

**SMALL CELL WIRELESS PERMIT**

**THE CITY/VILLAGE/TOWNSHIP OF \_\_\_\_\_**

**and**

\_\_\_\_\_

**THIS PERMIT DATED AS OF THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, BY THE CITY/VILLAGE/TOWNSHIP OF \_\_\_\_\_, A MUNICIPAL CORPORATION (“CITY/VILLAGE/TOWNSHIP”), TO \_\_\_\_\_, A \_\_\_\_\_ (“PERMITTEE”).**

**WHEREAS**, the City/Village/Township of \_\_\_\_\_ has made significant investments of time and resources in the acquisition and maintenance of the Public Rights of Way and such investment has enhanced the utility and value of the Public Rights of Way; and

**WHEREAS**, the Public Rights of Way within the City/Village/Township are used by and useful to private enterprises including Permittee and others engaged in providing wireless services to citizens, institutions, and businesses located in the City/Village/Township; and

**WHEREAS**, the right to access and/or occupy portions of such Public Rights of Way for the business of providing wireless services, is a valuable economic privilege; and

**WHEREAS**, beneficial competition between providers of wireless services can be furthered by the City/Village/Township’s provision of grants of location and rights to use the Public Rights of Way on non-discriminatory and competitively neutral terms and conditions; and

**WHEREAS**, Permittee is a private commercial enterprise engaged in installing small cell wireless facilities within the City/Village/Township; and

**WHEREAS**, Permittee desires to physically install and occupy portions of the Public Rights of Way to install and operate small cell wireless facilities and associated utility poles and wireless support structures; and

**WHEREAS**, Permittee’s private commercial enterprise will be aided if allowed to exercise a valuable benefit by using the Public Rights of Way in a manner not enjoyed by the general public; and

**WHEREAS**, the City/Village/Township grants this permit pursuant to its authority to manage its public spaces including, without limitation, authority under the Michigan Constitution of 1963, City/Village/Township Ordinance No. \_\_\_\_, as amended, and Act No. 365 of the Public Acts of 2018, as amended.

**NOW THEREFORE BE IT RESOLVED**, in consideration of the terms and conditions contained in this Permit, the City/Village/Township and Permittee agree:

## **1.0 DEFINITIONS**

Except as otherwise defined herein, the following terms shall have the meanings given below:

1.1 “Act” means Public Act 365 of 2018, as amended, the Small Wireless Communications Facilities Deployment Act

1.2 “Co-locate” means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole. "Co-location" has a corresponding meaning. Co-locate does not include make-ready work or the installation of a new utility pole or new wireless support structure.

1.3 “Day” means any calendar day, unless a business day is specified. For the purposes hereof, if the time in which an act is to be performed falls on a day other than a business day, the time for performance shall be extended to the following business day. For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first day and including the last.

1.4 “FCC” means the Federal Communications Commission.

1.5 “Grant” when used with reference to grant or authorization of the City/Village/Township, means the prior written authorization of the City/Village/Township of \_\_\_\_\_ (and/or its various boards and commissions) unless another person or method for authorization is specified herein or under applicable law. Grant does not mean “approval” as contemplated in various FCC determinations related to subsequent co-location requests which are expressly not granted by this Permit.

1.6 “Law” or “Laws” means any federal, state or local statute, ordinance, resolution, regulation, rule, tariff, administrative order, certificate, order, or other lawful requirement in effect either at the time of execution of this Permit or at any time during the period the small cell wireless facilities or associated support structures are located in the Public Rights-of-Way.

1.7 “Person” means an individual, a corporation, a partnership, a sole proprietorship, a joint venture, a business trust, or any other form of business association or government agency.

1.8 “Public rights-of-way” or “ROW” means the area on, below, or above a public roadway, highway, street, alley, bridge, sidewalk, or utility easement dedicated for compatible uses. Public right-of-way does not include any of the following:

(i) A private right-of-way.

(ii) A limited access highway.

(iii) Land owned or controlled by a railroad as defined in section 109 of the railroad code of 1993, 1993 PA 354, MCL 462.109.

(iv) Railroad infrastructure.

1.9 “Small cell wireless facility” means a wireless facility that meets both of the following requirements:

(i) Each antenna is located inside an enclosure of not more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements would fit within an imaginary enclosure of not more than 6 cubic feet.

(ii) All other wireless equipment associated with the facility is cumulatively not more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

1.10 “Utility pole” means a pole or similar structure that is or may be used in whole or in part for cable or wireline communications service, electric distribution, lighting, traffic control, signage, or a similar function, or a pole or similar structure that meets the height requirements in section 13(5) and is designed to support small cell wireless facilities. Utility pole does not include a sign pole less than 15 feet in height above ground.

1.11 “Wireless facility” means equipment at a fixed location that enables the provision of wireless services between user equipment and a communications network, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes a small cell wireless facility. Wireless facility does not include any of the following:

(i) The structure or improvements on, under, or within which the equipment is co-located.

(ii) A wireline backhaul facility.

(iii) Coaxial or fiber-optic cable between utility poles or wireless support structures or that otherwise is not immediately adjacent to or directly associated with a particular antenna.

1.12 “Wireless services” means any services, provided using permitted or unpermitted spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.

1.13 “Wireless services provider” means a person that provides wireless services.

1.14 “Wireless support structure” means a freestanding structure designed to support or capable of supporting small cell wireless facilities. Wireless support structure does not include a utility pole.

All other terms and phrases used herein shall be defined consistent with the Act.

## **2.0 DURATION OF PERMIT**

This Permit shall commence on the date of execution by the City/Village/Township (“Commencement Date”) and continue thereafter in accordance with the Act. The Permittee hereby attests that the small cell wireless facilities authorized herein and associated support structures (if any) will be operational for use by the Permittee within one (1) year after the Commencement Date, unless the City/Village/Township and the Permittee agree to extend this period or delay is caused by lack of commercial power or communications transport facilities to the site.

### **3.0 DESCRIPTION OF WORK**

**3.1 Installation of Small Cell Wireless Facilities.** During the duration of this Permit, Permittee is authorized, on a non-exclusive basis, to co-locate small cell wireless facilities, utility poles and wireless support structures, and operate such small cell wireless facilities, in the ROW as particularly identified in and limited by Exhibit A. This Permit does not give any rights to use any poles or wireless support structures not owned by the City/Village/Township.

**3.1.1 Map and List of Small Cell Wireless Network.** This Permit shall apply to and allow only the co-location of small cell wireless facilities which are precisely identified on the map submitted by the Permittee as part of its application process and which is attached as Exhibit A. Where applicable, the required map(s) shall include and identify any requested pole height(s), all attachments and detailed drawings of any attachment. Once precise locations have been approved, the Permittee shall provide latitude and longitude coordinates for the locations of the small cell wireless facilities and any associated support structures to the City/Village/Township's engineering department as well as detailed as-built drawings within 90 days of the completion of installation.

**3.1.2 Duty to Keep Current.** Permittee shall maintain in a form acceptable to the City/Village/Township, a current map and list of the location of all small cell wireless facilities and associated support structures used by Permittee in the City/Village/Township's ROW.

**3.1.3 Changes to Small Cell Wireless Facilities or Their Location on Support Structures Located on Public ROW.** If Permittee proposes to install different and not comparable equipment, or if the location of the small cell wireless facilities or associated support structures deviate in any material way from the specifications attached as Exhibit A, then Permittee shall first obtain a grant for the use and installation of the equipment or for any such deviation in the location from the City/Village/Township. Permittee shall thereafter update and file with the City/Village/Township the map constituting Exhibit A.

**3.2 Permitted Activities.** This Permit authorizes the Permittee to do both of the following:

(A) Undertake the installation or co-location of the small cell wireless facilities.

(B) Subject to relocation requirements that apply to similarly situated users of the ROW and the Permittee's right to terminate at any time, maintain the small cell wireless facilities and any associated utility poles or wireless support structures covered by the Permit for so long as the site is in use and in compliance with the initial permit under the Act.

3.3 Restoration of Work Site Areas. As a condition of this Permit, the Permittee shall repair all damage to the ROW directly caused by the activities of the wireless provider while occupying, constructing, installing, mounting, maintaining, modifying, operating, or replacing small cell wireless facilities, utility poles, or wireless support structures in the ROW and shall return the ROW to its functional equivalent before the damage. If the wireless provider fails to make the repairs required by the City/Village/Township within 60 days after written notice, the City/Village/Township may make those repairs and charge the wireless provider the reasonable, documented cost of the repairs

3.4 Removal of Small Cell Wireless Facilities and Associated Support Structures. Before discontinuing its use of a small cell wireless facility, utility pole, or wireless support structure, the Permittee shall notify the City/Village/Township in writing. The notice shall specify when and how the Permittee intends to remove the small cell wireless facility, utility pole, or wireless support structure. The City/Village/Township may impose reasonable and nondiscriminatory requirements and specifications for the Permittee to return the property to its pre-installation condition. If the Permittee does not complete the removal within 45 days after the discontinuance of use, the City/Village/Township may complete the removal and assess the costs of removal against the wireless provider and the Permittee accepts and agrees to such process. This Permit expires upon removal of the small cell wireless facility.

3.5 Risk of Loss or Damage. Permittee acknowledges and agrees that Permittee bears all risk of loss or damage of its equipment and materials, including, without limitation, the small cell wireless facilities and any associated support structures, installed in the ROW pursuant to this Permit from any cause, and the City/Village/Township shall not be liable for any cost of repair to damaged small cell wireless facilities or associated support structures, including, without limitation, damage caused by the City/Village/Township's removal of the same as set forth and authorized in this Permit, except to the extent that such loss or damage was caused by the willful misconduct of the City/Village/Township, including without limitation, each of its commissions, boards, departments, officers, agents, employees or contractors.

3.6 Permitted Dimensions. Absent separate land use or other approvals from the City/Village/Township, the Permittee may only, as a permitted use not subject to zoning review or approvals, co-locate small cell wireless facilities and construct, maintain, modify, operate, or replace utility poles in, along, across, upon, and under the ROW consistent with the following:

(A) A utility pole in the ROW installed or modified on or after the effective date of the Act shall not exceed 40 feet above ground level, unless a taller height is agreed to by the \_\_\_\_\_ consistent with all applicable laws.

(B) A small cell wireless facility in the ROW installed or modified after the effective date of the Act shall not extend more than 5 feet above a utility pole or wireless support structure on which the small cell wireless facility is co-located.

Such structures and facilities shall be constructed and maintained so as not to obstruct or hinder the usual travel or public safety on the ROW or obstruct the legal use of the City/Village/Township's ROW or uses of the ROW by other utilities and communications service providers.

3.7 The following design and concealment measures shall apply to the co-location of any small cell wireless facility or utility pole in an historic, residential, or downtown district:

(A) Equipment on a supporting structure may not exceed an aggregate width of four feet (centered on pole) and shall be secured a minimum of ten feet from the ground surface or 18 feet where equipment may overhang the back of curb line. Ground level equipment or shelters are not permitted.

(B) Small cell wireless facilities shall be located no closer than 18 inches from an existing sidewalk/face of curb or 18 inches from a proposed future sidewalk/face of curb location.

(C) Small cell wireless facilities shall be located no closer than ten feet from any driveway.

(D) Small cell wireless facilities shall be located in line with a side lot line and not in front of a principal building.

(E) Unless otherwise required by the Federal Communications Commission (FCC), the Federal Aviation Administration (FAA), or applicable codes poles shall either maintain a galvanized silver, gray or concrete finish or, subject to any applicable standards of the FAA, FCC or such codes, be painted a neutral color to reduce visual obtrusiveness.

(F) At all pole sites related equipment shall use materials, colors, textures, screening, and landscaping that will blend the facilities to the natural setting and environment to the extent reasonably practical.

(G) All poles shall be of monopole design and construction unless the City/Village/Township approves an alternate design. Disguising or stealthing poles is encouraged.

Any such requirements shall not have the effect of prohibiting the Permittee's technology.

#### **4.0 PERMIT, LIMITATIONS AND RESTRICTIONS**

4.1 Limited Authorization. This Permit does not authorize the placement of small cell wireless facilities or any other equipment on sites, locations, structures or facilities other than those specifically identified herein. Placement of the small cell wireless facilities and associated support structures shall comply with the terms of the City/Village/Township's conditions of access in effect as of the date of execution hereof and as are applied equally to all persons using the ROW under grant by the City/Village/Township. The Permit does not relieve Permittee of its burden of seeking any necessary permission from other agencies which may have jurisdiction regarding Permittee's proposed use. Nothing herein shall prohibit the City/Village/Township from requiring a separate ROW access permit for work that will unreasonably affect traffic patterns or obstruct vehicular or pedestrian traffic in the ROW.

4.2 Reservation of Powers. The City/Village/Township reserves any and all powers it may have, now or in the future under applicable local, state, or federal law, to regulate the small

cell wireless facilities or associated support structures, their use, or the use of the ROW or of other City/Village/Township property. Nothing in this Permit shall be construed as a waiver of any codes, ordinances or regulations of the City/Village/Township or of the City/Village/Township's right to require Permittee to secure the appropriate permits or authorizations for exercising the rights set forth in this Permit.

4.3 All Permitted Activities Fees at Permittee's Sole Expense. Notwithstanding any other provision of this Permit, the construction, operation, maintenance, removal and replacement of small cell wireless facilities and associated support structures, and all other activities permitted hereunder and all fees or obligations of Permittee under this Permit, shall be Permittee's sole responsibility at Permittee's sole cost and expense.

4.4 Other Approvals. Permittee shall obtain, at its sole expense, all applicable permits or approvals as are required by City/Village/Township or any other governmental agency to perform the work and ongoing use, as described in this Permit, of facilities located in the ROW, including but not limited to a Metro Act Permit pursuant to 2002 PA 48; MCL 484.3101et seq.

4.5 No Real Property Interest Created. Neither Permittee's use of the ROW, nor anything contained in this Permit, shall be deemed to grant, convey, create, or vest in Permittee a real property interest in any portion of the ROW or any other City/Village/Township property, including but not limited to, any fee or leasehold interest in any land or easement. Permittee, on behalf of itself and any permitted successor, lessee, or assign, recognizes and understands that this Permit may create an interest subject to taxation and that Permittee, its successor, lessee or assign may be subject to the payment of such taxes.

4.6 All Rights Nonexclusive. Notwithstanding any other provision of this Permit, any and all rights expressly or impliedly granted to Permittee under this Permit shall be non-exclusive, and shall be subject and subordinate to the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the ROW now or at any time during the term of this Permit, including without limitation any Encumbrances granted, created or allowed by the City/Village/Township at any time.

4.7 Limited Application. This Permit does not grant or approve any co-location rights to any non-party's facilities or interests.

4.8 Compliance with Applicable Law. The Permittee shall be responsible to comply with all applicable legal requirements and to obtain any permits or approvals otherwise required by law relative to the installation or operation of small cell wireless facilities in the City/Village/Township's ROW (e.g., electrical permits). The City/Village/Township, in reviewing and authorizing a permit under the Act and/or a permit referred to herein, and the Permittee, in the establishment and operation of any small cell wireless facilities, shall comply with all applicable federal and state laws.

## **5.0 INDEMNIFICATION AND INSURANCE**

**5.1 Non-Liability of City/Village/Township Officials, Employees and Agents.** No elective or appointive board, commission, member, officer, employee or other agent of the City/Village/Township shall be personally liable to Permittee, its successors and assigns, in the event of any default or breach by the City/Village/Township or for any amount which may become due to Permittee, its successors and assigns, or for any obligation of City/Village/Township under this Permit.

**5.2 Obligation to Indemnify the City/Village/Township.** Permittee, with respect to a small cell wireless facility, a wireless support structure, or a utility pole, shall defend, indemnify, and hold harmless the City/Village/Township and its officers, agents, and employees against any claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses, and attorney fees resulting or arising from the installation, construction, repair, replacement, operation, or maintenance of any wireless facilities, wireless support structures, or utility poles to the extent caused by the Permittee, its contractors, subcontractors, and the officers, employees, or agents of any of these. Permittee has no obligation to defend, indemnify, or hold harmless the City/Village/Township, or the officers, agents, or employees of the City/Village/Township or governing body against any liabilities or losses due to or caused by the sole negligence of the City/Village/Township or its officers, agents, or employees.

**5.3 Scope of Indemnity.** Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City/Village/Township from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered in writing to Permittee by the City/Village/Township and continues at all times thereafter.

**5.4 Survival of Revocation.** The provisions of Sections 5.1 through 5.3, inclusive, shall survive any revocation or other discontinuance of this Permit.

## **6.0 INSURANCE**

**6.1 Amounts and Coverages.** Permittee shall obtain insurance, in an amount and of a type reasonably satisfactory to the City/Village/Township as set forth below, naming the City/Village/Township and its officers, agents, and employees as additional insureds against any claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses, and attorney fees. Permittee may meet all or a portion of the insurance coverage and limit requirements by self-insurance. To the extent it self-insures, Permittee is not required to name additional insureds under this subsection. To the extent Permittee elects to self-insure, it shall provide to the City/Village/Township evidence demonstrating, to the City/Village/Township's satisfaction, the Permittee's financial ability to meet the City/Village/Township's insurance coverage and limit requirements:

6.1.1 Workers' Compensation, with Employer's Liability limits consistent with statutory requirements for each accident.



6.1.2 Commercial General Liability Insurance with limits not less than five million dollars (\$5,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Owners and Contractors' Protective, Broadform Property Damage, Products Completed Operations.

6.1.3 Business Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including owned, non-owned and hired auto coverage, as applicable.

6.2 Advance Notice of Cancellation. All policies shall be endorsed to provide: thirty (30) days advance written notice to City/Village/Township of cancellation or intended non-renewal, mailed to the following address:

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6.3 Claims-Made Policies. Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of six (6) years beyond the Permit expiration, to the effect that, should any occurrences during the Permit term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.

6.4 Receipt of Certificates of Insurance. Certificates of insurance, in the form and with insurers reasonably satisfactory to the City/Village/Township, evidencing all coverages above shall be furnished to the City/Village/Township before commencing any operations under this Permit, with complete copies of policies promptly upon the City/Village/Township's written request.

6.5 Effect of Approval of Insurance. Approval of the insurance by the City/Village/Township shall not relieve or decrease the liability of Permittee hereunder.

## **7.0 PERMIT FEES**

7.1 Annual Fee. The annual permit fee for each utility pole or wireless support structure in the ROW in the City/Village/Township on which Permittee has approval to co-locate a small cell wireless facility shall be set as follows unless otherwise set by resolution of the City/Village/Township from time to time:

(A) \$20.00 annually, unless subsection 7.1 (B) applies.

(B) \$125.00 annually, if the utility pole or wireless support structure was erected by or on behalf of the Permittee on or after March 12, 2019. (This subdivision does not apply to the replacement of a utility pole that was not designed to support small cell wireless facilities.)

Provided that every 5 years after March 12, 2019, and without further action of the City/Village/Township, the maximum rates then authorized under this subsection 7.1 shall be increased by 10% and rounded to the nearest dollar.

7.2 Retention of Records. Permittee shall at all times keep and maintain full, true and correct business and financial records associated with this Permit and provide such records upon reasonable request as to support the payments made under Section 7.1 above.

7.3 Other Payments and Documentation. In addition to all other fees to be paid to the City/Village/Township hereunder, Permittee shall timely pay to the City/Village/Township all applicable deposit fees, permit fees, engineering fees and other fees or amounts, required to be paid by Permittee to the City/Village/Township in connection with obtaining additional permits or performing work under this Permit, and as required by law.

7.4 Security Deposit/Bond. As a condition of the issuance of this Permit, the Permittee shall obtain and maintain a bond, in the amount of \$1,000.00 per small cell wireless facility, in a form reasonably satisfactory to the City/Village/Township, for the small cell wireless facilities for the following purposes:

(A) To provide for the removal of abandoned or improperly maintained small cell wireless facilities, including those that an authority determines should be removed to protect public health, safety, or welfare.

(B) To repair the ROW as provided under the Act.

(C) To recoup rates or fees that have not been paid by a wireless provider in more than 12 months, if the wireless provider has received 60-day advance notice from the City/Village/Township of the noncompliance.

## **8.0 WORK STANDARDS**

8.1 Performance of Work. Permittee shall use and exercise due care, caution, skill and expertise in performing all work under this Permit and shall take all reasonable steps to safeguard and maintain in clean and workmanlike manner, all work site areas, including, without limitation, any light poles located in the ROW and other existing facilities and property. All work to be undertaken by Permittee in the ROW shall at all times be performed by workers in accordance with generally accepted industry practice.

8.2 No Underground Work without Written Authorization. Permittee hereby represents, warrants and covenants that it shall perform no excavation, trenching, coring, boring, or digging into the ground or installation of any equipment or other material into the ground, or any other underground work in connection with the work to be performed under this Permit, except to the extent expressly approved by the City/Village/Township. Permittee further represents, warrants and covenants that it shall not otherwise disturb or disrupt the operation or maintenance of any sanitary sewers, storm drains, gas or water mains, or other underground conduits, cables, mains, or facilities.

8.3 Repair or Replacement of Damaged Facilities or Property. Upon written request, Permittee agrees to repair or replace to City/Village/Township's reasonable satisfaction any City/Village/Township-owned facilities or City/Village/Township-owned property that has been damaged, destroyed, defaced or otherwise injured because of the work performed by Permittee under this Permit. Permittee shall perform such work at no expense to the City/Village/Township, except to the extent such damage, destruction, defacement, or injury was caused by the sole negligence or willful misconduct of City/Village/Township.

8.4 No Interference. Permittee shall not unreasonably interfere in any manner with the existence and operation of any and all public and private facilities existing now or in the future, including but not limited to sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable television, telecommunications facilities, utility, and municipal property without the express grant of the owner or owners of the affected property or properties, except as permitted by applicable laws or this Permit. Permittee shall be responsible for repair and restoration of any damage caused by such interference, to the extent caused by Permittee, to facilities belonging to the City/Village/Township. The City/Village/Township agrees to require the inclusion of the same prohibition on interference as that stated above in all similar type permits City/Village/Township may enter into after the date hereof.

## **9.0** REVOCATION

9.1 The City/Village/Township may revoke this Permit for a proposed co-location of a small cell wireless facility or installation, modification, or replacement of a utility pole if the Permittee's activities cause any of the following:

(A) Material interference with the safe operation of traffic control equipment.

(B) Material interference with sight lines or clear zones for transportation or pedestrians.

(C) Material interference with compliance with the Americans with Disabilities Act of 1990, Public Law 101-336, or similar federal, state, or local standards regarding pedestrian access or movement.

(D) Material interference with maintenance or full unobstructed use of public utility infrastructure under the jurisdiction of the \_\_\_\_\_.

(E) With respect to drainage infrastructure under the jurisdiction of the \_\_\_\_\_, either of the following:

(i) Material interference with maintenance or full unobstructed use of the drainage infrastructure as it was originally designed.

(ii) Not be located a reasonable distance from the drainage infrastructure to ensure maintenance under the drain code of 1956, 1956 PA 40, MCL 280.1 to 280.630, and access to the drainage infrastructure.

(F) Failure to comply with reasonable, nondiscriminatory, written spacing requirements of general applicability adopted by the City/Village/Township that apply to the location of ground-mounted equipment and new utility poles and that do not prevent a wireless provider from serving any location. [Add spacing requirement for all ground-mounted equipment and new utility poles of not less than \_\_\_\_\_ linear feet from ground-mounted equipment and \_\_\_\_\_ utility poles.; see, e.g.: [https://www.denvergov.org/content/dam/denvergov/Portals/705/documents/guidelines/PWES-016.0-Small\\_Cell\\_Infrastructure\\_Design\\_Guidelines.pdf](https://www.denvergov.org/content/dam/denvergov/Portals/705/documents/guidelines/PWES-016.0-Small_Cell_Infrastructure_Design_Guidelines.pdf)]

(G) Failure to comply with applicable codes.

(H) Failure to comply with any provision of this article.

(I) Failure to meet reasonable, objective, written stealth or concealment criteria for small cell wireless facilities applicable in a historic district or other designated area, as specified in an ordinance or otherwise and nondiscriminatorily applied to all other occupants of the ROW, including electric utilities, incumbent or competitive local exchange carriers, fiber providers, cable television operators, and the City/Village/Township.

9.2 Processing. The City/Village/Township may revoke this Permit upon 30 days' notice and an opportunity to cure, if the permitted small cell wireless facilities and/or any associated utility pole fail to meet the requirements of Section 9.1.

**10.0 NOTICES**

Except as otherwise expressly provided in this Permit, any notice given hereunder shall be effective only if in writing and given by delivering the notice in person, or by sending it first-class mail or certified mail with a return receipt requested, postage prepaid, or reliable commercial overnight courier, return receipt requested, with postage prepaid, to:

**CITY/VILLAGE/TOWNSHIP**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PERMITTEE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as either may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) days prior to the effective date of such change.

## **11.0 MISCELLANEOUS**

**11.1 Amendments.** Neither this Permit nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

**11.2. Representations and Warranties.** Each of the persons executing this Permit on behalf of the Permittee covenants, represents and warrants that, to the best of his or her knowledge, (a) Permittee a duly authorized and existing \_\_\_\_\_, has and is qualified to do business in the State of Michigan, and has full right and authority to enter into this Permit, (b) each and all of the persons signing on behalf of Permittee are authorized to do so, (c) all statements and reports previously provided to the City/Village/Township by Permittee are true and complete in all material respects, and (d) the small cell wireless facilities and associated support structures installed pursuant to this Permit shall comply with all applicable FCC standards regarding radio frequencies and electromagnetic field emissions.

**11.3 Assignment; Successors and Assigns.** Neither this Permit nor any part of Permittee's rights hereto may be assigned, pledged or hypothecated, in whole or in part, except in strict compliance with the Act.

**11.4 Severability.** If any provision of this Permit or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Permit shall be valid and be enforceable to the fullest extent permitted by law.

**11.5 Governing Law.** This Permit shall be construed and enforced in accordance with the laws of the State of Michigan.

**11.6 Cumulative Remedies.** All rights and remedies of either party hereto set forth in this Permit shall be cumulative, except as may otherwise be provided herein.

**11.7 Relationship of Parties.** The City/Village/Township is not, and none of the provisions in this Permit shall be deemed to render the City/Village/Township, a partner in Permittee's business, or joint venturer or member in any joint enterprise with Permittee. Neither party shall act as the agent of the other party in any respect hereunder, and neither party shall have any authority to commit or bind the other party without such party's prior written consent as provided herein. This Permit is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

**PERMITTEE**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CITY/VILLAGE/TOWNSHIP OF \_\_\_\_\_,**  
a \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

## **EXHIBITS**

Exhibit A Small Cell Wireless Facilities and Associated Support Structures Plans and Specs