



# Brighton City Council Meeting

200 N First St • City Hall Council Chambers • Brighton, Michigan 48116  
(810) 227-1911 • [www.brightoncitymi.gov](http://www.brightoncitymi.gov)

**December 9, 2025 – 6:30 p.m.**

## **AGENDA**

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Consider approval of the agenda
5. Consider approval of consent agenda items

### **Consent Agenda Items**

- a. [Approval of minutes: regular meeting of November 25, 2025](#)
- b. [Approval of the agreement with Brighton Area Schools to collect their non-principal residence operating property taxes on the city's summer 2026 tax bills](#)
- c. [Approval of the agreement with Livingston Educational Services Agency to collect operating property taxes on the city's summer 2026 tax bills](#)
- d. [Consider approval of a contract addendum for BS&A Integrated Payments to process electronic payments](#)

### **Correspondence**

6. Councilmember updates
7. Garden Club presentation
8. Staff updates
9. Employee Spotlight
10. Call to the public

### **Discussion**

11. Discuss first road projects to be funded with 2025 street millage funds
12. Board and commission liaison positions

### **New Business**

13. Appointments to Brighton Area Fire Authority Board
14. [Conduct a first reading of Ordinance 612, amending Chapter 78, "Streets, Sidewalks and Other Public Places" of the City of Brighton Code of Ordinances, and set a public hearing for January 13, 2026](#)
15. [Consider approval of Resolution #2025-25, 2026 City of Brighton Boards and Commissions Meeting Schedule](#)
16. [Consider approval of a Metro Act Bilateral Right-of-Way Telecommunications Permit and Application for Ezee Fiber Texas, LLC and authorize the City Manager to execute the same](#)

### **Other Business**

17. Call to the public
18. Adjournment



# Brighton City Council Meeting

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## MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON NOVEMBER 25, 2025

### 1. Call to order

Mayor Tobbe called the meeting to order at 6:30 p.m.

### 2. Pledge of Allegiance

Mayor Tobbe led those in attendance in the Pledge of Allegiance

### 3. Roll call

Present were Mayor Tobbe, Mayor Pro Tem Bohn, Councilmembers: Albert, Gardner, Gipson, Pettengill, and Schmenk.

Others Present: City Manager Gretchen Gomolka, DPS Director Marcel Goch, Community Development Manager Caruso, Finance Director Liz Gaines, Deputy DPS Director Corey Brooks, DPS Superintendent Josh Bradley, DPW Superintendent Brad Shrader, Assistant to the DPS Director Patty Thomas, City Clerk Tara Brown, Attorney Sarah Gabis, and Chief Brent Pirochta.

### 4. Consider approval of the agenda

**Motion** by Councilmember Gardner, seconded by Councilmember Pettengill to approve the agenda as presented. **The motion carried, 7-0.**

### 5. Consider approval of consent agenda items

**Motion** by Councilmember Schmenk, seconded by Councilmember Albert to approve the consent agenda. **The motion carried, 7-0.**

#### Consent Agenda Items

- a. **Approval of minutes: regular meeting of October 25, 2025**
- b. **Approval of minutes: biennial meeting of November 10, 2025**
- c. **Approval to award the three-year contract for building generator maintenance to PM Technologies in the amount of \$11,529.48 per year**
- d. **Approval to award a three-year contract for pest control services to Anteater Pest Control Inc. in the amount of \$2,940 per year**
- e. **Approval to award a three-year contract for HVAC maintenance to Pro Tech Mechanical Services in the amount of \$9,574 per year**

#### Correspondence

### 6. Councilmember updates

Mayor Pro Tem Bohn stated the Planning Commission met and conducted a public hearing on site plan 65-20, a senior housing development.

Councilmember Pettengill stated the Boy Scout Troop 350 conducted a fall cleanup for eight city residents. Please reach out to Councilmember Pettengill if you or you know of a resident in need of snow shoveling.

Councilmember Schmenk noted the Zoning Board of Appeals did not meet in November.

Councilmember Gipson stated the Downtown Development Authority met to discuss planting clean up with Karleen Shafer of Landscape Design and Associates noting that much of the beds along Main Street can be thinned down to create a more manageable and attractive look while transplanting extra plants to areas in need throughout the city. The

Councilmember Albert met with the Brighton Veterans Memorial Committee to review how the Veterans Day parade

went. It was noted that the sound system was better this year and discussed paver maintenance.

Councilmember Gardner noted the Brighton Area Fire Authority met on November 13, 2025, to discuss their audit and was found to be in excellent standing.

**7. Mayoral Proclamation: Eagle Scout Colter Kashian**

**8. Staff updates**

Chief Pirochta noted that the police department is in the season of giving. Cram the Cruiser event gathered 1400 pounds of food for those in need, special thanks to Aldi as well as donations totaling \$500 for Bountiful Harvest. Shop with a cop will be held at Walmart on December 6, 2025, where area youth will be given \$200 each to enable them to shop for gifts for themselves and family. Also on December 13, 2025, Target is hosting Heros and Helpers for youth will be given \$200 each to shop for gifts.

DPS Director Goch noted that leaf collection is in its final stages, please make sure all leaves are at the curb for pick up.

City Manager Gomolka noted that repairs had been made to degrading brick near the Tridge and Hyne Alley.

Finance Director Gaines noted the winter tax bill has gone out, due March 2, 2026 and the inflation rate for taxable value as mandated by the state is 2.7% for 2026.

City Manager Gomolka gave special thanks to the city staff, DDA and donors for making the downtown festive. City staff, donors, and contractors worked hard to deck the city in festive spirits.

**9. Call to the public**

Mayor Tobbe opened the call to the public at 7:02 p.m. Hearing and seeing no comment, the call to the public was closed.

**Discussion**

**10. Discuss first road projects to be funded with 2025 street millage funds**

City Council and staff discussed options for the upcoming year and planning for additional years to continue road repair throughout the city with the voter approved continuation of the streets millage.

**11. Discuss possible transition to BS&A Payments for online bill pay options**

City staff discussed the merits of moving to BS&A Payments for both our customers and employees. Making this transfer to BS&A Payments will integrate seamlessly with our established relationship with BS&A and create ease of use for city customers.

**New Business**

**12. Consider approval of the Sanitary Sewer Lining Contract from Insituform Technologies for a cost not to exceed \$350,665**

**Motion** by Councilmember Gipson, seconded by Councilmember Pettengill to approve of the sanitary sewer lining contract from Insituform Technologies for a cost not to exceed \$350,665. **The motion carried, 7-0.**

**13. Consider approval of the design and construction engineering services proposal from Hubbell, Roth & Clark, Inc. for the Seventh Street road rehabilitation for a cost not to exceed \$288,970**

**Motion** by Councilmember Schmenk, seconded by Councilmember Gardner to approve the design and construction proposal will use \$171,123 of new millage funds for the road, stormwater, and sidewalk portions and \$117,847 utility funds for the water portion of the project including all necessary budget amendments. **The motion carried, 7-0.**

**14. Consider approval of the revised Civic Event Policy and Application**

**Motion** by Councilmember Albert, seconded by Councilmember Gipson to approve the revised Civic Event Policy and Application. **The motion carried, 7-0.**

**15. Consider Entering into Closed Session to Receive a Written Attorney-Client Privileged Communication pursuant to the Michigan Open Meetings Act, 1976, § 15.268(1)(h), Michigan Compiled Laws.**

**Motion** by Councilmember Pettengill, seconded by Councilmember Gipson to enter into Closed Session at 8:29 p.m. to Receive a Written Attorney-Client Privileged Communication pursuant to the Michigan Open Meetings Act, 1976, § 15.268(1)(h), Michigan Compiled Laws. **The motion carried by roll call vote, 7-0.**

**Motion** by Mayor Pro Tem Bohn, seconded by Councilmember Gardner to come out of closed session at 9:57 p.m. **The motion carried, 7-0.**

**Other Business**

**16. Call to the public**

Mayor Tobbe opened the call to the public at 9:57 p.m. Hearing and seeing no comment, the call to the public was closed.

**17. Adjournment**

**Motion** by Councilmember Schmenk, seconded by Councilmember Gipson, to adjourn the meeting at 9:57 p.m. **The motion carried, 7-0.**

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Tara Brown, City Clerk



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

DECEMBER 9, 2025

**SUBJECT: CONSIDER A REQUEST FROM BRIGHTON AREA SCHOOLS (BAS) TO COLLECT THEIR OPERATING PROPERTY TAXES (NON-PRINCIPAL RESIDENCE) ON THE CITY'S SUMMER 2026 TAX BILLS**

### ADMINISTRATIVE SUMMARY

- The City has historically collected the operating property taxes for BAS on the City's summer tax bills
- State law requires that the City of Brighton and BAS sign an agreement annually
- State law also allows for the city to charge a fee for the collection of school taxes in the summer to recoup the treasury and assessing costs associated with providing this service. It has been determined and agreed to that \$4.00 per parcel is an acceptable fee for this service, this is an increase over prior years by \$1.00 per parcel. It has been over a decade since this fee was last adjusted.
- Of the approximate 3,600 taxable parcels, there are approximately 1,000 non-principal residence parcels (real & personal) in the City, which at \$4.00 per parcel will generate \$4,000 of revenue for the City's General Fund in FY 2026-27, which will be reflected in the Proposed FY 2026-27 Budget

### RECOMMENDATION

- It is staff's recommendation to authorize the City Manager and Finance Director to execute the attached request from BAS to collect their non-principal residence operating property taxes on the City's Summer 2026 Tax Bills, per the terms and conditions of the attached contractual agreement between the City and BAS and for the City of Brighton.

Prepared by: Liz Gaines, Finance Director

Reviewed &

Approved by: Gretchen Gomolka, City Manager

Attachments: Summer Tax Collection Agreement and BAS Resolutions

November 12, 2025

Treasurer  
City of Brighton  
200 N First Street  
Brighton, MI 48116

Dear Treasurer:

Enclosed is the agreement for collection of summer school property taxes of the Board of Education of Brighton Area Schools, Livingston County, Michigan, whereby the Board, pursuant to statute, has determined to impose a summer property tax levy in 2026 of all annual school district operating property taxes.

The Board of Education requests the City to collect the district's summer school operating property taxes. The district is willing to enter into the same collection expense agreement for 2026, please sign and return the enclosed copy. If the City will not agree to collect the district's summer tax levy, please notify the Board of Education so other arrangements may be made as the district may agree to have the levy collected by the County Treasurer or collect the taxes itself.

Sincerely,

A handwritten signature in black ink that reads "David Jones". The signature is written in a cursive style with a large, stylized initial "D".

David Jones  
Assistant Superintendent of Finance

Enclosures

AGREEMENT FOR COLLECTION OF SUMMER SCHOOL PROPERTY TAXES

AGREEMENT made this 12<sup>th</sup> day of November, 2025 by and between Brighton Area Schools, with offices located at 125 S. Church St., Brighton, MI 48116 (hereinafter "School District") and City of Brighton, with offices located at 200 N. 1<sup>st</sup> St, Brighton MI (hereinafter "City"), pursuant to 1976 PA 451, as amended, for the purposes of providing for the collection by the City of a Summer levy of School District property taxes for the year 2026.

The parties agree as follows:

1. The City agrees to collect 100% of the total school non-homestead operating property taxes as certified by the School District for levy on July 1, 2026 on property located within the City. Interest earned on said taxes will be retained by the City.
2. The School District agrees to pay the City costs of assessment and collection as follows:

\$ 4.00 per parcel

It is understood that the tax rate as spread by the City would also reflect the sum of 100% of the taxes of the Livingston Education Service Agency.

3. No later than May 31, 2026, the School District shall certify to the City Manager the school millage to be levied on property for summer collection in 2026.
4. The City Treasurer shall account for and deliver summer school tax collections as follows:
  - a. Summer Tax collections shall be paid to the School District within ten (10) business days from the 1st and 15th of each month via electronic transfer (wire transfer, ACH, etc.)

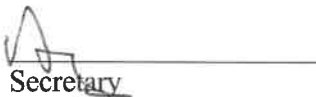
Signature authorized by Board  
of Education Resolution of  
November 10, 2025

Signature authorized by City  
Council Resolution of

\_\_\_\_\_

SCHOOL DISTRICT

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

CITY

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Finance Director

Annual Summer Tax Resolution

A regular meeting of the board of education of the District (the "Board") was held:

in the BECC board room/Brighton Area Schools, within the boundaries of the District,

on the 10th day of November, 2025, at 7 o'clock in the P.M. (the "Meeting")

The meeting was called to order by Roger Myers, President.

7 Present: Members Roger Myers, Jennifer Marks, Angela Krebs, Ken Stahl, Andy Storm, Alicia Urbain, Katie Tierney  
Absent: Members

The following preamble and resolution were offered by Member Tierney and supported by Member Urbain:

**WHEREAS**, this Board previously adopted a resolution to impose a summer tax levy to collect 100% of annual school property taxes, excluding debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Board, pursuant to 1976 PA 451, as amended (the Revised School Code), invokes for 2026 its previously adopted ongoing resolution imposing a summer tax levy of all of annual school property taxes, excluding debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board and requests that each city and/or township in which the District is located collect those summer taxes.

2. The Superintendent or designee is authorized and directed to forward to the governing body of each city and/or township in which the District is located a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each such city and/or township agree to collect the summer tax levy for 2025 in the amount specified in this resolution. Such forwarding of the resolutions and the request to collect the summer tax levy shall be performed so that they are received by the appropriate governing bodies before January 1, 2026.

3. Pursuant to and in accordance with Section 1613(1) of the Revised School Code, the Superintendent or designee is authorized and directed to negotiate on behalf of the District with the governing body of each city and/or township in which the District is located for the reasonable expenses for collection of the District's summer tax levy that the city and/or township may bill under MCL 380.1611 or MCL 380.1612.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

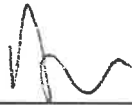
7 Ayes: Members Roger Myers, Jennifer Marks, Angela Krebs,  
Ken Stahl, Andy Storm, Alicia Urbain, Katie Tierney  
Nays: Members

Resolution declared adopted.

YES.

  
\_\_\_\_\_  
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Brighton Area Schools, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

  
\_\_\_\_\_  
Secretary, Board of Education



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

DECEMBER 9, 2025

**SUBJECT: CONSIDER A REQUEST FROM THE LIVINGSTON EDUCATIONAL SERVICE AGENCY (LESA) TO COLLECT ALL OF THEIR OPERATING PROPERTY TAXES ON THE CITY'S SUMMER 2026 TAX BILLS**

### **ADMINISTRATIVE SUMMARY**

- The City has historically collected the operating property taxes for LESA on the City's summer tax bills
- State law requires that the City of Brighton and LESA sign an agreement annually
- State law also allows for the City to charge a fee for the collection of school taxes in the summer to recoup the treasury and assessing costs associated with providing this service. It has been determined and agreed to that \$4.00 per parcel is an acceptable fee for this service, this is an increase over prior years by \$1.00 per parcel. It has been over a decade since this fee was last adjusted.
- Of the approximate 3,600 taxable parcels, there are approximately 2,550 parcels (real & personal) in the City, which at \$4.00 per parcel will generate \$10,200 of revenue for the City's General Fund in FY 2026-27, which will be reflected in the Proposed FY 2026-27 Budget

### **RECOMMENDATION**

- It is staff's recommendation to authorize the City Manager to execute the attached request from LESA to collect all of their operating property taxes on the City's Summer 2026 Tax Bills, per the terms and conditions of the attached contractual agreement between the City and LESA

Prepared by: Liz Gaines, Finance Director

Reviewed &

Approved by: Gretchen M. Gomolka, City Manager

Attachments: Summer Tax Collection Agreement and LESA Resolutions



Livingston  
**EDUCATIONAL  
SERVICE** Agency

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November 20, 2025

Dear Township/City Treasurer,

Enclosed you will find; the summer tax collection agreement and the Livingston ESA signed summer tax resolution.

Please seek board approval (as necessary) and sign the summer tax collection agreement. Return the signed agreement to me as soon as possible, but no later than April 30, 2026.

If you have any questions, please email me at [stephanieweese@livingstonesa.org](mailto:stephanieweese@livingstonesa.org).

Thank you,

A handwritten signature in blue ink that reads "Stephanie L. Weese".

Stephanie L. Weese  
Deputy Superintendent for Administrative Services

## SUMMER TAX COLLECTION AGREEMENT

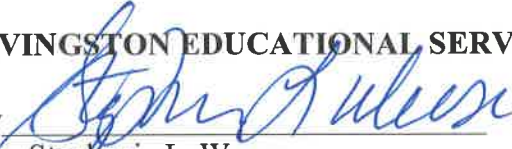
The City of Brighton with offices located at 200 N. First., Brighton, Michigan (the "city") pursuant to 1976 PA 451, as amended, for the purposes of providing for the collection by the City of a summer levy of Livingston Educational Service Agency, Michigan (the "Agency") property taxes for the year 2026 and hereafter as provided below:

The Agency and the City agree as follows:

1. The City agrees to collect 100% of the total school millage in the summer as certified by the Agency for levy on all taxable property in addition to and not within the K-12 school district summer tax collection, including principal residence and other exempt property not subject to the 18 mill levy within the Brighton Area Schools.
2. All interest and penalties, other than collection fees, that are imposed prior to the date the taxes are returned delinquent and that are attributable to school taxes, shall belong to the Agency.
3. The Agency agrees to pay the City costs of assessment and collection at \$4.00 per parcel which represents reasonable expenses incurred by the City in assessing and collecting Agency taxes, to the extent that the expenses are in addition to the expenses of assessing and collecting other taxes at the same time.
4. The Agency shall certify to the Township Treasurer the school millage to be levied on property for summer collection to the Township via a signed L-4029 within 3 weeks of Livingston County Equalization delivering their tax roll information to the Agency, or by June 15, whichever is earlier.
5. The City Treasurer shall account for and deliver summer school tax collections to the Agency within ten (10) business days from the 1<sup>st</sup> and 15<sup>th</sup> of each month via electronic transfer, if and when possible.
6. In the event that state law is amended necessitating changes to this Agreement, the parties agree to negotiate changes to the Agreement in good faith to conform the Agreement to state law. Collection of summer taxes and payment for said collection shall not be disrupted or delayed due to the negotiation of or revision to this Agreement.
7. By execution of this Agreement, both parties certify and represent that the Agreement is authorized by the laws of the State of Michigan, that the individuals responsible for collecting the Agency taxes are and will follow all laws pertaining to their duties and responsibilities as a tax collecting agent, and that the signors are authorized by their respective governing bodies to execute this Agreement.
8. This Agreement is effective on the date of its execution and shall expire twelve months from the effective date.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates indicated below.

**LIVINGSTON EDUCATIONAL SERVICE AGENCY, MICHIGAN**

By   
Stephanie L. Weese

Its: Deputy Superintendent for Administrative Services

Dated: November 15, 2025

**CITY OF BRIGHTON:** \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

ANNUAL SUMMER TAX RESOLUTION

Livingston Educational Service Agency

A regular meeting of the Board of Education (the "Board") was held in the Livingston Educational Service Agency Education Center on the 12th day of November, 2025, at six o'clock p.m.

The meeting was called to order at 6:03 p.m., by President Loy

Present: Cortez, Fryer, Loy, Michniewicz

Absent: Marcella - O'Leary

The following preamble and resolution were offered by Member Michniewicz and supported by Member Fryer

**WHEREAS:**

1. This Board of Education previously adopted a resolution to impose a summer property tax levy to collect all of school property taxes, including debt services, upon property located within the school district and continuing from year to year until specifically revoked by this Board of Education; and
2. The Revised School Code, as amended, requires formal action of the Board of Education prior to January 1 every year to continue the summer tax levy.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. This Board of Education, pursuant to the Revised School Code, as amended, hereby invokes for 2026 its previously adopted ongoing resolution imposing a summer tax levy of all of school property taxes, including debt service, and continuing from year to year until specifically revoked by this Board of Education, and requests each city and/or township in which this Agency is located (and in which a local school district or city is concurrently imposing a summer tax levy) to collect those summer taxes.
2. The Superintendent, school business official, or his/her designee, is authorized and directed to forward to the governing body of each city and/or township in which this Agency is located (and in which a local school district or city is concurrently imposing a summer tax levy) a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each city and/or township agree to collect the summer tax levy for 2026. Said resolutions and the request to collect the summer tax levy shall be forwarded so that they are received by the appropriate governing bodies before January 1, 2026.

3. The Superintendent, school business official, or his/her designee, is authorized and directed to negotiate on behalf of this Agency with the governing body of each city and/or township in which the Agency is located for the reasonable expenses for collection of the Agency's summer tax levy that the city and/or township may bill under MCL 380.1611 or MCL 380.1612.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Ayes: Members *Cortez, Fryer, Loy, Michniewicz*

Nays: Members

*Absent: Marcella-O'Leary*

Resolution declared adopted.

  
Secretary, Board of Education

The undersigned, duly qualified and acting Secretary of the Board of Education of the Livingston Educational Service Agency, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Education at a regular meeting held on November 12, 2025, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (1976 PA 267, as amended).

  
Secretary, Board of Education



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

December 9, 2025

**SUBJECT: CONSIDER APPROVAL OF A CONTRACT ADDENDUM FOR BS&A INTEGRATED PAYMENTS TO PROCESS ELECTRONIC PAYMENTS**

### **ADMINISTRATIVE SUMMARY**

The City currently uses Point & Pay, LLC for city customers to make electronic payments (credit cards and e-checks). The services offered are very limited.

BS&A offers their own electronic payment processing services, which allows for additional payment options such as apple pay and google pay. BS&A payments also allows users to set up an account, storing parcel or utility billing information, as well as their credit card or banking information making the process of paying a bill much simpler. Additionally, they offer text-to-pay and the ability to set up automatic payments using a credit card, something Point & Pay does not offer.

Currently the fees charged by Point & Pay are passed along to the users on a per transaction basis. This will be the same process for BS&A payments. The fees are comparable between Point & Pay and BS&A.

### **BUDGET INFORMATION**

The contract addendum for BS&A Integrated Payments will have no financial impact on the City, the fees are passed along to the customers who utilize the service.

### **RECOMMENDATION**

Staff recommends approval of the contract addendum for BS&A Integrated Payments and authorize the City Manager to execute.

Prepared by: Elizabeth Gaines, Finance Director

Reviewed by: City Attorney (Required for all agreements, ordinances, etc.)

Acceptable Form and Ready to Execute

Other \_\_\_\_\_

Reviewed &

Approved by: Gretchen Gomolka, City Manager

## Integrated Payments Addendum

This Addendum (“**Addendum**”) supplements the Customer Agreement entered into by and between BS&A Software, LLC (“**BS&A**”) and the (“**Customer**”) together with the BS&A Customer Terms and Conditions (collectively, the “**Agreement**”), effective on the date of the Customer signature.

Payment processing services accessible through an integration with BS&A’s platform are provided by BS&A’s designated payment processor, as BS&A may designate from time to time (“**Processor**”). As of the effective date of this Addendum, the Processor is Stripe, Inc. (“**Stripe**”). This Addendum will apply if Customer sets up an account with the Processor (with Stripe as processor, such account is referred to herein as the “**Stripe Connected Account**”), to receive payment processing services from Processor (“**Payment Processing Services**”) through such integration. Capitalized terms used but not defined here will have the meanings given to them in the Agreement or in the Stripe Agreements (defined below).

### 1. Payment Processing Services

**1.1 Processor Agreements.** As of the effective date of this Addendum, use of the Payment Processing Services is subject to the [Stripe Connected Account Agreement](#), the [Stripe Privacy Policy](#), and other terms and conditions of Stripe, as each may be updated or modified by Stripe from time to time (collectively, the “**Stripe Agreements**”). Customer may not use any Payment Processing Services until Customer agrees to the Stripe Agreements, and by agreeing to this Addendum, Customer expressly (a) accepts and agrees to the Stripe Agreements, and (b) authorizes BS&A to capture Customer’s electronic or digital acceptance of the Stripe Agreement and provide proof of such acceptance to Stripe as may be requested by Stripe. Customer understands that the Stripe Agreements are solely between Customer and Stripe, and the Payment Processing Services are provided solely by Stripe. BS&A is not a party to the Stripe Agreements, has no control over the Payment Processing Services and the Stripe Agreements, and will have no liability under the Stripe Agreements or in any way relating to the Payment Processing Services. Customer is responsible for checking for applicable updates to the Stripe Agreements from time to time, and any use by Customer of the Payment Processing Services following a change to the Stripe Agreements shall constitute acceptance of such change.

**1.2 Customer Information and onboarding.** Customer will follow the onboarding procedures and policies provided by BS&A and Stripe (as may be amended from time to time), and Customer will provide all requested information. All information provided by Customer to BS&A must be truthful and accurate. Customer acknowledges that Processor has the ultimate decision whether to approve Customer for the Payment Processing Services.

**1.3 Transaction Processing and Settlement.** Transactions are processed by Processor, not BS&A. Stripe (or its partner banks) will settle Transaction proceeds to Customer’s designated bank account in accordance with the Stripe Agreements. Customer acknowledges and agrees that its processed transactions may be deposited into to a pooled account held for the benefit of Customer and other customers of BS&A held at any financial institution so that such funds may be combined and aggregated with other funds that are ultimately settled to Customer by such financial institution. Customer understands and agrees that BS&A does not process, receive, or hold Customer funds at any time and that BS&A is not a bank, money transmitter, or other money services business (as such terms are defined by the Bank Secrecy Act or any state law). To the extent BS&A is deemed to hold or receive funds (constructively or otherwise) of any customer of Customer at any point in time, Customer hereby irrevocably appoints BS&A as its non-fiduciary agent for the limited purpose of collecting, receiving, holding, and settling funds from Customer’s customer (the cardholder) on Customer’s behalf. In such

event, such funds shall be deemed received by Customer upon receipt by BS&A and shall satisfy the cardholder's obligation to Customer in connection with the transaction for the goods or services sold by Customer. If BS&A fails to remit such funds to Customer, Customer's sole recourse for such event is solely against BS&A and not against the cardholder or the cardholder's financial source.

**1.4 Data Usage and Sharing.** Customer authorizes BS&A to (a) access and receive data relating to Customer's Stripe Connected Account (as such term is defined in the Stripe Agreements), including transaction and usage data and other data about the Stripe Connected Account; (b) share data regarding the Stripe Connected Account, related activity and other Customer data with Stripe in connection with the Payment Processing Services; and (c) issue instructions to Stripe regarding Transactions and funds processed by Stripe. Customer agrees to complete and submit any additional authorization forms or other such documentation as requested by BS&A or Stripe.

## **2. Payment Terms**

**2.1 Fees.** The fees for the Payment Processing Services will be as set forth in Schedule A of this Addendum and will be automatically debited by BS&A via ACH from the depository account designated by Customer that is on file with BS&A ("**Customer Account**"). Customer hereby authorizes BS&A, Processor, their financial institutions and any of their assignees to collect amounts owed under this Addendum (including, but not limited to, the fees for the Payment Processing Services set forth on Schedule A and any liabilities arising under this Addendum) by debiting funds from the Customer Account ("**ACH Debit Authorization**"). All payments are non-refundable. If Customer fails to make any payment when due (or any ACH Debit of the Customer Account is returned or rejected for any reason), late charges will accrue as permitted pursuant to Section 7.1 of the Agreement. For clarity, any fees or payment terms that may be posted on Stripe's website for Stripe's direct customers are not applicable. All fees are exclusive of any applicable taxes, unless otherwise provided. Customer agrees that all ACH transactions authorized pursuant to this authorization comply with all applicable laws and with the Network Rules (including the Nacha Operating Rules). Notwithstanding anything to the contrary in the Agreement, fees for the Payment Processing Services can be amended upon thirty days notice to Customer.

**2.2 Disputes.** If Customer believes that there is an error in any statement provided by BS&A or any information reported by BS&A regarding a Transaction, or any error made in the amount of a payment or settlement, Customer must notify BS&A within thirty (30) days of Customer's receipt of the statement or payment containing the error or it will waive such claim.

**2.3 Tax Reporting.** BS&A may send documents to Customer and the Internal Revenue Service (IRS) or other tax authority for Transactions processed using the Payment Processing Services. BS&A may have tax reporting responsibilities in connection with the Payment Processing Services such as an Internal Revenue Service report on Form 1099-K (which reports Customer's gross transaction amounts each calendar year to the IRS), or state or other taxing authority requirements. Customer acknowledges that BS&A or Stripe (as determined in their sole discretion) will report the total amount of transactions received by Customer in connection with the Payment Processing Services each calendar year as required by the taxing authorities. Customer will cooperate with BS&A and Stripe in providing accurate and complete tax reporting information, including any other information that may be required by the taxing authorities to fulfil tax reporting described herein. Customer represents and warrants that all information that it submits for tax reporting purposes is complete and accurate to the best of its knowledge, and that BS&A and Stripe may rely on all such information submitted by Customer. Customer agrees that neither Stripe nor BS&A will be liable for any penalty or other damages stemming from any 1099-K form that is issued incorrectly if it comports with the information provided by

Customer, and neither Stripe nor BS&A will have any obligation to verify the legal name or tax ID number for reporting purposes. Customer understands and agrees that BS&A and Stripe may submit tax reporting information exactly as provided by Customer. Notwithstanding the foregoing, BS&A or Stripe may in their sole discretion investigate or validate any tax reporting information or other information submitted by Customer.

**2.4 Electronic Delivery of Tax Documents.** In connection with the tax reporting activities described above, Customer may elect to receive electronic delivery of the referenced tax-related documents from BS&A or Stripe, including through BS&A's platform or another online portal whereby Customer can access and download the applicable statements. If Customer elects to receive tax documents electronically, it will provide such consent by clicking an "I Accept" or similar button or checking a box captioned with acceptance and consent language ("**Tax E-Delivery Consent**"). The Tax E-Delivery Consent will remain in effect until withdrawn by Customer. The Tax E-Delivery Consent may be printed or downloaded. If Customer does not specifically consent to the electronic delivery of tax-related documents, Customer will receive paper copies of all required tax-related documents, including Form 1099-K. BS&A or Stripe will notify Customer once the applicable tax forms become available via the email address BS&A has on file for Customer.

### **3. Compliance**

**3.1 Laws and Rules.** Customer agrees to comply at all times with all applicable laws and regulations as well as the rules and regulations of all applicable payment networks ("**Network Rules**"), including industry standards such as the Payment Card Industry Data Security Standards ("**PCI-DSS**"). Additional data protection standards and policies which Customer must comply with are set forth in the Stripe Agreements. Furthermore, Customer acknowledges and agrees that it is fully responsible for all acts and omissions of its employees, contractors, and agents and will ensure their compliance with all laws and Network Rules as well as Customer's other obligations under this Addendum and the Stripe Agreements.

**3.2 Customer's Business.** Customer understands that any transactions involving Customer's goods or services which are processed through the Payment Processing Services pursuant to this Addendum ("**Transactions**") are between Customer and its customer (the cardholder), and any issues relating to a Transaction are solely between Customer and the cardholder. Customer is solely responsible for all liabilities associated with Customer's payment processing activity and use of the Payment Processing Services, including without limitation with respect to chargebacks, refunds, identity theft, fraud and any assessments or fees imposed by Stripe, a sponsor bank, the card networks or any third party. Customer is responsible for determining what, if any, taxes apply to the goods and services Customer provides to its cardholders and the payments Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Customer will comply with any and all applicable tax laws, including those in connection with Transactions.

**3.3 Prohibited Activities.** Customer will not use the Stripe Connected Account for any activity prohibited by Stripe, including but not limited to those activities listed in the section of Stripe Services Agreement titled "Services Restrictions" or those activities listed in the [Stripe Restricted Businesses List](#). Customer shall not use the Payment Processing Services to conduct a Restricted Business or transact with a Restricted Business. Customer may not use the Payment Processing Services in breach of the Connected Account Agreement or for any activity that applicable law or the Stripe Agreements prohibit.

**3.4 Fraud Monitoring.** BS&A and Stripe may monitor Transactions for the purpose of determining fraudulent activity and whether Customer is in good standing. Such monitoring if conducted, will be for the benefit of BS&A and/or Stripe only. BS&A does not have any obligation to monitor Transactions on

Customer's behalf. Based on BS&A's methods, which are subject to change without notice, BS&A may decide to suspend Customer's access to the Payment Processing Services, or in other ways limit Customer's privileges to the extent BS&A deems necessary or useful to prevent fraud or losses. Without limiting the foregoing, BS&A may delay, in its sole discretion, or at the direction of Stripe sending instructions on Customer's behalf if BS&A reasonably believes that Customer's instructions may involve fraud or misconduct, or violate applicable law, rule, regulation, order, this Addendum, or other applicable BS&A or Stripe policies, as determined by BS&A or Stripe in their sole and absolute discretion.

**3.5 Cardholder Fee Programs.** If Customer elects to impose a fee on cardholders with respect to Transactions (including a surcharge for credit cards, a convenience fee, service fee or other similar type of fee) or implement a discount based on the type of payment method used for a Transaction (including cash, check, or ACH) (collectively, "**Cardholder Fee Program**"), Customer must first seek approval from BS&A. Customer is solely responsible for its compliance with all applicable Network Rules and all present and future federal and state laws and regulations relating to any such Cardholder Fee Program and any required consumer disclosures related thereto. Although BS&A may, in its discretion, assist Customer with disclosures and practices relating to such Cardholder Fee Programs, BS&A's provision or approval of any materials or practices shall not be deemed a confirmation that such materials or practices comply with the Network Rules or applicable law and shall not in any way relieve Customer from its responsibility to ensure that all program materials and practices comply with the Network Rules and applicable law. Customer must provide BS&A with at least at thirty (30) days prior written notice before implementing (or announcing publicly that it intends to implement) any Cardholder Fee Program that would be considered a surcharge program under the Network Rules.

#### **4. Chargebacks**

**4.1 Chargebacks.** If BS&A determines in its sole discretion that Customer is incurring excessive chargebacks, BS&A may establish controls or conditions governing Customer's use of the Payment Processing Services, including without limitation, by (a) establishing new fees, (b) instructing Stripe to require a reserve, (c) instruct Stripe to delay payouts, and/or (d) terminating this Addendum and access to the Payment Processing Services. Notwithstanding anything to the contrary herein, for any Transaction that results in a chargeback, BS&A may direct the withholding of the chargeback amount and any associated fees. Customer authorizes BS&A to deduct or debit the amount of any chargeback and any associated fees, fines, or penalties assessed by a third party, from Customer's Account or offset from any amounts otherwise due to Customer. Further, if BS&A reasonably believes that a chargeback is likely with respect to any Transaction, BS&A may instruct Stripe to withhold the amount of the potential chargeback from payments otherwise due to Customer until such time that: (a) a chargeback is assessed, in which case BS&A will retain the funds; (b) the period of time under applicable law or Rule by which the cardholder may dispute the Transaction has expired; or (c) BS&A determines that a chargeback on the Transaction will not occur, in which case BS&A will instruct the release of the withheld funds to Customer. If BS&A is unable to recover funds related to a chargeback for which Customer is liable, BS&A may set off or debit Customer's Account for the full amount of the applicable chargeback, or, if BS&A is unable to do so, Customer shall pay BS&A the amount of such chargeback and any associated fees, fines or penalties immediately upon demand. Customer will pay all costs and expenses, including without limitation attorneys' fees, other legal expenses, and handling fees incurred by or on behalf of BS&A in connection with the collection of all chargebacks. This section will survive termination of this Addendum. Additional chargeback terms and requirements are set forth in the Stripe Agreements.

**4.2 Investigations.** BS&A is not obligated to intervene in any dispute arising between Customer and cardholders. Notwithstanding anything to the contrary herein, if BS&A needs to conduct an investigation or resolve any pending dispute related to chargebacks or Transactions, Customer will assist BS&A when requested, at Customer's expense, to investigate such Transactions. Customer will timely submit all applicable information, documentation, or evidence related to such chargeback to BS&A, within the timeframe instructed by BS&A, necessary for BS&A to meet card network timelines for submitting evidence and responding to a chargeback. Customer authorizes BS&A to share information about a chargeback with the cardholder, the cardholder's financial institution and Customer's financial institution in order to investigate or mediate a chargeback. BS&A will request necessary information from Customer to contest the chargeback. If a chargeback dispute is not resolved in Customer's favor by the card network or issuing bank or Customer chooses not to contest the chargeback, BS&A may recover the chargeback amount and any associated fees. Customer acknowledges that its failure to assist BS&A in a timely manner when investigating a Transaction, including providing necessary documentation within the time period specified in BS&A's request, may result in an irreversible chargeback. BS&A will charge a fee as set forth in the applicable price schedule for mediating or investigating chargeback disputes, in addition to any other chargeback fees set forth in this Addendum or the Agreement, if applicable. BS&A reserves the right to change such fee at any time. If BS&A reasonably suspects that the Customer's access to the BS&A platform or Payment Processing Services has been used for an unauthorized, illegal, or criminal purpose, Customer gives BS&A express authorization to (but understands that BS&A is not obligated to) share information about Customer and any Transactions with law enforcement.

## **5. Liability**

### **5.1 Indemnification.**

**5.1.1** In addition to the indemnification obligations under the Agreement, to the extent permitted by law Customer will indemnify and hold harmless BS&A and its officers, affiliates, and representatives from and against any and all losses, damages, claims, assessments, chargebacks, fees and other amounts incurred arising out of or in any way related to: (a) Customer's breach of any of its representations, warranties or covenants in this Addendum; (b) the Stripe Agreements or Customer's use of the Payment Processing Services, including all activity on Customer's Stripe account; (c) Customer's violation or non-compliance with any applicable law, rule, regulation, order, or Network Rules (including non-compliance of PCI-DSS); (d) all Merchant Losses (as defined in the Stripe Agreements); (e) Customer's implementation of a Cardholder Fee Program; and (f) Customer's gross negligence or willful misconduct. This section shall not be construed as a waiver of immunities provided by law to Customer.

**5.1.2** In addition to the indemnification obligations under the Agreement, BS&A will indemnify and hold harmless Customer and its officers, affiliates, and representatives from and against any and all losses, damages, claims and other amounts incurred resulting from third party claims to the extent directly and solely arising out of: (a) BS&A's breach of any of its representations, warranties or covenants in this Addendum; (b) BS&A's violation or non-compliance with any applicable law, rule, regulation or order; and (c) BS&A's gross negligence or willful misconduct.

**5.2 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BS&A, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BS&A IS ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. EXCEPT FOR BS&A'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BS&A'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. BS&A'S LIABILITY IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AGREES AND ACKNOWLEDGES THAT ANY ASSESSMENT, FINE, PENALTY, FEE, OR OTHERWISE IMPOSED BY STRIPE, A BANK, A CARD NETWORK OR A GOVERNMENT AGENCY OR REGULATOR WILL BE DEEMED TO BE A DIRECT DAMAGE AND NOT INDIRECT, CONSEQUENTIAL, OR INCIDENTAL.

**5.3 Force Majeure.** BS&A is not responsible for any delay or failure in performing its obligations under this Addendum, in whole or in part, for any cause or circumstance outside its reasonable control, including, without limitation: fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, pandemics, transportation, utilities, services or supplies, governmental action, computer viruses, corruption of data, failures of Processor or other third party provider, DDoS or other computer attacks, incompatible or defective equipment, software, or services, or otherwise.

## **6. Term and Termination**

**6.1 Term.** This Addendum will be effective on the date that BS&A approves Customer for the Payment Processing Services and will continue for one (1) year ("**Initial Term**") unless earlier terminated in accordance with this section. This Addendum will automatically renew for consecutive one (1)-year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party gives the other party written notice of non-renewal no less than sixty (60) days before the end of the then-current Term.

**6.2 Termination.** This Addendum will automatically terminate upon termination of the Agreement.

**6.3 Termination by BS&A.** In addition to the termination rights set forth under the Agreement, BS&A will have the right to terminate this Addendum immediately, with or without notice, for: (a) Customer breaches any provision of this Addendum or any Stripe Agreements; (b) Customer or its employees and agents use the Payment Processing Services in a manner inconsistent with the intended purpose; (c) Customer or its employees and agents violate any applicable laws or Network Rules; or (d) BS&A is required to terminate this Addendum by Stripe, government agency, payment network, or other regulator. BS&A will not be liable to Customer or other third party for termination of the Payment Processing Services for any reason. Upon the termination of the Stripe Agreements or the Customer's Stripe Connected Account for any reason, this Addendum will automatically terminate.

**6.4 Effect of Termination.** The termination of this Addendum will not affect any of BS&A's rights or Customer's obligations arising under this Addendum. After termination of this Addendum and/or Customer's Stripe account, Customer shall continue to be liable for all chargebacks, refunds, fees, card network liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Addendum. The termination of Customer's access to Payment Processing Services will be effective immediately. Customer authorizes BS&A to notify Stripe of any termination of this Addendum; however, Customer is responsible to manually close its Stripe Connected Account separately in accordance with Stripe procedures.

**7. General**

**7.1 Precedence.** Any inconsistency, conflict, or ambiguity between these Addendum and the Agreement will be resolved by giving precedence and effect to this Addendum, but only to the extent of the inconsistency, conflict, or ambiguity. Other than as expressly amended by this Addendum, all other provisions of the Agreement will remain in full force and effect.

**7.2 Amendments.** Except as set forth below in this section, this Addendum may only be amended with the written consent of both parties. Notwithstanding the foregoing, BS&A reserves the right to amend this Addendum without the consent of Customer if such amendment is required to comply with applicable laws, Network Rules or the directives of the Processor or any payment network. BS&A will use reasonable efforts to give Customer thirty (30) days’ prior notice of any such amendment. Additionally, during the Term and upon at least 30 days’ prior written notice, BS&A may amend this Addendum to pass through increases in third party costs and fees, including but not limited to fees and assessments charged by Stripe, payment networks, or BS&A’s vendors and service providers. BS&A may amend this Agreement other than as indicated herein, including applicable fees and rates, no less than ninety (90) days before the end of the then-current Term.

**7.3 Dispute Resolution.** The dispute resolution provisions of the Agreement, including the choice of law and venue will apply to any and all disputes or claims arising under this Addendum.

**7.4 Counterparts.** This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature shall be accepted as an original for all purposes. This Addendum may be executed and delivered by electronic means (including click-to-accept) and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Addendum to the same extent that an original signature could be used.

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

Name:

Title:

Date:

## Tax E-Delivery Consent

Please read this information carefully and print or download a copy for your files.

### Consent to Electronic Delivery of Tax-Related Documents

By executing the Addendum or otherwise accepting this Tax E-Delivery Consent (“**Consent**”), you acknowledge that you have read and understand the terms of this Consent, and you affirmatively elect and consent to receive tax-related documents in connection with the Payment Processing Services (“**Tax Documents**”), including but not limited to IRS Form 1099-K, via electronic delivery.

This Tax E-Delivery Consent (“**Consent**”) is effective until withdrawn in the manner described below. You understand you will **NOT** receive hard (paper) copies of Tax Documents unless and until such withdrawal.

This is your copy of the Consent. Please print, download, and save a copy of this Consent for your records.

### Electronic Delivery

You agree that BS&A may deliver Tax Documents to you in any of the following ways:

- (a) via email at the email address BS&A has on file for you; and/or
- (b) via an online interface which allows you to view and download the Tax Documents. For example, such interface may be provided through your account or profile on the BS&A services, if applicable. If Tax Documents are provided via the BS&A services or other online interface, BS&A (or its processor or service provider, as applicable) will notify you via email once each Tax Document becomes available.

### Additional or Substitute Paper Copies

In addition to obtaining electronic copies, you may also request paper copies of your Tax Documents by contacting BS&A at the contact information provided below. Note that requesting a paper copy of Tax Documents will be considered a one-time request and will not be considered a withdrawal of this Consent. You must formally withdraw this Consent in the manner described below to begin regularly receiving paper copies of Tax Documents on a going-forward basis.

For information that is required by law to be sent to you, including Form 1099-K and other Tax Documents, as applicable, if BS&A receives notice that an email is undeliverable due to an incorrect or inoperable email address, or if BS&A is otherwise unable to deliver your Tax Documents via electronic means, BS&A will attempt to send such information via U.S. Postal Service to the mailing address BS&A has on file for you.

### Notification of Change of Tax Information or Email

You must notify BS&A promptly if your email address used to receive Tax Documents, notifications, or other account information changes. You must also notify BS&A promptly of any relevant change in your information as it appears on your Form W-9, including your name, address, or taxpayer identification number. BS&A must have such information exactly as it appears on your Form W-9 in order to properly fill out and issue your Form 1099-K.

By agreeing to this Consent, you agree to notify BS&A promptly of any such change, by contacting BS&A by mail or email at the contact information provided below

**Withdrawal or Termination this Consent**

You may withdraw this Consent at any time by providing written notice of withdrawal to BS&A by mail or email at the contact information provided below. In each case, you must state that you are withdrawing consent to paperless delivery of tax-related documents, and you must provide your name and taxpayer identification number exactly as they appear on your IRS Form W-9.

You understand that withdrawal of this Consent is prospective only; withdrawal ensures that future Tax Documents will be delivered to you in paper, but does not apply to any Tax Document that has already been furnished to you electronically. BS&A may take up to 10 business days after receipt of your withdrawal to process your request.

In addition, BS&A reserves the right to terminate this Consent and stop electronic delivery of Tax Documents at any time by giving notice to you. If BS&A does so, BS&A will send future Tax Documents as paper copies, via mail.

**System Requirements**

To access Tax Documents electronically, you need a computer system or mobile device that, at minimum, has the following features and capabilities:

- internet access;
- browser software (at least 128-bit encryption, JavaScript enabled);
- application that can read and display PDF files;
- sufficient hardware necessary to support the above features, including sufficient storage to download and retails files to keep a copy for your records; and
- printer (if you want to print a hard copy).

By agreeing to this Consent you certify that your computer system or mobile device meets these hardware and software requirements.

**Contact BS&A**

You may contact BS&A by mail or email to update your Form W-9 information or to withdraw this Consent at:

BS&A Software, LLC

- 14965 Abbey Ln, Bath Twp, MI 48808
- payments@bsasoftware.com

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

Name:

Title:

Date:

**Schedule A – Payment Processing Services & Fees**

Service	Fee
Payment Processing Implementation	\$0
Monthly Account Fee	\$0
Gateway	\$0
PCI DSS	\$0
Tokenization	\$0
Chargeback / Dispute Management	\$0
Real-Time ACH Validation	\$0
Real-Time Transaction Fraud & Risk Monitoring	\$0
Text – to – Pay	\$0
IVR	\$0

Credit Card – Visa, Mastercard, Discover, American Express – Pass-Through to Payor		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.95%	\$0.50
Tax	2.80%	\$0.50
Misc.	2.95%	\$0.50

Credit Card – Visa, Mastercard, Discover, American Express – Absorbed by Municipality		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.80%	\$0.50
Tax	2.80%	\$0.50
Misc.	2.80%	\$0.50

ACH – Pass-Through to Payor	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$3.00
\$1,001 - \$5,000	\$6.00
\$5,001 +	\$12.00

ACH – Absorbed by Municipality	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$1.50
\$1,000 - \$5,000	\$3.00
\$5,000 +	\$6.00

Item	Price	Quantity	Total
Stripe S700 Terminal and Dock	\$415.00		\$
Stripe S700 Terminal	\$350.00		\$
Stripe S700 Dock	\$65.00		\$
Stripe S700 Hub	\$50.00		\$
Stripe S700 Case	\$35.00		\$

Payment Type	Accept Payments Using This Method
Online with BS&A Online	
Text-to-Pay	
IVR Phone Payments	
Counter with Cash Receipting	

Type	Pass Through to Payor	Absorbed by Municipality
Credit Card Fees - Online		
Credit Card Fees - Text		
Credit Card Fees - IVR		
Credit Card Fees - Counter		
ACH Fees - Online		
ACH Fees - Text		
ACH Fees - IVR		



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL December 9, 2025

**SUBJECT: CONDUCT A FIRST READING AND SET A PUBLIC HEARING FOR JANUARY 13, 2026, FOR PROPOSED ORDINANCE 612, AMENDMENTS TO CHAPTER 78, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES" OF THE CODE OF ORDINANCES**

### ADMINISTRATIVE SUMMARY

Chapter 78 of the Code of Ordinances addresses snow removal from sidewalks, but not address snow removal from private property being moved on to public spaces such as parking lots and roadways.

Proposed amendments to the code are to address keeping snow from private property from being pushed or redeposited onto public property so as to obstruct the intended use or purpose of such public property.

If adopted, City Council shall determine through resolution what the fee for violation would be.

### Recommendation

Conduct a first reading of proposed Ordinance 612 and motion to set a public hearing date for January 13, 2026.

Prepared by: Gretchen Gomolka, City Manager

Reviewed by: City Attorney (Required for all agreements, ordinances, etc.)

Acceptable Form and Ready to Execute

Other \_\_\_\_\_

Attachments: 1. Zoning Ordinance 612 Amendments Proposed (Redlined Version)

CITY OF BRIGHTON  
ORDINANCE NO. 612

AN ORDINANCE OF THE CITY OF BRIGHTON, MICHIGAN; AMENDING CHAPTER 78, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES" OF THE CODE OF ORDINANCES AS FOLLOWS:

THE CITY OF BRIGHTON, LIVINGSTON COUNTY, HERBY ORDAINS:

**SECTION 1. Amendment of Article III, Section 78-80.** Article III, Section 78-80 shall be amended to read as follows, new language underlined, deleted language ~~stricken~~.

A) No person owning or occupying any lot or premises in the city shall permit sidewalks adjacent to or abutting upon, to become obstructed by snow, so as to inconvenience and/or endanger public travel thereon, within periods of time herein limited:

- (1) Snow shall be cleared within 24 hours after it has fallen, if there is an accumulation of four inches or less;
- (2) Snow shall be cleared within 48 hours after it has fallen, if there is an accumulation of more than four inches;
- (3) In the event a declaration of snow emergency is issued, snow shall be cleared within 24 hours after the emergency has expired.

B) No person owning or occupying any lot or premises in the city shall permit snow cleared from sidewalks adjacent to such lot or premises or snow cleared from private property owned or occupied by them to be pushed or redeposited onto public property so as to obstruct the intended use or purpose of such public property.

**SECTION 2. Amendment of Article III, Section 78-83.** Article III, Section 78-83 shall be amended to read as follows, new language underlined, deleted language ~~stricken~~:

Upon observation, complaint or notification of a potential violation of section 78-80 of this article, it shall be the duty of the city manager or their designee ~~agent~~ to investigate such an observation, ~~a~~ complaint or notification and the section of sidewalk or public property observed or complained of, and after such investigation, if he or she shall determine that the condition of the sidewalk or public property is such as to be in violation of this article, he or she shall issue an order directing the adjacent owner or occupant, or other person responsible ~~owner or occupant of the lot, building or other premises adjacent to or abutting upon such sidewalk, requiring the removal of~~ to

remove such snow and ice within the period of time specified in the order 24 hours after receipt of such order. Such order may be served in accordance with section 1-16 of this code.

**SECTION 3. Amendment of Section 78-85.** Section 78-85 shall be amended to read as follows, new language underlined, deleted language ~~stricken~~:

Where it has been established that an owner or occupant of a lot, building or other premises ~~adjacent to or abutting upon a sidewalk~~ is in violation of section 78-80 of this article, the city manager or designee shall direct the owner or occupant employees or other designees to clear the section of sidewalk of accumulated snow and ice. ~~The city manager shall keep an accurate account of the expense incurred in clearing accumulated snow and ice with respect to each section of sidewalk cleared, and make a sworn statement of such account. If snow or ice has been pushed or redeposited upon public property in violation of Section 78-80, the city manager or their designee may immediately cause such snow or ice to be removed, without the notice otherwise required pursuant to this section or pursuant to Section 78-83, and charge the cost of such removal to the owner or occupant responsible pursuant to this Article.~~

**SECTION 4. Amendment of Section 78-86.** Section 78-86 shall be amended to read as follows, new language underlined, deleted language ~~stricken~~:

~~After an accounting for the expense of clearing snow and ice by the city as provided in section 78-85, ¶The cost of such clearing shall be charged against the owner or occupant person in charge of the land, who shall have 30 days to pay. If full payment is not made within that time, payment of the balance may be enforced as a special assessment against the lot, building or premises adjacent property as provided in the Charter and section 78-87 of this code, in addition to any other remedies provided by law or ordinance.~~

**SECTION 5. Repealer.**

All ordinances that conflict with this Ordinance are repealed to the extent necessary to give this Ordinance full force and effect.

**SECTION 6. Severability.**

The provisions of this Ordinance are severable. If any provision of this Ordinance is found invalid for any reason, such holding will not affect the validity of the remaining provisions of this Ordinance.

**SECTION 5. Effective Date.**

This Ordinance shall take effect fifteen (15) days after enactment, and after publication as provided by law and the Charter.

YEAS: Council Member(s) \_\_\_\_\_

NAYS: Council Member(s) \_\_\_\_\_

ABSTAIN: Council Member(s) \_\_\_\_\_

ABSENT: Council Member(s) \_\_\_\_\_

**CERTIFICATION**

As the City Clerk of the City of Brighton, Livingston County, Michigan, I certify this is a true and complete copy of an ordinance adopted by the City of Brighton Council at a regular meeting held on \_\_\_\_\_, 2025.

Date: \_\_\_\_\_, 2025

City Clerk \_\_\_\_\_

Tara Brown

First Reading: \_\_\_\_\_

Brief Publication: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Adoption: \_\_\_\_\_

Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL DECEMBER 9, 2025

**SUBJECT: 2026 BOARDS AND COMMISSION MEETING SCHEDULE NOTICE**

### **ADMINISTRATIVE SUMMARY**

The proposed schedule for the 2026 Boards and Commission meetings has been crafted to align with the designated dates and times for each board and commission. The finalized schedule notification will be published in accordance with the protocols outlined in the City of Brighton Charter Section 6.1 and the Open Meeting Act 15.265 Sec. 5(2).

### **RECOMMENDATION**

It is the recommendation of staff that City Council approves the 2026 Boards and Commission Meeting Schedule, Resolution #2025-25.

Prepared by: Tara Brown, City Clerk

Reviewed by: Gretchen Gomolka, City Manager

Attachments: Resolution #2025-25 with meeting notice

**CITY OF BRIGHTON**  
**2026 PUBLIC NOTICE OF MEETINGS**

The Brighton City Council, Boards, and Commissions operate from the Brighton City Hall Offices located at **200 N. First Street, Brighton, MI 48116**. Regular meetings are typically held in the City Council Chambers unless otherwise noticed. For inquiries, contact the office at **(810) 227-1911** or email **info@brightoncity.org**.

**CITY COUNCIL MEETINGS**

**Time:** 6:30 p.m.

**Meeting Dates:**

**January:** 13, 27  
**February:** 10, 24  
**March:** 10, 24  
**April:** 14, 28  
**May:** 12, 26  
**June:** 9, 23  
**July:** 14, 28  
**August:** 11, 25  
**September:** 8, 22  
**October:** 13, 27  
**November:** 10, 24  
**December:** 8, 22

**Retreat Date:** January 24, 9 a.m.

**Budget Work Session**

**Dates:** April 7, 8

**PLANNING COMMISSION**

**Time:** 7:00 p.m.

**Submittals Due:** 30 days prior to the meeting.

**Meeting Dates:**

**January:** 5  
**February:** 2  
**March:** 2, 16  
**April:** 6, 20  
**May:** 4, 18  
**June:** 1, 15  
**July:** 6, 20  
**August:** 3, 17  
**September:** 21  
**October:** 5, 19  
**November:** 2, 16  
**December:** 7, 21

**ZONING BOARD OF APPEALS**

**Time:** 7:00 p.m.

**Submittals Due:** 30 days prior to the meeting.

**Meeting Dates:**

**January:** 8  
**February:** 12  
**March:** 12  
**April:** 9  
**May:** 14  
**June:** 11  
**July:** 9  
**August:** 13  
**September:** 10  
**October:** 8  
**November:** 12  
**December:** 10

**DOWNTOWN DEVELOPMENT/BROWNFIELD REDEVELOPMENT AUTHORITY BOARD**

**Time:** 7:15 a.m.

**Meeting Dates:**

**January:** 20  
**February:** 17  
**March:** 17  
**April:** 21  
**May:** 19  
**June:** 16  
**July:** 21  
**August:** 18  
**September:** 15  
**October:** 20  
**November:** 17  
**December:** 15

**BRIGHTON ARTS & CULTURE COMMISSION**

**Time:** 6:00 p.m.

**Meeting Dates:**

**January:** 12  
**February:** 9  
**March:** 9  
**April:** 13  
**May:** 11  
**June:** 8  
**July:** 13  
**August:** 10  
**September:** 14  
**October:** 12  
**November:** 9  
**December:** 14

**BOARD OF REVIEW**

**Meeting Dates:**

**March 9:** 8:00 a.m. - 9:00 a.m.: Organizational Meeting  
9:00 a.m. - 12:00 p.m. & 1:00 p.m. - 5:00 p.m.: Appeals  
**March 11:** 5:00 p.m. - 9:00 p.m.: Appeals  
**March 23:** 9:00 a.m. - 12:00 p.m. & 1:00 p.m. - 4:00 p.m.: Appeals  
**July 21:** 9:30 a.m. Meeting  
**December 15:** 9:00 a.m. Meeting

**CITY OF BRIGHTON  
2026 MEETING DATES  
RESOLUTION #2025-25**

A RESOLUTION TO APPROVE THE CITY OF BRIGHTON CITY COUNCIL, BOARDS, AND COMMISSIONS MEETING DATES FOR 2026

At a regular meeting of the City Council of the City of Brighton, Livingston County, Michigan, held in the City Council Chambers at 200 N. First Street, in said City, on Tuesday, December 9, 2025, at 6:30 pm.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Council Member \_\_\_\_\_ and supported by Council Member \_\_\_\_\_.

**WHEREAS**, Chapter 6 of the Brighton City Charter provides for the procedures and miscellaneous powers and duties of the Brighton City Council; and

**WHEREAS**, Section 6.1 of the Brighton City Charter provides that the City of Brighton City Council shall provide by resolution for the time and place of its regular meetings and shall hold at least one meeting each month, and;

**WHEREAS**, the Brighton City Council finds it to be in the best interests of the health, safety and welfare of the City that it meets two times per month, unless on occasion timely and necessary City business can be addressed in one meeting per month.

**NOW THEREFORE BE IT RESOLVED THAT**, the City of Brighton hereby accepts and approves the meeting dates attached as Exhibit A as the regular meeting dates established for 2026. The Clerk is hereby directed to publish the aforementioned dates in accordance with the Michigan Open Meetings Act, MCL 15.261 et seq.

PRESENT:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

Tara Brown  
City Clerk

**CERTIFICATION**

The forgoing resolution was certified at a regular meeting of the City Council of the City of Brighton held on December 9, 2025

\_\_\_\_\_  
Tara Brown, City Clerk



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

DECEMBER 9, 2025

**SUBJECT:**        **CONSIDER APPROVAL OF A METRO ACT BILATERAL RIGHT-OF-WAY TELECOMMUNICATIONS PERMIT AND APPLICATION FOR EZEE FIBER TEXAS, LLC**

### **BACKGROUND**

The City of Brighton has received an application for a METRO Act bilateral right-of-way telecommunications permit and application from Ezee Fiber Texas, LLC, for nonexclusive authorization to construct, install, and maintain underground fiber-optic telecommunications facilities within designated public rights-of-way. The agreement outlines the company's responsibilities for safe installation, compliance with laws, restoration of disturbed areas, insurance, and coordination with municipal infrastructure needs. This permit ensures expanded fiber service while protecting the community's safety and infrastructure.

### **ADMINISTRATIVE SUMMARY**

- The State of Michigan's Metropolitan Extension Telecommunication Rights-of-way Oversight (METRO) Authority was established to assist telecommunication providers to cut through red tape and obtain permits without having to pay excessive fees or endure unnecessary delays.
- The applicant must follow all METRO Act rules including restoration of property.
- The applicant has completed the attached state approved METRO bilateral Form Right-of-way Telecommunications Permit and application for consideration of City Council.
- Within the applicant is a sketch showing the anticipated streets that will have fiber installation. As they begin the project, they will provide detailed maps and sketches to the city prior to starting each phase. Additionally, they will provide a certificate naming the City of Brighton as an additional insured entity on their insurance policy prior to work commencing.

### **RECOMMENDATION**

It is the recommendation of staff that City Council approve the attached METRO Act Permit Bilateral Form and application authorizing a right-of-way telecommunications permit to Ezee Fiber Texas, LLC and authorize the City Manager to execute the same

Prepared by: Tara Brown, City Clerk

Reviewed by: Gretchen Gomolka, City Manager

Reviewed by: City Attorney (Required for all agreements, ordinances, etc.)

Acceptable Form and Ready to Execute

Other \_\_\_\_\_

Attachments: Bilateral Form Right-Of-Way Telecommunications Permit  
METRO Act Permit Application Form  
Michigan Construction Presentation

**METRO Act Permit  
Bilateral Form  
Revised 12/06/02**

**RIGHT-OF-WAY  
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean Ezee Fiber Texas, LLC organized under the laws of the State of Texas whose address is 5959 Corporate Drive, Suite 2000, Houston, Texas 77036.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's City Manager 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 the City of Brighton, 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.

2.4 Conditions. This Permit and Permittee's access to and usage of the Public Right-of-Way is conditioned on, subject to, and requires compliance with, the Conditions identified in Exhibit C.

## 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 Permittee's local office (in or near Municipality) is:

Stephen Shafer, RVP, Construction Midwest  
1555 Landmeier Rd, Elk Grove Village, IL 60007  
(214) 808-5793

[stephen.shafer@ezeefiber.com](mailto:stephen.shafer@ezeefiber.com)

- 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:

Seann Perry, VP Engineering & Market Selection  
Ezee Fiber  
5959 Corporate Drive  
Houston, Texas 77036  
[Seann.perry@ezeefiber.com](mailto:Seann.perry@ezeefiber.com)  
713-405-1135

Jerome DeCuir, Senior Director, Network Development  
Ezee Fiber  
5959 Corporate Drive  
Houston, Texas 77036  
[Jerome.decuir@ezeefiber.com](mailto:Jerome.decuir@ezeefiber.com)  
713-689-8335

- 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:

Seann Perry, VP Engineering & Market Selection  
Ezee Fiber  
5959 Corporate Drive  
Houston, Texas 77036  
[Seann.perry@ezeefiber.com](mailto:Seann.perry@ezeefiber.com)  
713-405-1135

- 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:

Stephen Shafer, RVP, Construction Midwest  
1555 Landmeier Rd, Elk Grove Village, IL 60007  
(214) 808-5793  
[stephen.shafer@ezeefiber.com](mailto:stephen.shafer@ezeefiber.com)

- 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.  
(713)255-7500

- 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 174 of the Public Acts of 2013, as amended, MCL § 460.721 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 twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

## 12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to:

City of Brighton, Attn: City Manager, With a copy to:  
City of Brighton, Attn: City Clerk  
200 N 1st Street, Brighton, MI 48116

12.1.2 If to Company, to:

Ezee Fiber Texas, LLC, Attn: legal@ezeefiber.com,  
Attn: SVP, Government Affairs – Garner Duncan, 5959  
Corporate Dr., Suite 2000, Houston, Texas 77036. (972)  
898-5487. Garner.duncan@ezeefiber.com

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

## 13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

- 13.2 Duties. Company shall faithfully perform all duties required by this Permit.
- 13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8 and signed the acceptance of the Permit.
- 13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.
- 13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Brighton  
 \_\_\_\_\_  
 Gretchen Gomolka, City Manager  
 Date: \_\_\_\_\_

Attest:  
 By: \_\_\_\_\_  
 Tara Brown, Clerk,

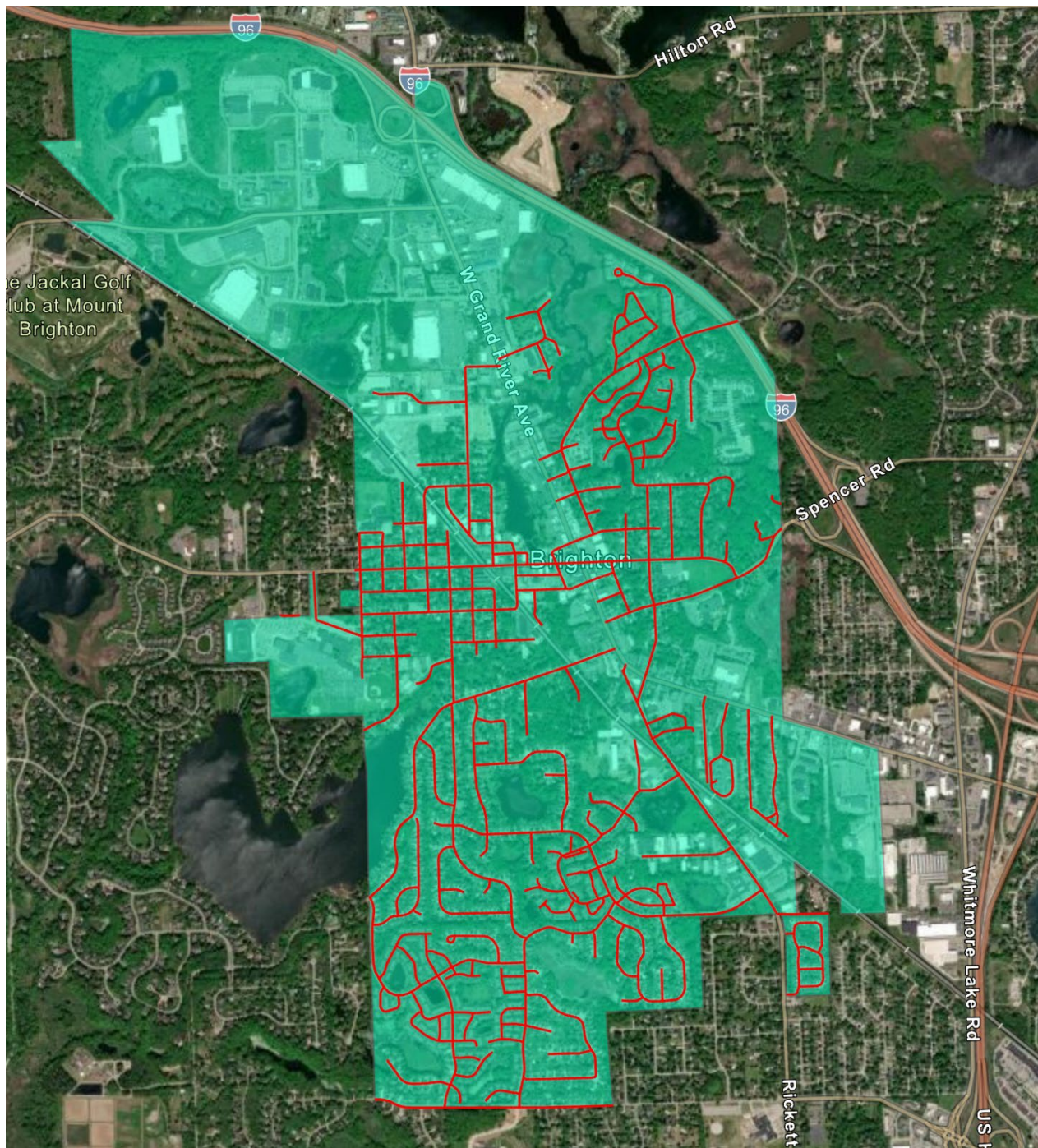
“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

EZEE FIBER TEXAS, LLC  
  
 By: \_\_\_\_\_  
 Its: Garner Duncan, SVP, Government Affairs  
 Date: \_\_\_\_\_

## Exhibit A

### Public Right-of-Way to be Used by Telecommunication Facilities

The Public Right-of-Way that Company is granted access to and the use of for approximately 246K feet, consisting of underground fiber optic cable in conduit shown in the Route Maps below, subject to the approval of more specific drawings.



**METRO Act Permit Application Form  
Revised February 2, 2015**

**City of Brighton**  
**Name of Local Unit of Government**

**APPLICATION FOR  
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY  
TELECOMMUNICATIONS PROVIDERS  
UNDER  
METROPOLITAN EXTENSION TELECOMMUNICATIONS  
RIGHTS-OF-WAY OVERSIGHT ACT  
2002 PA 48  
MCL SECTIONS 484.3101 TO 484.3120**

**BY**

**[Ezee Fiber Texas, LLC]  
("APPLICANT")**

**Unfamiliar with METRO Act?--Assistance:** Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at [http://www.michigan.gov/mpsc/0,4639,7-159-16372\\_22707---,00.html](http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html).

**45 Days to Act—Fines for Failure to Act:** The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

**Where to File:** Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at [insert address].

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**City of Brighton**  
**Name of Local Unit of Government**

**APPLICATION FOR  
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY  
TELECOMMUNICATIONS PROVIDERS**

By  
[Ezee Fiber Texas, LLC]  
("APPLICANT")

*This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).*

*This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).*

---

**1 GENERAL INFORMATION:**

- 1.1 Date: October 8, 2025
- 1.2 Applicant's legal name: Ezee Fiber Texas, LLC  
Mailing Address: 5959 Corporate Dr., Suite 2000, Houston, Texas 77036  
Telephone Number: 713-255-7500  
Fax Number: \_\_\_\_\_  
Corporate website: <https://ezeefiber.com/>

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Garner Duncan, SVP, Government Affairs  
Mailing Address: 5959 Corporate Dr., Suite 2000, Houston, Texas 77036  
Telephone Number: 972-898-5487  
Fax Number: \_\_\_\_\_  
E-mail Address: [Garner.Duncan@ezeefiber.com](mailto:Garner.Duncan@ezeefiber.com)

1.3 Type of Entity: (Check one of the following)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company**
- Individual
- Other, please describe: \_\_\_\_\_

1.4 Assumed name for doing business, if any: **Ezee Fiber**

Description of Entity: **Ezee Fiber is a rapidly growing Houston-based fiber telecommunications company that provides affordable and reliable multi-gig internet service to residential, business, and government customers through its 100% fiber-optic network.**

- 1.5.1 Jurisdiction of incorporation/formation; **Delaware**
- 1.5.2 Date of incorporation/formation; **March 19, 2021**
- 1.5.3 If a subsidiary, name of ultimate parent company; **I Squared Capital Advisors (US) LLC**
- 1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities). **CEO: Matt Marino; Mo Aslani, SVP, Financial Planning & Operations; Patrick Hildebrand, Chief Development Officer**

1.5 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

- **Ezee Fiber is certified by the Michigan Public Service Commission<sup>1</sup> to provide telecommunications services, and therefore does not need to provide financial information based on section 1.10. Please advise on what the City would accept to prove our financial ability to maintain our position in the ROW.**

1.6 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: **N/A**

1.7 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes **(No)**

*If "yes," please describe the circumstances.*

1.8 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

- 1.8.1 A felony; or
- 1.8.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

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<sup>1</sup> See Exhibit A.

Circle: Yes  **No**

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.9 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.9.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

*If no financial statements are provided, please explain and provide particulars.*

- **Ezee Fiber holds the attached certificate<sup>2</sup> from the Michigan Public Service Commission. Please see the answer to section 1.6.**

---

## **2 DESCRIPTION OF PROJECT:**

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

- **Authorization<sup>3</sup> is attached separately.**

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

- **Ezee Fiber will be installing fiber optic cable and other necessary facilities within public road rights of way, primarily underground. Ezee Fiber will be providing fiber to the premises for all residents and business owners along the serviceable route of the project.**

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

- **Please refer to the attached map<sup>4</sup>. The red lines represent approximate routes we would take to deliver fiber to the home. This is around 246K feet. The map provided intends to illustrate that Ezee Fiber intends to build the entire city—business, and residential areas of town. We will utilize underground construction and install new fiber in newly placed conduits.**

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<sup>2</sup> See Exhibit A.

<sup>3</sup> See Exhibit B.

<sup>4</sup> See Exhibit C.

2.4 Please provide an anticipated or actual construction schedule.

- **Construction would start as early as March 2025, or sooner if permits are approved sooner, and take approximately 6 months to complete, not including work stoppage due to winter and general weather.**

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

- **iSquared Capital.**

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

- **Ezee Fiber will maintain the facilities and can be contacted through the following number: 253-260-3600.**
- **Ezee Fiber facilities are to be installed in new conduit in existing rights-of-way and or easements, not in existing telecommunications facilities.**

### **3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:**

*Please provide the following or attach an appropriate exhibit.*

3.1 Address of Applicant's nearest local office;

- **5959 Corporate Dr., Houston, Texas 77036.**
- **A regional office will be opening at the address: 1555 Landmeier Rd, Elk Grove Village, IL 60007**

3.2 Location of all records and engineering drawings, if not at local office;

- **5959 Corporate Dr., Houston, Texas 77036.**

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of the contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

- **Seann Perry**
  - **VP. Engineering & Market Selection**
  - [seann.perry@ezeefiber.com](mailto:seann.perry@ezeefiber.com)
  - **713-405-1135**
  - **5959 Corporate Dr., Houston, Texas 77036**
- **Jerome DeCuir**
  - **Senior Director, Network Development**
  - [Jerome.decuir@ezeefiber.com](mailto:Jerome.decuir@ezeefiber.com)
  - **713-689-8335**
  - **5959 Corporate Dr., Houston, Texas 77036**

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following: **Please see our attached Certificate of Insurance<sup>5</sup>.**

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.


- **Construction contractor will be GAC Enterprises LLC, and Ezee Fiber will perform maintenance and operations**

#### **4 CERTIFICATION:**

*All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.*

#### **NAME OF ENTITY ("APPLICANT")**

Ezee Fiber Texas, LLC

By: 

Type of Print Name: Garner Duncan

SVP, Government Affairs

Title

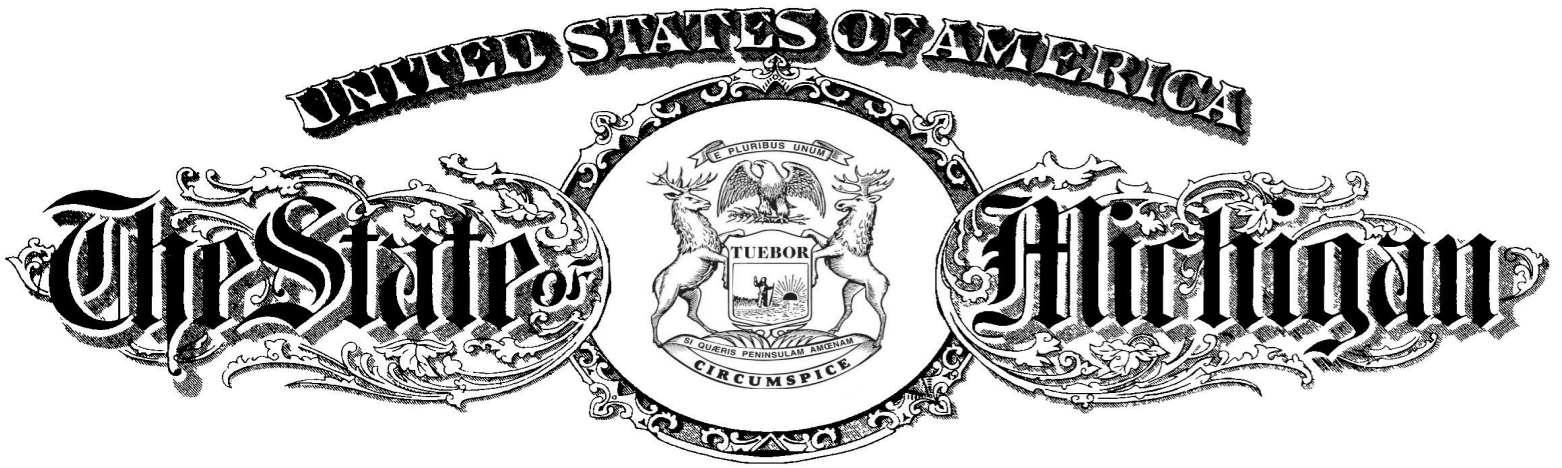
10/08/2025

Date

S:\metroapplicationform.doc

<sup>5</sup> See Exhibit D.

# EXHIBIT A



Lansing, Michigan

This is to Certify That

**EZEE FIBER TEXAS, LLC**

*a(n) Delaware FOREIGN LIMITED LIABILITY COMPANY.*

*was validly authorized on November 2 , 2023, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.*

*This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 27th day of May , 2025.*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 25050616805

# EXHIBIT B

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

\*\*\*\*\*

In the matter of the application of	)	
<b>EZEE FIBER TEXAS, LLC</b> , for a temporary and	)	
permanent license to provide basic local exchange	)	Case No. U-21663
service throughout the state of Michigan.	)	
_____	)	

At the January 23, 2025 meeting of the Michigan Public Service Commission in Lansing, Michigan.

PRESENT: Hon. Daniel C. Scripps, Chair  
Hon. Katherine L. Peretick, Commissioner  
Hon. Alessandra R. Carreon, Commissioner

**ORDER**

On June 10, 2024, Ezee Fiber Texas, LLC (Ezee Fiber) filed an application, with supporting testimony and exhibits, under the Michigan Telecommunications Act (MTA), MCL 484.2101 *et seq.*, for a temporary and permanent license to provide basic local exchange service throughout the state of Michigan. On October 31, 2024, Ezee Fiber filed an amended application and exhibits. On November 21, 2024, Ezee Fiber was granted a temporary license.

At an evidentiary hearing held on December 18, 2024, Ezee Fiber presented the testimony and exhibits of Ken Bonvillian, Ezee Fiber’s Vice President of Sales and External Affairs. At the close of the hearing, the parties (Ezee Fiber and the Commission Staff) waived compliance with Section 81 of the Michigan Administrative Procedures Act of 1969, MCL 24.281.

After a review of the application, testimony, and exhibits, as amended, the Commission finds that approval of the application is in the public interest. On numerous occasions, the Commission

has found that competition can be advantageous to the residents of this state. Approval of the request for a license to provide basic local exchange service will expand the opportunities for competition. Accordingly, the application, as amended, is approved.

The grant of a license is conditioned on full compliance with the provisions of the MTA, as well as the anti-slamming procedures adopted in Case No. U-11900, and the number reclamation process adopted in Case No. U-12703. Failure to comply fully may result in revocation of the license and other penalties. The grant of a license is conditioned upon the provision of service to customers within a reasonable time. Failure to do so may result in revocation of the license. Finally, the Commission notes that any numbers obtained by the applicant are a public resource and are not owned by the applicant. If the applicant fails to provide service or goes out of business, any numbers assigned to it are subject to reclamation.

THEREFORE, IT IS ORDERED that:

A. Ezee Fiber Texas, LLC, is granted a permanent license to provide basic local exchange service throughout the state of Michigan.

B. Ezee Fiber Texas, LLC, shall provide basic local exchange service in accordance with the regulatory requirements specified in the Michigan Telecommunications Act, MCL 484.2101 *et seq.*, including the number portability provisions of MCL 484.2358, the anti-slamming procedures adopted in Case No. U-11900, and the number reclamation process adopted in Case No. U-12703.

C. Before commencing basic local exchange service, Ezee Fiber Texas, LLC, shall submit its tariff reflecting the services that it will offer and identifying the exchanges in which it will offer service.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so by the filing of a claim of appeal in the Michigan Court of Appeals within 30 days of the issuance of this order, under MCL 484.2203(12). To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at [LARA-MPSC-Edockets@michigan.gov](mailto:LARA-MPSC-Edockets@michigan.gov) and to the Michigan Department of Attorney General - Public Service Division at [sheacl@michigan.gov](mailto:sheacl@michigan.gov). In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General - Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION



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Daniel C. Scripps, Chair



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Katherine L. Peretick, Commissioner



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Alessandra R. Carreon, Commissioner

By its action of January 23, 2025.



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Lisa Felice, Executive Secretary

# PROOF OF SERVICE

STATE OF MICHIGAN )

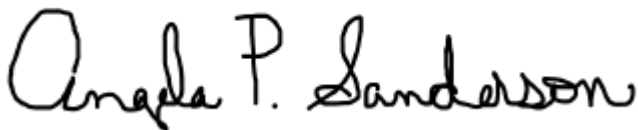
Case No. U-21663

County of Ingham )

Brianna Brown being duly sworn, deposes and says that on January 23, 2025 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).

  
Brianna Brown

Subscribed and sworn to before me  
this 23<sup>rd</sup> day of January 2025.



Angela P. Sanderson  
Notary Public, Shiawassee County, Michigan  
As acting in Eaton County  
My Commission Expires: May 21, 2030

**Service List for Case: U-21663**

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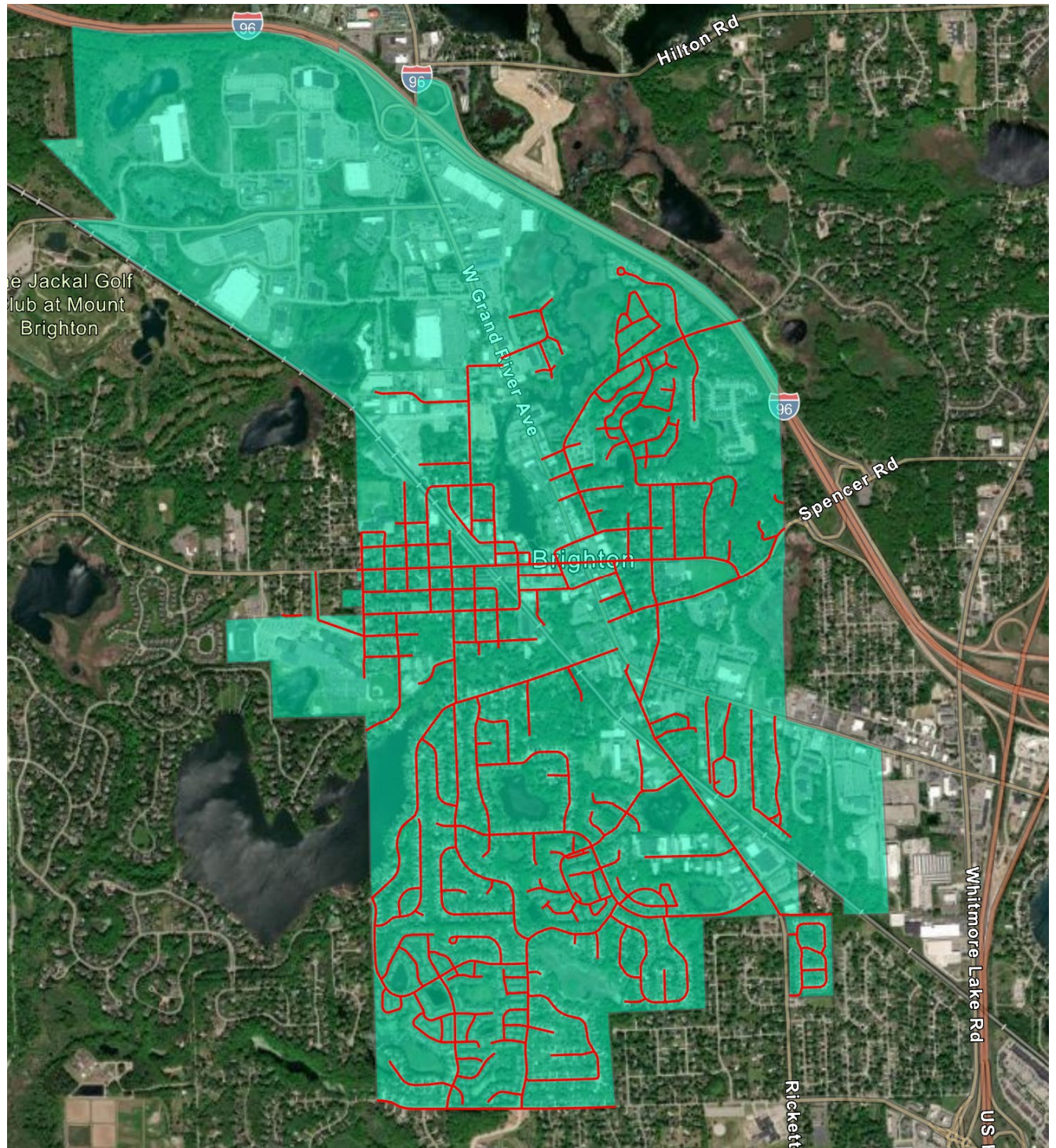
<b>Name</b>	<b>On Behalf Of</b>	<b>Email Address</b>
Ezee Fiber Texas, LLC	Ezee Fiber Texas, LLC	sgallagher@fraserlawfirm.com
Jonathan F. Thoits	ALJs - MPSC	thoitsj@michigan.gov
Michael J. Orris	MPSC Staff	orrism@michigan.gov
Sean P. Gallagher	Ezee Fiber Texas, LLC	sgallagher@fraserlawfirm.com

# EXHIBIT C

# EXHIBIT C

The map provided intends to illustrate that Ezee Fiber intends to build the entire city—business, and residential areas of town. The red lines represent approximate routes we would take to deliver fiber to the home. This is around 246K feet. For clarification regarding the method of delivery, we would like to confirm that we will utilize underground construction and install new fiber in newly placed conduits. There will be no aerial components associated with this project.

Ezee Fiber will send the high and low level design maps upon completion. This will be completed by our engineering and design firm after the METRO Act Application is approved and about 3-4 months prior to the preferred construction start date.



# EXHIBIT D



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Security Corporation Agency 10205 Westheimer Rd., Ste. 1100 Houston, TX 77042	<b>CONTACT NAME:</b> DeAnn Loukanis <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> dloukanis@securancecorp.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  Ezee Fiber Texas LLC 5959 Corporate Drive Houston, TX 77036	<b>INSURER A :</b> Continental Casualty Company <b>NAIC #</b> 20443
	<b>INSURER B :</b> Continental Insurance Company <b>35289</b>
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

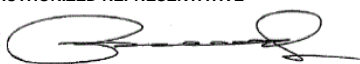
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7095251213	1/1/2025	1/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7095116006	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7095116040	1/1/2025	1/1/2026	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			7095116037	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Limited Pollution			7095251213	1/1/2025	1/1/2026	Ea Limited Incident	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Auto Liability policies contains a special endorsement with "Primary and Noncontributory" wording.

The General Liability, Auto Liability and Workers Compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder.  
SEE ATTACHED ACORD 101

<b>CERTIFICATE HOLDER</b>  City of Brighton 200 N 1st Street Brighton, MI 48116	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Securance Corporation Agency</b>		NAMED INSURED <b>Ezee Fiber Texas LLC</b> 5959 Corporate Drive Houston, TX 77036	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

The General Liability policy includes an endorsement providing that 30 day notice of cancellation (or coverage change) will be furnished to the certificate holder. Notice is sent to the certificate holders with mailing addresses on file with the agent or the company. This endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

Umbrella policy is follow form.

**Technology General Liability Extension Endorsement**

- A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
- B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

**20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**21. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
  - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
    - 1. The **written contract** requires you to provide the additional insured such coverage; and
    - 2. This **Coverage Part** provides such coverage; and
  - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
    - 1. Coverage broader than what you are required to provide by the **written contract**; or
    - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
  - 1. The **written contract** requires you to provide the additional insured such coverage; and
  - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

**A.** Was executed prior to:

1. The **bodily injury** or **property damage**; or
  2. The offense that caused the **personal and advertising injury**;
- for which the additional insured seeks coverage; and

**B.** Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1.  Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 03 04 B (06-2014)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 54; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 95116037

Policy Effective Date: 01/01/2025

Policy Page: 195 of 202



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** EZEE FIBER TEXAS LLC

**Endorsement Effective Date:** 01/01/2025

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7095116006

Policy Effective Date: 01/01/2025

Policy Page: 93 of 556



ADDITIONAL INSURED ENDORSEMENT - CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

<b>SCHEDULE</b>
<b>Name of Additional Insured Person Or Organization</b>
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. Paragraph **A.1. Who Is An Insured** of Section **II - LIABILITY COVERAGE** is amended to include as an additional insured the person or organization scheduled above, but only if you are required by **"written contract"** to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
  - a. The person or organization is an additional insured only with respect to **"bodily injury"** or **"property damage"** arising out of a covered **"auto"** and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
  - b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
  - c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
    - (1) Required by the **"written contract"**; or
    - (2) Afforded to you under this policy.
3. Condition **2. Duties In the Event of Accident, Claim, Suit or Loss** of Section **IV - BUSINESS AUTO CONDITIONS** is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- a. Give us written notice of an **"accident"** which may result in a claim or **"suit"** under this insurance, and of any claim or **"suit"** that does result;
- b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
- c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or **"suit"**; and
- d. Tender the defense and indemnity of any claim or **"suit"** to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the **"written contract"** requires this insurance to be primary and non-contributory, this provision **d.** does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a **"suit"**.

4. Only for the purpose of the insurance provided by this endorsement, **SECTION V - DEFINITIONS** is amended to add the following definition:

Form No: CNA71526XX (10-2012)	Endorsement Effective Date:	Endorsement Expiration Date:	Policy No: BUA 7095116006
Endorsement No: 15; Page: 1 of 2	Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606		Policy Effective Date: 01/01/2025
			Policy Page: 117 of 556



**“Written contract”** means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71526XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 2 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7095116006

Policy Effective Date: 01/01/2025

Policy Page: 118 of 556



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

**SCHEDULE**

**Name of Additional Insured Person Or Organization**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement No: 16; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7095116006

Policy Effective Date: 01/01/2025

Policy Page: 119 of 556



**NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS**

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement No: 14; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7095116006

Policy Effective Date: 01/01/2025

Policy Page: 116 of 556



NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



Policy Holder Notice - Countrywide

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020001370952512130257





**Delivering premium  
multi-gig fiber internet.**

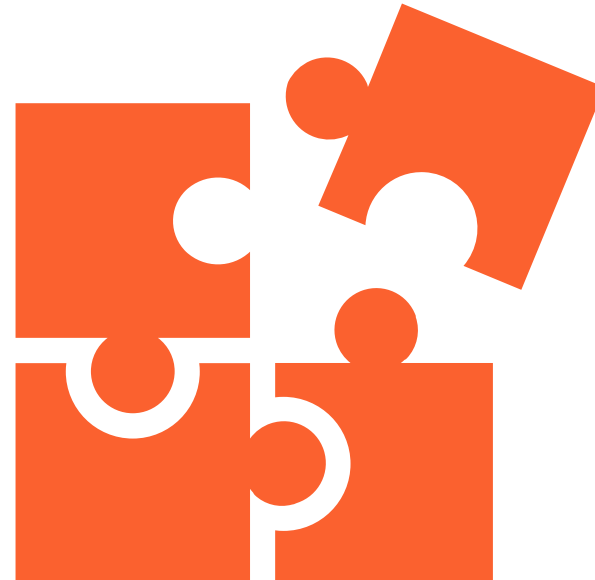
# Agenda

- Who is Ezee Fiber?
  - Our Mission
  - Our Value Prop
  - Core Values
- Customer & Industry Reviews
- Commitment to Resident Communication
- Construction Communications
  - Construction Notification
  - Support & Helpline
- Advanced Technology Makes the Difference
- Contact Information
- Q&A



# Our Mission

*Continually set the new standard for fiber internet  
by being, **Different for Life.***



# Our Value Prop

- We provide a premium customer experience without complex ordering processes, confusing offers, data caps, contracts, or price increases. Ever.
- We refuse to settle for second best or spin common benefits into unique selling points. Where others offer vanity speeds with unconscionable price tags, we make multi-gig speeds up to 8 Gig affordable and accessible.
- We build a premium carrier-grade network delivering 99.99% reliability.
- Where others boast simplicity, we prove it in everything we do, from our straightforward marketing to our lifetime pricing.





# Our Core Values

## Integrity

- Integrity is the cornerstone of our culture. We prioritize respect, humility, and the principle of always doing the right thing even when no one is looking.

## Compassion

- We are driven to form meaningful connections with our employees, customers, and communities that go well beyond providing the highest quality of service.

## Accountability

- We recognize that taking responsibility for our work is foundational in
- building trust and developing lifelong relationships.

## Collaboration

- We operate, innovate, and thrive by fostering an environment of open communication. We value the diverse talents and perspectives of our employees, customers, and community.



# What our customers are saying

- *“Amazing customer service! We have experienced a perfect connection since we’ve changed to Ezee Fiber. Faster speeds, no buffering and they cut our internet bill in HALF!” - Jennifer A.*
- *“I recently had the pleasure of having Ezee Fiber installed at my home, and I cannot say enough good things about the experience. - Michael B.*
- *“Ezee Fiber has been amazing to work with from the first phone call inquiring about their service to the technician walking out the door after completing installation. Hands down the best service all around.” - Jackie B.*
- *“Out of the many service providers I've had over the years, Ezee is by far the best in terms of both value and service.” - Joshua L.*

## OUR CUSTOMER REVIEWS

4.9



Fastest Internet in Texas




# Our Communication Plan

**Our Communication Plan is aligned with our Core Values. It's designed to notify residents early and often.**

- A minimum of three Construction Notification letters / postcards mailed to each resident
- Door hangers placed on each door along our construction path- before and day-of.
- Construction Notification "Lollipops" are placed along our fiber construction path (where allowed)
- All materials contain local phone number and/or email address of local construction manager




# New Market Announcement




## Featuring 5 Gig & 8 Gig speeds.


eero Max 7 router  
included.




Scan or call to  
pre-register.



872.201.8088  
fast.ezeefiber.com

OUR CUSTOMER REVIEWS  
4.9 ★★★★★  10,000+  
REVIEWS



Fastest ISP in West  
South Central US

**Hey neighbor, big news:  
premium internet is on the way.**

**Let's face it:** Dealing with other internet providers can be a hassle. Slow speeds, data caps, and frustrating customer service can ruin any day.

We get it. That's why our team at Ezee Fiber is moving to your neighborhood, bringing **multi-gig fiber speeds and lifetime pricing** along with us.


**Why Ezee Fiber?**

- » Symmetrical speeds up to 8 Gig
- » No data caps, contracts, or gimmicks
- » Game-changing eero home Wi-Fi

Call or visit [fast.ezeefiber.com](https://fast.ezeefiber.com) today to pre-register.

*Greg Thomas*  
Greg Thomas  
SVP, Midwest Region

Want your first month on us?  
Pre-register today and add a \$10 Ezee Pass for priority installation, a free RTIC tumbler, and your first month on us.



Example

# Construction Notifications

## Construction Postcard #1

Sent to homeowners 60 (+/-) days before construction begins. It informs homeowners of what to expect during the Ezee Fiber construction process.

**Better internet, headed your way**

Our crews will soon begin working to install our 100% fiber network in your area. This means multi-gig speeds and lifetime pricing, all at your fingertips — minus the usual headaches.

**Here's what to expect:**


- Paint & Flags** — You may notice flags and colored markings along the intended fiber path within utility easements. These are to mark underground utilities, so please do not remove them.
- Door Hangers** — We'll notify you with a door hanger a few days before construction is expected to begin.
- Our Crews** — Teams will arrive within 2-5 days (weather permitting). Construction may get messy, so we appreciate your patience during this process.

**Our Promise:**

We will restore any disturbed property to its original condition. We encourage you to run your sprinkler system and contact us immediately if you notice any leaks.

Weather permitting, the restoration phase should last 10-14 days post-construction.

[Learn more.  
ezeefiber.com](https://ezeefiber.com)



Example

## Construction Letter #2

Sent to homeowners 45 (+/-) days before construction begins.

**Better internet, headed your way.**

Over the next few weeks, our crews will be hard at work installing our next-gen, 100% fiber network in your neighborhood. That means you can soon enjoy the multi-gig speeds you want and the gimmick-free lifetime pricing you deserve. In other words? Get ready for a better fiber internet experience.

**Here's what to expect:**

- Paint & Flags** — You may notice colored flags and chalk paint markings along the intended fiber path within the utility easement. These are to mark underground utilities like gas, water, and electricity, so please do not remove them.
- Door Hangers** — We'll notify you with an Ezee Fiber door hanger 2-5 days before construction is expected to begin on or near your property.
- Our Crews** — We use a minimally invasive boring method to install our fiber network, but construction may get messy, so we sincerely appreciate your patience as construction begins.


**Our Promise:**

We will restore any disturbed property to its original condition. We encourage you to run your irrigation system and contact us immediately if you notice any leaks. Weather permitting, the restoration phase can last 10-14 days after construction in your community is complete.

*Greg Thomas*  
Greg Thomas  
SVP, Midwest Region

**Want to learn more?**

**Scan the code to learn more about our construction process.**




[ezeefiber.com](https://ezeefiber.com)

## Fiber Is Coming Postcard

Sent to homeowners 35 (+/-) days before construction begins.

**100% Fiber internet is coming.**



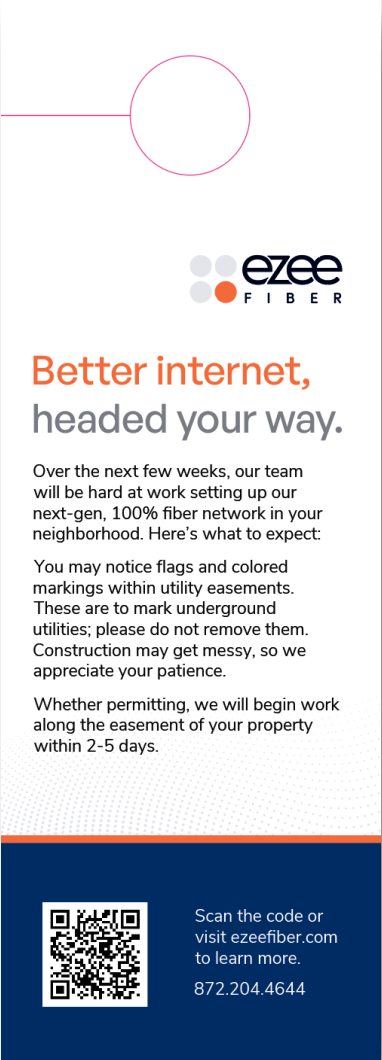
Example




# Construction Notifications

## Better Internet Headed Your Way

- First door hanger
- Placed on doors 2-5 days before construction begins on / near property
- Explains what to expect during construction
- How to get help if you need it
- Our Promise to restore your property




The front of the door hanger notification card features a white background with a pink circle and line graphic at the top. The ezeefiber logo is centered, followed by the headline "Better internet, headed your way." in orange and grey. Below this, three paragraphs of text explain the construction process, utility markings, and the restoration promise. A QR code and contact information are located in a dark blue footer.

  
**Better internet,**  
headed your way.

Over the next few weeks, our team will be hard at work setting up our next-gen, 100% fiber network in your neighborhood. Here's what to expect:

You may notice flags and colored markings within utility easements. These are to mark underground utilities; please do not remove them. Construction may get messy, so we appreciate your patience.

Whether permitting, we will begin work along the easement of your property within 2-5 days.

 Scan the code or visit [ezeefiber.com](http://ezeefiber.com) to learn more.  
872.204.4644



The back of the door hanger notification card features a white background with a pink circle and line graphic at the top. It contains three sections of text: "Where will we be working?", "What to expect?", and "Our Promise." Below this is a diagram of a house with a "Public right of way" area marked in orange. The bottom section is a dark blue footer with the text "Questions? Contact a local customer support representative at 872.204.4644." and the ezeefiber logo.

  
**Where will we be working?**  
A public utility easement or a "road right of way" is a specific portion of your property owned by the city to access and maintain city utilities. We will be working in these designated areas of your property during this process.

**What to expect?**  
Weather permitting, we will begin work along the easement of your property within 2-5 days.

**Our Promise.**  
We will restore any disturbed property to its original condition. After construction is complete, and weather permitting, the restoration phase could last 10-14 days.

  
Public right of way

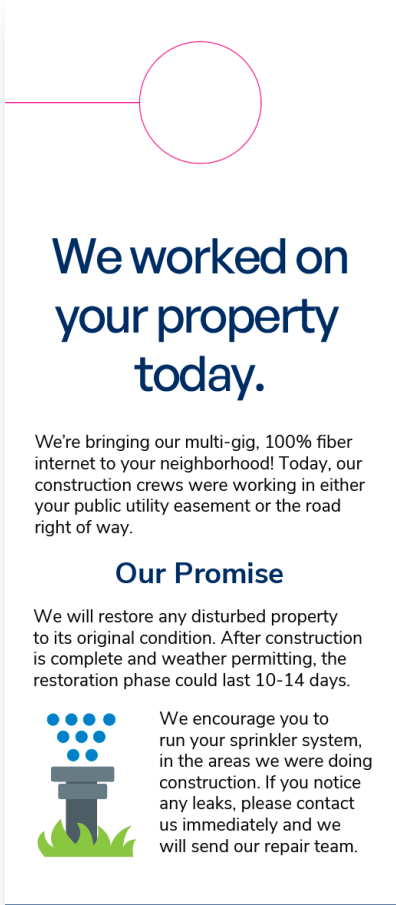
**Questions?**  
Contact a local customer support representative at 872.204.4644.



# Construction Notifications

## We Worked On Your Property Today

- Second door hanger
- Placed on the door the day of construction, informing homeowners we were there
- Reiterates how to get help with construction
- Our Promise to restore your property




**We worked on your property today.**


We're bringing our multi-gig, 100% fiber internet to your neighborhood! Today, our construction crews were working in either your public utility easement or the road right of way.

**Our Promise**

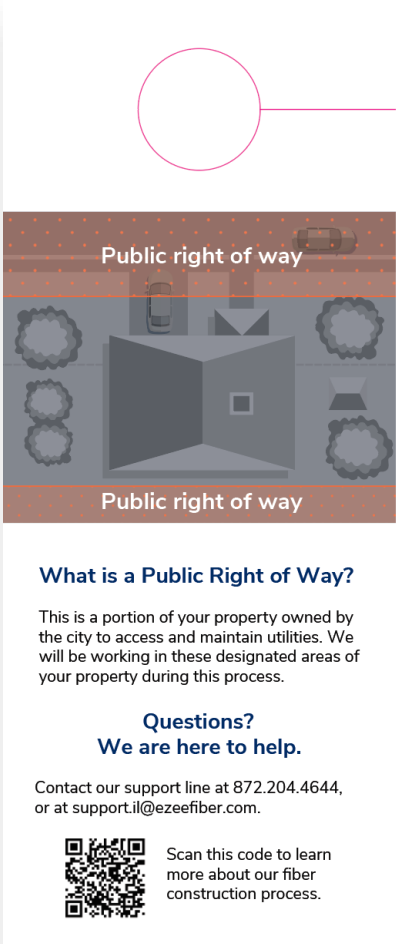
We will restore any disturbed property to its original condition. After construction is complete and weather permitting, the restoration phase could last 10-14 days.




We encourage you to run your sprinkler system, in the areas we were doing construction. If you notice any leaks, please contact us immediately and we will send our repair team.



**ezee**  
F I B E R  
support.il@ezeefiber.com



**Public right of way**




**Public right of way**

**What is a Public Right of Way?**


This is a portion of your property owned by the city to access and maintain utilities. We will be working in these designated areas of your property during this process.

**Questions?  
We are here to help.**

Contact our support line at 872.204.4644, or at support.il@ezeefiber.com.



Scan this code to learn more about our fiber construction process.



**ezee**  
F I B E R



# Construction Notifications: Identification

## "Lollipop Signs" (where applicable)

To inform homeowners of our intended build path.



The image shows a square sign with a white background and a dark blue footer. At the top is the Ezee Fiber logo, consisting of four circles (three grey, one orange) and the text 'ezee FIBER'. Below the logo, the text 'FIBER OPTIC CONSTRUCTION' is written in large, bold, dark blue letters. Underneath, it says 'We're building a 100% fiber optic network.' in bold black text. A smaller line of text reads: 'The construction phase is temporary, and minimizing disruptions is our goal. If our work affects your property, we will make sure to restore it to its original condition after all construction is complete.' The dark blue footer contains the text 'Questions? Call 872.204.4644' and 'EzeeFiber.com/fiber-construction' in white.

Example: 4" x 4" approximate size

## Contractor Magnet

This is a magnet that is placed on the trucks of contractors while they are working.



The image shows a rectangular magnet with a white background. At the top, the text 'CONTRACTOR FOR' is written in bold black letters. Below this is the Ezee Fiber logo, which includes four circles (three grey, one orange) and the text 'ezee FIBER'. At the bottom, the text '872.204.4644 | EzeeFiber.com' is written in bold black letters.



# Our Promise

## Our Promise to restore your property

We will restore any disturbed property to its original condition, or better.

After construction is complete, and weather permitting, the restoration phase could last 7-14 days.



# Our Construction Support Process

**Our commitment is to listen, document your concerns and address them as quickly as possible.**

- Call **253.260.3600** to reach an Ezee Fiber Construction Support Specialist. Or email [support.il@ezeefiber.com](mailto:support.il@ezeefiber.com) (example).
- Our Support Specialists can answer a wide array of questions, and if needed, will provide a case number and escalate your concern to a Local Construction Manager.
- The Construction Manager typically will reach out within 24 hours to review your concerns and plan the next steps towards resolution. Emergencies are escalated immediately.
- **We currently resolve 95% of our Construction Referral Tickets within 7 days.**
- Our commitment to delivering an exceptional customer experience is highlighted by our 10,000+ Customer Google Reviews.

Ezee Fiber

4.9 ★★★★★ 10,814 Google reviews



# Contact Us

Available to answer your questions

- **Ezee Fiber Customer Service**  
253.300.6500
- **Ezee Fiber Construction Support Specialist**  
253.260.3600
- **Ezee Fiber Support Email**  
[support.il@ezeefiber.com](mailto:support.il@ezeefiber.com)

**Let's connect!**



# Our Technology

## Advanced GIS systems help us serve you better!

Construction efforts are tracked in real time

- Pre-construction photos
- Post-construction photos
- Up to date tracking of progress

**Louetta 5 Span: 099**

Edit Get directions Zoom to

PROJECT_NAME	Louetta 5
WORK_ORDER_ID	5.12.3
STATUS	Fiber Placed
CALCULATED_LENGTH	134.00
SPAN ID	099
Conduit Placed Date	5/22/2024, 10:25 AM
Fiber Placed Date	6/10/2024, 9:09 AM
Ready For QC Date	
Existing Date	
Span_Profile	Normal

Last edited by cbrown\_Lightsett on 6/11/2024, 7:31 PM.

Louetta 3 Structure: 101056

Edit Get directions Zoom to

Structure Details

PROJECT_NAME	Louetta 3
FDA_ID	
WORK_ORDER_ID	3.14.4
STATUS	Handhole Placed
GROUNDING	No
DIMENSIONS	10" Round
LATITUDE	30.02
LONGITUDE	95.56
Handhole Placed Date	4/22/2024, 11:09 AM
Ready for QC Date	
Remediation Complete Date	
Existing Date	



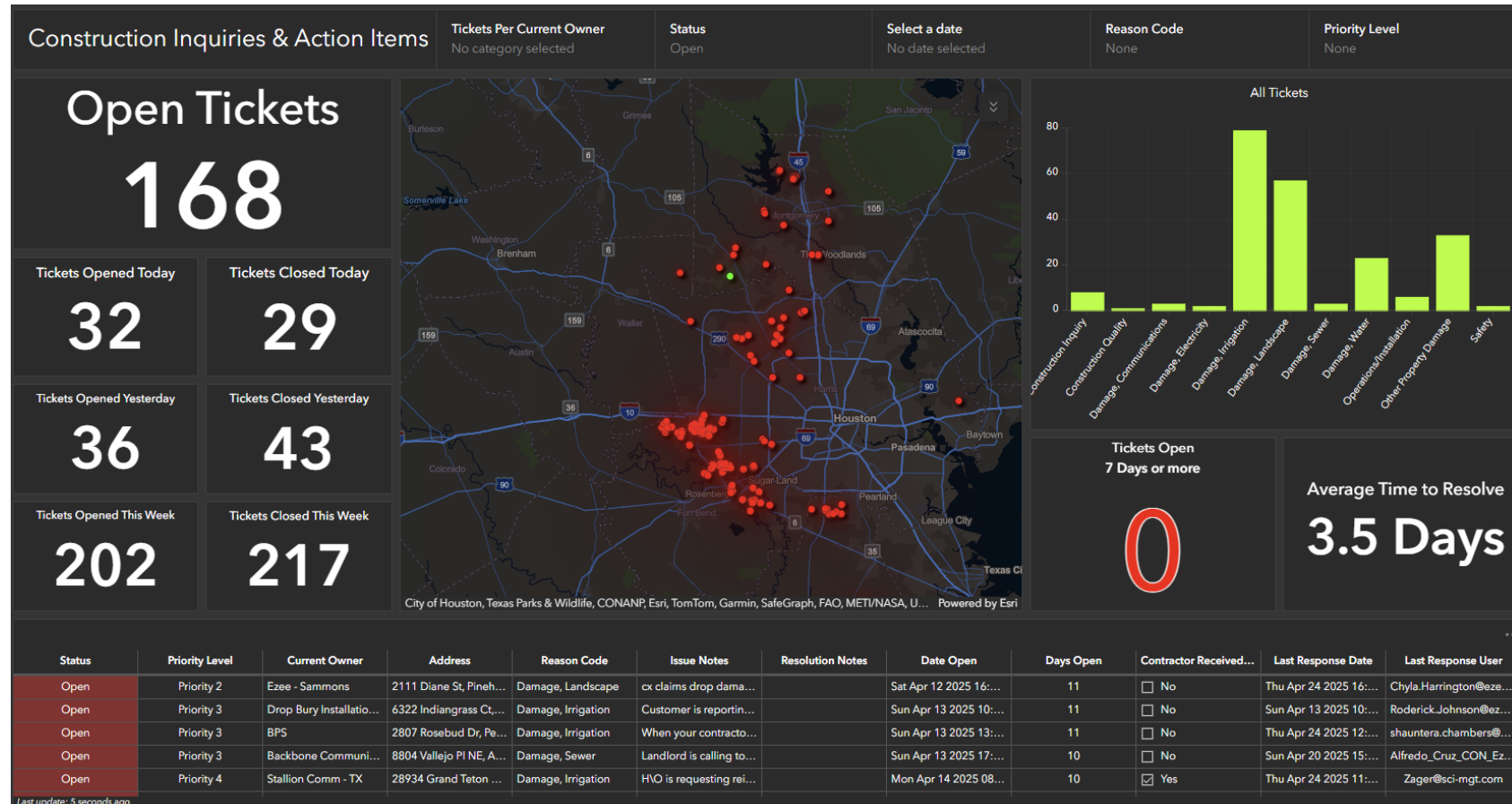
# Our Technology



# Our Technology

## Advanced GIS systems help us serve you better!

- Construction inquiries and support tickets are logged and monitored 24/7



# Community Engagement

## Our goal is to become a partner and a resource

When we make the decision to invest in a community, we also support local pillars such as the Chamber, small businesses, non-profits, first responders, ISDs and HOAs.



# Leadership Team Members

- **Patrick Hildebrand, Chief Development Officer**  
[Patrick.hildebrand@ezeefiber.com](mailto:Patrick.hildebrand@ezeefiber.com)
- **Garner Duncan, SVP of Government Affairs**  
[Garner.duncan@ezeefiber.com](mailto:Garner.duncan@ezeefiber.com)
- **Seann Perry, VP of Engineering**  
[Seann.perry@ezeefiber.com](mailto:Seann.perry@ezeefiber.com)
- **Greg Thomas, SVP/GM of Midwest**  
[Gregory.thomas@ezeefiber.com](mailto:Gregory.thomas@ezeefiber.com)
- **Matt DeMuro, VP of Construction**  
[Matt.demuro@ezeefiber.com](mailto:Matt.demuro@ezeefiber.com)
- **Jonathan Carroll, Director of Government Affairs**  
[jonathan.carroll@ezeefiber.com](mailto:jonathan.carroll@ezeefiber.com)



# Q&A

*Thank you for your time.*

