

Speaker Township Board Meeting Minutes

September 5, 2023

Meeting called to order **Maitland** @ 7:00 p.m., Five(5) Board members present.

Pledge of Allegiance said

Approval of Meeting Agenda:

Motion to approve September 5, 2023 Meeting Agenda made by Maitland, second by Stanley. Motion carried.

Approval of August 1, 2023 Meeting Minutes: **Motion to approve August 1, 2023 Meeting Minutes made by Murray, second by Maitland. Motion carried.**

Approval of August 2023 Treasurer's report: **Sheldon**(Treasurer) advised over 50% of the summer taxes have been collected. Should be increased activity over the next few weeks. **Maitland**(Supervisor) asked if 09/14/23 was the deadline for tax payments. **Sheldon**(Treasurer) stated it was but penalties are not assessed until 09/30/23. **Motion to approve August 2023 Treasurer's Report made by Maitland, second by Stanley. Motion carried.**

Approval August 2023 bills:

Discussion held on the bill for cemetery driveway as Grant Burgess Excavating came under budget. **Maitland**(Supervisor) asked if the bill for V3 was for the new server and was it installed. **Cubitt**(Clerk) advised the bill was for the server equipment purchase and would be installed before 10/31/23.

Motion to approve August 2023 bills (Township bills \$19,731.42 made by Murray, second by Stanley(Fire Dept. bills \$1,257.16) made Maitland, second by Stanley, (Township payroll 5,321.65) made by Murray, second by Stanley) Motion carried.

Fire Report: Trevor Stone(Fire Chief)absent but report was presented by **Assistant Chief Jeff Withey** .

There were four runs in August

We received training on the air packs and they are now in service

Assistant Chief Withey has secured a grant for \$2500 from the Sanilac County Community Foundation . Which has been earmarked for small hand tools and hose.

All the fire trucks underwent pump testing and passed. However engine one does have a pressure sensor for the pump that is reading inaccurately. The pressure sender is on order and will be installed as soon as it becomes available. The truck is still in service and functions fine.

FEMA grant is still open with no change in status at this time.

Planning Report: **Steinhoff**(Planning Commission) advised next Planning meeting will be August 3, 2023 @ 7:00 p.m. first part of meeting will be to discuss and make By-Law changes. The Special Land Use on the campground issue will take place at 7:30 p.m.

Steinhoff(Planning Commission Chairperson) advised the Planning Commission had a meeting last week and approved changes to the By-Laws which included adding two additional members. Tentative dates set for the Special Land Use hearing, but may have to be changed due to Townley Engineering out of the area.

Zoning Report: **Sproul**(Zoning Administrator) SEE ATTACHED).

Old Business: None

New Business:

Thank you to Gabe & Jess Kostiuk for Donation of equipment:

Maitland(Supervisor) publicly thanked **Gabe & Jess Kostiuk** (Melvin Tavern owners) for the donation of down spouts, eve troughs and drains for the township hall building. Clerk will send a "Thank you" letter as well.

Approval of Resolution 2023-11 Right-of-Way Telecommunications Permit(Highline):

Maitland(Supervisor) explained that Highland had made contact and their company omitted getting permits/approval for the construction of fiber optic line per the Metro Act 12-06-2002 around the State and they are righting their wrong but filing the paperwork now. **Maitland(Supervisor) read Resolution 2023-11 and made motion, second by Murray. Roll Call Vote Ayes: Sheldon, Stanley, Maitland, Cubitt & Murray. NAYS: 0. Motion carried.**

Public Comment:

Gerald Pathic(Public): approached the podium and questioned the permit that was approved for Highline. Thought the Planning Commission had to approve. **Maitland**(Supervisor) advised it was checked into and the law requires township board to approve under the Metro Act.

Second question was in regards to the second coat for the cemetery driveway. Discussion held on the fact that the driveway was just completed a few months and the second coat would be done next year.

Asked why the **Fire Chief Trevor Stone** was still the fire chief when he moved into Lapeer County and is that allowed. Discussion held on the validity of the fire chief living just within Lapeer County on Wellman Line Rd.

Questioned the mileage rate that was approved at the beginning of the year and when mileage is paid. **Cubitt**(Clerk) advised the IRS standard mileage rate is adopted each year and paid for extra travel for training, etc.

David Sproul(Public) approached the podium and wanted to “Thank” the residents of Speaker Township for voting down the referendum that would have made the ordinance more restrictive for the wind companies.

Marilyn Strickler(Public): approached the podium and read a statement about those teaching about renewables and setbacks advising that Vestas recommends hard hats be worn at certain feet. Stated all residents will be wearing hard hats when they are outside their residence.

Carolyn Fairman(Public): approached the podium to read a statement that she doesn’t believe the farmers are aware of what the lease agreements say that they signed, and they need to be contacted to get copies of their contracts.

Dave Hicks(Public): approached the podium to ask the brine and if the township has looked into a higher strength brine (38%). Discussion held on the availability of such brine and Maitland(Supervisor) stated he would inquire with the Road Commission for next year

Advised he was putting a time line together of when Jason Nielsen was in office and asked if the township ever consults with MTA. Maitland(Supervisor) advised the township does consult with MTA on issues.

Read Principles of Governance.

Jan Priess(Public) approached the podium to ask the status of the sign. Discussion held on the antenna issue and the sign company has to come back out to make some changes, etc.

Motion to Adjourn meeting @ 7:30 p.m. made by Murray, second by Sheldon. Motion carried.

Dawn M. Cubitt

Speaker Township Clerk

Speaker Township - General Fund Transaction Detail by Account August 2 - 31, 2023

Type	Date	Num	Name	Memo	Clr	Split	Amount
No item							
Check	08/02/2023	12635	Sanilac County Clerk	Optech Pens for ...		900 - Printing & P...	-21.00
Check	08/02/2023	12636	Grant Burgess Excavatin...	Cemetery Drivew...		740 - Operating S...	-4,770.00
Check	08/02/2023	12637	Taylor Butterfield, P.C.	Quarterly legal fe...		801 - Professional...	-3,362.50
Check	08/02/2023	12638	View Newspaper Group	08/08/23 Electio...		900 - Printing & P...	-184.00
Check	08/02/2023	12639	View Newspaper Group			-SPLIT-	
Check	08/02/2023	12640	Robert Brazeau	Local unit share ...		740 - operating su...	-254.40
Check	08/05/2023	debit	Staples	Toner Cartridges...		740 - Operating S...	-166.66
Check	08/05/2023	12641	Mclvor Lawn Care	Twp share of Jul...		818 - Lawn Care	-476.77
Check	08/05/2023	12642	Frontier	Acc#810387221...		853 - Telephone	-120.00
Check	08/05/2023	12643	Frontier	Acc#810879464...		853 - Telephone	-231.77
Check	08/05/2023	12644	DTE Energy	Acc#910040293...		853 - Telephone	-69.99
Check	08/08/2023	debit	Quickbooks	Intuit QB Monthly...		920 - Electricity	-143.65
Check	08/08/2023	debit	Marathon	Check #2990 iss...	X	740 - Operating S...	-42.40
Check	08/08/2023	12645	Sanilac Co. Road Comm...	Invoice #75909 T...		921 - Gas/Heat	-25.01
Check	08/10/2023	12646	Tracy Sheldon	Special Election ...		930 - Roads	-3,648.32
Check	08/10/2023	12647	Kesteloot, Debra A	Special Election ...		702 - Election Wa...	-120.00
Check	08/10/2023	12648	Denise Schreel	Special Election ...		702 - Election Wa...	-432.00
Check	08/10/2023	12649	Janet Whiting	Special Election ...		702 - Election Wa...	-217.50
Check	08/10/2023	12650	Nicole Abney	Special Election ...		702 - Election Wa...	-135.00
Check	08/10/2023	12651	Cubitt, Dawn M	Special Election ...		702 - Election Wa...	-217.50
Check	08/15/2023	12652	Sproul, Bonnie	Special Election ...		702 - Election Wa...	-345.00
Check	08/15/2023	12653	Frontier	Deposit refund fo...		687 - Hall Refunds	-50.00
Check	08/15/2023	12654	Frontier	Internet Billing A...		853 - Telephone	-19.99
Check	08/15/2023	12655	Domain Networks	Internet Billing A...		853 - Telephone	-19.99
Check	08/17/2023	12656	Shelly Baumeister	WEBSITE ANNU...		956 - Miscellaneous	-289.00
Check	08/22/2023	12657	DTE Energy	1/4 of final hotel ...		740 - operating su...	-90.45
Check	08/22/2023	12658	VC3 Inc.	Electricity Billing ...		920 - Electricity	-227.31
Check	08/24/2023	12659	Cubitt, Dawn M	Server upgrade/3 ...		956 - Township B...	-3,938.00
Check	08/29/2023	12660	Semco Energy	Reimbursement fo...		727 - Office Suppl...	-14.70
Check	08/29/2023	12661	Mitel	Gas Billing 40% ...		921 - Gas/Heat	-7.02
				Telephone Billing...		853 - Telephone	-91.49
Total no item							-19,731.42
TOTAL							-19,731.42

Speaker Township - General Fund
Payroll Summary

September 5, 2023

Employee Wages, Taxes and Adjustments	Baumeister, Shelly M	Cubitt, Dawn M	Kesteloot, Debra A	Maitland, William J	Sheldon, Tracy S	Sproul, Bonnie	Wolf, Deborah	TOTAL
Gross Pay	1,245.80	1,083.34	472.50	666.67	1,083.34	500.00	270.00	5,321.65
Assessor Wages	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Clerk Wages	0.00	1,083.34	0.00	0.00	0.00	0.00	0.00	1,083.34
Deputy Clerk	0.00	0.00	472.50	0.00	0.00	0.00	0.00	472.50
Deputy Treasurer	0.00	0.00	0.00	0.00	0.00	0.00	270.00	270.00
Supervisor Wages	0.00	0.00	0.00	666.67	0.00	0.00	0.00	666.67
Treasurer Wages	0.00	0.00	0.00	0.00	1,083.34	0.00	0.00	1,083.34
Zoning Wages	0.00	0.00	0.00	0.00	0.00	500.00	0.00	500.00
Total Gross Pay	1,245.80	1,083.34	472.50	666.67	1,083.34	500.00	270.00	5,321.65
Adjusted Gross Pay	1,245.80	1,083.34	472.50	666.67	1,083.34	500.00	270.00	5,321.65
Taxes Withheld								
Federal Withholding	-81.00	-107.00	0.00	0.00	-2.00	0.00	0.00	-190.00
Medicare Employee	-18.07	-15.71	-6.85	-9.67	-15.71	-7.25	-3.92	-77.18
Social Security Employee	-77.24	-67.16	-29.30	-41.34	-67.17	-31.00	-16.74	-329.95
MI - Withholding	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Medicare Employee Addl Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MI - Cities Res Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MI - Cities Work Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Taxes Withheld	-176.31	-189.87	-36.15	-51.01	-84.88	-38.25	-20.66	-597.13
Net Pay	1,069.49	893.47	436.35	615.66	998.46	461.75	249.34	4,724.52
Employer Taxes and Contributions								
Medicare Company	18.07	15.71	6.85	9.67	15.71	7.25	3.92	77.18
Social Security Company	77.24	67.16	29.30	41.34	67.17	31.00	16.74	329.95
MI - Obligation Assessment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Employer Taxes and Contributions	95.31	82.87	36.15	51.01	82.88	38.25	20.66	407.13

E. [Signature]
William J. Maitland
Jon Munday

James M. Cubitt
[Signature]

Speaker Township - Fire Fund Transaction Detail by Account August 2 - 31, 2023

Type	Date	Num	Name	Memo	Clr	Split	Amount
0242 Fire Operating							
Check	08/05/2023	3006	Mclvor Lawn Care	Fire dept. share ...		818A - Lawn Care...	-120.00
Check	08/05/2023	3007	Auto Value	Acct#23102395 ...		775 - Repairs & M...	-73.99
Check	08/08/2023	3008	Municipal Emergency Se...	10-SCBA Bracke...		740 - Operating S...	-579.42
Check	08/15/2023	3009	Frontier	Internet Billing A...		853 - Telephone	-19.99
Check	08/22/2023	3010	Frontier	Internet Billing A...		853 - Telephone	-69.99
Check	08/22/2023	3011	Frontier	Internet Billing A...		853 - Telephone	-54.99
Check	08/22/2023	3012	DTE Energy	Electricity Billing ...		920 - Electricity	-110.63
Check	08/22/2023	3013	Marathon	Fuel Charges for...		741 - Oil & Gas	-194.92
Check	08/29/2023	3014	Semco Energy	Gas Billing 60% ...		921 - Gas/Heat	-10.53
Check	08/29/2023	3015	Frontier	Telephone Billing...		853 - Telephone	-22.70
Total 0242 Fire Operating							-1,257.16
TOTAL							-1,257.16

Tuesday, September 5, 2023

Checking

	July				Aug				Aug Projected Balance	Interest Rate
	Reconciled Balance	Checks / Debits	Deposits	Service Charges	Interest	Projected Balance	Interest Rate			
Tri-County Bank										
Fire Truck Fund 0435	\$78,384.88		\$1,500.00		\$67.21	\$79,952.09	1.00%			
Operating Fund 0242	\$64,701.36	\$1,257.16	\$64,040.77		\$51.35	\$127,536.32	1.00%			
Liberty Exp. Reimb. 3293	\$52,159.41	\$7,747.50			\$40.49	\$44,452.40	1.00%			
ARPA Funds 5040	\$130,864.06				\$119.19	\$130,983.25	1.00%			
Choice One Bank										
General Fund 0128	\$223,363.04	\$26,085.95	\$9,122.50		\$180.56	\$206,580.15	1.00%			
Social Security 9110	\$1,041.68	\$1,004.26	\$1,004.26	\$5.00		\$1,036.68	0.01%			
Tax Fund 7556	\$44,667.08	\$67,325.19	\$96,716.45		\$28.16	\$74,086.50	0.50%			
Petty Cash										
Change for Taxpayers	\$300.00					\$300.00				

CD's

	Aug		Date of Interest		YTD Int	Interest Rate	Maturity Date
	Balance	Pd 4x/yr	Interest	Interest			
Tri-County Bank							
CD3844	\$51,335.76	8/14/2023	\$19.41	\$57.57	0.15%	2/14/2024	
CD3852	\$51,335.76	8/14/2023	\$19.41	\$57.57	0.15%	2/14/2024	
CD4166	\$51,292.28	7/14/2023	\$19.18	\$57.52	0.15%	4/15/2024	

August fire report

Speaker Twp Fire Chief <firechief@speakertwpmi.gov>

Tue 9/5/2023 3:58 PM

To:Speaker Twp Clerk <clerk@speakertwpmi.gov>

There were four runs in August

We received training on the air packs and they are now in service

Assistant Chief Withey has secured a grant for \$2500 from the Sanilac County Community Foundation . Which has been earmarked for small hand tools and hose.

All the fire trucks underwent pump testing and passed. However engine one does have a pressure sensor for the pump that is reading inaccurately. The pressure sender is on order and will be installed as soon as it becomes available. The truck is still in service and functions fine .

Fema grant is still open with no change in status at this time .

Trevor

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SPEAKER TOWNSHIP

ZONING REPORT

Sept. 5, 2023

8/8/23 ACDC Electric inquired about obtaining a temporary service permit. No address given.

8/18/23 Call from realtor re: 14.5 ac for sale north of Fisher Rd on M-19; are outbuildings allowed for storage of quads, etc.

8/21/23 Dominic inquired about vacant parcels and zoning districts. Did not respond when I asked for specific locations of property.

Bonnie Sproul, Zoning Administrator

Township of Speaker

Resolution Number **2023-11**

Resolution _Adoption of Right-Of-Way Telecommunications Permit under the METRO ACT 12-06-2002 for **Highline-Midwest Region** 2222 N Lincoln Rd Escanaba, MI 49829.

Whereas Township of Speaker, Sanilac County is approving the Adoption of Right-Of-Way Telecommunications Permit under the METRO ACT 12-06-2002

NOW THEREFORE, BE IT RESOLVED That

The foregoing resolution 2023-11 offered by Board Member Matland
Second offered by Board Member Muoras

Upon roll call vote the following voted "Aye": Sheldon, Stanley, Matland
"Nay":

The Supervisor declared the resolution adopted.

Dawn M. Cubitt

Dawn M. Cubitt, Clerk

Resolution 2023-11

[Municipality name] Spencer Township

Attest
By: Don M. Cubitt
Clerk

By: William J. Matlock
Its: Supervisor
Date: 9/5/23

METRO Act Permit
Bilateral Form
Revised 12/06/02

RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean LLC [type of entity] organized under the laws of the State of Delaware whose address is 2222 N Lincoln Rd., Escanaba, MI 49829
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean Speaker Township, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Bruce Moore, CEO Highline-Midwest Region, email: bruce.moore@highlinefast.com, address: 2222 N Lincoln Rd, Escanaba, MI 49829, phone number: (989) 529-5152
- 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Aaron Burbey, VP of Operations, email: aaron.burbey@highlinefast.com, address: 2222 N Lincoln Rd Escanaba, MI 49829, Phone Number: (906) 869-3334
- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the

design, plans and construction of the Telecommunication Facilities is
Aaron Burbey, VP of Operations, email: aaron.burbey@highlinefast.com, address: 2222 N Lincoln Rd
Escanaba, MI 49829, Phone Number: (906) 869-3334

- 3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is
Aaron Burbey, VP of Operations, email: aaron.burbey@highlinefast.com, address: 2222 N Lincoln Rd
Escanaba, MI 49829, phone number: (906) 869-3334
- 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.
- 3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

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

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.
- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all

trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.
- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors

shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities,

commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).

- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
 - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality

from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or
- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days

(or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

- 10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than

SPEAKER TOWNSHIP

MEETING SIGN IN SHEET

DATE: 9/5/23

PURPOSE Speakey Township Board Meeting

PRINTED NAME

Michael Raeford

B. Steinhoff

Ben Steinhoff

FRED MOSS

Gerald Pathic

RUSSELL BULAR

CAROLYN PATHIC

Mary Bular

Kimberly Sanborn

Chris Sanborn

SPEAKER TOWNSHIP

MEETING SIGN IN SHEET

DATE: 9/5/23

PURPOSE Speakers Township Board Meeting

PRINTED NAME

Bella Hoffman

Jeremie B. Soden

BARBARA FAIK

Paul Falk

SPEAKER TOWNSHIP

MEETING SIGN IN SHEET

DATE: 9/5/23

PURPOSE Spealer Township Board Meeting

PRINTED NAME

Jeff Withey