

# August 2023

## *Project Meeting Overview Report*

### CARBON FREE POWER PROJECT (CFPP)

1. Discussed in Executive Session:
  - a. Subscription update and ongoing activities.
  - b. ***Staff recommendation on implementing reentry for previous project participants.***
  - c. Update on project execution update included:
    - Limited Work Authorization (LWA) submitted on schedule.
    - Combined License Application (COLA) near completion on schedule.
    - Class 2 Project Cost Estimate nearing completion on schedule.
    - Phase 2 Site Use Permit near final.
  - d. Site specific Engineering and LLM progressing on schedule. Review of the Long Lead Materials (LLM) Side Letter Agreement with NuScale relating to the disposition of the LLM if the project does not proceed.
2. **Approved the LLM Side Letter Agreement.**

### CENTRAL-ST. GEORGE PROJECT

1. Discussed updates on Rights of Way (ROW):
  - a. Dennett Development
  - b. Sand Hollow Road
  - c. Arabian Way Lot Sale
2. Discussed the Operations Report including substation reports for the month of July.

### FIRM POWER SUPPLY PROJECT

1. Discussed in Executive Session:

- a. Second Amended and Restated Steel Solar 1A and 1B Project Power Purchase Agreements (PPA) and next steps.
  - b. Second Amended and Restated Red Mesa Tapaha Project PPA update.
2. **Approved the second amended and restated PPA between UAMPS and Steel Solar 1A.**
3. **Approved the second amended and restated PPA between UAMPS and Steel Solar 1B.**
4. Discussed the Operations Report including output and scheduling from each resource for the month of July.

## **GOVERNMENT AND PUBLIC AFFAIRS PROJECT (GPA)**

1. Discussed Federal & State Legislative including Executive Branch and Congressional Updates.
  - a. 2024 Presidential Race update including candidates and primary polls.
  - b. Congressional August Recess update: Budget crunch following August Recess and FY 24 budget.
  - c. Review of the Municipal Elections 2023.
  - d. Utah Interim Meeting update: UAMPS provided an update to Utah State Legislature Public Utilities, Energy and Technology (PUET) Committee on CFPP and general concerns about new resource procurement and the situation with capacity resources.
  - e. UAMPS and Governor Cox Meeting: Provided Governor Cox update on the Hunter situation and coal as well as CFPP. UAMPS to work on follow up with OED on ways OED can work better for UAMPS members.
  - f. IIJA 40101(d) Program follow-up and next steps: Members are encouraged again to participate in a survey.

## **HORSE BUTTE PROJECT (HBW)**

1. Discussed in Executive Session:
  - a. LCOE analysis update and next steps including working with Sargent and Lundy for final report.
  - b. Discussed HBW generation options including additional facilities and generating units.

- c. PMC Agreement procedure and process was identified. The turbine software update or repowering can be completed within the Horse Butte project while new turbines will require creation of an additional Horse Butte project.
  - d. Phase 2 Solicitation and current project entitlements.
  - e. Review of the HBW schedule and next steps.
2. Discussed plant updates including plant maintenance.
  3. Discussed the Operations Report including production output for the month of July.

## HUNTER PROJECT

1. Discussed Coal Fuel Budget Amendment #6 including Hunter fuel rate overview and summary.
2. **Approved Budget Amendment #6 to implement a blended fuel rate for additional coal purchased.**
3. Discussed Project Update:
  - a. Hunter Dispatch Operations.
  - b. Implementation of the latest resolution.
  - c. Curtailment of October and November months.
  - d. Winter operations plan and overall goals.
4. Discussed long term strategy including next steps with SCR and EPA regulatory risk. Additionally, provided details on recent activities and next steps.
5. Discussed the Operations Report including plant scheduled output for the month of July.

## PAYSON PROJECT

1. Discussed plant operation updates including NOx compliance, OTR update and July statistics regarding the plant and maintenance/safety highlights.
2. History of plant forced outages and service hours.
3. Discussed the Operations Report for the month of July including Nebo energy breakdown and Nebo sales margins.

## POOL PROJECT

1. Discussed PX & Scheduling Report including resource breakdown for July and history of power market prices.
2. Discussed the Summer Operations Update including operational challenges, the upcoming months, Summer-to-date and pricing.
3. Discussed the Operations Report for the month of July including load peak and energy, and Pool information.

## RESOURCE PROJECT

1. Discussed in Executive Session:
  - a. Geothermal RFP summary and Cyrq solicitation update including current status and budget gating strategy.
  - b. Sunnyside Waste Coal Facility PPA negotiations and alternatives.
2. **Approved the Cyrq Geothermal Study Project Formation and Budget Amendment #5 to not exceed \$341,000 as recommended.**

## SAN JUAN PROJECT

1. Discussed decommissioning and reclamation updates.

## SPECIAL MEMBER MEETING

1. Election of Directors to fill vacancies:
  - a. CRSP Project elected Nick Tatton.
  - b. Hunter Project elected Brad Kearn.
  - c. Payson Project elected Shane Ward.
  - d. San Juan Project elected Ty Bailey.

## BOARD OF DIRECTORS MEETING

1. Discussed Operations Report:
  - a. 2023-to-date new generating capacity and retiring capacity.



- b. CAISO's WEIM 2023 Q2 benefits report.
  - c. Summer season forecast in regard to El Niño.
  - d. Southwest Intertie Project (SWIP) granted WECC Phase 3 status.
  - e. FERC issued order 2023 for Queue Reform update.
  - f. Upcoming changes and processes for transmission including Coordinated Interagency Transmission Authorization and Permits Program.
2. Approved all action items for the Project Meetings.

# Briefing Document

**Description:**

Resolution Authorizing The Steel Solar 1A And Steel Solar 1B Projects Second Amended And Restated Transaction Schedules Under the Master Firm Power Supply Agreement With Utah Associated Municipal Power Systems; and Related Matters

Our participation levels are: 1A - 1,292 kW & 1B - 5,747 kW, for a total of 7,039 kW in the two projects.

**Presenter:** Rick Hansen

**Submitted By:** Rick Hansen

**Recommendation:**

Recommend to the City Council to Approve the provided Resolution

**Background Information:**

This project will be located near Plymouth, Utah.

UAMPS previously entered into contracts for:

40 MW - Steel Solar 1A, of which Washington's participation is 1,292 kW, or 3.23% ;

40 MW - Steel Solar 1B, of which Washington's participation is 5,747 kW, or 14.37%

This amendment allows DESRI to take advantage of the production tax credits (PTCs), modifies curtailment abilities by UAMPS, provides UAMPS with space to pursue battery storage at the site and allows UAMPS to assign the output to a prepay agreement. See included UAMPS talking points for more details.

Power Cost: \$34.66/MWh flat for a 25 year period - Remains the Same

Scheduled Commercial Operation Date (COD):

Steel Solar 1A - September 30, 2023

Steel Solar 1B - December 31, 2023

The output from this project will be through a Power Purchase Agreement (PPA) for a term of 25 years. This is a traditional solar project and will add to our other renewable resources in the City's portfolio.

**Fiscal Impact:**

Cost for the project is a flat rate of \$34.66/MWh for the 25 year period. This will provide a lower cost resource when output is available.

**Impacted Fund: Electric**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE STEEL SOLAR 1A AND STEEL SOLAR 1B PROJECTS SECOND AMENDED AND RESTATED TRANSACTION SCHEDULES UNDER THE MASTER FIRM POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

\*\*\*\*\*

WHEREAS, Washington City (the “Member”) owns and operates a utility system for the provision of electric energy to its residents and others (the “System”) and is a member of Utah Associated Municipal Power Systems (“UAMPS”) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended (the “Joint Action Agreement”);

WHEREAS, the Member desires to purchase all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, the Member has previously entered into the Master Firm Power Supply Agreement with UAMPS in order to allow for UAMPS entering into various firm transactions for the purchase and sale of firm supplies of electric power and energy;

WHEREAS, UAMPS has investigated the Steel Solar 1A and Steel Solar 1B Projects, each project consisting of a forty (40) megawatt (MW) solar photovoltaic generation facility to be located in Box Elder County, Utah, on behalf of its members and is now prepared to enter into a twenty-five (25) year second amended and restated power purchase agreement with Steel Solar LLC for Steel Solar 1A and Steel Solar 1B to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Steel Solar 1A and Steel Solar 1B Second Amended and Restated Transaction Schedules (“Second Amended and Restated Transaction Schedules”) attached hereto as Exhibit A for the Project subject to the parameters set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Washington City as follows:

*Section 1. Authorization of Steel Solar 1A and Steel Solar 1B Second Amended and Restated Transaction Schedules.* The Second Amended and Restated Transaction Schedules, in substantially the forms presented at the meeting at which this resolution is adopted, is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Second Amended and Restated Transaction Schedules on behalf of the Member. Promptly upon its execution, the Second Amended and Restated Transaction Schedules shall be filed in the official records of the Member.

*Section 2. Other Actions.* The Mayor, City Recorder, the Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Second Amended and Restated Transaction Schedules and the performance thereof.

*Section 3. Miscellaneous; Effective Date.* (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WASHINGTON CITY

\_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
City Recorder

[SEAL].

**EXHIBIT A**  
**STEEL SOLAR 1A AND STEEL SOLAR 1B**  
**SECOND AMENDED AND RESTATED TRANSACTION SCHEDULES**

**STEEL 1(A) SOLAR PROJECT  
FIRM POWER SUPPLY AGREEMENT  
SECOND AMENDED AND RESTATED TRANSACTION SCHEDULE**

This Second Amended and Restated Transaction Schedule to the Master Firm Power Supply Agreement to which all Parties to this Transaction Schedule are signatories provide for the following transactions. The Parties to this Second Amended and Restated Transaction Schedule agree to the following provisions and agree to pay all costs of this transaction through the Firm Power Supply Project.

PURCHASER: Washington City

ENTITLEMENT SHARE: 3.23%

SUPPLIER: Steel Solar, LLC (the “Steel Solar Project”)

EFFECTIVE DATE: The Power Purchase Agreement by and between UAMPS and Steel Solar, LLC for the Steel 1(A) Solar Resource (the “Original PPA”) was executed on November 18, 2020 and that certain amendment to the Original PPA dated as of February 16, 2022 (“Amendment”). The Original PPA, as amended by the Amendment, was amended, restated and executed by UAMPS and Steel Solar, LLC on June 23, 2022 (the “First Amended PPA”). The First Amended PPA was amended, restated and executed by UAMPS and Steel Solar, LLC on August 30, 2023 (“Second Amended PPA”) The Second Amended PPA becomes effective upon UAMPS obtaining member governing body approvals. UAMPS anticipates satisfying this condition within 60 days of executing the Second Amended PPA. The Scheduled Commercial Operation Date (“COD”) is November 30, 2023. The COD may not occur earlier than March 30, 2023 but not later than March 30, 2024.

TERM: A 25-year delivery term commencing on COD. The Second Amended PPA will become effective upon UAMPS satisfying the condition precedent identified above.

AMOUNT: 1,292 kW and associated Environmental Attributes (“Entitlement Share”)

PRICE: \$34.66 per MWH

OTHER  
PROVISIONS:

***Energy:*** UAMPS will schedule all energy pursuant to the terms and conditions of the Second Amended PPA and will delivery to the Purchaser its Entitlement Share of the Steel 1(A) Solar Resource. The Steel 1(A) Solar

Resource is to be constructed as a 40 MW solar photovoltaic generation facility located in Box Elder County, Utah.

***Transmission:*** UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

***Administration:*** UAMPS will charge and Purchasers will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.

***Buyout Options:*** Under the Second Amended PPA, UAMPS has the ability to buy the Steel 1(A) Solar Resource from Steel Solar, LLC at specified buyout dates pursuant to a fair market value appraisal. If UAMPS is directed to pursue one of its buyout options, then UAMPS will in parallel develop new contracts or amend the Firm Power Supply Agreement with the Purchasers to provide UAMPS with the ability to finance the buyout of the Steel 1(A) Solar Resource.

***Step-Up Obligation:***

- (1) In the event of a default by one of the Purchasers, UAMPS shall immediately allocate all of the defaulting Purchaser's Entitlement Share among the nondefaulting Purchasers, pro rata on the basis of their then-current Entitlement Shares, which shall remain in effect only until the completion of the procedures provided herein. UAMPS shall provide written notice to the nondefaulting Purchasers of the initial allocation of the defaulting Purchaser's Entitlement Share which notice shall (A) set forth the date of the initial allocation, (B) include a revised Schedule I showing the increased Entitlement Shares as a result of such allocation, (C) direct each of the nondefaulting Purchasers to make an election pursuant to subparagraph (2) below, and (D) set forth the date by which each of the nondefaulting Purchasers must notify UAMPS of such election. The initial allocation of the defaulting Purchaser's Entitlement Share and the increased Entitlement Shares of the nondefaulting Purchasers as a result of such allocation (as shown on the revised Schedule I prepared by UAMPS) shall remain in effect until the completion of the procedures provided for herein. During such period, each of the nondefaulting Purchasers shall have all of the rights, benefits, obligations and responsibilities associated with its increased Entitlement Share as a result of such allocation.
- (2) Within sixty days after the initial allocation of the defaulting Purchaser's Entitlement Share, each nondefaulting Purchaser shall notify UAMPS in writing of its election to: (A) retain all of its initial allocation of the defaulting Purchaser's Entitlement Share; or (B) retain none or less than all of such allocation. Any Purchaser that elects to retain all of its initial allocation of the defaulting Purchaser's

Entitlement Share shall be deemed to have fully satisfied its step-up obligations and shall not thereafter be required to accept any additional allocation of the defaulting Purchaser's Entitlement Share; *provided* that any such nondefaulting Purchaser may give notice to UAMPS of its request to acquire additional amounts of the defaulting Purchaser's Entitlement Share as may be available.

- (3) Within thirty days after its receipt of the elections of all nondefaulting Purchasers pursuant to subparagraph (2), UAMPS shall determine whether the nondefaulting Purchasers have elected to retain all of the defaulting Purchaser's Entitlement Share. In the event that one or more of the nondefaulting Purchaser's elected to retain less than all of the initial allocations of the defaulting Purchaser's Entitlement Share, UAMPS shall reallocate the remaining amounts of the defaulting Purchaser's Entitlement Share proportionally among those nondefaulting Purchasers that have requested additional amounts of the defaulting Purchaser's Entitlement Share. To the extent that any part of the defaulting Purchaser's Entitlement Share is then unallocated, UAMPS shall next reallocate the remaining portion of the defaulting Purchaser's Entitlement Share proportionally among those Purchasers that did not elect to retain all of their initial allocations of such Entitlement Share. Proportional reallocations shall be based upon the Entitlement Shares of the nondefaulting Purchasers in effect immediately prior to the defaulting Purchaser's default.
- (4) In no event shall the final allocation of a defaulting Purchaser's Entitlement Share pursuant to subparagraph (3) (or the total of all such allocations in the event of multiple Purchasers' defaults) cause any nondefaulting Purchaser's Entitlement Share to increase by more than 25% over its "Adjusted Entitlement Share" without such Purchaser's consent. The "Adjusted Entitlement Share" is the Purchaser's Entitlement Share shown on Schedule I on and as of the Effective Date.
- (5) UAMPS shall deliver, promptly after making the determinations and reallocations required by subparagraphs (1-4), a notice to the nondefaulting Purchasers which notice shall (A) set forth the final allocation of the defaulting Purchaser's Entitlement Share pursuant to subparagraph (3), and the effective date of the final allocation, and (B) include a revised Schedule I showing the revised Entitlement Shares of the nondefaulting Purchasers upon the final allocation pursuant to subparagraph (3). The Entitlement Shares shown on such revised Schedule I shall thereafter be the Entitlement Shares of the nondefaulting Purchasers.
- (6) Any portion of the Entitlement Share of a defaulting Purchaser allocated or reallocated to a nondefaulting Purchaser pursuant to this paragraph (b) shall become a part of and shall be added to the Entitlement Share of the nondefaulting Purchaser, and from and after the date of such transfer the nondefaulting Purchaser shall be obligated



to pay for its increased Entitlement Share pursuant to the terms and provisions of this Transaction Schedule. The defaulting Purchaser shall remain liable to UAMPS and the nondefaulting Purchasers for costs incurred and damages suffered by them in connection with the actions taken with respect to the defaulting Purchaser's Entitlement Share provided for herein.

- (7) If, as a result of the limitation stated in subparagraph (4) above, any portion of a defaulting Purchaser's Entitlement Share remains unallocated or upon the request of any nondefaulting Purchaser, UAMPS shall use Commercially Reasonable Efforts to sell or dispose of the unallocated or designated Entitlement Share. The defaulting Purchaser shall be liable for the costs, fees and expenses incurred by UAMPS in connection with any such sale, disposition or remedial action.

***Other:***

Any costs incurred by UAMPS due solely to this Transaction Schedule, including but not limited to the Second Amended PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Purchasers invoiced through the UAMPS Power Bills.

This Transaction Schedule may be signed in counterpart.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WASHINGTON CITY

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

Title:\_\_\_\_\_

UTAH ASSOCIATED MUNICIPAL POWER  
SYSTEMS

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

Title:\_\_\_\_\_

## Schedule I

| <b>MEMBER</b> | <b>KW AMOUNT<br/>40,000</b> | <b>ENTITLEMENT<br/>%</b> |
|---------------|-----------------------------|--------------------------|
| Blanding      | 646                         | 1.62%                    |
| Bountiful     | 6,459                       | 16.15%                   |
| Fairview      | 129                         | 0.32%                    |
| Fillmore      | 388                         | 0.97%                    |
| Heber         | 6,459                       | 16.15%                   |
| Hurricane     | 2,584                       | 6.46%                    |
| Hyrum         | 2,584                       | 6.46%                    |
| Lehi          | 10,000                      | 25.00%                   |
| Mt. Pleasant  | 388                         | 0.97%                    |
| Paragonah     | 50                          | 0.13%                    |
| Payson        | 3,877                       | 9.69%                    |
| Price         | 3,500                       | 8.75%                    |
| Santa Clara   | 1,000                       | 2.50%                    |
| SUVESD        | 646                         | 1.62%                    |
| Washington    | 1,292                       | 3.23%                    |
| <b>TOTAL</b>  | <b>40,000</b>               | <b>100.00%</b>           |

**STEEL 1B SOLAR PROJECT  
FIRM POWER SUPPLY AGREEMENT  
SECOND AMENDED AND RESTATED TRANSACTION SCHEDULE**

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PURCHASER: Washington City

ENTITLEMENT SHARE: 14.37%

SUPPLIER: Steel Solar, LLC (the “Steel Solar Project”)

EFFECTIVE DATE: The Power Purchase Agreement by and between UAMPS and Steel Solar, LLC for the Steel 1B Solar Resource (the “Original PPA”) was executed on February 16, 2022. The Original PPA was amended, restated, and executed by UAMPS and Steel Solar, LLC on June 23, 2022 (the “Amended PPA”). The Amended PPA was amended, restated and executed by UAMPS and Steel Solar, LLC on August 30, 2023 (“Second Amended PPA”). The Second Amended PPA becomes effective upon UAMPS obtaining Member governing body approvals. UAMPS anticipates satisfying this condition with 60 days of executing the Second Amended PPA. The Scheduled Commercial Operation Date (“COD”) is December 31, 2023. The COD may not occur earlier than September 30, 2023 but not later than June 30, 2024.

TERM: A 25-year delivery term commencing on COD. The Second Amended PPA will become effective upon UAMPS satisfying the condition precedent identified above.

AMOUNT: 5,747 kW and associated Environmental Attributes (“Entitlement Share”)

PRICE: \$34.66 per MWH

OTHER  
PROVISIONS:

***Energy:*** UAMPS will schedule all energy pursuant to the terms and conditions of the Second Amended PPA and will deliver to the Purchaser its Entitlement Share of the Steel 1B Solar Resource. The Steel 1B Solar Resource is to be constructed as a 40 MW solar photovoltaic generation facility located in Box Elder County, Utah.

- Transmission:*** UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.
- Administration:*** UAMPS will charge and Purchasers will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.
- Buyout Options:*** Under the Second Amended PPA, UAMPS has the ability to buy the Steel 1B Solar Resource from Steel Solar, LLC at specified buyout dates pursuant to a fair market value appraisal. If UAMPS is directed to pursue one of its buyout options, then UAMPS will in parallel develop new contracts or amend the Firm Power Supply Agreement with the Purchasers to provide UAMPS with the ability to finance the buyout of the Steel 1B Solar Resource.
- Step-Up Obligation:***
- (1) In the event of a default by one of the Purchasers, UAMPS shall immediately allocate all of the defaulting Purchaser's Entitlement Share among the nondefaulting Purchasers, pro rata on the basis of their then-current Entitlement Shares, which shall remain in effect only until the completion of the procedures provided herein. UAMPS shall provide written notice to the nondefaulting Purchasers of the initial allocation of the defaulting Purchaser's Entitlement Share which notice shall (A) set forth the date of the initial allocation, (B) include a revised Schedule I showing the increased Entitlement Shares as a result of such allocation, (C) direct each of the nondefaulting Purchasers to make an election pursuant to subparagraph (2) below, and (D) set forth the date by which each of the nondefaulting Purchasers must notify UAMPS of such election. The initial allocation of the defaulting Purchaser's Entitlement Share and the increased Entitlement Shares of the nondefaulting Purchasers as a result of such allocation (as shown on the revised Schedule I prepared by UAMPS) shall remain in effect until the completion of the procedures provided for herein. During such period, each of the nondefaulting Purchasers shall have all of the rights, benefits, obligations and responsibilities associated with its increased Entitlement Share as a result of such allocation.
  - (2) Within sixty days after the initial allocation of the defaulting Purchaser's Entitlement Share, each nondefaulting Purchaser shall notify UAMPS in writing of its election to: (A) retain all of its initial allocation of the defaulting Purchaser's Entitlement Share; or (B) retain none or less than all of such allocation. Any Purchaser that elects to retain all of its initial allocation of the defaulting Purchaser's Entitlement Share shall be deemed to have fully satisfied its step-up obligations and shall not thereafter be required to accept any additional allocation of the defaulting Purchaser's Entitlement Share; *provided*

that any such nondefaulting Purchaser may give notice to UAMPS of its request to acquire additional amounts of the defaulting Purchaser's Entitlement Share as may be available.

- (3) Within thirty days after its receipt of the elections of all nondefaulting Purchasers pursuant to subparagraph (2), UAMPS shall determine whether the nondefaulting Purchasers have elected to retain all of the defaulting Purchaser's Entitlement Share. In the event that one or more of the nondefaulting Purchaser's elected to retain less than all of the initial allocations of the defaulting Purchaser's Entitlement Share, UAMPS shall reallocate the remaining amounts of the defaulting Purchaser's Entitlement Share proportionally among those nondefaulting Purchasers that have requested additional amounts of the defaulting Purchaser's Entitlement Share. To the extent that any part of the defaulting Purchaser's Entitlement Share is then unallocated, UAMPS shall next reallocate the remaining portion of the defaulting Purchaser's Entitlement Share proportionally among those Purchasers that did not elect to retain all of their initial allocations of such Entitlement Share. Proportional reallocations shall be based upon the Entitlement Shares of the nondefaulting Purchasers in effect immediately prior to the defaulting Purchaser's default.
- (4) In no event shall the final allocation of a defaulting Purchaser's Entitlement Share pursuant to subparagraph (3) (or the total of all such allocations in the event of multiple Purchasers' defaults) cause any nondefaulting Purchaser's Entitlement Share to increase by more than 25% over its "Adjusted Entitlement Share" without such Purchaser's consent. The "Adjusted Entitlement Share" is the Purchaser's Entitlement Share shown on Schedule I on and as of the Effective Date.
- (5) UAMPS shall deliver, promptly after making the determinations and reallocations required by subparagraphs (1-4), a notice to the nondefaulting Purchasers which notice shall (A) set forth the final allocation of the defaulting Purchaser's Entitlement Share pursuant to subparagraph (3), and the effective date of the final allocation, and (B) include a revised Schedule I showing the revised Entitlement Shares of the nondefaulting Purchasers upon the final allocation pursuant to subparagraph (3). The Entitlement Shares shown on such revised Schedule I shall thereafter be the Entitlement Shares of the nondefaulting Purchasers.
- (6) Any portion of the Entitlement Share of a defaulting Purchaser allocated or reallocated to a nondefaulting Purchaser pursuant to this paragraph (b) shall become a part of and shall be added to the Entitlement Share of the nondefaulting Purchaser, and from and after the date of such transfer the nondefaulting Purchaser shall be obligated to pay for its increased Entitlement Share pursuant to the terms and provisions of this Transaction Schedule. The defaulting Purchaser shall remain liable to UAMPS and the nondefaulting Purchasers for

costs incurred and damages suffered by them in connection with the actions taken with respect to the defaulting Purchaser's Entitlement Share provided for herein.

- (7) If, as a result of the limitation stated in subparagraph (4) above, any portion of a defaulting Purchaser's Entitlement Share remains unallocated or upon the request of any nondefaulting Purchaser, UAMPS shall use Commercially Reasonable Efforts to sell or dispose of the unallocated or designated Entitlement Share. The defaulting Purchaser shall be liable for the costs, fees and expenses incurred by UAMPS in connection with any such sale, disposition or remedial action.

***Other:***

Any costs incurred by UAMPS due solely to this Transaction Schedule, including but not limited to the Second Amended PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Purchasers invoiced through the UAMPS Power Bills.

This Transaction Schedule may be signed in counterpart.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WASHINGTON CITY

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

Title:\_\_\_\_\_

UTAH ASSOCIATED MUNICIPAL POWER  
SYSTEMS

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

Title:\_\_\_\_\_

## Schedule I

| MEMBER             | KW AMOUNT<br>40,000 | ENTITLEMENT<br>% |
|--------------------|---------------------|------------------|
| Ephraim City       | 230                 | 0.57%            |
| City of Logan      | 5,747               | 14.37%           |
| Morgan City        | 50                  | 0.13%            |
| Springville City   | 2,299               | 5.75%            |
| City of St. George | 24,426              | 61.07%           |
| SUVESD             | 1,500               | 3.75%            |
| Washington City    | 5,747               | 14.37%           |
| <b>Total</b>       | <b>40,000</b>       | <b>100.00%</b>   |



**Steel Solar Resource Talking Points for  
UAMPS Participants' Governing Bodies  
August 30, 2023**

**What is the resource?** The Steel Solar Resource will be an 80 MWac solar photovoltaic generation facility to be located in Box Elder County in northern Utah. UAMPS' members contracted for two 40 MW portions, Steel Solar 1(A) and Steel Solar 1(B). The Steel Solar 1(A) facility is scheduled to become operational in November 2023 and Steel Solar 1(B) facility is scheduled to become operational in December 2023.

**How is UAMPS contracting for the resource?** UAMPS has entered into power purchase agreements with Steel Solar, LLC on behalf of UAMPS' members electing to participate in these two 40 MW projects. UAMPS is utilizing the Master Firm Supply Agreement with specific transaction schedules for the Steel Solar 1(A) and Steel Solar 1(B) resources as the agreement with its members participating in these projects.

**What is the term of the arrangement?** The PPAs between Steel Solar, LLC and UAMPS provides for the delivery of solar energy for twenty-five year terms commencing on the commercial operation dates of Steel Solar 1(A) and Steel Solar 1(B).

**What is the developer's experience?** D. E. Shaw Renewable Investments (DESRI) and its affiliates develop, own, and operate long-term contracted renewable energy assets in the U.S. DESRI's portfolio of contracted, operating and in-construction renewable energy projects currently includes more than 65 solar and wind projects representing more than 8 GW of aggregate capacity. DESRI has more than 350 MW of solar under construction in Utah, as well as 360 MWac of operating solar assets. DESRI is currently the largest owner and constructor of solar projects in Utah.

**What is the purpose of the Second Amended PPA?**

DESRI requested the second amended PPA to allow it to take advantage of production tax credits ("PTCs") and associated financing based on PTCs. PTCs became available to solar resources through the Inflation Reduction Act and were not available to DESRI when the agreement was first entered.

**What changes were made to the Second Amended PPA relating to the tax benefits?**

The Second Amended PPA increases the penalty to UAMPS for default or economic curtailment by requiring UAMPS to pay both the contract price and the grossed-up value of the PTCs.

- The value of the PTCs is estimated to be approximately \$27.50/MWh and is approximately \$35/MWh when grossed up for federal, state, and local taxes. The grossed up PTCs are contractually capped at \$35/MWh.
- No grossed-up PTCs will be charged during the first year of project operations under either contract.



## **What additional benefits to UAMPS were provided in the Second Amended PPA?**

- UAMPS is permitted additional penalty-free economic curtailment than what was provided in the First Amended PPA (from 600 MW to 2000 MW for first ten years and from 600 MW to 1000 MW for years eleven through twenty). These amounts are per contract so total free economic curtailment is 4,000 MWh during the first ten years and 2,000 MWh during the second ten years. UAMPS will not receive penalty-free economic curtailment during the last five years of the contract term.
- DESRI will allow UAMPS to develop a battery project adjacent to the Steel Solar site and use commercially reasonable efforts to cooperate with UAMPS in obtaining governmental approvals for the project over the next three years. The Second Amended PPA does not require that DESRI be the developer of the battery project.
- UAMPS is explicitly permitted to assign the PPA to J. Aron under a prepay arrangement structured to provide UAMPS members the benefits of the difference between the public and private cost of financing.
- DESRI will split 50/50 with UAMPS any benefits it receives under the Powering Affordable Clean Energy program administered by the U.S. Rural Utilities Service.

## **Will the project meet its contractual scheduled commercial operation date?**

DESRI has represented that the 1(A) project is targeted to be operational by November 15, 2023 and the 1(B) project will be operational by December 31, 2023. The contractual Scheduled Commercial Operation Date for 1(A) is September 30, 2023 and for 1(B) is December 31, 2023.

**What happens if the project does not come online as expected?** Steel Solar, LLC has provided development security to protect UAMPS from the failure of the projects to ultimately become operational. The contract also provides for liquidated damages if DESRI fails to meet the Scheduled Commercial Operation Date.

**What is the pricing?** The price is competitive (\$34.66/MWh) with other solar projects of the same size and includes both energy and renewable energy credits (RECs). The Second Amended PPA does not raise the Contract Price.

**What would happen if a participant does not approve the Second Amended and Restated Transaction Schedule?** If the Steel Solar 1(A) and 1(B) Participants do not approve the Transaction Schedule(s), the Firm Power Supply Project would convene a project management meeting to discuss whether any of those participating participants are willing to pick up the available output of a participant that elects not to approve the Second Amended and Restated Transaction Schedule(s).

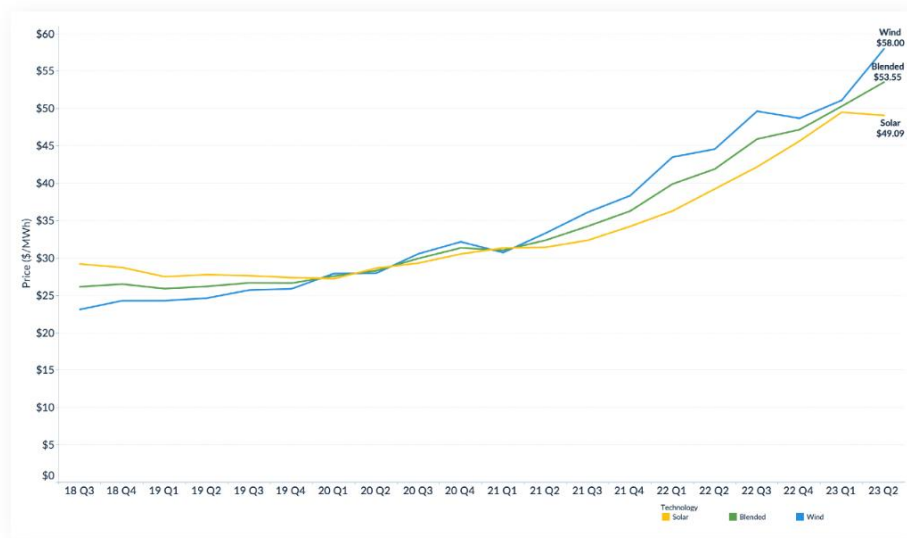
**Why should UAMPS agree to amend the power purchase agreement instead of insisting on compliance with the First Amended and Restated PPA?** DESRI has indicated that a failure to amend the PPA would compromise the availability of financing and their ability to complete the project. Any alternative solar PPA would be at an increased price with an online date of approximately five years due to transmission restrictions and equipment availability. The terms relating to PTCs are standard in contracts for new solar resources. (See the below graph showing PPA index value for North American Solar in Q2 2023 at \$49.09/MWh.) Additionally, DESRI agreed to provide UAMPS with the benefits described above to compensate for the increased penalty for economic curtailment or default.

# LEVELTEN ENERGY

## Q2 2023 PPA Price Index Executive Summary

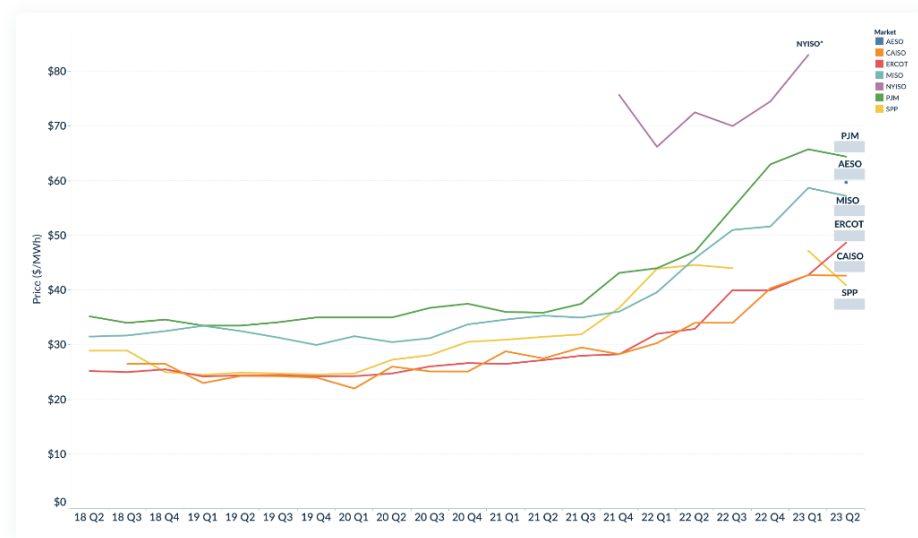
Q3 2018 TO Q2 2023

Market-Averaged Continental Index



Q2 2018 TO Q2 2023

Solar P25 Price Indices by ISO



\*Price data is not available for this quarter. To protect data integrity, data volume has to hit a minimum threshold for the ISO's price to be exposed.

<sup>1</sup> LEVELTEN ENERGY



# **Pole Attachment License Agreement**

Between Washington City and \_\_\_\_\_

(Licensee)

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# Pole Attachment License Agreement

This Pole Attachment Licensing Agreement (the Agreement) dated \_\_\_\_\_, 20\_\_ is made by and between Washington City, a public power utility located in the State of Utah, and \_\_\_\_\_ (Licensee).

## Recitals

- A. Licensee proposes to install and maintain Communications Facilities and associated equipment, Licensee's Attachments, on City's Poles to provide Communications Services; and
- B. City is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee's Attachments on City's Poles, provided that City may refuse, on a nondiscriminatory bases, to issue a Permit where there is insufficient Capacity or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standard; and
- C. The parties intend that this Agreement replaces any previous the Agreement(s) on its termination; and
- D. Therefore, in consideration of the mutual covenants, terms, and conditions set out below the parties agree as follows:

## **ARTICLE 1 – DEFINITIONS**

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below; unless more specifically defined within a specific Article or Paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- 1.1. Affiliate:** when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.
- 1.2. Applicable Standards:** means all applicable engineering and safety standards governing the installation, maintenance, and operation of facilities and the performance of all work in or around electric City Facilities and includes the most current versions of National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations of the Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of City or other federal, state, or local authority with jurisdiction over City Facilities.
- 1.3. Attaching Entity:** means any public or private entity, including Licensee, that, pursuant to a license agreement with City, places an Attachment on City’s Pole to provide Communications Service.
- 1.4. Attachment(s):** means Licensee’s Communications Facilities that are placed directly on City’s Poles, are Overlashed onto an existing Attachment, a Riser or a service drop attached to a single Pole where Licensee has an existing Attachment on such a Pole.
- 1.5. Capacity:** means the ability of a Pole segment to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.
- 1.6. Climbing Space:** means that portion of a Pole’s surface and surrounding space that is free from encumbrances to enable City employees and contractors to safely climb, access, and work on City Facilities and equipment.
- 1.7. Communications Facilities:** means wireline or small cell wireless facilities, including but not limited to, fiber optic, copper, and/or coaxial cables, wireless antennas, receivers or transceivers, including any and all associated equipment, utilized to provide Communications Service.
- 1.8. Communications Service:** means the transmission or receipt of voice, video, data, broadband Internet, or other forms of digital or analog signals over Communications Facilities.
- 1.9. Guy:** means a cable that is in tension to add stability to a free standing structure at dead ends and angle poles. The guy includes; guy ware, anchor and other miscellaneous hardware.
- 1.10. Conduit System:** means underground City trench (Joint City Trench) which includes: electrical, fiber and/or communications systems. City owned conduit systems are not part of this agreement.
- 1.11. Innerduct:** means flexible conduit installed inside a larger rigid conduit for the placement of wire or cable.
- 1.12. Licensee:** means \_\_\_\_\_, its authorized successor and assignees.

- 1.13. Make-Ready Work:** means all work that City reasonably determines to be required to accommodate Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of City Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole replacement and construction, but does not include Licensee's routine maintenance.
- 1.14. Occupancy:** means the use or reservation of space for Attachments on a City Pole.
- 1.15. Overlash:** means to place an additional wire or cable Communications Facility onto an existing attached Communications Facility.
- 1.16. Pedestals/Vaults/Enclosures:** means above-or below-ground housings that are not attached to City Poles but are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices, and/or to provide a service connection point (see Appendix D Specifications).
- 1.17. Permit:** means written or electronic authorization (see Appendix C) by City for Licensee to make or maintain Attachments to specific City Poles pursuant to the requirements of this Agreement. Licensee's attachments made prior to the Effective Date and authorized by City (Existing Attachments) shall be deemed Permitted Attachments hereunder. |
- 1.18. Pole:** means a pole owned or controlled by City that is used for the distribution of electricity and/or Communications Service and is capable of supporting Attachments for Communications Facilities.
- 1.19. Post-Construction Inspection:** means the inspection by City or Licensee or some combination of both to verify that the Attachments have been made in accordance with Applicable Standards and the Permit.
- 1.20. Post-Construction Survey:** means all work or operations required by Applicable Standards and/or City to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection and administrative processing.
- 1.21. Reserved Capacity:** means capacity or space on a Pole that the City has identified and reserved for its own future City requirements at the time of the Permit grant, including the installation of communications circuits for operation of City's electric system.
- 1.22. Riser:** means metallic or fiberglass encasement materials placed vertically on the Pole to guide and protect wires and cables.
- 1.23. Tag:** means to place distinct markers on wires and cables, coded by color or other means specified by City and/or applicable federal, state or local regulations, that will readily identify the type of Attachment (e.g., cable TV, telephone, high-speed broadband data, public safety) and its owner.
- 1.24. City Facilities:** means all personal property and real property owned or controlled by City, including Poles, Conduit System, and related facilities.



## ***ARTICLE 2 - SCOPE OF AGREEMENT***

- 2.1. Grant of License.** Subject to the provisions of this Agreement, City grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain communications Attachments to City's Poles.
- 2.2. Parties Bound by Agreement.** Licensee and City agree to be bound by all provisions of this Agreement.
- 2.3. Permit Issuance Conditions.** City will issue one or more Permit(s) to Licensee only when City determines, in its sole judgment, exercised reasonably, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards.
- 2.4. Reserved Capacity.** Access to space on City Poles will be made available to Licensee with the understanding that certain Poles may be subject to Reserve Capacity for future electric service use. At the time of Permit issuance, City shall notify Licensee if capacity on particular poles is being reserved for reasonably foreseeable future electric use. For Attachments made with notice of such a Reservation of Capacity, on giving Licensee at least sixty (60) calendar days prior notice, City may reclaim such Reserved Capacity at any time following the installation of Licensee's Attachment if required for City's future City service. If reclaimed for City's use, City may at such time also install associated facilities, including the attachment of communications lines for internal City operational or governmental communications requirements. City shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand Capacity for core City service requirements, so that Licensee can maintain its Attachment on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third party Attachments) shall be determined in accordance with Article 9. Licensee shall not be required to bear any of the costs of rearranging or replacing its Attachment(s), if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity.
- 2.5. No Interest in Property.** No use, however lengthy, of any City Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easement or other ownership or property right of any nature in any portion of such Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of City's rights to City Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a Licensee only.
- 2.6. Licensee's Right to Attach.** Nothing in this Agreement, other than a Permit issued pursuant to Article 6, shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole or within any specific portion of the Conduit System.
- 2.7. City's Rights over Poles.** The parties agree that this Agreement does not in any way limit City's right to locate, operate, maintain, or remove its Poles in the manner that will best enable it to fulfill its service requirements or to comply with any federal, state, or local legal requirement.
- 2.8. Other Agreements.** Except as expressly provided in this Agreement, nothing in this Agreement shall limit, restrict, or prohibit City from fulfilling any agreement or arrangement regarding its Poles into which City has previously entered, or may enter in the future, with others not party to this Agreement.

- 2.9. Permitted Uses.** This Agreement is limited to the uses specifically stated in the recitals set forth above and no other use shall be allowed without City's express written consent to such use. Nothing in this Agreement shall be construed to require City to allow Licensee to use City's Poles after the termination of this Agreement.
- 2.10. Overlashing.** The following provisions apply to Overlashing:
- 2.10.1. Licensee shall obtain a Permit for each Overlashing, in accordance with the requirements of Article 6. Absent such authorization, Overlashing constitutes an unauthorized Attachment and is subject to removal or, at City's discretion, imposition of an Unauthorized Attachment fee, as specified in Appendix A, Item 3.
  - 2.10.2. Authorized Overlashing to accommodate Attachments of Licensee or its Affiliate(s) shall not increase the Annual Attachment Fee paid by Licensee pursuant to Appendix A, Item 1. Licensee or Licensee's Affiliate shall, however, be responsible for all Make-Ready Work and other charges associated with the Overlashing. Licensee shall not have to pay a separate Annual Attachment Fee for such Overlashed Attachment.
  - 2.10.3. Make-Ready Work procedures set forth in Article 7 shall apply, as necessary, to all Overlashing.
- 2.11. Enclosures.** Licensee shall not place Pedestals, Vaults, and/or other Enclosures on or within four (4) feet of any Pole or two and one half (2.5) feet from other City Facilities without City's prior written permission. If permission is granted, all such installations shall be per the Specifications and Drawings in Appendix D of this Agreement. Such permission shall not be unreasonably withheld. Further, Licensee agrees to move any such above-ground enclosures in order to provide sufficient space for City to set a replacement Pole. All Licensee's Pedestals, Vaults, and Enclosures shall be labeled and marked with Licensee's company name. All conduit installations shall terminate inside a company identified Pedestal, Vault or Enclosure.
- 2.12. Vegetation Management.** Licensee shall be responsible for all vegetation management next to all overhead and underground lines and facilities owned by the Licensee.

### ***ARTICLE 3 - FEES AND CHARGES***

- 3.1. Payment of Fees and Charges.** Licensee shall pay to City the fees and charges specified in Appendix A and shall comply with the terms and conditions specified in this Agreement.
- 3.2. Payment Period.** Unless otherwise expressly provided, Licensee shall pay any invoice it receives from City pursuant to this Agreement within thirty (30) calendar days after City issues the invoice.
- 3.3. Billing of Attachment Fee.** City shall invoice Licensee for the per-pole Attachment Fee annually. City will submit to the Licensee an invoice for the annual rental period not later than \_\_\_\_\_ [set date] of each year. The initial annual rental period shall commence upon the execution of this Agreement and conclude on \_\_\_\_\_ [set date] of the next year, and each subsequent annual rental period shall commence on the following \_\_\_\_\_ [set date] and conclude on \_\_\_\_\_ [set date] of the subsequent year. The invoice shall set forth the total number of City's Poles on/in which Licensee was issued and/or holds Permit(s) for Attachments during such annual rental period, including any previously authorized and valid Permits.
- 3.4. Refunds.** No fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted under this Agreement. Nor shall any refund be owed if a Pole is not used or abandoned by the City.

- 3.5. Late Charge.** If City does not receive payment for any fee or other amount owed within thirty (30) calendar days after it becomes due, Licensee shall pay interest to City at the rate of eighteen (18%) per month on the amount due.
- 3.6. Payment for Work.** At its sole discretion, City may require that Licensee pay in advance all reasonable costs, including, but not limited to, administrative, construction, inspections, and Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Communications Facilities pursuant to the procedures set forth in Articles 6 and 7 below.
- 3.7. True-Up.** Whenever City, in its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Licensee and the actual cost of the activity exceeds the advance payment of estimated expenses, Licensee agrees to pay City for the difference in cost, provided that City documents such costs with sufficient detail to enable Licensee to verify the charges. To the extent that City's actual cost of the activity is less than the estimated cost, City shall refund to Licensee the difference in cost.
- 3.8. Determination of Charges.** Wherever this Agreement requires the Licensee to pay for work done or contracted by the City, the charge for such work shall include all reasonable material, labor, engineering, administrative, and applicable overhead costs. City shall bill its services based upon actual costs, and such costs will be determined in accordance with City's cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor costs per hour, persons employed, and costs of materials used. Labor costs shall be the greater of the fully loaded costs of municipal labor or the current "union scale" for comparable work in the region. If Licensee was required to perform work and fails to perform such work, necessitating completion of the work by City, City may either charge an additional ten percent (10%) of its costs or assess the penalty specified in Appendix A.
- 3.9. Work Performed by City.** Wherever this Agreement requires City to perform any work, City, at its sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.
- 3.10. Default for Nonpayment.** Nonpayment of any amount due under this Agreement beyond sixty (60) days shall constitute a material default of this Agreement.

#### ***ARTICLE 4 - SPECIFICATIONS***

- 4.1. Installation/Maintenance of Communications Facilities.** When a Permit is issued pursuant to this Agreement, Licensee's Communications Facilities shall be installed and maintained in accordance with the requirements and specifications of Appendix D. All of Licensee's Communications Facilities must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Communications Facilities. Licensee shall, at its own expense, make and maintain its Attachment(s) in safe condition and good repair, in accordance with all Applicable Standards. Notwithstanding anything in this Agreement to the contrary, Licensee shall not be required to update or upgrade its Attachments if they met Applicable Standards at the time they were made, unless such updates or upgrades are required by any revised Applicable Standards.
- 4.2. Tagging.** Licensee shall Tag all of its Communications Facilities as specified in Appendix D and/or applicable federal, state, and local regulations upon installation of such Facilities. Within one year of the execution of this Agreement, Licensee shall also tag any untagged Communications Facilities that were on all City Poles on the effective date of this Agreement. Failure to provide proper tagging will be considered a violation of the Applicable Standards.

- 4.3. **Interference.** Licensee shall not allow its Communications Facilities to impair the ability of City or any third party to use City's Poles, nor shall Licensee allow its Communications Facilities to interfere with the operation of any City Facilities or third-party facilities.
- 4.4. **Protective Equipment.** Licensee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall, at its own expense, install protective devices designed to handle the electric voltage and current carried by City's facilities in the event of a contact with such facilities. Except as provided in Paragraph 16.1, City shall not be liable for any actual or consequential damages to Licensee's Communications Facilities, Licensee's customers' facilities, or to any of Licensee's employees, contractors, customers, or other persons.
- 4.5. **Violation of Specifications.** If Licensee's Communications Facilities, or any part of them, are installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from City, City, at its option, may correct such conditions. City will attempt to notify Licensee in writing prior to performing such work whenever practicable. When City believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of City's service obligations, or present an immediate threat to the physical integrity of City Facilities, City may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable afterward, City will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all actual and reasonable costs incurred by City in taking action pursuant to this Paragraph, and Licensee shall indemnify City against any liability, costs, and expenses, including reasonable attorneys and expert fees, arising out of or relating to any such work.
- 4.6. **Restoration of City Service.** City's service restoration requirements shall take precedence over any and all work operations of Licensee on City's Poles.
- 4.7. **Effect of Failure to Exercise Access Rights.** If Licensee does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within ninety (90) calendar days of the effective date of such right and any extension to such Permit(s), City may, but shall have no obligation to, use the space scheduled for Licensee's Attachment(s) for its own needs or make the space available to other Attaching Entities. In such instances, City shall endeavor to make other space available to Licensee, upon written application under Article 6, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. If City uses the space for its own needs or makes them available to other parties, then from the date that City or a third party begins to use such space, Licensee may obtain a refund on the portion of any Attachment Fees that it has paid in advance for that space. For purposes of this paragraph, Licensee's access rights shall not be deemed effective until any necessary Make-Ready Work has been performed.
- 4.8. **Removal of Nonfunctional Attachments.** At its sole expense, Licensee shall remove any of its Attachments or any part thereof that becomes nonfunctional and no longer fit for service (Nonfunctional Attachment) as provided in this Paragraph 4.8. A Nonfunctional Attachment that Licensee has failed to remove as required in this paragraph shall constitute an unauthorized Attachment and is subject to the Unauthorized Attachment fee specified in Appendix A, Item 3. Except as otherwise provided in this Agreement, Licensee shall remove Nonfunctional Attachments within one (1) year of the Attachment becoming nonfunctional, unless Licensee receives written notice from City that removal is necessary to accommodate City's or another Attaching Entity's use of the affected Pole(s), in which case Licensee shall remove the Nonfunctional Attachment within sixty (60) days of receiving the notice. Where Licensee has received a Permit to Overlash a Nonfunctional Attachment, such Nonfunctional Attachment may remain in place until City notifies Licensee that removal is necessary to accommodate City's or another Attaching Entity's use of the affected Pole(s). Licensee shall give City notice of any Nonfunctional Attachments as provided in Article 15.

## ***ARTICLE 5 - PRIVATE AND REGULATORY COMPLIANCE***

- 5.1. Necessary Authorizations.** Before Licensee occupies any of City's Poles, Licensee shall obtain from the appropriate public or private authority, or from any property owner or other appropriate person, any required authorization to construct, operate, or maintain its Communications Facilities on public or private property. City retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this Article 5 include, but are not limited to, its obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and easements and all necessary licenses and authorizations to provide the services that it provides over its Communications Facilities. Licensee shall defend, indemnify, and reimburse City for all losses, costs, and expenses, including reasonable attorney's fees, that City may incur as a result of claims by governmental bodies, owners of private property, or other person, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on City's Poles or to provide particular services.
- 5.2. Lawful Purpose and Use.** Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable federal, state and local laws.
- 5.3. Forfeiture of City's Rights.** No Permit granted under this Agreement shall extend, or be deemed to extend, to any of City's Poles, to the extent that Licensee's Attachment would result in a forfeiture of City's rights. Any Permit that would result in forfeiture of City's rights shall be deemed invalid as of the date that City granted it. Further, if any of Licensee's existing Communications Facilities, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Licensee shall promptly remove its Facilities upon receipt of written notice from City. If Licensee does not remove its Communications Facilities in question within thirty (30) days of receiving written notice from City, City may at its option perform such removal at Licensee's expense. Notwithstanding the forgoing, Licensee shall have the right to contest any such forfeiture before any of its rights are terminated, provided that Licensee shall indemnify City for liability, costs, and expenses, including reasonable attorney's fees, that may accrue during Licensee's challenge.
- 5.4. Effect of Consent to Construction/Maintenance.** Consent by City to the construction or maintenance of any Attachments by Licensee shall not be deemed consent, authorization, or acknowledgement that Licensee has obtained all required Authorizations with respect to such Attachment.

## ***ARTICLE 6 - PERMIT APPLICATION PROCEDURES***

- 6.1. Permit Required.** Licensee shall not make any Attachments to any of City's Poles without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix B. Unless updates or upgrades are required by Applicable Standards, or unless City notifies Licensee to the contrary, Licensee shall not be required to obtain Permits for Attachment(s) existing as of the effective date of this Agreement. Such grandfathered Attachments shall, however, be subject to the Attachment Fees specified in Appendix A. Licensee shall provide City a list of all such pre-existing Attachments within six (6) months of the effective date of this Agreement.
- 6.2. Permits for Overlashing.** As set out in Paragraph 2.10, Permits are required for any Overlashing allowed under this Agreement and Licensee, Licensee's Affiliate or other third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such Overlashing.
- 6.3. Professional Certification.** Unless otherwise waived in writing by City, as part of the Permit application process and at Licensee's sole expense, a qualified and experienced professional engineer, or an employee or contractor of Licensee who has been approved by City, must participate in the Pre Construction Survey,



conduct the Post-Construction Inspection, and certify that Licensee's Communications Facilities can be and were installed on the identified Poles in compliance with the standards in Paragraph 4.1, the City's pole attachment and loading analysis requirements (Appendix D.3) and in accordance with the Permit. The professional engineer's qualifications must include experience performing such work, or substantially similar work, on electric transmission or distribution systems. City may require the Licensee's professional engineer to conduct a post-construction inspection that City will verify by means that it deems to be reasonable. City, at its discretion, may waive the requirements of this Paragraph 6.3, with respect to service drops.

**6.4. City Review of Permit Application.** Upon receipt of a properly executed Application for Permit (Appendix C), which shall include the Pre-Construction Survey, certified per Paragraph 6.3 above, and detailed plans for the proposed Attachments in the form specified in Appendix E, City will review the Permit Application and discuss any issues with Licensee, including engineering or Make-Ready Work requirements associated with the Permit Application. City acceptance of the submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis. Unless otherwise agreed, the Permit application process shall be consistent with the following timeline:

- 6.4.1. **Review Period.** City shall review and respond to properly executed and complete Permit Applications for routine installations as promptly as is reasonable with a goal of providing a response during normal circumstances of within forty-five (45) days of receipt. For Permit Applications seeking Attachments to 50 or more Poles, City may require additional time to review. City's response will either provide a written explanation as to why the Application is being denied, in whole or in part, or provide an estimate of the costs of all necessary Make-Ready Work.
- 6.4.2. Upon receipt of City's Make-Ready estimate, Licensee shall have fourteen (14) days to approve the estimate and provide payment in accordance with this Agreement and the specifications of the estimate.
- 6.4.3. City will complete routine Make-Ready Work within one hundred twenty (120) days of receipt of payment. If there are extenuating circumstances that make the necessary Make-Ready more complicated or time-consuming, including, but not limited to, the number of Poles, seasonal weather conditions, City shall identify those factors in the Make-Ready estimate and the parties shall agree upon a reasonable timeframe for completion.
- 6.4.4. Attachments of wireless Communications Facilities located above the electric space are not authorized.
- 6.4.5. City may toll the time period for completion of Make-Ready Work by written notice in order to respond to severe storms, natural disasters, or other emergency situations.

**6.5. Permit as Authorization to Attach.** Upon completion of any necessary Make-Ready Work, receipt of payment for such work, and inspection, City will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s).

## ***ARTICLE 7 - MAKE-READY WORK/INSTALLATION***

**7.1. Estimate for Make-Ready Work.** If the City determines that it can accommodate Licensee's request for Attachment(s), including Overlashing of an existing Attachment, it will, upon request, advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.

**7.2. Payment of Make-Ready Work.** Upon completion of the Make-Ready Work, City shall invoice Licensee for City's actual cost of such Make-Ready Work. Alternatively, City, at its discretion, may require payment in advance for Make-Ready Work based upon the estimated cost of such work. In such case, upon completion, Licensee shall pay City's actual cost of Make-Ready Work. The costs of the work shall be itemized in accordance with Paragraph 3.9 and trued up in accordance with Paragraph 3.8.

- 7.3. Who May Perform Make-Ready Work.** Make-Ready Work shall be performed only by City and/or a contractor authorized by City to perform such work. If City cannot perform the Make-Ready Work to accommodate Licensee's Communications Facilities within one hundred twenty (120) calendar days of Licensee's agreement to Make-Ready Work estimate, Licensee may request the ability to use a qualified contractor to perform such work and shall specify when such work would be performed. In all instances, qualified contractors, if allowed, must be pre-approved by City for such work on an annual basis.
- 7.4. Scheduling of Make-Ready Work.** In performing all Make-Ready Work to accommodate Licensee's Communications Facilities, City will endeavor to include such work in its normal work schedule. If Licensee requests that the Make-Ready Work be performed on a priority basis or outside of City's normal work hours, Licensee will pay any resulting increased costs. Nothing in this Agreement shall be construed to require City to perform Licensee's work before other scheduled work or City service restoration.
- 7.5. Notification of Make-Ready Work.** Before starting Make-Ready Work, City shall notify all Attaching Entities of the date and location of the scheduled work and shall afford all such entities an opportunity to make any modifications to their existing Attachments in connection with the Make-Ready Work.
- 7.6. Written Approval of Installation Plans Required.** Before making any Attachments to City's Poles, including Overlashing of existing Attachments, Licensee must obtain City's written approval of detailed plans for the Attachments. Such detailed plans shall accompany a Permit application as required under Paragraph 6.4.
- 7.7. Licensee's Installation/Removal/Maintenance Work.**
- 7.7.1. All of Licensee's installation, removal, and maintenance work, by either Licensee's employees or authorized contractors, shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of City's Poles.
  - 7.7.2. All of Licensee's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all applicable regulations specified in Paragraph 4.1. Licensee shall assure that any person installing, maintaining, or removing its Communications Facilities is fully qualified and familiar with all Applicable Standards, the provisions of Article 17, and the Minimum Design Specifications contained in Appendixes D & G.

## **ARTICLE 8 - TRANSFERS**

- 8.1. Required Transfers of Licensee's Communications Facilities.** If City reasonably determines that a transfer of Licensee's Communications Facilities is necessary, City will, at its option, either require Licensee to perform such transfer at Licensee's expense within sixty (60) calendar days after receiving notice from City. If Licensee fails to transfer its Facilities within sixty (60) calendar days after receiving such notice from City, City shall have the right to transfer Licensee's Facilities using its personnel and/or contractors. The costs of such transfers shall be as specified under Article 9. City shall not be liable for damage to Licensee's Facilities except to the extent provided in Paragraph 16.1. The written advance notification requirement of this Paragraph shall not apply in emergency situations. In emergency situations, City shall provide such advance notice as is practical, given the urgency of the particular situation. City shall then provide written notice of any such actions taken within ten (10) days following the occurrence. Irrespective of who owns Facilities that are Overlashed on to Licensee's Attachments, Licensee is responsible for the transfer of such Facilities and the costs of doing so.
- 8.2. Temporary Transfers.** City will notify Licensee of any temporary transfers of Licensee's communication facilities if pole replacement or any other overhead City work is required. Licensee will take full responsibility for work and the safety of the public until the transfer has been completed.

*ARTICLE 9 - MODIFICATIONS AND/OR REPLACEMENTS*

- 9.1. Licensee's Action Requiring Modification/Replacement.** If any Pole to which Licensee desires to make Attachment(s) is unable to support or accommodate the additional facilities in accordance with all Applicable Standards, City will notify Licensee of the necessary Make-Ready Work, and associated costs, to provide adequate Pole space, including, but not limited to, replacement of the Pole and/or rearrangement or transfer of City's Facilities, as well as the facilities of other Attaching Entities. Licensee shall be responsible for separately entering into an agreement with other Attaching Entities concerning the allocation of costs for the relocation or rearrangement of such entities existing Attachments. If Licensee elects to go forward with the necessary changes, Licensee shall pay to City the actual cost of the Make-Ready Work, performed by City, in accordance with Paragraph 3.9. City, in its discretion, may require advance payment. Licensee shall also be responsible for obtaining, and furnishing to City before the commencement of any Make-Ready Work, agreements between Licensee and the other Attaching Entities (including Overlashers) concerning the relocation or rearrangement of their Attachments and the costs involved.
- 9.2. Treatment of Multiple Requests for Same Pole.** If City receives Permit Applications for the same Pole from two or more prospective Licensees within sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification of the Pole or replacement of the Pole, City will allocate among such Licensees the applicable costs associated with such modification or replacement.
- 9.3. Guying.** The use of guying to accommodate Licensee's Attachments shall be provided by, and at the expense of, Licensee and to the satisfaction of City, as specified in Appendixes D & G. Licensee shall not attach its guy wires to City's anchors without prior written permission of City. If permission is granted, charges may apply. All new guy anchors and hardware must be pre-approved by City and inspected after installation. Once this is completed, pole attachments can begin.
- 9.4. Allocation of Costs.** The costs for any rearrangement or transfer of Licensee's Communications Facilities or the replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of City's cables or wires) shall be allocated to City and/or Licensee and/or other Attaching Entity on the following basis:
- 9.4.1.** If City intends to modify or replace a Pole solely for its own system upgrade or maintenance requirements, it shall be responsible for the costs related to the modification/replacement of the Pole. Licensee shall be responsible for costs associated with the rearrangement or transfer of Licensee's Communications Facilities to the new poles or system configuration. Prior to making any such modification or replacement, City shall provide Licensee writing notification of its intent in order to provide Licensee a reasonable opportunity to modify or add to its existing Attachment. Should the Licensee decide to do so, it must seek City's written permission in accordance with this Agreement. If Licensee elects to add to or modify its Communications Facilities, Licensee shall pay its fair share of the costs incurred by City in making the space on the Poles accessible to Licensee.
  - 9.4.2.** If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for all costs caused by the modification or replacement of the Pole as well as the costs associated with the transfer or rearrangement of any other Attaching Entity's Communications Facilities. At the time Licensee submits a Permit Application to City, Licensee shall submit evidence, in writing, that it has made arrangements to reimburse all affected Attaching Entities for their costs caused by the transfer or rearrangement of their Facilities. City shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Facilities pursuant to this Paragraph 9.4.2.



- 9.4.3. If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than City or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or replacement, as well as the costs for rearranging or transferring Licensee's Communications Facilities. Licensee shall cooperate with such third-party Attaching Entity to determine the costs of moving Licensee's facilities.
- 9.4.4. If the Pole must be modified or replaced for reasons unrelated to the use of the Pole by Attaching Entities (e.g., storm, accident, deterioration), City shall pay the costs of such modification or replacement and Licensee shall pay the costs of rearranging or transferring its Communications Facilities.

- 9.5. **City Not Required to Relocate.** Nothing in this Agreement shall be construed to require City to relocate its Attachments or to modify or replace its Poles for the benefit of Licensee.

#### ***ARTICLE 10 - ABANDONMENT OR REMOVAL OF CITY FACILITIES***

- 10.1. **Notice of Abandonment or Removal of City Facilities.** If City desires at any time to abandon, remove, or underground any City Facilities to which Licensee's Communications Facilities are attached, it shall give Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such City's Facilities. Notice may be limited to thirty (30) calendar days if City is required to remove or abandon its City Facilities as the result of the action of a third party and the lengthier notice period is not practical. If, following the expiration of the 30-day period, Licensee has not yet removed and/or transferred all of its Communication Facilities and has not entered into an agreement to purchase City's Facilities pursuant to Paragraph 10.2, City shall have the right, but not the obligation, to remove or transfer Licensee's Communications Facilities at Licensee's expense. City shall give Licensee prior written notice of any such removal or transfer of Licensee's Facilities.
- 10.2. **Underground Relocation.** If City moves any portion of its aerial system underground, Licensee shall remove its Communications Facilities from any affected Poles within sixty (60) calendar days of receipt of notice from City and must either relocate its affected Facilities underground with City or find other means to accommodate its Facilities. If Licensee does not remove its Attachments within sixty (60) days, City shall have the right to remove or transfer Licensee's Communications Facilities at Licensee's expense. Licensee's failure to remove its Facilities as required under this Paragraph 10.3 shall subject Licensee to the penalty provisions of Appendix A, item 4.

#### ***ARTICLE 11 - REMOVAL OF LICENSEE'S FACILITIES***

- 11.1. **Removal on Expiration/Termination.** At the expiration or other termination of this License Agreement or individual Permit(s), Licensee shall remove its Communications Facilities from the affected Poles at its own expense. If Licensee fails to remove such Facilities within sixty (60) calendar days of expiration or termination or some greater period as allowed by City, City shall have the right, but not the obligation, to remove or transfer such Facilities at Licensee's expense.

#### ***ARTICLE 12 - TERMINATION OF PERMIT***

- 12.1. **Automatic Termination of Permit.** Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole(s) covered by the Permit.

- 12.2. Surrender of Permit.** Licensee may at any time surrender any Permit for Attachment(s) and remove its Communications Facilities from the affected Pole(s), provided, however, that before commencing any such removal, Licensee must obtain City's written approval of Licensee's plans for removal, including the name of the person or entity performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to insurance requirements of Article 18. No refund of any fees or costs will be made upon removal. If Licensee surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Attachments from City's Facilities within thirty (30) calendar days, City shall have the right, but not the obligation, to remove or transfer Licensee's Attachments at Licensee's expense.

### ***ARTICLE 13 - INSPECTION OF LICENSEE'S FACILITIES***

- 13.1. Inspections.** City may conduct an inventory and inspection of Attachments at any time. Within thirty (30) calendar days of receiving written notice from City, Licensee shall correct all Attachments that City identifies as being out of compliance with Applicable Standards. If City finds that five percent (5%) or more of Licensee's Attachments are either in non-compliance or not permitted, Licensee shall pay its pro rata share of the costs of the inspection.
- 13.2. Notice.** City will give Licensee reasonable advance written notice of such inspections, except in those instances in which safety considerations justify the need for such inspection without delay.
- 13.3. No Liability.** Inspections performed under this Article 13, or the failure to do so, shall not operate to impose upon the City any liability of any kind whatsoever or to relieve the Licensee of any responsibility, obligations, or liability, whether assumed under this Agreement or otherwise existing.
- 13.4. Attachment Records.** Notwithstanding the above inspection provisions, Licensee shall furnish to City annually an up-to-date electronic map depicting the locations of its Attachments, in a format specified by City.
- 13.5. Pole Testing.** Pole testing on City owned poles will only be performed by the City. No other pole testing shall be performed by Licensee or Licensee's contracted testing company. City will provide individual pole testing results upon Licensee's request.

### ***ARTICLE 14 - UNAUTHORIZED OCCUPANCY OR ACCESS***

- 14.1. Penalty Fee.** If any of Licensee's Attachments are found occupying any Pole for which no Permit has been issued, City, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Access Penalty Fee, as specified in Appendix A, Item 3. If Licensee fails to pay such Fee within thirty (30) calendar days of receiving notification of it, City shall have the right, but not the obligation, to remove such Communications Facilities at Licensee's expense.

To void penalty fees and removal, attacher will be required to submit an application for attachment, pay all application fees, and have all inspections passed. Permit to attach will then be issued by the City.

- 14.2. No Ratification of Unauthorized Use.** No act or failure to act by City with regard to any unauthorized use shall be deemed as ratification of the unauthorized use. Unless the parties agree otherwise, a Permit for a previously unauthorized Attachment shall not operate retroactively or constitute a waiver by City of any of its rights or privileges under this Agreement or otherwise, and Licensee shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

## ***ARTICLE 15 - REPORTING REQUIREMENTS***

At the time that Licensee pays its annual Attachment Fee, Licensee shall also provide the following information to City, using the reporting form contained in Appendix E:

- 15.1.** The Poles on which Licensee has installed, during the relevant reporting period, Risers and service drops, for which no Permit was required.
- 15.2.** All Attachments that have become nonfunctional during the relevant reporting period. The report shall identify the Pole on which the nonfunctional Attachment is located, describe the nonfunctional equipment, and indicate the approximate date the Attachment became nonfunctional.
- 15.3.** Any equipment Licensee has removed from Poles during the relevant reporting period. The report shall identify the Pole from which the equipment was removed, describe the removed equipment, and indicate the approximate date of removal. This requirement does not apply where Licensee is surrendering a Permit pursuant to Paragraph 12.2.

## ***ARTICLE 16 - LIABILITY AND INDEMNIFICATION***

- 16.1. Liability.** City reserves to itself the right to maintain and operate its Poles in the manner that will best enable it to fulfill its service requirements. Licensee agrees to use City's Poles at Licensee's sole risk. Subject to Paragraph 16.5, City agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the physical repair of facilities damaged by the gross negligence or willful misconduct of City; provided, however, that the aggregate liability of City to Licensee, in any fiscal year, for any fines, penalties, claims, damages, or costs, arising out of or relating in any way to Licensee's service or interference with the operation of Licensee's Communications Facilities (including special, indirect, punitive, or consequential damages) shall not exceed the amount of the total Annual Attachment Fees paid by Licensee to City for that year, as calculated based on the number of Attachments under Permit at the time of occurrence, as set forth in Appendix A, Item 1.
- 16.2. Indemnification.** Licensee, and any agent, contractor, or subcontractor of Licensee, shall defend, indemnify, and hold harmless City and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments and death benefits), and expenses (including reasonable attorney's fees of City and all other costs and expenses of litigation) (Covered Claims) arising in any way, including any act, omission, failure, negligence, or willful misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by Licensee, or by Licensee's officers, directors, employees, agents, or contractors, of Licensee's Communications Facilities, except to the extent of City's gross negligence or willful misconduct solely giving rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:
  - 16.2.1.** Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;

- 16.2.2. Cost of work performed by City that was necessitated by Licensee's failure, or the failure of Licensee's officers, directors, employees, agents or contractors, to install, maintain, use, transfer, or remove Licensee's Communications Facilities in accordance with the requirements and specifications of this Agreement, or from any other work this Agreement authorizes City to perform on Licensee's behalf;
- 16.2.3. Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work of obligation undertaken by Licensee, or Licensee's officers, directors, employees, agents, or contractors, pursuant to this Agreement;
- 16.2.4. Liabilities incurred as a result of Licensee's violation, or a violation by Licensee's officers, directors, employees, agents, or contractors, of any law, rule, or regulation of the United States, any state, or any other governmental entity or administrative agency.

**16.3. Procedure for Indemnification.**

- 16.3.1. City shall give prompt written notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against City, City shall give the notice to Licensee no later than sixty (60) calendar days after City receives written notice of the action, suit, or proceeding.
- 16.3.2. City's failure to give the required notice will not relieve Licensee from its obligation to indemnify City unless, and only to the extent, that Licensee is materially prejudiced by such failure.
- 16.3.3. Licensee will have the right at any time, by notice to City, to participate in or assume control of, the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to City. City agrees to cooperate fully with Licensee. If Licensee assumes control of the defense of any third-party claim, City shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of any third-party claim, Licensee shall be bound by the results obtained by City with respect to the claim.

**16.4. Environmental Hazards.** Licensee represents and warrants that its use of City's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about City's Poles or transport to City's Poles any hazardous substances and that Licensee's Communications Facilities will not constitute or contain and will not generate any hazardous substance in violation of federal, state, or local law now or hereafter in the effect, including any amendments. "Hazardous Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, dangerous radio frequency radiation, or other similar terms by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, its Communications Facilities would not release any Hazardous Substances. Licensee and its agents, contractors, and subcontractors shall defend, indemnify, and hold harmless City and its respective officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, or expenses (including reasonable attorney's fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage, or discovery of any Hazardous Substances on, under, or adjacent to City's Poles attributable to Licensee's use of City's Poles.

- 16.5. Municipal Liability Limits.** No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by City of any applicable state limits on municipal liability or governmental immunity. No indemnification provision contained in this Agreement under which Licensee indemnifies City shall be construed in any way to limit any other indemnification provision contained in this Agreement.
- 16.6.** If City brings a successful action in a court of competent jurisdiction to enforce this Agreement, Licensee shall pay City's reasonable attorney's fees.

## ***ARTICLE 17 - DUTIES, RESPONSIBILITIES, AND EXCULPATION***

- 17.1. Duty to Inspect.** Licensee acknowledges and agrees that City does not warrant the condition or safety of City's Facilities, or the premises surrounding the Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect City's Poles and/or premises surrounding the Poles, prior to commencing any work on City's Poles or entering the premises surrounding such Poles.
- 17.2. Knowledge of Work Conditions.** By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.
- 17.3. DISCLAIMER. CITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO CITY'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND CITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. CITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 17.4. Duty of Competent Supervision and Performance.** The parties further understand and agree that, in the performance of work under this Agreement, Licensee and its agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other City Facilities. The parties understand and intend that energy generated, stored, or transported by City Facilities will not be interrupted during the continuance of this Agreement, except in emergencies endangering life or threatening grave personal injury or property. Licensee shall ensure that its employees, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, and subcontractors; employees, agents, contractors, and subcontractors of City; and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, agents, contractors, and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of City's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.
- 17.5. Requests to De-energize.** If City de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse City in accordance with Paragraph 3.9, for all costs and expenses that City incurs in complying with Licensee's request. Before City de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Licensee's request.
- 17.6. Interruption of Service.** If Licensee causes an interruption of service by damaging or interfering with any equipment of City, Licensee shall, at its own expense, immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify City immediately.



- 17.7. Duty to Inform.** Licensee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on City's Poles by Licensee's employees, agents, contractors, or subcontractors, and Licensee accepts the duty and sole responsibility to notify and inform Licensee's employees, agents, contractors, or subcontractors of such dangers, and to keep them informed regarding same.

## **ARTICLE 18 - INSURANCE**

- 18.1. Policies Required.** At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:
- 18.1.1. Workers Compensation and Employers' Liability Insurance.** Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Utah law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of City. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
  - 18.1.2. Commercial General Liability Insurance.** Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with Limits of liability not less than \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence.
  - 18.1.3. Automobile Liability Insurance.** Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
  - 18.1.4. Umbrella Liability Insurance.** Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$4,000,000 each occurrence, \$4,000,000 aggregate.
  - 18.1.5. Property Insurance.** Each party will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and City structures, fencing, or support systems that may be placed on, within, or around City Facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure such exposures.
- 18.2. Qualification; Priority; Contractors' Coverage.** The insurer must be authorized to do business under the laws of the state of Utah and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article 18 with the same limits.
- 18.3. Certificate of Insurance; Other Requirements.** Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee will furnish City

with a certificate of insurance (Certificate) and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Agreement and workers' compensation and property insurance waivers of subrogation required by this Agreement. City shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. City, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate of Insurance. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis.

All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by City. Licensee shall defend, indemnify and hold harmless City and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to City upon requests.

- 18.4. Limits.** The limits of liability set out in this Article 18 may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Licensee's exposure to risk.
- 18.5. Prohibited Exclusions.** No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with City except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to City's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

## ***ARTICLE 19 - AUTHORIZATION NOT EXCLUSIVE***

City shall have the right to grant, renew, and extend rights and privileges to others not party to this Agreement by contract or otherwise, to use City Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

## ***ARTICLE 20 - ASSIGNMENT***

- 20.1. Limitations on Assignment.** Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of City, which consent shall not be unreasonably withheld.
- 20.2. Obligations of Assignee/Transferee and Licensee.** No assignment or transfer under this Article 20 shall be allowed until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of Licensee arising under this Agreement. Licensee shall furnish City with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee. Notwithstanding any assignment or transfer, Licensee shall remain fully liable under this Agreement and shall not be released from performing any of the terms, covenants, or conditions of this Agreement without the express written consent to the release of Licensee by City.

- 20.3. Sub-licensing.** Without City's prior written consent, Licensee shall not sub-license or lease to any third party, including but not limited to, allowing third parties to place Attachments on City's Facilities, including Overlashing, or to place Attachments for the benefit of such third parties on City's Poles. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Communications Facilities by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or Overlashing is not subject to this Paragraph 20.3.

## ***ARTICLE 21 - FAILURE TO ENFORCE***

Failure of City or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.

## ***ARTICLE 22 - ISSUE RESOLUTION PROCESS***

- 22.1. Dispute Resolution.** Except for an action seeking a temporary restraining order or an injunction or to compel compliance with this dispute resolution procedure, the parties can invoke the dispute resolution procedures in this Article at any time to resolve a controversy, claim, or breach arising under this Agreement. Each party will bear its own costs for dispute resolution activity.
- 22.2. Initial Meeting.** At either party's written request, each party will designate knowledgeable, responsible, senior representatives to meet and negotiate in good faith to resolve a dispute. The representatives will have discretion to decide the format, frequency, duration, and conclusion of these discussions. The parties will conduct any meeting in-person or via conference call, as reasonably appropriate.
- 22.3. Executive Meeting.** If ninety (90) days after the first in-person meeting of the senior representatives, the parties have not resolved the dispute to their mutual satisfaction, each party will designate executive representatives at the director level or above to meet and negotiate in good faith to resolve the dispute. To facilitate the negotiations, the parties may agree in writing to use mediation or another alternative dispute resolution procedure.
- 22.4. Unresolved Dispute.** If after sixty (60) days from the first executive-level, in-person meeting, the parties have not resolved the dispute to their mutual satisfaction; either party may invoke any legal means available to resolve the dispute, including enforcement of the default and termination procedures set out in Article 24.
- 22.5. Confidential Settlement.** Unless the parties otherwise agree in writing, communication between the parties under this Article will be treated as confidential information developed for settlement purposes, exempt from discovery and inadmissible in litigation.
- 22.6. Business as Usual.** During any dispute resolution procedure or lawsuit, the Utilities will continue providing services to each other and performing their obligations under this Agreement.

## ***ARTICLE 23 - TERMINATION OF AGREEMENT***

- 23.1.** City shall have the right, pursuant to the procedures set out in this Article 23, to terminate this entire Agreement, or any Permit issued under it, whenever Licensee is in default of any material term or condition



of this Agreement, including, but not limited to, the following circumstances:

- 23.1.1. Construction, operation, or maintenance of Licensee's Communications Facilities in violation of law, or in aid of any unlawful act or undertaking; or
  - 23.1.2. Construction, operation, or maintenance of Licensee's Communications Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental authority or any private holder of easements or other rights, or violation of any other agreement with City; or
  - 23.1.3. Construction, operation, or maintenance of Licensee's Communications Facilities without the insurance coverage required under Article 18.
- 23.2.** City will notify the Licensee in writing of any defaults by Licensee under this Agreement. Licensee shall take immediate corrective action to eliminate any such defaults within fifteen (15) calendar days, or such longer period as the parties may agree, and shall confirm in writing to City that the cited condition or conditions have ceased or been corrected, or are in the process of being corrected.
- 23.3.** If Licensee contests the existence of the default, it may invoke the dispute resolution procedures of Article 22.
- 23.4.** If the parties are unable to resolve the dispute and Licensee fails to discontinue or correct a default in a timely manner or fails to give the required confirmation, City may immediately terminate this Agreement or any Permit(s) granted under it. In the event of termination of this Agreement or any of Licensee's rights, privileges, or authorizations, City may seek removal of Licensee's Communications Facilities pursuant to the terms of Article 11, from any or all of City's Poles or portions of City's Conduit System. In such instance, Licensee shall remain liable to City for all fees and charges accrued pursuant to the terms of this Agreement.

#### ***ARTICLE 24 - TERM OF AGREEMENT***

- 24.1.** This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of five (5) years and, unless terminated by either party, shall automatically be renewed for two additional five-(5) year terms. Either party may terminate this Agreement at the end of the initial term or a successor term by giving written notice of intent to terminate the Agreement at the end of the then-current term. Such a notice must be given at least ninety (90) calendar days prior to the end of the then-current term.
- 24.2.** Even after the termination of this Agreement, Licensee's indemnity obligations shall continue with respect to any claims or demands related to Licensee's Communications Facilities, as provided for in Article 16.

#### ***ARTICLE 25 - AMENDING AGREEMENT***

This Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both parties.

## ***ARTICLE 26 - NOTICES***

- 26.1.** Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be in effect when personally delivered to, or when mailed by certified mail with return receipt requested, with postage prepaid, and except where specifically provided for elsewhere, properly addressed as follows:
- If to City, at: Washington City - Attorney  
111 North 100 East  
Washington, UT 84780
- If to Licensee, at:
- 26.2.** The above, notwithstanding, the parties may agree to utilize electronic communications, such as email, for notifications related to the Permit's application, approval process, necessary transfer and/or poled modifications.
- 26.3.** Licensee shall maintain a staffed, 24-hour emergency, telephone number, not available to the general public, where City can contact Licensee to report damage to Licensee's facilities or other situations requiring immediate communications between the parties. Such contact person shall be qualified and able to respond to City's concerns and requests. Failure to maintain an emergency contact shall subject Licensee to a penalty of \$100 per incident, and shall eliminate City's liability to Licensee for any actions that City deems reasonably necessary given the specific circumstances.

## ***ARTICLE 27 - ENTIRE AGREEMENT***

This Agreement and its appendices constitute the entire agreement between the parties concerning attachments of Licensee's Communications Facilities on City's Poles or within City's Conduit System within the geographical service area covered by this Agreement. Unless otherwise expressly stated in this Agreement, all previous agreements, whether written or oral, between City and Licensee are superseded and of no further effect

## ***ARTICLE 28 - SEVERABILITY***

If any provision or portion thereof of this Agreement is, or becomes, invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not include the invalid provision.

## ***ARTICLE 29 - GOVERNING LAW***

All matters relating to this Agreement shall be governed by the laws (without reference to choice of law) of the state of Utah.

***ARTICLE 30 - INCORPORATION OF RECITALS AND APPENDICES***

The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.

***ARTICLE 31 - PERFORMANCE BOND***

On execution of this Agreement, Licensee shall provide to City a performance bond or letter of credit in an amount of \_\_\_\_ (\$ \_\_\_\_). The bond shall be with an entity and in a form acceptable to City. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Agreement and for the payment by Licensee of any claims, liens, taxes, liquidated damages, penalties, and fees due to City that arise by reason of the construction, operation, maintenance, or removal of Licensee's Communications Facilities on or about City's Poles.

***ARTICLE 32 - FORCE MAJEURE***

- 32.1.** If either City or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible.
- 32.2.** City shall not impose any charges on Licensee stemming solely from Licensee's inability to perform required acts during a period of unavoidable delay as described in Paragraph 32.1, provided that Licensee present City with a written description of such force majeure within a reasonable time after occurrence of the event or cause relied on, and further provided that this provision shall not operate to excuse Licensee from the timely payment of any fees or charges due City under the Agreement.

N WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

(CITY) (LICENSEE)

BY: \_\_\_\_\_ BY: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**WASHINGTON CITY**

STATE OF UTAH

:SS

County of \_\_\_\_\_

I, the undersigned, a Notary Public in and for the state of Utah, hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me [NAME] \_\_\_\_\_, [TITLE] \_\_\_\_\_ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

\_\_\_\_\_  
Notary Public in and for the State of Utah, residing at  
UTAH

**LICENSEE**

STATE UTAH

:SS

County of \_\_\_\_\_

I, the undersigned, a Notary Public in and for the state of Utah, hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me [NAME] \_\_\_\_\_, [TITLE] \_\_\_\_\_ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

\_\_\_\_\_  
Notary Public in and for the State of Utah, residing at  
UTAH

## ***Appendix A – Fees and Charges***

### ***Pole Attachment Licensing Agreement***

Effective Date: **??/??/2022**

**1. Annual Pole Attachment Fee:**

**\$\$\$** per attachment/per year.

**2. Non-Recurring Fees:**

Permit Application Fee

**\$\$\$** Per Pole Attachment Permit Application

**1 - 20** Poles

Any poles over 20 each, a new application must be submitted

Make Ready Work Charges

See article 3 of Agreement

Miscellaneous Charges

See Article 3 of Agreement (or Attache Fee Schedule for Work Performed for the Licensee)

Inspection Fees

Included with Pole Attachment Permit Application

Riser Fee

**\$\$\$** One-time fee at installation included on Pole Attachment Permit fee application

Over Head Wire Storage on Pole Fee

**\$\$\$** Per bundle per year

**3. Unauthorized Attachment Penalty Fee:** 5x annual attachment fee, per occurrence.

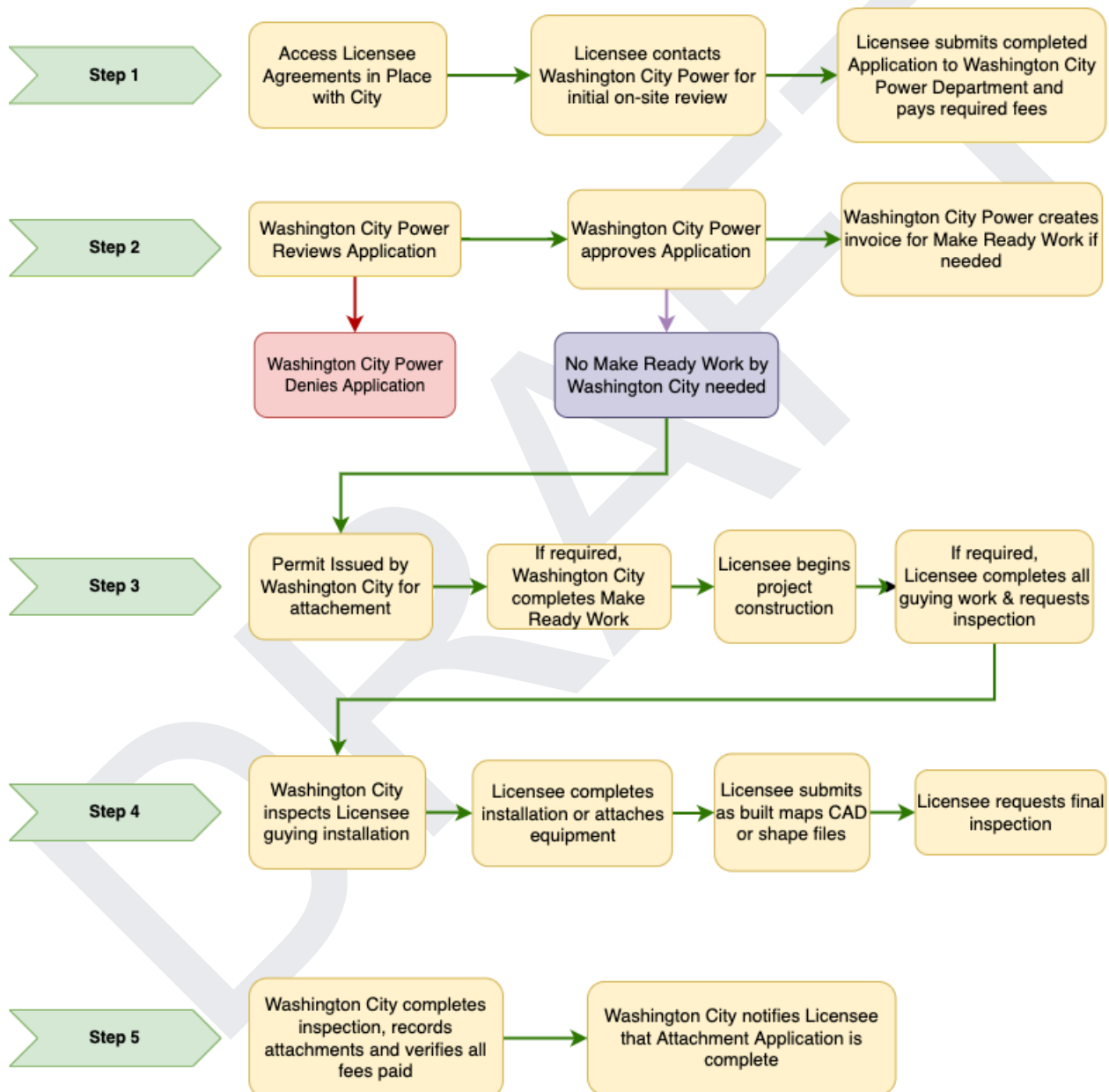
**4. Failure to Timely Transfer, Abandon, or Remove Facilities Penalty:** 1/5 annual attachment fee per day, per pole, first 30 days; after the initial 30 days the penalty shall be equal to the annual attachment fee per day, per pole.

## ***Appendix B – Pole Attachment Permit Application Process***

The following procedure is to be followed by each Licensee seeking to make new attachments (wireline or small cell) on Washington City Power Department's (WCP) Poles, or overlashing to existing pole tenant facilities on WCPD's Poles. Note that no entity may make any Attachments to WCP's Poles or overlash to existing pole tenant facilities on WCP's Poles without having first entered into a binding Pole Attachment Licensing Agreement with WCP. Third parties seeking to overlash to existing pole tenant facilities must also have a written overlash agreement with the pole tenant to be overlash. The overlash agreement must be provided to the WCP at the time of application.

1. Licensee shall submit a written request to perform a Pre-Construction Inspection. The request must include a preliminary route description. Licensee shall have an approved professional engineer or WCP approved employee or contractor, participate in a Pre Construction Inspection, which will include a review of the proposed Attachment(s) to determine the feasibility of the request and identify any potential Make-Ready Work. Appendix E to this Agreement contains the minimum design review information that an applicant must provide. Including a worksheet for determining the minimum specifications that the proposed attachments must meet.
2. Following the Pre-Construction Inspection, Licensee shall submit a completed Application for Permit that includes: route map, information required in Appendix L, installation plans, recommendations on Make-Ready Work, and a pole-loading analysis (if required) stamped by an approved professional engineer, registered in the State of Utah and has at least 3 years of experience in electrical City system design. Licensee shall prepare the Permit Application in adherence with the Applicable Standards, pay applicable fees and submit application to WCP.
3. WCP will review the recommendations from the inspection and the pole-loading analysis, and discuss any issues with the Licensee.
4. Upon receipt of written authorization, including payment for the Make-Ready Work charges as set out by WCP and agreed to by the Licensee, WCP will proceed with Make-Ready Work according to the specific agreed-upon installation plans and the terms of the Agreement.
5. Upon completion of the Make-Ready Work, WCP will sign and return the Application for Permit authorizing the Licensee to make its Attachment(s) in accordance with agreed-upon installation plans.
6. Unless waived in writing by WCP, the Licensee's professional engineer, WCP approved employee, or contractor shall submit written certification that he/she has completed the Post-Construction Inspection and that the installation was done in accordance with the provisions of the Permit. The Post-Construction Inspection shall be submitted within ninety (90) calendar days after installation is complete. City will verify the inspection by means that it deems to be reasonable.

## TYPICAL POLE ATTACHMENT APPLICATION PROCESS





***Appendix C – Application for Pole Attachment Permit***

Application: Date \_\_\_\_/\_\_\_\_/\_\_\_\_

To:

Washington City Power  
111 East 100 North  
Washington, UT 84780

Fee: \$?????

Desire to: ☐ Attach to City Pole(s)

☐ Remove Attachment  
from City Pole(s) Fee  
required. No fee  
required.

☐ Overlash to existing facility attached to WCP

Pole(s)

Fee required.

Permit No. \_\_\_\_\_ Superseded Permit No. \_\_\_\_\_

\_\_\_\_\_ Number of Poles on this permit \_\_\_\_\_ Sheet 1  
of \_\_\_\_\_

Licensee Name  
\_\_\_\_\_  
\_\_\_\_\_

Address  
\_\_\_\_\_  
\_\_\_\_\_

Contract Person: Name \_\_\_\_\_ Phone  
\_\_\_\_\_

Title \_\_\_\_\_ Email  
\_\_\_\_\_

New Attachment Pole Count \_\_\_\_\_

Overlash Pole Count \_\_\_\_\_

Adding Y / N

Replacing  
Y / N

Removing  
Y / N



Removal Pole Count \_\_\_\_\_

Guying required Y / N

**Narrative Description of proposed activity:**

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In accordance with the terms and conditions of the Pole Attachment Licensing Agreement dated \_\_\_\_\_, application is hereby made for a Permit to attach to and/or vacate Pole(s) in the locations detailed on the attached Route Map(s). Also, attached is documentation as required by Appendix E of the Agreement. If applicable, the engineer's name, state registration number, and phone number are:

Name \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_

Registration # \_\_\_\_\_



Permission is hereby granted to Licensee to attach and/or vacate pole(s) listed on the attached Field Date Summary Sheets, subject to payment of the necessary Make-Ready Work charges as set out by WCP and agreed to by the Licensee.

SUBMITTED:

Licensee \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Total fees: \$ \_\_\_\_\_

\_\_\_\_\_

APPROVED:

Washington City Power

Department

By

\_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

\_\_\_\_\_

Date

Paid: ☐ Yes ☐ No

## ***Appendix D –***

### ***Specifications for Licensee’s Attachments to City Poles***

Licensee, when making Attachments to City Poles, will adhere to the following engineering/specifications.

#### **D.1 – Wireline Attachments**

#### **D.2 – Small Cell Infrastructure ( Distributed Antenna System)**

#### **D.3 – Pole Attachment and Loading Analysis requirements (PLA)**

### ***Appendix D.1 -Wireline Attachments***

1. All Attachments shall be made in accordance with the Applicable Standards, as defined in Paragraph 1.2 of this Agreement.
2. **Clearances**
  - 2.1. **Attachment and Cable Clearances:** Licensee’s Attachments on City Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code (“NESC”) and in drawings and specifications City may from time to time furnish Licensee. (See Appendix G)
  - 2.2. **Service Drop Clearance:** From the pole to the home/building the parallel minimum separation between City’s service drops and communications service drops shall be twelve (12) inches, per NESC 235C1b (exception 3).
  - 2.3. **All other drop clearances** at the midspan must conform to NESC table 235-6.

Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of twelve (12) inches of separation must be maintained between all telecommunication cables that meet NESC rule 230E1 (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand, or self-supporting cables).

    - NESC table 235-6 requires:
      - 12” from neutral (by exception #16, if bonded)
      - 30” from supply lines carrying 0 to 8.7 kV
      - 30” plus 0.4” per kV in excess of 8.7
  - 2.4. **Risers:** All Risers, including those providing 120/240 volt power for Licensee’s equipment enclosure, shall be placed on the quarter faces of the Pole and must be

installed in conduit, attached to the Pole with 6” stand-off brackets and 2 sided Unistrut communication shall attach to the inside channel of the Unistrut. A two (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained. (See Drawing JU100.)

- 2.5. **Climbing Space:** A clear Climbing Space must be maintained at all times on the face of the Pole. All attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the face of the City Pole. Licensee’s cable/wire Attachments shall be placed on the same side of the Pole as those of other Attaching Entities. In general, all other Attachments and Risers should be placed on Pole quarter faces. (See Drawing JU120.)

- 2.6. **Pedestals and Enclosures:** Every effort should be made to install Pedestals, vaults and/or Enclosures at a minimum of four (4) feet from Poles and two and one half (2.5’) feet from City Facilities, or the distance specified by City, whichever is greater.

**3. Down Guys and Anchors**

- 3.1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on City’s Poles by Licensee’s Attachments. Anchors must be guyed adequately.
- 3.2. Anchors and guy wires must be installed on each City Pole where an angle or a dead-end occurs. Licensee shall make guy attachments to Poles at or below its cable Attachment. No proposed anchor can be within four (4) feet of an existing anchor without written consent of City.
- 3.3. Licensee may not attach guy wires to the anchors of City or third-party user without the anchor owner’s specific prior written consent.
- 3.4. No Attachment may be installed on a City Pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on City Poles until all required guys and anchors are installed.
- 3.5. Licensee’s down guys, if needed, shall be bonded to the vertical ground wires of City’s Pole, in accordance to NESC rule 92C. If there is no vertical ground present at the pole, the connections to the system neutral are to be made by the City as an item of Make-Ready Work. City will determine if guys should be grounded or insulated.

**4. Certification of Licensee’s Design**

- 4.1. Licensee’s Attachment Permit application must be signed and sealed by a professional engineer, registered in Utah, certifying that Licensee’s aerial cable design fully complies with the NESC and City’s Contraction Standards and any other applicable federal, state or local codes and/or requirements.
- 4.2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of City’s Facilities and other Attaching Entities’ facilities that exist on the Poles without regard to the condition of the existing facilities.

**5. Miscellaneous Requirements**

- 5.1. **Cable Bonding:** Licensee’s messenger cable shall be bonded according to NESC rule 92C1 as a minimum, or at every pole with a vertical ground, as determined by City. If no ground exists on a pole to be bonded, Licensee shall install a Pole ground in accordance with the attached detail drawing. (See Appendix G)
- 5.2. **Customer Premises:** Licensee’s service drop into customer premises shall be protected as required by the most current edition of the NEC.

- 5.3. **Communication Cables:** All Communications cables/wires not owned by City shall be attached within the Communications space that is located 40 inches below the lowest City conductors. (See Appendix G)
  - 5.4. **Riser Installations:** All Licensee's Riser installations shall be in City-approved conduit materials and placed on stand-off brackets. Ground wires may be attached directly to Pole. (See Appendix G)
  - 5.5. **Tagging:** All Licensee's cable shall be identified with a communications cable tag specified by the City at each Attachment within twelve (12) inches of the Poles. The communications tag shall be consistent with communication industry standards and shall include at least the following: At the discretion of City, Tags shall be 4 3/4" x 3", black with white letters, to permit identification of Attaching Entity by observation from the ground. City will assign tag specifications to each Attaching Entity (see page 49). All Licensee's pedestals, vaults and other enclosures shall be tagged with the Licensee's name and contact information.
- 6. City Construction Drawing and Specifications**
- 6.1. Refer to the attached City Construction Drawings (Appendix G) and obtain additional construction specifications from City in accordance with its requirements.
  - 6.2. Apply City's construction drawings and specifications in accordance with the NESC, NEC, and any other federal, state, or local code requirements.

## ***Appendix D.2 - Small Cell Infrastructure (Distributed Antenna System)***

### **1. Background/Purpose**

#### **1.1. Background**

On September 26, 2018 the Federal Communications Commission (FCC) issued its Declaratory Ruling and Third Report and Order (R&O).<sup>1</sup> Absent a judicial stay, Washington City (the "City") should publish design standards within 180 days of the R&O's publication,<sup>2</sup> and incorporate FCC guidance on municipal utility pole aesthetics.

Municipal aesthetics requirements will not be preempted if they are: (1) reasonable; (2) no more burdensome than those applied to other types of infrastructure deployments; and (3) objective and published in advance.<sup>3</sup>

The following design standards provide design and aesthetic requirements and specifications that all small wireless facilities installed on a Washington City owned utility pole and within a Washington City right of way (ROW) must meet prior to installation.

As with any pole attachments providers shall consider the aesthetics of the existing street lights and other city infrastructure near proposed small cell locations.

#### **1.2. Definitions**

- 1.2.1. **ANTENNA:** Communication equipment that transmits or receives an electromagnetic radio frequency signal used in the provision of wireless

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<sup>1</sup> Federal Communications Commission, Declaratory Ruling and Third Report and Order: *Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment*, WT Docket No. 17-79 and WC Docket No. 17-84, FCC 18-133.

<sup>2</sup> *Id* at ¶ 89, p. 46.

<sup>3</sup> *Id* at ¶ 86, p. 45.

- service.
- 1.2.2. **APPLICABLE CODES:** The International Building Code (IBC), the International Fire Code, the National Electrical Code (NEC), National Electric Safety Code (NESC), as adopted and amended under Utah Code Annotated, title 15A, State Construction and Fire Codes Act.
  - 1.2.3. **APPLICABLE STANDARDS:** The structural standards for antenna supporting structures and antenna, known as ANSI/TIA-222, from the American National Standards Institute and the Telecommunications Industry Association.
  - 1.2.4. **APPLICANT:** A wireless provider or their authorized agent who submits an application.
  - 1.2.5. **APPLICATION:** A request submitted by a wireless provider for a permit to co-locate a small wireless facility in a right-of-way or to install, modify or replace a utility pole or a wireless support structure.
  - 1.2.6. **BACKHAUL NETWORK:** Means the lines that connect a provider's WCFs to one or more cellular telephone switching offices or long distance providers, or the public switched telephone network.
  - 1.2.7. **CITY or WASHINGTON CITY:** Means Washington City Corporation
  - 1.2.8. **CO-LOCATE:** To install, mount, maintain, modify, operate, or replace a small wireless facility on an existing wireless support structure.
  - 1.2.9. **DESIGN DISTRICT:** An area that is zoned or otherwise designated by Municipal ordinance or City Code, and for which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.
  - 1.2.10. **ELIGIBLE SUPPORT STRUCTURE:** Any monopole, utility pole, wireless support structure or related accessory equipment, as defined in this chapter, provided that it is existing at the time the relevant application is filed with the City.
  - 1.2.11. **FCC:** Means the Federal Communications Commission, or any successor thereto.
  - 1.2.12. **LOCAL STREET:** A right-of-way designed primarily to serve land-access functions and projected trip length less than one mile, with two (2) lanes of ten feet (10') to twelve feet (12') in width and a design speed of twenty (20) to thirty (30) miles per hour.
  - 1.2.13. **MICRO-WIRELESS FACILITY:** Refers to a type of very small wireless facility that, not including any antenna is no larger in dimension than twenty four inches (24") in length, fifteen inches (15") in width, and twelve inches (12") in height, on which any exterior antenna is no longer than eleven inches (11"), and which only provides Wi-Fi service.
  - 1.2.14. **MONOPOLE:** A structure in the right-of-way erected by an applicant or provider specifically to support SWFs.
  - 1.2.15. **NONDISCRIMINATORY:** Describes the equal treatment of similar situated entities unless there is a reasonable, competitively neutral basis for different treatment.
  - 1.2.16. **PERMIT:** Written authorization from the City allowing the provider to perform work pursuant to the installation of a small wireless facility.

- 1.2.17. PROVIDER: Means a wireless service provider or wireless infrastructure provider.
- 1.2.18. RELATED ACCESSORY EQUIPMENT: Refers to equipment used in conjunction with an antenna or other component of SWFs which may be attached to a wireless support structure or located on the ground at or near the base of a wireless support structure.
- 1.2.19. RF: Means radio frequency.
- 1.2.20. RIGHT-OF-WAY: Refers to any area within, on, below, or above a public road, highway, street or alley, and may include sidewalks, park-strips and other areas associated with them and controlled by the City.
- 1.2.21. SMALL WIRELESS FACILITY (SWF): A wireless facility on which each provider's antenna could fit within an enclosure of no more than six (6) cubic feet in volume and for which all related accessory equipment, whether mounted on the pole or the ground, is cumulatively no more than twenty eight (28) cubic feet in volume.
- 1.2.22. SUBSTANTIAL MODIFICATION: A modification to an eligible support structure which: a) increases the height of the structure by more than ten percent (10%) or more than ten feet (10'), whichever is greater; b) involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure more than two feet (2'); c) involves the installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed two (2) cabinets; involves the installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure; or involves the installation of ground cabinets that are more than ten percent (10%) larger in height or overall volume than any other ground cabinets associated with the structure; d) entails any excavation or deployment outside of the current site; or e) would defeat the concealment elements of the eligible support structure.
- 1.2.23. TECHNICALLY FEASIBLE: The demonstrated measure of the feasibility of a proposal as it relates specifically to projected constraints of engineering, impacts to the signal, spectrum, stability, or practical interference with other facilities or properties.
- 1.2.24. WCF: Means a Wireless Communication Facility



## 2. General Standards

### 2.1. Small Cell Equipment Standards

|                              |                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Aesthetics                   | Equipment should match the aesthetics of surrounding poles.                                                                                                                                                                                                                                                                                                                                            |
| Internal Installs            | Equipment shall be installed within an existing pole when technologically feasible and always on a new pole. Any equipment installed within a pole may not protrude from the pole except to the extent reasonably necessary to connect to power or a wireline.                                                                                                                                         |
| External Shrouding           | The antenna shall be contained in a cantenna and any other equipment shall be contained in an equipment cabinet, unless the visual impact can otherwise be reduced by its location on the pole.                                                                                                                                                                                                        |
| Width                        | May not exceed in width the diameter of the pole by more than 3 inches on either side.                                                                                                                                                                                                                                                                                                                 |
| Sidearm Installs             | If permitted, may not allow the furthest point of the enclosure to extend more than 18 inches from the pole.                                                                                                                                                                                                                                                                                           |
| Conduits                     | All cables shall be in conduits and shall be flush with the pole unless required to be installed inside the pole.                                                                                                                                                                                                                                                                                      |
| Hardware Attachment          | All hardware attachments should be hidden. Welding onto existing equipment is not permitted.                                                                                                                                                                                                                                                                                                           |
| Color                        | All equipment should be painted to match pole aesthetics. Paint should be powder coated over zinc paint. If a wood pole, the visible attachments and hardware shall be colored gray.                                                                                                                                                                                                                   |
| Equipment Access Doors       | Lockable access door sized to install, maintain, and remove all small cell equipment as needed shall meet provider's requirements. The City may require access, but provider must grant permission.                                                                                                                                                                                                    |
| Cables                       | All cables should be clearly labeled for future identification.                                                                                                                                                                                                                                                                                                                                        |
| Cantennas                    | Cantenna must be mounted directly on top of the pole, unless a side arm installation is required by a pole owner. A tapered transition between the upper pole and cantenna is required.                                                                                                                                                                                                                |
| Stickers                     | Any on-pole cabinet and ground mounted utility box should be labeled a (1) RF warning sticker, background to match pole color, no larger than 4 x 6 inches. Facing to the street near the elevation of the antennae, (2) 4-inch by 6-inch (maximum) plate with the provider's name, location identifying information, and 24-hour emergency telephone number, and (3) No advertising, logos or decals. |
| Lights                       | There shall be no lights on the equipment unless required by federal law.                                                                                                                                                                                                                                                                                                                              |
| Ground Mounted Equipment Box | Must meet and follow existing City ordinances for ground mounted utility boxes and be attached to a concrete foundation.                                                                                                                                                                                                                                                                               |

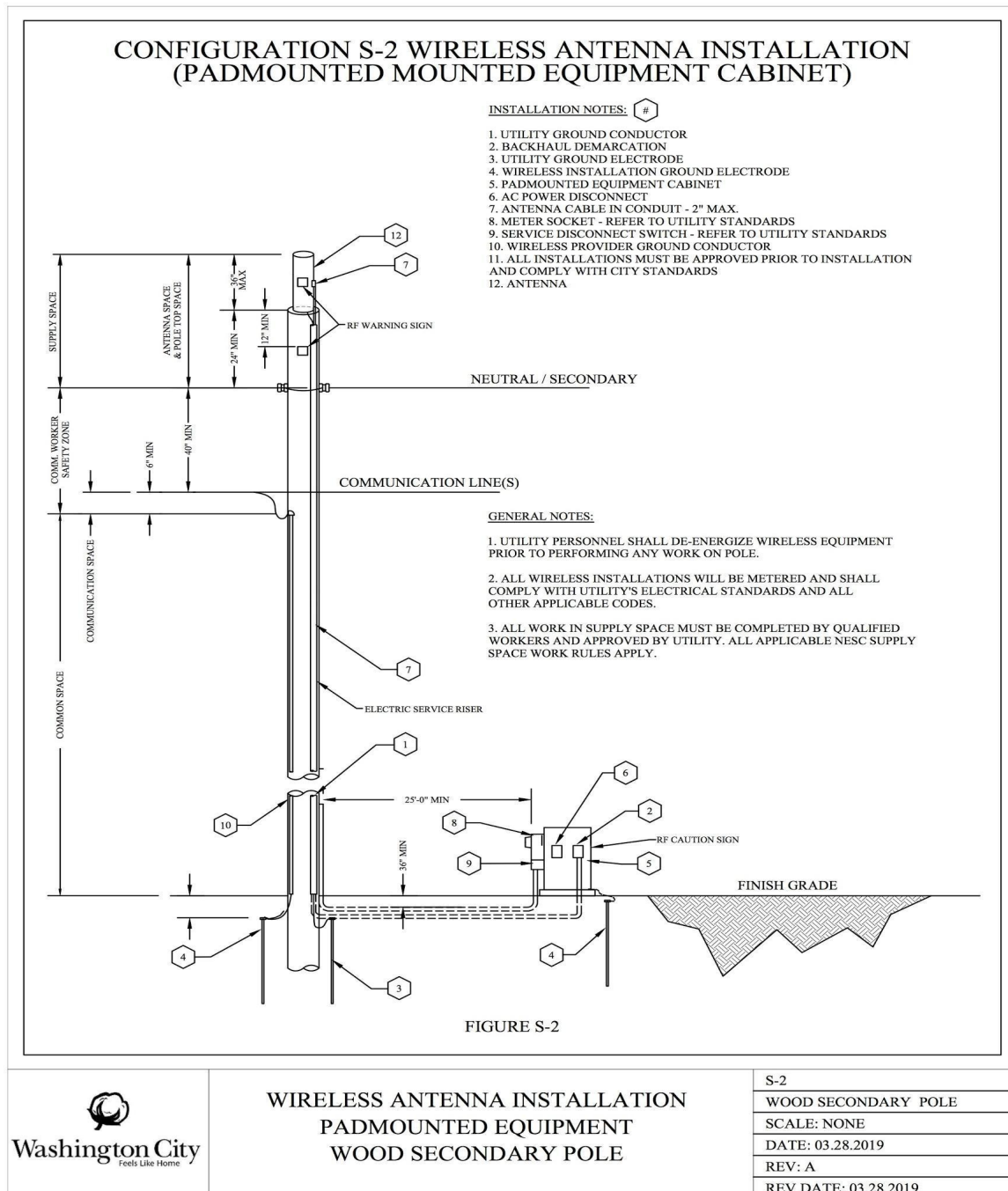
|                                  |                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Design Wind Velocity             | All structural components of small cell pole, standard, base, equipment cabinet, couplers, anchor bolts, luminaires, cantenna and other attachments to be used shall be designed for a minimum of 115 MPH wind velocity in accordance with applicable standards. Snow loading and other local conditions shall also be included in the pole design. |
| Height of Equipment on Pole      | The lowest point may not be lower than 8 feet from the grade directly below the equipment enclosure.                                                                                                                                                                                                                                                |
| Power Meter & Service Disconnect | Required by the City and in a location that (1) minimizes its interference with other users of the City's right-of-way including, but not limited to, pedestrians, motorists, and other entities with equipment in the right-of-way, and (2) minimizes its aesthetic impact                                                                         |

2.2. **General Requirements:**

- 2.2.1. Noise Limitation: Must meet the City required noise limitation for ambient sound.
- 2.2.2. Pole Aesthetics: Provider should provide detailed proposed pole aesthetics as part of their application.
- 2.2.3. Position: Poles should not significantly obstruct property sight lines, at the intersection of property lines, provide clearance for existing utilities, and preference that new poles be located in park strips.
- 2.2.4. ROW Position: All equipment located within the public ROW shall be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel or interferes with the operation and maintenance of signal lights, signage, street lights, street furniture, fire hydrants, or business district maintenance.
- 2.2.5. Power and Ground Utility Box: Shall comply with all City and local code requirements. Backup batteries are not allowed.
- 2.2.6. All installations are subject to the City permit application and review process.
- 2.2.7. The applicant is responsible for responding to any and all community concerns or complaints related to the antenna, including aesthetic appearance, health concerns due to radio frequency emissions, etc.
- 2.2.8. Antenna riser cables and grounds must be installed in a rigid fiberglass or aluminum conduit not larger than 2 inches.
- 2.2.9. Where required, two (2) RF warning signs must be installed. One (1) RF warning sign must be placed at eye level, a second (2<sup>nd</sup>) sign must be placed at the pole top, just beyond where the safe approach distance ends. The sign must include the owner's name, contact number, and the approach distance of the antenna.
  - The Applicant must provide the City with documentation that confirms all RF emissions comply with applicable laws governing RF exposure levels.
- 2.2.10. Emergency Electrical Supply: Generators or other means of emergency electrical supply to communication cable facilities are prohibited unless specifically approved by WCP Engineering. Any generation or back-up power supply shall not be interconnected with the WCP electrical supply.
- 2.2.11. Operation and Maintenance: Equipment attachments shall not restrict the operation or maintenance of the power distribution equipment.

### 3. Attachments to Utility Service Poles

#### 3.1. Typical Service Pole Configuration



**3.2. General Requirements**

- 3.2.1. All attachments to existing utility poles within the City right of way require an encroachment permit, prior to installation.
- 3.2.2. For a given pole location either pole mount or ground mount equipment shall be utilized. Both are not allowed at the same structure. Backup power devices shall not be allowed.
- 3.2.3. A maximum of two enclosures including the disconnect and antenna shall be installed at each utility pole location. If ground-mounted enclosures are used pole mounted enclosures are not allowed.
- 3.2.4. All carrier equipment shall be removed and relocated at no cost to the City, if the City decides to underground utility lines in the future.
- 3.2.5. Strand-mounted small cell devices are not allowed.
- 3.2.6. Provider shall submit evidence that the existing poles are appropriately sized and have sufficient strength to accommodate the additional small cell equipment loads. Provider shall also submit a letter of approval from the City Power Department for the small cell equipment to be installed on the specific pole. The Provider must comply with the City's Pole Attachment & Loading Requirements (see appendix).
- 3.2.7. Provider shall certify that radiation is at safe levels by a non-ionizing radiation electromagnetic radiation report (NIER). The NIER report shall be endorsed by a qualified professional. Report shall be submitted to the City and City Power Department. It shall specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing or bucket.
- 3.2.8. Provider shall provide a disconnect so that the City has the ability to easily shut off radio signals and power while working on the pole.

**3.3. Equipment Color**

Equipment should be colored to match pole.

**3.4. Equipment Shroud**

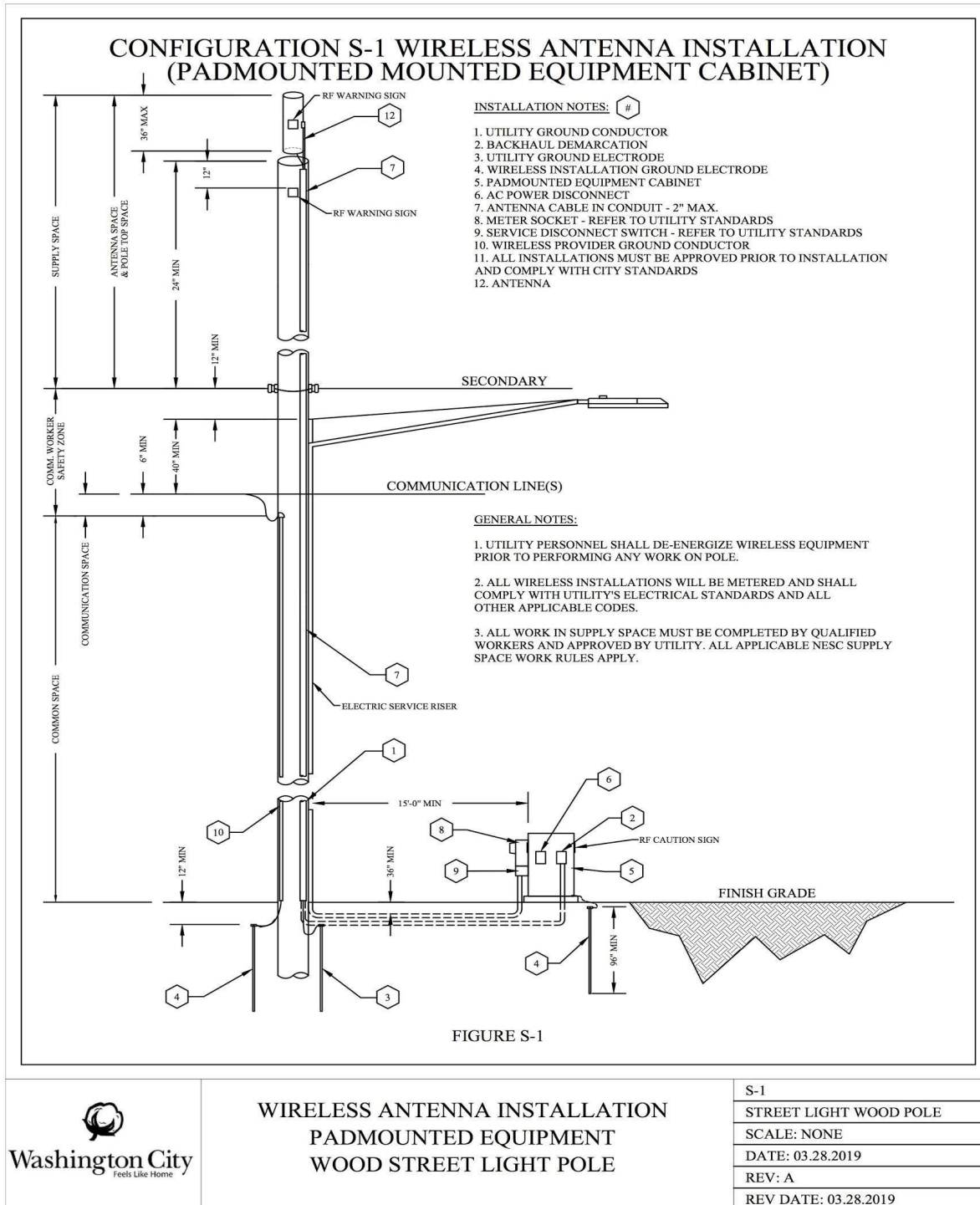
- 3.4.1. 38" H x 16" W x 12" D maximum for pole-mounted equipment shroud.
- 3.4.2. All hardware attachments shall be hidden to the maximum extent possible.
- 3.4.3. Up to two equipment shrouds, containing all required small cell equipment, shall be installed per pole. Except, one additional equipment shroud shall be allowed per pole if the antenna is located within the second equipment shroud.

**3.5. Cantenna**

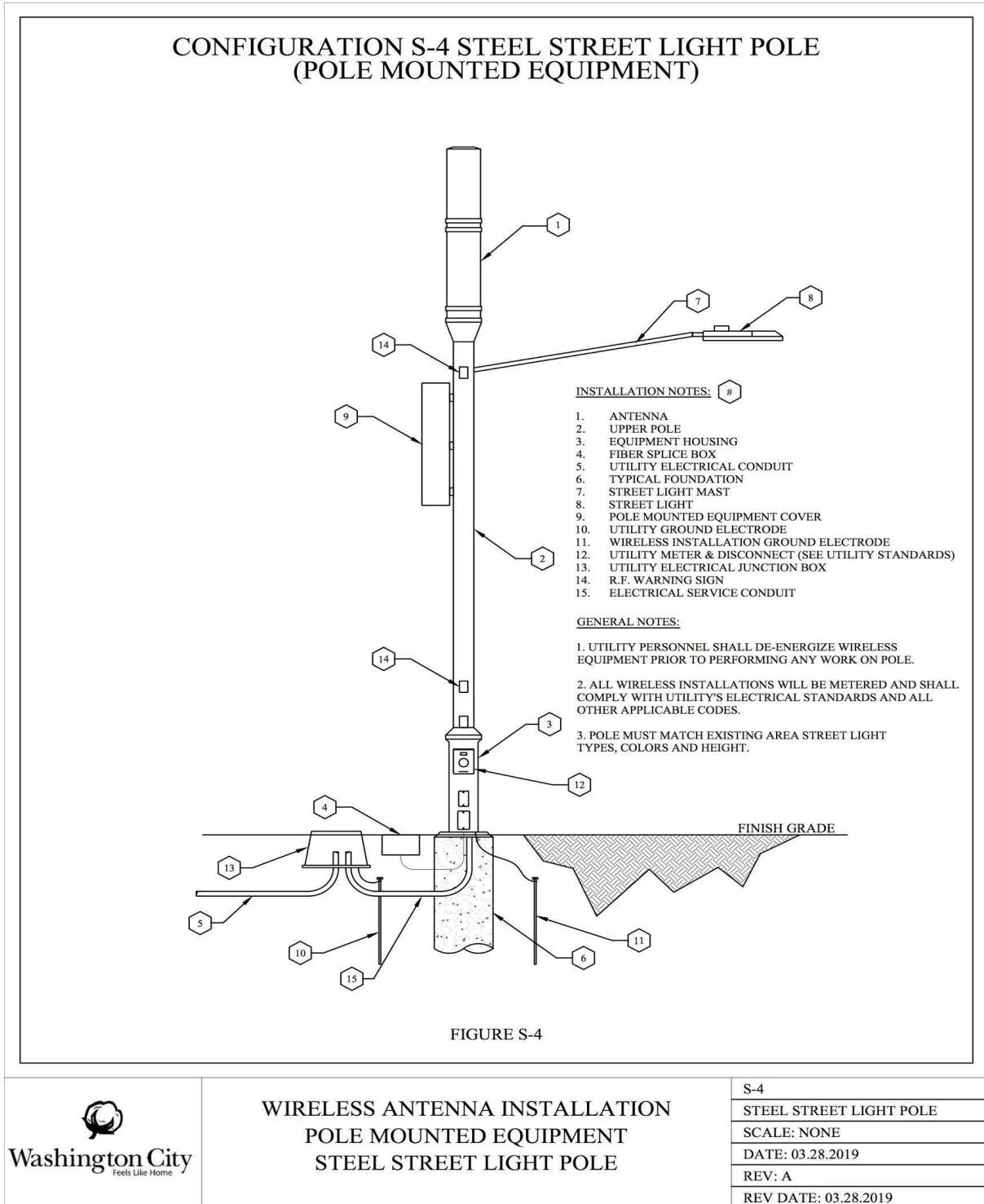
- 3.5.1. If a cantenna is located on top of the pole the outer diameter shall be 14" maximum and the cantenna shall be no more than 3 feet tall, including antenna, radio head, mounting bracket, and all other hardware necessary for a complete installation.
- 3.5.2. If the cantenna is mounted to the side of the pole it shall be located inside a shroud of 5.5 cubic feet maximum. The width, depth, or diameter of the shroud size shall not be greater than 16" (maximum).

#### 4. Typical Configuration ( Wood and Steel)

##### 4.1. Wood Pole



4.2. Steel Pole





4.3. General Requirements

- 4.3.1. The same small cell pole aesthetic is to be used to match existing street lights in the area and maintain a cohesive appearance. The provider shall perform a visual inspection (online street images are acceptable) prior to submitting a permitting application to determine existing aesthetics.
- 4.3.2. Unless otherwise unfeasible the preferred installation configuration is to utilize poles that conceal all system components (i.e. meter, disconnect, radio, etc.).
- 4.3.3. All small cell carrier equipment shall be housed internal to the pole or hidden behind an exterior shroud.
- 4.3.4. The small cell components shall be sized to be visually pleasing. For a combination pole to be considered visually pleasing, the transition between the equipment cabinet and upper pole should be considered. A decorative transition shall be installed over the equipment cabinet upper bolts, or decorative base cover shall be installed to match the equipment cabinet size.
- 4.3.5. Each pole component shall be architecturally compatible to create a cohesive aesthetic.
- 4.3.6. All pole mounted enclosures shall be securely attached with approved hardware (not strapped).
- 4.3.7. Provider shall certify that radiation is at safe levels by a non-ionizing radiation electromagnetic radiation report (NIER). The NIER report shall be endorsed by a qualified professional. Report shall be submitted to the City and City Power Department. It shall specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing or bucket.
- 4.3.8. The City reserves the right to disconnect power to the radio when working on the pole. The Provider shall provide a disconnect so the City has the ability to easily shut off radio signals and power while working on the pole
- 4.3.9. All poles new or existing shall meet all City Pole Analysis Requirements (see appendix).
- 4.3.10. All installations shall utilize City approved structures, arms, luminaires, and configurations and comply with all applicable City standards.

4.4. Equipment Color

- 4.4.1. Equipment should be colored to match pole.

4.5. Equipment Shroud

- 4.5.1. 16 inches (preferred), 20 inches maximum diameter. Maximum height of cabinet is 5'-8". Cabinet to be round and installed below the pole.
- 4.5.2. If an antenna is located on the side of the pole, the antenna, radio equipment, brackets, and all other hardware required for a complete installation shall fit behind a 38"H x 16"W x 12"D maximum shroud, securely mounted (not strapped) to the pole.
- 4.5.3. Equipment cabinet and/or equipment cabinet cover shall not have a flat, horizontal surface larger than 1.5 inches.
- 4.5.4. All hardware attachments shall be hidden to the maximum extent possible.

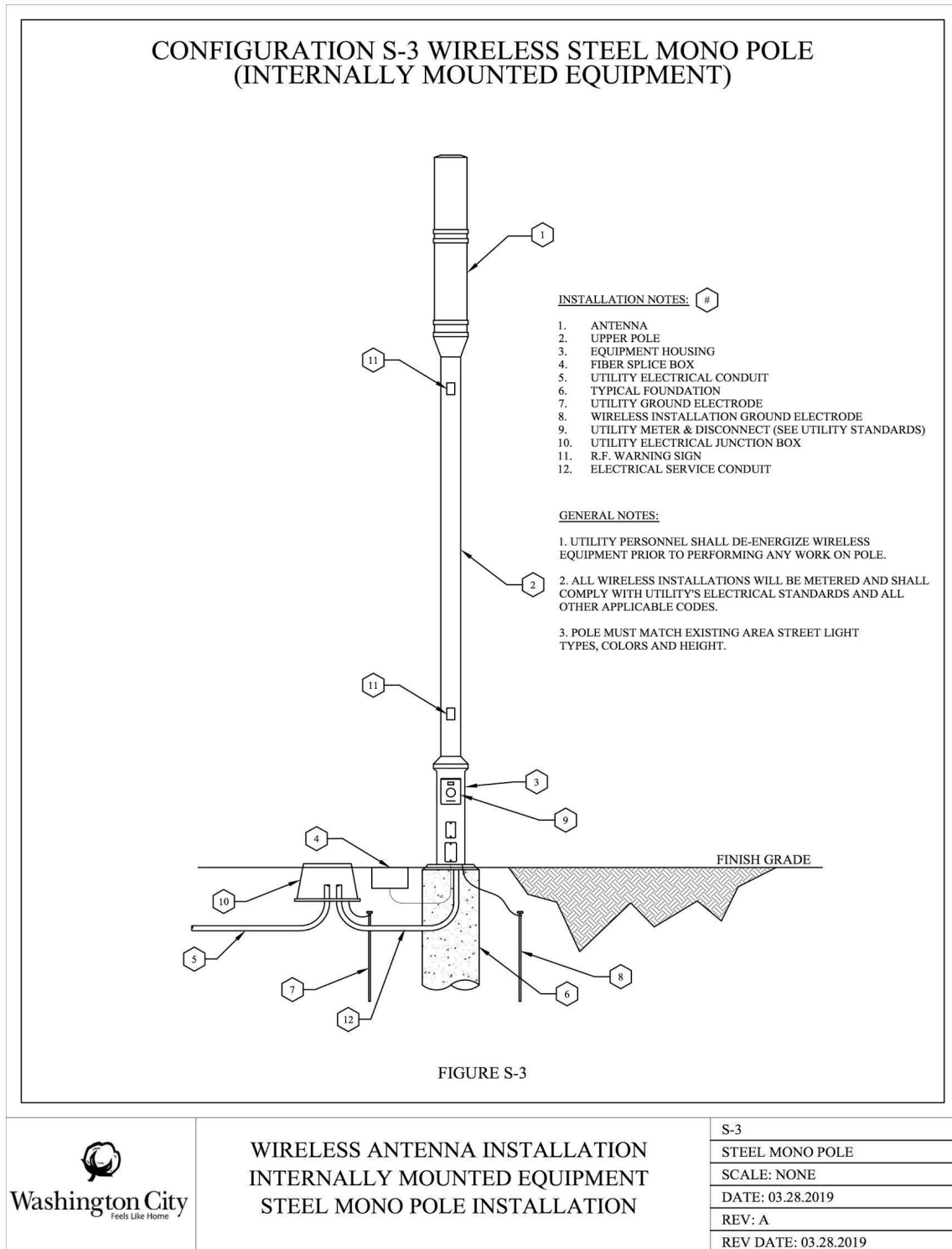
4.6. Cantenna

- 4.6.1. The antenna and antenna pole attachments shall be shrouded to meet the City's aesthetics. A tapered transition between the upper pole and cantenna shall be included.
- 4.6.2. 14-inch maximum outer diameter x 3' 0" maximum length. Antenna shroud shall be colored to match pole.
- 4.7. Luminaire/Luminaire Mast Arm
  - 4.7.1. Luminaire shall meet the City's Construction Standards and Specifications and shall match existing luminaires adjacent to permit location.
  - 4.7.2. Luminaire mast arms shall match adjacent streetlights or match aesthetics of adjacent streetlights. In any case, mast arms will be decorative.
- 4.8. Pole Size, Type and Foundation
  - 4.8.1. Round, straight, galvanized steel. Pole shall be architecturally compatible with the equipment cabinet. At least 15% of the pole design structural capacity shall be reserved for future City IOT installations.
  - 4.8.2. The upper pole shall be scaled to 0.5 to 0.75 times the size of the equipment cabinet with 10" minimum outer diameter. The pole diameter shall be scaled such that no flat, horizontal surface larger than 1.5 inches exists between the equipment cabinet and upper pole.
  - 4.8.3. Precast concrete or cast-in-place pole foundations shall be designed per the City standard to meet ACI 318. While the City accepts cast-in-place foundations, precast concrete foundations are preferred and should be installed whenever possible.
  - 4.8.4. Bolt circles should be 19.5-inch bolt circle when installing a 16-inch equipment cabinet and 23.5-inch bolt circle when installing a 20-inch equipment cabinet, unless approved by the City.
- 4.9. Access Door & Separation Requirements
  - 4.9.1. Lockable doors to be provided as needed in the equipment cabinet to maintain equipment.
  - 4.9.2. A hand hole shall be provided at the top and bottom of the pole to maintain electrical service for streetlights and future IOT attachments.
  - 4.9.3. The Utility and wireless provider equipment sections, conduits, and wireways shall be separate.



**5. Installation of Monopoles**

**5.1. Typical Monopole Configuration**



5.2. General Requirements

- 5.2.1. The same small cell pole aesthetic is to be used to match existing streetlights in the area and maintain a cohesive appearance. The provider shall perform a visual inspection (online street images are acceptable) prior to submitting a permitting application to determine existing aesthetics.
- 5.2.2. All small cell carrier equipment shall be housed internal to the pole or hidden behind an exterior shroud.
- 5.2.3. The small cell components shall be sized to be visually pleasing. For a combination pole to be considered visually pleasing, the transition between the equipment cabinet and upper pole should be considered. A decorative transition shall be installed over the equipment cabinet upper bolts, or decorative base cover shall be installed to match the equipment cabinet size.
- 5.2.4. Each pole component shall be architecturally compatible to create a cohesive aesthetic.
- 5.2.5. All pole mounted enclosures shall be securely attached with hardware (not strapped).
- 5.2.6. Provider shall certify that radiation is at safe levels by a non-ionizing radiation electromagnetic radiation report (NIER). The NIER report shall be endorsed by a qualified professional. Report shall be submitted to the City and City Power Department. It shall specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing or bucket.
- 5.2.7. The City reserves the right to disconnect power to the radio when working on the pole. Provider shall provide a disconnect so City has the ability to easily shut off radio signals and power while working on the pole
- 5.2.8. All poles new or existing shall meet all City Pole Analysis Requirements (see appendix).
- 5.2.9. All installations shall utilize City approved structures, arms, luminaires, and configurations and comply with all applicable City standards.
- 5.2.10. Ownership of Monopoles and associated foundations will remain with the Provider.

5.3. Equipment Color

- 5.3.1. Equipment should be colored to match pole.

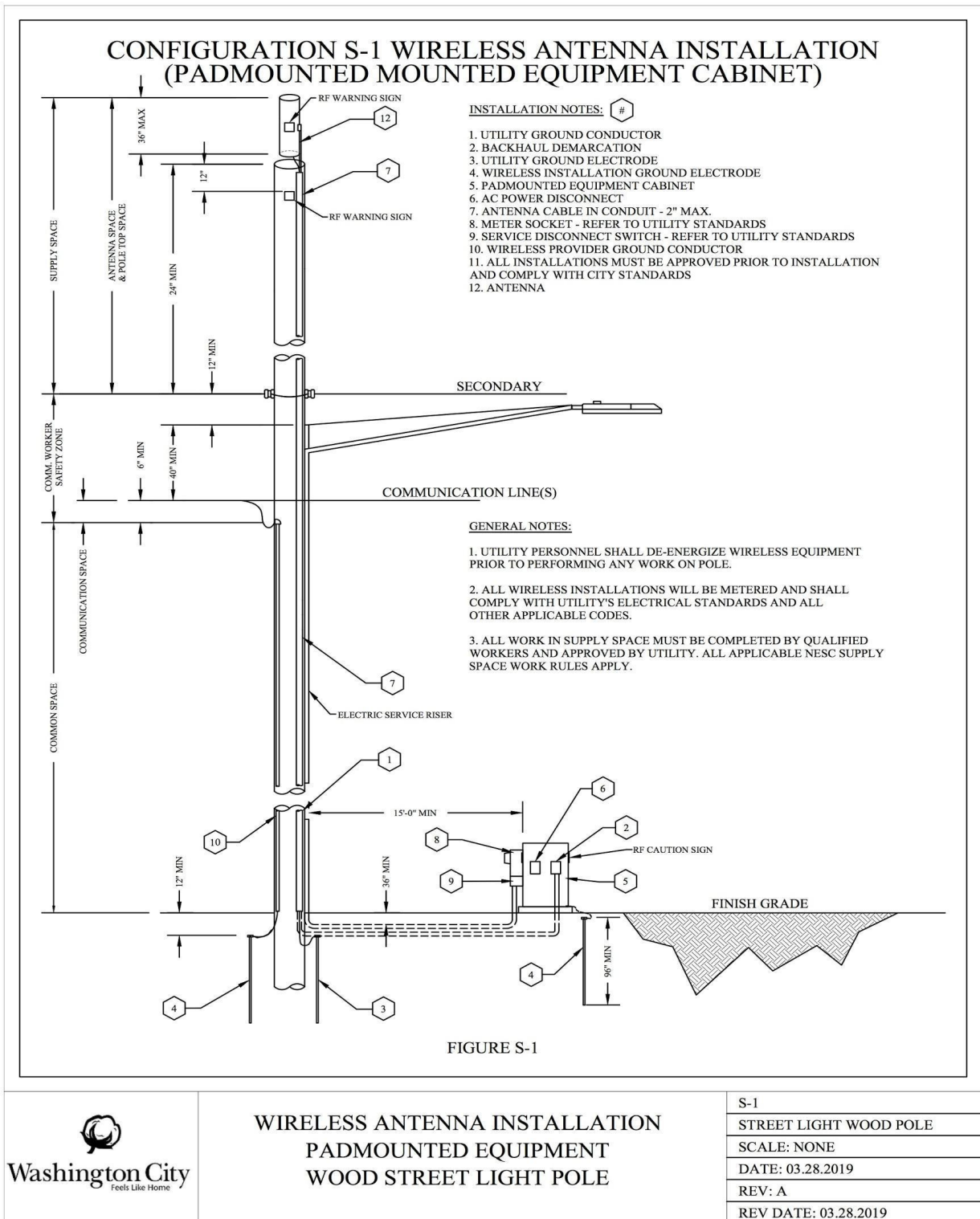
5.4. Equipment Shroud

- 5.4.1. 16 inches (preferred), 20 inches maximum diameter. Maximum height of cabinet is 5'-8". Cabinet to be round and installed below the pole.
- 5.4.2. If an antenna is located on the side of the pole, the antenna, radio equipment, brackets, and all other hardware required for a complete installation shall fit behind a 38"H x 16"W x 12"D maximum shroud, securely mounted (not strapped) to the pole.
- 5.4.3. Equipment cabinet and/or equipment cabinet cover shall not have a flat, horizontal surface larger than 1.5 inches.
- 5.4.4. All hardware attachments shall be hidden to the maximum extent possible.

5.5. Antenna

- 5.5.1. The antenna and antenna pole attachment shall be shrouded to meet City's aesthetics. A tapered transition between the upper pole and antenna shall be included.
- 5.5.2. 14-inch maximum outer diameter x 3'-0" maximum length. Antenna shroud shall be colored to match pole.
- 5.6. Pole Size, Type and Foundation
  - 5.6.1. Round, straight, galvanized steel. Pole shall be architecturally compatible with the equipment cabinet. At least 15% of the pole design structural capacity shall be reserved for future City IOT installations.
  - 5.6.2. The upper pole shall be scaled to 0.5 to 0.75 times the size of the equipment cabinet with 10" minimum outer diameter. The pole diameter shall be scaled such that no flat, horizontal surface larger than 1.5 inches exists between the equipment cabinet and upper pole.
  - 5.6.3. Precast concrete or cast-in-place pole foundations shall be designed per the City standard to meet ACI 318. While the City accepts cast-in-place foundations, precast concrete foundations are preferred and should be installed whenever possible.
  - 5.6.4. Bolt circles should be 19.5-inch bolt circle when installing a 16-inch equipment cabinet and 23.5-inch bolt circle when installing a 20-inch equipment cabinet.
- 5.7. Access Doors and Separation Requirements
  - 5.7.1. Lockable doors to be provided as needed in the equipment cabinet to maintain equipment.
  - 5.7.2. A hand hole shall be provided at the top and bottom of the pole to maintain electrical service for streetlights and future IOT attachments.
  - 5.7.3. The Utility and wireless provider equipment sections, conduits, and wireways shall be separate.

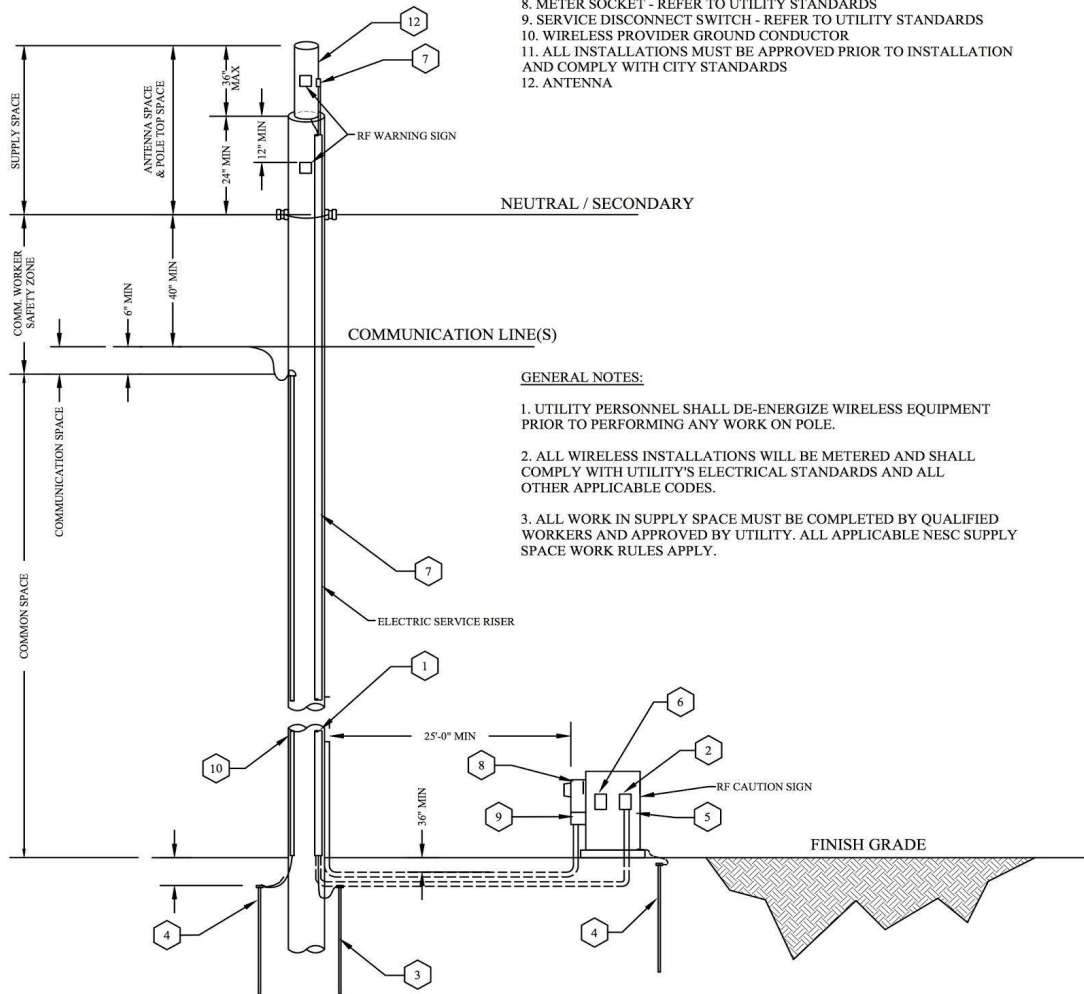
**6. Approved Small Cell Service, Street Light and Monopole Typical Configurations**



## CONFIGURATION S-2 WIRELESS ANTENNA INSTALLATION (PADMOUNTED MOUNTED EQUIPMENT CABINET)

### INSTALLATION NOTES: #

1. UTILITY GROUND CONDUCTOR
2. BACKHAUL DEMARCATION
3. UTILITY GROUND ELECTRODE
4. WIRELESS INSTALLATION GROUND ELECTRODE
5. PADMOUNTED EQUIPMENT CABINET
6. AC POWER DISCONNECT
7. ANTENNA CABLE IN CONDUIT - 2" MAX.
8. METER SOCKET - REFER TO UTILITY STANDARDS
9. SERVICE DISCONNECT SWITCH - REFER TO UTILITY STANDARDS
10. WIRELESS PROVIDER GROUND CONDUCTOR
11. ALL INSTALLATIONS MUST BE APPROVED PRIOR TO INSTALLATION AND COMPLY WITH CITY STANDARDS
12. ANTENNA



### GENERAL NOTES:

1. UTILITY PERSONNEL SHALL DE-ENERGIZE WIRELESS EQUIPMENT PRIOR TO PERFORMING ANY WORK ON POLE.
2. ALL WIRELESS INSTALLATIONS WILL BE METERED AND SHALL COMPLY WITH UTILITY'S ELECTRICAL STANDARDS AND ALL OTHER APPLICABLE CODES.
3. ALL WORK IN SUPPLY SPACE MUST BE COMPLETED BY QUALIFIED WORKERS AND APPROVED BY UTILITY. ALL APPLICABLE NESC SUPPLY SPACE WORK RULES APPLY.

FIGURE S-2

## CONFIGURATION S-3 WIRELESS STEEL MONO POLE (INTERNALLY MOUNTED EQUIPMENT)

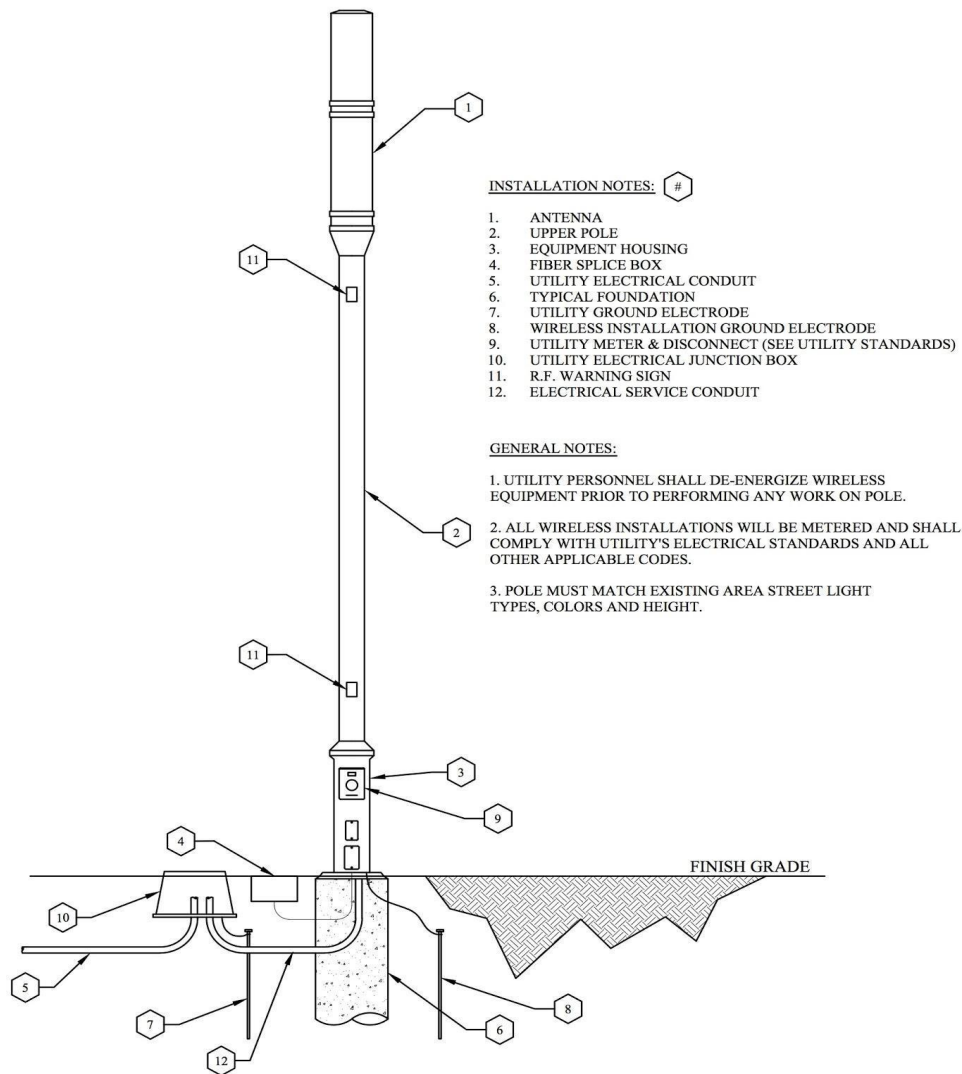


FIGURE S-3



## CONFIGURATION S-4 STEEL STREET LIGHT POLE (POLE MOUNTED EQUIPMENT)

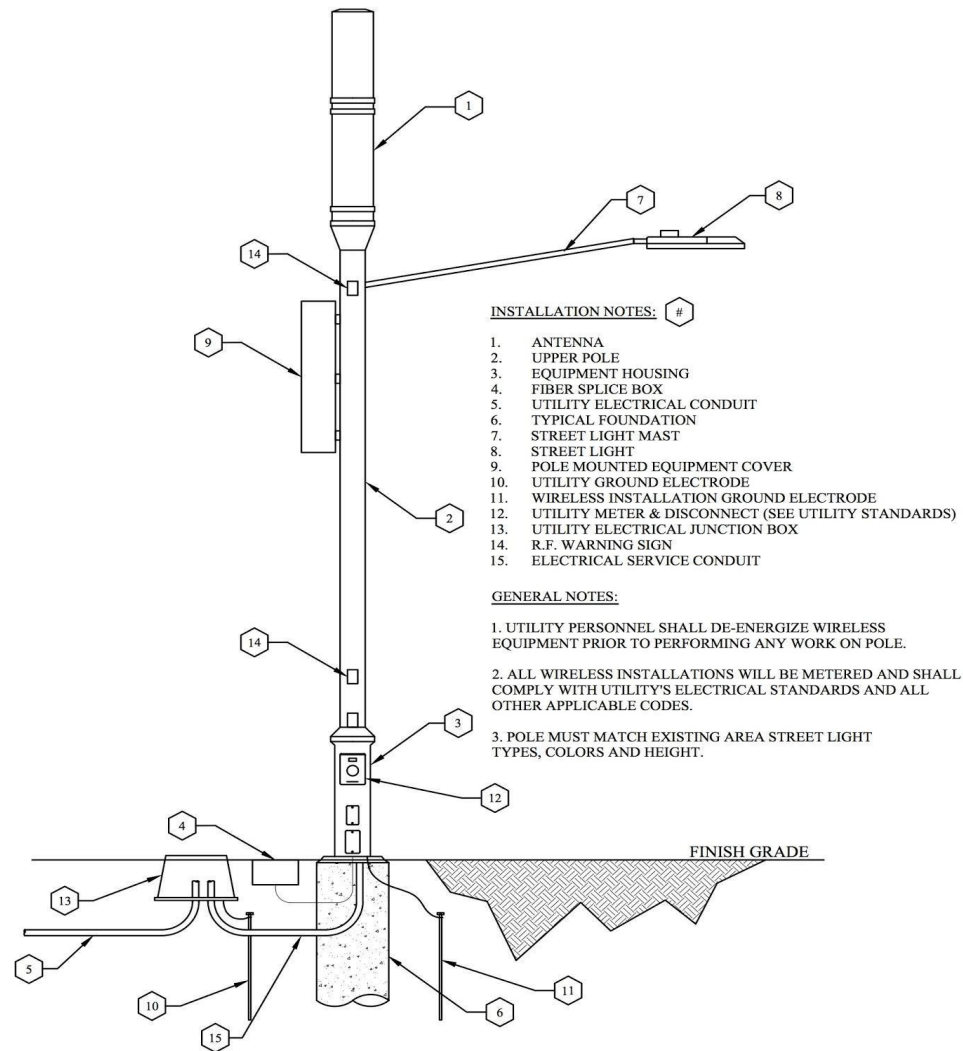


FIGURE S-4

### CONFIGURATION S-5 STEEL STREET LIGHT POLE (INTERNALLY MOUNTED EQUIPMENT PREFERRED)

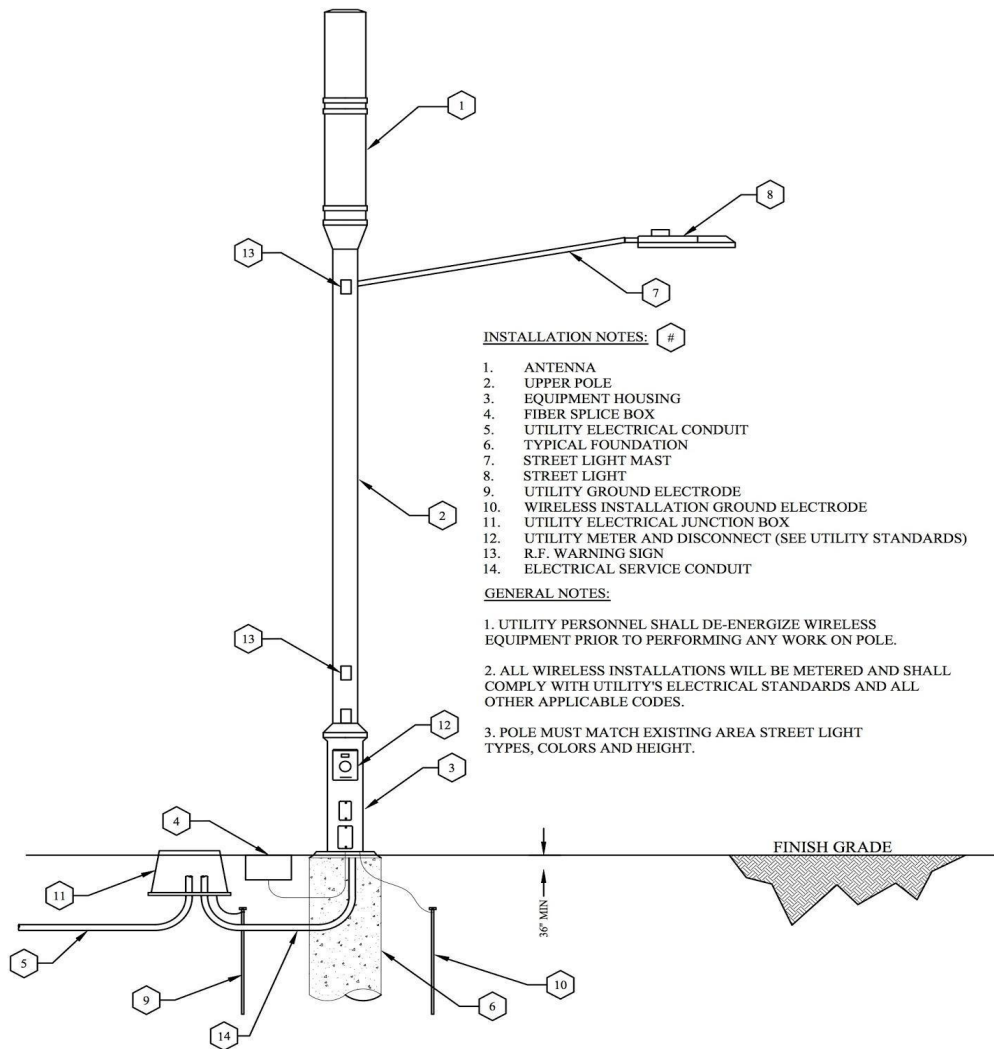


FIGURE S-5



## CONFIGURATION S-6 STEEL STREET LIGHT POLE (PADMOUNTED EQUIPMENT)

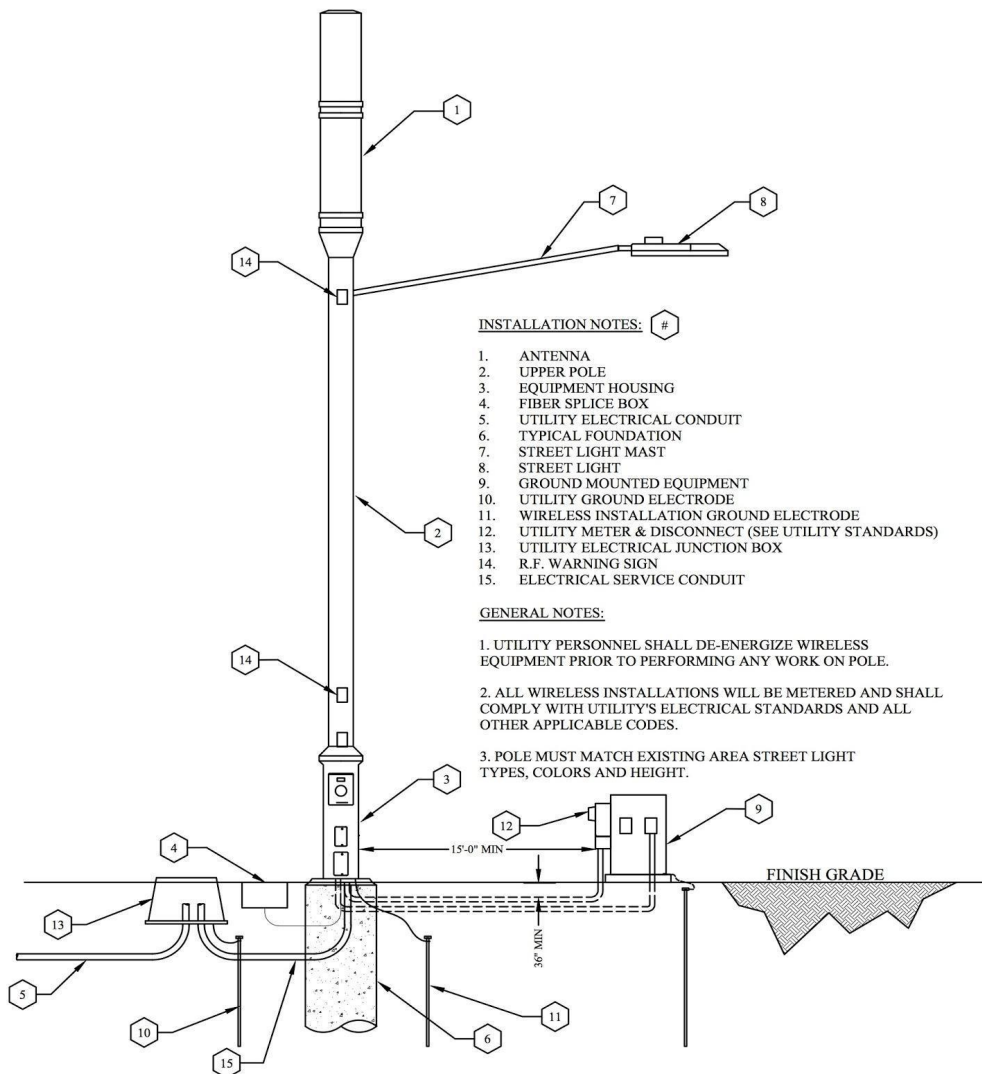


FIGURE S-6

**7. Approved Pole Drawings**

**(Note: Drawings will be added to Section 7 as vendor drawings are reviewed and approved by the City Power Department)**

***Appendix D.3 - Pole Attachment and Loading Analysis Requirements***

**1. General**

- 1.1. All pole attachments can have a significant structural, wind and other loading on a pole. All pole attachments shall be properly engineered to assure the safety and reliability of the City's system is maintained.
- 1.2. These requirements apply to wireline, wireless and any other attachment type to a City Owned pole.
- 1.3. All attachments shall be reviewed and approved by the City for pole attachments to all City Owned poles. All attachments shall be properly engineered.
- 1.4. A complete Pole Loading Analysis (PLA) shall be submitted for all pole types and locations indicated requiring a PLA. Other locations or structure types may also require a PLA to be completed as determined by the City.
- 1.5. The PLA must be completed by a professional engineer licensed in the state of Utah and approved by the City. The PLA shall be signed and sealed by the engineer completing the analysis.
- 1.6. Attachments without proper analysis and approval shall be promptly removed.
- 1.7. Suitable Poles for Antennas
  - 1.7.1. Existing equipment that would exclude a pole is listed but not limited to the following:
    - Three phase transformer bank poles
    - Three phase gang-operated switches or three phase transformer bank
    - Primary riser pole
    - Capacitor banks
    - Transmission poles
    - Distribution lines in more than two directions
    - Poles with existing cabinets and/or wireless equipment including but not limited to power equipment controls, traffic controls, antennas and communications/CATV equipment.
  - 1.7.2. All antenna installations may be made on poles that are located within 15' of a bucket truck accessible paved road.
  - 1.7.3. Light Poles shall be approved on a case by case basis.
  - 1.7.4. Street light supports shall be approved on a case by case basis.

**2. Pole Types and Conditions Requiring a PLA**

- 2.1. A PLA is required for the following structure types:
  - 2.1.1. Poles with angles greater than 10 degrees (guyed or un-guyed).
  - 2.1.2. Poles with spans larger than 200 feet
  - 2.1.3. Poles with circuit taps (power or communication)
  - 2.1.4. All poles where the City conductors or communication lines are dead ended.

- 2.1.5. Poles with transformers, capacitors or other equipment installed. (Must receive written approval for equipment locations)
- 2.1.6. Poles that are less than Class 3
- 2.1.7. Poles that are over 20 years old
- 2.1.8. Poles with more than 2 attachments in addition to the City's electrical primary, secondary and neutral attachments.
- 2.2. Other locations not addressed above identified by the City that pole strength or clearance concerns are identified.

**3. Pole and Loading Analysis Submittal Requirements**

- 3.1. The attaching entity is responsible for all required field and engineering work required to perform the PLA
- 3.2. Submittal Documents Required
  - 3.2.1. Detailed Map showing the location(s) of the proposed attachments and project scope.
  - 3.2.2. Structure details showing existing framing as well as new attachments and/or proposed modifications to the structures. Identification of the owners of existing wires, cables and equipment shall be shown.
  - 3.2.3. The structure drawings shall identify existing attachments that will be or are no longer in use. All unused cables, wires, equipment shall be removed from the pole(s) as part of the proposed attachment project.
  - 3.2.4. Complete loading and strength calculations meeting the requirements outlined below.
  - 3.2.5. For wireline attachments plan & profile drawings shall be included with the analysis.
- 3.3. The Pole Loading Analysis shall use the following criteria and standards:
  - 3.3.1. Pole loading shall meet the requirements of the latest version of the National Electric Safety Code (NESC).
  - 3.3.2. Loading Zone: NESC Medium
  - 3.3.3. Construction Grade: Grade B
  - 3.3.4. Design Wire/Cable Ground Clearances shall exceed the NESC requirements by at least 1 foot to account for variations in the field. All clearances shall be based on the worst case temperatures or wire/cable loading which cause the highest amount of sag.
  - 3.3.5. The PLA analysis shall include but are not limited to the poles, guys, anchors, support arms and other structure components.
  - 3.3.6. Supply, communication, support and work safety zone spaces are to be indicated in the drawings.
- 3.4. Proposed pole configurations shall meet current City construction standards details.
- 3.5. All new or replaced poles shall have a minimum Reserved Capacity of:
  - 3.5.1. 5% for poles supporting single circuit lines
  - 3.5.2. 15% for poles supporting double circuit lines
- 3.6. The PLA will be valid for a time period of no longer than six (6) months from the time of the application submission. After this 6 month period a new PLA will be required to be submitted.

- 3.7. No work shall be completed until approval from the City Power Department is received.

## *Appendix E –*

### *Distribution Line Minimum Design Review Information and Worksheet*

The following guidelines are provided, and corresponding information must be submitted with each Permit application for Pole Attachments on City's system. City may direct that certain Attachments do not require the submission of Design Review Information.

**Each Permit application must include a report from a professional engineer \_\_\_\_\_ registered to practice in the state of Utah and have at least 3 years of experience in electric City system design, or a City-approved employee or contractor of Licensee. This report must clearly identify the proposed construction and must verify that the Attachments proposed will maintain City's compliance with NESC Class B construction for the loading district as outlined in the NESC Section 25.**

**City may or may not require that all of the following information be submitted at the time of the Permit application. The applicant shall have performed all required calculations and be ready to provide the detailed information below within fifteen (15) calendar days of notice. Applicant shall keep copies of the engineering data available for a period of twenty (20) years.**

In determining compliance, the following minimum conditions shall be used in the calculations for pole strength:

1. All single-phase lines shall be assumed to have been reconducted to 1/0 ACSR conductor for both phase and neutral. If a larger conductor size exists, the larger size shall be used in the calculations.
2. All three-phase lines shall be assumed to have been to 477 ACSR Pelican conductors for three (3) phases and neutral. If existing conductors are larger than 477 ACSR, the larger size shall be used in the calculations.
3. All pole lines shall assume a secondary/service conductor, installed from pole to pole, of #4/0 AWG triplex cable, with ACSR messenger.
4. For pole strength calculations, all poles shall be as they actually exist, or be considered Class 4 for calculations.
5. All line angles or dead ends shall be guyed and anchored. Transverse pole strength shall not be assigned to attaching pole users for line angles, i.e., pole should be viewed as being void of other cables, conductors, wires, or guys and considering only the applicant's wires/cables for guying calculations.
6. Points of attachment shall be as they actually exist on the poles.
7. For a City-approved joint use of anchors, the Licensee shall utilize guy insulators in its guys.
8. Lessee shall comply with any NESC and/or City safety factors, whichever are more conservative, in their designs. The engineer for the Permit applicant shall provide for each application the following confirmations:
  - 8.1. That design is in accordance with pole strength requirements of the NESC, taking into account the effects of Utilities Facilities and other attaching entities' facilities that exist on the poles, without regard to the condition of the existing facilities.
9. Sidewalk guys are not allowed unless pre approved by the City.
10. Other Site/Project specific requirements.

**Required permits that have been obtained** (insert n/a if not applicable):

\_\_\_\_\_ (Y/N) Highway – State, County, City

\_\_\_\_\_ (Y/N) Encroachment Permit needed

\_\_\_\_\_ (Y/N) Local zoning boards, town boards, etc

\_\_\_\_\_ (Y/N) Joint-use permits, if required

\_\_\_\_\_ (Y/N) Notified other pole users of contacts or crossings

**Confirm that you have:**

\_\_\_\_\_ (Y/N) Obtained appropriate franchise(s)

\_\_\_\_\_ (Y/N) Obtained pole/anchor easements from landowners

\_\_\_\_\_ (Y/N) Obtained crossing and overhang permits

\_\_\_\_\_ (Y/N) Obtained permit to survey R/W

\_\_\_\_\_ (Y/N) Completed Utah Department of Transportation (UDOT)  
requirements, if applicable

\_\_\_\_\_ (Y/N) Placed permit number on plans

\_\_\_\_\_ (Y/N) Complied with Underground Facility Location requirements

\_\_\_\_\_ (Y/N) Included sag/tension data on proposed cable

Calculations are based upon the latest edition of the NESC and the latest editions of the requirements of the State of Utah.

It is Licensee's responsibility to obtain all necessary permits and provide the City with a copy of each.

The engineer for the Permit applicant shall provide for each Pole(s) the following information:  
(Note: Other formats containing the same information is allowable)

**Project ID**

Pole number \_\_\_\_\_ [If pole tag missing, contact



City]

Pole class \_\_\_\_\_ [Existing-i.e., 4,3,2...]

Pole size \_\_\_\_\_ [Existing-i.e., 35, 40...]

Pole type \_\_\_\_\_ [Southern Yellow Pine,  
Douglas Fir...]

Pole fore span \_\_\_\_\_ [Feet]

Pole fore span direction \_\_\_\_\_ [Degrees from

Magnetic North] Pole back span \_\_\_\_\_

[Feet]

Pole back span direction \_\_\_\_\_ [Degrees from Magnetic North]

Calculated bending

Moment at ground level \_\_\_\_\_ [ft-lbs]

**Existing:**

Power phase condition \_\_\_\_\_ quantity of \_\_\_\_\_

AWG/MCM \_\_\_\_\_ ACSR @ \_\_\_\_\_ feet above  
ground line

Power neutral condition \_\_\_\_\_ quantity of \_\_\_\_\_

AWG/MCM \_\_\_\_\_ ACSR @ \_\_\_\_\_ feet above  
ground line

Power sec condition \_\_\_\_\_ quantity of \_\_\_\_\_

AWG/MCM \_\_\_\_\_ ACSR @ \_\_\_\_\_ feet above  
ground line

Power Service #1 \_\_\_\_\_ qty of \_\_\_\_\_ size @ \_\_\_\_\_ ft above ground line

Power Service #2 \_\_\_\_\_ qty of \_\_\_\_\_ size @ \_\_\_\_\_ ft above ground line

Power Service #3 \_\_\_\_\_ qty of \_\_\_\_\_ size @ \_\_\_\_\_ ft above ground line

Telco #1 Cables \_\_\_\_\_ qty of \_\_\_\_\_ dia @ \_\_\_\_\_ ft above ground line

Telco Service #2 \_\_\_\_\_ qty of \_\_\_\_\_ size @ \_\_\_\_\_ ft above ground line

CATV #2 Cables \_\_\_\_\_ qty of \_\_\_\_\_ dia @ \_\_\_\_\_ ft above ground line

CATV Service #1 \_\_\_\_\_ qty of \_\_\_\_\_ size @ \_\_\_\_\_ ft above ground line

CATV Service #2 \_\_\_\_\_ qty of \_\_\_\_\_ size @ \_\_\_\_\_ ft above ground line

User #3 cables \_\_\_\_\_ qty of \_\_\_\_\_ dia @ \_\_\_\_\_ ft above  
 ground line User #4 cables \_\_\_\_\_ qty of \_\_\_\_\_ dia @  
 \_\_\_\_\_ ft above ground line Equipment #1 type \_\_\_\_\_ qty of  
 \_\_\_\_\_ size @ \_\_\_\_\_ ft above ground line  
 Equipment #2 type \_\_\_\_\_ qty of \_\_\_\_\_ size @ \_\_\_\_\_ ft  
 above ground line Equipment #3 type \_\_\_\_\_ qty of \_\_\_\_\_ size @  
 \_\_\_\_\_ ft above ground line Equipment #4 type \_\_\_\_\_ qty of  
 \_\_\_\_\_ size @ \_\_\_\_\_ ft above ground line

**Proposed:**

Proposed cables \_\_\_\_\_ qty of \_\_\_\_\_ dia @ \_\_\_\_\_ ft  
 above ground line

Proposed cables \_\_\_\_\_ qty of \_\_\_\_\_ dia @ \_\_\_\_\_ ft  
 above ground line

Equipment #1 type \_\_\_\_\_ qty of \_\_\_\_\_ size @ \_\_\_\_\_ ft  
 above ground line Equipment #2 type \_\_\_\_\_ qty of \_\_\_\_\_ size @  
 \_\_\_\_\_ ft above ground line AGL = Above Ground Level

The minimum vertical clearance under all loading conditions measured from the proposed  
 cable to ground level on each conductor span shall be stated above. Variations in  
 topography resulting in ground elevation changes shall be considered when stating the  
 minimum vertical clearance within a given span.

Calculated pole bending moment at ground level:  
 \_\_\_\_\_ [ft-lbs]

Pole breaking bending moment at ground level:  
 \_\_\_\_\_ [ft-lbs]

Calculated transverse safety factor: \_\_\_\_\_ [ratio  
 should be great than 1.00]

**Proposed loading data [provide similar data for each cable proposed]**

**A. Weight data (cable and messenger)**

1. Vertical weight, bare =

\_\_\_\_\_ [#/ft]

**B. Tension data (final tensions on messenger)**

1. NESC maximum load for area of construction:

\_\_\_\_\_ [lbs]

2. 60 F, NO wind:

\_\_\_\_\_ [lbs]

Permit applicant's engineer shall provide for each transverse guy, or dead end to which guys and/or anchors are attached, the following information:

Pole number

Calculated cable messenger tension under NESC maximum loading condition \_\_\_\_\_ [lbs]

**If connection is:**

A dead end, is it a single or double?

\_\_\_\_\_ [S, D]

A change in tension, what is change?

\_\_\_\_\_ [lbs]

A line angle, what is angle change?

\_\_\_\_\_ [degrees]

What is tension change at angle?

\_\_\_\_\_ [lbs]

**For each dead end:**

Point of attachment for guy hook

\_\_\_\_\_ [feet AGL]

Anchor distance from pole

\_\_\_\_\_ [feet]

Calculated guy tension

\_\_\_\_\_ [lbs]

Rated guy working strength

\_\_\_\_\_ [lbs]

**For each change in tension:**

Point of attachment for guy hook

\_\_\_\_\_ [feet AGL]

Anchor distance from pole

\_\_\_\_\_ [feet]



Calculated guy tension \_\_\_\_\_ [lbs]

Rated guy working strength \_\_\_\_\_ [lbs]

**For each line angle:**

Point of attachment for guy hook \_\_\_\_\_ [feet AGL]

Anchor distance from pole \_\_\_\_\_ [feet]

Calculated guy tension \_\_\_\_\_ [lbs]

Rated guy working strength \_\_\_\_\_ [lbs]

**For each anchor:**

Anchor distance to nearest anchor \_\_\_\_\_ [feet]

Calculated anchor tension \_\_\_\_\_ [lbs]

Rated anchor strength \_\_\_\_\_ [lbs]

Soil composition \_\_\_\_\_ [sandy,  
loam, clay, rock]

**For each dead end:**

Point of attachment for guy hook \_\_\_\_\_ [feet AGL]

Anchor distance from pole \_\_\_\_\_ [feet]

Calculated guy tension \_\_\_\_\_ [lbs]

Rated guy working strength \_\_\_\_\_ [lbs]

**For each change in tension:**

Point of attachment for guy hook

\_\_\_\_\_ [feet AGL]

Anchor distance from pole

\_\_\_\_\_ [feet]

Calculated guy tension

\_\_\_\_\_ [lbs]

Rated guy working strength

\_\_\_\_\_ [lbs]

**For each line angle:**

Point of attachment for guy hook

\_\_\_\_\_ [feet AGL]

Anchor distance from pole

\_\_\_\_\_ [feet]

Calculated guy tension

\_\_\_\_\_ [lbs]

Rated guy working strength

\_\_\_\_\_ [lbs]

**For each anchor:**

Anchor distance to nearest anchor

\_\_\_\_\_ [feet]

Calculated anchor tension

\_\_\_\_\_ [lbs]

Rated anchor strength

\_\_\_\_\_ [lbs]

Soil composition \_\_\_\_\_ [sandy,  
loam, clay, rock]

*Appendix F – Field Drawing and Data Summary Sheet Instructions*

| <b>Item</b>                                           | <b>Instructions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>City Pole Number/Object ID #</b>                   | If a Pole stencil is not in place, it may be left for City if the accompanying sketch is adequate to Determine the Location.                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Communication Companies Plan Sheet Pole Number</b> | This must correspond with the plan sheet or Pole Sketch Pole identification number.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Pole Height and Class</b>                          | List the present Pole height and class, and list the proposed Pole height and class if it is necessary for City to replace the Pole for clearance, etc.                                                                                                                                                                                                                                                                                                                                                |
| <b>Guy Attachments</b>                                | All unbalanced loading on Poles must be guyed. Attachments to City's anchors will not be allowed. Guy anchor shall be inspected before attachee begins overhead installation. Sidewalk guys shall not be allowed, unless approved by the City.                                                                                                                                                                                                                                                         |
| <b>Attachment Height</b>                              | Communications Company attachment height above ground level. List guy lead in feet.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Inches Below City</b>                              | The number of inches Communications Company is to be attached below City while maintaining clearance as required.                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Span Length</b>                                    | List the back span length for each attachment.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Inches Sag</b>                                     | List the messenger sag for the design listed on the cover sheet at 60 degrees Fahrenheit.                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Ground Clearance</b>                               | List the ground clearance at the low point of the back span. Must not be less than the National Electrical Safety Code (latest edition).                                                                                                                                                                                                                                                                                                                                                               |
| <b>Tagging</b>                                        | <p>1) All main lines, service drops, and enclosers are tagged with company identification as indicated in Appendix D.</p> <p>2) Approved overhead cable company identification tag.<br/>Supplier: Ritchey Livestock Products</p> <p>3) Tag shall be affixed to all main line cables within 1 foot of each pole with identification facing the road. Tag shall be held with a copper or aluminum tie wire.</p> <p>Century Link - CTL<br/>TDS - TDS<br/>Go Fiber - GO<br/>Washington City Power –WCP</p> |

## Joint Attachment Tags



Provide highly visible joint attachment tags that are durable and dependable to identify cable ownership when there are multiple carriers on the same pole.

Joint attachment tags can be ordered custom etched with company ID or a Dremel tool can be used on tag for etching. Use black tags with white lettering, 4 3/4" x 3".

Ritchey Livestock Products

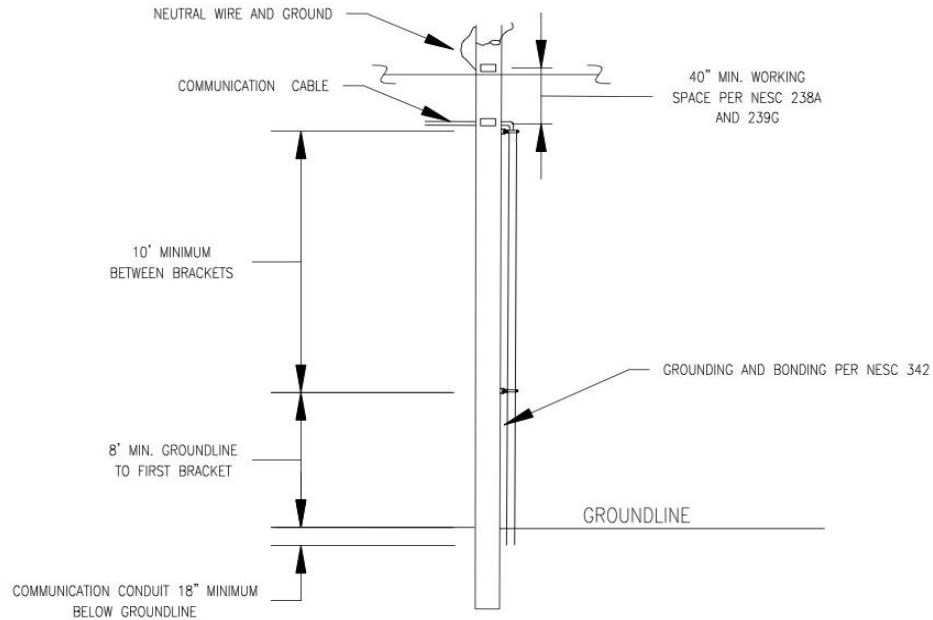
1-800-ear-tags  
1-800-327-8247  
[ritcheytags.com](http://ritcheytags.com)

Underground equipment enclosures shall use company stickers, etching, painted stencil, or other pre-approved means of identification.

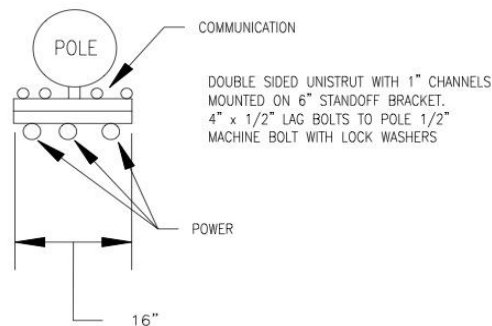
*Appendix G – Washington City  
Typical Joint Use & Pole Top Assembly Drawings*

Drawings

[JU100 Typical Communication Riser Requirements](#)  
[JU110 Utility Typical Joint Use Pole Spacing Configuration](#)  
[JU120 Communications Riser Required Climbing Space](#)  
[JU130 Minimum Clearances at Pole Attachment & Midspan](#)  
[JU140 Minimum Clearances Service Drops](#)  
[CR100 Electrical 12.47kV Single Phase Tangent Framing](#)  
[CR300 Electrical 12.47kV Three Phase Tangent Framing](#)  
[CR310 Electrical 12.47kV Three Phase Dead End Framing](#)  
[CR315 Electrical 12.47kV Three Phase Double Dead End Framing](#)  
[GY100 Electrical Down Guy and Anchor Assembly](#)  
[TR100 Electrical 1/0 Overhead Transformer](#)  
[TR300 Electrical 3/0 Overhead Transformer-Ground Y-Delta](#)  
[ST100 Electrical 12.47kV Single Phase Streamline Tangent Framing](#)  
[ST130 Electrical 12.47kV Single Phase Streamline Heavy Angle Framing](#)  
[S1 Street Light Wood Pole](#)  
[S2 Wood Secondary Pole](#)  
[S3 Steel Mono Pole](#)  
[S4 Steel Street Light Pole](#)  
[S5 Steel Street Light Pole](#)  
[S6 Steel Street Light Pole](#)



(6) MAXIMUM RISERS PER INSTALLATION



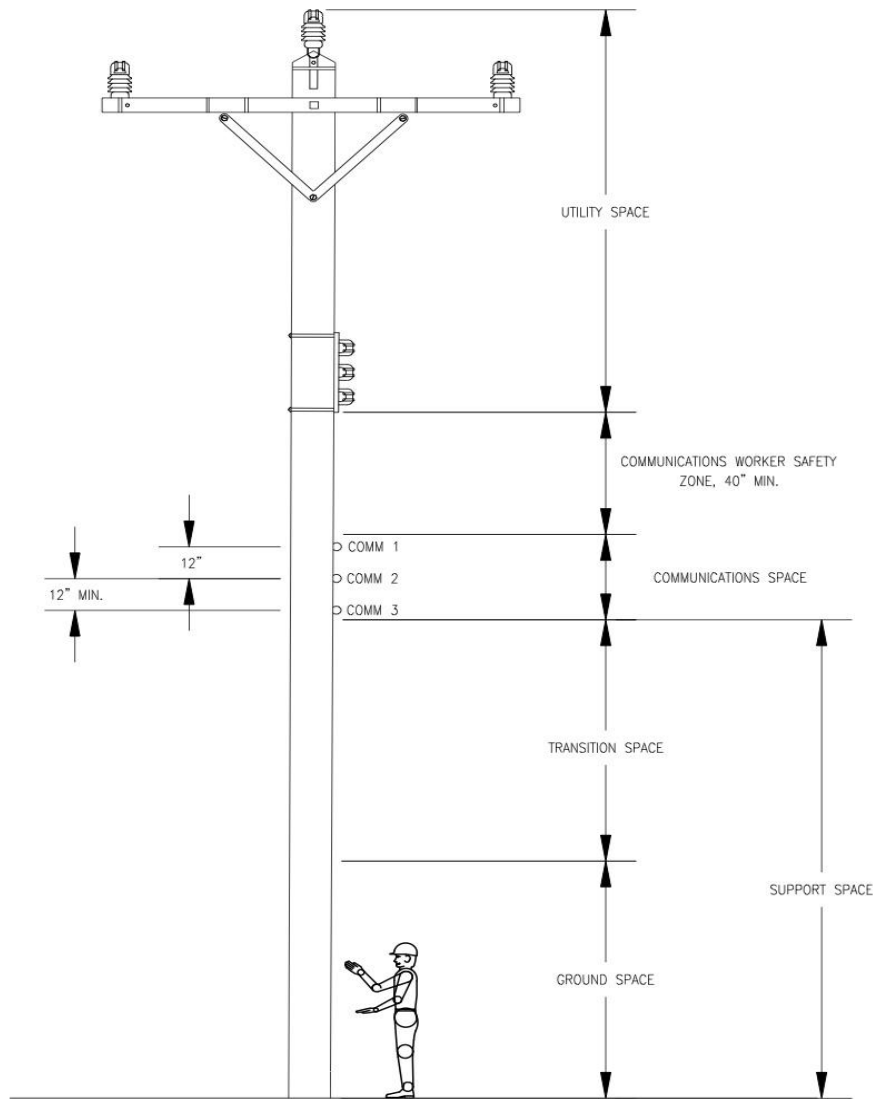
**NOTES:**

1. ATTACHMENT CONDUIT MUST BE NO LARGER THAN TWO INCHES (2") UNLESS THE MAXIMUM FILL PER THE LATEST VERSION OF THE NEC IS EXCEEDED BY THE CABLE TO BE INSTALLED AT THE TIME OF CONSTRUCTION.
2. A MAXIMUM OF SIX RISERS AND ONE BRACKET SHALL BE ALLOWED ON ANY RISER POLE.
3. THE COMMUNICATIONS PROVIDER SHALL RELOCATE THEIR RISER AT THEIR EXPENSE IF WCP REPLACES OR RELOCATES THE POLE.
4. THE FIRST PROVIDER TO ATTACH SHALL PROVIDE APPROVED CONDUIT BRACKETS.
5. FUTURE PROVIDERS SHALL USE THE EXISTING CONDUIT SUPPORT SYSTEM IF SPACE IS AVAILABLE.

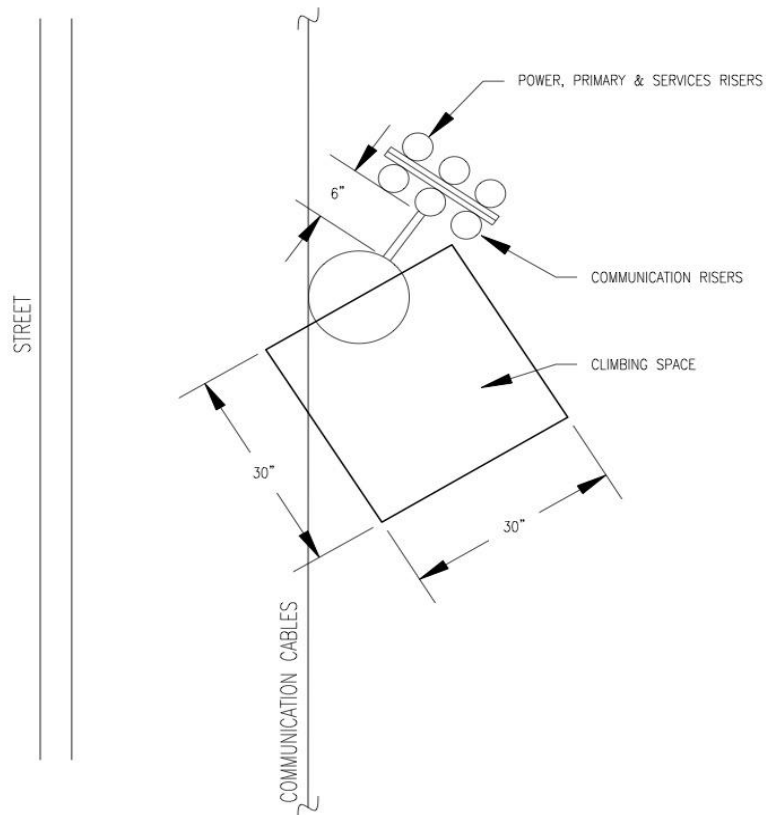
|                                             |              |            |
|---------------------------------------------|--------------|------------|
| THE CITY OF<br><b>WASHINGTON, UTAH</b>      |              |            |
| CONSTRUCTION STANDARDS                      |              |            |
| TYPICAL COMMUNICATION<br>RISER REQUIREMENTS |              |            |
| SCALE                                       | DATE PLOTTED | DWG BY: ON |
| NTS                                         | 06/01/2022   | JU100      |

|     |          |          |
|-----|----------|----------|
| A   | UPDATE   | 07/01/22 |
| NO. | REVISION | DATE     |

  
CONSULTING ENGINEERS  
1145 E. South Union Ave.  
Murray, Utah 84047  
(801) 225-1111  
(801) 225-0088



|                                                                                                                                                                                                                                   |          |          |                                                         |              |            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|---------------------------------------------------------|--------------|------------|
|                                                                                                                                                                                                                                   |          |          | THE CITY OF<br><b>WASHINGTON, UTAH</b>                  |              |            |
|                                                                                                                                                                                                                                   |          |          | CONSTRUCTION STANDARDS                                  |              |            |
|                                                                                                                                                                                                                                   |          |          | UTILITY TYPICAL JOINT USE<br>POLE SPACING CONFIGURATION |              |            |
| A                                                                                                                                                                                                                                 | UPDATE   | 07/01/22 | SCALE                                                   | DATE PLOTTED | DWG BY: ON |
| NO.                                                                                                                                                                                                                               | REVISION | DATE     | NTS                                                     | 06/01/2022   | JU110      |
| <br><b>ICPE</b><br><small>CONSULTING ENGINEERS</small><br>1145 E. South Union Ave.<br>Midvale, Utah 84047<br>(801) 222-1111<br>(801) 222-0088 |          |          |                                                         |              |            |



**NOTES:**

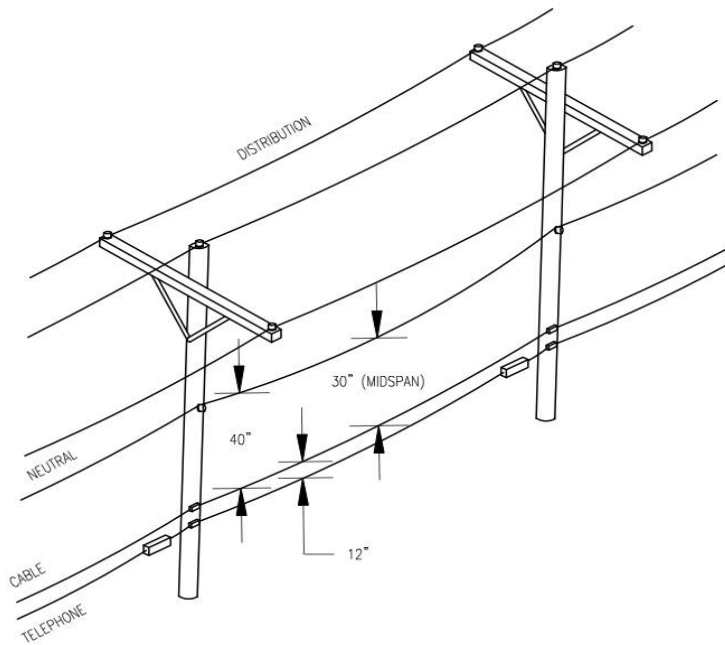
1. POLES SELECTED FOR ATTACHING EQUIPMENT SHALL BE BUCKET TRUCK ACCESSIBLE. HOWEVER, THE NESC REQUIRES CLIMBING SPACE TO BE RESERVED AS SHOWN OR AS APPROVED.

|       |  |              |                                                 |  |  |
|-------|--|--------------|-------------------------------------------------|--|--|
|       |  |              | THE CITY OF                                     |  |  |
|       |  |              | <b>WASHINGTON, UTAH</b>                         |  |  |
|       |  |              | CONSTRUCTION STANDARDS                          |  |  |
|       |  |              | COMMUNICATIONS RISER<br>REQUIRED CLIMBING SPACE |  |  |
| SCALE |  | DATE PLOTTED | DWG BY: ON                                      |  |  |
| NTS   |  | 06/01/2022   | JU120                                           |  |  |



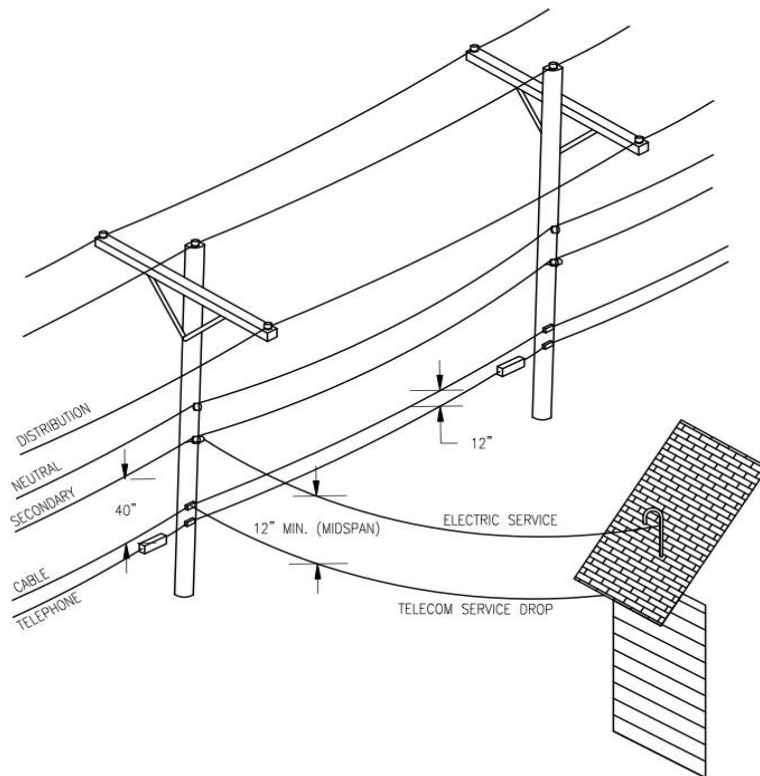
1145 E. South Union Ave.  
 Midvale, Utah 84047  
 (801) 588-0088





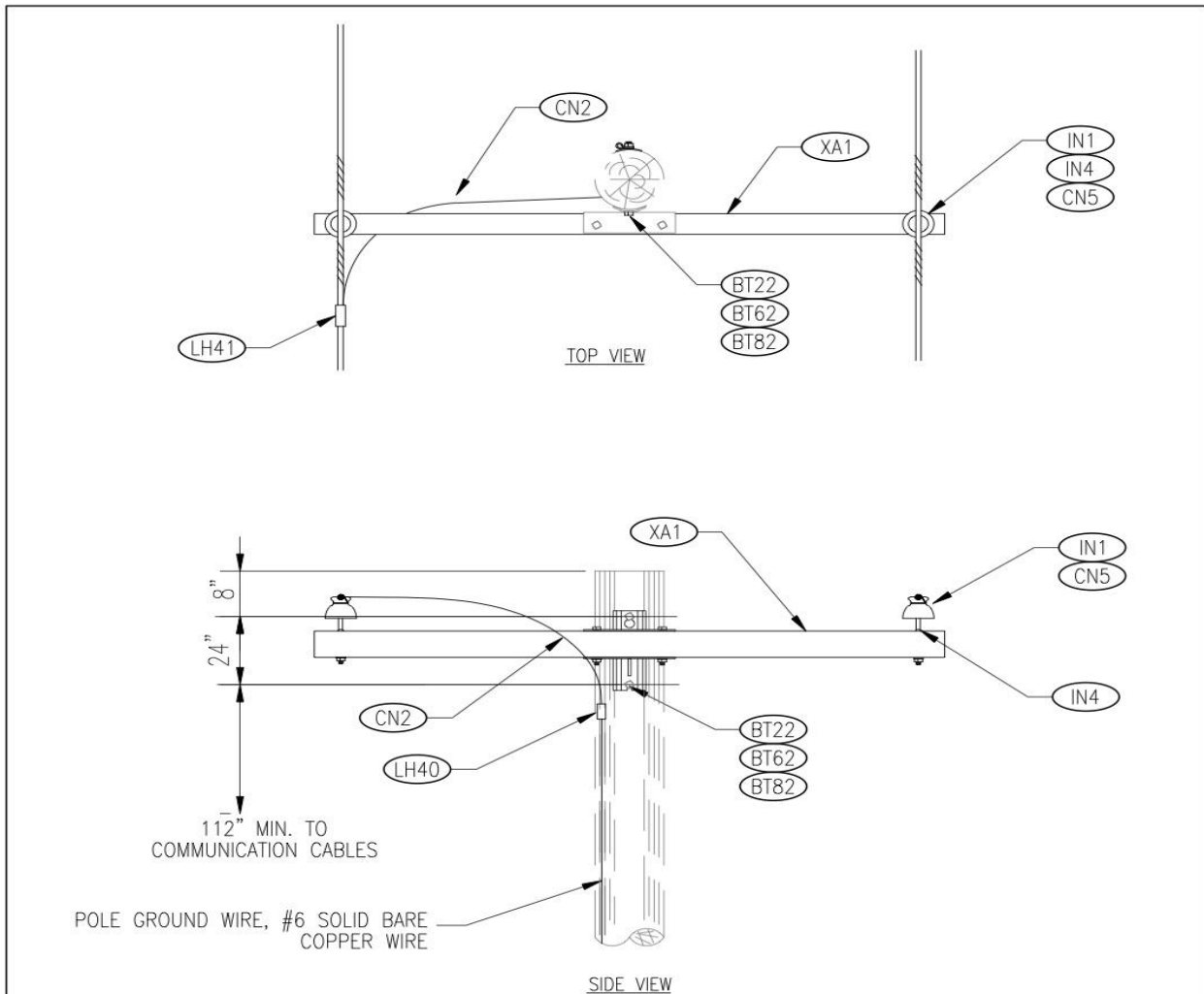
|                                                                                                                                                                                                                                             |          |          |                           |              |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|---------------------------|--------------|------------|
|                                                                                                                                                                                                                                             |          |          | THE CITY OF               |              |            |
|                                                                                                                                                                                                                                             |          |          | <b>WASHINGTON, UTAH</b>   |              |            |
| A                                                                                                                                                                                                                                           | UPDATE   | 07/01/22 | CONSTRUCTION STANDARDS    |              |            |
| NO.                                                                                                                                                                                                                                         | REVISION | DATE     | MINIMUM CLEARANCES AT     |              |            |
|                                                                                                                                                                                                                                             |          |          | POLE ATTACHMENT & MIDSPAN |              |            |
| <br><small>GENERAL ENGINEERING</small><br><small>1145 E. South Union Ave.</small><br><small>Midvale, Utah 84045</small><br><small>(801) 588-0088</small> |          |          | SCALE                     | DATE PLOTTED | DWG BY: ON |
|                                                                                                                                                                                                                                             |          |          | NTS                       | 06/01/2022   | JU130      |

MIDSPAN SERVICE DROP CLEARANCE



|     |          |          |                         |              |            |
|-----|----------|----------|-------------------------|--------------|------------|
|     |          |          | THE CITY OF             |              |            |
|     |          |          | <b>WASHINGTON, UTAH</b> |              |            |
|     |          |          | CONSTRUCTION STANDARDS  |              |            |
|     |          |          | MINIMUM CLEARANCES      |              |            |
|     |          |          | SERVICE DROPS           |              |            |
| A   | UPDATE   | 07/01/22 | SCALE                   | DATE PLOTTED | DWG BY: ON |
| NO. | REVISION | DATE     | NTS                     | 06/01/2022   | JU140      |

  
**ICPE**  
 CONSULTING ENGINEERS  
 1145 E. South Union Ave.  
 Midvale, Utah 84047  
 (801) 255-1111  
 (801) 558-0088



| MATERIAL LIST |          |                                                             |           |               |                                        |
|---------------|----------|-------------------------------------------------------------|-----------|---------------|----------------------------------------|
| ITEM          | QTY.     | DESCRIPTION                                                 | MANF.     | CAT. NO.      | INVENTORY NO.                          |
| XA1           | 1        | 2"x4"x8' DISTRIBUTION CROSSARM, TANGENT                     | PUPI      | TB100009603K2 | FIBERGLASS-OVR-00262<br>WOOD-OVR-00210 |
| IN1           | 2        | PIN INSULATOR (ANSI 55-5), F-NECK, POLY CLAMP               | MACLEAN   | DP55-5        | OVR-00635                              |
| IN4           | 2        | STEEL INSULATOR PIN w/ WASHER, NUT & LOCK NUT, 6 1/2" SHANK | MACLEAN   | J2072         | OVR-00720                              |
| CN5           | 2        | TOP TIE, F-NECK                                             | PREFORMED | WTF-0212      | OVR-00798                              |
|               |          | #1/0 ACSR                                                   |           | WTF-0218      | OVR-00800                              |
| LH40          | 1        | #6 DOG LEG                                                  | -         | -             | GR0-00001                              |
| LH41          | 1        | 1 BOLT CLAMP/SM                                             | -         | -             | GR0-00075-00076                        |
| CN2           | AS REQ'D | #6 AWG SOLID BARE COPPER CONDUCTOR, SOFT COPPER             | -         | -             | WIR-00410                              |
| BT22          | 2        | 5/8"x LENGTH REQUIRED MACHINE BOLT w/ NUT                   | MACLEAN   | J88           | OVR-01230-01320                        |
| BT82          | 2        | 3"x3"x1/4" SQ. CURVED WASHER, w/ 11/16" HOLES/ 8" 3x3       | MACLEAN   | J113          | OVR-01070                              |
| BT62          | 2        | 5/8" SPRING WASHER AND 2 COIL SPRING LOCK WASHERS           | MACLEAN   | J3540         | OVR-01030                              |

**NOTE:**

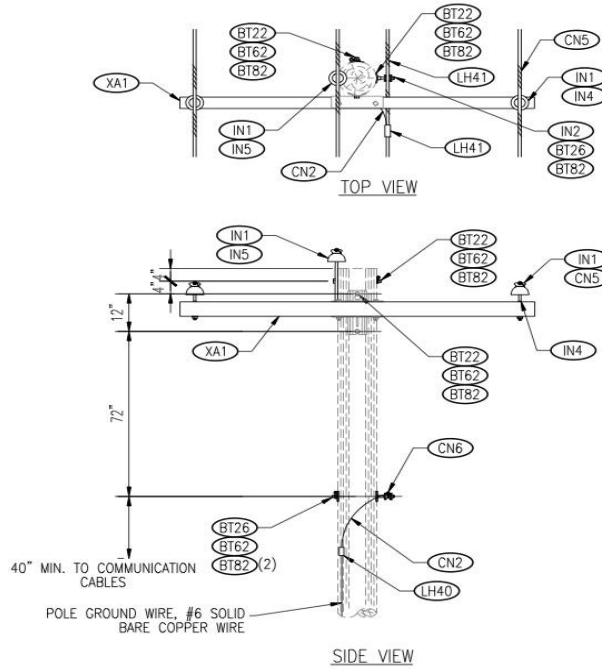
1. CONDUCTOR CONNECTORS, TIES AND CLAMPS TO MATCH CONDUCTOR SIZE USED.



| REVISIONS |                    | DATE | APP      |
|-----------|--------------------|------|----------|
| No.       | DESCRIPTION        | BY   | DATE     |
| 1         | REVIEW AND COMMENT | RF   | 04/06/18 |

| ELECTRICAL                           |     |               |       |      |               |
|--------------------------------------|-----|---------------|-------|------|---------------|
| 12.47kV SINGLE PHASE TANGENT FRAMING |     |               |       |      |               |
| Dwn.                                 | RF  | Date 04/06/18 | Engr. | CBM  | Date 04/06/18 |
| Chk.                                 | CBM | Date 04/06/18 | App.  | CBM  | Date          |
| Proj.                                | No. |               | Scale | NONE |               |

**CR100 A**



| MATERIAL LIST |          |                                                             |             |           |               |                      |
|---------------|----------|-------------------------------------------------------------|-------------|-----------|---------------|----------------------|
| ITEM          | QTY.     | DESCRIPTION                                                 |             | MANF.     | CAT. NO.      | INVENTORY NO.        |
| XA1           | 1        | 2"x4"x8" DISTRIBUTION CROSSARM, TANGENT                     |             | PUPI      | TB100009603X2 | FIBERGLASS-OVR-00262 |
|               |          |                                                             |             | PUPI      | TB2500        | WOOD-OVR-00210       |
| IN1           | 3        | PIN INSULATOR (ANSI 55-5), F-NECK, POLY CLAMP               |             | MACLEAN   | DP55-5        | OVR-00635            |
|               |          | 477 CLAMP TOP                                               |             |           |               |                      |
| IN2           | 1        | SPOOL INSULATOR (ANSI 53-2)                                 |             | MACLEAN   | J151          | OVR-00640            |
| IN4           | 2        | STEEL INSULATOR PIN w/ WASHER, NUT & LOCK NUT, 6 1/2" SHANK |             | MACLEAN   | J2072         | OVR-00720            |
| IN5           | 1        | STEEL POLE TOP PIN                                          |             | MACLEAN   | J7402         | OVR-00780            |
| CN5           | 3        | TOP TIE, F-NECK                                             | #1/0 ACSR   | PREFORMED | WTF-0212      |                      |
|               |          |                                                             | #4/0 ACSR   |           | WTF-0218      |                      |
| CN6           | 1        | SPOOL TIE                                                   | #1/0 ACSR   | PREFORMED | SPL-1355-P    | OVR-00870            |
|               |          |                                                             | #4/0 ACSR   |           | SPL-1358-P    |                      |
| LH40          | 1        | #6 DOG LEG                                                  |             | -         | -             | GRO-00001            |
| LH41          | 1        | 1 BOLT CLAMP/SM                                             |             | -         | -             | GRO-00075-00076      |
| CN2           | AS REQ'D | #6 AWG SOLID BARE COPPER CONDUCTOR, SOFT COPPER             |             | -         | -             | WIR-00410            |
| BT22          | 4        | 5/8"x LENGTH REQUIRED MACHINE BOLT w/ NUT                   | #1/0 & #4/0 | MACLEAN   | J88           | OVR-01230 TO 01320   |
|               |          | 3/4"x LENGTH REQUIRED MACHINE BOLT w/ NUT                   | 477         |           | J88           | OVR-01490 TO 01510   |
| BT26          | 1        | 5/8"x LENGTH REQUIRED DOUBLE UPSET SPOOL BOLT               |             | MACLEAN   | J239          | OVR-01140-01175      |
| BT82          | 6        | 2-1/2"x2-1/2"x3/16" SQ. CURVED WASHER, w/ 11/16" HOLES      | #1/0 & #4/0 | MACLEAN   | J6822         | OVR-01070            |
|               |          | 3"x3"x1/4" SQ. CURVED WASHER, w/ 13/16" HOLES/ 8" 3x3       | 477         |           | J6823         | OVR-01470            |
| BT62          | 5        | 5/8" SPRING WASHER                                          | #1/0 & #4/0 | MACLEAN   | J3540         | OVR-01030            |
|               |          | 3/4" SPRING WASHER                                          | 477         |           | J3541         | OVR-01400            |

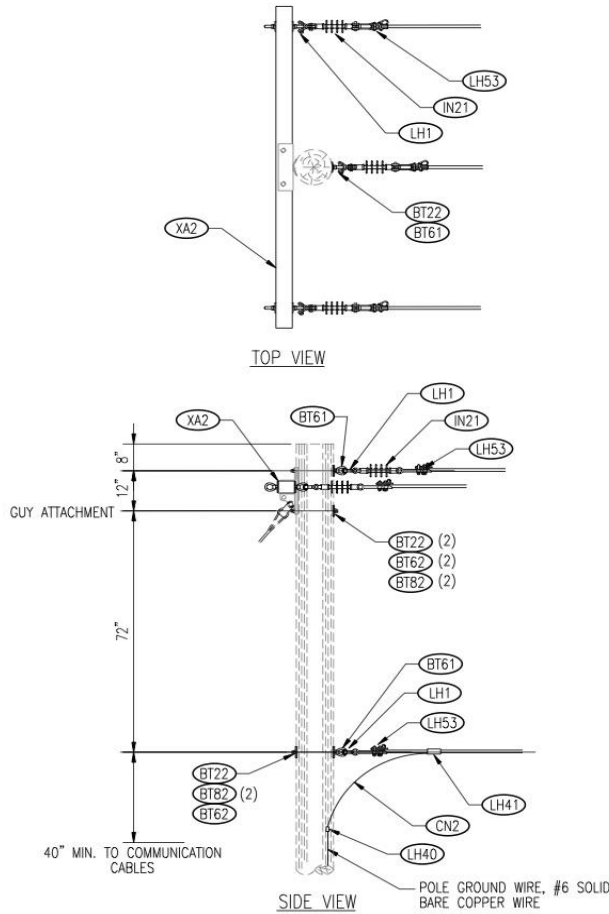
**NOTE:**

1. CONDUCTOR CONNECTORS, TIES AND CLAMPS TO MATCH CONDUCTOR SIZE USED.



| REVISIONS |                    | DATE     | APP |
|-----------|--------------------|----------|-----|
| No.       | DESCRIPTION        | DATE     | APP |
| 1         | REVIEW AND COMMENT | 04/06/18 | CBM |

| ELECTRICAL                          |               |             |               |
|-------------------------------------|---------------|-------------|---------------|
| 12.47KV THREE PHASE TANGENT FRAMING |               |             |               |
| Dwn. RF                             | Date 04/06/18 | Engr. CBM   | Date 04/06/18 |
| Chk. CBM                            | Date 04/06/18 | App. CBM    | Date          |
| Proj. No.                           |               | Scale       | NONE          |
|                                     |               | Drawing No. | CR300         |
|                                     |               | Rev.        | A             |

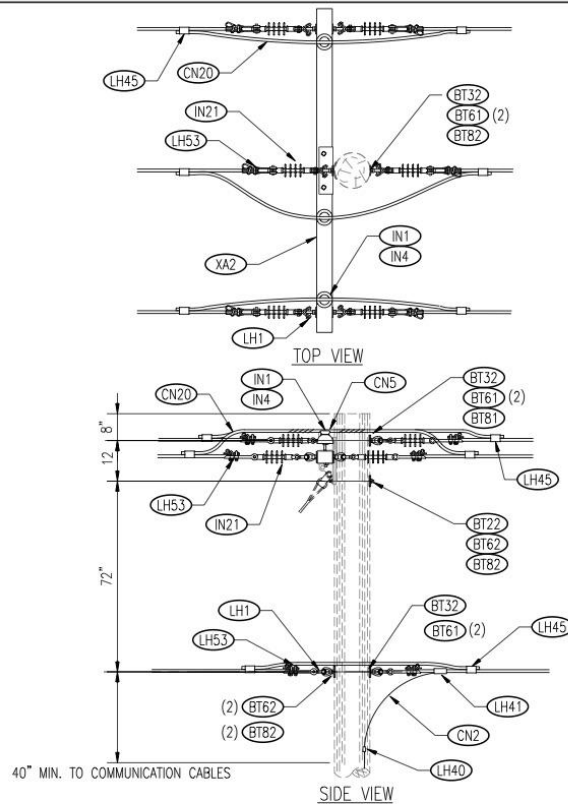


| MATERIAL LIST |          |                                                           |         |                 |                      |
|---------------|----------|-----------------------------------------------------------|---------|-----------------|----------------------|
| ITEM          | QTY.     | DESCRIPTION                                               | MANF.   | CAT. NO.        | INVENTORY NO.        |
| XA2           | 1        | 4"x5"x8' DISTRIBUTION CROSSARM, DEADEND                   | PUP     | DA2500096E4B7X2 | FIBERGLASS-OVR-00262 |
| IN21          | 3        | SUSPENSION INSULATOR, SILICONE RUBBER POLYMER, 15KV CLASS | PUP     | 30000           | DA3000096E4B7X2      |
| LH53          | 4        | STRAIGHT LINE STRAIN CLAMP, DEAD END                      | MACLEAN | DS-15M          | OVR-00610            |
| LH1           | 4        | Y-CLEVIS EYE, 19,000lb.                                   | HUBBELL | ADS60N          | OVR-00160            |
| LH40          | 1        | #6 DOG LEG                                                | HUBBELL | ADS88N          | OVR-00180            |
| LH41          | 1        | 1 BOLT CLAMP/SM                                           | HUBBELL | YCS-04          | TRM-00050            |
| CN2           | AS REQ'D | #6 AWG SOLID BARE COPPER CONDUCTOR, SOFT COPPER           |         |                 | GRO-00001            |
| BT22          | 1        | 5/8"x LENGTH REQUIRED MACHINE BOLT w/ NUT                 |         |                 | GRO-00075-00076      |
| BT61          | 2        | 3/4"x LENGTH REQUIRED MACHINE BOLT w/ NUT                 | MACLEAN | J88             | OVR-01230 TO 01320   |
| BT82          | 4        | 5/8" OVAL EYENUT                                          | MACLEAN | J1092           | OVR-01490 TO 01510   |
| BT62          | 3        | 3/4" OVAL EYENUT                                          | MACLEAN | J1093           | OVR-01090            |
|               |          | 2-1/2"x2-1/2"x3/16" SQ. CURVED WASHER, w/ 11/16" HOLES    | MACLEAN | J6822           | OVR-01440            |
|               |          | 3-3/4"x1/4" SQ. CURVED WASHER, w/ 13/16" HOLES/ 8" & 3    | MACLEAN | J6823           | OVR-01070            |
|               |          | 5/8" SPRING WASHER                                        | MACLEAN | J3540           | OVR-01470            |
|               |          | 3/4" SPRING WASHER                                        | MACLEAN | J3541           | OVR-01030            |
|               |          |                                                           |         |                 | OVR-01400            |

**NOTE:**

1. CONDUCTOR CONNECTORS, TIES AND CLAMPS TO MATCH CONDUCTOR SIZE USED.

|                                                                                     |                                                                                                                                                                                                                        |             |                                                                  |               |           |               |             |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------------------------------------|---------------|-----------|---------------|-------------|
|  | <b>Intermountain Consumer Professional Engineers, Inc.</b><br><small>CONSULTING ENGINEERS<br/>         1145 S. SOUTH UNION AVE.<br/>         MIDVALE, UTAH 84047<br/>         BUS. (801) 555-1111 FAX 555-0088</small> |             | <b>ELECTRICAL</b><br><b>12.47kV THREE PHASE DEAD END FRAMING</b> |               |           |               |             |
|                                                                                     | A REVIEW AND COMMENT                                                                                                                                                                                                   | RF 04/06/18 | Dwn. RF                                                          | Date 04/06/18 | Engr. CBM | Date 04/06/18 | Drawing No. |
|                                                                                     | No.                                                                                                                                                                                                                    | DESCRIPTION | BY                                                               | DATE          | APP       | Date          | CR310       |
|                                                                                     | REVISIONS                                                                                                                                                                                                              |             |                                                                  |               |           |               |             |
|                                                                                     |                                                                                                                                                                                                                        |             |                                                                  | Scale         | NONE      |               | A           |



| MATERIAL LIST |          |                                                                    |                            |            |                 |                      |
|---------------|----------|--------------------------------------------------------------------|----------------------------|------------|-----------------|----------------------|
| ITEM          | QTY.     | DESCRIPTION                                                        | MANF.                      | CAT. NO.   | INVENTORY NO.   |                      |
| XA2           | 1        | 4"x5"x8" DISTRIBUTION CROSSARM, DEADEND                            | #1/0 & #4/0<br>477         | PUP1 30000 | DA2500096E4B7X2 | FIBERGLASS-OVR-00262 |
| IN21          | 3        | SUSPENSION INSULATOR, SILICONE RUBBER POLYMER, 15KV CLASS          | MACLEAN                    | DS-15M     | W000-OVR-00210  | OVR-00610            |
| LH53          | 4        | STRAIGHT LINE STRAIN CLAMP, DEAD END                               | #1/0 & #4/0<br>477         | HUBBELL    | ADS60N          | OVR-00160            |
| LH1           | 4        | Y-CLEVIS EYE, 19,000lb.                                            | HUBBELL                    | YCS-04     | TRM-00050       | TRM-00001            |
| LH40          | 1        | #6 DOG LEG                                                         | -                          | -          | GRO-00001       | GRO-00075-00076      |
| LH41          | 1        | 1 BOLT CLAMP/SM                                                    | -                          | -          | GRO-00075-00076 | CON-00570            |
| LH45          | 8        | PARALLEL GROOVE CONNECTOR, WEDGE WE: TAP                           | #1/0 TO #1/0<br>477 TO 477 | BURNDY     | WCB10           | CON-00700            |
| CN20          | AS REQ'D | ACSR OVERHEAD CONDUCTOR, SIZE AS REQUIRED                          | -                          | -          | -               | -                    |
| BT22          | 1        | 5/8"x LENGTH REQUIRED MACHINE BOLT w/ NUT                          | #1/0 & #4/0<br>477         | MACLEAN    | J88             | OVR-01230 TO 01320   |
| BT32          | 2        | 3/4"x LENGTH REQUIRED MACHINE BOLT w/ NUT                          | #1/0 & #4/0<br>477         | MACLEAN    | J88             | OVR-01490 TO 01510   |
| BT61          | 4        | 5/8"x LENGTH REQUIRED DOUBLE ARMING BOLT w/ (4) NUTS               | #1/0 & #4/0<br>477         | MACLEAN    | J886            | OVR-01330-01390      |
| BT82          | 6        | 3/4"x LENGTH REQUIRED DOUBLE ARMING BOLT w/ (4) NUTS               | #1/0 & #4/0<br>477         | MACLEAN    | J886            | OVR-01340-01660      |
| BT61          | 4        | 5/8" OVAL EYENUT                                                   | #1/0 & #4/0<br>477         | MACLEAN    | J1092           | OVR-01090            |
| BT82          | 6        | 3/4" OVAL EYENUT                                                   | #1/0 & #4/0<br>477         | MACLEAN    | J1093           | OVR-01440            |
| BT82          | 6        | 2-1/2"x2-1/2"x3/16" SQ. CURVED WASHER, w/ 11/16" HOLES             | #1/0 & #4/0<br>477         | MACLEAN    | J6822           | OVR-01070            |
| BT62          | 6        | 3"x3"x1/4" SQ. CURVED WASHER, w/ 13/16" HOLES/ 8" 3x3              | #1/0 & #4/0<br>477         | MACLEAN    | J6823           | OVR-01470            |
| BT62          | 6        | 5/8" SPRING WASHER                                                 | #1/0 & #4/0<br>477         | MACLEAN    | J3540           | OVR-01030            |
| BT62          | 6        | 3/4" SPRING WASHER                                                 | #1/0 & #4/0<br>477         | MACLEAN    | J3541           | OVR-01400            |
| IN1           | 3        | PIN INSULATOR (ANSI 55-5), F-NECK, POLY INSULATOR, 15KV, CLAMP TOP | #1/0 & #4/0<br>477         | MACLEAN    | DP55-5          | OVR-00635            |
| IN4           | 3        | STEEL INSULATOR PIN w/ WASHER, NUT & LOCK NUT, 6 1/2" SHANK        | #1/0 & #4/0<br>477         | MACLEAN    | DP---           | OVR-                 |
| CN5           | 3        | TOP TIE, F-NECK                                                    | #1/0 ACSR<br>#4/0 ACSR     | PREFORMED  | WTF-0212        | OVR-00720            |
|               |          |                                                                    |                            |            | WTF-0218        |                      |

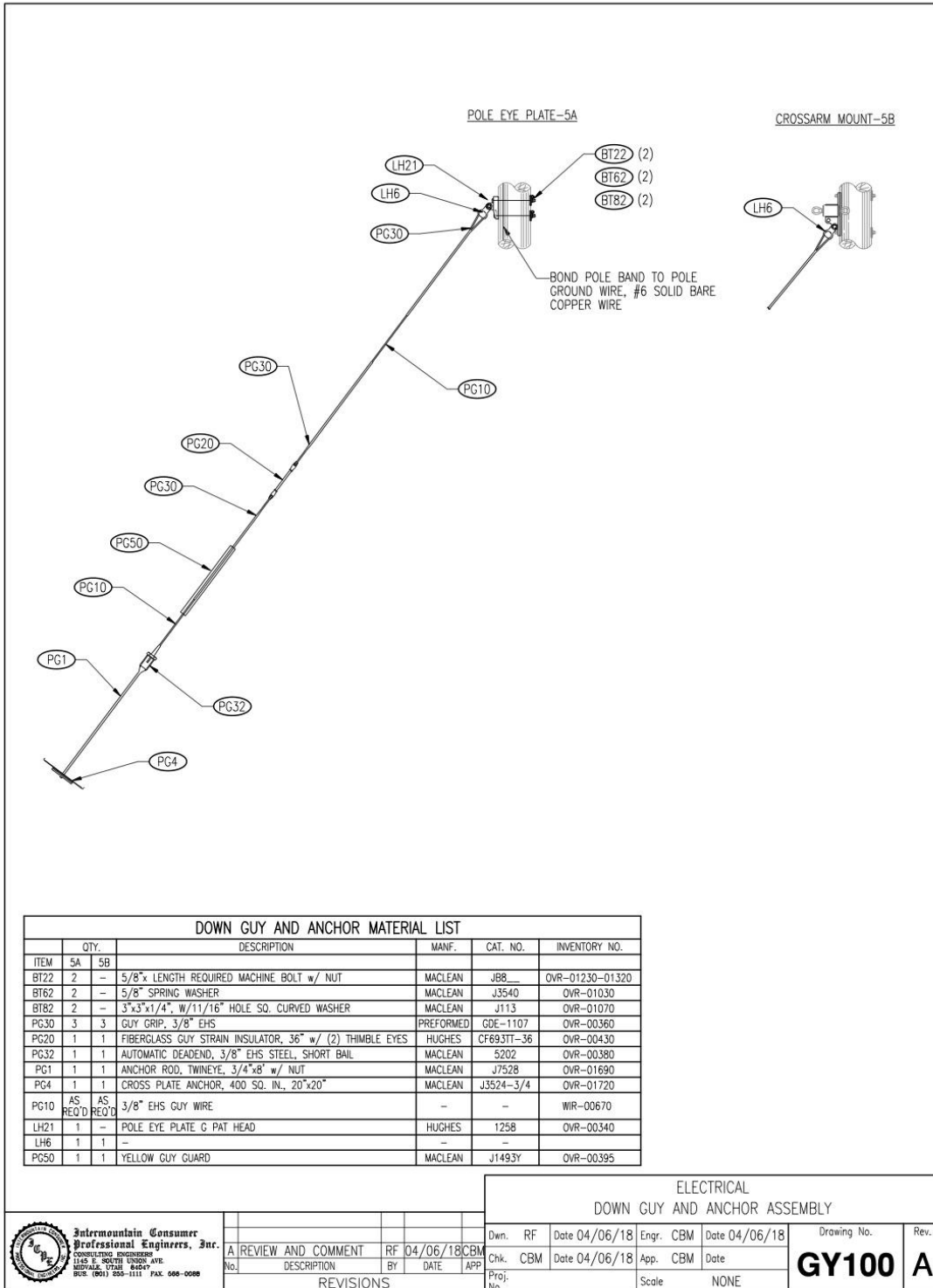
**NOTE:**

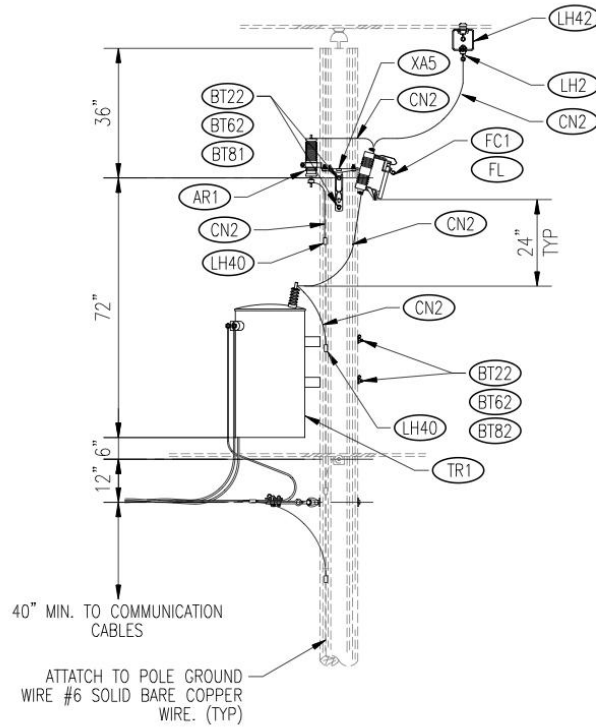
1. CONDUCTOR CONNECTORS, TIES AND CLAMPS TO MATCH CONDUCTOR SIZE USED.



| A REVIEW AND COMMENT |             | RF | 04/06/18 | CBM |
|----------------------|-------------|----|----------|-----|
| No.                  | DESCRIPTION | BY | DATE     | APP |
| REVISIONS            |             |    |          |     |

| ELECTRICAL                                  |     |               |       |      |               |
|---------------------------------------------|-----|---------------|-------|------|---------------|
| 12.47kV THREE PHASE DOUBLE DEAD END FRAMING |     |               |       |      |               |
| Dwn.                                        | RF  | Date 04/06/18 | Engr. | CBM  | Date 04/06/18 |
| Chk.                                        | CBM | Date 04/06/18 | App.  | CBM  | Date          |
| Proj.                                       | No. |               | Scale | NONE |               |
| CR315                                       |     |               |       |      | A             |





#### MATERIAL LIST

| ITEM | QTY.     | DESCRIPTION                                           | MANF.      | CAT. NO.   | INVENTORY NO.   |
|------|----------|-------------------------------------------------------|------------|------------|-----------------|
| XA5  | 1        | 1 PHASE, CUTOFF AND ARRESTER BRACKET                  | CHANCE     | 1SBM18CLH  | OVR-00040       |
| LH42 | 1        | HOT LINE STIRRUP, 5/16" DIA. STIRRUP, PLATED STIRRUP  | FARGO      | GA104SLP   | OVR-00080-00100 |
| LH2  | 1        | HOT LINE CLAMP, #6 CU -4/0 CU                         | CHANCE     | S1530GP    | OVR-00110-00120 |
| LH40 | 1        | #6 DOG LEG                                            | -          | -          | GRO-00001       |
| BT22 | 4        | 5/8" x LENGTH REQUIRED MACHINE BOLT w/ NUT            | MACLEAN    | J88---     | OVR-01230-01320 |
| BT62 | 4        | 5/8" SPRING WASHER                                    | MACLEAN    | J3540      | OVR-01030       |
| BT82 | 4        | 3"x3"x1/4" SQ. CURVED WASHER, w/ 11/16" HOLE          | MACLEAN    | J113       | OVR-01070       |
| TR1  | 1        | 2,4/7.2KV DUAL VOLTAGE XFMR, KVA SIZE AS INDICATED    | -          | -          | -               |
| CN2  | AS REQ'D | #6 AWG SOLID BARE COPPER CONDUCTOR                    | SOUTHWIRE  | -          | WIR-00410       |
| AR1  | 1        | SURGE ARRESTOR, DISTRIBUTION CLASS, 9KV (FOR 12.47KV) | OHIO BRASS | 2172587214 | OVR-00030       |
| FC1  | 1        | CUTOFF, FUSE, 15 KV, 100 AMP, POLY                    | -          | -          | OVR-00001       |
| FL   | 1        | FUSE LINK (SEE FUSE TABLE)                            | S&C        | -          | FUS-00001-00160 |

#### NOTE:

1. SEE FUSE TABLE FOR TRANSFORMER FUSE RATING.

#### ELECTRICAL 1Ø OVERHEAD TRANSFORMER

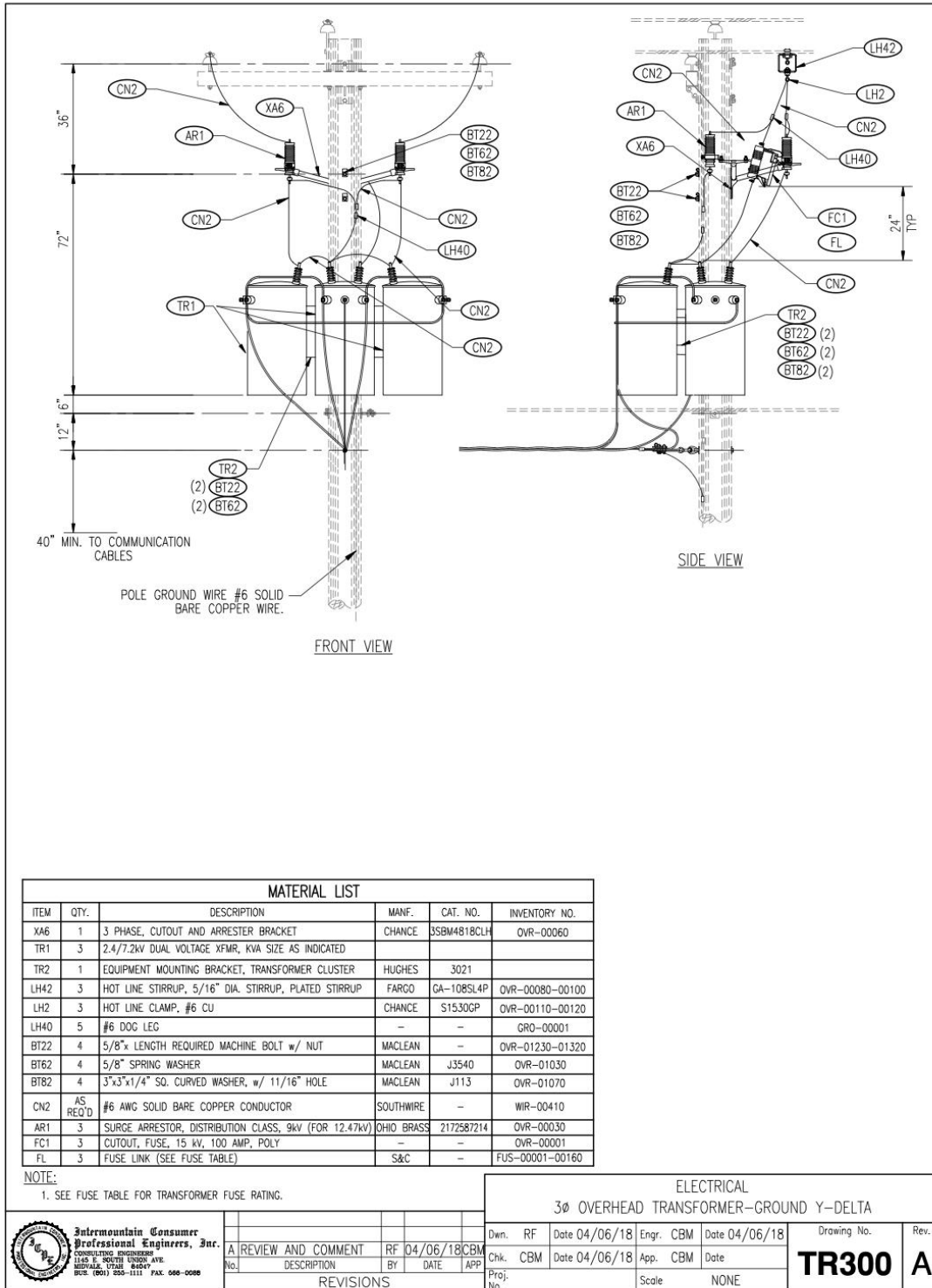


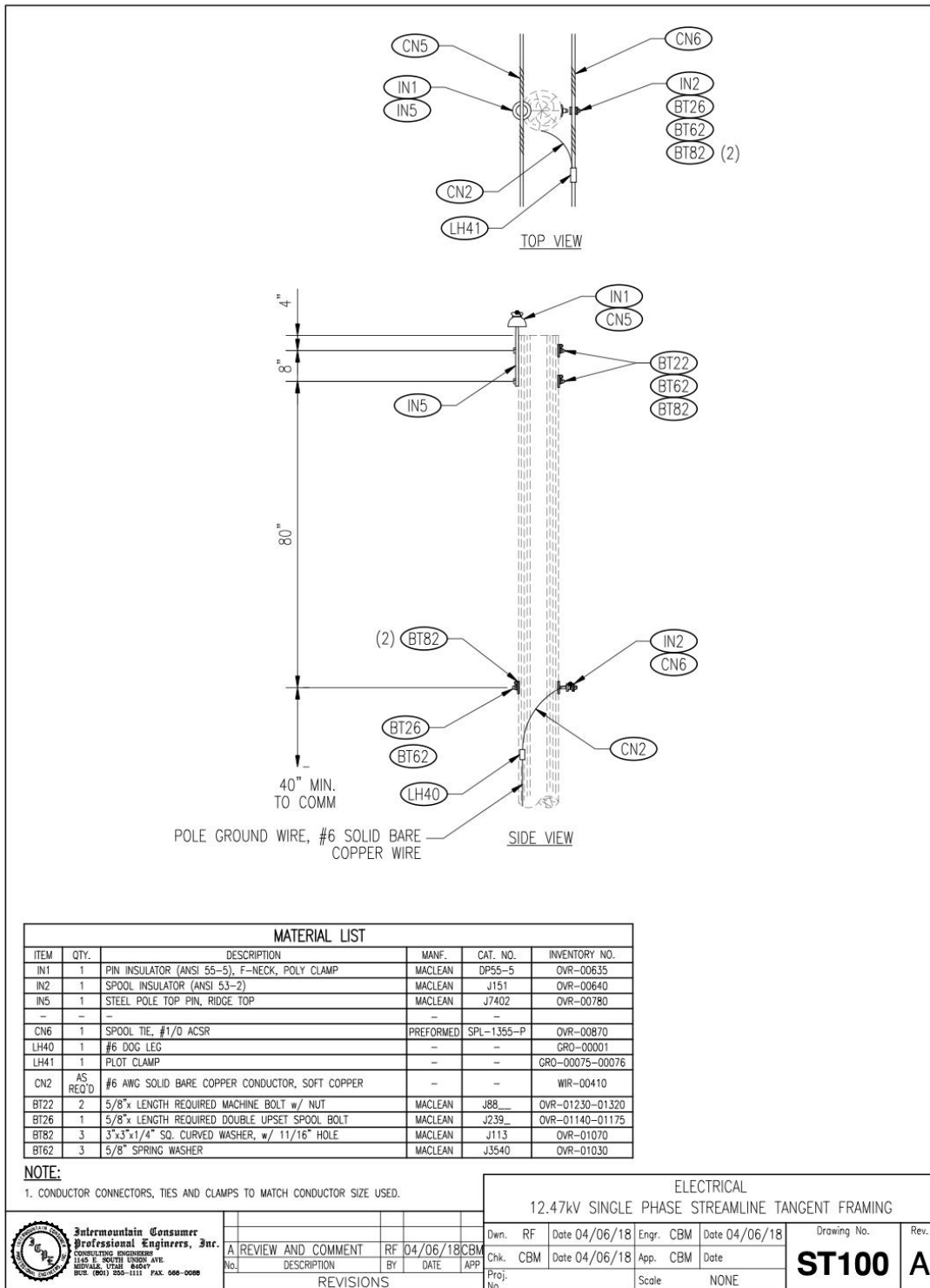
| NO. | DESCRIPTION | BY | DATE | APP |
|-----|-------------|----|------|-----|
|     |             |    |      |     |

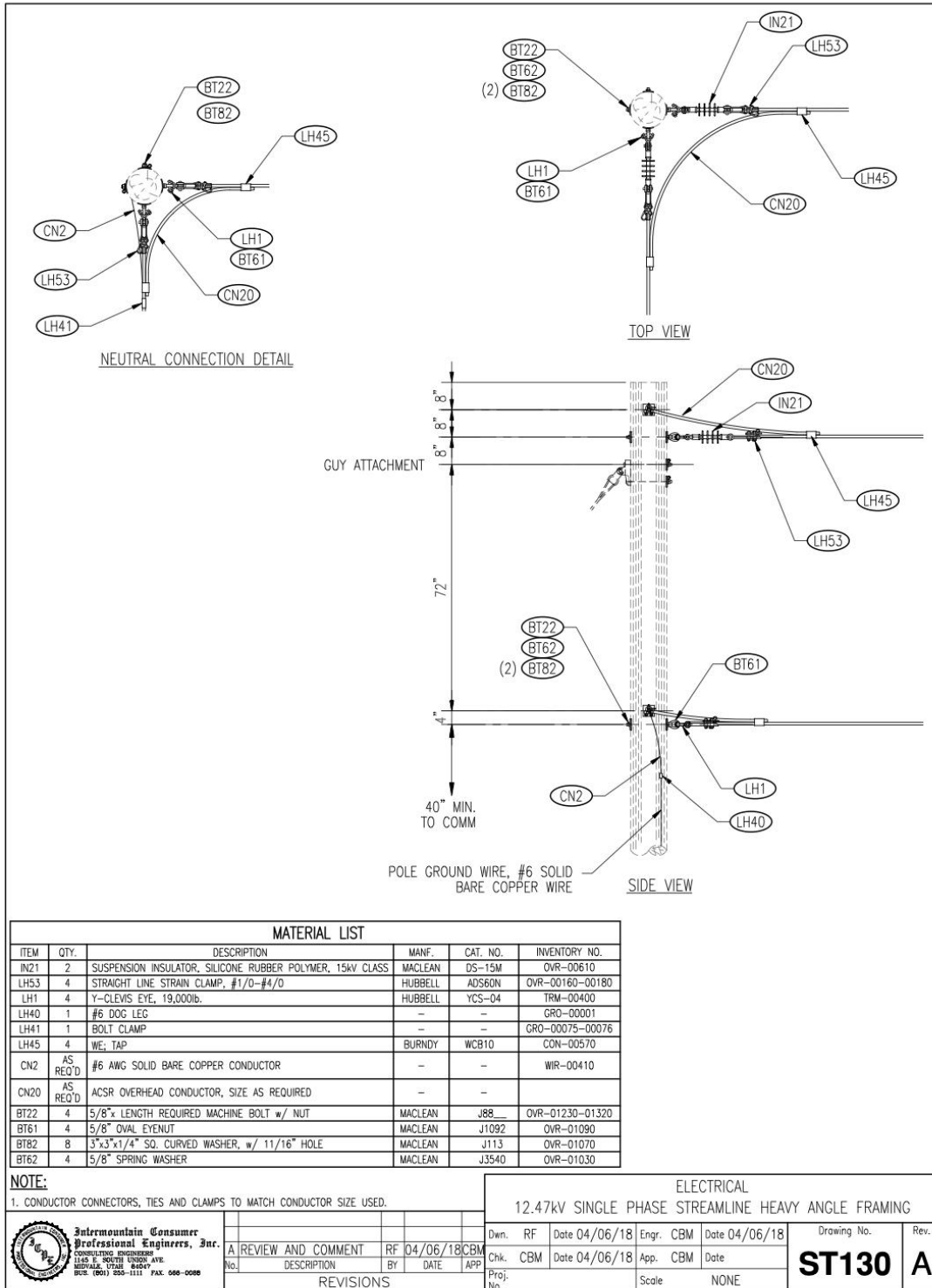
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|-------|-----|---------------|-------|------|---------------|
| Dwn.  | RF  | Date 04/06/18 | Engr. | CBM  | Date 04/06/18 |
| Chk.  | CBM | Date 04/06/18 | App.  | CBM  | Date          |
| Proj. | No. |               | Scale | NONE |               |

| Drawing No.  | Rev.     |
|--------------|----------|
| <b>TR100</b> | <b>A</b> |











## Appendix H - Annual Reporting Form for Attachments

*Due by June 1<sup>st</sup> each year.*

Licensee Name:

\_\_\_\_\_

Contact Name:

\_\_\_\_\_

Contact Phone Number:

\_\_\_\_\_ Contact

Email:

\_\_\_\_\_

Beginning date for report: \_\_\_\_\_ Ending dates for report: \_\_\_\_\_

Number of WCP Poles attached to \_\_\_\_\_

Address for each owned pole(s) that WCP is attached to: (List on a separate sheet of paper.)

Submit updated map? Y / N

If no, when will maps be made available?

Answer: \_\_\_\_\_ (Date available)

Tagging system complete? Y / N

If no, when will tagging be completed?

Answer: \_\_\_\_\_ (Date to be

completed.) Number of new Risers installed: \_\_\_\_\_. (On a separate sheet, list addresses.)

Number of non-functional attachments: \_\_\_\_\_. (On a separate sheet, list scheduled removal dates.)

Number of equipment removed from poles: \_\_\_\_\_. (On a separate sheet, list date(s) removed and addresses.)

Number of new O.H. Storage installed: \_\_\_\_\_. (On a separate sheet, list date(s) installed and

addresses.)

Number of O.H. Storage removed or transferred to UG Box: \_\_\_\_\_. (On a separate sheet, list date(s) and addresses.)

Number of new attachment applications/licenses completed: \_\_\_\_\_.

DRAFT