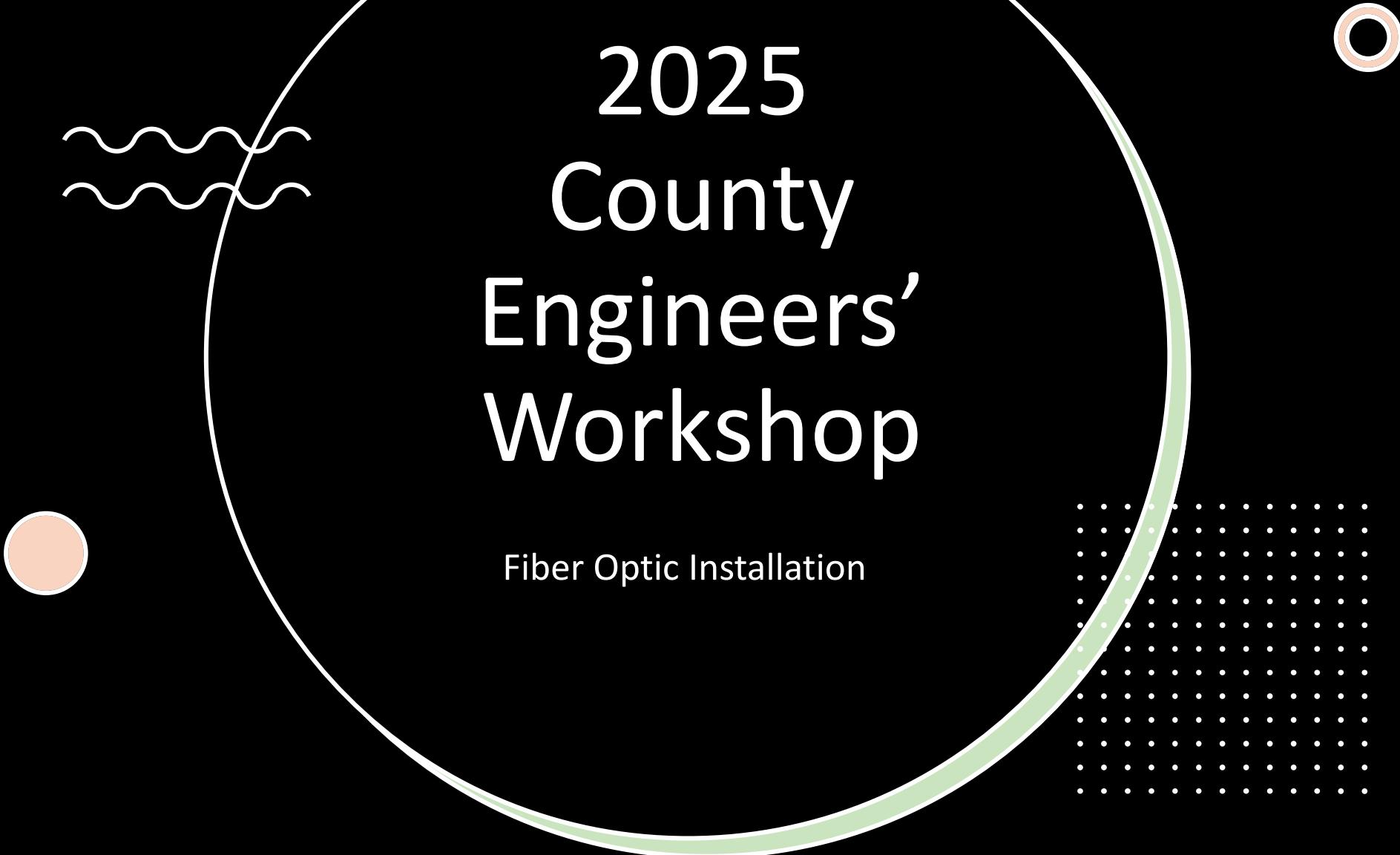


# 2025 County Engineers' Workshop

Fiber Optic Installation



2023-2024  
Watersmeet Township  
Gogebic County, Michigan

# Fiber Optic Installation



- Owner: Highline
- Contractor: Altantic Engineering Group, LLC (AEG)  
Trueline Infrastructure Solutions, LLC
- Permit Submitted. GCRC requested a third-party inspector at the expense of Highline due to past practices in other Counties.

# Third Party Inspection

Inspection fee deposit was provided in the amount of \$30,000

GOGEBIC COUNTY ROAD COMMISSION TSP AND VSP RIGHT-OF-WAY PERMIT  
SPECIAL PROVISION THIRD-PARTY INSPECTION FEES DEPOSIT

This document supplements the (1) Procedures and Criteria for TSP, VSP and Small Cell Wireless Work Within the Right-of-Way Permits; (2) Telecommunication and Video Service Provider Right-of-Way Permit Policy and Fee Schedule; and (3) Application and Permit to Construct, Operate, Use and/or Maintain within the Right-of-Way of, or to Close, a County Road Right-of-Way ("ROW Permit") issued by the Gogebic County Road Commission ("the Road Commission") to any Telecommunication Service Provider ("TSP") or Video Service Provider ("VSP") (collectively, "Provider") conceding the installation, maintenance, and operation of telecommunication or video services within a County Road Right-of-Way.

This document creates a Special Provision with terms and conditions concerning the Provider's responsibility for the Road Commission's costs and expenses incurred in connection with Third-party Inspections of the ROW during the period in which the Provider's ROW Permit is effective, which apply to said Procedures and Criteria; TSP and VSP ROW Permit Policy and Fee Schedule; and ROW Permit, in addition to those already contained in the Road Commission's Application/Permit form:

**TSP and VSP ROW Permit Third-Par Inspection Fee Deposit Requirements**

The Road Commission is entitled to full recovery of all costs and fees associated with any Right-of-Way Permit and the general or special terms and conditions as provided in MCL 224.19b, or otherwise at law, and as set forth in the Road Commission's adopted schedule.

In addition to the TSP and V SP ROW Permit Fee Schedule and the ROW Permit Fees, the Provider shall pay for any and all additional necessary and actual costs for any inspections required for any Permit related to work in a right-of-way by that Provider.

The Road Commission shall have the right, at the Provider's sole expense, to inspect the Provider's work before, during and after construction, and thereafter annually, or more frequently, if necessary, as determined by the Road Commission. The Road Commission shall have the right, at its sole discretion, to contract a qualified third-party to perform said inspections.

The Road Commission may, at its sole discretion, require the Provider to post a "Third-Party Inspection Fee Deposit" (or similar security acceptable to the Road Commission) in the amount set forth below for the Road Commission's necessary costs and expenses incurred in acquiring the performance of said inspection to ensure full compliance with these terms and conditions, including but not limited to the removal of the facilities at the termination of this Permit, as provided in MCL 224.19b and set forth in the Road Commission's adopted fee schedule. Proof of such deposit or security shall be attached to these terms and conditions as Exhibit B.

The costs for such Third-Party Inspections shall be drawn from the Third-Party Inspection Fee Deposit as said inspections occur through the completion and final acceptance by the Road Commission of the Provider's work. When the Third-Party Inspection Fee Deposit comes depleted to the amount specified below, the Road Commission shall provide the Provider with an invoice of the services performed by the Third-Party Inspector. The Provider shall within \_\_\_\_\_ (\_\_\_\_\_) business

days of receipt of the invoice from the Road Commission replenish the Initial Deposit Amount established below.

Third-Part Inspections fees shall be on an hourly basis and shall be the Part-Time Inspection Hourly Fee or the Full-Time Inspection Hourly Fee designated below. Third-Part Inspections shall be billed in increments of quarter-hours, and shall include time spent onsite as well as travel time from the Road Commission office or the Third-Party Inspector's previous location, whichever is closer. Contact the Road Commission regarding regular working hours. Inspections performed during regular hours will be billed at the regular hourly rate. All other inspections shall be billed at overtime rates. The Provider/Permit Holder must notify the Road Commission in writing of the completion of the project and request in the communication a final inspection for the release of the permit.

**Third-Par Inspections Fee Schedule:**

Initial Deposit Amount: \$ \_\_\_\_\_

Deposit Depletion Amount: \$ \_\_\_\_\_

Part-Time Inspection Hourly Fee: \$ \_\_\_\_\_

Full-Time Inspection Hourly Fee: \$ \_\_\_\_\_

Any cash performance deposit tendered to the Road Commission will be held in escrow pending termination of all applicable Right-of-Way Permits and removal of all applicable facilities to the satisfaction of the Road Commission in its sole discretion and judgement.

I, \_\_\_\_\_, agree and acknowledge that the (1) Procedures and Criteria for TSP, VSP and Small Cell Wireless Work Within the Right-of-Way Permits; (2) Telecommunication and Video Service Provider Right-of-Way Permit Policy and Fee Schedule; (3) Application and Permit to Construct, Operate, Use and/or Maintain within the Right-of-Way of, or to Close, a County Road Right-of-Way ("ROW Permit"); and (4) this Special Provision for Third-Party Inspection Fees Deposit apply to the Provider, any subsequent purchasers/owners of the Residence, and their assigns, and successors at any and all times prior or subsequent to execution of this agreement.

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

Gogebic County Road Commission

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

# Third Party Inspection

Inspection fee deposit  
was provided in  
amount of \$30,000

Inspection was  
required for the  
duration of the  
project

Contractor was  
required to replenish  
the initial deposit  
when depleted

# Installation Issues

- Inadequate Burial Depths

# Shallow Burial

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THOUSAND ISLAND LK RD		
Location	Depth	Comment
address unmarked, mid driveway	2'8"	plowed
address unmarked, edge of apron	2'5"	plowed
address unmarked, swale	2'4"	plowed
address unmarked, swale to ped	1'4" - 2'6"	plowed
address unmarked, mid swale	1'7"	plowed
address unmarked, ped	2'	plowed
RC6 P23	1'3"	plowed
Swale at RC6 P23	2'6"	plowed
Swale east of RC6 P23	2'10"	hand dug
	3'	hand dug
	2'6"	hand dug
	4'1"	start of culvert swingout, hand dug
	3'5"	hand dug
Culvert West of RC6 P23	3'	2.5' in front of culvert mouth, hand dug
West of Culvert RC6 P23	2'1"	plowed
	2'10"	plowed
	2'5"	plowed
	2'9"	plowed
Jays Resort E19848 S driveway apron edge	2'7"	drilled
	2'3"	drilled
	2'5"	drilled
	2'8"	drilled
Jays resort pedestal RC6 P14	2'9"	plowed
10' N of RC6 P14	1'7"	plowed
13' N of RC6 P14	10"	plowed
15' N of RC6 P14	1'9"	plowed
18'N of RC6 P14	1'6"	plowed
20' N of RC6 P14	1'8"	plowed
E19934 S driveway apron edge	2'4"	plowed
E19934 Mid driveway	3'	plowed
Swale between E19934 and E19942	2'5"	plowed
E19942 mid driveway	2'11"	plowed
E19942 Driveway north edge	2'9"	plowed
Swale 2' N of 19942 Driveway apron	2'9"	plowed
Swale 4' N of 19942 Driveway apron	3'6"	plowed
N3495 Pedestal	3'	
N3495 N driveway apron	6'	
N3495 Mid driveway apron	8'5"	
Between Culvert and N3495 driveway apron	8'2"	
Between Culvert and N3495 driveway apron	5'7"	
Between Culvert and N3495 driveway apron	5'	
Between Culvert and N3495 driveway apron	5'7"	
Between Culvert and N3495 driveway apron	3'4"	
culvert	2'	at mouth of culvert, 5ft away

# Installation Issues

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Inadequate Burial Depths

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Installation in Wrong Locations

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Poor Restoration

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Poor Communication

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Multiple Crews

# Edge of Pavement



# Edge of Pavement



# Sinkhole



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- Disturbed edge of pavement during installation.



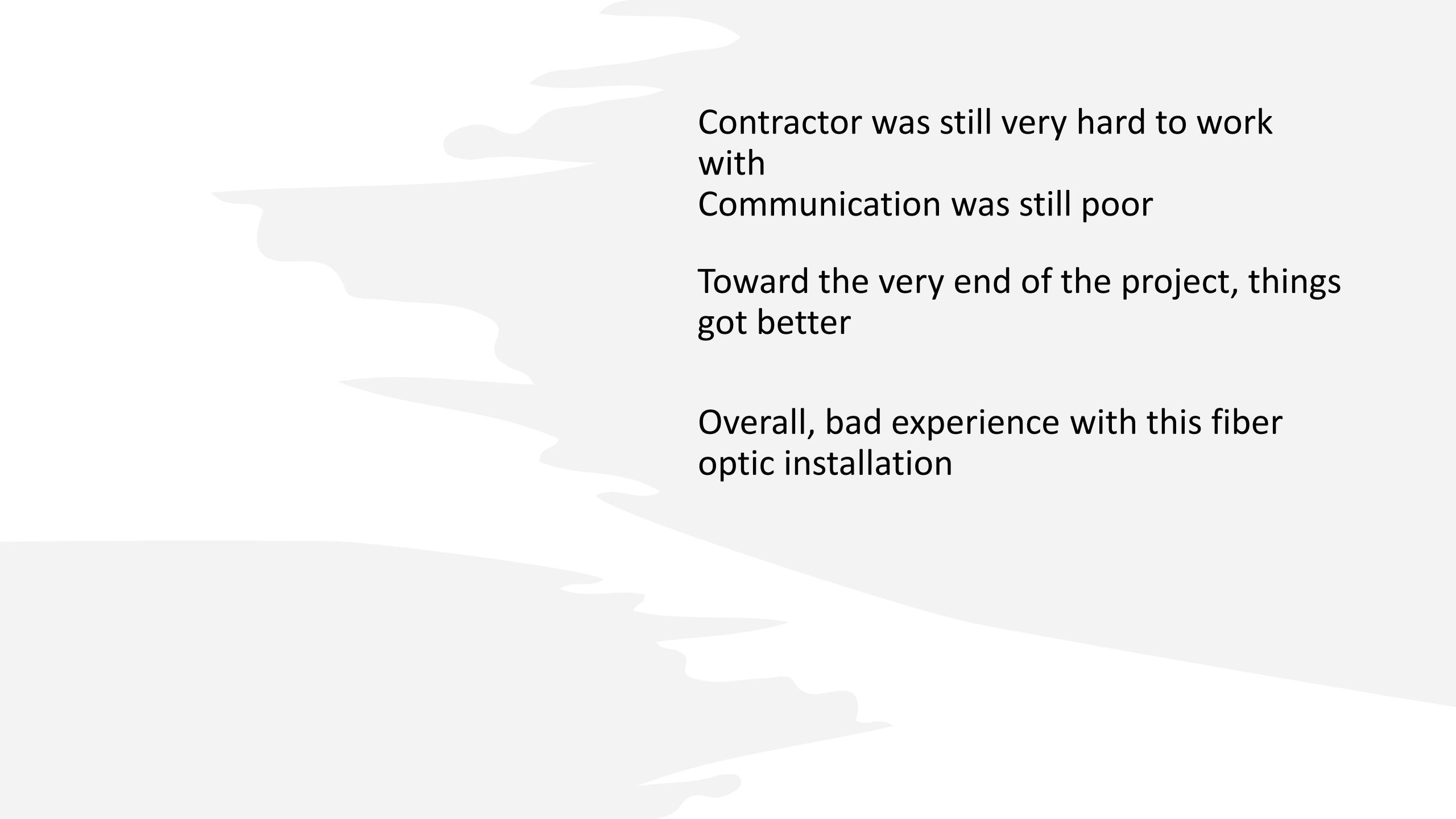
# Edge of Pavement



# Stop Work Order by Road Commission Manager

No work was allowed to take place until of the existing construction issues were resolved

Approximately 5 miles of fiber optic was required to be installed due to non-permit compliance



Contractor was still very hard to work with  
Communication was still poor

Toward the very end of the project, things got better

Overall, bad experience with this fiber optic installation

2025  
Marenisco Township  
Gogebic County, Michigan

# Fiber Optic Installation

- Owner: Michigan Broad Band (MBB)
- Contractor: Michigan Broad Band
- Permit Submitted: GCRC requested a third-party inspector at the expense of MBB.  
  
A \$20,000 bond was agreed upon in lieu of a third-party inspector

# Installation Performance

Good Performance

Good Communication

Met all of GCRC Required Standards

Good Restoration

Very Limited Residential Complaints

None of the \$20,000 bond was spent

2025  
Watersmeet Township  
Gogebic County, Michigan

# Fiber Optic Drop Line Installation

- Owner: Highline
- Contractor: Highline
- Permit Submitted: None





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## Non-permitted Activities

- In early July, GCRC Road Foreman spotted Highline installing a drop line along the pavement edge of Old US-2.
- Issues at this location included: inadequate burial depth, poor restoration and damage to an existing cross culvert.
- No permit was authorized for work in the right-of-way (R.O.W.).
- A Cease and Desist Order was given by Attorney Bill Henn to Highline.

**HENN LESPERANCE PLC**  
ATTORNEYS AT LAW

RON M. LESPERANCE, WILLIAM L. HENN, ANDREW A. CASCIO,  
DAVID J. BOSCHIER, ANDREA S. NISTOR, BRIAN E. PERIO, ANDREW J. SPEAR,  
NITA V. ARAVAY, CLAYTON J. PROCH, WALLACE R. FISH, JR., NICOLAS A. RAAK  
STEVEN C. RHEEY, OF COUNSEL

73 MICHIGAN AVENUE, SUITE 400  
DETROIT, MICHIGAN 48226-3993  
TEL: (313) 573-3661  
FAX: (313) 573-3668

WILLIAM L. HENN  
[wjh@hennlesperance.com](mailto:wjh@hennlesperance.com)  
(313) 573-1511

August 13, 2025

*Via Overnight Mail*

ITC Broadband Operating, LLC  
c/o Registered Agent: URS Agency, Inc.  
40600 Ann Arbor Rd. E, Ste. 201  
Plymouth, MI 48170

Highline  
c/o Joe Erickson, Right of Way  
Specialist  
1300 Ludington St.  
Escanaba, MI 49829

**RE: Directive to Cease and Desist from Ongoing Unauthorized Use of County Road Right-of-Ways**

Dear Mr. Erickson:

Please be advised that this firm has been retained by the Gogebic County Road Commission (the "Road Commission") in connection with International Transmission Company/ITC Broadband's (d/b/a Highline Internet) unauthorized use of county road rights-of-way for the installation of fiber optic cables and their appurteances. Please be advised that any work conducted within a county road right-of-way without the issuance of a permit by the Road Commission is in direct violation of Michigan law and must cease immediately.

The Road Commission is statutorily obligated to maintain roads under its jurisdiction in reasonable repair so that they are reasonably safe and convenient for public travel. See MCL 691.1402(1). Unauthorized work conducted within the rights-of-way may hinder the Road Commission's ability to fulfill its statutory obligation. Michigan law therefore grants the Road Commission authority to regulate the work conducted within the rights-of-way through MCL 224.19b, which states:

A person, partnership, association, corporation, or governmental entity shall not construct, operate, maintain, or remove a facility or perform any other work within the right-of-way of a county road except sidewalk installation and repair without first obtaining a permit from the county road commission having jurisdiction over the road and from the township, city, or village in which the county road is located when a permit is required by ordinance of the township, city or village, under the authority conferred by section 29 of article VII of the state constitution of 1963.

**HENN LESPERANCE PLC**

CEASE & DESIST DIRECTIVE TO INTERNATIONAL TRANSMISSION COMPANY & HIGHLINE INTERNET  
August 13, 2025  
Page 2

This plain language requires an entity like International Transmission Company/Highline to obtain a permit from the Road Commission before performing any work within the right-of-way of a county road.

International Transmission Company/Highline has been unlawfully installing fiber optic cables and appurteances within county road rights-of-way in Gogebic County. Specifically, Highline Internet has been observed installing fiber optic cables within rights-of-way under the Road Commission's jurisdiction in Watersmeet Township along Old US-2 at its intersection with Beaton's Lake Road. The Road Commission believes that similar installations have occurred in other parts of the county. These installations are occurring despite that no permits have been issued by the Road Commission. Accordingly, International Transmission Company/Highline's activities within the right-of-way are unlawful.

In addition to merely performing unpermitted work, the Road Commission has documented instances of physical damage to highway facilities. For example, pavement damage has occurred and a replaced culvert was pierced. That pavement will need to be repaired and the culvert will need to be replaced at International Transmission Company/Highline's sole expense. By statute, International Transmission Company/Highline is liable for three times the cost of repair or replacement. See MCL 230.7. Moreover, it has been observed that the lines being installed below ground have not been placed at the required depth. It has also been noted that Highline workers have been parking their vehicles and leaving equipment within the rights-of-way while installing fiber optic cables on private property. Again, the Road Commission has not issued any permits to Highline under MCL 224.19b to use the rights-of-way in this manner.

*You are hereby directed to cease and desist from any and all future work within the Gogebic County road rights-of-way until appropriate permits have been issued. No future permits will be issued until International Transmission Company/Highline has obtained retroactive permits for all unauthorized work performed to date and paid any associated fees and fines.*

Should you have any questions or concerns regarding this notice and order, please direct them to this firm.

Sincerely,

HENN LESPERANCE PLC

  
William L. Henn

WLF:gmt

cc: Gogebic County Road Commission



# Non-permitted Activities

- In early July, GCRC Road Foreman spotted Highline installing a drop line along the pavement edge of Old US-2.
- Issues at this location included: inadequate burial depth, poor restoration and damage to an existing cross culvert
- No permit was authorized for work in the right-of-way (R.O.W.).
- A Cease and Desist Order was given by Attorney Bill Henn to Highline.
- GCRC required a list and map of any unpermitted work for drop line installation in the R.O.W.
- Over 50 unpermitted roads had work performed in the R.O.W.

**Resolution to Adopt Reasonable Policy Regarding Fees Pursuant to MCL 224.19h**

WHEREAS, the Board of County Road Commissioners for the County of Gogebic (the "Board" or "Road Commission") is a body corporate created by MCL 224.9 to formulate policy and to perform those official duties imposed by law or delegated by the Gogebic County Board of Commissioners, and

WHEREAS, a person, partnership, association, corporation, or governmental entity shall not construct, operate, maintain, or remove a facility or perform any other work within the right-of-way of a county road, except sidewalk installation and repair, without first obtaining a permit from the county road commission having jurisdiction over the road and from its township, city, or village in which the county road is located when a permit is required by ordinance of the township, city, or village, under the authority conferred by section 29 of article VII of the state constitution of 1963; and

WHEREAS, MCL 224.19b(1) requires any person, partnership, association, corporation or governmental entity to obtain a permit from the Road Commission (and the applicable township, city or village if required by those entities) before constructing, operating, maintaining or removing any facility or performing any work within a county highway right-of-way; and

WHEREAS, pursuant to MCL 224.19h(2), the Road Commission has discretion to adopt reasonable permit requirements and a schedule of fees sufficient to cover the necessary and actual costs for the issuance of the permit and for review of the proposed activity, inspection and related expenses; and

WHEREAS, the Road Commission may adopt a schedule of civil fines that can be imposed on a provider that performs work in a right-of-way without obtaining a permit as required under this section or that fails to maintain a security bond, right-of-way bond, or irrevocable letter of credit as required under this section during construction work within the right-of-way; and

WHEREAS, the Road Commission deems it in the public health, welfare, safety and best interest to adopt a policy such as the one attached hereto and entitled "Telecommunication and Video Service Provider Policy and Fees" (Exhibit A) reflecting the actual and necessary costs directly related to issuance of permits to Providers as defined under MCL 224.19b(13) to the extent recoverable under the law.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby that the attached policy and procedures are hereby adopted and made effective forthwith.

By: \_\_\_\_\_

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

## **Telecommunication and Video Service Provider Right-of-Way Permit Policy and Fee Schedule**

### **1. This Policy applies to the following pursuant to MCL 224.19b:**

- 1.1. **Telecommunications Providers.** Pursuant to MCL 224.196(13)(b)(i), a "Telecommunication Provider" means a person that for compensation provides 1 or more "Telecommunication Services." "Telecommunication Services" include regulated and unregulated services offered to customers for the transmission of 2-way interactive communication and associated usage. A telecommunication service is not a public utility service. Telecommunication provider does not include a provider of commercial mobile service as defined in section 332(d)(1) of the telecommunications act of 1996, 47 USC 332.
- 1.2. **Video Service Providers.** Pursuant to MCL 224.19b(13)(b)(ii), a "Video Service Provider" means a person authorized to provide "Video Service," including video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a Commercial Mobile Service Provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- 1.3. The term "Provider" refers to either a Telecommunications Provider or a Video Service Provider.

### **2. Schedule of Fees.**

- 2.1. **Project Permit Fee and Requirements.** The project permit fee for a Provider shall be \$200.00 per permit or \$1,000.00 total for all permits per project. After the work authorized in the permit has been completed, the permit holder may request an itemized list of cost incurred by the Road Commission related to issuance of the permit.
  - 2.1.1. For purposes of this Policy and Fee Schedule, "Project" is defined as work on one (1) road per year.
- 2.2. **Annual Routine Maintenance/Repair Permit.** A Provider shall obtain a yearly permit for performing routine maintenance or repair work in the right-of-way, as defined in the permit. The annual permit fee shall be \$200.00. The annual permit fee provided in this subsection is a separate and distinct charge from the Project Permit Fee.
  - 2.2.1. For purposes of this Policy and Fee Schedule, "routine maintenance or repair work" is defined as provided under MCL 247.660c(n).
- 2.3. **Permits for Non-Routine Work.** A Provider shall obtain a separate permit for all non-routine work in the right-of-way associated with its facilities. The fee for a non-routine work permit shall be \$200.00 per permit or \$1,000.00 total for all permits per project. After the work authorized in the permit has been completed, the permit holder may request an itemized list of cost incurred by the Road Commission related to issuance of the permit.

**2.4. Additional Necessary & Actual Inspection Costs.** In addition to the above schedule of fees, the Provider shall pay for any and all additional necessary and actual costs for any inspections required for any permit related to work in a right-of-way by that Provider.

**2.5. Other Provider Permit Requirements.** The Provider must submit detailed engineering plans related to the proposed work in the right-of-way as a precondition to issuance of a permit. Issuance is subject to plan inspection and approval by the Road Commission.

**3. Bond.** A Provider must provide a security bond or right-of-way bond to secure the performance of the conditions of all permits issued that authorize the provider to construct, operate, maintain, or remove a facility or perform any other work anywhere within the right-of-way, as designated in the permits, of any road under the jurisdiction of the county road commission. The bond must be provided as a precondition to issuance of the permit. As permitted by MCL 224.19b(9), the Provider may, instead of providing a bond, obtain and provide an irrevocable letter of credit issued by a state or federally regulated financial institution licensed to do business in this state to secure the performance of the conditions of all permits issued that authorize the provider to construct, operate, maintain, or remove a facility or perform any other work anywhere within the right-of-way, as designated in the permits, of any road under the jurisdiction of the county road commission.

3.1. The security bond, right-of-way bond, or letter of credit shall be in the amount of \$20,000.00.

3.2. **Additional Bond.** If a claim is made against the security bond, right-of-way bond, or letter of credit for any reason, the Provider must, within seven [7] calendar days, provide the road commission with another security bond or right-of-way bond in order to continue work in the county. A bond required under this subsection must be from a state or federally regulated entity licensed to do business in this state.

3.3. **Fines.** A provider that performs work in a right-of-way without obtaining a permit as required under this section or that fails to maintain a security bond, right-of-way bond, or irrevocable letter of credit as required under this section during construction work within the right-of-way is responsible for a civil fine of not more than \$5,000.00 per violation. This fine may be waived if the Provider demonstrates that the work was required on an emergency basis to restore services impacting public safety.

**A. Insurance Requirement.** Applicant must provide proof of general liability insurance in amounts not less than \$1 million per occurrence and general aggregate, proof of automobile liability in amounts not less than \$1 million combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$500,000 for bodily injury per person that apply to all claims, demands, suits, or causes of action arising in connection with or as a direct result of the provider's use and occupancy of a right-a-way under the jurisdiction of the road commission.

# Solution

Submit permit applications for all new and retroactive projects for review and approval

Submit a third-party inspection fee deposit prior to permit approval

Inspections would be full time in the beginning

Part time inspection would start once GCRC felt that procedures and standards were being met

Periodical inspection would follow if work performance was good

No permit has  
been submitted to  
date

