



POLE LICENSE AGREEMENT

THIS AGREEMENT, made as of the ___ day of _____ 2008, by and between CONSUMERS ENERGY COMPANY, a Michigan corporation, having its principal office in the City of Jackson, Michigan, hereinafter called "the Owner," and _____ located at _____ hereinafter called the "Licensee,"

WITNESSETH:

WHEREAS, the Licensee represents that it is the holder of all necessary governmental permits to erect and maintain aerial cables, wires and associated equipment in the streets, alleys and other public places of _____, MI hereinafter called "the municipality," for the purpose of transmitting communications; and

WHEREAS, the Licensee desires to attach such aerial cables, wires and associated equipment to pole(s) of the Owner located in said municipality in order to avoid expensive and unnecessary duplication of facilities; and

WHEREAS, the Owner is willing to permit, to the extent it may lawfully do so, the attachment of such aerial cables, wires and associated equipment to its poles in the municipality for the above stated purposes, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of their respective undertakings herein, the parties agree as follows:

ARTICLE I
AVAILABILITY OF POLES FOR LICENSEE'S ATTACHMENTS

To the extent permitted by law, by the provisions of presently existing joint-use contracts, and by the terms of all necessary permits, licenses, easements, franchises or consents from property Owners and governmental authorities having jurisdiction, all of the Owner's poles in the municipality shall be available to the Licensee for the attachment of aerial cables, wires and associated equipment constituting a portion of the Licensee's system in accordance with the terms of this agreement, if and to the extent that such use, in the Owner's judgement, will not interfere with the Owner's service requirements, including, but not by way of limitation, considerations of safety and economy. No payment for facility alterations (including, but not limited to, contributions toward the cost of replacement poles) or use of the Owner's poles under this agreement, however extended, shall create or vest in the Licensee any ownership or property rights in such facilities or poles, and the Licensee's rights in said poles shall be and remain a mere license.

ARTICLE II
SPECIFICATIONS

All of the Licensee's cables, wires and associated equipment herein provided for shall be erected and maintained in accordance with the requirements, specifications and other applicable rules or orders of the Michigan Public Service Commission and other authorities having jurisdiction, and such other specifications, not less restrictive than the foregoing, as the parties may agree upon from time to time. Drawings showing certain of such requirements and specifications are attached hereto and made a part hereof as Exhibit A, Pages 1 through 10.

All of the Licensee's cables, wires and associated equipment shall be erected and maintained by properly trained, skilled workers who are fully qualified to perform such work in proximity to electric lines and equipment.

The Owner may specify the location on its pole or poles at which attachments are to be made. In the event an attachment at the location specified by the Owner would violate any applicable law, rule, regulation, ordinance or order of any governmental authority or regulatory

body, including the Michigan Public Service Commission, the Licensee shall so advise the Owner and obtain its authorization to make such attachment at a location which does not violate any such law, rule, regulation, ordinance or order. It shall be the sole responsibility of the Licensee to determine if the making or maintaining of attachments at the specified location or locations will violate any such law, rule, regulation, ordinance or order. No attachment shall be made or maintained at a location that violates any such law, rule, regulation, ordinance or order.

ARTICLE III APPLICATION AND PERMIT PROCEDURE

Whenever the Licensee desires to make an attachment to any pole or poles of the Owner, the Licensee shall prepare and submit to the Owner three (3) copies of an application (accompanied by the application fee required by Paragraph (1) of Article VII hereof) on an Application and Permit form, a copy of which is attached hereto and made a part hereof as Exhibit B, including any sketch and other information necessary to clearly show the location of such pole or poles. As soon as reasonably possible after a properly prepared and submitted Application and Permit is furnished to the Owner, the Owner shall either deny or grant permission for such attachment as follows:

- (1) If, in the Owner's judgement, such pole or poles or any of them are unavailable for attachment, such Application and Permit shall be ineffective and the Owner shall notify the Licensee in writing of such unavailability.
- (2) If, in the Owner's judgement, such pole or poles are available for attachment, and the Licensee is not to be charged for any cost of facility alterations in connection therewith, the Owner shall complete, execute and furnish to the Licensee one (1) copy of such Application and Permit, which shall thereupon be effective as a Permit.
- (3) If, in the Owner's judgement, such pole or poles are available for attachment, and the Licensee is to be charged for the cost of facility alterations in connection therewith, the Owner shall complete, execute and furnish to the Licensee two (2)

copies of such Application and Permit, setting forth the estimated cost of such facility alterations. The Licensee, if it desires to proceed with the permitted attachments subject to payment of the cost of such facility alterations as provided in Article V hereof, shall endorse its authorization of such facility alterations on the Application and Permit and return one (1) copy thereof to the Owner within ten (10) days after the time the executed copies of the Application and Permit were furnished to the Licensee by the Owner. Such Application and Permit shall be effective as a Permit upon the furnishing of written notice to the Licensee that all necessary facility alterations have been completed. If the Licensee does not return the Application and Permit containing its endorsed authorization of such facility alterations within the time specified herein, such Application and Permit shall be ineffective.

The Licensee shall make no attachments to any pole of the Owner as to which there does not exist an effective Permit, and as to which all necessary permits, licenses, easements, franchises and consents have not been secured by the Licensee as required by or pursuant to Article IV hereof.

If any cable, wire or equipment of Licensee shall be found on a pole for which no permit is outstanding, the Owner, without prejudice to its other rights or remedies under this agreement or otherwise, may (1) impose a charge, and (2) require Licensee to remove such cable, wire or equipment forthwith or the Owner may remove them without liability 30 days after having given written notice to the Licensee of their unauthorized attachment and the expense of removal shall be borne by Licensee. In the latter event, the Licensee shall reimburse the Owner upon demand for the cost to the Owner of such removal, and shall indemnify and save the Owner harmless from and against all loss, liability or expense (including, but not limited to, claims of third parties) resulting from such unauthorized attachment and the removal thereof. For the purpose of determining the charge, in the absence of satisfactory evidence to the contrary, the unlicensed use shall be treated as having existed for a period of three (3) years prior to its discovery; and the fee, at the appropriate rate as shown in Article VII hereof, for each year and for any portion of a year contained in such period, shall be due and payable forthwith. Any such fee imposed by the Owner shall be in addition

to its rights to any other sums due and payable and to any claims or damages under this agreement or otherwise. No act or failure to act by the Owner with regard to said fee or said unlicensed use shall be deemed as a ratification, or the licensing, of the unlicensed use, and if any permit should subsequently be issued, after application and payment of the application fee therefor, said permit shall not operate retroactively or constitute a waiver by the Owner of any of its rights or privileges under this agreement or otherwise.

ARTICLE IV RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

The Licensee shall be responsible for securing from property owners and governmental authorities having jurisdiction all necessary permits, licenses, easement, franchises and consents relating to the Licensee's erection and maintenance of aerial cables, wires and associated equipment at any pole location proposed to be utilized, and for submitting satisfactory evidence of the same to the Owner if requested so to do, before making an attachment at such pole location.

Upon the execution of this agreement, the Licensee shall submit to the Owner satisfactory evidence of the Licensee's right to erect and maintain aerial cables, wires and associated equipment in the streets, alleys and other public places of the municipality.

ARTICLE V FACILITY ALTERATIONS FOR LICENSEE'S ATTACHMENTS

If the Licensee, by endorsement of an Application and Permit as provided in Article III hereof, indicates its desire to make a pole attachment, which in the Owner's judgement will require a facility alteration, such endorsement shall constitute authorization for the making of the alteration by the Owner or others. The alterations, including replacement of inadequate poles, shall be made with reasonable promptness after receipt of the Licensee's authorization, and notice of completion shall be given to the Licensee within ten (10) days after completion. The Licensee shall pay the Owner for such facility alterations in accordance with Article VII hereof.

The Licensee shall also reimburse the Owner or Owners of any other facilities attached to the existing pole pursuant to joint use or pole license agreements for their respective costs of altering their attached facilities, including where applicable the cost of transferring said facilities from the existing pole to the replacement pole, except to the extent, if any, that such Owner(s) has agreed to pay for same.

The time and manner of the making of any such payment to the Owner or Owners of any such facilities shall be as agreed between the Licensee and said Owner or Owners.

ARTICLE VI MAINTENANCE OF LICENSEE'S ATTACHMENTS AND INSPECTION

The Licensee shall make and maintain its attachments in safe condition and in thorough repair, at its own expense, and in such manner, suitable to the Owner, that said attachments will not conflict with the use of poles by the Owner or other authorized parties, or interfere with the operation or use of facilities which are or which may from time to time be placed thereon. The Licensee shall at any time, at its own expense, upon notice from the Owner, relocate, replace or renew its facilities placed on said poles, transfer its facilities to replacement poles, or perform any other work in connection with said facilities: (a) that may be required by the Owner in the maintenance, replacement, removal or relocation of said poles or the facilities which are or which may from time to time be placed thereon, or (b) that may be required for the service needs of the Owner. If the Licensee neglects or refuses to comply with the directives of such a notice, or in cases of emergency, the Owner shall have the right to remove, relocate, replace or renew the facilities placed on said poles by the Licensee, transfer such facilities to replacement poles, or perform any other work in connection with said facilities and the Licensee shall, on demand, reimburse the Owner for the costs thereby incurred as a result of the Licensee's failure or refusal to act in compliance with such notice.

The Licensee shall be solely responsible for eliminating any and all inductive interference. The Owner will, if requested by the Licensee, cooperate with the Licensee in eliminating such interference; however, the Licensee shall pay all costs of any work or operations performed by the Owner to eliminate or reduce inductive interference.

The Owner reserves the right to inspect each new installation and to make periodic inspections of any part of the cable, wires and equipment of Licensee on the Owner's poles and in the vicinity thereof; and the Licensee shall reimburse the Owner for the expense of such inspections. Inspections will not be made more often than once a year unless, in the Owner's judgement, such inspections are required for reasons involving safety or are required because of a violation of the terms of this agreement by Licensee. The charge for the inspection shall be in accordance with the terms and conditions of Article VII hereof. The making of such inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this agreement.

ARTICLE VII FEES AND CHARGES

The provisions of the Owner's Pole Attachment and Conduit Use Rate "PA" ("Rate PA") pertaining to fees, charges and payments, including any amendments thereto, which may be made from time to time, shall apply to this agreement to the same extent as if this agreement were governed by said Rate PA.

- (1) The Licensee shall pay the Owner an Application Fee in the amount provided for in Rate PA, as the same may be amended from time to time, for each application for a license. Said Fee must accompany the Application.
- (2) The Licensee shall pay the Owner an Annual Fee in the amount provided for in Rate PA, as the same may be amended from time to time. For each pole covered by a Permit granted after July 1 of any contract year, the Licensee shall, within twenty-one (21) days after issuance of the Permit for said pole, pay the pro rata portion of the Annual Fee for the remainder of the contract year.
- (3) The Licensee shall pay the Owner:
 - (a) The Owner's cost (including, but not limited to, the cost of inspection, engineering, rearranging the existing facilities, guying of the pole, tree trimming and/or replacement of the pole) of making alterations of its

facilities to permit an attachment by the Licensee when the Licensee has authorized such alteration pursuant to this agreement. The cost of replacing an inadequate pole shall include (i) that portion of the cost of such replacement pole that exceeds the current cost of a pole of the same type, class and size as the existing pole, plus (ii) the undepreciated portion of the original cost of labor of installing the existing pole and the unaccumulated portion of the cost of labor of removing the existing pole, plus (iii) the cost of installation of the replacement pole, plus (iv) the cost of transferring facilities from the existing pole to the replacement pole.

- (b) The Owner's cost of making any inspection or inspections pursuant to Article VI hereof.
- (4) In the event that any present or future Federal Law, Executive Order or Administrative Rules and Regulations pertaining to Economic Controls prevent the Owner from charging all or any part of the Application Fee provided for in Paragraph (1) of this Article VII or any part of the Annual Fee provided for in Paragraph (2) of this Article VII, the Licensee shall, during the time or times that the Owner is prevented from making such charges, pay the portion of said Application Fee and/or Annual Fee which is permissible under such Federal Law, Executive Order or Administrative Rules and Regulations pertaining to Economic Controls.
- (5) When any charge to the Licensee provided for in this agreement is to be based upon the Owner's cost, said cost shall be determined in accordance with the Owner's regular and customary method of determining such costs unless otherwise expressly provided herein.
- (6) The Owner may at its option require the Licensee to pay the estimated cost of any facility alteration, to be paid by it pursuant to Paragraph (3)(a) of this Article VII, prior to the commencement of engineering and/or other work on said

alterations. If the actual cost of any such alterations is not equal to the advance payment made by the Licensee for said alterations, the Owner will, after completion of said alteration, submit to the Licensee a bill for the amount by which the cost of said alterations exceeded said advance payment or will grant the Licensee a credit for the amount by which said advance payment exceeded the actual cost of said alteration.

ARTICLE VIII TERMINATION OF ATTACHMENT PERMITS

Upon notice from the Owner to Licensee that the use of any pole is not authorized by Federal, State, County or Municipal authorities or private property owners, the license covering the use of such pole shall immediately terminate and shall be surrendered and Licensee shall remove its cables, equipment and facilities at once from the affected pole or poles.

Upon notice from the Owner to the Licensee that the Owner intends to abandon any pole, the Permit covering said pole shall, unless otherwise provided in the notice, terminate and cease to be effective as to said pole. To the extent that it may legally do so under prior agreements or otherwise, the Owner may sell to the Licensee, at any time within thirty (30) days after such notice, at the then value thereof in place or such other equitable sum as may be agreed upon between the parties, any pole which the Owner has given notice of intent to abandon.

If at any time the Owner, or other party under the terms of a joint use or pole license agreement executed prior to the date of this agreement, desires to make additional attachments to any pole (except a pole replaced at the Licensee's expense under Article V hereof) carrying attachments of the Licensee, or otherwise to use for its own service needs the space occupied by the Licensee's attachments, and in the Owner's judgement the existing pole is inadequate under applicable requirements and specifications to support such additional attachments or use, the Owner shall give the Licensee notice to that effect and the Permit covering said pole shall terminate and cease to be effective as to said pole unless within ten (10) days after such notice the Owner receives authorization from the Licensee agreeing to pay the entire cost (as provided in Paragraph (3)(a) of Article VII hereof) to the Owner of replacing the inadequate pole with a pole adequate to support

such additional attachments or use together with the attachments of the Licensee and the existing attachments of the Owner that are to remain, and the existing attachments of other parties if made pursuant to joint use or pole license agreements executed prior to the date of this agreement. If the existing pole would be adequate but for the attachments of other parties made pursuant to joint use or pole license agreements executed after the date of this agreement, the Licensee shall not be liable for any portion of the cost of a replacement pole therefor.

The Licensee may at any time terminate any Permit or Permits by removing its attachments from any pole or poles and by notice to the Owner in duplicate on the Termination of Attachments by Licensee form attached hereto and made a part hereof as Exhibit C; the Permit or Permits covering the use of such pole or poles shall thereupon terminate and cease to be effective.

Any Permit granted hereunder for attachment to the Owner's poles shall terminate without further notice to Licensee as to individual poles covered by the Permit to which Licensee has not attached within sixty (60) days from the date that Owner has notified Licensee that such poles are available for attachment of the facilities of Licensee.

All Permits shall automatically terminate and cease to be effective upon the termination of this agreement.

ARTICLE IX TERMINATION FOR DEFAULT

If the Licensee shall neglect or refuse to comply with any of the provisions of this agreement, including the specifications and requirements referred to in Article II hereof, or default on any of its obligations hereunder, and shall fail within ten (10) days after written notice from the Owner to correct such neglect, refusal or default, the Owner may at its option, in addition to any other remedy available to it, forthwith terminate this agreement or the Permit or Permits covering the pole or poles as to which such neglect, refusal or default shall have occurred.

ARTICLE X REMOVAL UPON TERMINATION

The Licensee shall remove from any pole or poles its facilities, the Permit or Permits for which have been terminated, within thirty (30) days (except as otherwise provided in the first paragraph of Article VIII hereof) after the time such Permit or Permits cease to be effective, failing which the Owner shall have the right to remove the Licensee's facilities from said pole or poles without notice or liability of any kind to the Licensee; in the latter event, the Licensee shall reimburse the Owner upon demand for the cost to the Owner of such removal, and shall indemnify and save the Owner harmless from and against all loss, liability or expense (including, but not limited to, claims of third parties), resulting from such removal.

ARTICLE XI LIABILITY AND INSURANCE

The Owner reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. The Owner shall not be liable to the Licensee for any interruption in service furnished by the Owner to the Licensee or to other customers of the Owner, or in service furnished by the Licensee to customers of the Licensee, or for any interference, including, but not limited to, inductive interference, with the operation of facilities of the Licensee or of customers of the Owner or of the Licensee, which may arise in any manner out of the Licensee's use of the Owner's pole or other facilities, whether by negligence of the Owner or otherwise.

The Licensee shall exercise special precautions to avoid damage to facilities of the Owner and of others on the Owner's poles, and the Licensee hereby assumes responsibility for any and all damage to such facilities arising out of or caused by the conduct or property of the Licensee, whether by the negligence of the Licensee or otherwise. The Licensee shall make an immediate report to the Owner or Owners of any such facilities of the occurrence of any such damage and shall reimburse such Owner or Owners for expenses incurred by them in making necessary repairs and replacements.

The Licensee hereby assumes all responsibility for bodily injury to persons, including death or damages, sustained or claimed by its employees, the employees of the Owner, or by any

other person, and also for damage to property, including property of the Licensee, the Owner, or any other person, and also for any interruptions to electric or community antenna television or other communications service, which may occur or allegedly occur because of, or result from, or in any manner are connected with or directly or indirectly arise out of or are caused in whole or in part by the erection, maintenance, presence, replacement, use or removal of the Licensee's facilities hereunder or by the proximity of the Licensee's cables, wires and associated equipment and those of the Owner or other users of the Owner's poles, or by any action, operation or omission of the Licensee, its agents, contractors or employees, under this agreement; and the Licensee shall assume all responsibility for and shall indemnify and save the Owner harmless from and against all losses, liabilities, claims, demands, payments, actions, legal proceedings, recoveries, costs, expenses, attorney fees, settlements, judgements, orders and decrees of every nature and description brought or recovered against, or incurred by, the Licensee, the Owner, or both of them, by reason of any such bodily injury to persons, damage to property, or interruptions to service.

Licensee shall also pay or reimburse the Owner for any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's facilities including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of other program material, and all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's equipment whether arising from the use of Licensee's equipment in combination with Owner's poles or otherwise.

The Licensee shall at its sole expense secure and maintain in force in the name of the Licensee during the entire life of this Agreement, policies of insurance of the following types:

- (a) Workers' Compensation Insurance with Michigan statutory limits.
- (b) Commercial General Liability Insurance, including contractual liability, with a minimum combined bodily injury and property damage single limit of \$1,000,000 per occurrence. Such insurance shall name the Owner, its Directors, Officers, and Employees as additional insureds as their interest

may appear; and such coverage shall be primary to any insurance maintained by owner.

- (c) Automobile Liability Insurance with a minimum combined bodily injury and property damage single limit of \$500,000 per occurrence, providing coverage for owned, non-owned and hired vehicles.

Such policies of insurance shall be in a form and with companies satisfactory to the Owner and shall be obtained and become effective prior to the attachment of facilities of the Licensee to any pole or poles of the Owner hereunder. A copy of the policy shall be furnished to the Owner at the Owner's request.

The Licensee shall submit Certificates of Insurance to Owner prior to the attachment of facilities of the Licensee to any pole or poles of the Owner. The Certificate of Insurance shall be on the form furnished by the Owner or any other form approved by the Owner's Corporate Insurance Department. The Certificate shall require that the Insurance Company give at least thirty (30) days prior written notice of cancellation or material change in any such policy.

The Certificate of Insurance shall be submitted to:

Consumers Energy
Corporate Insurance Department
One Energy Plaza
Jackson, Michigan 49201

The above requirements as to policies of insurance may be varied by written amendment to this agreement.

ARTICLE XII RIGHTS OF OTHER PARTIES

Nothing contained herein shall be construed as affecting any rights or privileges, heretofore granted by the Owner by contract or otherwise to any other parties, to use any poles

covered by this agreement, and the Owner shall have the right to continue, modify and extend any such rights or privileges in accordance with the terms of any such rights or privileges. The attachment privileges granted herein shall be subject to such previously granted rights or privileges. Moreover, nothing contained herein shall be construed as affecting any rights or privileges hereafter granted by the Owner by contract or otherwise to any other parties, to use any poles covered by this agreement, and the Owner shall have the right to initiate, continue, modify and extend any such rights or privileges in any manner not inconsistent with the performance of its obligations hereunder.

ARTICLE XIII ASSIGNMENT

This agreement shall be personal to the Licensee, and any assignment or other transfer by the Licensee, in whole or in part, of its rights or privileges hereunder, without the prior written consent of the Owner, shall be void and not merely voidable. Subject to the foregoing, this agreement shall extend to and bind the successors and assigns of the parties hereto.

ARTICLE XIV WAIVER OF TERMS AND CONDITIONS

Failure of the Owner to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XV BILLS AND PAYMENTS

Unless otherwise expressly provided herein, bills under this agreement shall be payable within twenty-one (21) days after presentation. Nonpayment of bills within said period shall be

deemed to be a default within the meaning of Article IX hereof. Any bill not paid when due shall be subject to the Late Payment Charge provided in Rate PA, as the same may be amended from time to time.

**ARTICLE XVI
MICHIGAN PUBLIC SERVICE COMMISSION**

This agreement is subject to all applicable present and future rules, regulations and orders of the Michigan Public Service Commission. To the extent that any provision of this agreement is in conflict with any such rule, regulation or order, such rule, regulation or order shall control.

**ARTICLE XVII
TERM OF AGREEMENT**

This agreement shall take effect on _____ and unless sooner terminated in accordance with the provisions of Article IX hereof, shall continue in effect until terminated by mutual consent, or by either party giving the other at least six months' advance written notice of its desire to terminate the same at any time hereafter.

**ARTICLE XVIII
NOTICES AND DOCUMENTS**

Except as otherwise provided in this agreement, the giving or furnishing of any notice or document in connection with this agreement shall be deemed to occur (a) in the case of delivery of such notice or document, on the date of such delivery, (b) in the case of mailing of such notice or document by registered or certified mail, on the date of receipt of such registered or certified mail, or in the case of mailing of such notice or document by regular mail, on the second business day following the date of postmark of such mailing.

Notices or other documents to be given or furnished to the Owner shall be delivered or mailed to:

Consumers Energy Company
Attn: DLEmons, P-12-811

1945 W. Parnall Road
Jackson, Michigan 49201

Notices or other documents to be given or furnished to the Licensee shall be delivered or mailed to:

Either party may at any time change a designation of the individual or address to which notices or other documents are to be delivered or mailed by giving notice in writing of such change of designation to the other party.

**ARTICLE XIX
SEVERABILITY**

The invalidity or unenforceability of any provision of this agreement shall not in any way affect any other provision or provisions hereof. This agreement shall remain in effect and be construed in all respects as if such invalid or unenforceable provision were omitted.

**ARTICLE XX
HEADINGS**

Headings are provided for convenience only. They are not a part of this agreement and shall not affect the construction or interpretation thereof.

**ARTICLE XXI
PREVIOUS AGREEMENTS**

With respect to the subject matter hereof, this agreement supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives, and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized representatives.

CONSUMERS ENERGY COMPANY

By _____
James R. Anderson, Executive Manager,
Distribution Engineering & Regulatory
Services

By _____

RESOLUTION

RESOLVED, that it is hereby deemed advisable to enter into a Pole License Agreement with Consumers Energy Company of Jackson, Michigan for the attaching of certain facilities to the poles of Consumers Energy Company in _____ in accordance with the terms and conditions of the contract heretofore submitted to and considered by this _____ Board of Education and

RESOLVED FURTHER, that _____ is hereby authorized and directed to execute such contract on behalf of the _____ Board of Education.

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

I, _____, Secretary of the _____ Board of Education, do hereby certify that the foregoing Resolution was duly adopted by the _____ Board of Education at the meeting held therein on the _____, day of _____, ____.

Secretary

Dated _____, 2008

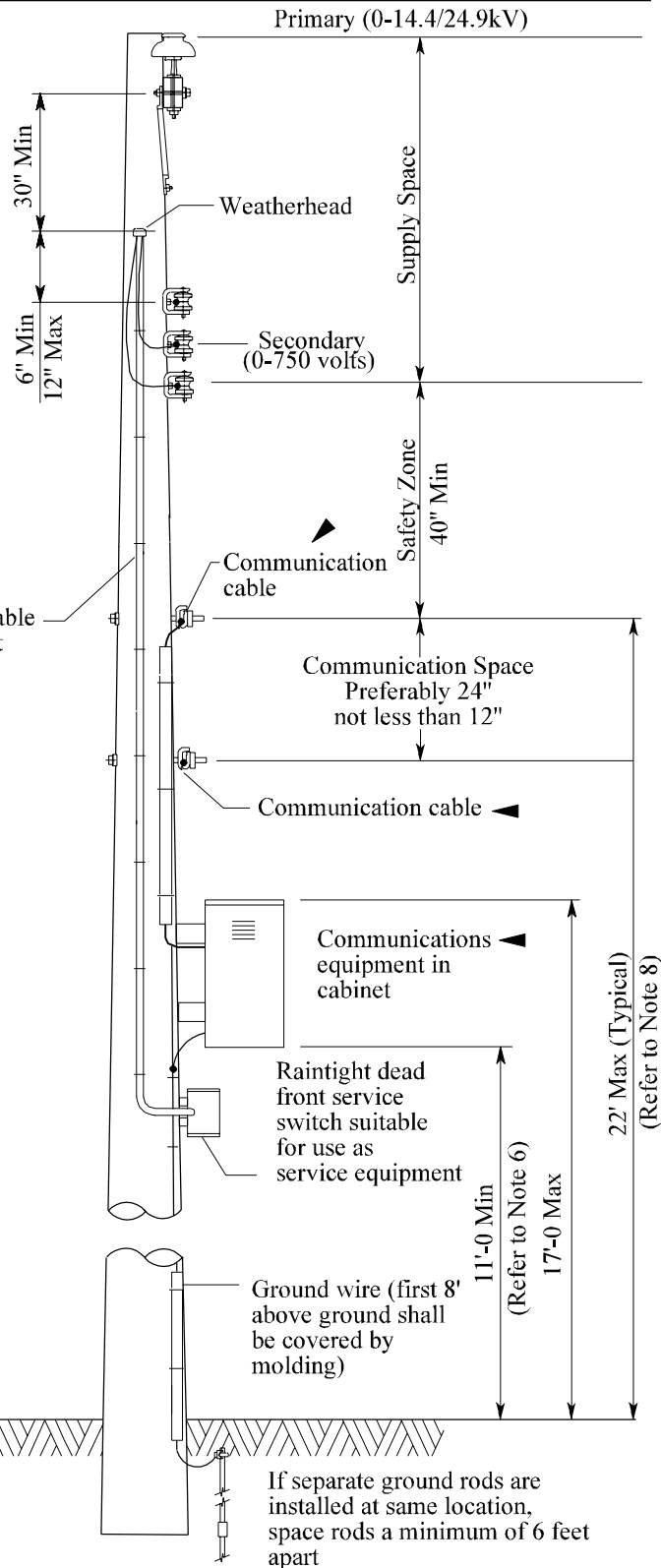
Communication Cable & Equipment Spacings

Exhibit A, P.1

Notes:

1. Only Consumers Energy or other authorized and qualified line workers shall install and maintain equipment and material in the Supply Space, in accordance with the NESC, Section 42.
2. Separation between vertical runs and any metal parts of telephone or television equipment to be at least 2" in any direction.
3. All equipment cabinets, fused cutout cabinets, television strand and telephone strand shall be commonly bonded with No.6 solid soft drawn copper wire and effectively grounded.
4. Communication cable shall be grounded not less than four times per mile. See NESC Section 96.C. (Minimum of one ground every 1/4 mile.)
5. Install wiring and equipment in accordance with local and National Electrical Codes. Obtain all required permits and inspections.
6. Effectively grounded equipment cases containing an electric meter can be mounted over a walkway at a lower level provided such equipment does not unduly obstruct the walkway. The preferred meter height is 5'-0".
7. Communication amplifiers and power supplies are not allowed on a pole at livestock farms. The communication equipment ground acts as a jumper interconnecting the primary and secondary neutrals that we separate at livestock farms.
8. Actual contact height is subject to terrain and NESC ground clearance requirements.

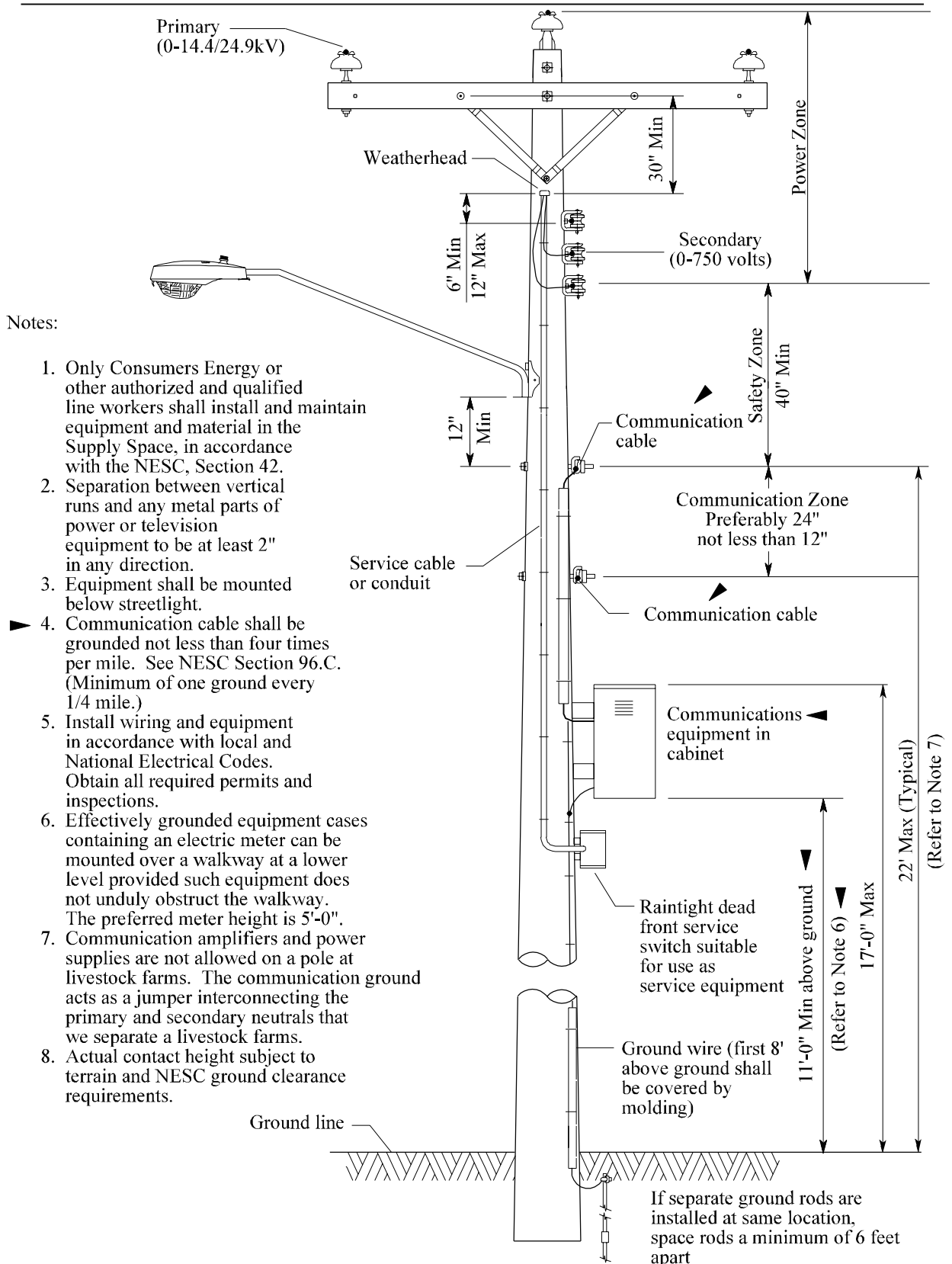
Ground line



If separate ground rods are installed at same location, space rods a minimum of 6 feet apart

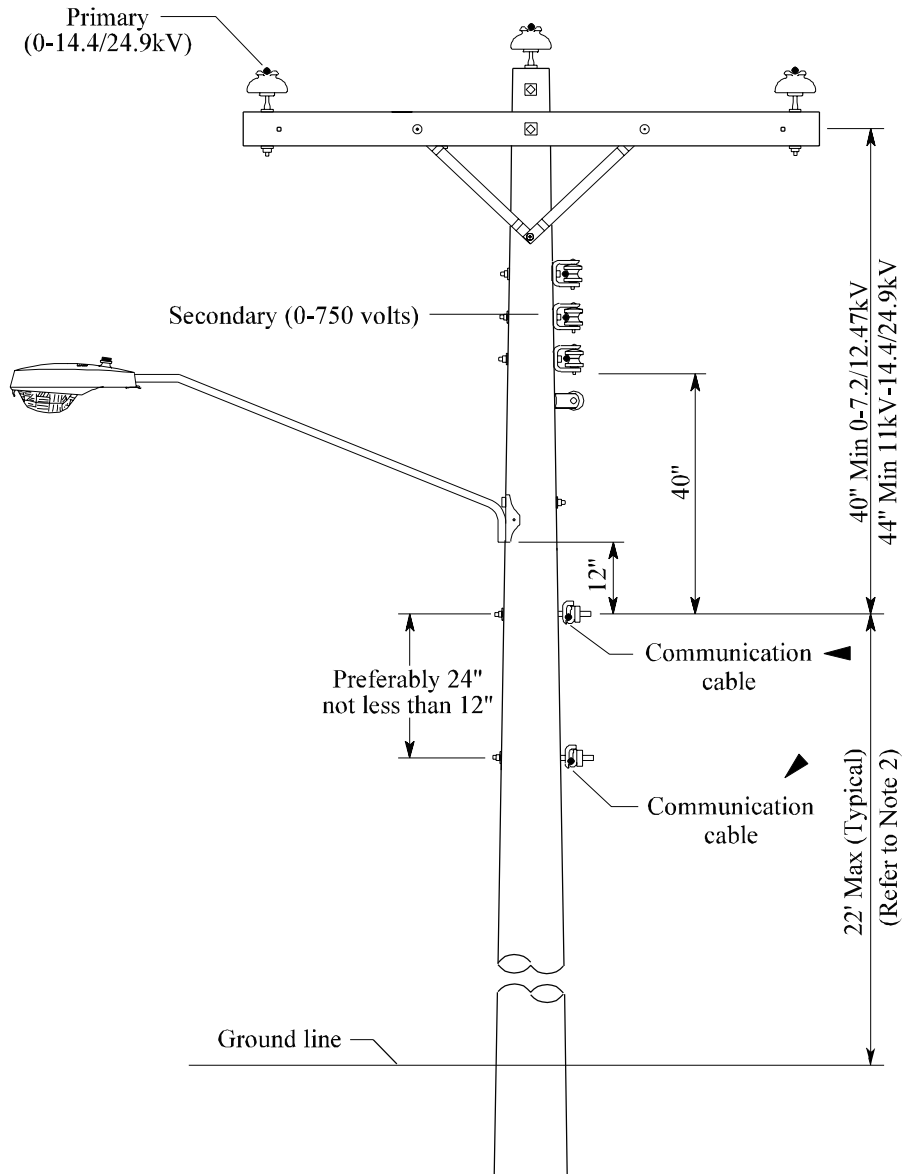
Communication Cable Equipment & Spacing on Streetlight Pole

Exhibit A, P.2



Communication Cable Spacing on Streetlight Pole

Exhibit A, P.3



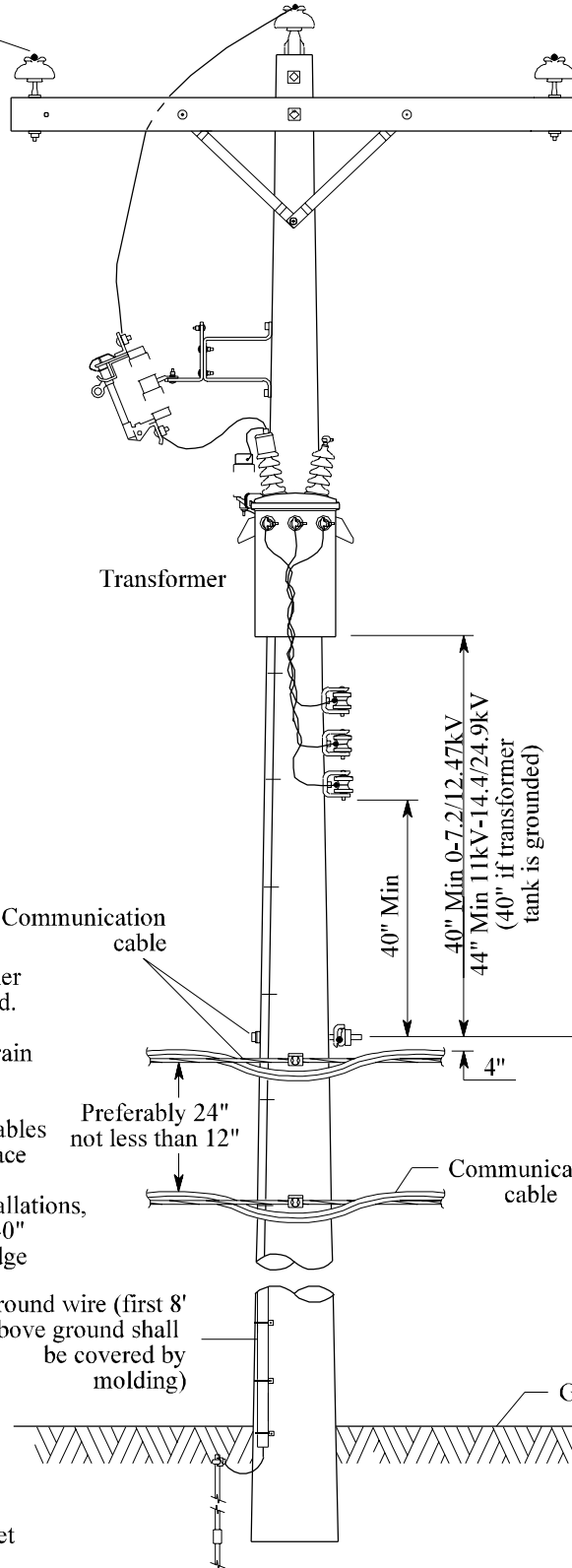
Notes:

1. Communication cable can be mounted either above or below the streetlight if proper clearance is maintained.
2. Actual contact height subject to terrain and NESC ground clearance requirements.

Communication Cable Spacing on Transformer or Isolator Pole

Exhibit A, P.4

Primary
(0-14.4/24.9kV)



Notes:

1. Install no equipment on a transformer pole with separate secondary ground. See Page 40-210 Note 5.
2. Actual contact height subject to terrain and NESC ground clearance requirements.
3. See 63-20 for Consumers Energy cables passing through communication space on jointly used structures.
4. For isolator and other platform installations, communication should maintain a 40" minimum distance below bottom edge of platform.

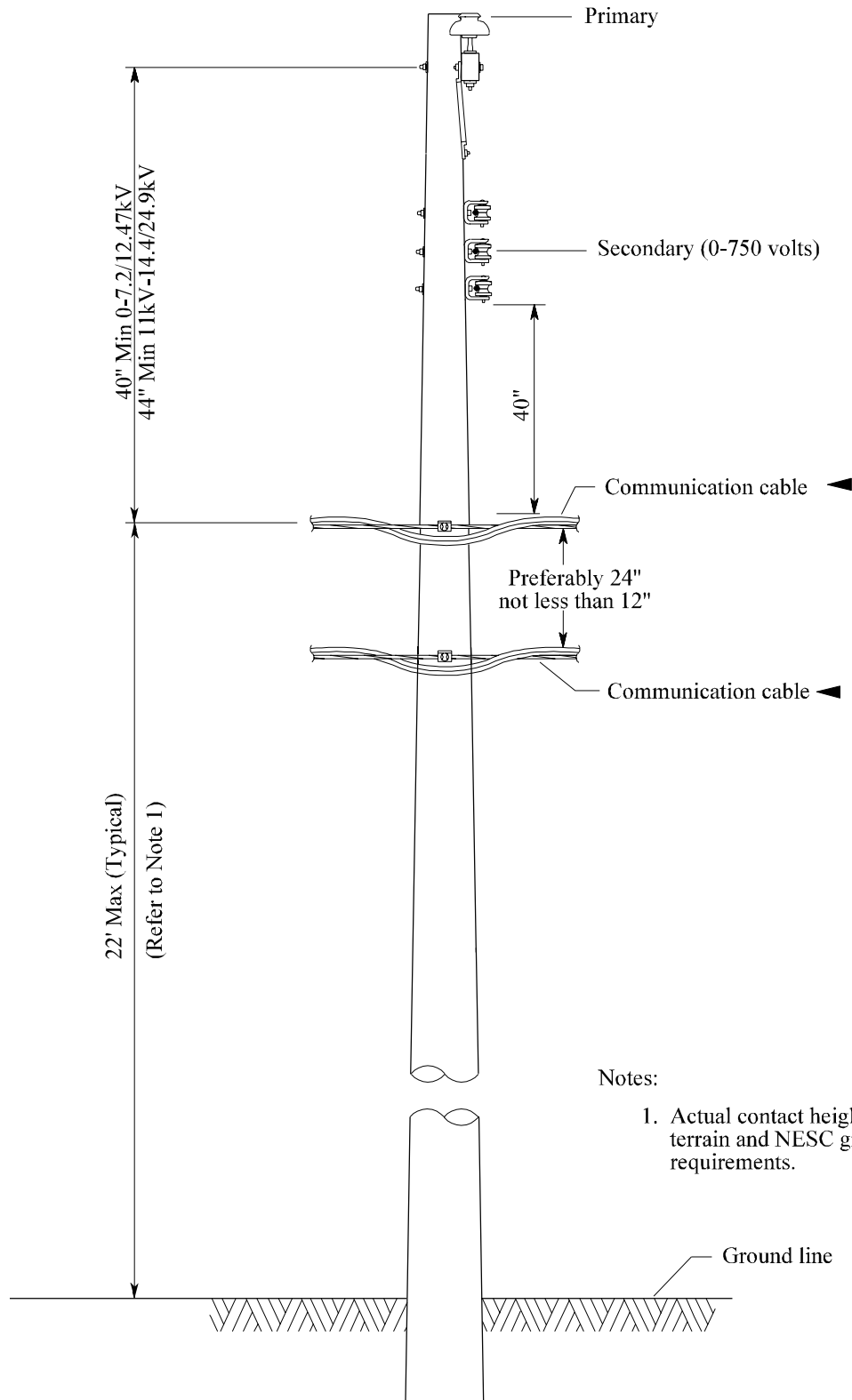
Preferably 24"
not less than 12"

Ground wire (first 8'
above ground shall
be covered by
molding)

Ground line

If separate ground rods are installed at same location, space rods a minimum of 6 feet apart.

22' Max (Typical)
(Refer to Note 2)

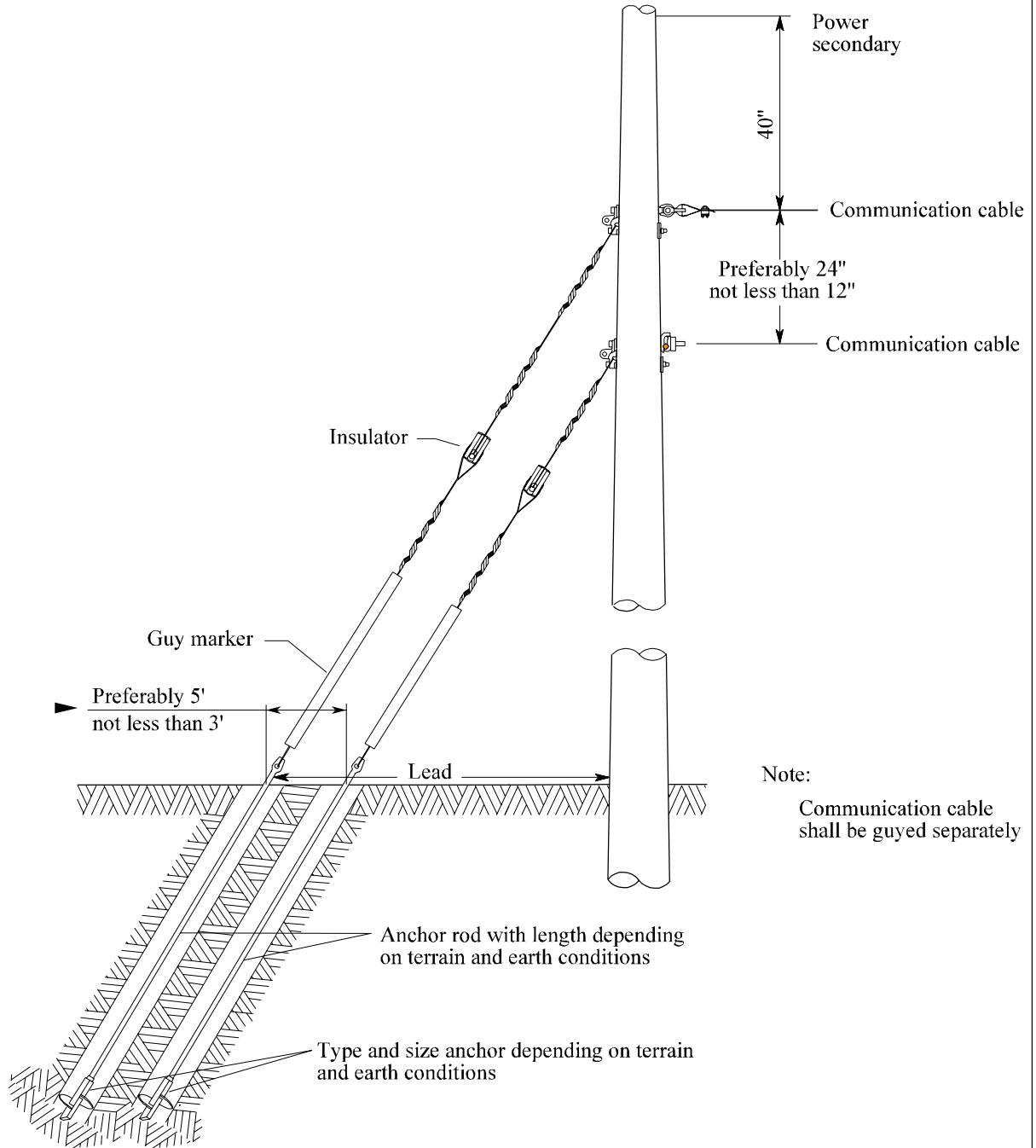


Notes:

1. Actual contact height subject to terrain and NESC ground clearance requirements.

Communication Cable Anchor & Guy Installation

Exhibit A, P.6

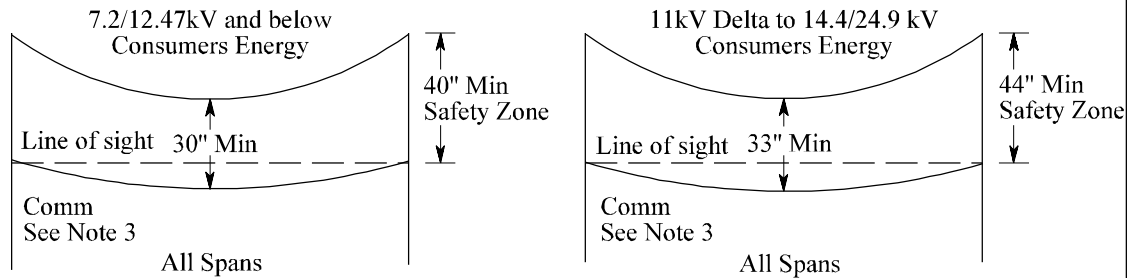


Overhead Clearances Required with Communication Cable

Exhibit A, P.7

Primary

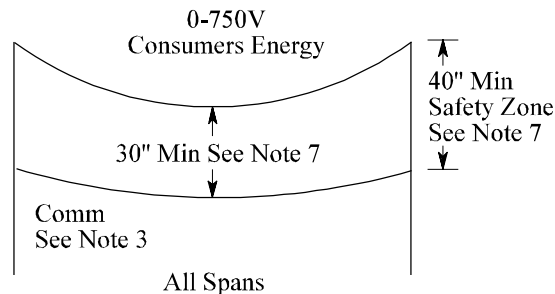
- Supply conductor at greater of ice loaded or highest operating temperature final sag (Electric Distribution Engineering Manual pages 7-65-1 thru 7-65-6) and communication cable at 32°F final sag. Communication cable often has little sag. Use communication attachment line of sight for mid-span clearance determination when communication company sag information is not available.



NOTE: In primary and 46kV spans greater than 150 ft, the supply conductor, at 60° final sag, must be at or above the line of sight.

Secondary and Neutral

- Consumers Energy conductor at greater of ice loaded or highest operating temperature final sag (EDEM pages 7-65-1 thru 7-65-6) and communication cable at 32°F final sag. Use communication attachment line of sight for mid-span clearance determination when communication company sag information is not available.



Notes:

1. Use most restrictive of the clearance requirements.
2. The spacing at a pole between messengers supporting communication cables must be not less than 12 inches. The clearances between the conductors, cables and equipment of one communication utility to those of another, anywhere in the span, must be not less than four inches.
- ▶ 3. Clearances required above ground are the same for insulated communication cables as for guys. Refer to EDEM page 7-15-1.
4. Refer to the applicable joint-use agreement for clearance requirements between Consumers Energy and foreign supply circuits.
- ▶ 5. Underbuilding transmission lines with communication cable is only permitted on 46kV lines. When there is a distribution circuit below the 46kV line, the above clearances should be used. Notification to Transmission Lines Design and Standards is required using Form 391. Refer to EDEM page 6-85-1. When there is no distribution circuit, contact the Transmission Lines Design and Standards to determine whether there is sufficient pole height to go joint with communications and still provide space for future distribution needs.
6. Reduced clearances may apply for communication cables installed and maintained by Consumers Energy or it's contractors. Contact the EDEM Group to discuss such installations.
- ▶ 7. The system neutral (but not duplex, triplex or quadruplex) may have a reduced clearance to communication of 30 inches at the structure and 12 inches in the span where the neutral and cable messengers are bonded together.

REQUIREMENTS

Exhibit A, P. 8

The following is intended to respond to the items raised by some cable licensees and is not, nor intended to be, a complete specification of requirements.

1. The vertical clearance at road crossings shall not be less than 15.5 feet under any operating condition. Licensee must determine additional sag due to increased loading. Clearance of 17 feet may be appropriate where additional sag is limited to 1.5 feet. This clearance requirement is based on a metal-sheathed cable supported on a messenger, which has at least 4 grounds in each mile or is based on an insulated cable. Otherwise, the least allowable clearance is 16.0 feet rather than 15.5 feet (Refer to 1997 NESC Table 232-1). Effectively grounded equipment cases require 15.0 feet of clearance above ground (Refer to 1997 NESC Table 232-2).
2. At highway crossings, the vertical clearance must not be less than 18 feet as required by the Michigan Department of Transportation.
3. The vertical clearance between power supply and communications conductors at any point in the span must not be less than 30 inches with supply conductors at greatest sag and communications conductors at 32° F final unloaded sag. Refer to 1997 NESC Rule 235C2b.(1)(a) and 1997 NESC Table 235-5. The 30 inch requirement applies to supply lines operating at 7200/12470 volts grounded wye and below. For Consumers Energy distribution lines above this voltage, this requirement is 33 inches.

The vertical clearance between power supply conductors and the top of skip span poles at any point in the span must not be less than 54 inches with supply conductors at greatest sag.

The Licensee must contact the owner to determine the greatest sag due to increased loading of the power supply conductors. Supply conductors can have as much as 6 more feet of sag when ice loaded or at the highest operating temperature than they have at 60°F (Refer to EDEM Pages 7-15-10, 7-15-11 and 7-25-1).

4. The vertical clearance over driveways and fields must not be less than 15.5 feet under any operating conditions. Refer to 1. (above) for discussion.
 5. The attaching party must install guying to offset the additional load introduced by new attachments. Even if other guying exists, additional guying is still required for the new load at the attachment point before attachment is made. Also, the attaching party must install their own anchors. Attaching guys to existing anchors is not permitted. Guying is normally required at corners, angles, dead ends, large differences in span lengths, and changes in grade of construction. Refer to 1997 NESC Rule 264A.
 6. A 7 foot or 8 foot guy marker is required on down guys. Refer to 1997 NESC Rule 264E.
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Exhibit A, P. 9

7. The communications facilities must be bonded at all locations where a power supply system grounding electrode conductor is available (refer to 1997 NESC Rule 99), but not less than 4 connections in each mile (refer to 1997 NESC Rule 92C1). On transformer poles with a SPLIT NEUTRAL sign, there are two vertical grounding electrode conductors. Communications should only bond to the primary grounding conductor that connects to the distribution system neutral.
 8. For supply lines operating at 7200/12470 volts grounded wye and below, the vertical clearance to communications conductors at the support (pole) must not be less than 40 inches. Refer to 1997 NESC Table 235-5. Where Consumers Energy distribution lines operate above this voltage, this requirement is 44 inches. Refer to 3. (above) for discussion on clearances required between conductors at any point within the span.
 9. Strain insulators must be installed in all down guys and pole to pole span guys.
 10. Bolts must not extend more than 1-1/2 inches beyond nuts.
 11. Based on a Consumers Energy multiplex service cable and 40 inches of clearance at the pole, the vertical clearance to the communications service drop must not be less than 12 inches. This clearance requirement applies at any point in the span including the attachment point at the building. Open-wire supply services are not considered insulated and therefore require 40 inches of vertical clearance. Refer to 1997 NESC Rule 235C1 Exc,3.
 12. The system neutral (but not secondary triplex or quadruplex) may have a reduced clearance to communication of 30 inches at the structure and 12 inches in the span when the neutral and cable messengers are bonded together.
 13. Communication services are not permitted to be attached to service masts. Refer to 2002 NEC Rule 230-28.
 14. Standoff brackets are not allowed as an alternative to pole replacement. Each communication cable must be attached vertically and adhere to the normal spacing of one foot between cables.
 15. To provide for climbing space safety and pole replacements, the placement of cables on both sides of a pole or “boxing” of poles is prohibited. All pole attachments shall be made to provide for unobstructed vertical climbing space.
 16. Communications cabinets should not be installed on poles with existing cabinets or underground riser cables. Mounting the cabinet on a riser pole may be a safety hazard because there is nothing to protect the installer from drilling into our underground cable.
 17. Attachments are to be made 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.
 18. Communication cables are only allowed to dead end on dead end riser poles if their equipment does not interfere with operation or maintenance of existing equipment on the pole.
 19. Vertical supply cables passing through communication space on jointly used riser structures must be guarded with molding from 40 inches above the highest communication attachment to 6 feet below the lowest communication attachment. Refer to 1997 NESC 239G1.
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20. Contact Consumers Energy regarding installation of midspan poles within its pole line and required clearance specifications. |
 21. Attachments on Consumers Energy poles shall be identified with the owners name either by marking the cable itself or attaching an appropriate means of identification to the cable at every pole. All such identifications shall be visible by the naked eye from the ground. |
 22. Consumers Energy must approve all system expansions, upgrades, rebuilds, overlashing or alterations. The original attachment permit is issued for a specific cable. Any alterations, such as overlashing additional cable, require an engineering evaluation to determine the impact of increased wind loading on the iced conductors that requires increased pole strength and the impact of additional sag on clearances. |
 23. Reserve cable shall be stored in horizontal configurations (i.e. snow shoe storage loop). Storing reserve cable in vertical coil configurations is not acceptable. |
 24. Aerial cable, conduit, hardware and associated equipment must be solid black, silver or grey in color. |
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POLE ATTACHMENT APPLICATION AND PERMIT

Permit #	SWM #	Order #	Date
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BUSINESS INFORMATION

Applicant Company Name (Legal name as registered with the State of Michigan)			
Billing Address	City	State	Zip Code
Telephone Number ()	Fax Number ()	E-mail Address	
Authorized Contract Signor	Title	Contact Name	

CONTRACTOR INFORMATION

Applicant Company Name (Legal name as registered with the State of Michigan)			
Billing Address	City	State	Zip Code
Telephone Number ()	Fax Number ()	Contact Name	

INTENDED USE

Type of Construction: New, Rebuild, Overlash, Other (must describe).	Approximate Number of Pole Contacts	Approximate Mileage Covered
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Specification of cable to be installed:

Check all that apply:	Type of Cable	Manufacturer	Product Description and Manufacturer Part Number
<input type="checkbox"/>	Strand		
<input type="checkbox"/>	Coax		
<input type="checkbox"/>	Fiber		
<input type="checkbox"/>	Other		

In accordance with the terms of our Agreement dated _____ application is hereby made for permission to make attachments to _____ poles located in _____ City/Twp, TRS # _____, Michigan and more particularly located as indicated/or in attached sketch.

Your rate will be as follows: Permit Fee (per attachment) \$ _____ Engineering Evaluation Fee (per attachment) \$ _____
 Annual Pole Rental Fee (per attachment) \$ _____

FOR CONSUMERS ENERGY USE ONLY

Field Ride-out Inspection Completed By	Date	Cable Coordinator Authorization	Date
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Results of Inspection

Permit granted subject to your payment of the following itemized costs:		<u>Area/Function</u>
Application/Permit Fee	\$ _____	2303-0145.9
Pole Inspection Fee	\$ _____	2072-9987.6
*Pro-Rated Rental _____ Poles for _____ Months @ \$ _____ Poles/Month	\$ _____	253-307.3
Total	\$ _____	

COPY OF AUTHORIZED PERMIT REQUIRED ON JOB SITE

All cable shall be marked with an appropriate means of identification at every pole. All such identifications shall be readable by the naked eye from the ground. BY SUBMITTING THIS APPLICATION, YOU ARE AGREEING TO PROMPTLY REIMBURSE ANY PARTY THAT IS ALREADY ATTACHED TO ONE OR MORE OF CONSUMERS' POLES FOR ALL OF THE REASONABLE COSTS THAT SUCH PARTY MAY INCUR IN CONNECTION WITH RELOCATING, MODIFYING OR TRANSFERRING ALL OR PART OF ITS FACILITIES IN ORDER TO ACCOMMODATE YOUR ATTACHMENT(S).

TERMINATION OF ATTACHMENTS BY LICENSEE

Consumers Energy
Attn: Don Lemons
1945 Parnall Road
Jackson, MI 49201
Voice: 517-788-1604
Fax: 517-788-1019

In accordance with the terms of our agreement dated _____, please cancel from our records _____ pole attachments located in _____, Michigan and more particular located as indicated on the attached route map, which poles are covered by Permits No. _____ dated _____. Our attachments were removed from said poles on _____.

_____ (License)

By _____

Date _____

CONSUMERS ENERGY COMPANY (OWNER)

By _____

Date _____

Number of poles canceled ____

2008 PLA Fees

Make Ready Engineering Assessment Fee: \$55.00 Per Attachment

(Must be paid in advance)

(Function to 2072-9987.6, Co 41,43 or 45)

Make Ready Construction Fee:

(Must be paid in advance)

(Local Maintenance XXXX-4750. Co 41,43 or 45)

Actual Cost

Permit Application Fee:

(Must be paid in advance)

(2303-0145.9, Co 41,43 or 45)

\$1.00 Per Attachment – (\$25.00 Minimum)

2008 Annual Attachment Fee:

Prorated when permit is issued, billed annually thereafter.

(Acct. 253-307.3 to 2303-0145.9 Co 41, 43 or 45)

\$3.74 Per Attachment

Maps:

(2071-1060.1, Co 41,43 or 45)

\$20.00 per map copy