney's fees.

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**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 Poles or Conduit System and/or premises surrounding the Poles or Conduit System, prior to commencing any work on Utility Poles or within Utility's Conduit System or entering the premises surrounding such Poles or Conduit System. Licensee's responsibility is limited only to the extent necessary to perform Licensee's work.

**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 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 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. Notwithstanding the foregoing de-energization shall be at Utility's sole discretion and Utility shall determine the schedule for de-energization.

#### **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, and shall save, defend, indemnify and hold Utility harmless from claims arising from such damage and shall compensate Utility in full for its damages.

#### **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 or within Utility's Conduit System 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.

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## **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 State law at the time of the application of this provision for each accident. 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 non-owned private passenger autos and commercial vehicles used in connection with work under this Agreement. 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 coverage 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, 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 \$100,000, 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 or decreased 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 or decrease 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 employees or agents directly caused by the negligence of Licensee, 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.

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### **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.

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### **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.

#### **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 Overlashing, 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 Communications Facilities by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or Overlashing is not subject to this Paragraph 20.3.

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## **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.

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## **Article 22 - Issue Resolution Process**

### **22.1 Dispute Resolution**

Except for an action seeking a temporary restraining order or an injunction or to compel compliance with this dispute resolution procedure, the parties can invoke the dispute resolution procedures in this Article at any time to resolve a controversy, claim, or breach arising under this Agreement. Each party will bear its own costs for dispute resolution activity.

### **22.2 Initial Meeting**

At either party's written request, each party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties will conduct any meeting in-person or via conference call as reasonably appropriate.

### **22.3 Executive Meeting**

If after ninety (90) of the first in-person meeting of the senior representatives, the parties have not resolved the dispute to their mutual satisfaction, each party will designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute. To facilitate the negotiations, the parties may agree in writing to use mediation or another alternative dispute resolution procedure.

### **22.4 Unresolved Dispute**

If after sixty (60) days from the first executive-level, in-person meeting, the parties have not resolved the dispute to their mutual satisfaction; either party may invoke any legal means available to resolve the dispute, including enforcement of the default and termination procedures set out in Article 23.

### **22.5 Confidential Settlement**

Unless the parties otherwise agree in writing, communication between the parties under this Article will be treated as confidential information developed for settlement purposes, exempt from discovery, and inadmissible in litigation.



## **22.6 Business as Usual**

During any dispute resolution procedure or lawsuit, the Utilities will continue providing services to each other and performing their obligations under this Agreement.

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## **Article 23 - Termination of Agreement**

**23.1** Notwithstanding Utility's rights under Article 12, Utility shall have the right, pursuant to the procedure set out in Paragraph 23.2, 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:

**23.1.1** Construction, operation or maintenance of Licensee's Communications Facilities in violation of law or in aid of any unlawful act or undertaking;  
or

**23.1.2** Construction, operation or maintenance of Licensee's Communications Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental or private authority, subject to Paragraph 12.1; or violation of any other agreement with Utility; or

**23.1.3** Construction, operation or maintenance of Licensee's Communications Facilities without the insurance coverage required under Article 18.

**23.2** Utility will notify Licensee in writing within fifteen (15) calendar days, or as soon as reasonably practicable, of any condition(s) applicable to Paragraph 23.1 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 Communications 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 Communications Facilities are actually removed.

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## Article 24 - Term of Agreement

- 24.1** 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 two (2) years. Either party may terminate this Agreement at the end of the initial two (2) year term by giving to the other party written notice of an intention to terminate this Agreement at least one hundred eighty (180) calendar days prior to the end of the term. Upon failure to give such notice, this Agreement shall automatically continue in force on a year-to-year basis until terminated by either party after one hundred eighty (180) calendar day's written notice.
- 24.2** Even after the termination of this Agreement, Licensee's responsibility and indemnity obligations shall continue with respect to any claims or demands related to this Agreement.

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## Article 25 - 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.

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## Article 26 - Notices

- 26.1** 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 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:

Marshall Electric Utilities Director  
323 W. Michigan Ave.  
Marshall, MI 49068

If to Licensee, at:

Network/Construction  
380 Wright Industrial Parkway  
Pottersville, MI 48874

or to such other address as either party, from time to time, may give the other party in writing.



- 26.2** The above notwithstanding, the parties may agree to utilize electronic communications such as email for notifications related to the Permits application and approval process and necessary transfer or pole modifications.
- 26.3** Licensee shall maintain a staffed 24-hour emergency telephone number 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 fee of \$100 per incident, and shall eliminate Utility's liability to Licensee for any actions that Utility deems reasonably necessary given the specific circumstances.

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## **Article 27 - Entire Agreement**

This Agreement and its appendices constitute the entire agreement between the parties concerning attachments of Licensee's Communications Facilities on Utility's Poles or within Utility's Conduit System within the geographical service area covered by this Agreement. Unless otherwise expressly stated in this Agreement, all previous agreements, whether written or oral, between Utility and Licensee are superseded and of no further effect.

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## **Article 28 - 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; rather, it is the intent that the remaining provisions be administered as if the Agreement did not include the invalid provision.

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## **Article 29 - 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 the choice of law) of the State of Michigan or any regulatory agency of competent jurisdiction. The sole and exclusive venue of any legal action in regard to this Agreement will be in Superior Court of Calhoun County, Michigan.

If litigation arises out of this Agreement, the substantially prevailing party shall be entitled to recover all reasonable legal expenses including, but not limited to, attorney fees, expert witness fees, and travel and lodging expenses at trial and the appellate court level.



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## **Article 30 - Incorporation of Recitals and Appendices**

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

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## **Article 31 - Performance Bond**

On execution of this Agreement, Licensee shall provide to Utility a performance bond in an amount that is equal to two (2) times the annual Pole attachment fee set forth in Appendix A, Item 1 per Licensee Pole Attachment or Ten Thousand Dollars (\$10,000.00), whichever is greater. The required bond amount may be adjusted periodically to account for additions or reductions in the total number of Licensee's Pole Attachments. The bond shall be with an entity and in a form acceptable to Utility. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Agreement and for the payment by Licensee of any claims, liens, taxes, liquidated damages, penalties and fees due to Utility which arise by reason of the construction, operation, maintenance or removal of Licensee's Communications Facilities on or about Utility's Poles or within its Conduit System. Utility, at its sole discretion, may waive the requirement of a performance bond if the proposed Licensee, or its predecessor, is a regionally or nationally recognized communications provider having formally been in existence for a minimum of ten years and can demonstrate financial responsibility. Utility may waive the provisions of this Article for small government Licensees.

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## Article 32 - Force Majeure

- 32.1** 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. Licensee shall not be responsible for any charges associated with Utility Facilities for any periods that such facilities are unusable.
- 32.2** With the exception of emergency work done to Licensees facilities to correct for a violation in Licensees attachments (including emergency transfers), 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 33.1, 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.

# L I C E N S O R

NAME: \_\_\_\_\_ MARSHALL ELECTRIC DEPARTMENT \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ MARSHALL CITY CLERK \_\_\_\_\_

STATE: \_\_\_\_\_ MICHIGAN \_\_\_\_\_

COUNTY: \_\_\_\_\_ CALHOUN \_\_\_\_\_

I, the undersigned, a Notary Public in and for the State of MICHIGAN hereby certify that on the

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, personally appeared before me [NAME]

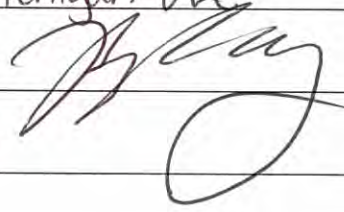
\_\_\_\_\_, [TITLE] \_\_\_\_\_

to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

\_\_\_\_\_  
Notary Public in and for the  
State of Michigan residing at

## L I C E N S E E

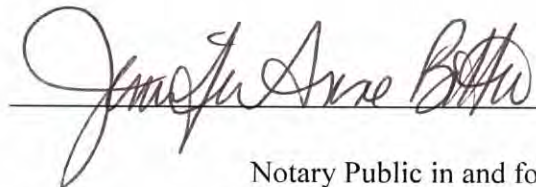
NAME: WideOpen West Mid-Michigan LLC  
BY: Bryant Murray   
TITLE: Operations Manager  
STATE: Michigan  
COUNTY: Eaton

I, the undersigned, a Notary Public in and for the State of MICHIGAN hereby certify that on the

31 day of March, 2017, personally appeared before me [NAME]

Bryant Murray, [TITLE] Operations Manager  
to me known to be the individual described in and who executed the foregoing instrument and  
acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

 2/2022

Notary Public in and for the  
State of Michigan residing at

Eaton County, Michigan



## APPENDIX A—Fees and Charges

### 1. Annual Pole Attachment Fee:

Effective July 1st, 2016: \$2.00 per attachment per year.  
(fee will be charged on a per Pole basis per Article 3.3)

### Adjustment of Annual Pole Attachment Fee:

By giving six (6) months' notice to the Licensee, Utility may from time to time adjust the rate specified in this section, effective as of the date on which the annual payment hereinabove provided for is to be computed next, following the expiration of the six-month notice period. If such changed rate is not acceptable to the Licensee, Licensee may terminate this agreement subject to terms provided for in Article 23 of this agreement.

### 2. Non-Recurring Fees:

- Permit Application Fee \$100.00 per Permit Application (20 Poles or Less)
- Permit Application Fee \$250.00 per Permit Application (21 or more Poles)
- Permit Application Fee (removals only) No charge
- Make Ready Work Charges - **See Article 3 of Agreement**
- Miscellaneous Charges - **See Article 3 of Agreement**
- Inspection Fees - **See Article 3 of Agreement**
- Anchor Attachment Fee..... \$25.00
- Pole Removal Fee.....\$150.00

**NOTE:** Permit Application fees may be adjusted periodically, but not more often than annually, to reflect increases in operating costs.

### 3. Unauthorized Attachment Fee:

- 3 x Annual Attachment Fee, per occurrence.

### 4. Failure to Timely Transfer, Abandon or Remove Facilities Fee:

- 1/5 Annual Attachment Fee per day, per Pole, first 30 days;
- Annual Attachment Fee per day, per Pole, second 30 days and thereafter.

## **APPENDIX B—Pole Attachment Permit Application Process**

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

1. Licensee shall submit a completed Permit Application (Appendix C) that includes: route map, information required in Appendix 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 specifications (Appendix D).
2. Utility will review the completed permit application and discuss any issues with the Licensee. Said review may involve an onsite inspection of proposed attachment(s) with Licensee's professional engineer or Utility approved Licensee employee or contractor.
3. 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.
4. Upon completion of the Make-Ready Work, Utility will sign and return the Application for Permit authorizing the Licensee to make its Attachment(s) in accordance with agreed-upon installation plans.
5. 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 thirty (30) calendar days after installation is complete



## APPENDIX C — Application for Permit

City of Marshall Electric  
Department  
323 W. Michigan Ave.  
Marshall, MI 49068  
Attn: Ed Rice  
(269) 781-3985 FAX (269)  
789-4628

### LICENSEE INFORMATION (Licensee)

Licensee Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_

Fax No. \_\_\_\_\_

Licensee hereby requests permission to occupy City of Marshall poles in accordance with the conditions set forth in Pole License Agreement, dated: \_\_\_\_\_

### GENERAL APPLICATION INFORMATION

Location (road name(s),  
general project  
description) \_\_\_\_\_

Section, Township, Range \_\_\_\_\_

Legal Authority (Provide  
information on  
documents applicable to  
project) -State  
Franchise/Permit # \_\_\_\_\_

City/County Franchise  
Permit # \_\_\_\_\_

Private Property  
Easements A.F. # \_\_\_\_\_

Utility Project Name,  
Work Order Number \_\_\_\_\_

Project Schedule (planned  
date of construction)

Name of Construction  
Company

Address

Phone

Fax No.

Contact Person

Construction Drawings (Attach maps, construction specifications, staking sheets, etc.)

Number of New poles  
contacted

Number of City anchors

Number of existing  
contacts to have added  
facilities

Term

Terminate

Pole Contacts

**TO BE COMPLETED BY UTILITY PERSONNEL**

Date Application received

Field Review

Final  
Review

Application Reviewed By

Permit Application Accepted

Date

Permit Application Fee  
Received

Billing Department Received Date

Permit Application Denied

Date of  
Explanation  
Letter

## 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.

A. All Attachments shall be made in accordance with the Applicable Standards as defined in Paragraph 1.2 of this Agreement.

B. Clearances

### 1. Attachment and Cable Clearances

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 drawings and specifications Utility may from time to time furnish Licensee. (See Drawings A-01 to A-09.)

### 2. Service Drop Clearance

The parallel minimum separation between Utility service drops and communications service drops shall be twelve (12) inches, and the crossover separation between the drops shall be twenty-four (24) inches. (See Drawing A-09.)

### 3. Sag and Mid-Span Clearances

Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are (a) achieved at Poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of twelve (12) inches of separation must be maintained between any other cables. At the Pole support, a six (6) inch separation must be maintained between Licensee and any other communications connection/attachment. (See Drawings A-06 to A-08.)

### 4. Vertical Risers

Unless otherwise directed by Utility, all Risers shall be placed on existing stand-off brackets or in the absence of stand-off brackets the riser shall be placed on the field-face quarter section of the Pole. All risers must be installed in conduit attached to the Pole with stand-off brackets. A two (2) inch clearance in any direction from cable, bolts, clamps, metal supports and other equipment shall be maintained. (See Drawing A-02.)

### 5. Climbing Space

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 back side of Utility Pole. 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 field face quarter section. (See Drawing A-15.)

#### 6. Pedestals and Enclosures

Every effort should be made to install Pedestals, Vaults and/or Enclosures a minimum of four (4) feet from Poles or other Utility Facilities. In the event that the placement of Pedestals, Vaults and/or Enclosures a minimum of four (4) feet from Poles or other Utility Facilities is not practical, Licensee shall contact Utility to obtain written approval of the proposed placement. Every effort should be made to install or relocate Utility Facilities a minimum of four (4) feet from Licensee's existing Pedestals, vaults and/or enclosures.

### C. Down Guys and Anchors

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Utility Poles by Licensee's Attachments. Guy wires must be anchored adequately.
2. Anchors and guy wires must be installed on each Utility Pole where an angle or a dead-end occurs. 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.
3. Licensee may not attach guy wires to the anchors of Utility or third-party user without the anchor owner's specific prior written consent.
4. 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.
5. Licensee's down guys shall be insulated.

### D. 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, or utility approved employee or contractor certifying that Licensee's aerial cable design fully complies

with the NESC, Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.

2. This certification shall include the confirmation that the design is in accordance with Pole strength requirements of the NESC, taking into account the effects of Utility Facilities and other Attaching Entities' facilities that exist on the Poles without regard to the condition of the existing facilities.

#### E. Miscellaneous Requirements

##### 1. Cable Bonding

Licensee's messenger cable shall be bonded to Utility's Pole ground wire at each Pole where a ground wire is available. (See Drawing A-03.)

##### 2. Customer Premises

Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.

##### 3. Communication Cables

All Communications cables/wires not owned by Utility shall be attached within the Communications space as defined in Section 235 of the NESC. (See Drawings A-01 to A-09.)

##### 4. Riser Installations

All Licensees' Riser installations shall be in Utility-approved conduit materials and placed on stand-off brackets.

##### 5. Tagging

Licensee's cables shall be identified with a tag acceptable to Utility within twelve (12) inches of each Attachment. The tag shall include at least the following: licensee name, and cable type. Tags shall be placed in such a way as to permit identification of Attaching Entity by observation from the ground.

#### F. Utility Construction Drawings and Specifications

1. Refer to the attached Utility Construction Drawings, and obtain additional construction specifications from Utility in accordance with its requirements.

2. Apply Utility's construction drawings and specifications in accordance with the NESC, NEC, MPSC and any other federal, state or local code requirements.



## APPENDIX E — Distribution Line Minimum Design Review Information and Worksheet

The following guidelines are provided, and corresponding 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 Class B construction for medium loading as outlined in the NESC Section 25.

Utility may or may not 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 comply with any NESC and/or Utility safety factors; whichever is more conservative, in their designs. The engineer for 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.

- 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 requirements.  
\_\_\_\_\_ (y/n) Placed permit number on plans.  
\_\_\_\_\_ (y/n) Complied with Michigan State Underground Facility Location requirements.  
\_\_\_\_\_ (y/n) Included sag/tension data on proposed cable.

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

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

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

Note: Items marked with an \* are required, other items are as requested by Utility.

**General:\***

- Licensee's Project No.
- Pole class [existing—*i.e.*, 4, 3, 2...]
- Pole height [existing—*i.e.*, 35, 40...]
- Pole type \_\_\_\_\_ Western Red, Cedar, Douglas Fir...]
- Pole fore span [feet]
- Pole back span[feet]
- Calculated bending  
moment at ground level [ft-lbs]

**Proposed:**

- Proposed cable: Type \_\_\_\_\_ qty \_\_\_\_\_ dia \_\_\_\_\_ @ \_\_\_\_\_ ft above ground line\*
- Proposed cable: Type \_\_\_\_\_ qty \_\_\_\_\_ dia \_\_\_\_\_ @ \_\_\_\_\_ ft above ground line\*

The minimum vertical clearance under all loading conditions measured from the proposed cable to ground level 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.

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]

Permit applicant's engineer shall provide for each transverse or dead end pole to which guy(s) are attached, the following information: \*

- Licensee's Plan Sheet Pole number(s)
- Corresponding Calculated guy tension under  
NESC maximum loading conditions [lbs]

## APPENDIX F—Field Data Summary Sheet Instructions

<u>Column</u>	<u>Instructions</u>
<b>Utility Pole Number .....</b>	Provide utility pole number. If a pole number is not in place, the accompanying sketch needs to be adequate to determine the location.
<b>Licensee's Pole Sketch ID Number .....</b>	This must correspond with the map, plan sheet or Pole Sketch pole identification number.
<b>Pole Height and Class .....</b>	List the present pole height and class.
<b>Pole to Pole Span Length.....</b>	List the back-span length between poles.
<b>Electrical Height.....</b>	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.
<b>Transformer.....</b>	Provide the elevation from ground up to the lowest point on a transformer, recloser, or voltage regulator if present on the pole.
<b>Street Light .....</b>	Provide the elevation from ground up to the lowest point on a street light if present on the pole.
<b>Attachment Height.....</b>	Licensee's proposed attachment height above ground level based on proposed poles.
<b>Mid Span Ground Clearance.....</b>	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.
<b>Mid Span Conductor Clearance .....</b>	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.
- Notes .....**List 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).

## Proposed Pole Attachment Field Inventory Data Sheet

Attaching Utility \_\_\_\_\_ Attachment Description \_\_\_\_\_

Project Name \_\_\_\_\_ Pole Lead \_\_\_\_\_ Ruling Span \_\_\_\_\_

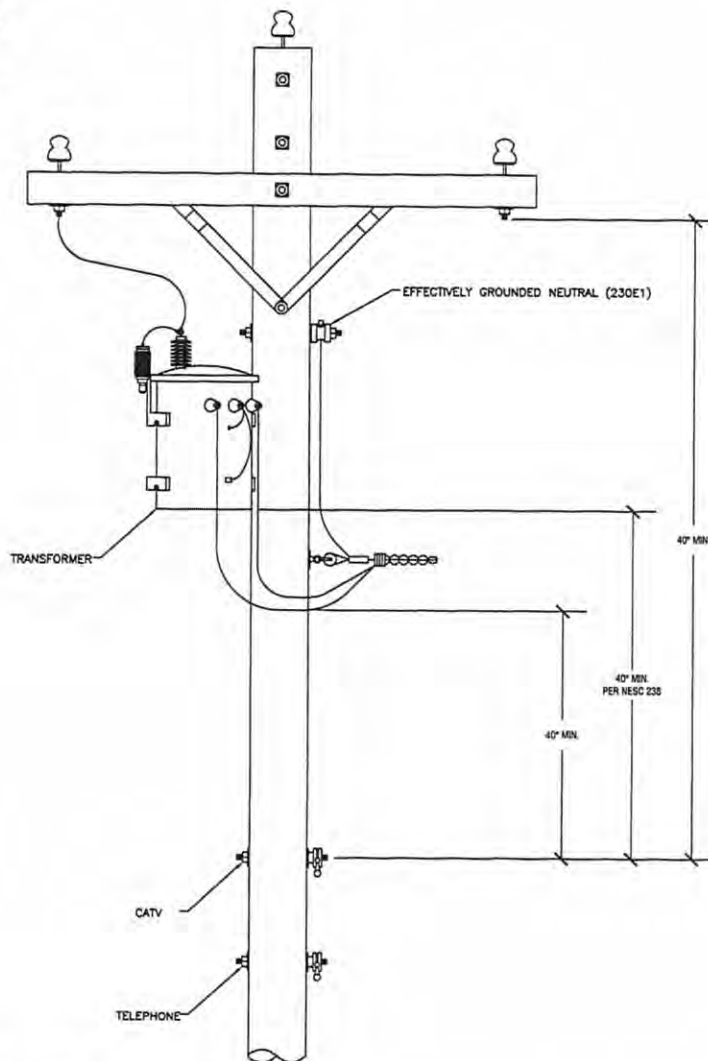
Utility Pole Number (if available)	Licensee's Pole Sketch ID Number (per map or plan sheet)	Pole Height & Class	Pole to Pole Span Length (from starting point)	Existing Electrical			Proposed Attachments			Existing Comm.			Proposed Attachments					Notes (items that need to be performed by Utility or other parties)
				Electrical Height (Elevation of lowest electrical conductor or equip; includes secondary, neutral, UG cable, top of riser)	Transformer (elevation to lowest point on equipment when present)	Street Light (elevation to lowest attachment point when present)	Proposed Height of New Attachment Point Based on Proposed Poles	Final Mid Span (low Point) Ground Clearance of Proposed Attachment	Final Mid Span (low point) Clearance from Proposed Attachment to Neutral / Secondary Conductors	Phone (Elevation, Messenger, Cables, Bundle Diameter)	CATV (Elevation, Messenger, Cables, Bundle Diameter)	OTHER (Elevation, Messenger, Cables, Bundle Diameter)	Messenger Size & Type	Cable Size, Weight, & Description	Total Bundle Diameter	Heavy Loaded Tension (NESC Rule 251)	Guy Size, Type & Rated Breaking Strength (if applicable)	



## Drawing A-01 – Overhead Minimum Clearances

NO COMMUNICATIONS POWER SUPPLY SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENTS, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.



### NOTE 1:

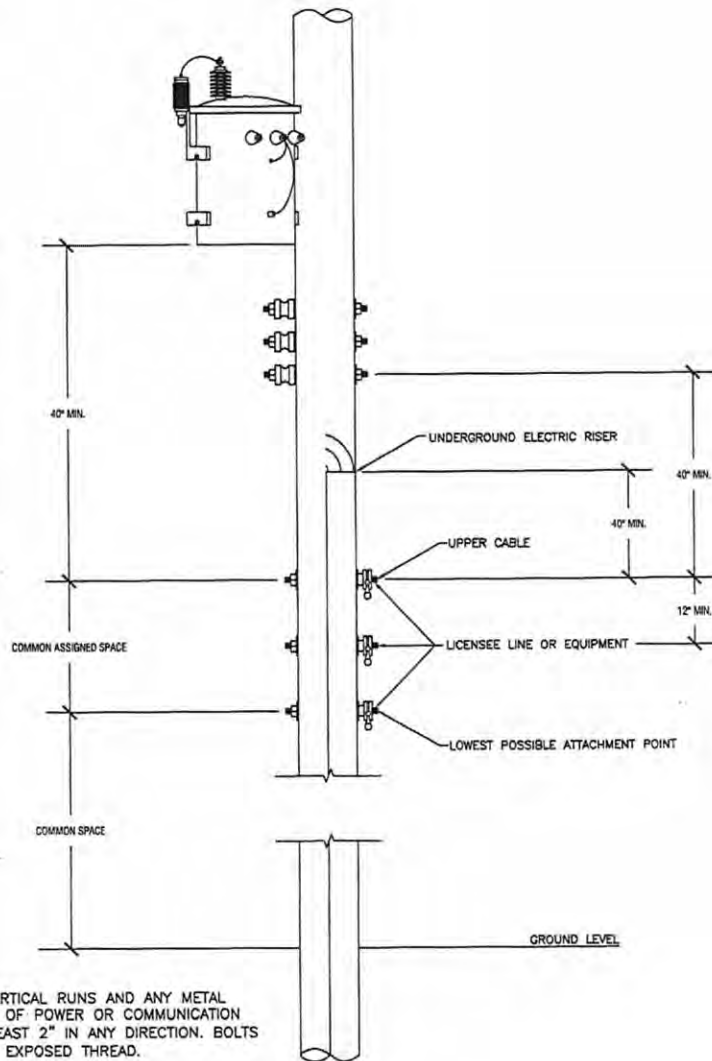
1. REFER TO THE ATTACHED UTILITY CONSTRUCTION STANDARDS, OR OBTAIN THE APPLICABLE CONSTRUCTION STANDARDS FROM UTILITY IN ACCORDANCE WITH THE AFFECTED UTILITY'S REQUIREMENTS.

2. APPLY THE UTILITY CONSTRUCTION STANDARDS IN COORDINATION OF THE APPLICABLE NESC, NEC OR STATE STATUTE CODE REQUIREMENTS.

3. SEE DRAWING A-02 FOR ADDITIONAL NOTES.

A	03/15/2013
POLE ATTACHMENTS	
OVERHEAD MINIMUM CLEARANCES	
NTS	A-01

## Drawing A-02—Overhead Minimum Clearances



**NOTE 1:**

1. SEPARATION BETWEEN VERTICAL RUNS AND ANY METAL PARTS OR THROUGH BOLTS OF POWER OR COMMUNICATION EQUIPMENT SHALL BE AT LEAST 2" IN ANY DIRECTION. BOLTS SHALL HAVE LESS THAN 2" EXPOSED THREAD.

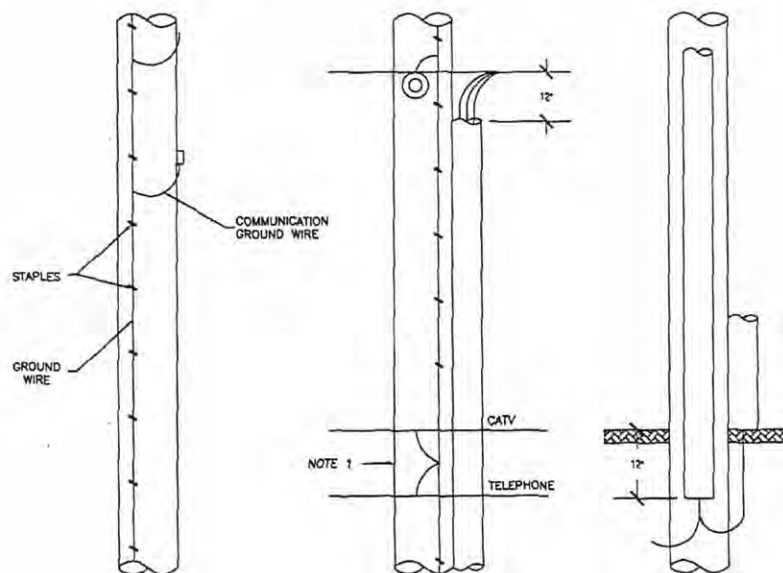
2. NO COMMUNICATION EQUIPMENT SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

3. THE ABOVE CLEARANCES MAY HAVE TO BE INCREASED TO ALLOW FOR CODE CLEARANCE REQUIREMENT IN MID SPAN.

4. LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENTS CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENT, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

	A	03/15/2013
POLE ATTACHMENTS		
OVERHEAD MINIMUM CLEARANCES		
NTS	A-02	

## Drawing A-03—Grounding Connections



NO COMMUNICATION EQUIPMENT SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

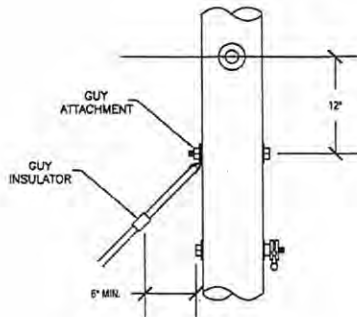
LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENTS, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

### NOTE 1:

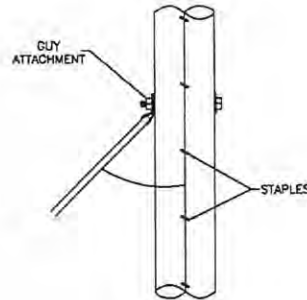
1. LICENSEE SHALL BOND TO UTILITY POLE GROUND WHEREVER UTILITY HAS A DOWN GROUND ON THE POLE. IF THE GROUND IS UNDER THE METAL U-GUARD, CONTACT UTILITY TO MAKE THE GROUND CONNECTION.
2. IF NO POLE GROUND EXISTS INSTALL A POLE DOWN GROUND ON THE POLE. PROTECT THE POLE GROUND WITH A GROUND WIRE Moulding. TOP OF GROUND ROD SHALL BE AT LEAST 6" BELOW GRADE.
3. BOND WIRE SHALL BE #6 BARE COPPER OR LARGER. IF BOND WIRE IS UNSUPPORTED MORE THAN 12" LONG, STAPLE TO POLE.
4. WHEN COMMUNICATION'S ARE UNDERGROUND, THE POWER IS OVERHEAD AND IT IS REQUIRED THAT THE COMMUNICATIONS GROUND BE INTERCONNECTED TO THE POWER SUPPLY GROUND, THE CONNECTION SHALL BE MADE BELOW GRADE.
5. IN NO CASE SHALL LINCENSEE GROUND BE CONNECTED TO GUYS/ANCHORS.
6. IF A NEUTRAL ISOLATION DEVICE IS INSTALLED ON THIS POLE THE ATTACHER MUST CONTACT UTILITY FOR SPECIAL GROUNDING INSTRUCTIONS.
7. LICENSEE'S MESSENGER CABLE SHALL BE BONDED TO UTILITY'S POLE GROUND WIRE AT EACH POLE THAT HAS A GROUND WIRE.

	A	03/15/2013
POLE ATTACHMENTS		
GROUNDING CONNECTIONS		
NTS	A-03	

## Drawing A-04—Guy Wire Requirements



INSULATED GUY OPTION



GROUNDING GUY OPTION

CONTACT UTILITY TO DETERMINE  
IF GUYS ARE TO BE INSULATED OR  
GROUNDED.

**NOTE 1:**

1. LICENSEE SHALL BE RESPONSIBLE FOR PROCURING AND INSTALLING ALL ANCHORS AND GUY WIRES TO SUPPORT THE ADDITIONAL STRESS PLACED ON UTILITY'S POLES BY LICENSEE'S ATTACHMENTS.
2. ANCHORS AND GUY WIRES MUST BE SET ON EACH UTILITY POLE WHERE THERE IS A TURN OR ANGLE AND ON ALL DEAD-END UTILITY POLES.
3. LICENSEE MAY NOT PLACE GUY WIRES ON THE ANCHORS OF UTILITY OR THIRD PARTY USER WITHOUT PRIOR WRITTEN CONSENT OF ALL ATTACHING ENTITIES AND ANCHOR OWNERS.
4. NO ATTACHMENT MAY BE INSTALLED ON A UTILITY POLE UNTIL ALL REQUIRED GUYS AND ANCHORS ARE INSTALLED, NOR MAY ANY ATTACHMENT BE MODIFIED 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.
5. LICENSEE'S DOWN GUYS SHALL NOT BE BONDED TO GROUND OR NEUTRAL WIRES OF UTILITY'S POLE AND SHALL NOT PROVIDE A CURRENT PATH TO GROUND FROM THE POLE GROUND OR POWER SYSTEM NEUTRAL. IF PERMITTED OR REQUIRED BY THE UTILITY, GROUNDED GUYS SHOULD BE INSTALLED.
6. ON JOINTLY USED STRUCTURES, GUYS THAT PASS WITHIN 12" OF SUPPLY CONDUCTORS, AND ALSO PASS WITHIN 12" OF COMMUNICATION CABLES, SHALL BE PROTECTED WITH A SUITABLE INSULATING COVERING WHERE THE GUY PASSES THE SUPPLY CONDUCTORS, UNLESS THE GUY IS EFFECTIVELY GROUNDED OR INSULATED WITH A STRAIN INSULATOR AT A POINT BELOW THE LOWEST SUPPLY CONDUCTOR AND ABOVE THE HIGHEST COMMUNICATION CABLE.

NO COMMUNICATION EQUIPMENT SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

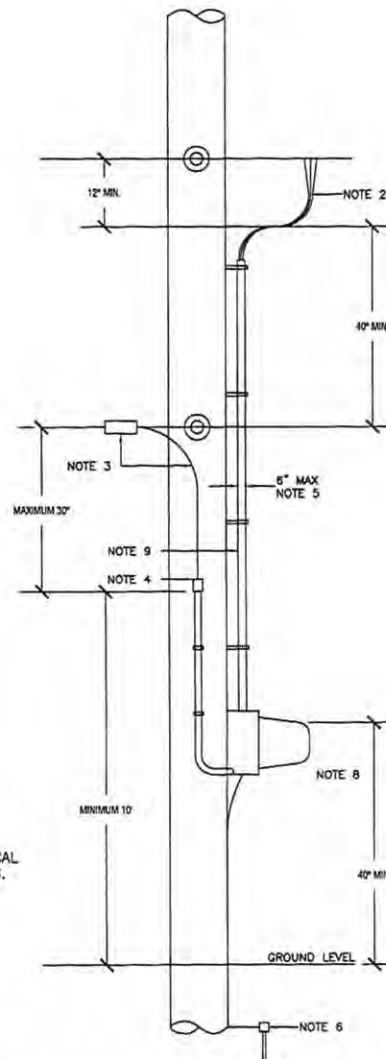
LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENTS, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

A	
POLE ATTACHMENTS	
GUY WIRE REQUIREMENTS	
NTS	A-04

## Drawing A-05—Power Service

NO COMMUNICATIONS POWER SUPPLY SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENTS, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.



### NOTE 1:

1. THIS INSTALLATION SHALL COMPLY WITH ALL APPLICABLE ELECTRICAL CODES AND STATE, CITY, VILLAGE, TOWN, AND UTILITY REQUIREMENTS.

2. SERVICE ENTRANCE CONDUCTORS SHALL EXTEND 30\"

3. COMMUNICATION POWER SUPPLY CABLE.

4. COMMUNICATION POWER SUPPLY.

5. 6\"

6. GROUNDING SHALL BE IN ACCORDANCE WITH NATIONAL ELECTRIC CODE ARTICLE 250. TOP OF ROD TO BE 6\"

7. LOCATION OF ALL LICENSEE EQUIPMENT IS TO BE APPROVED BY UTILITY AND SHALL BE RELOCATED BY LICENSEE IF INCORRECT.

8. PROOF OF COMPLIANCE SHALL BE APPROPRIATELY CERTIFIED. INSTALL DISCONNECT AND OVERCURRENT PROTECTION WITH METER.

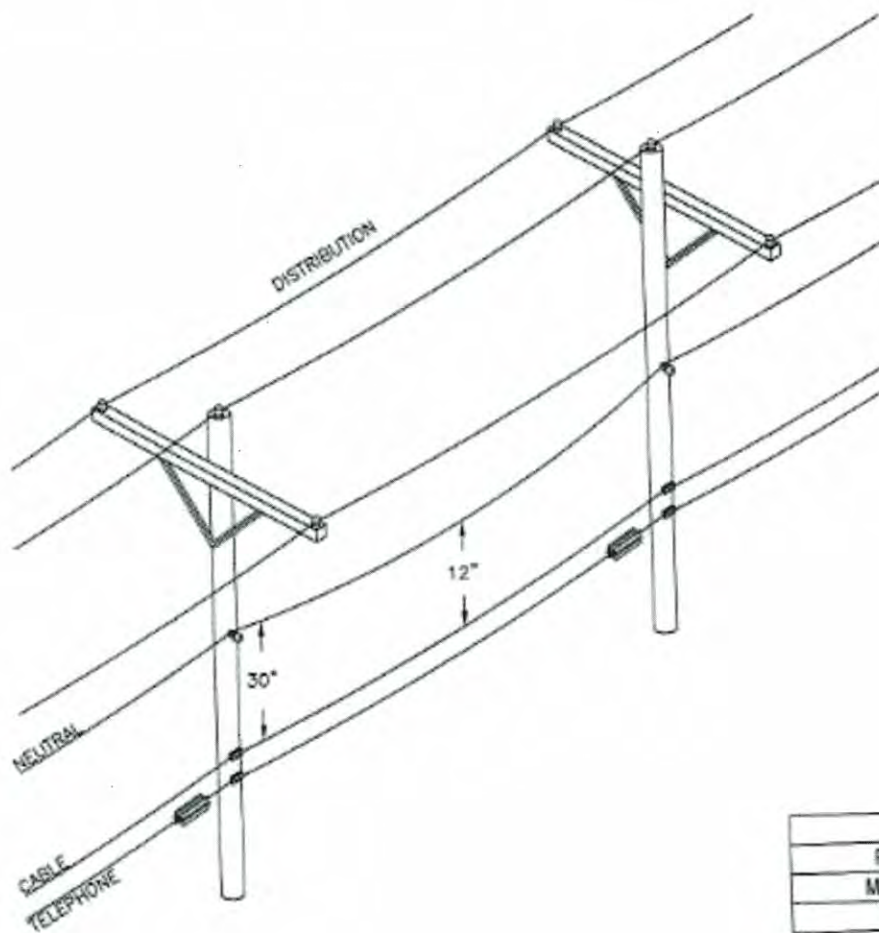
9. ALL RISERS ON POLES WILL BE PLACED IN RIGID STEEL OR ALUMINUM METALLIC CONDUIT ON THE QUARTER FACES OF THE POLE.

10. THIS SERVICE DETAIL APPLIES TO ALL COMMERCIAL USERS REQUIRING POWER FOR POLE MOUNTED DEVICES.

	A	03/15/2013
POLE ATTACHMENTS		
POWER SERVICE		
NTS	A-05	

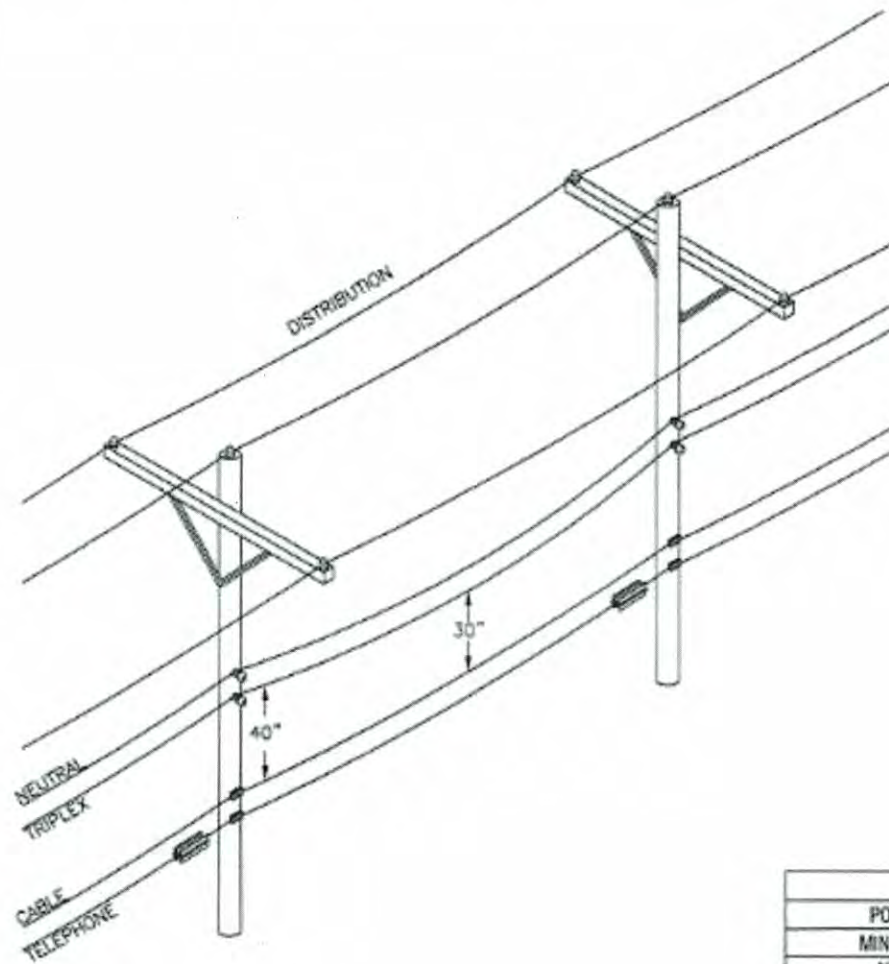


**Drawing A-06—Minimum Clearance at Pole/Midspan from Neutral**



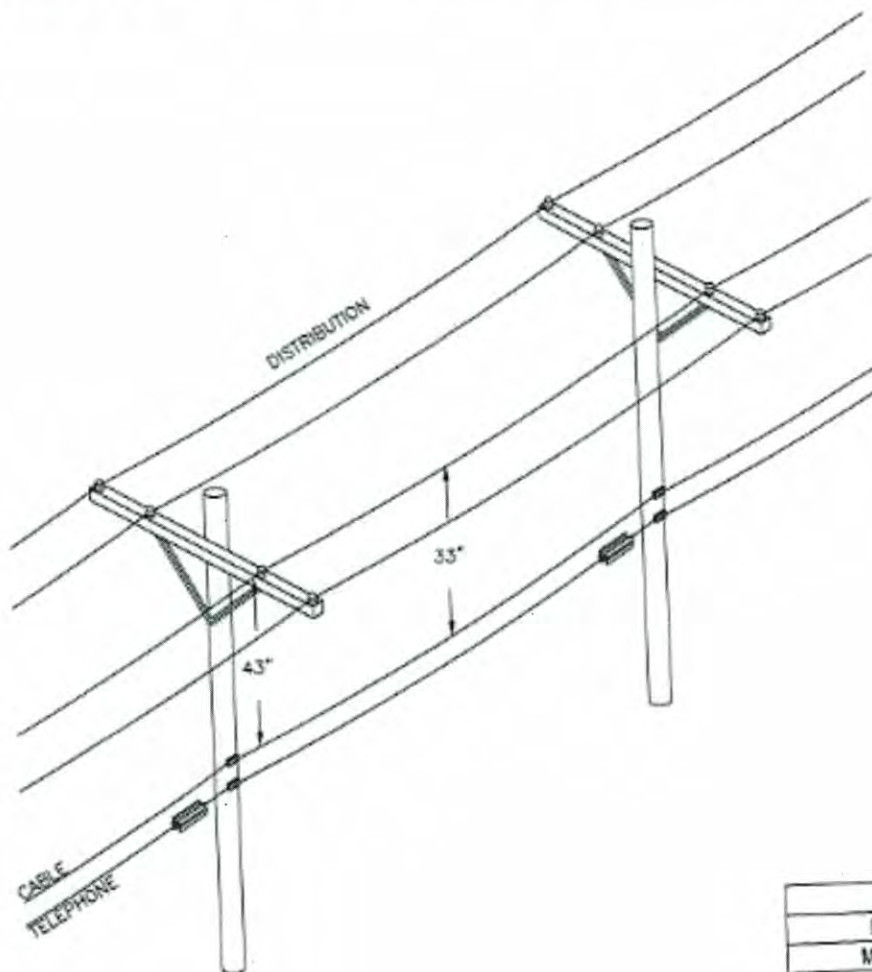
	A	03/15/2013
POLE ATTACHMENTS		
MINIMUM CLEARANCES		
NTS	A-06	

**Drawing A-07 – Minimum Clearance at Pole/Midspan from Secondary**



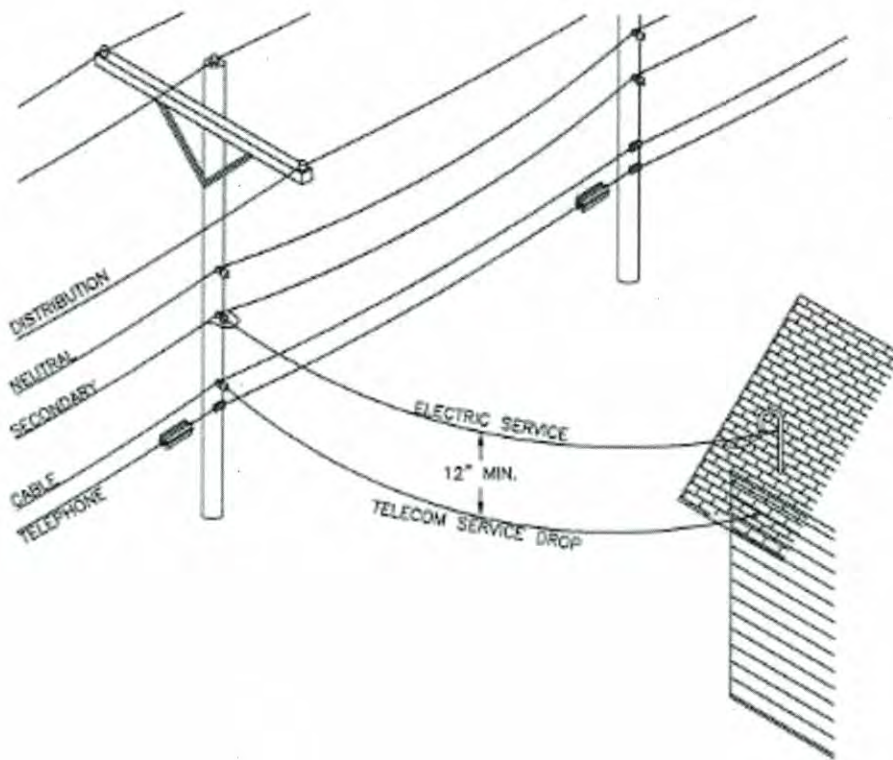
	A	03/15/2013
POLE ATTACHMENTS		
MINIMUM CLEARANCES		
NTS	A-07	

**Drawing A-08 – Minimum Clearance at Pole/Midspan from Primary**



A 03/15/2013	
POLE ATTACHMENTS	
MINIMUM CLEARANCES	
NTS	A-08

**Drawing A-09—Midspan Service Drop Clearance from Electric Service**

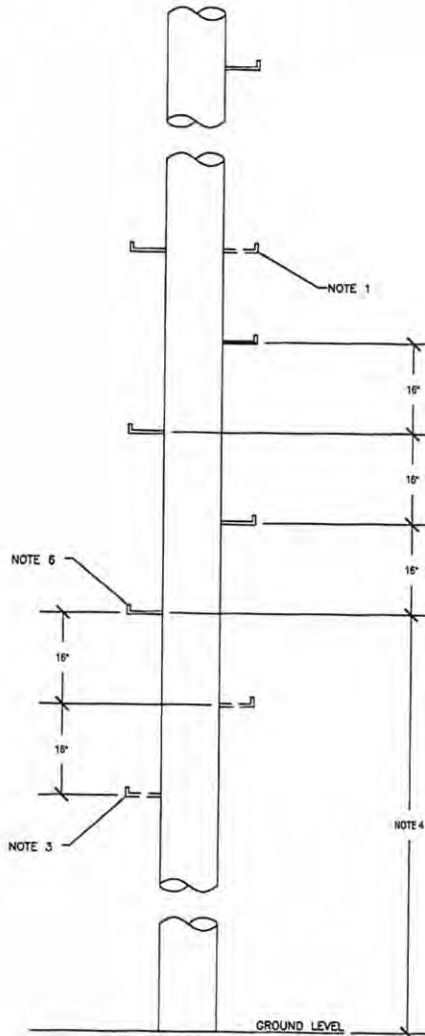


A	03/15/2013
POLE ATTACHMENTS	
MINIMUM CLEARANCE SERVICE AND ROADWAY	
NTS	A-09

### Drawing A-10—Pole Step Requirements

NO COMMUNICATIONS POWER  
SUPPLY SHALL BE MOUNTED ON  
POLES EXCEPT BY PERMISSION OF  
UTILITY.

LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENTS, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.



POLE STEPS MUST BE AUTHORIZED BY THE UTILITY BEFORE INSTALLATION.

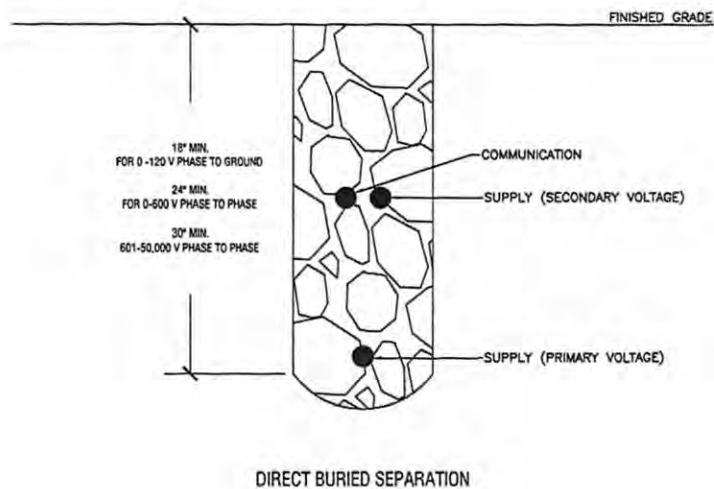
NOTE 1:

1. AN ADDITIONAL STEP SHALL BE PLACED OPPOSITE A STEP LOCATED WHERE WORK IS FREQUENTLY PERFORMED.
2. WHERE POLE IS SET CLOSE TO A BUILDING WITH AN ACCESSIBLE ROOF USE DETACHABLE STEPS FROM THE ROOF LEVEL UP TO A LEVEL 8 FT. ABOVE THE ROOF.
3. USE DETACHABLE POLE STEPS WHERE STEPS ARE REQUIRED BELOW THE 8 FT. LEVEL.
4. LOCATED LOWEST HOOK POLE STEP 8 FT. ABOVE THE GROUND ON DISTRIBUTION POLES AND 8 FT. ABOVE THE GROUND ON JOINT POLES.

	A	03/15/2013
POLE ATTACHMENTS		
POLE STEP REQUIREMENTS		
NTS	A-10	



## Drawing A-11 – Joint Trench Requirements

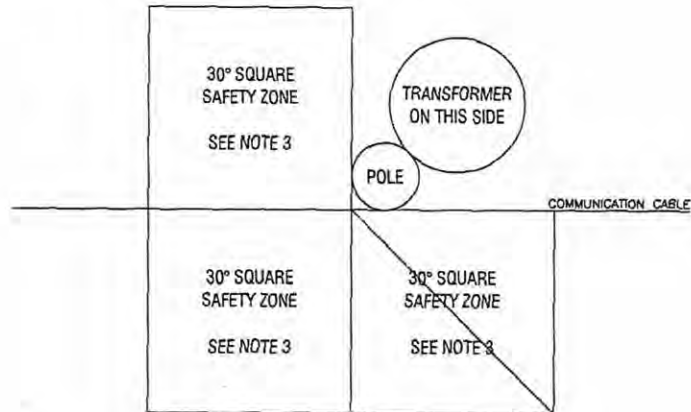


### NOTE 1:

1. COMMUNICATIONS EQUIPMENT SHALL MEET REQUIREMENTS OF NESC 345D.
2. COMMUNICATIONS CABLES SHALL BE RANDOM LAID WITH PRIMARY AND SECONDARY CABLES AS SPECIFIED IN NESC 354D.
3. THE BONDING CONDUCTOR REQUIRED NESC SHALL BE PROVIDED AS PART OF THE COMMUNICATIONS PEDESTAL INSTALLATION. A COMMUNICATIONS BONDING CONDUCTOR CLAMP OF SUFFICIENT LENGTH FOR ROUTING INTO THE SUPPLY PEDESTAL/TRANSFORMER NEUTRAL CONNECTOR SHALL BE PROVIDED.
4. INSTALLATION MAY BE BY PLOWING, TRENCHING, OR BACKHOE AS CONDITIONS WARRANT.

	A	03/15/2013
POLE ATTACHMENTS		
JOINT CABLE INSTALLATION		
NTS	A-11	

## Drawing A-15—Climbing Space Requirements



NO COMMUNICATIONS POWER SUPPLY SHALL BE MOUNTED ON POLES EXCEPT BY PERMISSION OF UTILITY.

LICENSEE'S ATTACHMENTS ON UTILITY POLES, INCLUDING METAL ATTACHMENT CLAMPS AND BOLTS, METAL CROSS ARM SUPPORTS, BOLTS AND OTHER EQUIPMENTS, MUST BE ATTACHED SO AS TO MAINTAIN THE MINIMUM SEPARATIONS SPECIFIED IN THE NESC AND IN THESE DRAWINGS AND SPECIFICATIONS.

### NOTE 1:

1. FOR NEW CABLE INSTALLATIONS LOCATE CABLE ON THE SAME SIDE OF THE POLE AS UTILITY'S LOWEST CONDUCTOR.
2. STANDOFF BRACKETS TO MOUNT CABLE TO POLE ARE NOT ALLOWED WITHOUT APPROVAL OF UTILITY.
3. CLIMBING AND WORKSPACE THROUGH THE COMMUNICATION SPACES SHALL EXTEND FROM 40' BELOW THE LOWEST COMMUNICATION CABLE TO THE TOP OF THE POLE.
4. ON TRANSFORMER POLES THE COMMUNICATION SERVICE DROPS SHALL BE LOCATED SO THAT THEY ORIGINATE FROM THE MESSENGER ON THE SIDE OF THE POLE OPPOSITE THE TRANSFORMER.
5. MINIMUM CLEARANCES FOR CLIMBING AND WORKING SPACE SHALL BE FOLLOWED AS PER NESC SECTION 236.

	A	03/15/2013
POLE ATTACHMENTS		
CLIMBING SPACE REQUIREMENTS		
NTS	A-15	