

CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

HEATHER JARRELL ROE

Treasurer

STAN ELDRIDGE

Trustees

JOHN P. NEWMAN II

GLORIA PETERSON

DEBBIE SWANSON

JIMMIE WILSON, JR.

June 29, 2021

Special Meeting – 5:00pm

Ypsilanti Township Civic Center

7200 S. Huron River Drive

Ypsilanti, MI 48197



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK HEATHER JARRELL ROE • TREASURER STAN ELDRIDGE
TRUSTEES: JOHN NEWMAN II • GLORIA PETERSON • DEBBIE SWANSON • JIMMIE WILSON, JR.

SPECIAL MEETING

**THIS MEETING WILL BE CONDUCTED ELECTRONICALLY.
PLEASE USE THE INSTRUCTIONS BELOW OR VISIT YTOWN.ORG**

WEDNESDAY, TUESDAY JUNE 29, 2021 – 5:00PM

A Special Meeting of the Charter Township of Ypsilanti Board of Trustees has been called by Supervisor Brenda Stumbo for the following items:

AGENDA

1. REQUEST TO APPROVE LETTERS OF AGREEMENT FOR WAGE RE-OPENERS FOR TOWNSHIP AFSCME, 14-B AFSCME AND TEAMSTER BARGAINING GROUPS
2. REQUEST TO APPROVE THE CAMERA ATTACHMENT AGREEMENT FOR DISTRIBUTION POLES, CONDUITS AND TRENCHES WITH DTE
3. REQUEST TO APPROVE A CONTRACT WITH THE WASHTENAW COUNTY SHERIFF'S OFFICE TO FACILITATE COLLABORATIVE SHARING OF A SCHOOL RESOURCE OFFICER FOR THE SUMMER MONTHS FOR LINCOLN CONSOLIDATED SCHOOLS IN THE AMOUNT OF \$33,123.00 BUDGETED IN LINE ITEM #266-301-000-831-008

Supervisor
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Charter Township of Ypsilanti

Clerk's Office

7200 S. Huron River
Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156

**Charter Township of Ypsilanti
Public Meeting Notice
Board of Trustees Special Meeting
June 29, 2021 5:00pm**

PLEASE TAKE NOTICE that the Charter Township of Ypsilanti Board of Trustees will hold a special meeting on June 29, 2021 at 5:00pm. This meeting will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 approved under Washtenaw County Resolution 21-050.

Public comment will be handled by the "Raise Hand" method as instructed below within Participant Controls.

To comply with the Americans with Disabilities Act (ADA), Any citizen requesting accommodation to attend this meeting, and/or to obtain this notice in alternate formats, please contact Clerk's Office at 734-484-4700, at least two business days prior to the meeting.

Meeting Information:

Hi there,

You are invited to a Zoom webinar.

When: Jun 29, 2021 05:00 PM Eastern Time (US and Canada)

Topic: Township Board of Trustees Special Meeting June 29, 2021 at 5pm

Please click the link below to join the webinar:

<https://ytown.zoom.us/j/95703546270>

Or One tap mobile :

US: +13017158592,,95703546270# or +13126266799,,95703546270#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 957 0354 6270

International numbers available: <https://ytown.zoom.us/j/95703546270>

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided above.
2. Enter the Meeting ID number (also provided above) when prompted using your touch- tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provided below. The details include a link to “Join via computer” as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

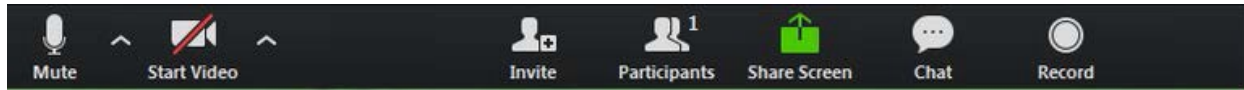
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number.
2. Enter the Meeting ID number (also provided above) when prompted using your touch- tone (DTMF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your 2- digit participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen, you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View Participant list – opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” shows the active speaker. “Gallery view” tiles all of the meeting participants.

If you have any further questions or concerns, please call 734-484-4700 or email Clerk Heather Jarrell Roe at hjarrellroe@ytown.org or Deputy Clerk Lisa Stanfield at lstanfield@ytown.org.

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN P. NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON JR.



**Human Resource
Department**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
ytown.org

MEMORANDUM

TO: Charter Township of Ypsilanti Board of Trustees

FROM: Karen Wallin, Human Resource Manager

DATE: June 23, 2021

RE: **Request approval of “Letter of Agreements” for wages re-openers for Township AFSCME, 14-B AFSCME and TEAMSTER Bargaining Groups as outlined.**

In December of 2020, Township Management entered into “*Letter of Agreements*” with Ypsilanti Township AFSCME Local 3451 and 14-B District Court AFSCME Local 3451 to extend both bargaining union contracts for one year through December 31, 2021. In addition to extending the contracts, the agreement addressed a “Wage Re-opener” for 2021 for both groups. The TEAMSTERS Collective Bargaining Agreement dated May 2, 2018 – December 31, 2021, Article 21 – Wages, section “B” states “*As of January 1, 2021, both the TEAMSTERS and Township agree to a wage re-opener*”.

To meet requirements of the contract extension agreements and current TEAMSTER contract language it is recommended that the attached “Letter of Agreements” be approved with the following benefit:

- A 2.5% bonus (based on their individual wage) to cover January 1, 2021 through July 4, 2021. This bonus shall be non-MERS wages and paid within 30 days of union ratification and Township Board approval.
- Effective July 5, 2021, all Bargaining Unit employees shall receive a 2.5% base wage increase.

All other articles and benefits of the current contracts remain in full force through December 31, 2021.

The 2.5% increase is consistent with the 2021 wage increase received by the Firefighter Local 1830 and has been voted on and approved by all three employee groups.

Your consideration in this matter is appreciated. Should you have any questions, please feel free to contact HR.

**LETTER OF AGREEMENT
(2021 Wage Re-opener)**


This Letter of Agreement is entered into between the Charter Township of Ypsilanti and the Ypsilanti Township 14-B District Court AFSCME Local 3451 to meet requirements of the "Letter of Agreement" – Contract Extension through 12/31/21, dated December 2020.

It is proposed that the Ypsilanti Township 14-B District Court AFSCME Bargaining Unit employees receive the following for the 2021 contract year:

- A 2.5% bonus (based on their individual wage) to cover January 1, 2021 through July 4, 2021. This bonus shall be non-MERS wages and paid within 30 days of union ratification and Township Board approval.
- Effective July 5, 2021, all Bargaining Unit employees shall receive a 2.5% base wage increase.

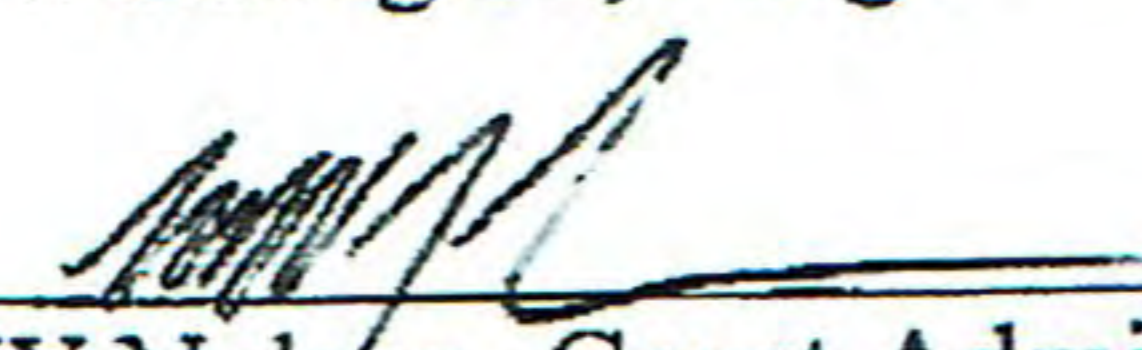
All other articles and benefits of the current contract remain in full force and effect through December 31, 2021.

CHARTER TOWNSHIP OF YPSILANTI 14-B District Court


Erane Washington, Judge

JUN 21 2021

Date


Mark W Nelson, Court Administrator

JUN 21 2021

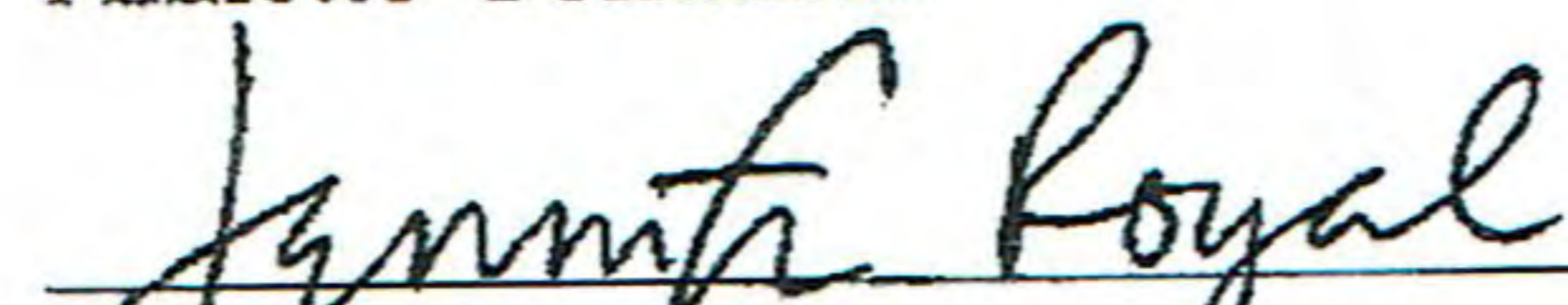
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14-B District Court AFSCME, Local 3451


Annette Gontarski

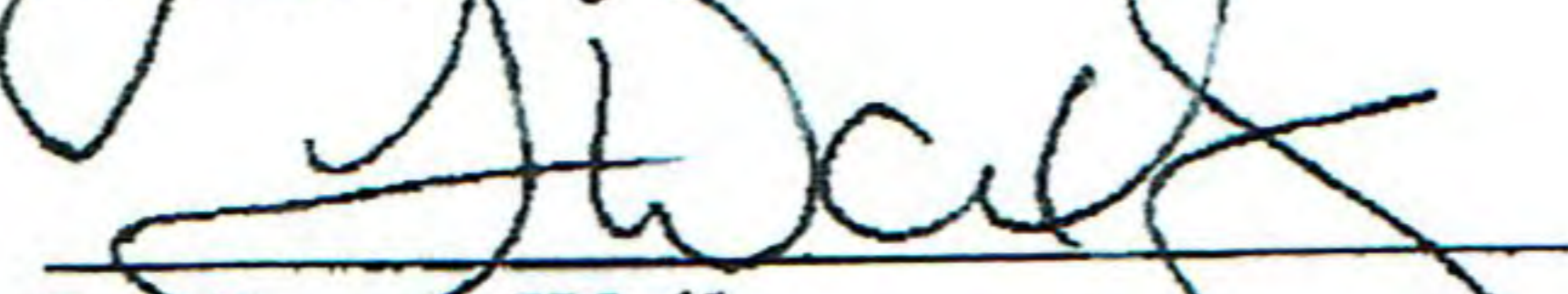
6/21/2021

Date


Jennifer Royal


6-21-2021

Date


LarScene Walls

6/21/21

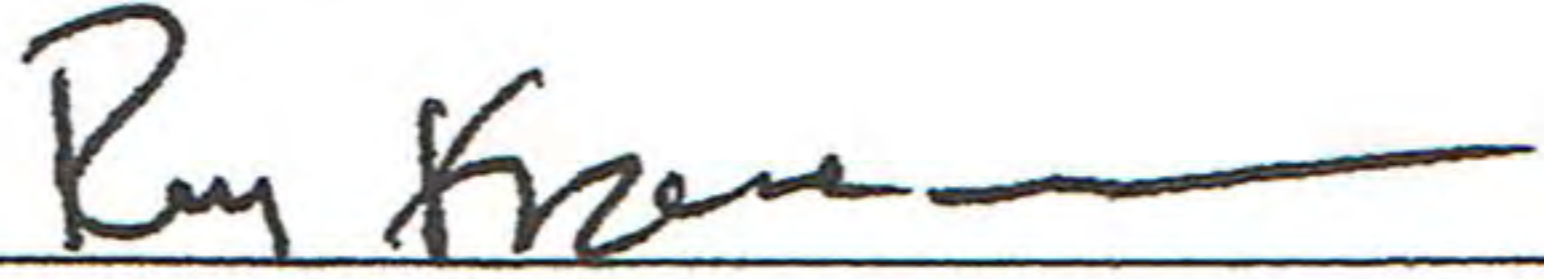
Date


Carlos Cross, Council Representative

6/22/21

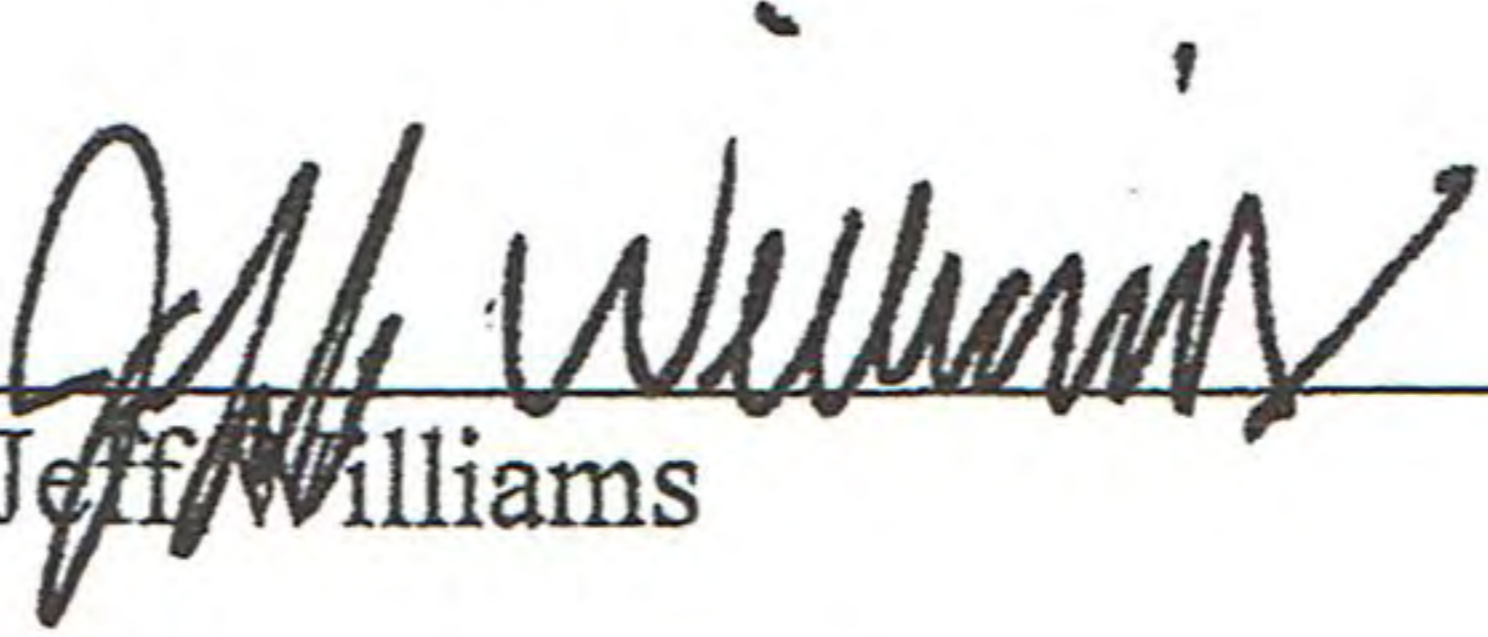
Date

AFSCME, Local 3451



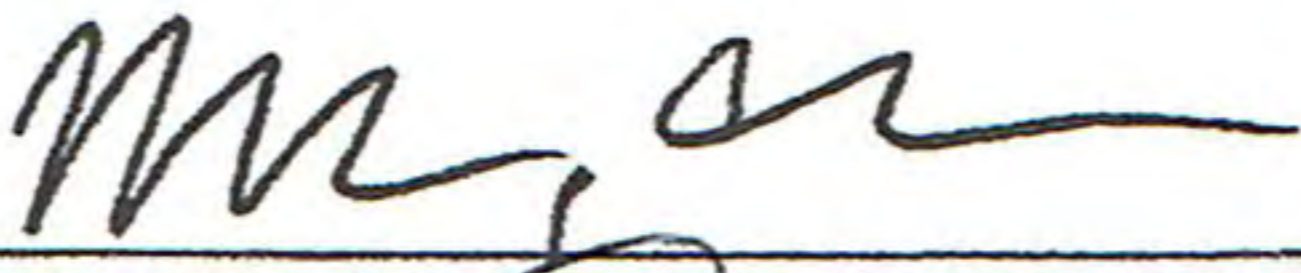
Roy Kronemann

6/21/21
Date



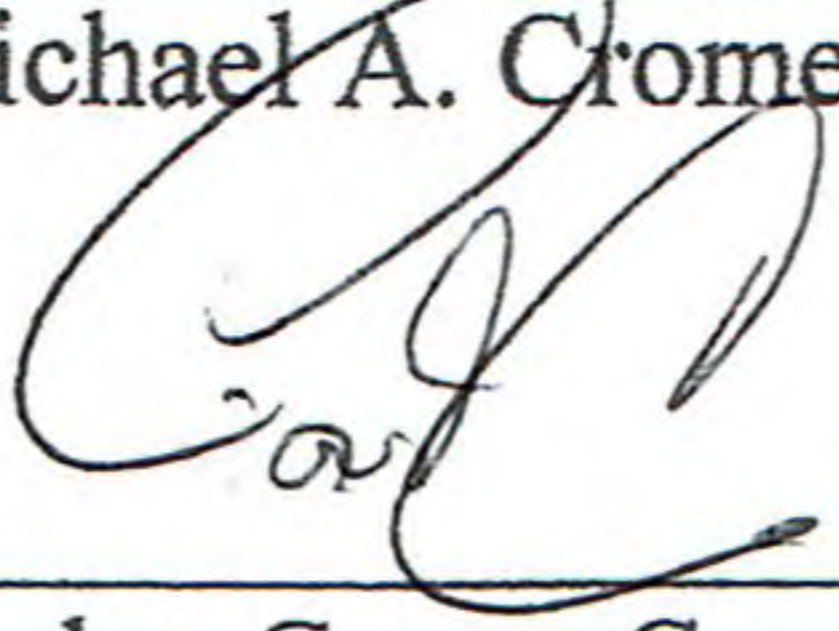
Jeff Williams

6/21/21
Date



Michael A. Cromer

6/22/21
Date



Carlos Cross, Council Representative

6/22/21
Date

**LETTER OF AGREEMENT
(2021 Wage Re-opener)**

This Letter of Agreement is entered into between the Charter Township of Ypsilanti and the Ypsilanti Township TEAMSTERS Local 214 to meet requirements of *Article 21 – Wages; Section “B” for wage re-opener and agreement for nine-month extension* dated January 4, 2021.

It is proposed that the Ypsilanti Township TEAMSTER Bargaining Unit employees receive the following for the 2021 contract year:

- A 2.5% bonus (based on their individual wage) to cover January 1, 2021 through July 4, 2021. This bonus shall be non-MERS wages and paid within 30 days of union ratification and Township Board approval.
- Effective July 5, 2021, all Bargaining Unit employees shall receive a 2.5% base wage increase.

All other articles and benefits of the current contract remain in full force and effect through December 31, 2021.

CHARTER TOWNSHIP OF YPSILANTI

Brenda L. Stumbo, Supervisor

Date

Heather Jarrell Roe, Clerk

Date

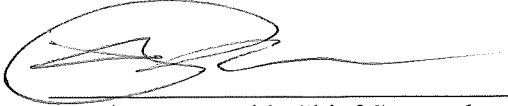
Stan Eldridge, Treasurer

Date

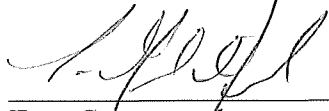
Karen Wallin, H.R. Department

Date

TEAMSTER LOCAL 214



Travis McDugald, Chief Steward



Tom Greenwood

Dennis Nauss, Local 214

2021-08-22

Date

6-22-21

Date

Date

McLAIN & WINTERS

ATTORNEYS AND COUNSELORS AT LAW

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YPSILANTI, MICHIGAN 48197
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FAX (734) 481-8909
[EMAIL: mcwinlaw@gmail.com](mailto:mcwinlaw@gmail.com)

DENNIS O. McLAIN
WM. DOUGLAS WINTERS
PAUL BARNETT

OF COUNSEL
ANGELA B. KING

June 16, 2021

Brenda L. Stumbo, Supervisor
Heather Jarrell Roe, Clerk
Stan Eldridge, Treasurer
Charter Township of Ypsilanti
7200 S. Huron River Dr.
Ypsilanti, MI 48197

Re: *Memorandum in Regards to the Proposed “Camera Attachment Agreement for Distribution Poles, Conduits and Trenches Between Ypsilanti Township and DTE Electric Company” along with All Attachments and Procedures that will Need to be Followed by the Township for All Future Security Cameras, Modems, Etc. that are Attached to DTE’s Poles*

Dear Board Members:

This letter shall serve as a “**Memorandum**” in regards to the proposed “**Camera Attachment Agreement for Distribution Poles, Conduits and Trenches Between Ypsilanti and DTE Electric Company.**” As all of you are aware, OCS Director Mike Radzik received from DTE, back in October of 2020, a proposed Agreement setting forth the procedures that the Township should be following whenever the Township wishes to attach a security camera, modem or other wireless attachment to one of DTE’s poles. The proposed Agreement presented by DTE included financial penalties for “**Unauthorized Attachments.**” As such, since none of the Township’s security cameras or modems located on the 47 separate pole locations ever received approval from DTE, the Township was at risk of having to pay a significant amount of money to DTE for those attachments.

That being said, back in March of this year the Township’s full time Officials, Accounting Director Javonna Neel, OCS Mike Radzik and myself participated in a “**Zoom Meeting**” with DTE Principal Joint Use Facilitator Daniel Crabtree and other members of his team.

Stumbo.Roe.Eldridge

Re: DTE Cameras

June 16, 2021

Page 2

During this meeting, we proposed that all of the existing security cameras, modems, etc. be treated by DTE as “**Authorized Attachments**” and that going forward the Township would follow the process for authorization pursuant to the process and forms prescribed by DTE. Facilitator Crabtree then requested that I forward the Township’s proposals on a “**red-lined document**” which I proceeded to do.

During the next four months I was in communication with Facilitator Crabtree and also provided to him a complete list of all locations in which the Township had attached security cameras to DTE’s poles that was prepared by Director Radzik. After requesting a number of revisions to the “**Camera Attachment Agreement**,” I did have one final conversation with Facilitator Crabtree on Monday, **June 14, 2021** wherein he forwarded a clean copy of the Agreement as well as all of the Attachments attendant thereto. I have reviewed the Agreement and the forms provided by Facilitator Crabtree and deem this Agreement to be in proper form and in the Township’s best interests to sign.

Some of the changes that were accepted by DTE include the language added to the “**Indemnification Clause**” found on Page 26, Paragraph C wherein I added the language that “**Nothing herein shall be construed to waive, limit, or restrict any governmental immunity defense available to the Joint User Ypsilanti Township.**” In addition, please note that the term of this Agreement is for five years however it will be “**...automatically renewed on an annual basis unless a six month notification, in writing, is received by either Party with intent to terminate.**” This Agreement, if approved by the Township, will be executed by Supervisor Brenda L. Stumbo and Clerk Heather Jarrell Roe as set forth on Page 34.

In regards to the attachments that were installed by the Township without DTE approval, please note that the document entitled “**Attachment 1**” Page 2 specifically states that “**Except for those poles identified on Exhibit 44 DTE has the right to immediately terminate Joint User Work on a DTE Pole, strand attached to a DTE Pole, etc.**” Exhibit 44 is the Excel spreadsheet that I received from Director Radzik listing the 47 locations in which the Township currently has at least one security camera attached to a DTE pole. All of those attachments and poles have been “**grandfathered in**” by DTE and will be recognized by them as being “**Authorized Attachments.**”

Stumbo.Roe.Eldridge
Re: DTE Cameras
June 16, 2021
Page 3

The document entitled “**Charges/Terms of Payment**” Attachment 2 sets forth the amount the Township will be charged on a monthly basis. By way of example, once this Agreement is approved, the Township shall pay “...**DTE the sum of \$4.99 per month Per Camera Attachment as an Attachment Rental Fee.**” As noted in previous correspondence, DTE will bill the Township on a quarterly basis and furthermore pursuant to Page 5 of Attachment 2 there will be “**An escalation of 5% applied to the fees specified in this Agreement...which Escalation will occur on January 1, 2022 and on the anniversary of each January 1 thereafter.**”

In any event, I have advised DTE Facilitator Crabtree that this Camera Attachment Agreement and all the exhibits and forms attached thereto are now in proper form and will be considered by the Ypsilanti Township Board of Trustees either at a special Board meeting to be held on **June 29, 2021** or at a regular Board meeting in July. In any event, I wanted to forward this Agreement and all the forms to each of you this evening and would request that it be added as an Agenda Item either on **June 29** or at a regular meeting in July.

If after review of this correspondence and attachments, you have any questions or I can be of further assistance, please contact me.

Very truly yours,



Wm. Douglas Winters

js/enc.

cc: Trustees
Mike Radzik
Javonna Neel
Linda Gosselin
Brian McCleery
Dennis O. McLain

CONFIDENTIAL

**CAMERA ATTACHMENT AGREEMENT FOR
DISTRIBUTION POLES, CONDUITS AND TRENCHES**

BETWEEN

YPSILANTI TOWNSHIP

AND

DTE ELECTRIC COMPANY

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**CAMERA ATTACHMENT AGREEMENT FOR
DISTRIBUTION POLES, CONDUITS AND TRENCHES**

This Camera Attachment Agreement for Distribution Poles, Conduits and Trenches ("Agreement") is entered into as of _____, ____ ("Effective Date") by and between DTE Electric Company, a Michigan corporation ("DTE"), and _____, ("JOINT USER"). DTE and JOINT USER may be referred to hereafter individually as a "Party" and collectively as the "Parties."

WITNESSETH:

Whereas, JOINT USER is a government entity which desires to attach and maintain Camera Attachments for traffic control purposes, and other Wireless Attachments and Wireline Attachments as needed for those Camera Attachments, to DTE's Distribution Poles, in DTE's ducts, conduits, handholes, and manholes (collectively "Conduit System"), and in DTE's Trenches for traffic control purposes; and

Whereas, DTE is willing to grant a revocable permit to the extent that it may lawfully so do, and in accordance with this Agreement, for such attachment, installation and maintenance, where, in DTE's sole judgment, such activity will not interfere with its own service requirements, including considerations of reliability, operability, and safety.

Now, therefore, in consideration of the premises and mutual covenants herein contained, the Parties hereto do agree as follows:

ARTICLE I - DEFINITIONS

The following definitions shall apply to this Agreement. Capitalized terms not defined herein shall have the meaning otherwise set forth in the Agreement.

1. Affiliate.

Any legal entity that directly or indirectly owns or Controls, is owned or controlled by, or is under common ownership or Control with JOINT USER, where the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.

2. Application.

The Attachment Permit Application at Attachment 4 (Exhibit 2 – Overhead; Exhibit 4 – Underground). DTE may revise either Application from time to time in its sole discretion, but no revision of the Application shall materially affect the rights or obligations of JOINT USER under this Agreement.

3. Attached Conduit.

A Conduit System owned or maintained by DTE that contains at least one Attachment by JOINT USER.

4. Attached Pole.

A Pole owned or maintained by DTE, or which DTE has the rights to use and provide such rights herein, that contains at least one Attachment by JOINT USER.

5. Attachment.

Each affixation or installation of JOINT USER's cameras, including cables, strands, wires, and associated equipment necessary for the operation of such affixation or installation to DTE's Poles or in DTE's Conduit System or Trenches.

6. Attachment Rental Fees.

The annual amount that JOINT USER must pay to DTE pursuant to this Agreement for each Attachment to or in DTE's Poles, the Conduit System or Trenches, as set forth in Attachment 2.

7. Authorization.

DTE's grant of nonexclusive authority to JOINT USER to affix its Attachments to or in DTE's Poles, Conduit System and Trenches in accordance with the terms of this Agreement.

8. Authorized Attachment.

An Attachment for which Authorization has been obtained.

9. Business Day.

All days except Saturday, Sunday, DTE holidays, and officially recognized Federal legal holidays.

10. Camera Attachment.

An Attachment that is a camera.

11. Conduit System.

Ducts, conduits, handholes, and manholes installed to facilitate the transmission of electricity and/or other services.

12. Conduit Occupancy Fee.

The annual amount per linear foot that JOINT USER must pay to DTE pursuant to this Agreement in order for JOINT USER to occupy DTE's Conduit System.

13. Control.

With respect to any entity, the possession, directly or indirectly, of: (a) 10% or more of its ownership interests; or (b) the power to direct or cause the direction of management and policy, whether through the ownership of voting securities, partnership interests, by contract or otherwise.

14. Default.

When JOINT USER: (i) fails to perform any of its covenants or obligations set forth in this Agreement, (ii) makes any representation or warranty in this Agreement that is untrue or incorrect, (iii) files a bankruptcy petition in any bankruptcy court proceeding, or (iv) admits in

writing its inability to pay its debts when due or its intention not to comply with any requirement of this Agreement.

15. Distribution Pole.

A pole owned by DTE and bearing electric lines that have a voltage rating no higher than 40 kV.

16. Drop/Lift Pole.

An ancillary pole owned by DTE and necessary to provide clearance or to extend service from a mainline Distribution Pole (or from JOINT USER's facilities attached to a mainline Distribution Pole) to an individual customer(s).

17. DTE Practices.

DTE's Administrative Practices as set forth in Attachment 1 attached hereto.

18. Imposition Costs.

All costs, including reasonable margin, the cost of materials and equipment, fully loaded direct and indirect labor, engineering, supervision and overhead, associated with performance by DTE of certain tasks as specified in this Agreement and other similar costs.

19. Make Ready Costs.

All costs necessary for DTE to perform the Make Ready Work and prepare its Poles, Conduit System or Trenches for JOINT USER's Attachments, including but not limited to the costs of materials and equipment, fully loaded direct and indirect labor, tree trimming, engineering, supervision, and overhead. Engineering may include design, pole loading studies (including structural analyses, and wind and ice loading), proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements in this Agreement. Also included are the costs of installing or changing out inner duct, conduit, and Poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications of this Agreement.

20. Make Ready Estimate.

The estimate prepared by DTE for all Make Ready Work that may be required by DTE to accommodate DTE's Poles, Conduit System or Trenches for attachment by JOINT USER.

21. Make Ready Work.

All work required by DTE to prepare DTE's Poles, Conduit System or Trenches for attachment by JOINT USER, including any necessary rearrangement of third party facilities.

22. Noncompliant Attachment.

Any Attachment that fails to comply with the technical requirements and specifications listed in this Agreement.

23. Overlashing.

The practice whereby an entity, whether the JOINT USER or a third party, physically ties or otherwise connects or attaches new wiring or facilities to wiring or to support strands or hardware that already have been affixed to a Pole.

24. Pole.

Any Distribution Pole, which does not include Drop/Lift Poles or Streetlight-Only Poles.

25. Required Authorizations.

All legally required authorizations that JOINT USER must obtain from federal, state, county or municipal authorities, public or private landowners, or other third parties to install, erect, operate or maintain its Attachments, and to provide the Services, including all required franchises, consents, easements, rights-of-way, and certificates of convenience and necessity.

26. Security Instrument.

A performance bond or its equivalent acceptable to DTE (e.g., irrevocable letter of credit), to be used by JOINT USER to guarantee JOINT USER's payment in full of all Attachment Rental Fees and other amounts payable to DTE under this Agreement, including potential costs incurred by DTE to remove JOINT USER's Attachments. The Security Instrument shall be in an amount to be determined by DTE in its sole discretion.

27. Services.

The monitoring of traffic in public areas.

28. Streetlight-Only Pole.

Any standard-design concrete, fiberglass, metal or wooden pole that has a mast arm for electrolier support and is used for street lighting purposes or for both street lighting and traffic signal purposes, but is not used for the local distribution of electricity.

29. Term.

The period during which this Agreement remains in effect.

30. Trench.

An excavation in the ground to allow utility facilities to be buried.

31. Trench Occupancy Fee.

The annual amount per linear foot that JOINT USER must pay to DTE pursuant to this Agreement in order for JOINT USER to occupy DTE's Trenches.

32. Unauthorized Attachment.

Any affixation of any JOINT USER facility of any nature to any property of DTE wherever located, including Poles, the Conduit System, and Trenches, and JOINT USER-owned facilities overlashed or attached to the attachments of any other attaching entity, that has not been authorized by DTE as required by this Agreement or any predecessor agreement. Unauthorized Attachments may include JOINT USER-owned facilities affixed to DTE's property or overlashed or attached to the attachments of any other attaching entity prior to the Effective Date of this Agreement.

33. Unauthorized Attachment Fee.

The fee to be paid by JOINT USER for each Unauthorized Attachment.

34. Wireless Attachment.

Each Attachment of an antenna and associated equipment that is used for the transmission or reception of radiofrequency ("RF") signals.

35. Wireless Attachment Pole.

A Pole on which a Wireless Attachment is affixed.

36. Wireline Attachment.

All Attachments except Camera Attachments and Wireless Attachments.

ARTICLE II – SCOPE OF AGREEMENT

A. Purpose.

The purpose of this Agreement is to establish terms and conditions for JOINT USER to attach, install and maintain Camera Attachments in the communications space on DTE's Poles for the monitoring of traffic in public areas, and Wireline and Wireless Attachments that are associated with such Camera Attachments, on and in DTE's Poles, Conduit System and Trenches.

B. Nonexclusive Use.

DTE does not imply or guarantee that JOINT USER will have sole occupancy of a Pole, Conduit System, or Trench.

C. DTE Facilities.

This Agreement applies only to DTE Distribution Poles, other poles DTE has the right to use and provide such services as provided under this Agreement, the Conduit System and Trenches, and does not permit access to or affixing of attachments to Drop/Lift Poles, Streetlight-Only Poles, transmission towers, other transmission facilities, or any other property or facilities of DTE.

D. Property Rights.

Each Party shall be responsible for obtaining its own rights-of-way and easements. DTE DOES NOT REPRESENT OR WARRANT THAT ANY OF ITS RIGHTS-OF-WAY, EASEMENTS, ENCROACHMENTS, OTHER PROPERTY RIGHTS, OR PERMISSIVE USE OR ACCESS ENTITLE JOINT USER TO: (I) ACCESS THE PROPERTY UNDERLYING DTE'S POLES, CONDUIT SYSTEM OR TRENCHES; (II) INSTALL, OPERATE OR MAINTAIN JOINT USER'S FACILITIES OR ATTACHMENTS; OR (III) PROVIDE JOINT USER'S SERVICES. This Agreement does not license or assign the use of any DTE real property rights to JOINT USER, including but not limited to easements and rights-of-way. DTE shall not be liable should JOINT USER at any time be prevented from placing or maintaining its Attachments on or in DTE's Poles, Conduit

System or Trenches because JOINT USER failed to obtain appropriate rights-of-way or easements. JOINT USER's use of DTE's Poles, Conduit System or Trenches is contingent on, and may be prevented or otherwise constrained by, the extent to which such use is permissible under federal, state and local laws and regulations.

ARTICLE III – ADMINISTRATIVE PRACTICES

Specifications, drawings, forms and any practice or procedure essential to the detailed administration and operation of this Agreement are contained in the Administrative Practices – Attachment 1, which is incorporated in and made part of this Agreement. DTE shall have the right, acting reasonably and, except in the event of an emergency, with ninety (90) days advance written notice to JOINT USER, to unilaterally amend or change the Administrative Practices. Such amendments and/or changes shall become a part of this Agreement to the same extent as though originally part of the Administrative Practices. In the event that DTE amends the Administrative Practices, JOINT USER shall make all required modifications within thirty (30) days after receipt of notice thereof from DTE or within such other period of time that DTE may specify.

ARTICLE IV – JOINT USER OBLIGATIONS

A. Required Authorizations.

Prior to affixing Attachments on Poles or installing Attachments in the Conduit System or Trenches, JOINT USER shall obtain all Required Authorizations. JOINT USER shall maintain and comply with the Required Authorizations throughout the Term. Upon request, JOINT USER shall provide DTE copies of any such Required Authorization. Any DTE authorization for JOINT USER to install and maintain Camera, Wireless or Wireline Attachments shall be null and void to the extent that JOINT USER has not obtained, maintained or complied with a Required Authorization, or a regulatory entity having competent jurisdiction rules that JOINT USER does not have such rights to install or maintain its Attachments.

B. Use of Attachments.

JOINT USER shall use each of the Attachments to provide the Services. JOINT USER shall not acquire attachment rights for or on behalf of any Affiliate or other third party and, with the exception of permitted Overlapping, JOINT USER shall not authorize any Affiliate or other third party to affix any cameras, cables, strand, wires, or other facilities, or antennas, transmitters, receivers and/or associated equipment on the Poles, Conduit System or Trenches. JOINT USER shall not allow any Affiliate or third party to lease, Overlap, or otherwise use any Attachments or Poles that JOINT USER itself is not using to provide the Services. JOINT USER shall notify DTE pursuant to Article XIX (Notices) within 10 days whenever JOINT USER Overlaps, leases capacity on, attaches to, or otherwise uses attachments owned by any third party that are affixed to the Poles, Conduit System or Trenches of DTE. This notification requirement does not relieve JOINT USER of its obligation, under Article VI of this Agreement, to submit an Application to DTE requesting permission to attach to or make use of DTE's Poles, Conduit System or Trenches.

C. Compliance with Applicable Rules.

JOINT USER shall comply with all federal, state, and local rules, regulations and ordinances and all technical rules and specifications applicable to JOINT USER's affixation of Attachments to DTE's Poles or installation of Attachments in DTE's Conduit System or Trenches, including any local zoning restrictions.

D. Qualifications of Employees, Agents and Contractors.

JOINT USER shall ensure that all employees, agents and contractors of JOINT USER used to install, maintain or operate the Attachments have received all required training with respect to work on or in Poles, Conduit System and Trenches with energized electric systems and wired and wireless communications systems. Such training shall include, but not be limited to, electrical and radio frequency emissions safety and fall protection, and shall be at least as extensive as the training received by DTE's employees performing similar work, as determined by DTE in its sole judgment. JOINT USER shall produce proof of such training upon request by DTE.

E. Notification of Attachments.

When requested by DTE, JOINT USER shall provide DTE with the precise location, routes, and total number of JOINT USER's Attachments.

F. FCC Compliance.

JOINT USER shall install, operate and maintain its Wireless Attachments in compliance with all applicable requirements of the Federal Communications Commission ("FCC"), including noninterference requirements, and shall not interfere with any radiofrequency communications employed by DTE, as determined by DTE. JOINT USER shall cooperate with DTE in determining the source of any interference.

ARTICLE V – SPECIFICATIONS

A. Attachment Requirements and Specifications.

The affixation or installation of Attachments by JOINT USER shall conform with the requirements and specifications of:

1. the National Electrical Safety Code, including modifications by authority of the State of Michigan or any other authority having jurisdiction;
2. any applicable work practices including, but not limited to, the Department of Labor Occupational Safety and Health Act (OSHA), and the Michigan Occupational Safety and Health Act (MIOSHA);
3. Michigan Department of Transportation Regulations (MDOT);
4. the Administrative Practices – Attachment 1;
5. the DTE Energy Safety Handbook for Contractors and Contractor Employees or Agents and any other safety precautions specified by DTE;
6. all federal and state maximum permissible exposure ("MPE") limits applicable to wireless emissions;
7. any current or future rules or orders of any federal, state or local authority having jurisdiction;

8. Telcordia's Blue Book Manual of Construction Procedures (if applicable); and
9. any requirements that applicable property owners may prescribe.

To the extent such requirements or specifications may conflict, then the most stringent shall apply.

B. Conduit System Installations.

JOINT USER shall install only non-dielectric and non-armored fiber optic cable in DTE's Conduit System. Where JOINT USER's facilities will be installed in the Conduit System, JOINT USER may use any reasonably available innerduct, as determined by DTE. If there is no such reasonably available innerduct, JOINT USER may request that DTE install three (3) innerducts in such duct at JOINT USER's expense. If the duct will not support three (3) innerducts, JOINT USER may request that DTE install as many innerducts as feasible. All innerducts DTE agrees to install in DTE's Conduit System shall become the property of DTE, and DTE shall be free to use such unoccupied innerducts for any purposes it deems appropriate, provided that DTE shall first reimburse JOINT USER, via a credit, for JOINT USER's expense for such innerducts. The credit shall be mutually calculated by the parties and shall be based on written documentation provided to DTE by JOINT USER, as long as such documentation is provided to DTE within sixty (60) days after the innerduct is installed. Provided the documentation is provided to DTE within the sixty (60) day period, the calculated credit(s) will then be applied to next billing cycle. If the documentation is not provided to DTE within the sixty (60) day period, then no credit shall be owed to JOINT USER. JOINT USER's facilities will be installed by DTE in one of those innerducts at JOINT USER's expense. As used in this section, innerduct shall mean high density polyethylene ducts, 1 ¼ inches in diameter, installed within DTE's Conduit System. At JOINT USER's request and expense, DTE in its sole discretion may offer access to existing laterals to access to buildings and customers.

C. Assumption of Risk.

JOINT USER expressly assumes responsibility for determining the condition of all Poles, the Conduit System or Trenches to be climbed or accessed by its employees, agents, contractors or subcontractors or upon or in which JOINT USER's attachments are to be affixed or installed, and shall notify DTE immediately of any conditions that might be potentially hazardous on any such Poles, Conduit System or Trenches. JOINT USER assumes all risks related to the construction, operation and maintenance of its Attachments, including exposure to any radiofrequency or electromagnetic fields.

ARTICLE VI – ESTABLISHING AND IDENTIFYING POLE, CONDUIT SYSTEM AND TRENCH USE

A. Attachment Authorization Required.

No attachment, placement, or installation shall be made by JOINT USER on any DTE Pole, Conduit System or Trench before JOINT USER submits an Application and thereafter receives written Authorization (in the form of Exhibit 2 or 4 of the Administrative Practices – Attachment 1) from DTE. Such Authorization may be denied for reasons of safety, reliability, lack of capacity, or generally applicable engineering reasons including, but not limited to, (i) overloading of DTE's structures; (ii) interference

with DTE's facilities or the facilities of other attaching entities; (iii) any compromise of safety or reliability; (iv) any violation of engineering standards; (v) security or operability concerns; or (vi) to facilitate service to electric customers. Such denial shall be specified in writing. If DTE rejects all or part of JOINT USER's Application because of capacity concerns, JOINT USER may request DTE, at JOINT USER's sole expense, to replace any affected Pole(s) with a taller or stronger pole(s), or to expand the capacity of any affected Conduit System(s) with additional innerducts, that will accommodate JOINT USER's proposed attachment(s). DTE, in its sole discretion, may replace any affected Poles or install additional innerduct to accommodate JOINT USER's proposed attachments. The attachment application procedures and forms are contained in the Administrative Practices attached hereto at Attachment 1. JOINT USER shall pay an Application Processing Fee as specified in Attachment 2 to reimburse DTE for the administrative costs associated with processing JOINT USER's Applications, and JOINT USER shall affix or install its Attachments on or in DTE's Poles, Conduit System or Trenches at its own expense.

B. Camera and Wireless Attachments.

Camera and Wireless Attachments are permitted only in the communications space on DTE's Distribution Poles, or on extension arms extending from the communications space. Camera and Wireless Attachments are not permitted elsewhere on the Pole and cannot be strand-mounted.

C. Make-Ready Procedures.

1. If Make Ready Work is required, DTE may in its sole discretion, on the basis of the Application, associated construction plans and drawings, and Engineering Survey, submit to JOINT USER a Make Ready Estimate for all Make Ready Work which may be required. The Make Ready Estimate shall be based on DTE's standard work estimating methods, which shall follow generally accepted estimating principles and include items such as materials less salvage, labor, engineering, supervision, quality assurance and overhead.
2. Upon notice that the Make Ready Estimate has been accepted by JOINT USER, DTE shall proceed with the Make Ready Work covered by the Make Ready Estimate. All Make Ready Work shall be performed by DTE or one of DTE's contractors, except that DTE may, in its sole discretion, permit or require JOINT USER to contract directly with a high voltage electrical contractor and/or engineering design firm approved by DTE. Any additional guying required by reason of JOINT USER's Attachments shall be made by JOINT USER at its expense, and to the satisfaction of DTE. Nothing shall preclude the Parties from making other mutually agreeable arrangements for contracting for or otherwise accomplishing the necessary Make Ready Work.
3. JOINT USER must reimburse DTE for any unpaid Make Ready Costs within thirty (30) days of the receipt of DTE's invoice. JOINT USER's continuing Authorization to use the Poles, Conduit System or Trenches is contingent upon timely payment of Make Ready Costs. If timely payment is not received, DTE may exercise its Article XII Default remedies and in addition may require JOINT USER to pay for future Make Ready Costs in advance of the performance of Make Ready Work.

D. Coordination with Third Parties.

1. If rearrangement or relocation of third party facilities is necessary to accommodate JOINT USER's Attachments, JOINT USER must negotiate separately with each third party for such rearrangement or relocation. JOINT USER shall notify each third party attached to the affected Poles, Conduit System or Trench of JOINT USER's proposed Attachments and, if necessary, negotiate with such third party(ies) to establish clearances between its facilities and those of DTE and such other party(ies). If DTE specifies that such third party rearrangement or relocation must occur within a certain period of time, JOINT USER shall notify each third party of the deadline. Except as specified in paragraph 2 to this Section C, JOINT USER shall reimburse the third party(ies) for any expense incurred by them in transferring or rearranging facilities to accommodate JOINT USER's Attachments.
2. Should any third party fail to rearrange or relocate its facilities within the time specified by DTE, then DTE in its discretion may rearrange or relocate such third party facilities. In such event, JOINT USER shall reimburse DTE for the cost of such rearrangement or relocation and JOINT USER thereafter may seek reimbursement from any third party(ies) JOINT USER believes should be liable for such cost.
3. JOINT USER shall negotiate with third parties with respect to any rearrangement or relocation of JOINT USER's facilities that may be required by third party attachments requested subsequent to JOINT USER's Attachments. Should JOINT USER fail to rearrange or relocate its facilities within any time specified by DTE, then DTE in its discretion may rearrange or relocate such JOINT USER facilities at JOINT USER's Imposition Cost expense and without incurring any liability to JOINT USER.
4. JOINT USER shall use the applicable electronic notification system designated by DTE to notify, monitor, and update the status of work associated with JOINT USER's relocation needs. JOINT USER shall perform requested work within 10 business days or pursuant to a mutually agreed upon schedule.
5. In the alternative to the above, DTE can use the Turnkey Make Ready process referenced in Attachment 6.

E. Overlapping.

JOINT USER may Overlap existing Authorized Attachments, except Camera Attachments or Wireless Attachments, under the following conditions:

1. JOINT USER may Overlap its Authorized Attachments only upon prior written approval from DTE pursuant to the Application and approval process contained herein;
2. Prior to Overlapping any Attachment, JOINT USER shall submit an Application for such Overlapping and, if the Overlapping is to be performed on behalf of a third party, identify the third party;
3. Prior to Overlapping any Attachment, JOINT USER shall remove any cable, strand or wire that is not required to provide the Services or the services of any third party;

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4. Any third party Overlashing shall be installed, operated and maintained by JOINT USER or its agents, contractors or subcontractors;
5. JOINT USER shall not allow the third party on whose behalf any third party Overlashing is to be performed to access the Poles unless the third party has obtained DTE's prior, written permission for such access;
6. Except as otherwise specified in this Section E, JOINT USER's Overlashing shall be subject to all other covenants, representations and warranties in this Agreement applicable to Attachments, except that DTE may charge JOINT USER any additional amount for such Overlashing that is permissible under applicable state pole attachment regulations; and,
7. Any Overlashing for which JOINT USER fails to follow these procedures shall be deemed to be an Unauthorized Attachment.

ARTICLE VII – ATTACHMENT CONDITIONS

A. Conduit Access.

DTE in its discretion may prohibit JOINT USER from installing any Attachments in any portion or all of DTE's Conduit System, and prohibit JOINT USER from entering any vault, manhole or other space comprising the Conduit System. To the extent that installation or access is permitted, JOINT USER shall arrange for DTE field representative(s) to be present any time JOINT USER is performing work, including, without limitation, maintenance work in DTE's Conduit System. Depending on the scope of the work, DTE, acting reasonably and consistent with DTE standard practices, may assign more than one field representative to monitor JOINT USER's work. JOINT USER shall not perform any work in Conduit System without the field representative(s) being at the work location. The field representative(s) shall have the authority to terminate any work being performed by JOINT USER should the field representative(s) believe JOINT USER, in performing such work, is not complying with the terms of this Agreement. Charges for DTE to be present shall be reimbursed by JOINT USER. If, during installation, DTE encounters previously unknown or unforeseen circumstances that prevent or hinder the installation of JOINT USER's attachments, JOINT USER will be notified. Upon notification, JOINT USER shall determine whether to continue with the installation and pay in advance for any additional work that may be necessary to make the Conduit System suitable for JOINT USER's attachments.

B. Wireless Attachments.

In addition to all other provisions in this Agreement, JOINT USER's Wireless Attachments are subject to the following conditions:

1. An application filed pursuant to Article VI is required for any installation or modification of any Wireless Attachments on a Pole, including any modification that may change the operational characteristics of the Wireless Attachment including but not limited to frequency, elevation, or effective radiated power ("ERP") level.
2. DTE must approve in advance all equipment to be used for the Wireless Attachments. JOINT USER shall identify all such equipment by providing in the

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Wireless Equipment Approval Form attached hereto at Attachment 5: (i) a detailed drawing of the Wireless Attachment; and (ii) a detailed description of all equipment to be used on or within 20 feet of the Pole on which the Wireless Attachments are to be installed or in DTE's right-of-way.

3. Upon receiving equipment approval by DTE, JOINT USER must: (i) utilize only the equipment that has been specified on Wireless Equipment Approval Form and approved by DTE; (ii) operate the equipment identified on Wireless Equipment Approval Form only in accordance with the specifications listed therein; and (iii) affix that equipment only in accordance with the drawing attached to JOINT USER's Wireless Equipment Approval Form.
4. If the proposed installation of JOINT USER's Wireless Attachments requires the preparation of an Environmental Assessment pursuant to 47 C.F.R. §1.1307 (or successor provision), JOINT USER shall prepare such Environmental Assessment, and upon request, provide proof that the FCC has determined the proposed installation will not have a significant environmental effect. If the proposed installation of JOINT USER's Wireless Attachments requires notification to and/or approval from a State Historic Preservation Officer or Tribal Historic Preservation Officer, JOINT USER shall provide such notification and/or obtain such approval, and provide proof of such notification and/or approval upon request. If JOINT USER fails to provide any documentation or proof required by this section, then in addition to all other remedies available under this Agreement, DTE may at any time remove the applicable Wireless Attachments at JOINT USER's Imposition Cost expense and without incurring any liability to JOINT USER.
5. JOINT USER's Wireless Attachments must conform with DTE's standards applicable to wireless attachments.
6. Once JOINT USER's Wireless Equipment Approval Form has been approved by DTE, JOINT USER may request wireless attachments that use only such approved equipment by following the Article VI application process. Additional equipment approval will be required for new types of equipment or modified operating parameters.
7. JOINT USER personnel may not access any DTE Pole above the communications zone. Only approved DTE personnel or contractors under the direction of an authorized DTE employee are permitted to access the DTE pole above the communications zone, and any installation, re-installation, maintenance, transfer or removal work that JOINT USER wishes to perform must be performed by approved DTE personnel or contractors under the direction of an authorized DTE employee and at JOINT USER's expense.
8. JOINT USER must notify DTE in advance of the name and contact information of every contractor JOINT USER has authorized to perform work on JOINT USER's Attachments to DTE's Poles. DTE may for good cause prohibit JOINT USER from using any contractor. JOINT USER will not permit any of its contractors to assign, delegate or subcontract any such work without JOINT USER obtaining the prior written consent of DTE. Any assignment, delegation or subcontracting shall not relieve JOINT USER of its obligations and liabilities under this Agreement.

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9. A Professional Engineer licensed in Michigan and with experience regarding radio frequency transmissions shall certify that JOINT USER's Wireless Attachments, as installed, will fully comply with all state and federal radiofrequency radiation ("RFR") exposure limitations ("Wireless Certification(s)"). Upon request, JOINT USER shall provide DTE with a copy of all Wireless Certifications.
10. If DTE provides JOINT USER a list of all existing joint users on any DTE Pole to which (or within 20 feet of which) JOINT USER seeks to have Wireless Attachments installed, then JOINT USER shall notify all such entities that JOINT USER will be affixing a Wireless Attachment to or near that pole, with such notice given at least five (5) days before the Wireless Attachment is made. JOINT USER shall copy DTE on all notices it sends to such other attachers.
11. JOINT USER shall: (1) comply on an on-going basis with all applicable federal, state and local rules and regulations, including the rules and regulations of the FCC, governing the maximum permitted levels of radio frequency energy exposure ("Maximum Permissible Exposure," or "MPE") (calculated on an aggregate basis with any other radio frequency energy emitters that may be present); (2) comply with all applicable federal, state and local rules and regulations, including the rules and regulations of the FCC, governing protection of health and safety with respect to radio frequency energy exposure, in the operation and maintenance of JOINT USER's Wireless Attachments (taking into account the actual conditions of human proximity to Wireless Attachments on or near DTE's Poles); and (3) pay the costs of testing JOINT USER's Wireless Attachments for compliance with the preceding clauses (1) and (2) as DTE may, in its discretion direct from time to time. Such testing shall be conducted by independent experts selected by DTE following consultation with JOINT USER and in accordance with the FCC's Office of Engineering and Technology ("OET") Bulletin 65 (or a successor thereto) and may include the requirements of any other administrative authority having jurisdiction over JOINT USER's Wireless Attachments. In the alternative, JOINT USER shall pay the costs of alternative testing procedures if DTE so directs that an alternative testing procedures be utilized if DTE, in its sole discretion reasonably determines that such alternative testing procedures are appropriate.
12. Neither the installation nor operation of JOINT USER's Wireless Attachments shall cause radiofrequency ("RF") interference with the radio communications systems or other equipment of DTE. JOINT USER shall comply with all FCC requirements pertaining to RF interference with the radio communications systems or equipment of other persons, including but not limited to communications companies, public safety agencies, and individuals. JOINT USER shall respond promptly to any complaints of RF interference and shall cause such interference to be eliminated by having its Wireless Attachments modified or removed if deemed the cause of such interference. If JOINT USER fails to take corrective action to eliminate such interference within twenty-four (24) hours of notice thereof, DTE shall have the option (but not the obligation) to require JOINT USER to cease all operations (reasonable test period excluded) until such interference is corrected or eliminated and shall have the right (but not the obligation) to engage outside consultants, at JOINT USER's expense, to resolve RF interference issues. DTE shall not be responsible or liable for any RF interference caused or suffered by JOINT USER.
13. JOINT USER shall evaluate the possibility of RF interference between its Wireless Attachments and other existing uses on DTE's right-of-way or property. Upon

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request, JOINT USER shall, at JOINT USER's sole cost and expense, perform an intermodulation analysis, including all frequencies at the site as provided by DTE or directed by DTE to be provided to JOINT USER by other third parties, and submit a copy to DTE as evidence of non-interference. JOINT USER may, from time to time, re-utilize previously prepared intermodulation studies if such re-utilization is reasonable under the circumstances and such studies analyze the same frequencies as those involved at the subject site. JOINT USER's submission of its Wireless Equipment Approval Form shall signify its determination that the existing uses by other attachers will not cause RF interference to JOINT USER's own Wireless Attachments. If requested to do so by DTE, JOINT USER shall at its own expense prepare and conduct an evaluation of the potential for RF interference from a Wireless Attachment with DTE equipment.

14. If a DTE Pole to which (or within 20 feet of which) JOINT USER's Wireless Attachments are affixed is located on private property or a public right-of-way and the landowner or public entity on whose property or right-of-way the pole is located evidences that it has not authorized such Wireless Attachments, then the Wireless Attachments shall immediately be removed at JOINT USER's expense. JOINT USER shall be solely responsible for any and all fines, penalties, and/or liabilities of whatever kind arising out of JOINT USER's unauthorized Wireless Attachment.
15. Should there be significant citizen opposition (as determined by DTE in its sole discretion) to any JOINT USER Wireless Attachments on DTE's Poles, JOINT USER shall promptly notify DTE and shall attempt to mitigate such opposition. JOINT USER shall be required to timely respond to citizen opposition within five (5) days of becoming aware of complaints regarding JOINT USER Wireless Attachments. JOINT USER agrees to negotiate in good faith to resolve any instances of citizen opposition. If JOINT USER cannot obtain a resolution within 30 days of becoming aware of the citizen opposition, then JOINT USER shall remove or relocate the applicable Wireless Attachment(s).
16. Except as otherwise stated in this section, JOINT USER shall provide DTE and other attaching entities with the capability to disconnect the Wireless Attachment or associated equipment so that the output of RF emissions can be removed while they are performing installation, repair, maintenance, transfer, removal or other work on or within twenty (20) feet of JOINT USER's Wireless Attachments. Such disconnect capability must be readily accessible and identifiable, and be suitable for lock out, tag out safety procedures.
17. JOINT USER shall post appropriate RF warning signs at each Wireless Attachment location in accordance with Occupational Safety and Health Administration Regulations and IEEE standards. Such signs shall identify the location of switches for disconnecting the Wireless Attachments and provide instructions to personnel accessing the Poles regarding how to operate the disconnect switch.
18. Should any JOINT USER Wireless Attachment fail to comply with the requirements of this section or with the code and other technical requirements and specifications identified in this Agreement, then in addition to all other remedies specified in this Agreement, JOINT USER may be assessed the Unauthorized Attachment Fee applicable to Wireless Attachments for each such noncompliant Wireless Attachment.

C. Identification Markers.

At each Pole or manhole location and at JOINT USER's expense, Joint User's Wireline Attachments shall be identified with a durable, legible weatherproof permanent identification marker in the form of a snap-around cable-wrap or tag showing JOINT USER's name and a twenty-four (24) hour toll-free telephone number, and JOINT USER's Camera and Wireless Attachments shall be identified with similar permanent identification markers. Such permanent identification markers must also follow the specifications identified in the Administrative Practices attached as Attachment 1. A sample of such permanent identification markers must be submitted to DTE for approval prior to installation. JOINT USER shall be responsible for periodically inspecting its Camera, Wireline and Wireless Attachments to ensure they have such permanent identification markers. Should DTE encounter any of JOINT USER's Attachments without permanent identification markers, DTE may notify JOINT USER provided that DTE can otherwise identify the Attachments as belonging to JOINT USER. JOINT USER shall have thirty (30) days from the date of notice to place such permanent identification markers on those Attachments. If the markers are not placed within thirty (30) days, then DTE may remove such Attachments without incurring any liability to JOINT USER, and JOINT USER shall reimburse DTE for the Imposition Costs of such removal.

ARTICLE VIII – MAINTENANCE OF FACILITIES

A. Tree Trimming.

DTE shall continue to perform the type of tree trimming it typically would perform had JOINT USER Attachments not been present on its Poles. Any additional tree trimming required for the affixation, installation or maintenance of JOINT USER's Attachments shall be performed by or at the expense of JOINT USER.

B. Emergency Manhole Access.

In the event JOINT USER experiences an emergency with its Attachment in the Conduit System, a DTE representative must be at the site before JOINT USER, or its contractor, may enter a DTE manhole. DTE will respond to an emergency as arranged between JOINT USER and DTE at JOINT USER's expense.

C. DTE Reservation of Rights.

DTE reserves to itself, its successors and assigns, the right to maintain its Poles, Conduit System and Trenches, and to operate its facilities thereon or therein in such manner as will best enable it to fulfill its own service requirements and responsibilities.

D. Specifications for Trench Work.

In joint use Trenches, with energized electrical facilities, JOINT USER shall hand expose (no power tools) its facilities to work and/or repair JOINT USER facilities. Further, when any work is necessary to install, maintain or repair its underground facilities, JOINT USER shall follow the provision as detailed in Act 174 of Michigan Public Act of 2013; MCL 460.721, *et seq.* All personnel involved in hand exposing facilities shall be trained in possible dangers and have knowledge of the approved

methods and safety precautions. Normally, DTE will not de-energize its facilities during JOINT USER hand exposing work. However, digging in any manner shall not be performed around faulted electric power cables until DTE has verified that it is de-energized and tested. It shall be incumbent upon JOINT USER to determine through inquiry and field observation any potential for damage to power facilities before digging and to avoid such damage.

ARTICLE IX – MODIFICATION OR TERMINATION OF POLE, CONDUIT, OR TRENCH USE

A. Removal of Attachments by JOINT USER.

JOINT USER may, at any time, remove its Attachments from any DTE Pole, Conduit System, or Trench by following the process specified in the Administrative Practices attached hereto at Attachment 1. DTE reserves the right to inspect each such removal by JOINT USER. DTE's post-removal inspection costs shall be paid by JOINT USER. Failure to make such inspections shall not relieve JOINT USER of any responsibility or obligation or liability assumed under this Agreement.

B. Replacement, Relocation, Removal or Abandonment of Poles or Conduit System.

DTE may, in its sole judgment: (i) replace or relocate any Attached Poles or Conduit System to maintain the reliability, operability, and security of its electric and internal communication system or to facilitate service to its electric customers; or (ii) remove or abandon any Poles or Conduit System not needed for its service requirements or as required by a government authority or private landowner.

C. Notice.

Except (i) in an emergency involving safety of persons or protection of property, (ii) as necessary to maintain the efficient operation of DTE's electric distribution system, or (iii) as necessary to provide new or upgraded electric service, all as determined by DTE in its sole discretion, DTE shall provide thirty (30) days' notice to JOINT USER whenever DTE intends to replace, relocate, abandon or remove an Attached Pole or Conduit System. Notwithstanding the foregoing, if a federal, state, county or municipal authority or private landowner requires discontinuance of the Attached Pole in less than thirty (30) days, the notice provided by DTE shall be reduced accordingly. In instances for which notice is provided, DTE shall specify the Poles or Conduit System involved and the time of such proposed replacement, relocation, abandonment or removal.

D. JOINT USER Obligations.

If DTE replaces or relocates an Attached Pole or Conduit System, JOINT USER shall transfer its Attachments to the new or relocated Attached Pole or Conduit System within the time so specified by DTE. If DTE wishes to abandon or remove an Attached Pole or Conduit System, JOINT USER shall, at the time specified, remove its Attachments from the Attached Pole. Should JOINT USER fail to transfer or remove its Attachments at the time specified for such transfer or removal, DTE may elect to: (i) transfer JOINT USER's Attachments; (ii) remove JOINT USER's Attachments; (iii) charge JOINT USER an additional fee for the continuing Attachments at the rate of three times the Attachment Rental Fee for each year or portion thereof that the Attachments remain; or (iv) sell the pole to JOINT USER under the terms specified in Section G. If DTE elects

to transfer or remove JOINT USER's Attachments, JOINT USER shall reimburse DTE for the Imposition Costs of such transfer or removal, and DTE shall not be liable for any loss or damage to JOINT USER's facilities that may result.

E. JOINT USER Lack of Required Authorization.

Upon notice from DTE to JOINT USER that the use of any Pole, Conduit System or Trench is forbidden by governmental authorities or, if the underlying private property owner(s) claims JOINT USER does not have the right to attach to a Pole, Conduit System or Trench and if JOINT USER is not able to provide written permission from private property owner(s) for the Pole, Conduit System or Trench is located that JOINT USER has permission for such Attachment, then Authorization for the affected Attachments shall immediately be terminated and JOINT USER must begin to remove its Attachments within ninety-six (96) hours of such notice. If JOINT USER does not diligently pursue removing its Attachments within ninety-six (96) hours, DTE may remove the Attachments at JOINT USER's Imposition Cost expense and without incurring any liability to JOINT USER.

F. Emergency Rearranging, Transfer or Removal.

Notwithstanding the foregoing, in the event of an emergency as determined by DTE, DTE may take whatever action it deems necessary and appropriate under the circumstances, including replacing, relocating, removing, or abandoning Poles or the Conduit System, and rearranging, transferring or removing JOINT USER's Attachments at JOINT USER's expense. DTE shall not be liable for any loss or damage to JOINT USER's facilities that may result. The failure of DTE to provide notice shall not subject DTE to liability for any loss of or damage to JOINT USER. DTE service restoration in an emergency shall take priority over the restoration of JOINT USER's service.

G. DTE Sale of Pole.

If DTE elects pursuant to Section D to sell the Pole to JOINT USER, DTE shall provide JOINT USER with a properly authorized bill of sale reflecting the reproduction cost depreciated value of the pole, except that such value shall not be less than 25% of the cost of a new replacement pole. Upon provision of such bill of sale, JOINT USER shall receive the pole "as is," take title to the pole for all purposes, and indemnify, defend and hold harmless DTE from all obligation, liability, cost, claim, damage, expense or charge related thereto or raised thereafter. JOINT USER shall comply with all appropriate state and federal law regarding the maintenance, replacement, and/or disposal of the pole. DTE specifically disclaims any warranty or representation regarding the condition and safety of such poles or the scope of the easements or rights-of-way necessary for JOINT USER to provide the Services. DTE does not warrant, guarantee, or imply that such pole possesses sufficient mechanical strength as required by or for any use of JOINT USER. DTE makes no representations or guarantees concerning any right to access or occupy the premises where the pole is currently located or to use the pole for any particular purpose. DTE specifically disclaims and excludes all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose.

H. Recovery of Space.

DTE may reclaim space on the Poles or Conduit System for the future expansion of its core utility service. Should DTE need to reclaim space on the Poles or Conduit System,

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JOINT USER shall, upon receipt of sixty (60) days' notice, either (a) vacate the space by removing its Attachments at its own expense, or (b) request that DTE replace such Pole with a taller or stronger pole, or install more inner duct, that will accommodate JOINT USER's attachment(s). Any such pole replacement or inner duct installation agreed to by DTE shall be at JOINT USER's expense. Should JOINT USER fail within the 60-day notice period to vacate the space or request DTE to replace the Pole or install more inner duct, DTE may remove JOINT USER's Attachments without incurring any liability to JOINT USER and JOINT USER shall reimburse DTE for the Imposition Costs associated with such removal.

I. Costs for Work on JOINT USER's Attachments.

JOINT USER shall be solely responsible for all costs of installation, rearrangement, removal or transfer of its Attachments on, from, to or in DTE's Poles, Conduit System and Trenches, including, as appropriate, the recovery of its costs from any other attaching entity. JOINT USER expressly agrees and understands that it shall not, at any time, seek reimbursement from DTE of the costs incurred by or on behalf of JOINT USER to remove, relocate, re-arrange, transfer, or replace JOINT USER's Authorized Attachments.

In the alternative, at DTE's sole discretion, DTE may use the Turnkey Make Ready process referenced in Attachment 6.

J. Costs for Rearrangement of Other Facilities.

In any case where the facilities of DTE or any other attacher(s) are required to be rearranged on the Poles, Conduit System or Trenches of DTE in order to accommodate JOINT USER's Attachments, JOINT USER shall reimburse DTE and the other attacher(s) for the total reasonable costs incurred by DTE and the other attacher(s) and shall be solely responsible for the notification to another attacher(s) and the payment of any cost for the installation, rearrangement, removal or transfer of any other attachers(s)' facilities to accommodate JOINT USER's Attachments.

In the alternative, at DTE's sole discretion, DTE may use the Turnkey Make Ready process referenced in Attachment 6.

ARTICLE X – CHARGES

Certain charges to be paid by JOINT USER to DTE and the terms of payment for such charges are set forth in Charges/Terms of Payment – Attachment 2, which is incorporated in, and part of, this Agreement.

ARTICLE XI – INVENTORIES AND INSPECTIONS

A. Post-Construction Inspections.

DTE reserves the right to inspect each new installation of JOINT USER. DTE's post-construction inspection costs shall be paid by JOINT USER. Failure to make such inspections shall not relieve JOINT USER of any responsibility or obligation or liability

assumed under this Agreement.

B. Periodic Inspections.

In addition to post-construction inspections, DTE may conduct inspections from time to time as necessary in DTE's sole judgment to determine whether JOINT USER's Attachments meet the technical requirements and specifications of this Agreement. An inspection may be based upon either a sample or all of JOINT USER's Attachments, in the sole discretion of DTE. If practicable, as determined in DTE's sole judgment, DTE shall provide ten (10) days' notice of such inspections to JOINT USER, and JOINT USER shall have the right to be present at and observe any such inspections. Inspections may be conducted, in DTE's discretion, either by DTE or an independent agent approved by DTE. DTE may conduct an inspection of JOINT USER's Attachments no more frequently than once every year unless, in DTE's sole determination, more frequent inspections are necessary for reasons involving safety of persons or protection of property. JOINT USER shall reimburse DTE for all costs and expenses of conducting inspections to the extent that such expenses are attributable to JOINT USER's Attachments.

C. Noncompliant Attachments.

If during inspection or otherwise DTE determines that a Noncompliant Attachment exists with respect to any of JOINT USER's Attachments, JOINT USER shall, upon notice by DTE, correct such Noncompliant Attachment within thirty (30) days of notification, unless in DTE's sole judgment, safety considerations require JOINT USER to take corrective action within a shorter period. If multiple Noncompliant Attachments are identified in the notice, DTE may establish a schedule specifying the dates by which JOINT USER must correct those violations. Should JOINT USER fail to correct one or more such Noncompliant Attachments within the time specified, or if safety considerations so require, DTE may elect to do such work itself, and JOINT USER shall reimburse DTE for the Imposition Costs incurred by DTE. DTE shall not be liable for any loss or damage to JOINT USER's facilities that may result, and JOINT USER shall be responsible for any additional damages resulting from its failure to act in a timely manner in accordance with these requirements. If one or more Noncompliant Attachments are not corrected by JOINT USER within the time specified, JOINT USER shall pay the applicable Noncompliant Attachment Fee specified in Attachment 2 for each such Noncompliant Attachment. As specified in Attachment 2, the Noncompliant Attachment Fee is higher for Noncompliant Attachments for which safety considerations require corrective action within a period shorter than 30 days. A single Attachment with multiple Noncompliant Attachments will be assessed as one Noncompliant Attachment for the purpose of determining the Noncompliant Attachment Fee. An additional Noncompliant Attachment Fee may be assessed on any Noncompliant Attachment for each additional sixty (60) day period or portion thereof during which the Noncompliant Attachment remains uncorrected following the date such Noncompliant Attachment is to be corrected according to this Section.

D. Inventories.

DTE may conduct an inventory of JOINT USER's Attachments to verify the number of JOINT USER's Attachments. An inventory may be based upon either a representative and statistically relevant sample or all of JOINT USER's Attachments in the sole discretion of DTE. DTE shall provide thirty (30) days' notice of any such inventory so

that JOINT USER may be present and observe such inventory. Inventories may be conducted, in DTE's discretion and as circumstances warrant, either by DTE or an independent agent approved by DTE as specified in such notice. JOINT USER shall reimburse DTE for all costs and expenses of conducting inventories to the extent that such expenses are attributable to JOINT USER's Attachments, including Unauthorized Attachments. JOINT USER shall make available to DTE all of its relevant maps and records for any such inventory.

E. Unauthorized Attachments.

Within thirty (30) days of notification of each Unauthorized Attachment, JOINT USER shall pay to DTE the applicable Unauthorized Attachment Fee for each Unauthorized Attachment for each year or part thereof that the Unauthorized Attachment was attached to DTE's Poles. Within such 30-day period, JOINT USER either must remove the Unauthorized Attachment or submit an Application for approval of the Attachment. The Unauthorized Attachment Fee shall be in addition to any and all other applicable fees, including without limitation, the Attachment Rental Fees due and payable for the current annual period and for each prior period in which the Unauthorized Attachment existed. If the prior period in which the Unauthorized Attachment existed cannot be determined to the mutual satisfaction of the Parties, the prior period shall be the time period since the last 100% inventory of JOINT USER's Attachments. Should JOINT USER fail to comply with any of these requirements, DTE may demand that such Unauthorized Attachment be removed by JOINT USER, or DTE itself may remove the Unauthorized Attachment without incurring any liability to JOINT USER and JOINT USER shall be liable to DTE for the Imposition Costs associated with such removal. Nothing herein shall act to limit any other applicable remedies, including a remedy for trespass, that may be available to DTE as a result of any Unauthorized Attachment.

F. DTE Failure to Act.

No act or failure to act by DTE with regard to any Unauthorized Attachment shall be deemed to ratify, approve or license the Unauthorized Attachment. If an Application for such Attachment is subsequently approved, such approval shall not operate retroactively to constitute a waiver by DTE of any of its rights under this Agreement regarding the Unauthorized Attachment, and JOINT USER shall be subject to all liabilities, obligations and responsibilities of this Agreement from its inception with regard to any such Unauthorized Attachment.

ARTICLE XII – DEFAULT PROVISIONS

A. Default Remedies.

If JOINT USER is in Default under this Agreement and fails to correct such Default within the cure period specified in Section B below, DTE may, in addition to all other remedies available by contract, law and equity, at its option and without further notice:

- (a) terminate this Agreement;
- (b) terminate the Authorization covering the Pole(s), Conduit System(s) or Trench(es) with respect to which such Default shall have occurred;
- (c) decline to authorize additional attachments under this Agreement until such Default is cured;

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- (d) suspend JOINT USER's access to or work on or in any or all of DTE's Poles, Conduit System or Trenches;
- (e) perform work necessary to correct such Default; and/or
- (f) seek specific performance of the terms of this Agreement through a court of competent jurisdiction.

B. Cure Period.

Except as otherwise provided in this Agreement, JOINT USER shall be entitled to take all steps necessary to cure any Defaults for a period of thirty (30) days following receipt of written notice from DTE, except in the case of a monetary Default. The 30-day notice and cure period does not apply to any Default by JOINT USER of its payment obligations under this Agreement.

C. Termination Because Of Default.

If DTE terminates this Agreement because of JOINT USER's Default, JOINT USER shall not be entitled to any refund of any Attachment Rental Fees.

D. Reimbursement For DTE Work.

If JOINT USER fails to cure a Default with respect to the performance of any work that JOINT USER is obligated to perform under this Agreement, DTE may elect to perform such work without incurring any liability to JOINT USER, and JOINT USER shall reimburse DTE for all Imposition Costs related thereto.

ARTICLE XIII – PROTECTION AND INDEMNITY

A. DTE Service Requirements.

DTE reserves to itself, its successors and assigns, the right to maintain its Poles, Conduit System and Trenches and to operate its equipment thereon or therein in such manner as will best enable it to fulfill its own service requirements. DTE shall exercise reasonable precaution to prevent damage to, or interference with the operation of the equipment of JOINT USER, but DTE shall not be liable for any such damage or interference which may arise out of the use of DTE's Poles or Conduit System or Trenches hereunder.

B. JOINT USER Precautions.

JOINT USER shall exercise special precautions to avoid damage to or interference with facilities of DTE or of other authorized users of DTE's Poles, Conduit Systems, or Trenches, and JOINT USER hereby assumes all responsibility for any and all damage to facilities of DTE, or other authorized users caused by JOINT USER or arising out of the erection, maintenance, installation, presence, use or removal of JOINT USER's Attachments. JOINT USER shall make an immediate report to the particular owner of the facilities affected by the occurrence of any such damage or interference and hereby agrees to reimburse such owner for the expenses incurred in making any necessary modifications, repairs or replacement.

C. Indemnification.

To the extent provided by law, JOINT USER covenants and agrees that it shall indemnify and hold DTE, and all of its officers, agents and employees, harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person or property or both, arising directly or indirectly out of, or in connection with JOINT USER's, or any of its contractors, use of DTE facilities, including Poles, Conduit Systems, and Trenches to which DTE or any of its officers, agents, and employees may be subject or put by reason of any act, action, neglect or omission on the part of JOINT USER or any of its contractors or any of their respective officers, agents, and employees; said obligation to indemnify and hold harmless DTE includes, but is not limited to, injuries which occur to employees of JOINT USER or its contractors, or injuries to members of the public, or injuries to employees of DTE. Nothing herein shall be construed to waive, limit, or restrict any governmental immunity defense available to the Joint User Ypsilanti Township.

D. JOINT USER Defense.

In the event any suit or other proceedings, for any claim, loss, damage, cost, charge, or expense covered by JOINT USER's foregoing indemnity, should be brought against DTE or any of its officers, agents, or employees, JOINT USER hereby covenants and agrees to assume the defense thereof and defend the same at JOINT USER's own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgment that may be incurred by, or obtained against DTE or any of its officers, agents or employees in such suits or other proceedings. In the event of any judgment or other lien being placed upon the property of DTE in such suits or other proceedings, JOINT USER shall at once cause the same to be dissolved and discharged by giving bond or otherwise. JOINT USER's indemnity obligations are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify DTE and DTE's granting it the right to control the defense and settlement of the same.

ARTICLE XIV – LIMITATIONS ON DAMAGES

- (A) UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, DTE SHALL NOT BE LIABLE TO JOINT USER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY JOINT USER OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASER OF JOINT USER FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.**
- (B) NOTWITHSTANDING ANY PROVISION OR IMPLICATION TO THE CONTRARY, IN NO EVENT SHALL THE LIABILITY OF DTE PURSUANT TO THIS AGREEMENT EXCEED THE ATTACHMENT RENTAL FEES THERETOFORE PAID BY JOINT USER TO DTE DURING ANY ANNUAL PERIOD PURSUANT TO THIS AGREEMENT.**

ARTICLE XV - INSURANCE

A. Insurance Requirement.

1. JOINT USER shall, at their own expense, procure, maintain and keep in effect during the term of this Agreement, and any extensions or renewals thereof, a policy of Commercial General Liability Insurance, including contractual liability coverage for the liability assumed herein, in the amount not less than \$10,000,000 each occurrence annually consisting of primary and excess insurance with respect to each project or contract undertaken with DTE. Each Insurance Policy is to include DTE Energy Company and all subsidiaries including but not limited to ("DTE") as additional insured for claims arising directly or indirectly out of this Agreement.
2. JOINT USER shall maintain, at its expense, Workers' Compensation coverage as required by the Michigan statute.
3. JOINT USER shall maintain at its expense Automobile Liability Coverage up to a limit of not less than \$1,000,000 combined single limit with respect to bodily injury and property damage arising from the ownership, operation or use of an automobile.

B. Certificate of Insurance.

JOINT USER shall at the time of acceptance of this Agreement, submit to DTE, a Certificate of Commercial General Liability Insurance evidencing such insurance coverage and endorsement of DTE as additional insured as provided for herein and evidence of renewals thereof. Such certificates shall state that no material change or cancellation can be effected without thirty (30) days prior written notice to DTE. Certificates evidencing renewals of these coverages shall be delivered to DTE no later than fifteen (15) days after the effective date of such renewal.

C. Miscellaneous Insurance Provisions.

It is expressly understood that the obtaining of the insurance as is herein provided, shall in no way limit or release JOINT USER'S liability under the indemnity provisions as provided herein.

The insurance provided by JOINT USER and its contractors and subcontractors shall be primary to, and not contributing with, any applicable insurance or self insurance maintained by DTE.

DTE does not in any way represent that the insurance specified herein, whether with respect to scope or coverage or limits, is adequate or sufficient to protect the interests of JOINT USER.

ARTICLE XVI – RIGHTS

A. Other Attachment Agreements Unaffected.

Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by DTE, by contract or otherwise, to others not parties to this Agreement, to use any Pole, Conduit System, or Trench covered by this Agreement and DTE shall have the right to continue such rights or privileges. The privileges herein granted shall at all times be subject to such contracts and arrangements.

B. Assignment and Transfer.

JOINT USER shall not assign, sublease or otherwise transfer, in whole or in part, this Agreement or any of the privileges granted herein without the prior consent in writing of DTE. No such consent granted by DTE shall be effective until JOINT USER's assignee, sublessee or other transferee has agreed, on an enforceable separate document signed and delivered to DTE, to assume all obligations and liabilities of JOINT USER under this Agreement, and DTE has thereafter signed such document. DTE may condition such consent upon the assignee's, sublessee's or transferee's agreement to reasonable additional or modified terms or conditions.

If there is a change of Control of JOINT USER, then DTE shall have the right, in its reasonable discretion, immediately to terminate this Agreement in its entirety without further liability.

DTE may assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior consent of JOINT USER.

C. Third Party Equipment.

JOINT USER shall not permit the installation or maintenance of any third party equipment on or in DTE's Poles, Conduit Systems, or Trenches, without DTE's consent in writing.

D. Successors and Assigns.

Subject to the provisions of Section A hereof, this Agreement shall extend to and bind the successors and assigns of the Parties hereto.

ARTICLE XVII – PAYMENT OF BILLS

A. Payment Period.

Unless otherwise specified in this Agreement, all amounts payable under this Agreement shall be paid within thirty (30) days after presentation. Nonpayment of bills within thirty (30) days after notice of nonpayment shall constitute Default of this Agreement. In addition to any available Default remedies, interest shall be charged at the rate of one and one half percent (1.5%), or the maximum amount allowed by law if

less than 1.5%, on the unpaid balance of delinquent bills for each month or part thereof until paid. Partial payment shall be applied first to payment of accrued late fees.

B. Fee Disputes.

In the event there is a dispute over the fees and charges, the parties shall follow the process as provided in Attachment 1. JOINT USER shall continue payment of all fees and charges when due and performance of all obligations under this Agreement during any period of controversy or claim arising out of, or relating to, this Agreement or its breach. Upon the resolution of any controversy or claim not subject to further appeal, which resolution requires the refund of any fees and charges paid by JOINT USER during the period of controversy, DTE shall promptly refund such amounts.

C. Security.

DTE in its discretion may require JOINT USER at any time to furnish a Security Instrument at JOINT USER's expense and in the amount identified by DTE, as the same may be revised from time to time in the sole discretion of DTE, with terms and conditions and from a financial institution acceptable to DTE, in order to guarantee JOINT USER's payment in full of all Attachment Rental Fees and other amounts payable to DTE under this Agreement, including potential costs incurred by DTE to remove JOINT USER's Attachments. No Authorization for any Attachments will be granted to JOINT USER until the Security Instrument required by this section is received by DTE.

D. Power Supplies.

Any electricity that JOINT USER requires to power its system shall be supplied by DTE in accordance with DTE's tariff rate for "un-metered" electric service as regulated and approved by the Michigan Public Service Commission.

ARTICLE XVIII – TERM OF AGREEMENT AND TERMINATION PROVISION

A. Term of Agreement.

This Agreement shall become effective on the Effective Date and if not terminated sooner in accordance with the provisions of this Agreement, shall continue in effect for a term of five (5) years. This Agreement shall be automatically renewed on an annual basis, unless a six-month notification, in writing, is received by either Party with intent to terminate.

B. Termination of Agreement.

Upon termination of this Agreement, JOINT USER shall remove its Attachments from all DTE Poles, Conduit Systems, and Trenches within ninety (90) days after Termination. Upon termination of JOINT USER's right to use any particular Pole(s), the Conduit System or Trench(es), JOINT USER shall remove its Attachments from the affected Pole(s), Conduit System or Trench(es) within sixty (60) days following such termination. JOINT USER's removal of its Attachments must follow the process for removal specified in the Administrative Practices attached hereto at Attachment 1. If any Attachments are not so removed within sixty (60) days following such termination, DTE shall have the

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right to: (a) remove, use, dispose of or sell JOINT USER's Attachments without incurring any liability to JOINT USER and JOINT USER shall reimburse DTE for the associated Imposition Costs; and (b) seek damages for trespass. All of JOINT USER's pre-termination obligations with respect to Attachments shall remain in full force and effect until such time as all the Attachments have been removed.

ARTICLE XIX - NOTICES

Any notice, request, consent, demand, designation, approval or statement required to be made to either Party by the other shall be in writing and shall be delivered via personal delivery, Federal Express (or other equivalent, generally recognized overnight delivery service), or electronic mail transmission, or certified U.S. mail return receipt requested to any appropriate individual(s) for the receiving Party, except that any notice, request, consent, demand, designation, approval, or statement that could affect or create: (1) either Party's ability to provide service over its facilities; (2) a monetary obligation under this Agreement; (3) commencement of a cure period; (4) a legal obligation, such as an obligation to indemnify or right to pursue legal action; or (5) a termination under this Agreement, shall be sent by personal delivery, overnight delivery, or certified U.S. mail return receipt requested to the following addresses:

If to DTE:

DTE Electric Company
One Energy Plaza
Attn: Joint Use – 880 WCB
Detroit, MI 48226

If to JOINT USER:

Ypsilanti Township Clerk
Attn: Heather Jarrell Roe
7200 S. Huron River Drive,
Ypsilanti, MI 48197

Send copy to:

McLain & Winters, 61 N. Huron St.,
Ypsilanti, MI 48197

Notice given by electronic mail shall be deemed given when directed to an electronic mail address at which the recipient has consented to receive such notice. Notice given by personal delivery, overnight delivery, or certified U.S. mail shall be effective upon receipt.

ARTICLE XX – FORCE MAJEURE

Neither Party will be held liable for any delay or failure in performance of any provision of this Agreement, other than any delay or failure to pay any sum of money due hereunder, if such delay or failure results from a Force Majeure event. A Force Majeure event means an event caused by strike or other labor problem; act of a third party; embargo; epidemic; accident; fire,

flood, adverse weather conditions, or other major environmental disturbance or act of God; act of military authority; government ordinance, law, rule, regulation, or restrictions; inability to obtain necessary license, permit, or right; war or civil disorder, or other event of similar or dissimilar nature, provided that such causes are beyond the reasonable control and without the willful act, fault, failure, or negligence of the Party whose performance is affected by the Force Majeure event and that such Party continues to make reasonable efforts to perform.

ARTICLE XXI – NO WAIVER

Failure of DTE to enforce or insist upon compliance with any of the terms or provisions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or provisions.

ARTICLE XXII - LIMITATIONS ON WARRANTIES.

THERE ARE NO WARRANTIES UNDER THIS AGREEMENT EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DTE SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF DTE'S POLES, CONDUIT SYSTEM, OR TRENCHES, OR THE SCOPE OF THE EASEMENTS OR RIGHTS-OF-WAY NECESSARY FOR JOINT USER TO PROVIDE THE SERVICES.

ARTICLE XXIII – RECEIVERSHIP, FORECLOSURE OR ACT OF BANKRUPTCY

This Agreement may, at the option of DTE, cease and terminate one-hundred-twenty (120) days after the appointment of a receiver or receivers or trustee or trustees to take over and conduct the business of JOINT USER whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said one-hundred-twenty (120) days, or unless:

1. Such receivers or trustees shall have, within one-hundred-twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Agreement granted pursuant hereto, and the receivers or trustees within said one-hundred-twenty (120) days shall have remedied all Defaults under this Agreement; and
2. Such receivers or trustees shall within said one-hundred-twenty (120) days, execute an agreement duly approved by DTE having jurisdiction in the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of the franchise herein granted.

In the case of a foreclosure or other judicial sale of the plant, property and equipment of JOINT USER, or any part thereof, including or excluding this Agreement, DTE may serve notice of termination upon JOINT USER and the successful bidder at such sale, in which event this Agreement herein granted and all rights and privileges of this Agreement hereunder shall cease and terminate thirty (30) days after service of such notice, unless:

CONFIDENTIAL

1. DTE shall have approved the transfer of this Agreement, as, and in the manner provided in this Agreement; and
2. Unless such successful bidder shall have covenanted and agreed with DTE to assume and be bound by all the terms and conditions to this Agreement.

ARTICLE XXIV - PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its own property and services subject to this Agreement.

ARTICLE XXV - OWNERSHIP RIGHTS

All Attached Poles, the Conduit System and Trenches under this Agreement shall remain the property of DTE, and JOINT USER's rights in DTE's Poles, Conduit System and Trenches shall be and remain a mere license for as long as authorized under the terms and conditions of this Agreement. Nothing herein shall be construed to compel DTE to maintain any of its Poles, the Conduit System or Trenches for a longer period than is required by DTE's own service requirements. All facilities of JOINT USER attached to the Poles, Conduit System or Trenches under this Agreement shall remain the property of JOINT USER, except as otherwise provided herein.

ARTICLE XXVI - THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, this Agreement is intended to benefit only the Parties and may be enforced solely by the Parties, their successors in interest or permitted assigns. It is not intended to, and shall not, create rights, remedies or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, except as provided herein.

ARTICLE XXVII - PRIOR AGREEMENTS SUPERSEDED

This Agreement embodies the entire agreement between DTE and JOINT USER with respect to the subject matter of this Agreement, and supersedes and replaces any and all previous agreements entered into by and between DTE and JOINT USER, written or unwritten, with respect to that subject matter.

ARTICLE XXVIII – ENTIRE AGREEMENT

This Agreement along with any exhibits or attachments thereto constitutes the entire Agreement between the parties and, except as otherwise specified in this Agreement, may not be modified except in writing agreed to by both Parties. Notwithstanding the foregoing, all Exhibits may be modified by DTE pursuant to this Agreement upon thirty (30) days' notice to JOINT USER, and the names, addresses, and electronic mail addresses to which notices must be sent may be modified by either Party upon notice to the other.

ARTICLE XXIX – CONSTRUCTION OF AGREEMENT

This Agreement was reached by each Party after arms' length negotiations and upon the opportunity for advice of counsel, and shall not in any way be construed against either Party on the basis of having drafted all or any part of this document. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. The article headings in this Agreement are for convenience only and shall not be considered a part of or used in the interpretation of this Agreement.

ARTICLE XXX – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

[Signature page follows this page.]

CONFIDENTIAL

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

DTE ELECTRIC COMPANY

By: _____

Name: Pina Vyas

Its: Manager – Joint Use

Date: _____

YPSILANTI TOWNSHIP

By: _____

Name: Brenda L. Stumbo

Its: Supervisor – Charter Township of Ypsilanti

Date: (Month) (Day), 2021

By: _____

Name: Heather Jarrell Roe

Its: Clerk – Charter Township of Ypsilanti

Date: (Month) (Day), 2021

ADMINISTRATIVE PRACTICES

Table of Contents

Section A Attaching or Installing Equipment
Section B Removing Equipment
Section C Joint Use Invoice Discrepancy Process
Section D Exhibits

Section A Attaching or Installing Equipment

Permit Application Package:

JOINT USER must receive written approval from DTE prior to attaching, installing, replacing, reconfiguring, or modifying equipment, on equipment on a DTE Pole or the strand attached to a DTE Pole, in the Conduit System, or in Trenches. JOINT USER initiates approval by preparing the following:

- Attachment Permit Application with all required information (Exhibit 2 – Overhead, and Exhibit 4 – Underground);
- Outside Sales Product Map (obtained from DTE Mapping Dept.) with the DTE-owned Pole to be attached to (identified by circling each DTE-owned Pole), or the Conduit System or Trench to be installed into; and
- For Wireless Attachments, the Wireless Equipment Approval Form (Attachment 5) for pole-mounted Wireless Attachments (Wireless Attachments cannot be strand-mounted). The Wireless Equipment Approval Form identifies all equipment to be used for the Wireless Attachments by providing: (i) a detailed drawing of the Wireless Attachment; and (ii) a detailed description of all equipment, other than the Wireless Attachment, to be used on or within 20 feet of that pole or in DTE's right-of-way. The Wireless Equipment Approval Form also certifies that the installation complies with the radiofrequency radiation exposure limits specified in FCC Rule Section 1.1310.

DTE will invoice JOINT USER for the Application Processing Fee associated with the permit application package.

A maximum of one Outside Sales Product Map is allowed per Attachment Permit. A maximum of one unmetered electric facility is allowed per Attachment Permit. Early and frequent communication with DTE by the JOINT USER is recommended to ensure Attachment Permit Applications are approved on schedule. Billing for Attachment rental begins once the Attachment Permit Application is approved and Make-Ready Work has been completed. Billing for powered equipment begins when the equipment is energized.

Upon completion of Make-Ready Work and the granting permission to attach to DTE's Poles or to any strand attached to DTE's Poles, or in DTE's Conduit System or Trenches, JOINT USER has thirty (30) days to begin its work, and its attachments must be completed within six (6) months. The Permits issued by DTE permitting JOINT USER to affix or install its equipment are valid for six (6) months. If JOINT USER'S attachments are not completed within six (6) months, DTE in its discretion will either arrange for a project extension or require JOINT USER to submit a new Attachment Permit Application along with a new Application Processing Fee.

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An approved Attachment Permit and Outside Sales Product Map shall be returned to JOINT USER for filing and proof of DTE approval. JOINT USER is obligated to produce a copy of each permit for each Attachment at DTE's request. When installing equipment, JOINT USER must have the Permit authorizing the Attachment and Outside Sales Product Map available on site during construction. Except for those poles identified on Exhibit 44, DTE has the right to immediately terminate JOINT USER work on a DTE Pole, strand attached to a DTE Pole, DTE Conduit System or DTE Trench if DTE approval has not been received and require the immediate removal of all unauthorized cable and equipment at JOINT USER'S expense. JOINT USER is not required to have an Attachment Permit and Outside Sales Product Map on site when performing maintenance work (defined as repairing a piece of damaged cable, testing a cable, tagging, replacing anchors and guy wires, or reinstalling bonds) on its Wireline Attachments.

Failure of JOINT USER to comply with the provisions of this section of the Administrative Practices may automatically terminate approval of the previously issued Permits to DTE Poles, strand attached to a DTE Pole, DTE Conduit System or DTE Trenches, render the Permits invalid, and require JOINT USER to resubmit amended new requests for Permits and require JOINT USER to pay new application fees and inspection fees.

Section B Removing Equipment

JOINT USER may at any time and in its sole discretion remove any of its Attachments from DTE's Poles, strand attached to DTE Poles, DTE Conduit System or DTE Trenches and, except as provided in Article XVIII, paragraph B (Termination of Agreement), JOINT USER shall remove any unused Attachments within thirty (30) days of discontinuance. JOINT USER shall provide ten (10) days' notice of any such removal to DTE using the appropriate Termination Notice (Exhibit 3 – Overhead; Exhibit 5 – Underground) and Outside Sales Product Map with the subject Poles, Conduit System or Trenches identified. A maximum of one powered equipment location is allowed per Termination Notice. JOINT USER shall submit the completed Termination Notice with the approved Attachment Permit, and marked up Outside Sales Product Map. DTE will invoice JOINT USER for the Application Processing Fee associated with the Termination Notice. JOINT USER's obligations to make Attachment Rental Fee payments shall continue until: (i) DTE receives such notice; (ii) JOINT USER actually removes its Attachments; (iii) JOINT USER treats the relevant area where its Attachments were located on all affected Poles with an industry-accepted wood preservative, plugs all holes left by such Attachments and otherwise repairs any damage to Poles or other facilities that is caused by JOINT USER's use or removal of its Attachments; and (iv) JOINT USER advises DTE of the date on which such Attachments were removed and any affected Poles repaired. No refund of any rental fee will be due on account of such removal unless that removal is triggered by a Default of this Agreement by DTE. DTE will verify that the Attachment is removed and an approved Termination Notice and Outside Sales Product Map will be returned to the JOINT USER for filing. DTE Joint Use Department will use the approved Termination Notice to prepare and update the records used for the Pole, Conduit System or Trench billing.

Section C Joint Use Invoice Discrepancy Process

If the accuracy or completeness of the invoice issued to Joint User is in question, this process shall be used to resolve discrepancies. Regardless of discrepancies identified by Joint User, Joint User must pay the invoice in full within 30 days per the Agreement.

Notifying DTE

The Joint User must notify DTE via email to DTE jointuse@dteenergy.com account within 60 calendar days from when Joint User first received the invoice. State in the subject: WAAC Discrepancies for *Company Name* for *Month, Year*.

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Include the completed DTE Joint Use Discrepancy Form (Attachment 4, Exhibit 43), Invoice and Billing Summary & Detail Reports as an attachment to the email.

Resolution of Discrepancy

DTE will conduct a detailed investigation that may include reviewing NJUNs, contractor photos, DTE mapping databases and site verification.

If the discrepancy is validated, DTE will notify Joint User, via email, of the results of the investigation and the amount that will be credited. DTE will issue a credit memo that the Joint User may apply to a future invoice. The Joint User is responsible for providing information on which future invoice this credit shall be applied to.

If the discrepancy cannot be validated, DTE will notify Joint User of the results of the investigation via email and the matter will be closed.

Section D Exhibits

The Exhibits applicable to this AGREEMENT are listed in Exhibit 1 and attached.

Please submit all Applications and Terminations to:

JU_permit@dteenergy.com

CHARGES / TERMS OF PAYMENT

Table of Contents

Section 1.	POLES
Section 2.	CONDUIT SYSTEM
Section 3.	TRENCHES
Section 4.	MISCELLANEOUS CHARGES
Section 5.	ESCALATION

1. POLES

Application Processing Fee

For each DTE Pole for which JOINT USER delivers to DTE an Attachment Permit for permission to attach, install, replace or reconfigure JOINT USER equipment, JOINT USER shall pay DTE a non-refundable Application Processing Fee of a minimum of \$100.00 per Pole, or the accounts receivable cost. The Application Processing Fee will be invoiced within 30 days after the Attachment Permit is delivered to DTE.

Attachment Rental Fees

For each Pole on which JOINT USER has installed Camera Attachments, JOINT USER shall pay DTE the sum of \$4.99 per month, per Camera Attachment as an Attachment Rental Fee.

2. CONDUIT SYSTEM

For each request made by JOINT USER to use DTE’s conduit system, JOINT USER shall pay DTE a non-refundable Application Fee with a minimum charge of \$700.00 for up to 2 manholes, and \$300 per manhole thereafter, or DTE’s actual cost with all overheads and premiums. DTE will determine the charging method to be used.

For each cable per foot of conduit JOINT USER has an approved Attachment Permit to install its cable, JOINT USER shall pay DTE the applicable annual Conduit Rental Fee on a cable per foot basis as determined from the following:

JOINT USER	JOINT USER
<u>Installed Innerduct</u>	<u>Using Existing Innerduct</u>
\$9.35 per foot / year	\$9.50 per foot / year

For each manhole in which JOINT USER installs a service coil or splice enclosure, JOINT USER shall pay a Manhole Rental fee of \$350.00 per year. The Conduit Rental and Manhole Rental Fees will be escalated as provided in Section 5, “Escalation”, of this Attachment. Should the number of service coils and splice enclosures placed in DTE manholes by JOINT USER exceed eight (8) in any given mile of DTE conduit system, the JOINT USER shall pay a Manhole Rental fee of \$3,500.00 per manhole per year for such excess. Service coils or splice enclosures shall not be left in manholes without the prior written approval of DTE. For each manhole breached, JOINT USER shall make a one-time only payment to DTE in the sum of \$7,000.00 or DTE’s actual cost if greater than \$7,000.00. Such amount shall be paid before the manhole is breached. All fees will be escalated as provided in Section 3, “Escalation”, of this Attachment.

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3. TRENCHES

Application Processing Fee

For each request made by JOINT USER to use DTE's Trenches, JOINT USER shall pay DTE a non-refundable Application Processing Fee of \$350.00 per site of Trench requested, with a minimum charge that may be assessed in DTE's discretion of either \$350.00 or DTE's accounts receivable cost.

Attachment Rental Fees

For each cable foot of Trench for which JOINT USER has an approved Attachment Permit to install its cable, JOINT USER shall pay DTE the following applicable annual Attachment Rental Fee:

\$9.50 per foot / year

4. MISCELLANEOUS CHARGES

JOINT USER shall pay DTE an Unauthorized Attachment Fee in the amount of ten (10) times the current annual Rental Fee for each Unauthorized Attachment.

JOINT USER shall pay DTE a Noncompliant Attachment Fee in the amount of: (i) \$500 for Noncompliant Attachments for which safety considerations require corrective action within a period shorter than 30 days; and (ii) \$250 for all other Noncompliant Attachments.

DTE shall charge for all costs associated with any inspection or inventory conducted pursuant to the Agreement.

5. ESCALATION

An escalation of 5% will be applied to the fees specified in this Agreement, including this Attachment 2. Escalation will occur on January 1, 2022 and on the anniversary of each January 1 thereafter.

Work As A Contractor

“Work As A Contractor” is any work performed involving Joint User’s facilities by DTE or a DTE contractor during routine or emergency maintenance of DTE poles. If work has been performed on Joint User’s facilities, Joint User will receive an invoice with a summary report.

1. Invoice

An invoice for the tasks performed as stated in the summary report. Payment of the invoice is due within thirty (30) days of the invoice date.

2. Summary Report

A report of work performed by DTE or a DTE contractor. The report will include the following:

- Address/location where work was performed
- Task performed
- Price per task

3. Task Pricing List

A pricing list is available upon request by the Joint User. DTE shall have the right to unilaterally amend or change the tasks and pricing.

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4 – JOINT USE				
<u>DESCRIPTION</u>		<u>PAGE</u>	<u>EXHIBIT NO</u>	
	Index	1-4-Index	1	
	Application/Notification for Attachment Permit	-	2	
	Termination Notice	-	3	
	Attachment Permit-Underground	-	4	
	Joint Use Termination-Underground Lines	-	5	
	Joint Use Record	-	6	
	Pole Tags	-	7	
	General	1-4-1	8	
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Email Permit package to:
JU_permit@dteenergy.com

Permit # _____
Service Area _____
Date Rec'd _____

Application/Notification for Attachment Permit (PL 175)
(Overhead) 963-2410 06-19

Customer Information

Att. Party/Joint User: _____

Address: _____ City/State/Zip: _____

Contact Person: _____ Company: _____ Phone: _____

Customer's Internal Project Number: _____

Date Permit Submitted: _____

Project Information:

New Cable Construction Cable Overlash Power Supply/Camera Tap New Antenna Antenna Upgrade/Maint.

Map Section: _____ **City:** _____ **No. of Poles (if applicable):** _____

Cable Information:

Cable Information: Strand Size: _____ Cable O.D.: _____ Cable Weight: _____

Tension at 60 F Ambient Temp: _____ Tension under NESC Heavy Loaded Conditions: _____

Total # of Cables: _____

Power Supply / Camera Information: Overhead Tap Underground Tap

Make: _____ Model Type: _____ Input Watts: _____

Address (street number/name): _____

Transformer Number (If Underground): _____

Antenna Information: Antenna upgrade Antenna Maintenance Equipment Modification

Make: _____ Model Type: _____ Input Watts: _____

Address (street number/name): _____

The following items must be included with this Attachment request:

- DTE outside sales product map with requested pole attachments and GLN numbers circled and numbered sequentially
- RF (EME Study) Form, engineering drawings and equipment specification sheet if applicable

The granting of this permit does not, in any way, grant possessory interest to use public or private property. The Grantee (attaching party) is solely responsible for obtaining all necessary rights of ways, easements, permits, consents or approvals, either public or private. Permission is hereby granted to make a single attachment on _____ (number) of DTE poles within 6 months of the date this permit is granted, as specified on Exhibit 2-2, by XY coordinate. Billing for pole rental begins once the permission is granted to attach to the pole. Billing for power supplies begins when the power supply is energized. The installation of all pole attachments must conform to DTE construction standards and NESC rules and regulations. This permit must be on site during construction. Grantee's failure to produce a permit when requested, by a DTE employee or its representative, will result in an immediate job shut down until an approved permit can be produced. Grantee must send written notification to DTE that pole attachments have been made, within ten days of completion of construction. Grantee will be required to correct any violations of construction standards within thirty days. Grantee is required to maintain the approved permit on file and must produce upon request by DTE.

Permit to attach issued to Grantee By: _____ (Signature)

Date: _____

Post Inspection Completed: _____ (Signature)

Work approved by: _____ (Print Name)

Date: _____

Permit Issued: _____ (Date)



Application/Notification for Attachment Permit (PL-175) (Overhead)

EXHIBIT 2-2

Email Permit Package to:
JU_permit@dteenergy.com

Permit # _____
Service Center _____

Enter the X and Y Coordinates off Outside Sales Product Map from the pole you have circled in red. Do not fill in the Attachment Height or Position on Pole. DTE will indicate the attachment height and position on pole on the returned permit for Joint Use construction.

	X Coordinate	Y Coordinate	Attachment Height		X Coordinate	Y Coordinate	Attachment Height
1				41			
2				42			
3				43			
4				44			
5				45			
6				46			
7				47			
8				48			
9				49			
10				50			
11				51			
12				52			
13				53			
14				54			
15				55			
16				56			
17				57			
18				58			
19				59			
20				60			
21				61			
22				62			
23				63			
24				64			
25				65			
26				66			
27				67			
28				68			
29				69			
30				70			
31				71			
32				72			
33				73			
34				74			
35				75			
36				76			
37				77			
38				78			
39				79			
40				80			



Email Permit package to:
JU_permit@dteenergy.com

TERMINATION NOTICE

DE 963-2409 (PL-174) 3/07

Permit # _____
Service Area _____
Date Rec'd _____

Customer Information

Att. Party/Joint User: _____

Address: _____ City/State/Zip: _____

Contact Person: _____ Company: _____ Phone: _____

Customer's Internal Project Number: _____

Date Termination Notice Submitted: _____

Project Information:

Cable Attachment Cable Overlash Power Supply/Camera Disconnect Antenna Disconnect

Map Section: _____ City: _____ No. of Poles (if applicable): _____

Cable Information:

Cable Information: Strand Size: _____ Cable O.D.: _____ Cable Weight: _____

Tension at 60 F Ambient Temp: _____ Tension under NESC Heavy Loaded Conditions: _____

Total # of Cables: _____

Power Supply / Camera Information: Overhead Disconnect Underground Disconnect

Make: _____ Model Type: _____ Input Watts: _____

Address (street number/name): _____

Transformer Number (If Underground): _____

Antenna Information: Power Only (Equipment on non-DTE asset)

Make: _____ Model Type: _____ Input Watts: _____

Address (street number/name): _____

The following items must be included with this Attachment request:

- DTE outside sales product map with requested pole attachments and GLN numbers circled and numbered sequentially.
- A list of GLN's on Exhibit 3-2

Post Inspection Completed: _____ (Signature)

Work approved by: _____ (Print Name)

Date: _____



EXHIBIT 4

Attachment Permit- Underground

Permit No. _____

Region _____

Ser. Ctr. _____

Date _____

Permit for Attachment In Detroit Edison Manholes & Conduit

The granting of this permit does not grant possessory interest to use public or private property. The Grantee is solely responsible for obtaining all necessary rights of way, easements, permits, consents, or approvals, either public or private, which may be necessary prior to making the pole attachments.

Permission is hereby granted to _____ to make attachments in certain manhole(s) & conduit(s), as indicated on attached conduit map(s), with the understanding that all such attachment(s) shall be subject to the provisions of our Agreement with you.

Contact Person's Signature

Telephone No.

Date

Underground

Description of cable to be installed: a.) type of cable; b.) number of strands; c.) diameter of cable; d.) pulling tension; and e.) weight per foot. Provide specifications, if requested.

Manholes #'s	City/Township	Map Section No.	Total Footage	No. Splices	No. Knockouts	Application Fee (Total for Project)
--------------	---------------	-----------------	---------------	-------------	---------------	-------------------------------------

The following items must be included with this Attachment Permit request:

1. Detroit Edison conduit maps (3) with requested attachment permit and Manhole numbers circled in red.
2. Payment of application fee as described in Rate Schedule.

Power Supply Section (One power supply per Attachment Permit)

Address or Exact Pole Location

Make

Model No.

Input Watts

Map Section No.

Pole or Pad Location No.

Inspection Section

Pre-install Field Verified by

Date

Result of Verification

Post-install Field Verified by

Date

Results of Verification

Signature (Detroit Edison)

Effective Date

Check box if any comments or remarks are on the back



EXHIBIT 5

**JOINT USE TERMINATION
UNDERGROUND LINES**

DE FORM 963-2743 (UL 69) 1-99

DETROIT, MICHIGAN

(Date)

NOTICE OF TERMINATION

TERMINATION NUMBER _____

Notification is hereby given to _____

That joint use of certain underground conduit or manholes, as indicated on attached sketch, is terminated.

TOTAL DUCT LENGTH: _____ FEET

TOTAL NUMBER OF MANHOLES: _____

MAP SECTION(S) NUMBER(S): _____

BY: _____

REFERENCE _____

ACKNOWLEDGEMENT

EFFECTIVE DATE: _____

BY: _____

ATTACHMENT IDENTIFICATION

To identify attachments accurately, it is necessary that the Attaching Party or Joint User install and maintain an approved identification tag with **your company name** and 24-hour toll free phone number on each attachment at each pole that the Attaching Party or Joint User has been granted permission to attach to.

A color-coding system for attachment identification is required. The following criteria must be used to determine the color of the Identification Tag that is applicable to your company. Lettering must be 3/4" block style.

Type of Provider	Tag Color	Lettering
Telecommunication Providers	Green	White
Municipalities and Government Agencies	Red	White
Cable Service Providers	Yellow	Black
Businesses (Inter-company uses)	Grey	White
Schools	Blue	White
Wi-Fi	Black	Yellow

The following are DTE approved identification tag manufacturers as of 2015:

William Frick & Co.
 2600 Commerce Drive
 Libertyville, IL 60048

Phone: 847-918-3700
 Fax: 847-918-3701
 Web: www.fricknet.com
 E-mail: sherry.weber@fricknet.com

Contact: Sherry Weber

ACP INTERNATIONAL
 521 N. Great Southwest
 Pkwy., Arlington, TX

Phone: 817-640-0992
 Web: www.ACPInternational.com
 E-mail: sales@acpinternational.com

Contact: Becky Nussbaum

MUNI

1-800-XXX-XXXX

3/4"

CATV

1-800-XXX-XXXX

TELCO

1-800-XXX-XXXX

SCHOOL

1-800-XXX-XXXX

PRIVATE

1-800-XXX-XXXX

WI-FI

1-800-XXX-XXXX

4-JOINT USE

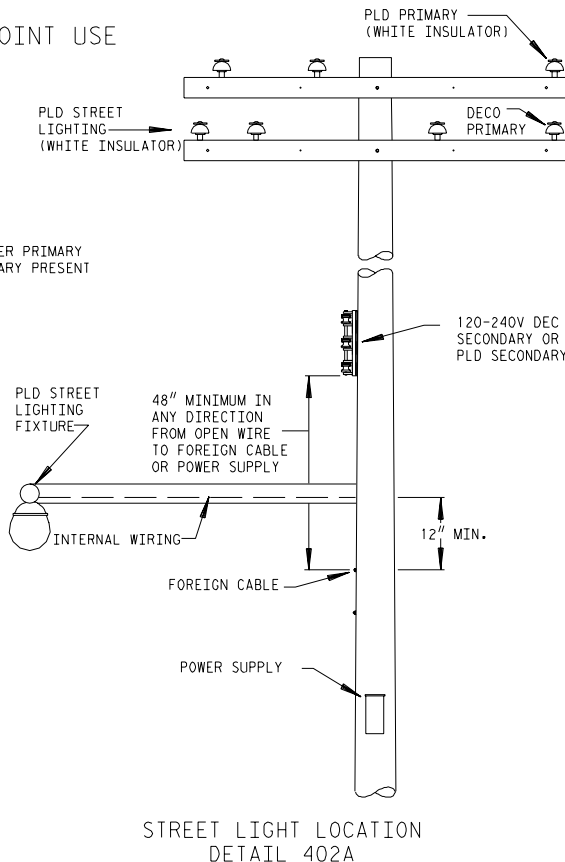
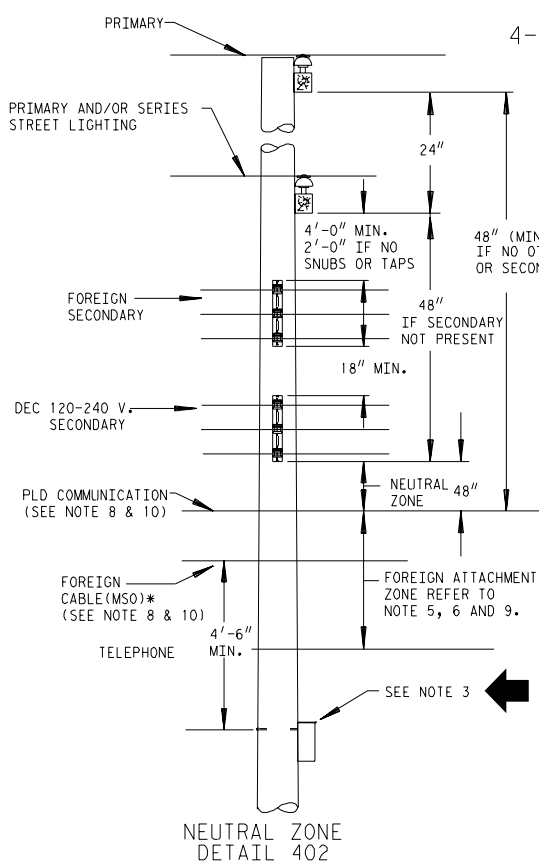
GENERAL

The intent of this section is to provide the construction details to be followed by all third party, DTE, and DTE contract crews when making attachments to DTE utility poles within the communication zone or elsewhere as shown. To assure worker safety, only qualified electrical workers¹ (as defined in the footnote below) are permitted to install communication equipment (including vertical runs and electrical taps) if the equipment is to be installed above the communication zone on a pole. Installation or upgrading of third party cables and/or equipment in DTE manholes is also covered in this section. The details within this section cover the clearances, mounting separation, guying, grounding, bonding, power supply mounting, climbing space, and the hardware to be used when making these attachments, installations, and/or upgrades.

Before any new installation, attachment, or upgrade is made to communication facilities; a Permit and Contract must be obtained from DTE defining the scope of the work and to obtain permission to perform the work as proposed.

As part of the permitting process, any modifications to existing facilities or new installations require an engineering evaluation be made to determine the impact of the proposed construction on the existing pole. The engineering study will also determine the size of pole required, the guying requirements, conductor/cable sags, and the associated wire clearances under the worst case conditions as described in the NESC.

¹ Per the 2002 Edition of National Electrical Safety Code; "Qualified is having been trained in and having demonstrated adequate knowledge of installation, construction, or operation of lines and equipment and the hazards involved, including identification of and exposure to electrical supply and communication lines and equipment in or near the workplace.



NOTES:

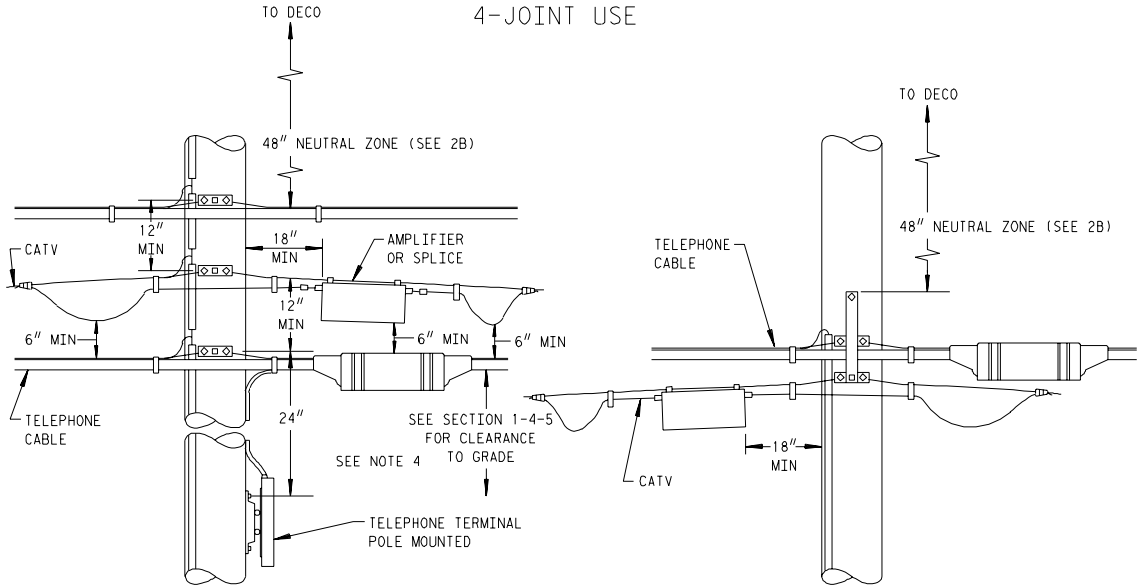
1. A NEUTRAL ZONE IS REQUIRED BETWEEN POWER AND FOREIGN CABLES TO PROVIDE A SAFETY SEPARATION BY SPACE FOR THE LINEMAN WORKING ON EITHER SYSTEM. THIS ZONE SHALL MEASURE 48" OR 72" (SEE NOTE 4) BETWEEN THE POWER CONDUCTORS OR NON-CURRENT CARRYING METAL PARTS OF EQUIPMENT CLOSELY ASSOCIATED THEREWITH, SUCH AS TRANSFORMER CASES, METAL PINS OR RACKS, ETC., TO THE FOREIGN CABLE. (SEE DETAIL 402).
2. SEE 1-4-8 AND 9 FOR LOCATION OF AMPLIFIER UNIT ON POLE, AND 120V SERVICE TO AMPLIFIER.
3. SEPARATIONS BETWEEN FOREIGN ATTACHMENTS ARE USUALLY 24" PREFERRED OR 12" MINIMUM.
4. WHERE THE PREFERRED NEUTRAL ZONE CANNOT BE OBTAINED ON EXISTING POLES, THE FOLLOWING CAN BE SUBSTITUTED TO AVOID POLE REPLACEMENTS: 40" FOR 48", 60" FOR 72". (DETAIL 402)
5. THE DECO SYSTEM NEUTRAL AND DECO FIBER OPTIC CABLE SUPPLY CABLES MAY HAVE A REDUCED CLEARANCE OF 30 INCHES TO COMMUNICATION CABLES (INCLUDING FOC CABLES) WHEN THE NEUTRAL AND THE CABLE MESSengers ARE BONDED TOGETHER. EXCEPTION: SYSTEM NEUTRAL CLEARANCE MAY BE REDUCED TO 12 INCHES IN THE SPAN WHEN BONDED TO THE MESSENGER OF THE COMMUNICATION CABLE AND HAVE A 30 INCH MINIMUM CLEARANCE AT THE POLE.
6. ALL FOREIGN CABLES, MESSengers AND CUY WIRES SHALL BE BONDED AS SPECIFIED BY DETROIT EDISON AND THE OWNER OF THE OTHER COMMUNICATION FACILITY. REFER TO 1-4-7.
7. AERIAL CROSSING CLEARANCE REQUIRED BETWEEN FOREIGN CABLE AND SECONDARY SUPPLY CONDUCTORS IS 48" MINIMUM WITHIN 6' OF POLE AND 24" MINIMUM BEYOND 6' FROM POLE.
8. REFER TO 1-4-4 FOR MINIMUM VERTICAL CLEARANCES TO BE PROVIDED OUT IN THE SPAN.
9. WHEREVER PRACTICABLE, ALL CABLES SHALL BE INSTALLED ON THE SAME SIDE (NON-CLIMBING) OF THE POLE. THIS IS GENERALLY ON THE SAME SIDE AS THE POWER SECONDARY NEUTRAL.

LEGEND:

- * MULTIPLE SYSTEM OPERATOR (MSO)
- ** SATELLITE MASTER ANTENNA TELEVISION (SMATV)
- PUBLIC LIGHTING DEPARTMENT, CITY OF DETROIT (PLD)
- DETROIT EDISON COMPANY (DECO).

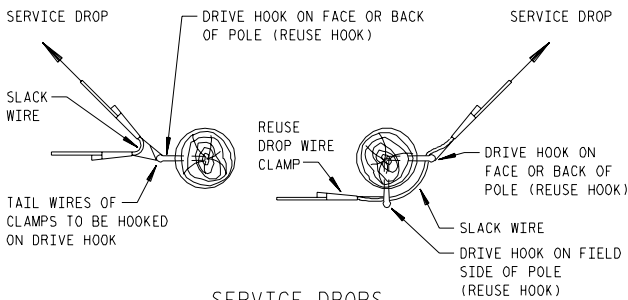
JOINT USE SPECIFICATION
FOR FOREIGN, COMMUNICATION
(NEUTRAL ZONE, STREET LIGHT LOCATION)

4-JOINT USE



VERTICAL SEPARATION BETWEEN CABLES
DETAIL 403

VERTICAL SEPARATION BETWEEN CABLES
WITH "L" BRACKET
DETAIL 403A

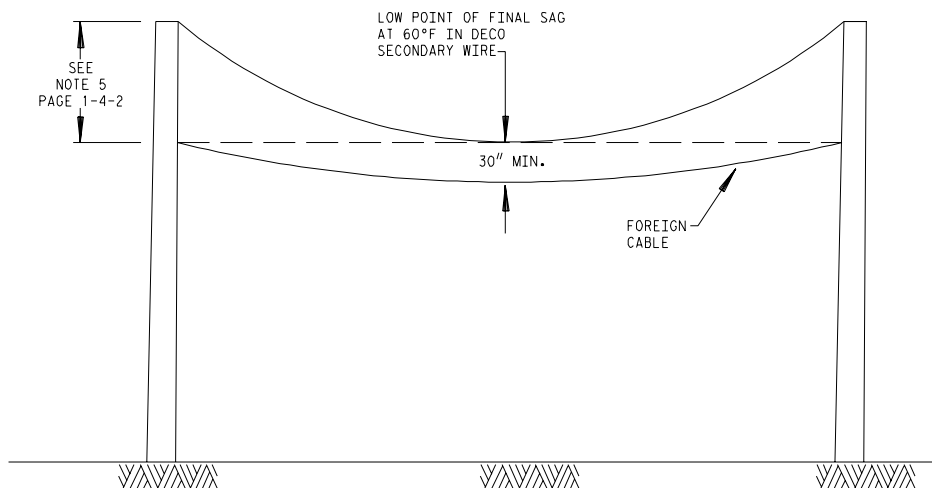


SERVICE DROPS
DETAIL 403B

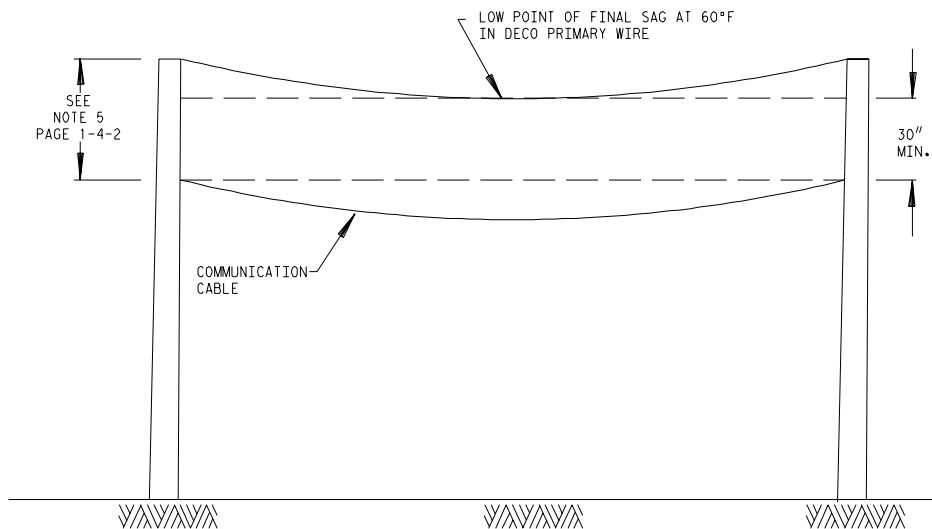
1. CONSTRUCTION LIMITED TO TANGENT, MINOR ANGLE WITH ASSOCIATED GUYS, SERVICE DROPS, TELEPHONE, OR CABLE TV, OR COMMUNICATION CABLES.
2. CLEARANCE BETWEEN FOREIGN CABLES AND DECO CONSTRUCTION:
 - A. VERTICAL SEPARATION BETWEEN FOREIGN CABLES 12" MIN. BUT MAY BE REDUCED TO 4" MIN. FOR CROSSING.
 - B. 48" PREFERRED. 40" MIN. NEUTRAL ZONE MUST BE MAINTAINED FROM DECO ATTACHMENT TO FOREIGN ATTACHMENTS. (REFER TO PAGE 1-4-2-NOTE 5 FOR CLEARANCES).
3. METHODS OF BONDING AND GROUNDING:
 - A. ALL CABLE SUPPORTING STRANDS AND ASSOCIATED GUYS SHALL BE BONDED AND COMMON GROUNDED ON EVERY POLE WHERE GROUNDS EXIST. REFER TO PAGE 1-4-7 FOR CONSTRUCTION DETAILS.
4. DO NOT INSTALL POLE ADJACENT TO A FOREIGN CABLE STRAND MOUNTED TERMINAL OR A CABLE TV AMPLIFIER.
5. THERE IS NO SPECIFIED ORDER FOR FOREIGN CABLES.
6. CHANGES OTHER THAN DETAIL NUMBERS MADE TO THIS PAGE MUST BE REFLECTED ON REFERENCE PAGE 1-2-39.

VERTICAL SEPARATION
AND SERVICE DROPS

4-JOINT USE



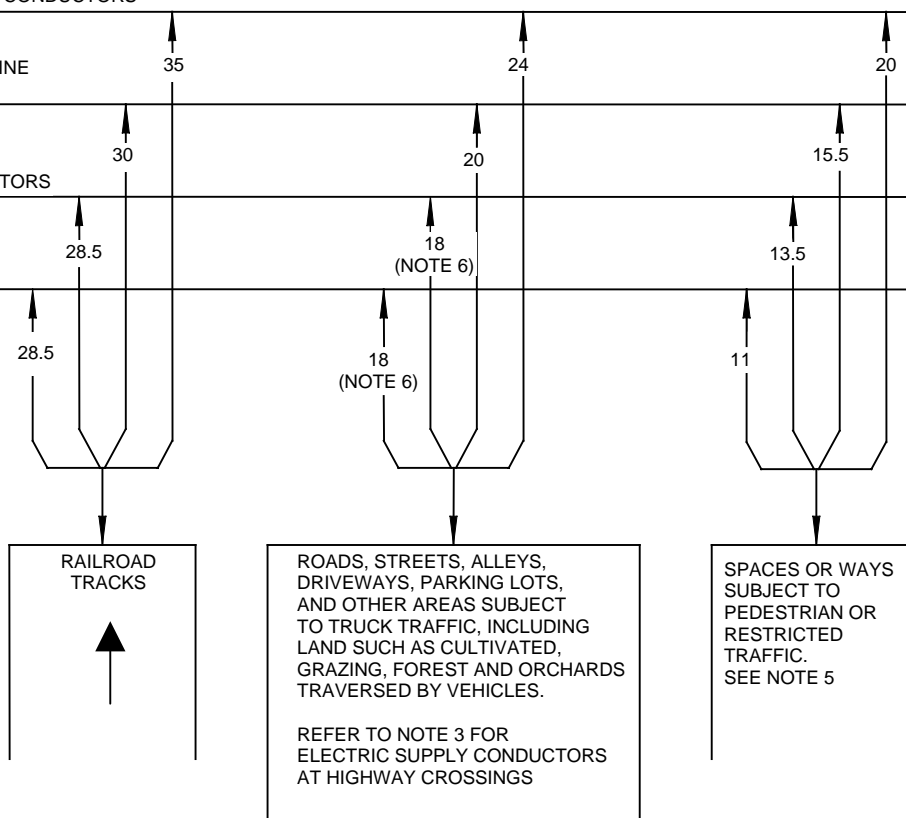
CLEARANCE TO SECONDARY
DETAIL 404



CLEARANCE TO PRIMARY
DETAIL 404A

4-JOINT USE

CLEARANCE HEIGHTS ARE IN FEET

4.8-13KV
OPEN PRIMARY LINE CONDUCTORS0 TO 750 VOLT
OPEN SECONDARY LINE
CONDUCTORS0 TO 750 VOLT
MULTIPLEX CONDUCTORSMESSENGERS,
COMMUNICATIONS,
NEUTRALS, AND
GROUNDED GUYS

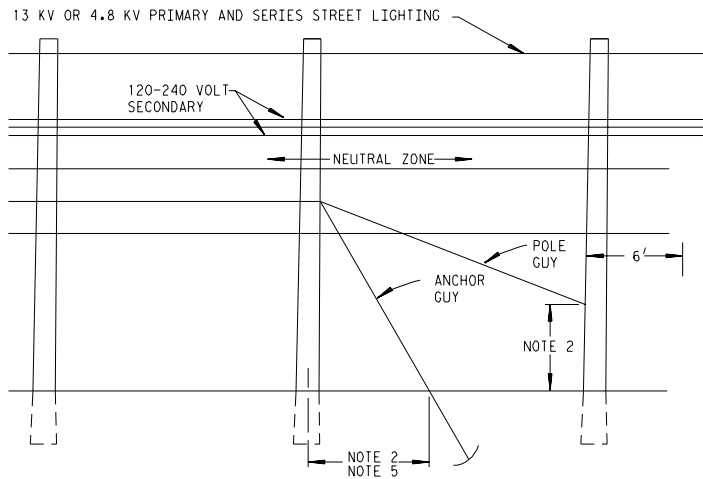
→ **CHART 405**

Notes:

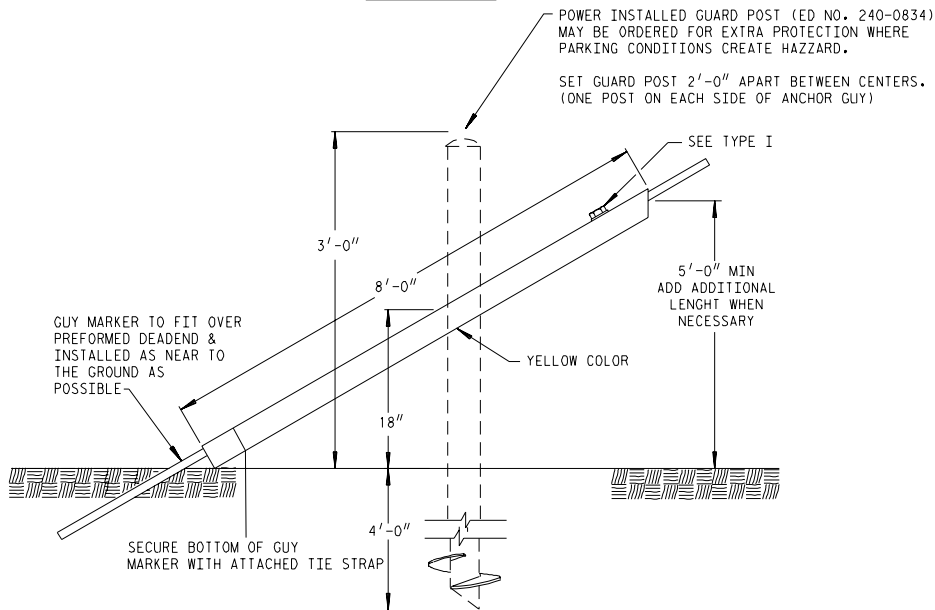
1. Clearances shall be calculated at maximum final sag at the maximum operating temperature of the conductor. Clearances in the chart include the 1.5- to 5-ft sag adders shown on page 1-11-1 in the Lines Construction Manual. Refer to Section 18 in the Lines Construction Manual for sags.
2. Where the height of attachment to a building or other installation does not permit service drops to meet these values, clearances in the Alternate Chart for Service Drops on page 1-11-9 in the Lines Construction Manual may be used.
3. Michigan statutes require a minimum clearance of 22 feet for electric supply conductors at highway crossings. Highways include major streets or roads which are direct traffic routes. Clearances apply at the center or edge of the highway.
4. Trucks are defined as any vehicle exceeding 8 feet in height; clearances for trucks are based on a vehicle height of 14 feet.
5. Pedestrian and restricted traffic areas are those where vehicles exceeding 8 feet in height are prohibited or not normally encountered nor anticipated.
6. Clearance may be reduced to 17 feet in road rights-of-way where the wires, conductors, or cables **do not overhang** the traveled way of the roadway. 17 feet of clearance also applies at crossings over, or running along, alleys, driveways or parking lots.
7. No clearance from ground is required for anchor guys not crossing tracks, rails, roads, streets, driveways, or pathways.
8. Changes other than detail numbers made to this page must be reflected on reference page 1-11-8 in the Lines Construction Manual.

**VERTICAL CLEARANCE OF DISTRIBUTION
WIRES, CONDUCTORS, OR CABLE ABOVE
GROUND, ROADWAY, OR RAILS**

4-JOINT USE



GUYING
DETAIL 406



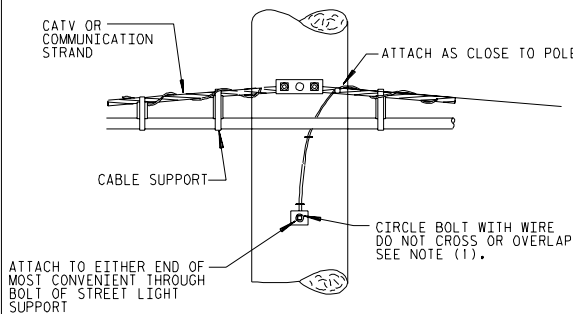
INSTALLATION OF PLASTIC GUY MARKER
DETAIL 406A

NOTES:

1. STRINGING SAGS FOR FOREIGN CABLES ARE TO BE ADJUSTED SO THAT THE REQUIRED STRENGTH LIMITS OF 60% OF ULTIMATE UNDER HEAVY LOADED CONDITIONS ARE NOT EXCEEDED.
2. ALL CONDUCTOR DEADENDS SHALL BE ANCHOR OR POLE GUYED (ANCHOR GUY PREFERRED). POLE GUY ATTACHMENT HEIGHTS ARE TO BE AT THE LOAD AND AT A MINIMUM 8'-0" ABOVE GROUND.
3. GUYS ARE TO BE BONDED TO MESSENGER WIRES TO EFFECTIVELY GROUND THE GUY WIRES. A MINIMUM OF 4 GROUNDS PER MILE ON THE MESSENGER IS REQUIRED.
4. AERIAL CROSSING CLEARANCE REQUIRED BETWEEN FOREIGN CABLE AND SECONDARY SUPPLY CONDUCTORS IS 48" MINIMUM WITHIN 6' OF POLE AND 24" MINIMUM BEYOND 6' FROM POLE.
5. ANCHORS SHALL BE INSTALLED WITH A MINIMUM OF 4' HORIZONTAL CLEARANCE FROM ADJACENT ANCHORS.

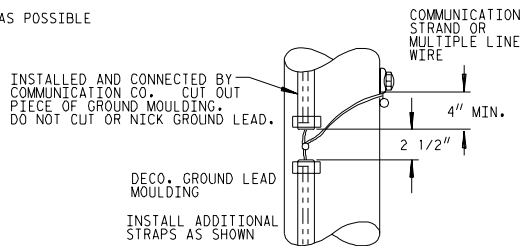
GUYING REQUIREMENTS

4-JOINT USE



ATTACH TO EITHER END OF MOST CONVENIENT THROUGH BOLT OF STREET LIGHT SUPPORT

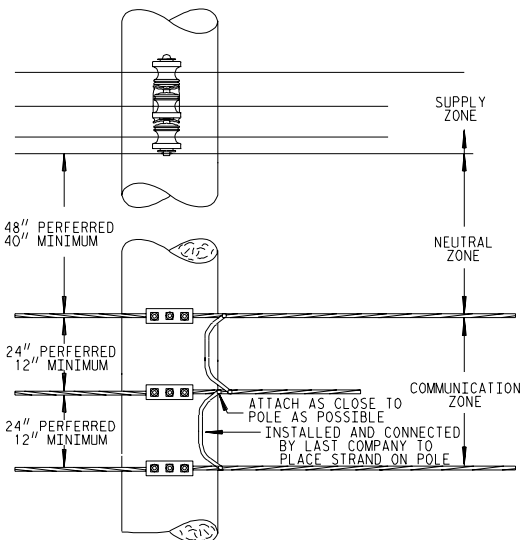
FOREIGN CABLE STRAND TO D.E. Co. STREET LIGHT BRACKET
DETAIL 407



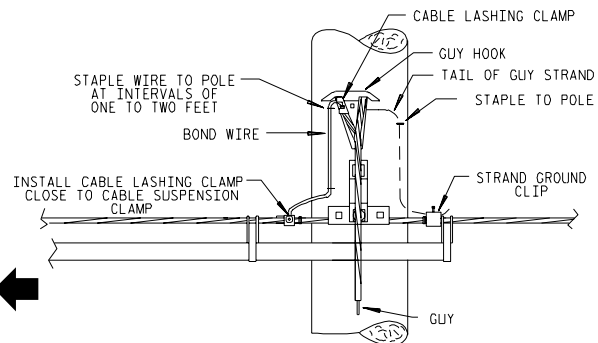
FOREIGN CABLE STRAND TO D.E. Co. GROUNDING CONDUCTOR
DETAIL 407A

NOTES:

1. FOREIGN STRAND MUST BE BONDED TO A D.E. Co. STREET LIGHT BRACKET OR STREET LIGHT SUSPENSION STRAND WHEN THE VERTICAL CLEARANCES CANNOT BE OBTAINED.
THE D.E. Co. WILL INSTALL THE BOND: WHEN A D.E. Co. STREET LIGHT IS TO BE INSTALLED ON A POLE HAVING EXISTING COMMUNICATION STRAND. THE COMMUNICATION Co. WILL INSTALL THE BOND: (SEE NOTE 4) WHEN THE STRAND IS TO BE INSTALLED ON A POLE HAVING AN EXISTING D.E. Co. STREET LIGHT.
2. BOND WIRE SHALL BE NO. 6 OR LARGER, BARE OR COVERED.
3. IF BOND WIRE IS MORE THAN 12" LONG, STAPLE TO POLE.
4. THE FOREIGN Co. MAY ATTACH THE BOND WIRE TO THE STRAND AND LEAVE SUFFICIENT WIRE TO REACH THE FIXTURE, BUT IT SHALL NOT BE ATTACHED UNTIL IT IS DETERMINED THAT THE INSULATING TRANSFORMER IS A STANDARD APPROVED TYPE. THE COMMUNICATION Co. SHALL REFER EACH CASE TO THE D.E. Co. SERVICE PLANNER WHO WILL DETERMINE THE TYPE OF TRANSFORMER. IF THE TRANSFORMER IS SATISFACTORY, THE COMMUNICATION Co. SHALL COMPLETE THE BOND. IF IT IS NECESSARY TO REPLACE THE TRANSFORMER, THE COMMUNICATION Co. SHALL REQUEST SUCH REPLACEMENT BY JOINT USE MEMO. THE D.E. Co. SHALL COMPLETE THE BOND AT THE TIME OF TRANSFORMER REPLACEMENT.
5. INTERSECTING CABLE RUNS- BOND AT EVERY JOINT USE POLE AT INTERSECTING LEADS.
PARALLELING CABLE RUNS- BOND AT THE FIRST AND LAST POLE, AND ON INTERMEDIATE POLES AT APPROXIMATELY EQUAL INTERVALS OR NOT MORE THAN 750 FEET.
6. BONDING IS REQUIRED WHEN A POLE GROUND EXISTS.
7. COMMON BONDING IS PREFERRED (DETAIL 407B) WHEN A POLE GROUND DOES NOT EXIST. IF IT IS ESSENTIAL OR DESIRABLE FOR OTHER REASONS TO ESTABLISH VERTICAL SEPERATION OF 40" OR MORE, BONDING IS NOT NECESSARY.
8. FOR FIGURE 8 COMMUNICATION CABLE GROUND CONNECTOR SEE DETAIL 2205G.
9. THERE IS NO SPECIFIED ORDER FOR FOREIGN CABLES.
10. THE BRACKET SHOULD BE BONDED WHEN A POLE GROUND IS PRESENT ON THE POLE. IN SUCH INSTANCES, THERE IS NO NEED TO MULTI-GROUND THE INDIVIDUAL CABLES.
11. CHANGES OTHER THAN DETAIL NUMBERS MADE TO THIS PAGE MUST BE REFLECTED ON REFERENCE PAGE 1-15-18.2 IN THE LINES CONSTRUCTION MANUAL.



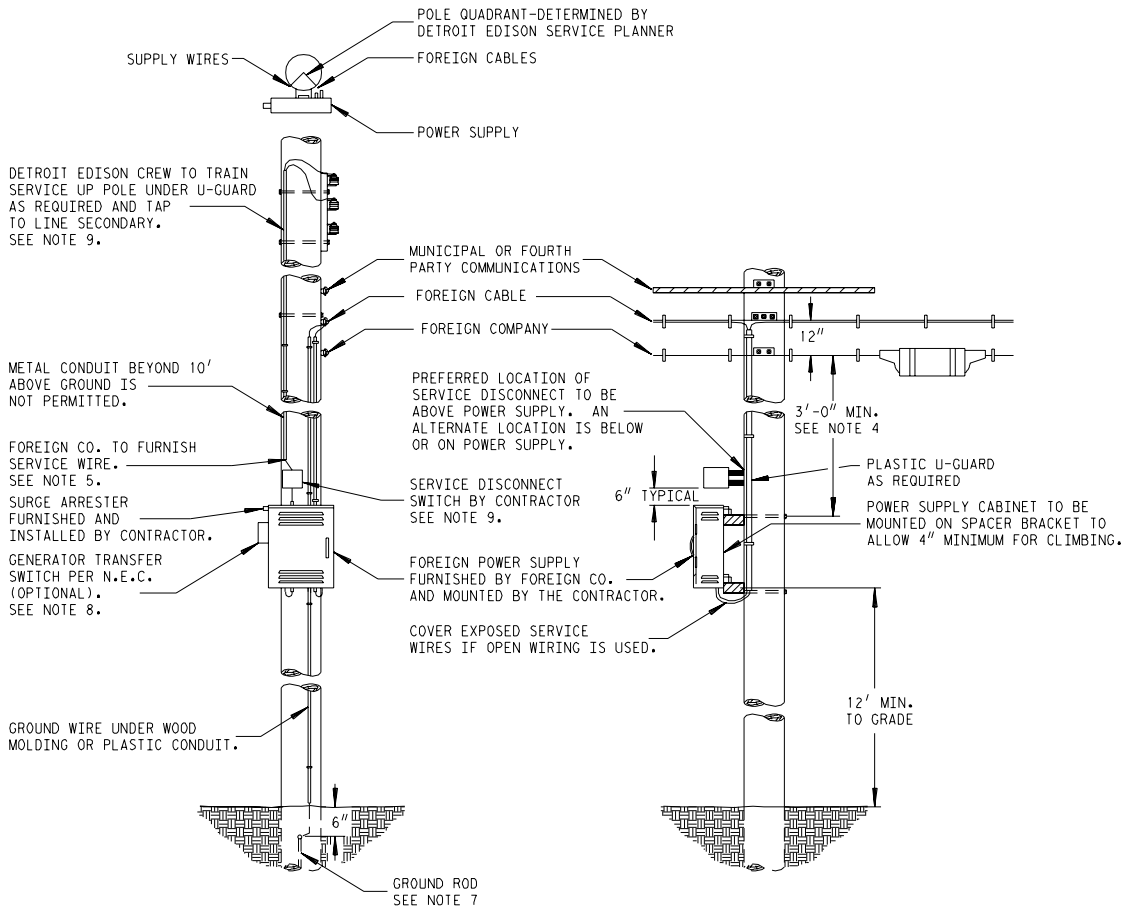
FOREIGN STRAND TO D.E. Co. COMMUNICATION CABLE STRAND
DETAIL 407B



BONDING WITH TAIL OF GUY OR GROUND WIRE
DETAIL 407C

JOINT USE POLE COMMON GROUNDING AND BONDING (TELEPHONE AND CABLE TV)

4-JOINT USE



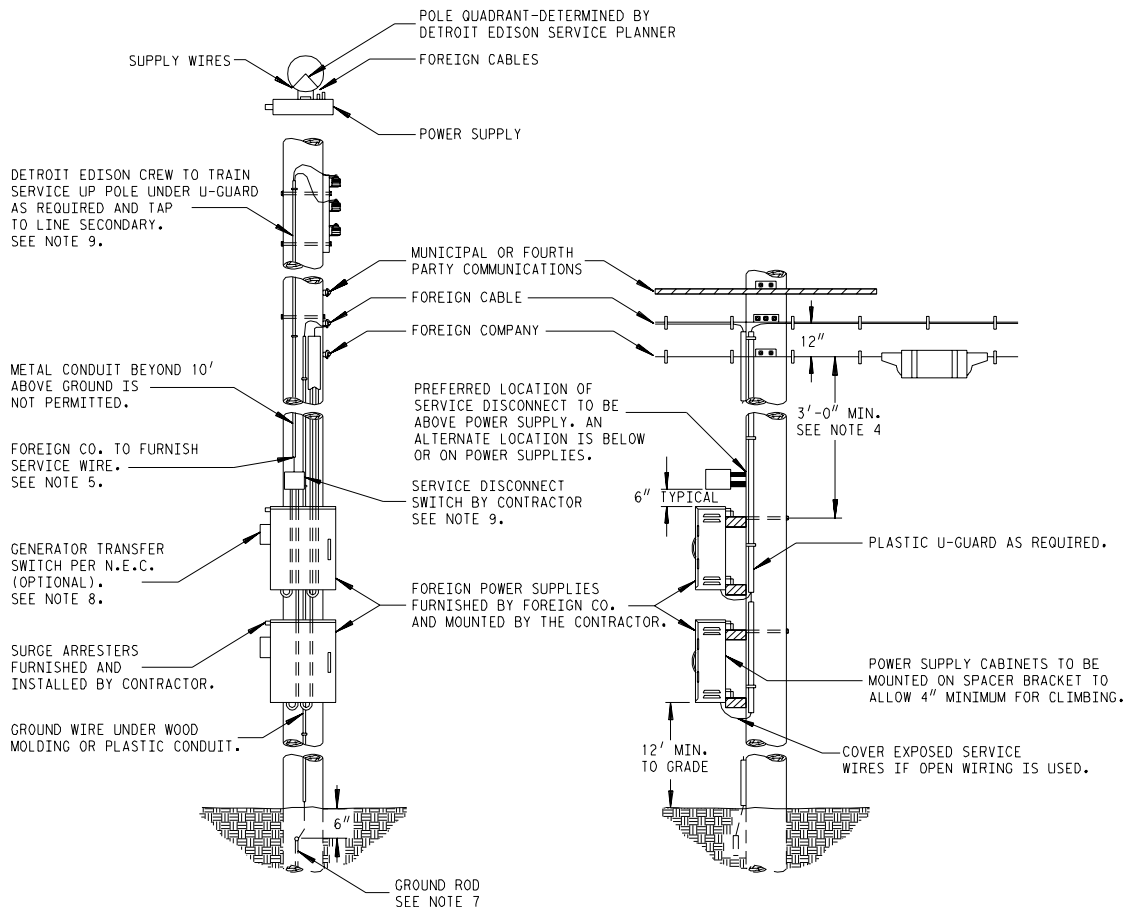
NOTES:

DETAIL 408

1. THE LOCATION OF A FOREIGN CABINET INSTALLATION SHALL BE COORDINATED BY THE FOLLOWING PERSONNEL.
 - A. DETROIT EDISON SERVICE PLANNER
 - B. FOREIGN CO. REPRESENTATIVE
2. THE POWER SUPPLY OR ASSOCIATED EQUIPMENT SHALL NEVER BE LOCATED ON A POLE WHERE IT WILL IN ANY WAY INTERFERE WITH THE CLIMBING SPACE OR MAINTENANCE OF EQUIPMENT.
3. POLES CARRYING UTILITY UNDERGROUND RISER CABLES OR POLES SUPPORTING TELEPHONE CROSS CONNECTING TYPE TERMINALS, AIR DRYERS, CONCENTRATORS, CARRIER CABINETS, APPARATUS CASES, POLE MOUNTED LOAD POTS AND POLES CARRYING HEAVY DETROIT EDISON EQUIPMENT SUCH AS TRANSFORMER CLUSTERS, REGULATORS, DAS EQUIPMENT, P.T.S., CAPACITOR BANKS, BUCK POLES, ETC., SHALL NOT BE SELECTED FOR A POWER SUPPLY LOCATION. CONTACT DETROIT EDISON INTERCOMPANY FACILITIES ADMINISTRATOR FOR SPECIAL SITUATIONS.
4. NORMALLY THE UPPER POWER SUPPLY SHALL BE MOUNTED ON THE FACE OF THE POLE 3'-0" MINIMUM BELOW THE LOWEST STRAND.
5. SUPPLY WIRES TO BE 2 #8 COPPER OR 2 #6 ALUM. OPEN WIRE OR EQUIVALENT SERVICE ENTRANCE CABLE. THE CABLE FOREIGN CO. SHALL IDENTIFY SERVICE NEUTRAL BY REMOVING SIX INCHES OF INSULATION FROM THE GROUND WIRE, COIL UP AND LEAVE ENOUGH WIRE TO REACH LINE SECONDARY. (IF WHITE OR GRAY WIRE USED, NEUTRAL DOES NOT HAVE TO BE SKINNED.)
6. TIE ALL EQUIPMENT GROUNDS TOGETHER INSIDE SERVICE DISCONNECT SWITCH.
7. FOREIGN CO. MAY GROUND THEIR POWER SUPPLY TO AN EXISTING DETROIT EDISON POLE GROUND WITH A NO. 6 AWG COPPER CONDUCTOR VERSUS INSTALLING A SEPARATE POLE GROUND. WHEN NO POLE GROUND IS PRESENT, THE CONTRACTOR SHALL FURNISH AND INSTALL AN APPROVED GROUNDING ELECTRODE AND POLE GROUND AS SPECIFIED FOR THE POWER SUPPLY.
8. IF A PORTABLE GENERATOR IS TO BE USED, A TRANSFER SWITCH PER NEC MUST BE INSTALLED. ALTERNATE LOCATION FOR TRANSFER SWITCH IS POLE MOUNTED BETWEEN DISCONNECT AND POWER SUPPLY.
9. DETROIT EDISON CREW TO LEAVE SERVICE DISCONNECT SWITCH IN "OFF" POSITION AFTER SERVICE IS CONNECTED.
10. ALL CONSTRUCTION MUST BE IN ACCORDANCE WITH APPLICABLE NATIONAL AND LOCAL CODES.

JOINT USE SPECIFICATION FOR
POLE MOUNTED POWER SUPPLY

4-JOINT USE



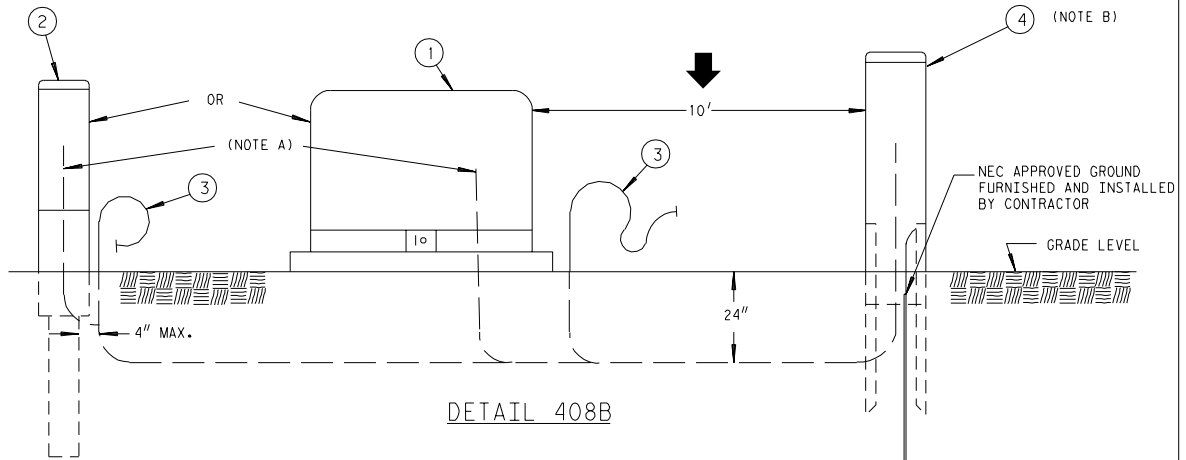
NOTES:

DETAIL 408A

1. THE LOCATION OF A FOREIGN CABINET INSTALLATION SHALL BE COORDINATED BY THE FOLLOWING PERSONNEL.
 - A. DETROIT EDISON SERVICE PLANNER
 - B. FOREIGN CO. REPRESENTATIVE
2. THE POWER SUPPLIES OR ASSOCIATED EQUIPMENT SHALL NEVER BE LOCATED ON A POLE WHERE IT WILL IN ANY WAY INTERFERE WITH THE CLIMBING SPACE OR MAINTENANCE OF EQUIPMENT.
3. POLES CARRYING UTILITY UNDERGROUND RISER CABLES OR POLES SUPPORTING TELEPHONE CROSS CONNECTING TYPE TERMINALS, AIR DRYERS, CONCENTRATORS, CARRIER CABINETS, APPARATUS CASES, POLE MOUNTED LOAD POTS AND POLES CARRYING DETROIT EDISON EQUIPMENT SUCH AS TRANSFORMER CLUSTERS, REGULATORS, DAS EQUIPMENT, CAPACITOR BANKS, P.T.S., BUCK POLES, ETC., SHALL NOT BE SELECTED FOR A POWER SUPPLY LOCATION. CONTACT DETROIT EDISON INTERCOMPANY FACILITIES ADMINISTRATOR FOR SPECIAL SITUATIONS.
4. NORMALLY THE UPPER POWER SUPPLY SHALL BE MOUNTED ON THE FACE OF THE POLE 3'-0" MINIMUM BELOW THE LOWEST STRAND.
5. SUPPLY WIRES TO BE 2 #8 COPPER OR 2 #6 ALUM. OPEN WIRE OR EQUIVALENT SERVICE ENTRANCE CABLE. THE CABLE FOREIGN CO. SHALL IDENTIFY SERVICE NEUTRAL BY REMOVING SIX INCHES OF INSULATION FROM THE GROUND WIRE, COIL UP AND LEAVE ENOUGH WIRE TO REACH LINE SECONDARY. (IF WHITE OR GRAY WIRE USED, NEUTRAL DOES NOT HAVE TO BE SKINNED)
6. TIE ALL EQUIPMENT GROUNDS TOGETHER INSIDE SERVICE DISCONNECT SWITCH.
7. FOREIGN CO. MAY GROUND THEIR POWER SUPPLY TO AN EXISTING DETROIT EDISON POLE GROUND WITH A NO. 6 AWG COPPER CONDUCTOR VERSUS INSTALLING A SEPARATE POLE GROUND. WHEN NO POLE GROUND IS PRESENT, THE CONTRACTOR SHALL FURNISH AND INSTALL AN APPROVED GROUNDING ELECTRODE AND POLE GROUND AS SPECIFIED FOR THE POWER SUPPLY.
8. IF A PORTABLE GENERATOR IS TO BE USED, A TRANSFER SWITCH PER NEC MUST BE INSTALLED. ALTERNATE LOCATION FOR TRANSFER SWITCH IS POLE MOUNTED BETWEEN DISCONNECT AND POWER SUPPLIES.
9. DETROIT EDISON CREW TO LEAVE SERVICE DISCONNECT SWITCH IN "OFF" POSITION AFTER SERVICE IS CONNECTED.
10. ALL CONSTRUCTION MUST BE IN ACCORDANCE WITH APPLICABLE NATIONAL AND LOCAL CODES.

JOINT USE SPECIFICATION FOR POLE MOUNTED TANDEM POWER SUPPLIES

4-JOINT USE



NOTICE:
SERVICE CONNECTIONS WILL BE MADE TO TRANSFORMER ONLY WHEN NO PEDESTAL EXISTS.

LEGEND:

- 1. DETROIT EDISON PADMOUNT TRANSFORMER.
- 2. DETROIT EDISON SECONDARY PEDESTAL.
- 3. CUSTOMER UNDERGROUND CABLE.
- 4. FOREIGN POWER SUPPLY.

NOTES:

A - SERVICE CABLE

* SPECIFICATIONS

ALUMINUM SINGLE CONDUCTOR TYPE U.S.E. AND CROSS LINKED POLYETHYLENE RHH-RHW.

* RESPONSIBILITIES

CONTRACTOR WILL FURNISH AND INSTALL CABLE UP TO BUT NOT IN OR UNDER TRANSFORMER OR PEDESTAL. DETROIT EDISON WILL INSTALL AND TERMINATE SERVICE IN TRANSFORMER OR PEDESTAL.

* METHOD OF INSTALLATION

CONTRACTOR WILL CONTACT MISS DIG WHEN WORKING IN PROXIMITY OF DETROIT EDISON DISTRIBUTION CABLES. HAND DIG CLOSE TO TRANSFORMER, PEDESTAL, OR DISTRIBUTION CABLES. IDENTIFY NEUTRAL BY STRIPPING 4" OF INSULATION AT END. ALLOW SUFFICIENT CABLE FOR CONNECTION BY DETROIT EDISON: 8' AT TRANSFORMER, 4' AT PEDESTAL. SEAL CABLE ENDS AGAINST MOISTURE.

DETROIT EDISON DETAIL FOR INSTALLATION AND TERMINATION:

TRANSFORMER: SIMILAR TO DETAIL 23227E
PEDESTAL: SIMILAR TO DETAIL 23227F

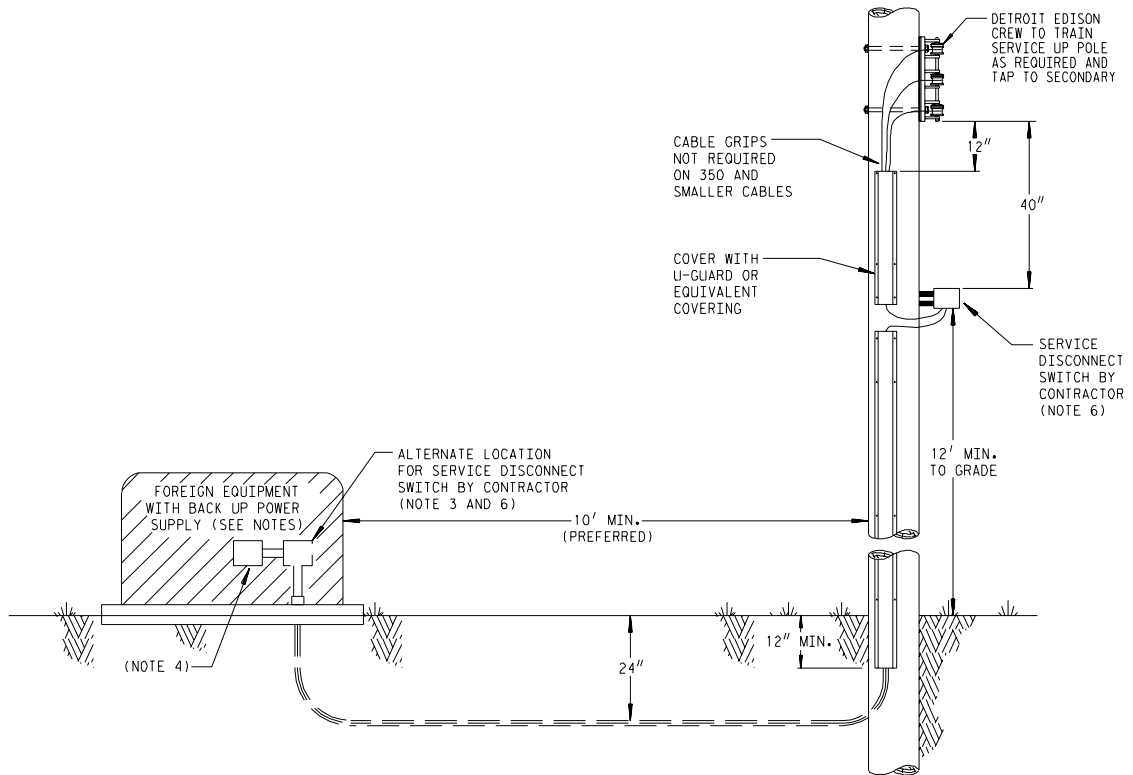
B - CLEARANCES

FOREIGN POWER SUPPLY IS NOT TO BE INSTALLED DIRECTLY OVER DETROIT EDISON DISTRIBUTION CABLES OR DIRECTLY IN FRONT OF TRANSFORMER DOOR, NOR WITHIN 2' OF ANY EXISTING DETROIT EDISON FACILITY. IF INSTALLED AT SAME TIME AS DETROIT EDISON FACILITIES REFER TO PAGE 1-43-72 IN THE UNDERGROUND LINE CONSTRUCTION STANDARDS MANUAL.

C - DETROIT EDISON ASSUMES NO RESPONSIBILITY FOR INJURY OR DAMAGE ARISING FROM THE USE OF THIS SPECIFICATION.

D - CHANGES OTHER THAN DETAIL NUMBERS MADE TO THIS PAGE MUST BE REFLECTED ON REFERENCE PAGE 1-9-236.

4-JOINT USE



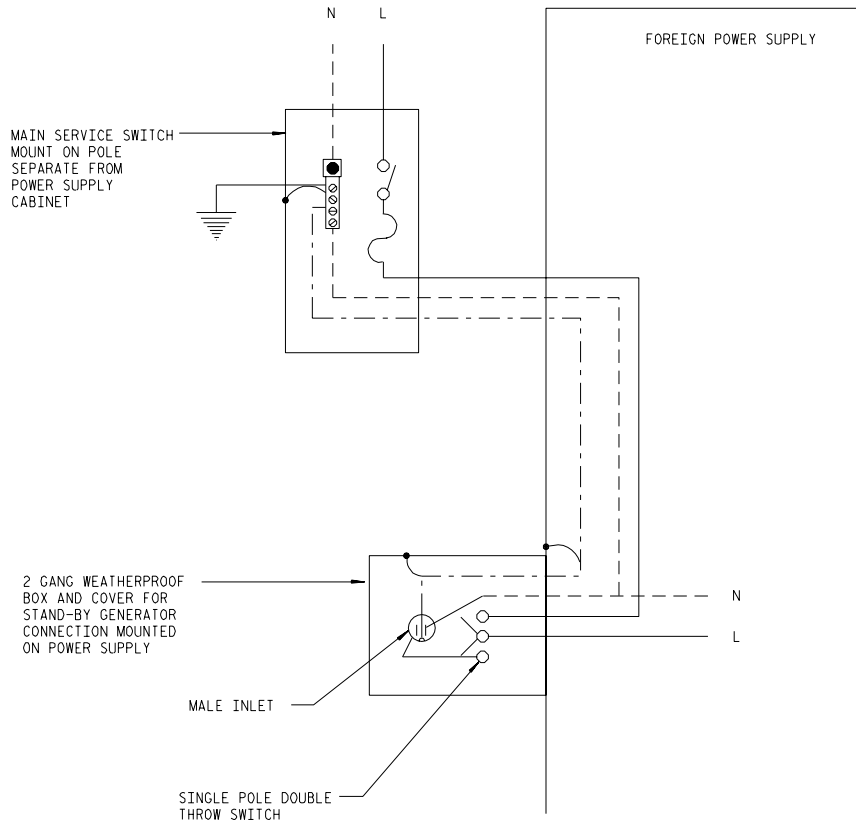
DETAIL 408C

NOTES:

- THE LOCATION OF THE CABINET INSTALLATION AND THE PLACEMENT OF THE CABLE ON THE POLE SHOULD BE COORDINATED BY THE FOLLOWING PERSONNEL:
 - DETROIT EDISON SERVICE PLANNER
 - FOREIGN CO. REPRESENTATIVE
- THE UG SUPPLY CABLES ARE TO BE PROVIDED BY THE FOREIGN COMPANY. THE SERVICE NEUTRAL SHALL BE IDENTIFIED BY REMOVING SIX INCHES OF INSULATION FROM THE END OF THE WIRE COILED AT THE POLE. IF THE NEUTRAL WIRE IS WHITE OR GREY IT DOES NOT HAVE TO BE SKINNED BACK FOR IDENTIFICATION. THE COIL OF WIRE SHOULD BE LONG ENOUGH TO REACH THE SECONDARY AND THE COIL SHOULD BE LEFT AT THE BASE OF THE POLE FOR DTE PERSONNEL TO ATTACH TO THE POLE AND TAP TO THE SECONDARY.
- TIE ALL EQUIPMENT GROUNDS TOGETHER INSIDE THE SERVICE DISCONNECT BOX.
- IF THE EQUIPMENT IS DESIGNED SO THAT A PORTABLE 120 (240) VOLT GENERATOR CAN BE USED FOR STAND-BY POWER, AN ELECTRICAL TRANSFER SWITCH PER NEC MUST BE INSTALLED BETWEEN THE FEEDS FROM THE GENERATOR AND THE DTE SECONDARY. PLACEMENT OF THE TRANSFER SWITCH IN THE SUPPLY CIRCUIT IS SCHEMATICALLY SHOWN ON SPEC PAGE 1-4-10. THE TRANSFER SWITCH SHOULD BE INSTALLED ON THE EQUIPMENT CABINET. A SERVICE DISCONNECT SWITCH INSTALLED ON THE POLE OR ALTERNATELY ON THE EQUIPMENT CABINET IS REQUIRED TO ELIMINATE POSSIBILITY OF 120 VOLT BACKFEED ON TO THE DTE SYSTEM.
- IF A DC GENERATOR IS USED AS THE BACK-UP POWER SUPPLY TO CHARGE THE STANDBY BATTERIES AND THERE IS NO POSSIBILITY OF BACKFEED TO THE DTE SECONDARY, NO TRANSFER SWITCH IS REQUIRED.
- THE DETROIT EDISON CREW IS TO LEAVE THE SERVICE DISCONNECT SWITCH LOCKED IN THE "OFF" POSITION AFTER THE SERVICE IS CONNECTED. LOCK THE DISCONNECT IN THE "OFF" POSITION USING A DISPOSABLE LOCK.
- ALL CONSTRUCTION MUST BE IN ACCORDANCE WITH APPLICABLE NATIONAL AND LOCAL CODES.

OH POWER SUPPLIES FOR
FOREIGN EQUIPMENT
WITH STAND-BY GENERATORS

4-JOINT USE



DETAIL 408D

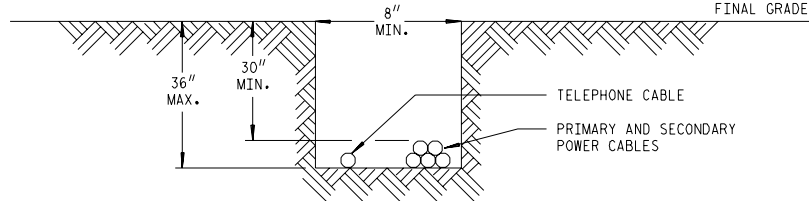
NOTES:

1. DOUBLE THROW SWITCH MUST BREAK DETROIT EDISON COMPANY SUPPLY BEFORE CLOSING TO STAND-BY GENERATOR.
2. REFER TO PAGE 1-4-8, 1-4-8.1 AND 1-4-9 FOR LOCATION AND ASSEMBLY OF EQUIPMENT ON POLE.
3. USE ONLY 3 WIRE EQUIPMENT GROUNDING EXTENSION CORD TO CONNECT GENERATOR TO TRANSFER SWITCH INLET.
4. THE DETROIT EDISON COMPANY ASSUMES NO RESPONSIBILITY FOR INJURY OR DAMAGES ARISING FROM THE USE OF THIS SPECIFICATION DIAGRAM.

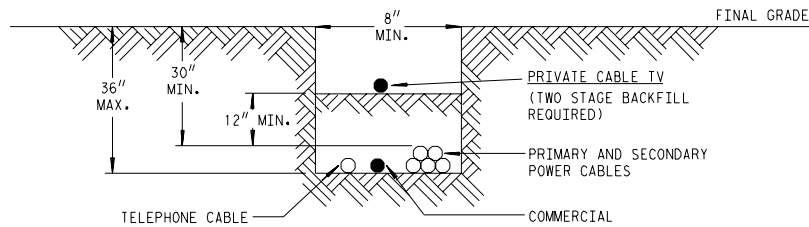
4-JOINT USE

MAIN TRENCH FOR JOINT PLACEMENT
DIRECT BURIED DELTA OR WYE CONNECTED PRIMARY

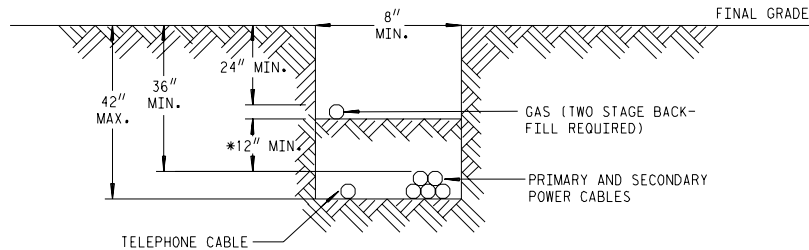
* MINIMUM COVER DIMENSIONS MUST BE MAINTAINED IN ALL CASES. MAXIMUM TRENCH DEPTHS SHOULD BE ADHERED TO FOR FRONT LOT LINE CONSTRUCTION TO PROVIDE CLEARANCE FOR WATER SERVICE INSTALLATIONS LOCATED BENEATH THE POWER CABLES.



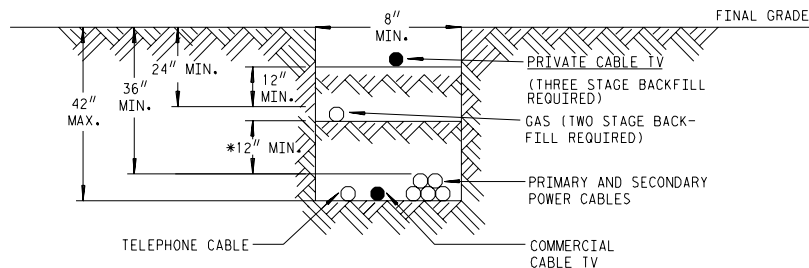
DETAIL 411A-(POWER, TELEPHONE-RANDOM SEPARATION)



DETAIL 411B-(POWER, TELEPHONE & CABLE TV-RANDOM SEPARATION)



DETAIL 411C-(POWER, TELEPHONE-RANDOM SEPARATION & GAS)



DETAIL 411D-(POWER, TELEPHONE & CABLE TV RANDOM SEPARATION & GAS)

NOTES:

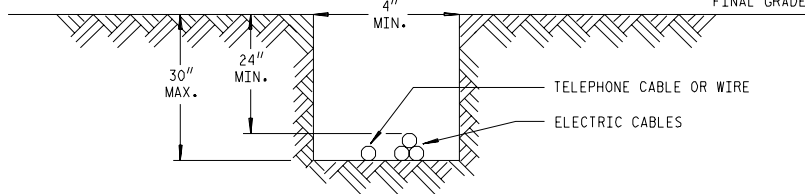
1. FOR POWER AND TELEPHONE GROUND TAP DETAIL SEE SPECIFICATIONS 1-47-12.5 (III-18), 1-47-12.6 (III-19)
2. TELEPHONE SERVICE WIRE MAY BE PLACED AT RANDOM SEPARATION WITH PRIMARY POWER FOR ANY LENGTH PROVIDED THE PROTECTOR IS MOUNTED ON FIRE RESISTANT MATERIAL OR IN A FIRE RESISTANT LOCATION.
3. PRIVATE CABLE TV IS DEFINED AS A DEVELOPER OR CUSTOMER OWNED SYSTEM.
4. EXTRA DEPTH MAY BE REQUIRED WHERE LOCAL, COUNTY OR STATE REQUIREMENTS DICTATE.
- *5. HORIZONTAL SEPARATION FOR GAS AND ELECTRIC IS ACCEPTABLE. MAINTAIN 12" MIN. SEPARATION.
6. CHANGES OTHER THAN DETAIL NUMBERS MADE TO THIS PAGE MUST BE REFLECTED ON REFERENCE PAGE 1-43-59.



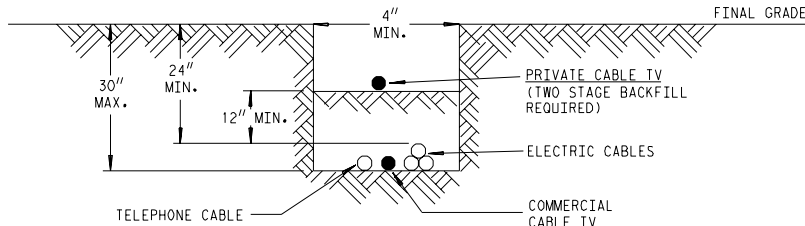
MAIN TRENCH FOR JOINT PLACEMENT
DIRECT BURIED DELTA OR WYE CONNECTED PRIMARY

4-JOINT USE

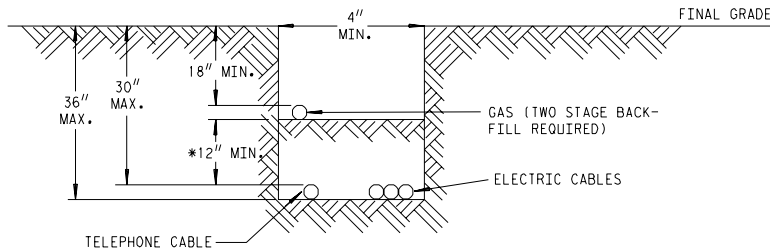
MINIMUM COVER DIMENSIONS MUST BE MAINTAINED IN ALL CASES. MAXIMUM TRENCH DEPTHS SHOULD BE ADHERED TO FOR FRONT LOT LINE CONSTRUCTION TO PROVIDE CLEARANCE FOR WATER SERVICE INSTALLATIONS LOCATED BENEATH THE POWER CABLES.



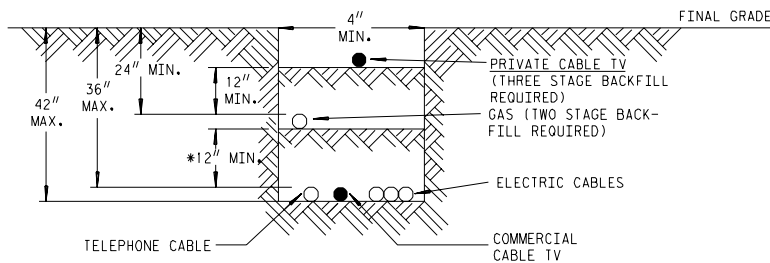
DETAIL 412A-(POWER, TELEPHONE-RANDOM SEPARATION)



DETAIL 412B-(POWER, TELEPHONE & CABLE TV-RANDOM SEPARATION)



DETAIL 412C-(POWER, TELEPHONE-RANDOM SEPARATION & GAS)



DETAIL 412D-(POWER, TELEPHONE & CABLE TV RANDOM SEPARATION & GAS)

NOTES:

1. FOR POWER AND TELEPHONE GROUND TAP DETAIL SEE SPECIFICATIONS 1-47-12.5 (III-18), 1-47-12.6 (III-19)
2. TELEPHONE SERVICE WIRE MAY BE PLACED AT RANDOM SEPARATION WITH PRIMARY POWER FOR ANY LENGTH PROVIDED THE PROTECTOR IS MOUNTED ON FIRE RESISTANT MATERIAL OR IN A FIRE RESISTANT LOCATION.
3. PRIVATE CABLE TV IS DEFINED AS A DEVELOPER OR CUSTOMER OWNED SYSTEM.
4. EXTRA DEPTH MAY BE REQUIRED WHERE LOCAL, COUNTY OR STATE REQUIREMENTS DICTATE.
- *5. HORIZONTAL SEPARATION FOR GAS AND ELECTRIC IS ACCEPTABLE. MAINTAIN 12" MIN. SEPARATION.
6. CHANGES OTHER THAN DETAIL NUMBERS MADE TO THIS PAGE MUST BE REFLECTED ON REFERENCE PAGE 1-43-60.

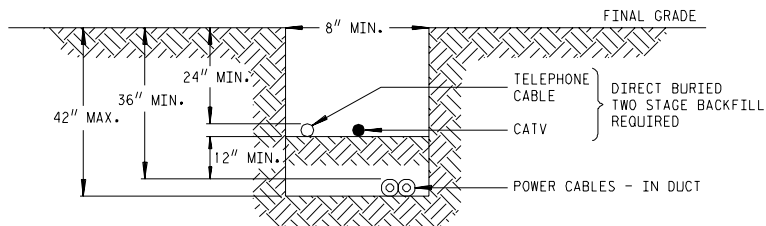


SERVICE TRENCH FOR JOINT PLACEMENT
ELECTRIC SERVICE FACILITY VOLTAGE DOES
NOT EXCEED 300V TO GROUND

4-JOINT USE

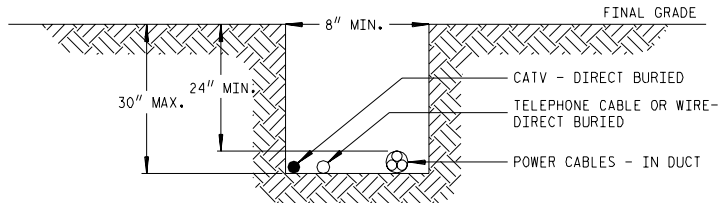
MINIMUM COVER DIMENSIONS MUST BE MAINTAINED IN ALL CASES. MAXIMUM TRENCH DEPTHS SHOULD BE ADHERED TO FOR FRONT LOT LINE CONSTRUCTION TO PROVIDE CLEARANCE FOR WATER SERVICE INSTALLATIONS LOCATED BENEATH THE POWER CABLES.

MAIN TRENCH



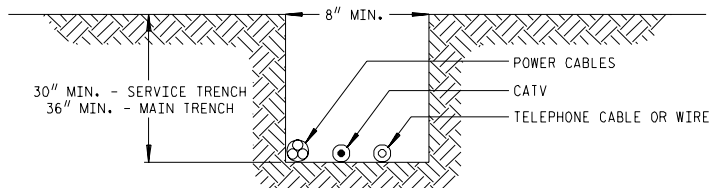
DETAIL 413A - TELEPHONE, CATV - RANDOM SEPARATION & POWER

SERVICE TRENCH



DETAIL 413B - TELEPHONE, CATV - RANDOM SEPARATION & POWER

MAIN OR SERVICE TRENCH



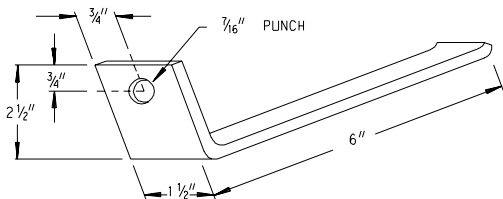
DETAIL 413C - POWER, TELEPHONE, CATV - IN DUCT

NOTE:

CHANGES OTHER THAN DETAIL NUMBERS MADE TO THIS PAGE MUST BE REFLECTED ON REFERENCE PAGE 1-43-61.

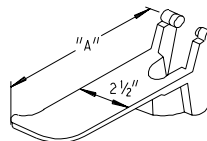
JOINT PLACEMENT WITH CABLE
IN CONDUIT

4-JOINT USE



CABLE HANGER
DETAIL 415

GALVANIZED STEEL
ED. NO. 734-0183

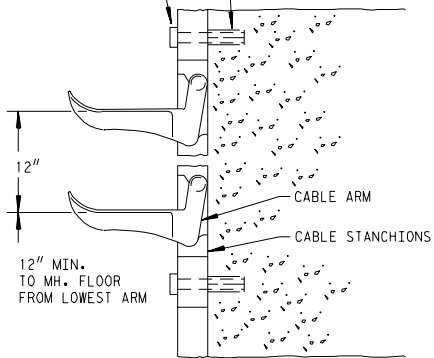


CABLE ARM
DETAIL 415A

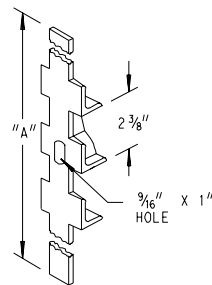
"A"	MALLEABLE IRON	PLASTIC
	ED. NO.	ED. NO.
6 7/8"	-	-
11"	734-0006-D	-
14 1/4"	734-0007	734-0371
17 1/2"	734-0008	734-0372
23 1/8"	734-0065	734-0373

BOLT - 1/2"-13X3-1/2"
PREFERRED: PLASTIC -
ED NO. 255-0909

ANCHOR - 1/2"-13
PREFERRED: PLASTIC-
CAST INTO MANHOLE
ALTERNATE:
ANCHOR BOLT: ED NO. 250-0026
A & J INSERT: ED NO. 250-0074



DETAILS OF STANCHION
INSTALLATION
DETAIL 415B



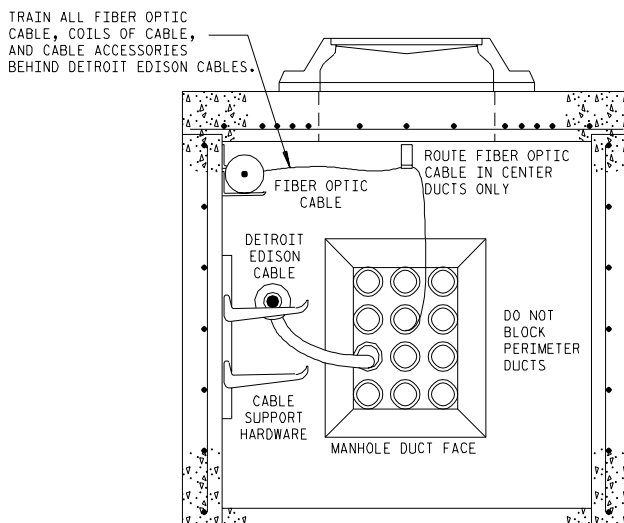
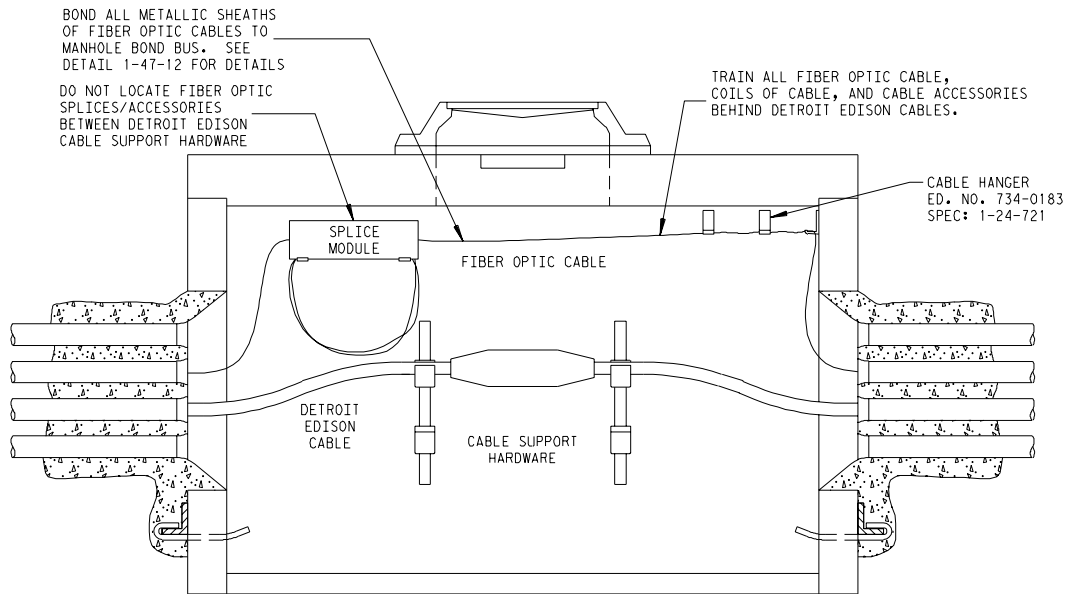
CABLE
STANCHION
DETAIL 415C

"A"	MALLEABLE IRON	PLASTIC
	ED. NO.	ED. NO.
22"	734-0174	734-0374
33"	734-0175	734-0375

NOTE:

CHANGES OTHER THAN DETAIL NUMBERS MADE TO THIS PAGE MUST BE REFLECTED ON REFERENCE PAGE 1-47-8.

4-JOINT USE



NOTES:

1. ALL CABLE HANGERS TO BE INSTALLED AS HIGH AS POSSIBLE IN MANHOLES. DO NOT USE DECO HARDWARE TO SUPPORT FIBER OPTIC CABLES.
2. INNER DUCTS TO BE INSTALLED IN CONDUIT ONLY & NOT IN DECO MANHOLE.
3. ALL INNER DUCTS TO BE OF THE SMOOTH TYPE ONLY.
4. CHANGES OTHER THAN DETAIL NUMBERS MADE TO THIS PAGE MUST BE REFLECTED ON REFERENCE PAGE 1-46-6.

DETAIL 416

4-JOINT USE

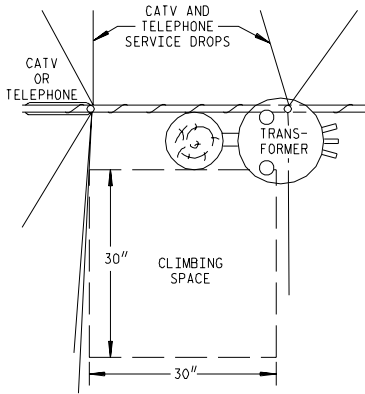
CLIMBLING SPACE

Joint pole climbing space will be furnished by the communication companies through the communication zone on the street side of street poles, the alley side of alley poles, and the "open lot" side of easement or back lot line poles. "Open lot" side is the side opposite the rear lot line, not obstructed by fences, garages, etc.

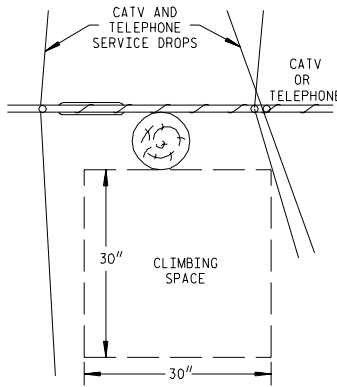
Where detail 418C exists, it will not be changed, except when a new transformer is hung or other major rearrangement is made. Equipment is not to be installed in the climbing area, as required by the NESC to provide access to the pole top.

All equipment on poles shall be constructed and maintained to provide an unobstructed vertical climbing space. The horizontal dimensions shall not be less than 24 inches square for wires of 300 volts or less. Climbing space of these dimensions shall be continued vertically 40 inches above and below limiting conductors. Where necessary it may shift from one position to another, provided the sections overlap at least 40 inches, and there are no obstructions between the two climbing columns.

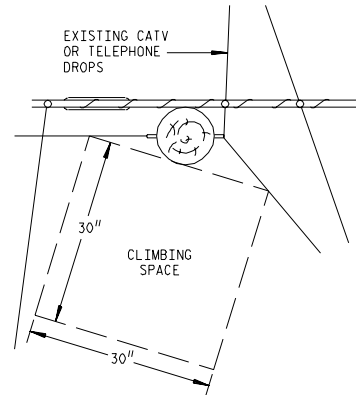
4-JOINT USE



JOINT POLE WITH TRANSFORMER
DETAIL 418A

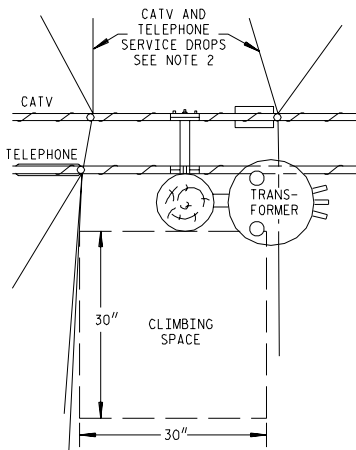


JOINT POLE WITHOUT TRANSFORMER
DETAIL 418B

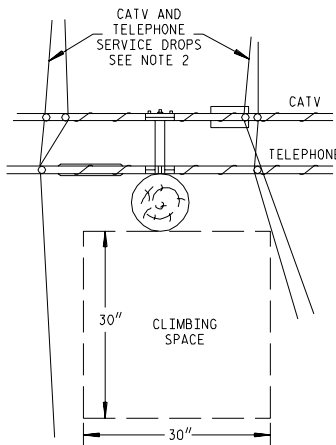


JOINT POLE ACCEPTABLE ALTERNATE WHERE EXISTING
DETAIL 418C

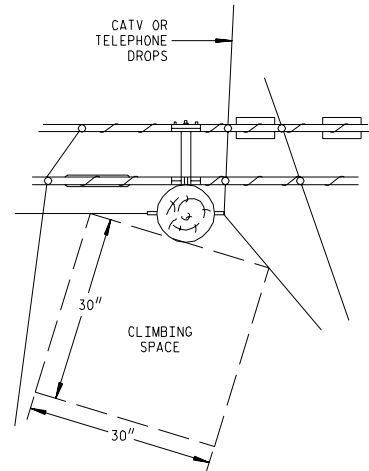
(SEE NOTE 1)



JOINT POLE WITH TRANSFORMER AND CATV 'L' BRACKET
DETAIL 418D



JOINT POLE WITH CATV 'L' BRACKET WITHOUT TRANSFORMER
DETAIL 418E



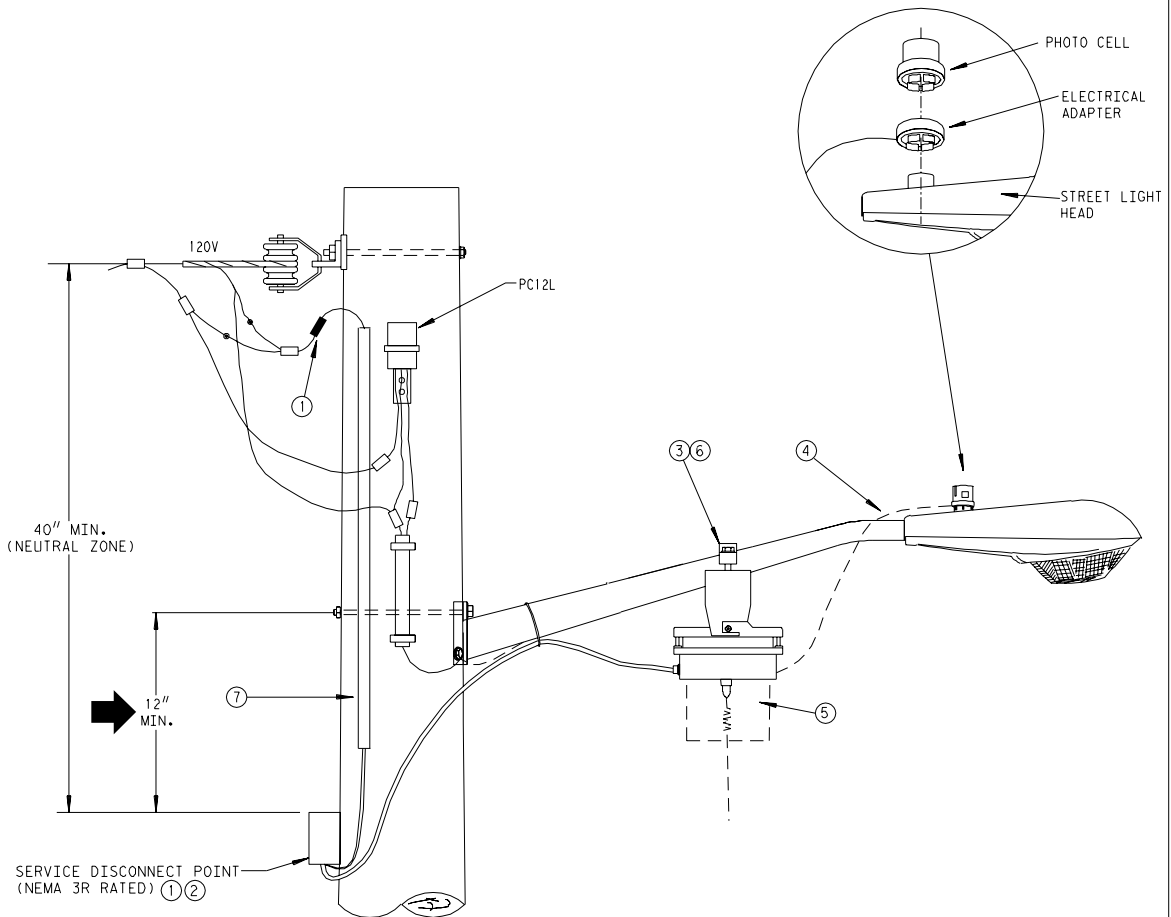
JOINT POLE ACCEPTABLE ALTERNATE WITH CATV 'L' BRACKET WHERE TELEPHONE EXISTS
DETAIL 418F

(SEE NOTE 1)

NOTE:

1. PREFERRED METHOD FOR SERVICE DROPS IS ATTACHMENT TO THE STRAND, AND NOT TO THE POLE. TELEPHONE OR CATV DROPS ALLOWED ON POLE WHERE EXISTING. SERVICE DROPS ARE TO BE RELOCATED PER DETAIL 418E WHEN TELEPHONE OR CATV WORK IS PERFORMED.
2. WHERE A SERVICE DROP CONTACTS A CABLE CLOSE TO THE POLE AND NO DEFLECTION OF THE CABLE OCCURS, IT WILL BE NECESSARY TO CONNECT THE SERVICE DROP TO THE CROSSING STRAND.
3. EQUIPMENT SUCH AS: CONNECTION BOXES, VERTICAL CABLES, TERMINALS, ETC. SHALL NOT BE INSTALLED IN THE CLIMBING ZONE.
4. NO ATTACHMENTS SHALL BE MADE IN THE CLIMBING SPACE OR WITHIN 30" OF POLE.
5. CHANGES OTHER THAN DETAIL NUMBERS MADE TO THIS PAGE MUST BE REFLECTED ON REFERENCE PAGE 1-11-36.

4-JOINT USE

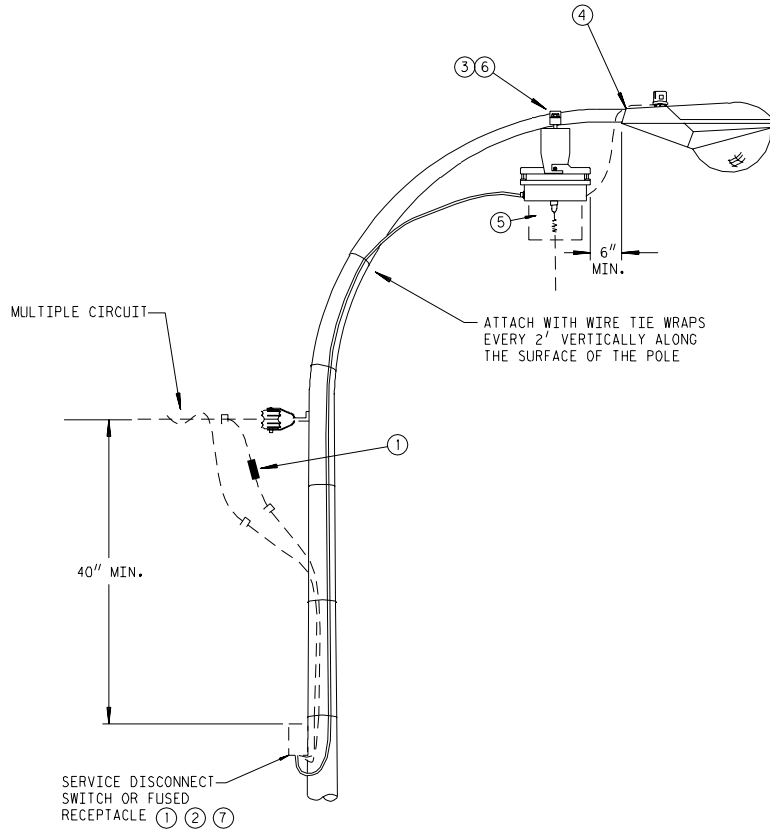


DETAIL 419

- ① THE SECOND PARTY WILL PROVIDE THE RADIO, WIRING AND SWITCH. ON INSTALLATIONS WHERE THE EQUIPMENT WILL BE MAINTAINED BY QUALIFIED ELECTRICAL WORKERS PER A JOINT USE AGREEMENT, THE DISCONNECT SWITCH IS NOT REQUIRED. INSTALL INLINE FUSE IN SERVICE WIRE NEAREST TO SECONDARY, SIZED APPROPRIATELY FOR EQUIPMENT INSTALLED.
- ② D.E. CREW TO LEAVE SWITCH IN "OFF" POSITION IF EQUIPPED.
- ③ MOUNT THE REPEATER RADIO SO THAT THE RADOME ANTENNA IS AS VERTICAL AS POSSIBLE (0-DEGREES FROM VERTICAL IS PREFERRED). DUE TO THE VARIOUS MAST ARM STYLES USE THE ADJUSTABLE MOUNTING BRACKET IF REQUIRED (AS SHOWN HERE AND ON PAGE 1-4-22) TO MEET THE VERTICAL MOUNTING REQUIREMENT.
- ④ ATTACH 120V SOURCE ON MULTIPLE STREETLIGHT HEAD WITH PHOTO CELL ADAPTER. OTHER WIRING NOT REQUIRED IF APPROVED BY JOINT USE AGREEMENT.
- ⑤ ANTENNA MAY BE SINGLE WHIP (EXPOSED) OR RADOME PROTECTOR AS SHOWN.
- ⑥ THE RADIO SHOULD BE LOCATED ON THE MAST ARM FAR ENOUGH FROM THE LIGHT FIXTURE TO ALLOW THE FIXTURE TO BE OPENED WITHOUT DISTURBING THE RADIO.
- ⑦ WIRES RUN VERTICALLY DOWN THE SURFACE OF THE POLE ARE TO BE COVERED WITH A U-GUARD OR MOLDING.
- ⑧ ANTENNA LOCATED ANY CLOSER THAN 40" TO THE POWER SUPPLY ZONE (WITHIN THE NEUTRAL ZONE) SHALL BE INSTALLED AND MAINTAINED BY QUALIFIED ELECTRICAL PERSONNEL UNDER THE DIRECTION OF DETROIT EDISON. ANTENNA MOUNTED NEAR SECONDARY MUST BE LOCATED TO PROVIDE WORKING CLEARANCE FOR THE SECONDARY.

REPEATER RADIO STREET LIGHT INSTALLATION

4-JOINT USE

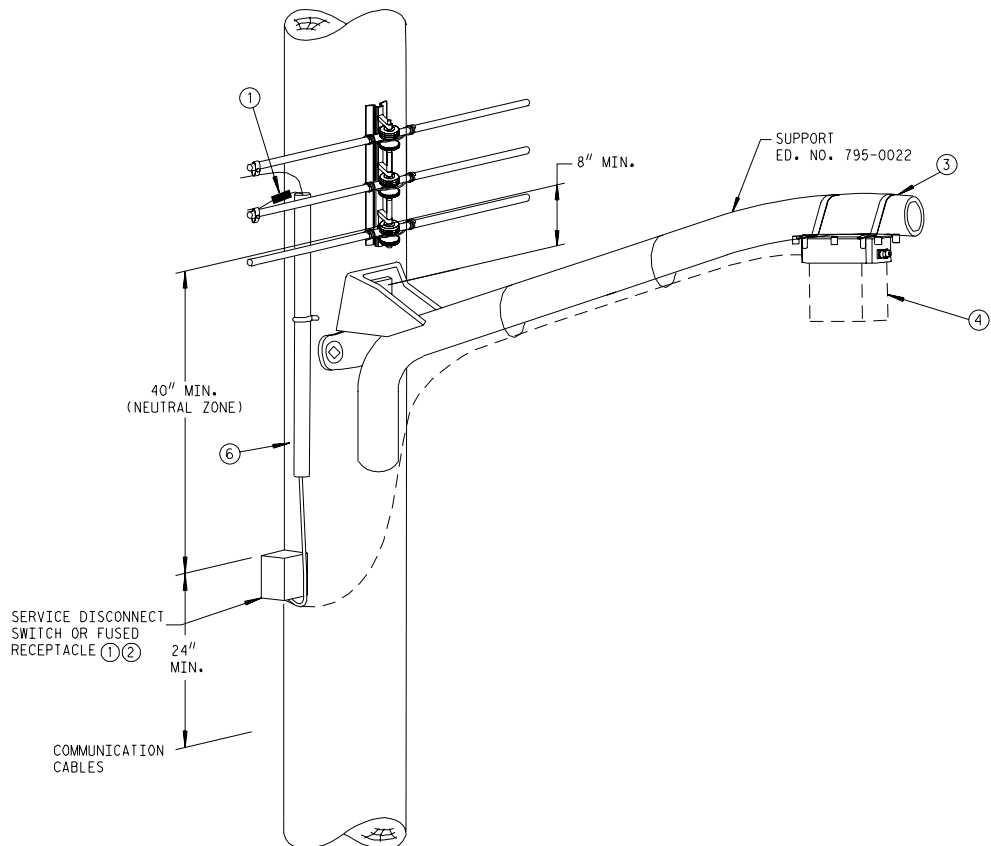


DETAIL 420

- ① THE SECOND PARTY WILL PROVIDE THE RADIO, WIRING AND SWITCH. ON INSTALLATIONS WHERE THE EQUIPMENT WILL BE INSTALLED AND MAINTAINED BY QUALIFIED ELECTRICAL WORKERS PER A JOINT USE AGREEMENT, THE DISCONNECT SWITCH IS NOT REQUIRED. INSTALL INLINE FUSE IN SERVICE WIRE NEAREST TO SECONDARY, SIZED APPROPRIATELY FOR EQUIPMENT INSTALLED.
- ② D.E. CREW TO LEAVE SWITCH IN "OFF" POSITION.
- ③ MOUNT THE REPEATER RADIO SO THAT THE RADOME ANTENNA IS AS VERTICAL AS POSSIBLE (0-DEGREES FROM VERTICAL IS PREFERRED). DUE TO THE VARIOUS MAST ARM STYLES USE THE ADJUSTABLE MOUNTING BRACKET IF REQUIRED (AS SHOWN HERE AND ON PAGE 1-4-23) TO MEET THE VERTICAL MOUNTING REQUIREMENT.
- ④ ATTACH 120V SOURCE ON MULTIPLE STREETLIGHT HEAD WITH PHOTO CELL ADAPTER. OTHER WIRING NOT REQUIRED IF APPROVED BY JOINT USE AGREEMENT.
- ⑤ ANTENNA MAY BE SINGLE WHIP (EXPOSED) OR RADOME PROTECTOR AS SHOWN.
- ⑥ THE RADIO SHOULD BE LOCATED ON THE MAST ARM FAR ENOUGH FROM THE LIGHT FIXTURE TO ALLOW THE FIXTURE TO BE OPENED WITHOUT DISTURBING THE RADIO.
- ⑦ REFER TO PAGE 1-23-306 FOR UG FUSED RECEPTACLE INSTALLATION.
- ➔ ⑧ ANTENNA LOCATED ANY CLOSER THAN 40" TO THE POWER SUPPLY ZONE (WITHIN THE NEUTRAL ZONE) SHALL BE INSTALLED AND MAINTAINED BY QUALIFIED ELECTRICAL PERSONNEL UNDER THE DIRECTION OF DETROIT EDISON. ANTENNA MOUNTED NEAR SECONDARY MUST BE LOCATED TO PROVIDE WORKING CLEARANCE FOR THE SECONDARY.

REPEATER RADIO ORNAMENTAL STREET LIGHT INSTALLATION

4-JOINT USE

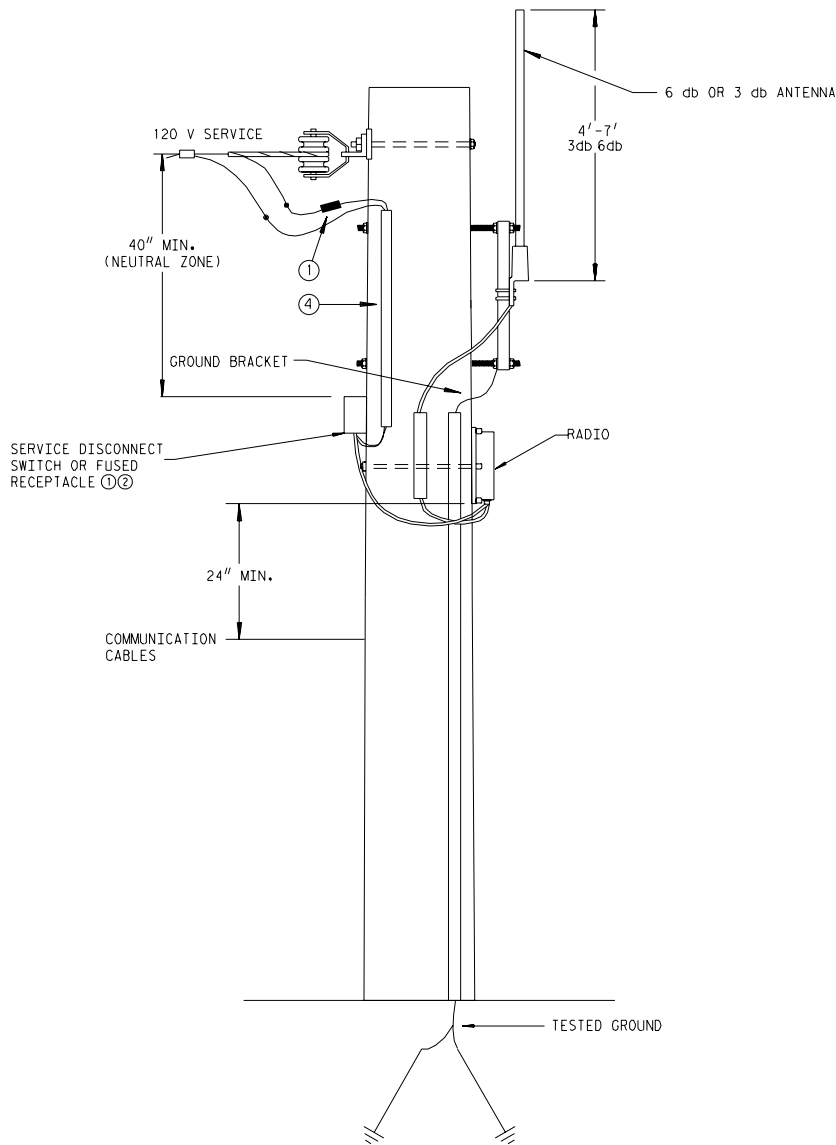


DETAIL 421

- ① THE SECOND PARTY WILL PROVIDE THE RADIO, WIRING AND SWITCH. ON INSTALLATIONS WHERE THE EQUIPMENT WILL BE INSTALLED BY QUALIFIED ELECTRICAL WORKERS PER A JOINT USE AGREEMENT, THE DISCONNECT SWITCH IS NOT REQUIRED. INSTALL INLINE FUSE IN SERVICE WIRE NEAREST TO SECONDARY, SIZED APPROPRIATELY FOR EQUIPMENT INSTALLED.
- ② D.E. CREW TO LEAVE SWITCH IN "OFF" POSITION.
- ③ MOUNT THE REPEATER RADIO SO THAT THE RADOME ANTENNA IS AS VERTICAL AS POSSIBLE (0-DEGREES FROM VERTICAL IS PREFERRED).
- ④ ANTENNA MAY BE SINGLE WHIP (EXPOSED) OR RADOME PROTECTOR AS SHOWN.
- ⑤ WHERE THERE IS INADEQUATE CLEARANCE TO INSTALL THE DISCONNECT SWITCH BETWEEN THE SECONDARY AND COMMUNICATION, THE DISCONNECT SWITCH CAN BE INSTALLED 24" BELOW THE COMMUNICATION CABLES TO PROVIDE WORKING CLEARANCE.
- ⑥ WIRES RUN VERTICALLY DOWN THE SURFACE OF THE POLE ARE TO BE COVERED WITH A U-GUARD OR MOLDING.
- ➔ ⑦ ANTENNA LOCATED ANY CLOSER THAN 40" TO THE POWER SUPPLY ZONE (WITHIN THE NEUTRAL ZONE) SHALL BE INSTALLED AND MAINTAINED BY QUALIFIED ELECTRICAL PERSONNEL UNDER THE DIRECTION OF DETROIT EDISON. ANTENNA MOUNTED NEAR SECONDARY MUST BE LOCATED TO PROVIDE WORKING CLEARANCE FOR THE SECONDARY.

REPEATER RADIO WOOD POLE INSTALLATION
WITHOUT STREET LIGHT

4-JOINT USE

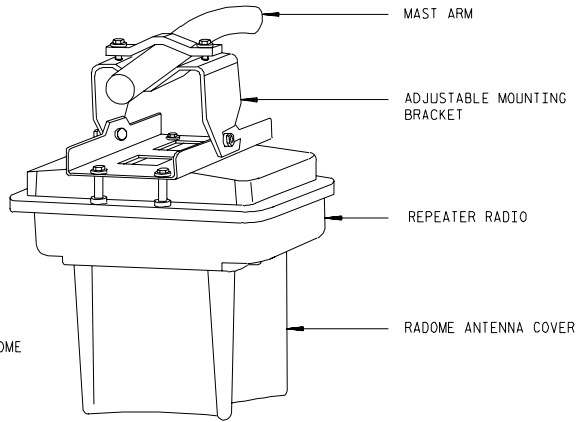


DETAIL 422

- ① THE SECOND PARTY WILL PROVIDE THE RADIO, WIRING AND SWITCH. ON INSTALLATIONS WHERE THE EQUIPMENT WILL BE INSTALLED AND MAINTAINED BY QUALIFIED ELECTRICAL WORKERS PER A JOINT USE AGREEMENT, THE DISCONNECT SWITCH IS NOT REQUIRED. INSTALL INLINE FUSE IN SERVICE WIRE NEAREST TO SECONDARY, SIZED APPROPRIATELY FOR EQUIPMENT INSTALLED.
- ② D.E. CREW TO LEAVE SWITCH IN "OFF" POSITION.
- ③ WHERE THERE IS INADEQUATE CLEARANCE TO INSTALL THE DISCONNECT SWITCH BETWEEN THE SECONDARY AND COMMUNICATION, THE DISCONNECT CAN BE INSTALLED 24" BELOW THE COMMUNICATION CABLES TO PROVIDE WORKING CLEARANCE.
- ④ WIRES RUN VERTICALLY DOWN THE SURFACE OF THE POLE ARE TO BE COVERED WITH A U-GUARD OR MOLDING.
- ➡ ⑤ ANTENNA LOCATED ANY CLOSER THAN 40" TO THE POWER SUPPLY ZONE (WITHIN THE NEUTRAL ZONE) SHALL BE INSTALLED AND MAINTAINED BY QUALIFIED ELECTRICAL PERSONNEL UNDER THE DIRECTION OF DETROIT EDISON. ANTENNA MOUNTED NEAR SECONDARY MUST BE LOCATED TO PROVIDE WORKING CLEARANCE FOR THE SECONDARY.

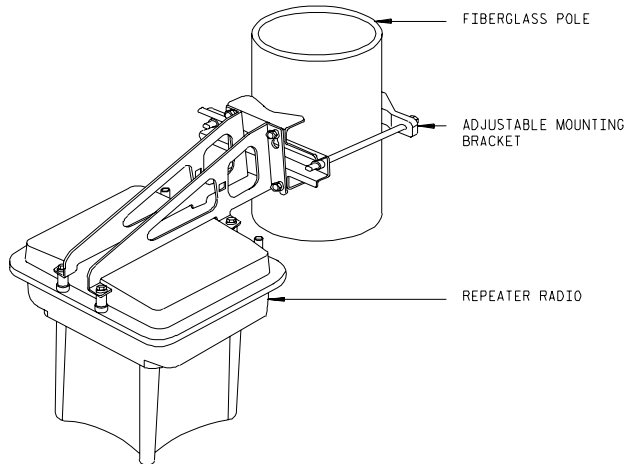
REPEATER RADIO
SERVICE POLE

4-JOINT USE



ADJUST THE RADIO ON THE BRACKET SO THAT THE RADOME POINTS DOWN VERTICALLY (I.E. PLUMB).

DETAIL 423A



DETAIL 423B

REPEATER RADIO
MOUNTING BRACKETS

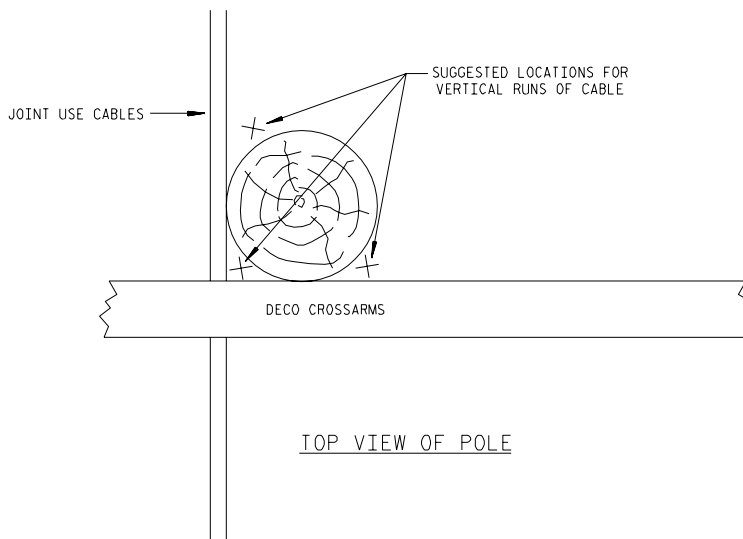
4-JOINT USE

COMMUNICATION ANTENNA

COMMUNICATION ANTENNAS CAN BE MOUNTED ON DETROIT EDISON OWNED POLES. THE LOCATION OF THE ANTENNA MAY BE IN ONE OF SEVERAL LOCATIONS ON A GIVEN POLE (SEE EXAMPLE SHOWN IN DETAIL 425). ANTENNA AND CABLES SHOULD BE LABELLED TO IDENTIFY THE OWNER.

ANTENNAS MOUNTED IN THE POWER SUPPLY ZONE (WITHIN 30" OF SECONDARY OR 40" OF PRIMARY) OR ABOVE ANY ELECTRICAL CONDUCTORS ON A POLE REQUIRE INSTALLATION AND MAINTENANCE BY QUALIFIED ELECTRICAL LINEMEN UNDER THE DIRECTION OF DETROIT EDISON. ANTENNAS AND OTHER POLE-MOUNTED EQUIPMENT LOCATED IN THE COMMUNICATION ZONE ARE PERMITTED PROVIDED THEY DO NOT INTERFERE WITH OTHER EQUIPMENT ON THE POLES.

VERTICAL RUNS OF CABLE ON A POLE MUST BE COVERED WITH A U-GUARD OF ADEQUATE SIZE TO MECHANICALLY PROTECT THE CABLE LOCATED UNDERNEATH. THE CABLE SHOULD BE ROUTED DOWN A QUADRANT OF THE POLE (AS SHOWN IN DETAIL 424) TO PRESERVE THE CLIMBING QUADRANT ON THE POLE.



DETAIL 424

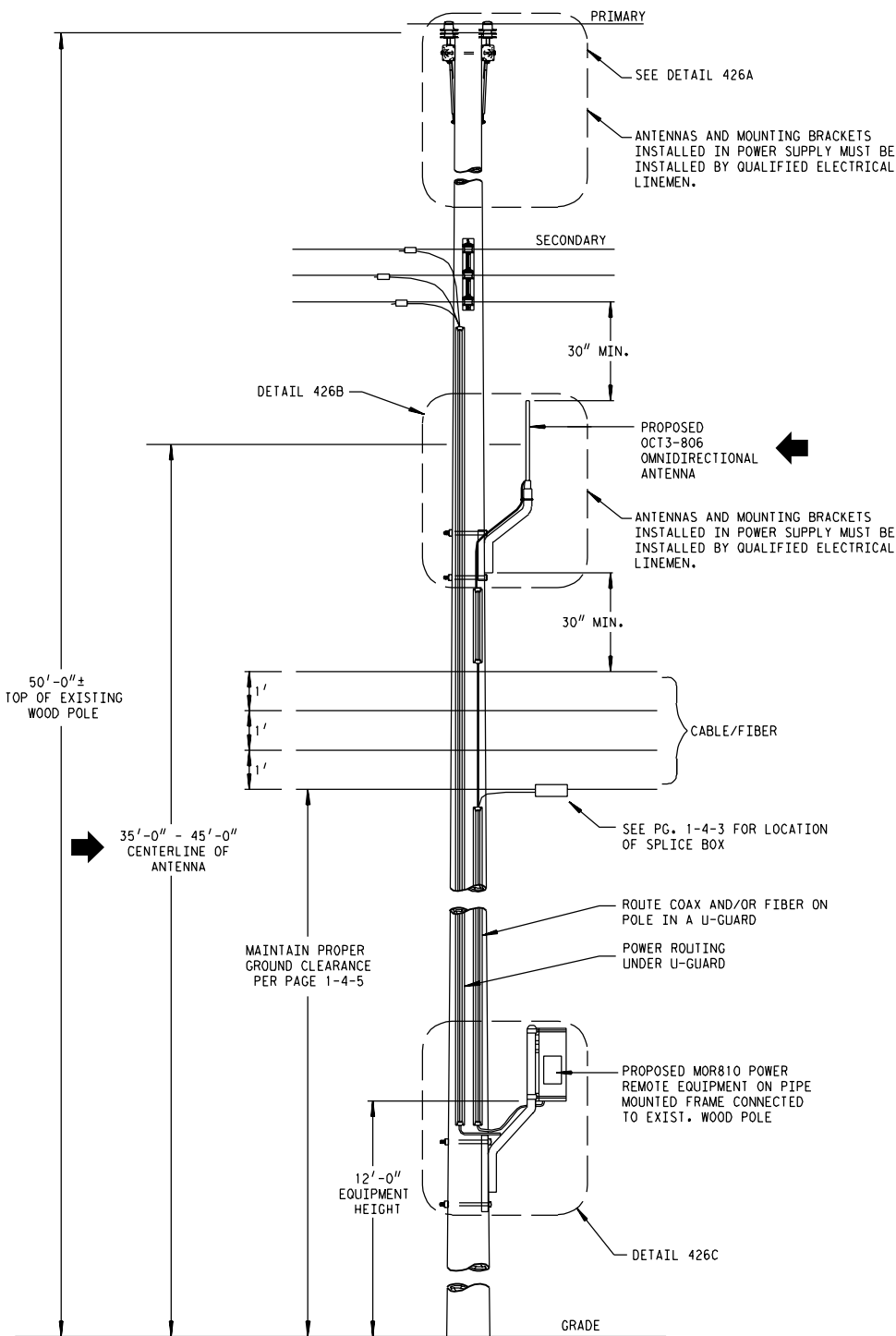
POLE MOUNTED ANTENNA CABLE ROUTING INSTRUCTIONS

1. ROUTE THE CABLES VERTICALLY DOWN THE POLE IN AN OPEN QUADRANT OF POLE (SEE DRAWING). PRESERVE AN OPEN VERTICAL QUADRANT ON THE POLE FOR CLIMBING SPACE AS SHOWN IN SECTION 11 OF THE OHL CONSTRUCTION MANUAL.
2. SUPPORT THE CABLES AT THE POLE TOP WITH KELLUM GRIPS SIZED FOR THE CABLES BEING INSTALLED.
3. FASTEN THE KELLUM GRIP TO THE POLE WITH A LAG SCREW OR BOLT OF APPROPRIATE SIZE TO SUPPORT THE WEIGHT OF THE CABLES.
4. COVER THE VERTICAL CABLES WITH A NON-METALLIC U-GUARD OF A SIZE NO LARGER THAN REQUIRED TO COVER THE CABLES.
5. LOCATE THE CABLES NO CLOSER THAN 3" FROM THE VERTICAL GROUND WIRE.
6. LOCATE CABLES NO CLOSER THAN 2" FROM ANY THROUGH BOLTS.

ANTENNA MOUNTING

1. LOCATE ANTENNA OUTSIDE OF CLIMBING SPACE ON POLE.
2. LOCATE ANTENNA NO CLOSER THAN 30" FROM SECONDARY/NEUTRAL SUPPLY LINES.
3. LOCATE ANTENNA NO CLOSER THAN 30" ABOVE COMMUNICATION CABLES OR 40" BELOW COMMUNICATION CABLES.

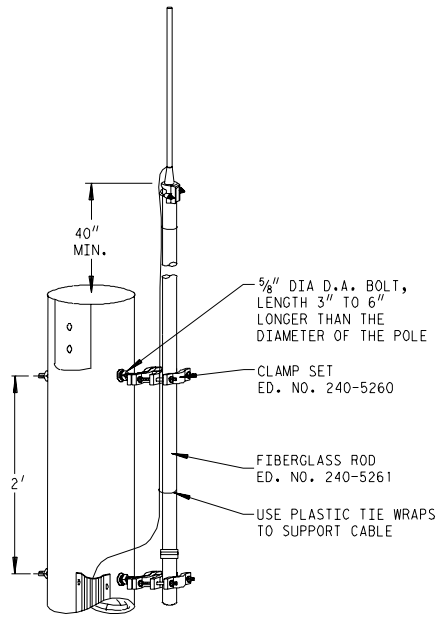
4-JOINT USE



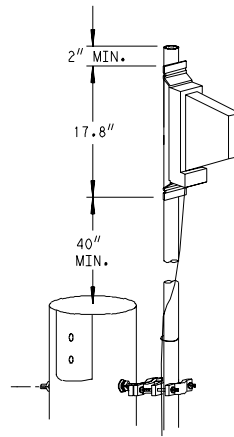
DETAIL 425

ELEVATION OF POLE WITH COMMUNICATION ANTENNA LOCATION OPTIONS

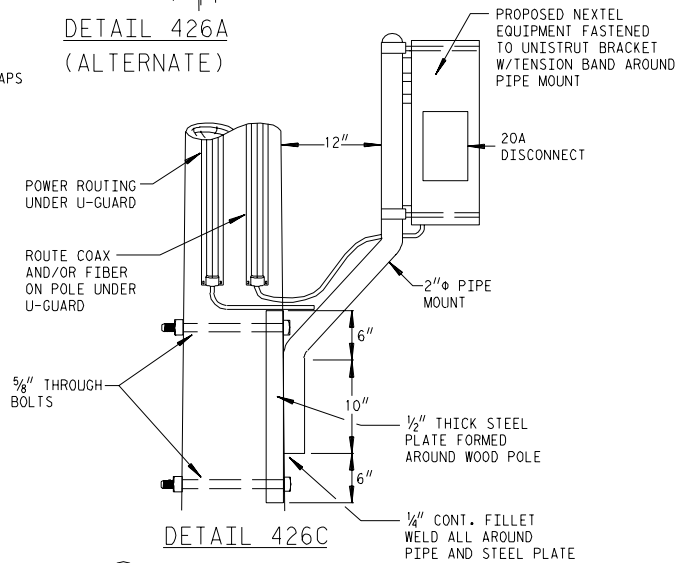
4-JOINT USE



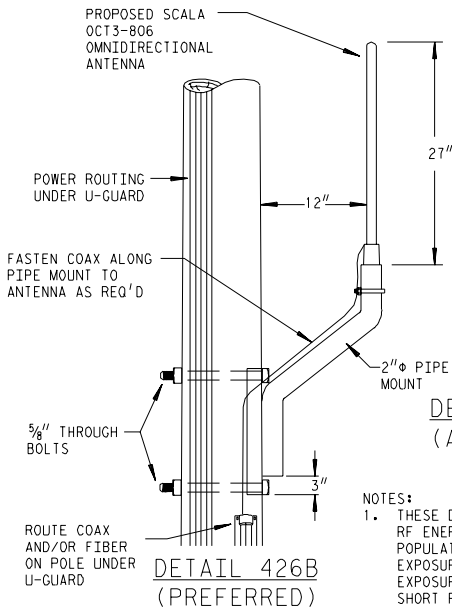
DETAIL 426A
(PREFERRED)



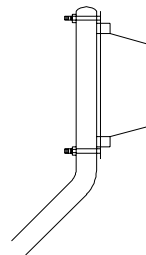
DETAIL 426A
(ALTERNATE)



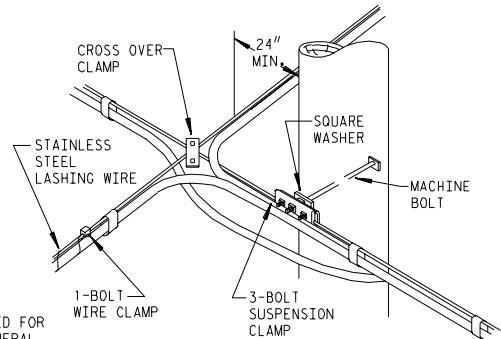
DETAIL 426C



DETAIL 426B
(PREFERRED)



DETAIL 426B
(ALTERNATE)

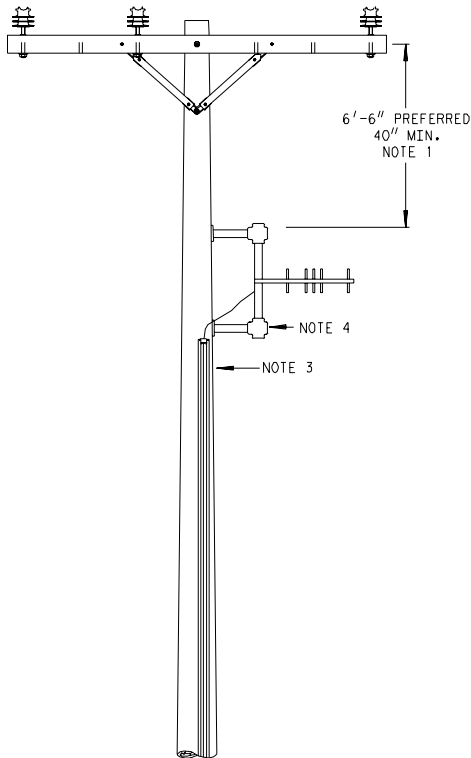


DETAIL 426D

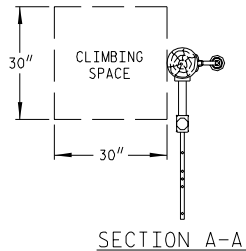
NOTES:
 1. THESE DETAILS HAVE BEEN REVIEWED FOR RF ENERGY LIMITS. THEY MEET GENERAL POPULATION LIMITS FOR CONTINUOUS EXPOSURE BEYOND 6" FROM EITHER ANTENNA. EXPOSURE LESS THAN 6" IS PERMISSIBLE FOR SHORT PERIODS (I.E. LESS THAN 30 MIN.)
 2. ANTENNAS AND MOUNTING BRACKETS INSTALLED IN POWER SUPPLY ZONE MUST BE INSTALLED BY QUALIFIED ELECTRICAL LINEMEN.

COMMUNICATION ANTENNA
MOUNTING OPTIONS

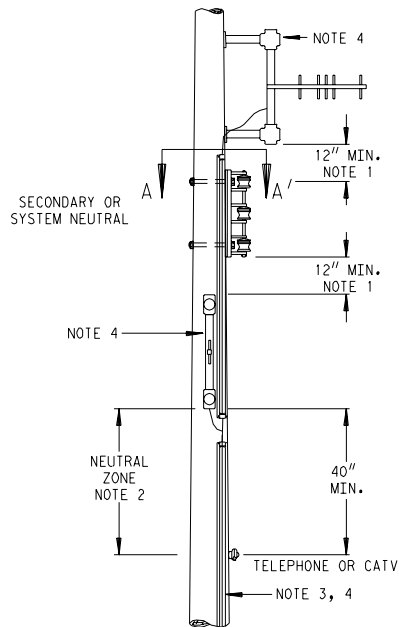
4-JOINT USE



CLEARANCE FROM
PRIMARY VOLTAGE
DETAIL 427A



SECTION A-A'



CLEARANCE FROM
SECONDARY/SYSTEM NEUTRAL
DETAIL 427B

NOTES:



1. ANTENNA LOCATED ANY CLOSER THAN 40" TO THE POWER SUPPLY ZONE (WITHIN THE NEUTRAL ZONE) SHALL BE INSTALLED AND MAINTAINED BY QUALIFIED ELECTRICAL PERSONNEL UNDER THE DIRECTION OF DETROIT EDISON. ANTENNA MOUNTED NEAR SECONDARY MUST BE LOCATED TO PROVIDE WORKING CLEARANCE FOR THE SECONDARY.

2. A CLEAR NEUTRAL ZONE (MEASURED NO LESS THAN 40" VERTICALLY) MUST BE MAINTAINED ON JOINTLY USED POLES.

3. WHERE CABLES TRAVEL VERTICALLY THROUGH THE NEUTRAL ZONE, A MINIMUM OF 2" CLEARANCE TO THE NEAREST COMMUNICATION CABLE IS REQUIRED AND THE ANTENNA CABLE SHALL BE COVERED WITH PLASTIC CONDUIT OR U-GUARD.

4. THE ANTENNA AND VERTICAL RUNS OF CABLE SHALL BE INSTALLED ON A QUADRANT OF THE POLE SUCH THAT A CLIMBING SPACE IS PRESERVED.

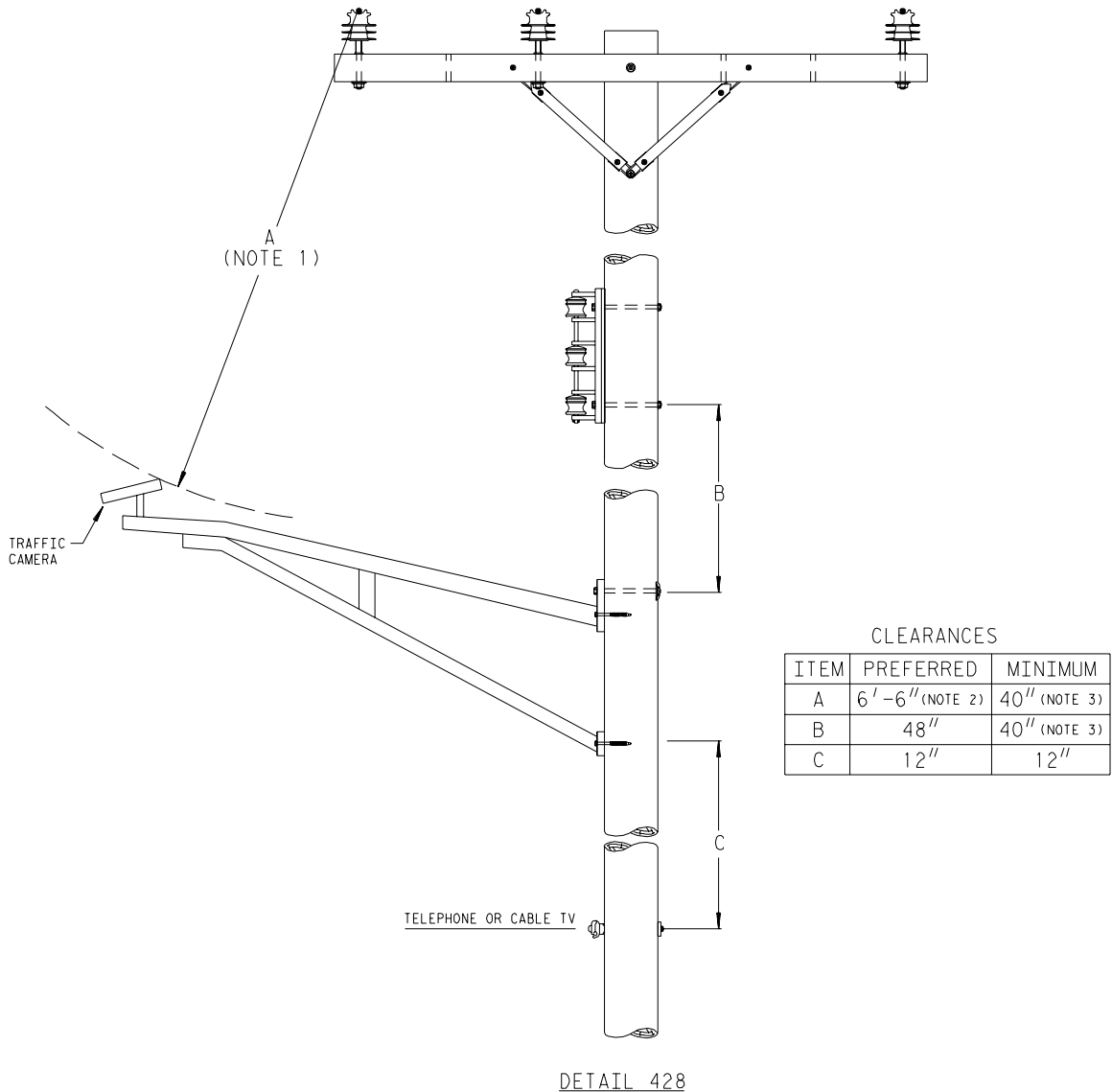
5. ANTENNA AND CABLES SHOULD BE LABELLED IDENTIFYING THE OWNER'S NAME AND PHONE NUMBER.



6. ANTENNA INSTALLED IN THE COMMUNICATION ZONE SHALL BE INSTALLED WITH A 12" VERTICAL SEPARATION FROM OTHER JOINT USE CABLES/EQUIPMENT.

AUTOMATED TRAFFIC SIGNAL
ANTENNA CLEARANCES

4-JOINT USE



DETAIL 428

NOTES:

1. MIDSPAN CLEARANCE BETWEEN ELECTRIC CONDUCTORS AND A RIGID FOREIGN ATTACHMENT MUST ACCOUNT FOR VARIATION IN SAG OF THE CONDUCTOR DUE TO ICE, WIND, OR THERMAL SAG CONDITIONS.
2. WORKING CLEARANCE FOR ELECTRIC LINE MAINTENANCE.
3. NATIONAL ELECTRIC SAFETY CODE MINIMUM ALLOWABLE CLEARANCE.

MINIMUM CLEARANCE TO
TRAFFIC CAMERAS AND
SUPPORT ARMS

4-JOINT USE

(A) Cable Extension Brackets

Extension brackets can be used for the placement of cables on utility poles. These brackets can be installed anywhere on a pole provided the bracket or the cable(s) it supports doesn't violate code requirements specified by the NESC and also referenced in this manual for climbing space, clearances, and pole loading.

When used for communication cables the bracket must be placed in the communication zone on the pole (i.e. generally 40" below the electric supply zone). The prime benefit in the use of the bracket is to create a horizontal communication zone that requires less pole height than would be required for a vertical communication zone. This benefit allows the installation of cable(s) that otherwise couldn't be installed without replacing the existing pole with a taller pole to provide the required vertical clearances.

If used properly this bracket can be used to provide other benefits beyond those mentioned above. For example, this bracket can be used to create or preserve climbing space on a pole where existing cables are currently installed that block a climbing zone. The bracket can also be used as a means to reduce pole loading by keeping the cables inline with a lead when installed on a pole that is set slightly out of lead to provide clearance from an obstruction on the ground (i.e. curbs or sidewalks).

(B) Location of Extension Brackets on Poles

Generally for communication applications near vehicular accessible poles or leads the bracket should be installed on a pole between 18-1/2' to 23' above ground. For limited access areas, the bracket may be mounted lower on a pole provided the cable doesn't sag below the prescribed clearances referenced on page 1-4-5.

The bracket may be installed on a pole at heights other than those specified in the general case provided the calculated mid span clearances are met under worst case loading conditions. Regardless of mounting height, when the bracket is used for communication applications it must be installed 40" or greater from the electric supply zone. Placement of the bracket on a pole must take into account preservation of climbing space, clearances, and the loading impact associated with the bracket and cable(s).

On poles that have numerous cables installed vertically, the bracket should be located on the side of the pole opposite of the climbing zone unless the bracket is being used to offset the cables to create a 30" x 30" climbing zone* past the cables. In most cases, this will require the bracket to be installed on the side of the pole that has the majority of cables or the side where other extension brackets are installed.

On poles where no other communication cables exist, the bracket should be installed on the field side or the side opposite the roadway. See page 1-4-17 for climbing space requirements.

When the bracket is being installed for the sole purpose of adding new cable(s) to an existing pole, it should be installed in a location as to minimize the need to disrupt the existing facilities.

* DTE requirement per the JU agreements (NESC minimum requirement is a 24" x 24" climbing space in the communication zone)

4-JOINT USE**(C) Placement of Cables on the Bracket**

The bracket offsets the cable approximately 30" from the center of the pole when the cable is mounted in the inner most position on the bracket. The bracket has a horizontal slot capable of mounting two cables 13" apart (preferred) or mounting three cables 6-1/2" apart (alternate). To minimize the impact of loading on the pole, it is preferable to locate the lightest weight cable (i.e. the smallest or fiber optic type) in the outer most position. (See Book 3 for method of determining pole loading associated with the bracket and cables)

(D) Bonding Requirement

The bracket should be bonded when a pole ground is present on the pole. In such instances, there is no need to multi-ground the individual cables.

(E) Relocation of Cables to the Extension Bracket

Relocation of existing cables from a pole to a bracket should only be done when necessary to attain a defined benefit.

The bracket should be installed uniformly in height on poles in a lead along a given route. If in maintaining a uniform mounting height it is determined that the bracket be located adjacent to an existing cable(s) on a pole, the bracket should be mounted no closer than 4" from the existing mounting hole of an existing cable (see detail 431). If installation of the bracket blocks the 12" vertical working clearance below an existing cable on the pole, that cable should be relocated to the bracket in the inner most position to provide working clearance of 12" below the cable.

In all cases, when existing cables are installed or relocated to a bracket the clearances must be checked to confirm the cables do not violate code requirements as described elsewhere in this section of the manual.

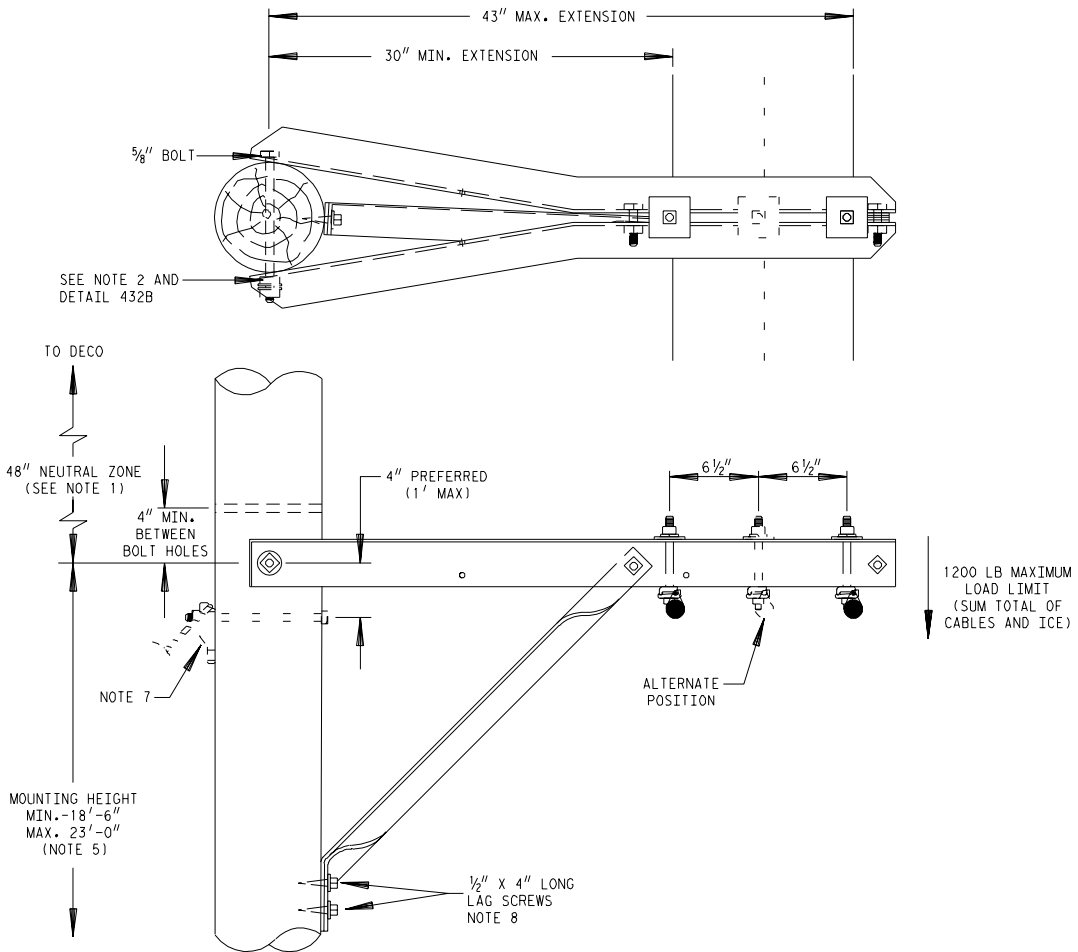
(F) Transition Poles

In cases where zigzagging cable between poles is unavoidable, the cable should transcend gradually by use of a transition pole (a pole with no brackets) between the adjacent bracketed poles. The use of a transition pole is to reduce the pole loading due to the angle in lead created by the offset of the cables on the brackets.

(G) Pole Loading Considerations

Cables located on an extension bracket exert an additional load component on the pole that must be accounted for in the design / evaluation of the pole. The cantilevered load from the cables introduces a moment couple that adds to the load at the groundline of the pole. Based on the extension bracket's strength limitations of a maximum vertical load of 1200 lbs (i.e. representing the maximum sum total of cables and ice), the moment created would be 4,500 ft-lbs. This moment should be added to the calculated groundline moment for a pole based upon NESC design conditions so that a pole can be appropriately evaluated or sized for the addition of the bracket and cable loads.

4-JOINT USE

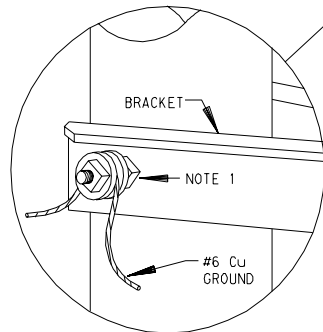
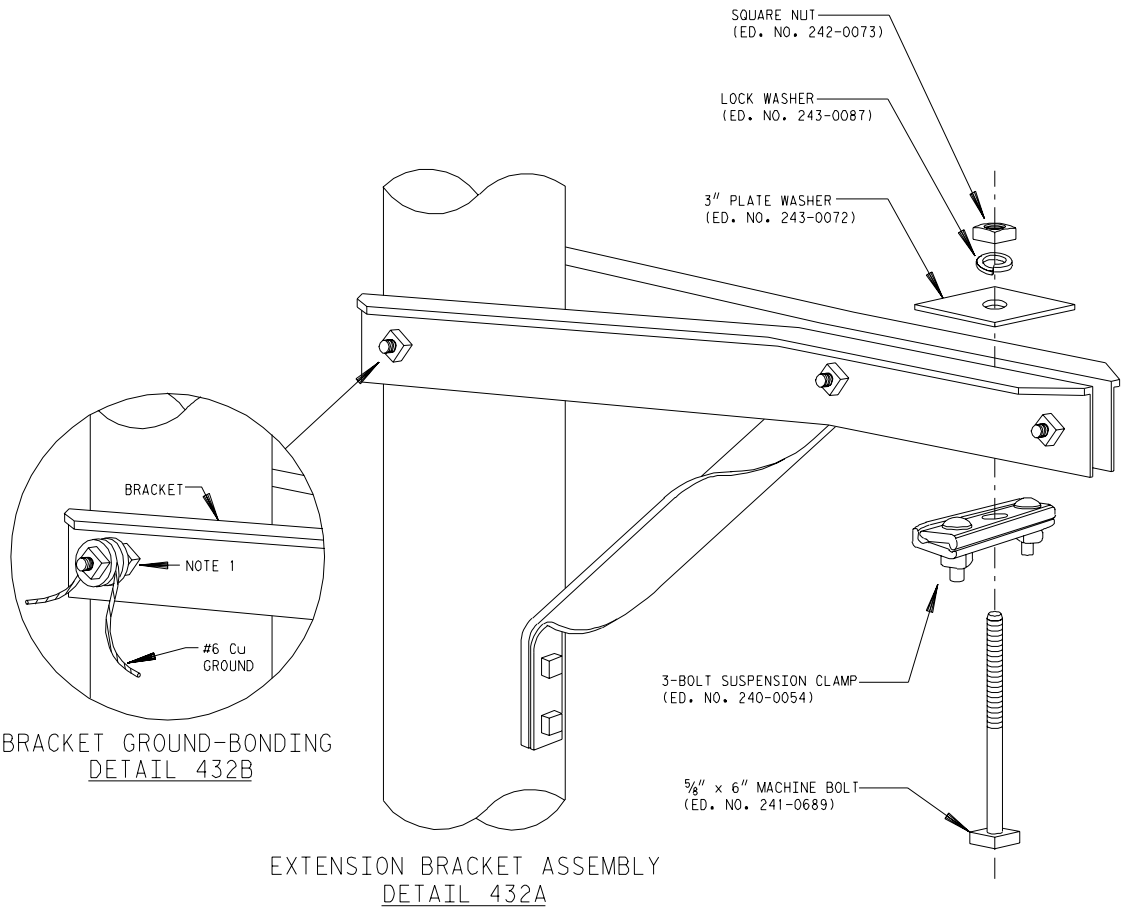


CABLE EXTENSION BRACKET
DETAIL 431

NOTES:

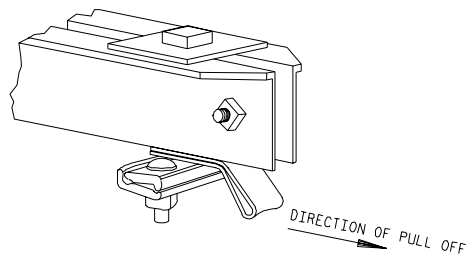
1. NEUTRAL ZONE OF 48" PREFERRED (40" MINIMUM) MUST BE MAINTAINED FROM DECO ATTACHMENT TO COMMUNICATION CABLE EXTENSION BRACKET.
2. THE MOUNTING BOLT MUST NOT EXTEND MORE THAN 2" PAST THE RETAINING NUTS. (CUT OFF IF NECESSARY)
3. CABLE DATA PROVIDED BY JOINT USER.
4. INSTALL 2" (ED. NO. 243-0253) OR 3" (ED. NO. 243-0072) SQUARE WASHERS AS NEEDED TO BRIDGE GAP BETWEEN BRACKET.
5. THE MOUNTING HEIGHTS SHOWN ARE A GENERAL REQUIREMENT FOR THE MAJORITY OF CASES. EXCEPTIONS ARE PERMITTED PROVIDED ALL THE CLEARANCE AND POLE STRENGTH REQUIREMENTS CAN BE MET.
6. FOR POLE DESIGN PURPOSES, A BRACKET AND CABLE(S) WILL INTRODUCE AN ADDITIONAL MOMENT OF 4,500 FT-LBS THAT MUST BE ADDED TO THE CALCULATED MOMENT ASSOCIATED WITH TRANSVERSE WIND LOADING. THE ADDED MOMENT SHOULD BE USED IN EVALUATING THE IMPACT OF ADDING A BRACKET TO EXISTING POLES OR DETERMINING NEW POLE REQUIREMENTS.
7. INSTALL GUY WIRE AND ATTACHMENT AS SHOWN WHEN REQUIRED TO BALANCE LOAD CAUSED BY ANGLE IN LEAD.
8. INSTALL ONE 1/2" DIA. THROUGH BOLT IN PLACE OF LAG SCREWS WHEN BRACKET IS EXPOSED TO UPLIFT DUE TO ELEVATION CHANGE IN CABLES.
9. WHEN A POLE GROUND IS PRESENT, GROUND THE BRACKET AT THE THROUGH BOLT AS SHOWN. USE 2-5/8" ROUND WASHERS, (ED. NO. 243-0257) AND A 3/8" NUT TO CLAMP THE #6 CU GROUND WIRE ON THE BOLT. REFER TO DETAIL 432B FOR BONDING.

4-JOINT USE



BRACKET GROUND-BONDING
DETAIL 432B

EXTENSION BRACKET ASSEMBLY
DETAIL 432A

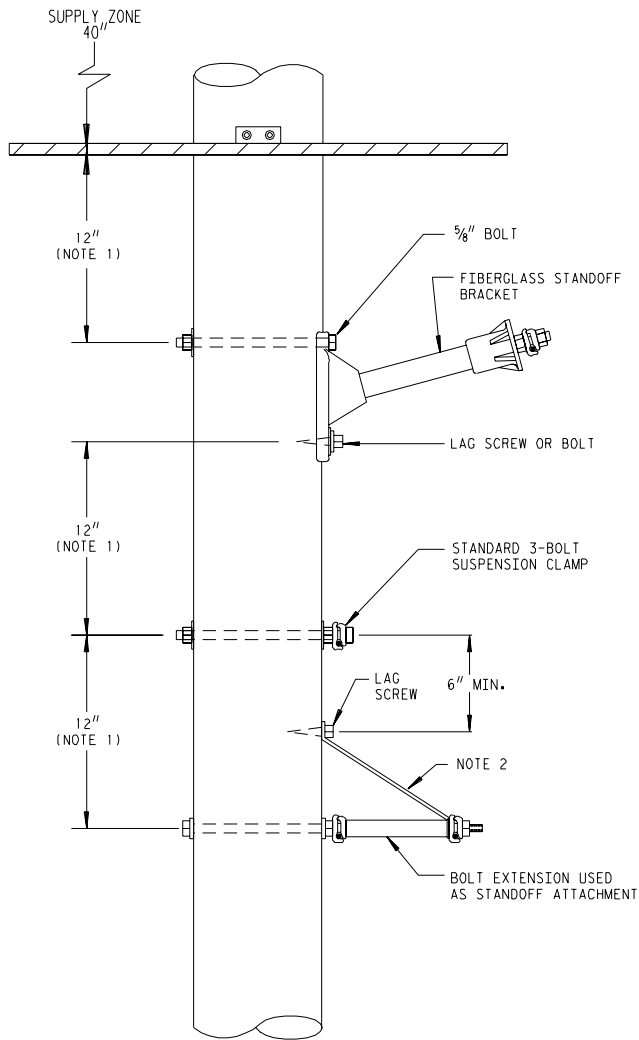


LOW TENSION CABLE
PULL OFF
DETAIL 432C

NOTE:

1. WHEN A POLE GROUND IS PRESENT, GROUND THE BRACKET AT THE THROUGH BOLT AS SHOWN. USE 2 - 5/8" ROUND WASHERS, (ED. NO. 243-0257) AND A 5/8" NUT TO CLAMP THE #6 Cu GROUND WIRE ON THE BOLT.
2. LOW TENSION PULL OFFS ARE TO BE CONSTRUCTED PER DETAIL 432C.

4-JOINT USE



DETAIL 433

NOTES:

1. THE PREFERRED VERTICAL CLEARANCE IS 12" BETWEEN CABLES. A REDUCED MINIMUM CLEARANCE OF 6" IS PERMISSIBLE TO ATTACH NEW CABLES ON EXISTING POLES.
2. VERTICAL CLEARANCES OF CABLE ATTACHMENTS LOCATED HIGHER ON THE POLE ARE MEASURED FROM THE HIGHEST PIECE OF EQUIPMENT (EITHER THE CABLE OR BRACKET)
3. SUSPENSION STRANDS OR CABLES MUST BE ATTACHED TO THE POLE OR BRACKETS WITH BOLTS APPROXIMATELY SIZED FOR THE LOADS. LAG SCREWS OR J-HOOKS ARE NOT ALLOWED FOR CABLE ATTACHMENT TO POLES. (J-HOOKS ARE ALLOWED FOR SERVICE ATTACHMENTS)

TYPES OF ATTACHMENTS
AND CLEARANCE MEASUREMENTS



**RF Certification Form
For Pole Mounted Radio/Antenna Systems**

This form certifies that a _____ certified engineer has evaluated the pole mounted transmitter site identified below and determined that it complies with FCC Rule Section 1.1307 et seq. and related OET Bulletin No. 65 governing radio-frequency (“RF”) emissions. In particular, the RF emissions from _____ are within the Maximum Permissible Exposure (“MPE”) limits for an uncontrolled environment at more than six inches from the transmitting antenna.

_____ should retain the original of the completed version of this form and send DTE Electric a copy of the completed version of this form at the address specified on the Permit Application (Attachment 1, Exhibit 2-1).

Any physical changes of the pole mounted equipment or installation that would affect the MPE calculations must be agreed to in writing by DTE Electric and _____.

Site Number: _____ Site Name: _____

Site Address: _____

City and State: _____

Site Compliance Procedure

The site complies with the FCC’s Maximum Permissible Exposure (“MPE”) standards, taking into account any nearby significant transmitting sources, based on OET Bulletin 65 calculation methods.

Additional Information for Categorical Exclusion

The sum of all ERP’s of all operating frequencies does not exceed 1000 watts ERP.

Signature

Printed Name

Date of Evaluation

Camera Attachments Installed Prior to R 11, 202F

EXHIBIT 44

YPSILANTI TWP EXISTING COMMUNITY CAMERA LOCATIONS

	STREET INTERSECTIONS (arrow indicates direction lens is pointed)		STREET ADDRESS (assigned by Comcast)	CITY	ST	ZIP CODE	CAMERAS	MODEMS	
1	Ridge Rd	→	Appleridge	2885 Appleridge	Ypsilanti	MI	48198	1	1
2	Appleridge	→	Woodruff	2588 Woodruff	Ypsilanti	MI	48198	1	1
3	Woodruff	→	Wiard	2301 Woodruff	Ypsilanti	MI	48198	1	1
4	Clark Rd	→	Lexington	1104 Lexington	Ypsilanti	MI	48198	1	1
5	Holmes Rd	→	Wendell	1105 Holmes	Ypsilanti	MI	48198	2	1
6	Clark Rd	→	Fall River	1266 E. Clark	Ypsilanti	MI	48198	1	1
7	Delaware	→	Peabody	1325 Delaware	Ypsilanti	MI	48198	1	1
8	Clark Rd	→	Wendell	1456 Wendell	Ypsilanti	MI	48198	1	1
9	Holmes Rd	→	Hunter	1501 Holmes	Ypsilanti	MI	48198	2	1
10	Clark Rd	→	Pageant	1502 E. Clark	Ypsilanti	MI	48198	1	1
11	Marcus	→	Nancy Park	1212 Marcus	Ypsilanti	MI	48198	1	1
12	Marcus	→	Nancy Park	1252 Marcus	Ypsilanti	MI	48198	1	1
13	Harris Rd	→	Wingate Condos	1510 Harris	Ypsilanti	MI	48198	1	1
14	Grove Rd	→	David	2100 David	Ypsilanti	MI	48198	1	1
15	Grove Rd	→	Dorothy	1501 Dorothy	Ypsilanti	MI	48198	1	1
16	Grove Rd	→	Harry	1641 Harry	Ypsilanti	MI	48198	1	1
17	Grove Rd	→	Mollie	1498 Mollie	Ypsilanti	MI	48198	1	1
18	Harris Rd	→	Foley	1264 S. Harris	Ypsilanti	MI	48198	1	1

19	Harris Rd	→	Melvin	1405 Melvin	Ypsilanti	MI	48198	1	1
20	Andrea	→	Sugarbrook Park	100 Andrea	Ypsilanti	MI	48198	2	1
21	McCartney	→	Lakeview	2385 Lakeview	Ypsilanti	MI	48198	1	1
22	Smith	→	Lakeview	1968 Smith	Ypsilanti	MI	48198	2	1
23	McCartney	→	William	100 William	Ypsilanti	MI	48198	1	1
24	Grove Rd	→	Cliffs Dr	855 Cliffs Dr	Ypsilanti	MI	48198	1	1
25	Ford Blvd	→	Russell (east)	1540 Russell St	Ypsilanti	MI	48198	1	1
26	Ford Blvd	→	Parkwood (east)	1564 Parkwood	Ypsilanti	MI	48198	1	1
27	Parkwood	→	Airport Industrial	390 Airport Industrial	Ypsilanti	MI	48198	1	1
28	S. Harris Rd	→	Harris Park Gazebo	8 S. Harris Rd	Ypsilanti	MI	48198	1	1
29	S. Harris Rd	→	Harris Park Entrance	9 S. Harris Rd	Ypsilanti	MI	48198	2	1
30	Redwood	→	Tyler (I-94 catwalk)	632 S. Redwood	Ypsilanti	MI	48198	1	1
31	US12/Ecorse	→	Dorset Ave	101 Dorset Ave	Ypsilanti	MI	48198	1	1
32	Gates	→	Tyler	850 Gates	Ypsilanti	MI	48198	1	1
33	Service Drive	→	Onandaga	100 Onandega	Ypsilanti	MI	48198	1	1
34	McCartney	→	State	1000 McCartney	Ypsilanti	MI	48198	1	1

35	Wiard	→	Tyler	2373 Tyler	Ypsilanti	MI	48198	1	1
36	McCartney	→	Tyler	1070 McCartney	Ypsilanti	MI	48198	1	1
37	West Willow Park	→	Playground Structure	100 Tyler	Ypsilanti	MI	48198	1	1
38	West Willow Park	→	Basketball Court	101 Tyler	Ypsilanti	MI	48198	1	1
39	Clark Rd	→	Woburn (Huron Ridge Apts)	669 Woburn	Ypsilanti	MI	48198	1	1
40	LeForge Rd	→	Woburn (Huron Heights Apts)	1249 LeForge	Ypsilanti	MI	48198	1	1
41	Tuttle Hill Rd	→	Lakeway	6229 Lakeway St	Ypsilanti	MI	48197	1	1
42	Tuttle Hill Rd	→	E. Brook	7303 E. Brook Dr	Ypsilanti	MI	48197	1	1
43	Tuttle Hill Rd	→	Creekway	7131 Creekway Ct	Ypsilanti	MI	48197	1	1
44	Merritt Rd	→	Natalie	7580 Natalie Dr	Ypsilanti	MI	48197	1	1
45	Tuttle Hill Rd	→	White Wing	9226 White Wing Dr	Ypsilanti	MI	48197	1	1
46	Textile Rd	→	Huron River Lane	9601 Bayview Dr	Ypsilanti	MI	48197	1	1
47	Tuttle Hill Rd	→	Fawn	9110 Fawn Dr	Ypsilanti	MI	48197	1	1

				47 Site Locations			Totals:	52	47

WIRELESS EQUIPMENT APPROVAL FORM

1. Location (attach drawing showing specific pole(s) involved):

2. Provide detailed drawing of pole showing proposed installation including attachment points for all equipment, dimensional specifications, cabling, etc.

3. Equipment Specifications:
List each piece of equipment, including make, model number, size and weight. Attach manufacturer specification sheets for each.

4. Input Power Requirements (watts, kwh per month):

5. Grounding of Wireless Attachment (please describe):

6. Radio Frequency Emissions:
Maximum ERP level:

Will the wireless installation identified above, as installed, comply fully with the RFR exposure limitations as specified by the Federal Communications Commission at 47 C.F.R. §1.1310 (or its successor regulation) and any state RFR standards?

 Yes
 No

7. Describe disconnect method provided for disabling radio frequency emissions.

CONFIDENTIAL

8. RF Certification:
I certify that: (i) I am a Professional Engineer licensed in Michigan and certified by the International Association for Radio, Telecommunications and Electromagnetics (iNARTE) or similarly-recognized certifying body with experience regarding radio frequency transmissions; and (ii) the information provided above is accurate.

Signature

Print Name

Title

Company

Date

9. Certification and Approval
I certify that all information provided is accurate and acknowledge that any change in operating characteristics, equipment installed, or method of installation requires additional approval by DTE:

Signature

Print Name

Title

Company

Date

10. The above-referenced equipment and operational specifications are hereby approved by DTE:

Signature

Print Name

Title

Date

Turnkey Make Ready

“Turnkey Make Ready” is the work performed by DTE as required to prepare DTE’s Poles for attachment by Joint User, including moving DTE’s facilities and previous joint users’ equipment.

If Turnkey Make Ready work has been performed on Pole(s) with already-installed facilities belonging to previous joint users, where there is no violation present, Joint User will receive an invoice for all Turnkey Make Ready work completed with a summary of the work performed and the permit number. Payment of the invoice is due within thirty (30) days of the invoice date.

If there is a preexisting violation on the Pole, the violation will be remedied as part of the Turnkey Make Ready work and the previous joint user that caused the violation will receive an invoice from DTE for such work. The previous joint users shall not receive advance notice for violations addressed as part of Turnkey Make Ready.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To: Heather Jarrell Roe, Clerk
From: Michael Radzik, OCS Director
Re: **Request to authorize and sign a contract with the Washtenaw County Sheriff's Office to facilitate collaborative sharing of a School Resource Officer for the summer months with the Lincoln Consolidated School District; funding is budgeted in Law Enforcement account 266-301.000-831.008 for \$33,123.**
Copy: McLain & Winters; Lt. Shane Peltier
Date: June 2, 2021

For the past 12 years, Ypsilanti Township has collaborated with local school districts that employ a School Resource Officer (SRO) through the Washtenaw County Sheriff's Office. The SRO's are assigned to the school districts during the academic school year, while the Township picks them up during the summer months. The additional deputies are assigned within the existing patrol force structure in order to facilitate youth engagement programs, as well as proactive neighborhood enforcement in anticipation of higher service demands during the summer.

This year, we will add the SRO from the Lincoln Consolidated School district for the period of June 14, 2021 through August 27, 2021 at a cost of \$33,123.

The cost is based on the 2021 Police Service Unit annual price of \$163,060 prorated for the length of the contract.

Thank you for your consideration and continued support of police services.

AGREEMENT TO ASSIGN THE LINCOLN CONSOLIDATED SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 14, 2021 THROUGH AUGUST 27, 2021

AGREEMENT is made this 20 May 2021 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the LINCOLN CONSOLIDATED SCHOOL DISTRICT, located at 8970 Whittaker Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township and the School currently contract with the County and the Sheriff to provide contractual police services in their respective jurisdictions and;

WHEREAS, the deputy assigned to the School is primarily used during the standard school year of August through early June; and

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 14, 2021 through August 27, 2021 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 14, 2021 and concluding on August 27, 2021, the contractual deputy assigned to Lincoln Consolidated School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Lincoln Consolidated School District.

ARTICLE II - TERM

This contract shall begin on June 14, 2021 and continue through August 27, 2021.

ARTICLE III –PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$33,123.38 payable by the Township as follows: June invoice--\$7,700.05; July invoice--\$13,588.33; August invoice--\$11,835.00. These rates are subject to change based on the availability of staffing levels and the implementation of this contract.

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the parties will be incorporated into this Agreement by written amendments signed by all parties.

ARTICLE V - EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the School contractual deputy to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreements whether written or oral on this matter.

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: _____
Brenda Stumbo (DATE)
Supervisor

By: _____
Gregory Dill (DATE)
County Administrator

By: _____
Heather Jarrell Roe (DATE)
Clerk

WASHTENAW COUNTY SHERIFF'S OFFICE

LINCOLN CONSOLIDATED SCHOOLS

By: _____
Jerry L. Clayton
Sheriff

By: _____
Robert Jansen
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Michelle K. Billard
Office of Corporation Counsel

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register