

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made and entered into this 4th day of October 2022, by and between the Village of Allouez, Wisconsin municipal corporation ("Village"), and TDS Metrocom LLC ("TDS"), referred to collectively herein as the "Parties," as follows:

RECITALS

WHEREAS the Village owns and maintains rights-of-way in the public trust for transportation and other public purposes; and

WHEREAS TDS desires to utilize the Village's public rights-of-way for the installation of a fiber optic network pursuant to the terms set forth in this Agreement, Village ordinances, and other applicable laws; and

WHEREAS the Village desires to support the expansion of fiber optics networks to increase access to vital broadband to its residents and businesses in a manner reasonably consistent with such terms as are applicable to other similar contractors or providers; and

WHEREAS TDS desires to construct a fiber optics network within the Village to provide commercial and residential broadband connectivity and related services (the "Network") through installation of conduit, fiber optics, handholds, cabinets, and related underground and above ground broadband infrastructure within the Village of Allouez; and

WHEREAS, The Village has suspended permits relating to the installation of the Network as a result of strikes to two sump pump pipes leading from residences to Village storm water pipes in the public right-of-way; and

WHEREAS the Parties elect to enter into this Memorandum of Understanding ("MOU") to facilitate the timely, safe, and effective installation of Network Facilities, and to acknowledge and establish mutual expectations in regard to locating unlocatable private sump pump facilities within the right-of-way; and

WHEREAS the Parties recognize that no reasonable methods exist to locate all private sump pump facilities with perfect accuracy, but agree that the procedures set forth in this Agreement are appropriate and reasonable.

NOW, THEREFORE, BE IT MUTUALLY AGREED as follows:

- 1) **RECITALS.** The above Recitals are hereby incorporated and form a part of this Agreement.
- 2) **SCOPE OF PROJECT.** The Network is planned for the geographic area of the Village, with Network Facilities installed throughout the Village solely at TDS's cost and expense.
- 3) **UTILITY LOCATE PROCEDURE.** TDS shall utilize the following construction practices to make a reasonable effort to locate and avoid conflicts with private sump pump facilities located within the right-of-way.
 - i. TDS will install facilities at a depth of 18 inches to mitigate conflicts with existing facilities in the right-of-way.

- ii. TDS will make a reasonable effort to identify markings at the street and home that indicate the existence of private utilities and will strategically place bore pits to locate and expose private sump pump laterals.
 - iii. TDS will collaborate and coordinate with residents who contact TDS to aid in the location of sump pump laterals.
 - iv. TDS shall timely repair, replace, and restore any damage caused to or within the rights-of-way if such damage is caused by TDS or its contractors. Repairs shall be made at the sole expense of TDS and shall be subject to review and acceptance by the Village Engineer.
 - v. TDS warrants the Network installation to be free from damage to all residential sump pump pipes for one year from _____. TDS further agrees that it will repair any damage to any residential sump pump pipe shown to have been damaged by the Network installation.
- 4) **PERMITS.** The Village shall immediately reinstate all approved permits for the Network installation and resume approvals for permits submitted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the ____4th__ day of October 2022.

VILLAGE OF ALLOUEZ

TDS METROCOM LLC

(Authorized Signature)

(Authorized Signature)

Name

Name

Title

Title

Date

Date