

Briefing Document

Description: Pole Attachment License Agreement

Presenter: Rick Hansen

Submitted By: Rick Hansen

Recommendation:

Recommend to the City Council to approve the Pole Attachment License Agreement

Background Information:

Currently the City does not have a pole attachment agreement with the two communications companies that serve within the City (TDS & Centurylink/Lumen). Furthermore, there are additional companies that have asked about our requirements to attach to the City poles.

The pole attachment license agreement establishes not only the rate for each attachment per year, but more importantly establishes the processes, requirements and specifications that must be met in order to attach to the system's poles. It outlines the required application process to follow for an attachment. Companies are required to do a full strength and clearance analysis for each attachment. It establishes general timing parameters for both the City and the applicant to comply with.

One challenge the department has had in the past is when lines are rebuilt and new poles are installed the companies have been slow to transfer their lines from the old poles to the new poles, which delays when we can remove the old poles. The agreement outlines the timeline the companies have to transfer their lines to the new poles.

The Pole Attachment License Agreement covers wireline attachments, overloading of existing lines, and small cell installations. The agreement is based on the American Public Power Association (APPA) pole attachment guide document and has been reviewed by the City Manager & Attorney. It should be noted that the small cell section is the same as we previously approved in April 2019, and has been incorporated into this document.

The attachment rates shown were developed by Utility Financial Solutions (UFS) based on our current pole counts and costs. The recommended rate is \$13.71/attachment/year. The current rate is \$6.00/attachment/year. It is unknown when or how the current rate was developed. Most likely it started when the City purchased the system in the late 1980's.

Fiscal Impact:

Provides a small income to the department (approximately \$10k/year)

Impacted Fund: Electric

Washington City Electric Department

Pole Attachment Study

MARK BEAUCHAMP

UTILITY FINANCIAL SOLUTIONS, LLC

FCC Pole Attachment Formula

- ▶ $\text{Fee} = (\text{Space Occupied by Attacher} / \text{Space Used for All Attachments})$
* Estimated Annual Pole Cost
- ▶ Space Occupied by Attacher = 1 foot
- ▶ Space Used for All Attachments: FCC identifies US average pole height of 37.5 feet, 13.5 feet available for attachers

Space Factor: Determination of Usable Space

- ▶ The FCC standards were applied to Washington's calculated data: Washington's average distribution pole height is 40.3 feet which ratios to 14.5 feet of usable space ($40.3\text{ft} * (13.5\text{ft}/37.5\text{ft})$)

Washington Utah	
Space Occupied by Attacher	1.0
Average Height of Pole	40.3
Usable Space	14.50

Determination of Washington's Investment in Poles

- ▶ The historical investment for poles was determined using the number and size of poles and the year the pole was placed in service
- ▶ Transmission and streetlight poles were excluded – 969 distribution poles applicable for attachment calculation
- ▶ Washington provided current cost to install a bare pole at various sizes

Pole Height (ft)	Average Pole Cost (\$)
30	\$1,626.05
35	\$1,926.73
40	\$2,233.96
45	\$2,634.36
50	\$3,146.03
55	\$3,549.12
60	\$4,034.22
65	\$4,429.23

Determination of Washington's Investment in Poles

- ▶ UFS assumed an average pole life of 35 years
- ▶ Handy Whitman index was used to identify the historical cost of poles and accumulated Depreciation
 - ▶ Recalculated Original Cost of Distribution Poles - \$984,748
 - ▶ Recalculated Accumulated Depreciation of Distribution Poles - \$417,553
 - ▶ Net Cost of Poles \$567,195
 - ▶ Cost of a bare pole = $969 \text{ distribution poles} / \$576.2\text{k NBV Poles} = \440.65

Pole Attachments

- ▶ Determination of pole attachment rate requires the identification of cost attributed to poles using the following five cost components:
 - ▶ Return on capital investment for poles (5.38%)
 - ▶ Depreciation expense on bare pole (based on 35 years: 4.34%)
 - ▶ Maintenance expense attributed to poles (from COS pole maintenance expense / NBV poles, lines, conductors, services 27.2%)
 - ▶ Administration and General allocated to poles (from COS Total Admin Expenses/Plant NBV 7.34%)
 - ▶ Taxes (PILOT) – 0.82%
 - ▶ Total Adders: $5.38\% + 4.34\% + 27.2\% + 7.37\% + 0.82\% = 45.11\%$
 - ▶ Fee per Foot = $\$440.65 * (1 + 45.11\%) / 14.5 \text{ feet} = \$13.71/\text{ft}$
 - ▶ Current Rate = \$6.00 (128.4% variance from calculated cost)

FCC Regulation

- ▶ FCC formula creates a subsidy to the telecommunication provider. The 2011; FCC formula rate and the subsequent 2015 FCC methodology was passed with the intent to reduce broadband rates and expand broadband deployment. Municipals are not governed by FCC rulings

Municipal Exemption

- The term "utility" means any person who is a local exchange carrier or an electric, gas, water, steam, or other public utility, and who owns or controls poles, ducts, conduits, or rights-of-way used, in whole or in part, for any wire communications. Such term does not include...any person owned by...any State."
- "The term "State" means any State . . . or any political subdivision, agency, or instrumentality thereof."

47 U.S.C. §§ 224(a)(1), (a)(3).



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 basis, 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 or change to a current 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.
- 1.25. Service Area:** This agreement applies to poles and City Facilities served by Washington City Power. It does not apply to poles and facilities owned and operated by other entities located within Washington City boundaries.

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. Note attachment of communications lines or equipment to City owned transmission poles and structures is not allowed.
- 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 Appendices D and G 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 March 1st of each year. The initial annual rental period shall commence upon the execution of this Agreement and conclude on March 1st of the next year, and each subsequent annual rental period shall commence on the following March 1st and conclude on March 1st 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.** Licensee will be responsible for payment to the City or its contractors perform to accommodate the Licensees Communication Facilities. 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 Appendices D and F 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, unused and/or is 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.

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 Overlapping.** As set out in Paragraph 2.10, Permits are required for any Overlapping 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 Overlapping.
- 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 sixty (60) days of receipt. For Permit Applications seeking Attachments to 25 or more Poles, City may require additional time to review and may incur additional costs for the review. The City reserves the rights to have a third party review applications. All costs associated with a third party review will be paid by the Licensee. 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 thirty (30) 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 or supply chain issues, 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 3.6 and trued up in accordance with Paragraph 3.7.

- 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 the City for such work on an annual basis. Authorization to use a qualified contractor will be at the City's sole discretion.
- 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 Appendices D and 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, require Licensee to perform such transfer at Licensee's expense within ninety (90) calendar days after receiving notice from City. If Licensee fails to transfer its Facilities within ninety (90) 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 3.6. 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 Appendices D and 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 the 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 the 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.
- 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 10.2 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 avoid penalty fees and removal, Licensee 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 H:

- 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 the 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 3.8, 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 the 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 the 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 23.
- 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. 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 pole 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 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 the 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.

IN 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: 03/27/2024

1. Annual Pole Attachment Fee:

\$13.71 per attachment/per year.

2. Non-Recurring Fees:

Permit Application Fee	\$200.00 Per Pole Attachment Permit Application
Up to 20 Poles	For applications with more than 20 poles, 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	\$50.00 One-time fee at installation included on Pole Attachment Permit fee application
Over Head Wire Storage on Pole Fee	\$50.00 Per bundle per year

3. Unauthorized Attachment Penalty Fee: 5x the annual attachment fee, calculated and assessed per each occurrence. For example, calculated as follows: 5 x \$13.71 = \$68.55.

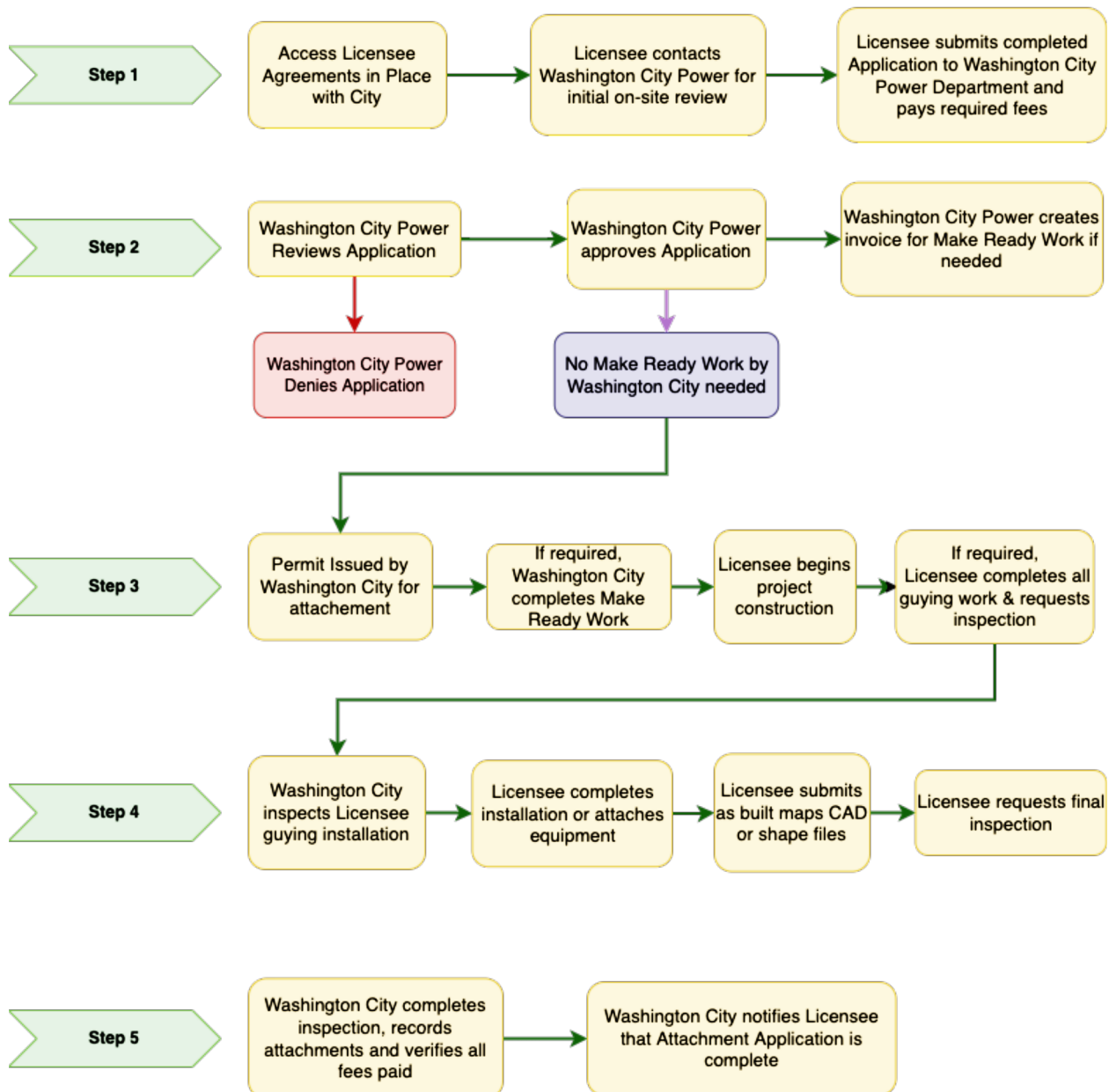
4. Failure to Timely Transfer, Abandon, or Remove Facilities Penalty: An amount equal to 1/5 of the annual attachment fee per day, per pole, for the first 30 days; after the initial 30 days the penalty shall be an amount equal to the annual attachment fee per day, per pole.

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 when overlash 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 supported on WCP's Poles without having first entered into a binding Pole Attachment Licensing Agreement with WCP. Third parties seeking to overlash 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 E, installation plans, recommendations on Make-Ready Work, and a pole-loading and clearance 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 and clearance 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 WCPPole(s)

Fee required.

Permit No. _____

Superseded Permit No. _____

Number of Poles on this permit _____

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



General Description of proposed Installation(s)/Removal(s):

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 detailed documentation and drawings as required by Appendix E of the Agreement. If applicable, the engineer's name, state registration number, and phone number are:

Name _____

Phone _____



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: \$ _____

Paid: ☐ Yes ☐ No

APPROVED:

Washington City Power Department

By _____

Title _____

Date _____

Date _____



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 the 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 with 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 Appendix F). 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 the 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.
- 6.3. Drawings Provided are typical. Any questions or variations are to be approved by WCP in writing.

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).¹ Absent a judicial stay, Washington City (the “City”) should publish design standards within 180 days of the R&O’s publication,² 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.³

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 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 Power (WCP)

¹ 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.

² *Id* at ¶ 89, p. 46.

³ *Id* at ¶ 86, p. 45.

- 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

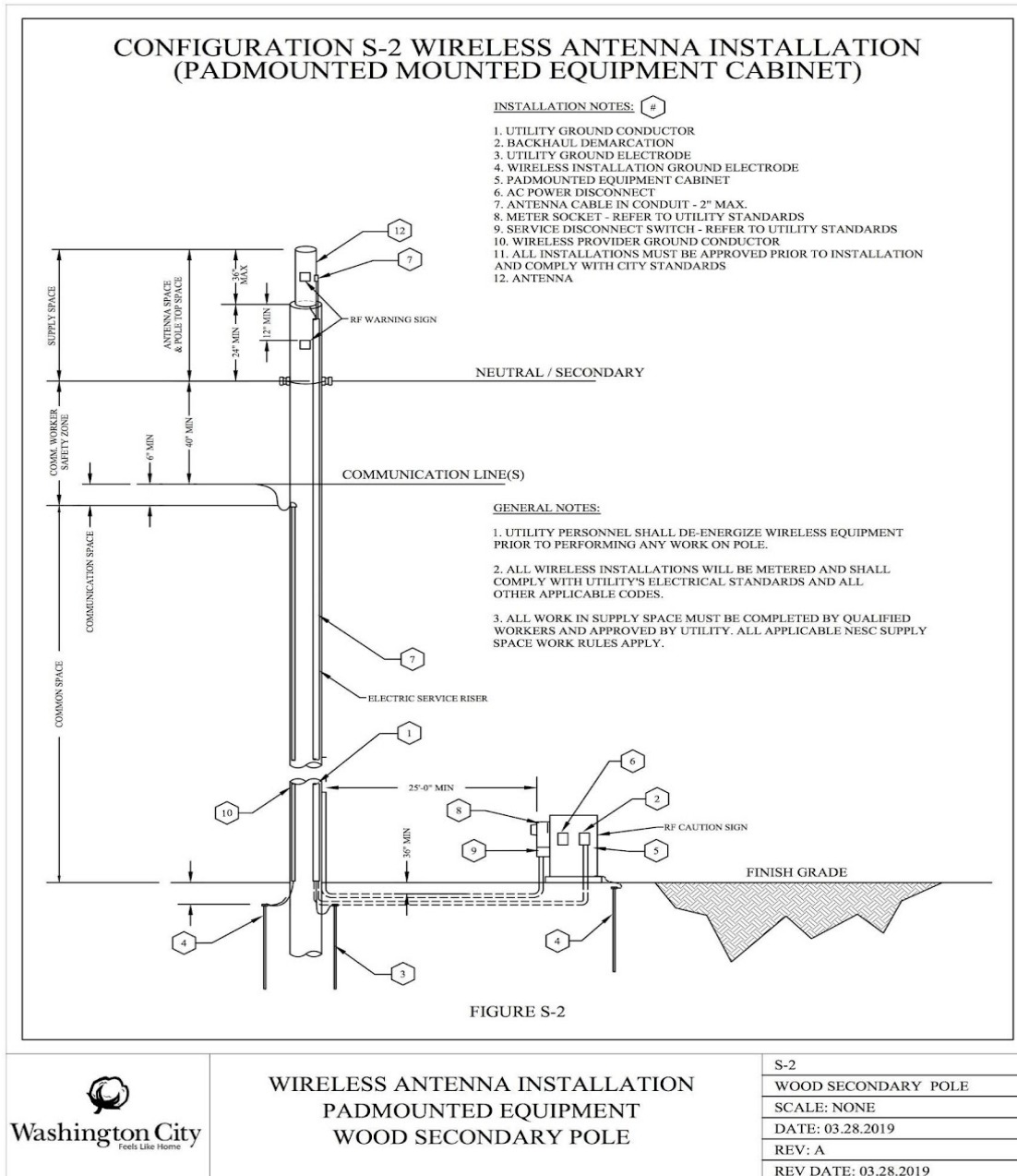
2.2. General Requirements:

- 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 prefer 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 (2nd) 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 must obtain a permit and 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 D.3).
- 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 WCP. 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

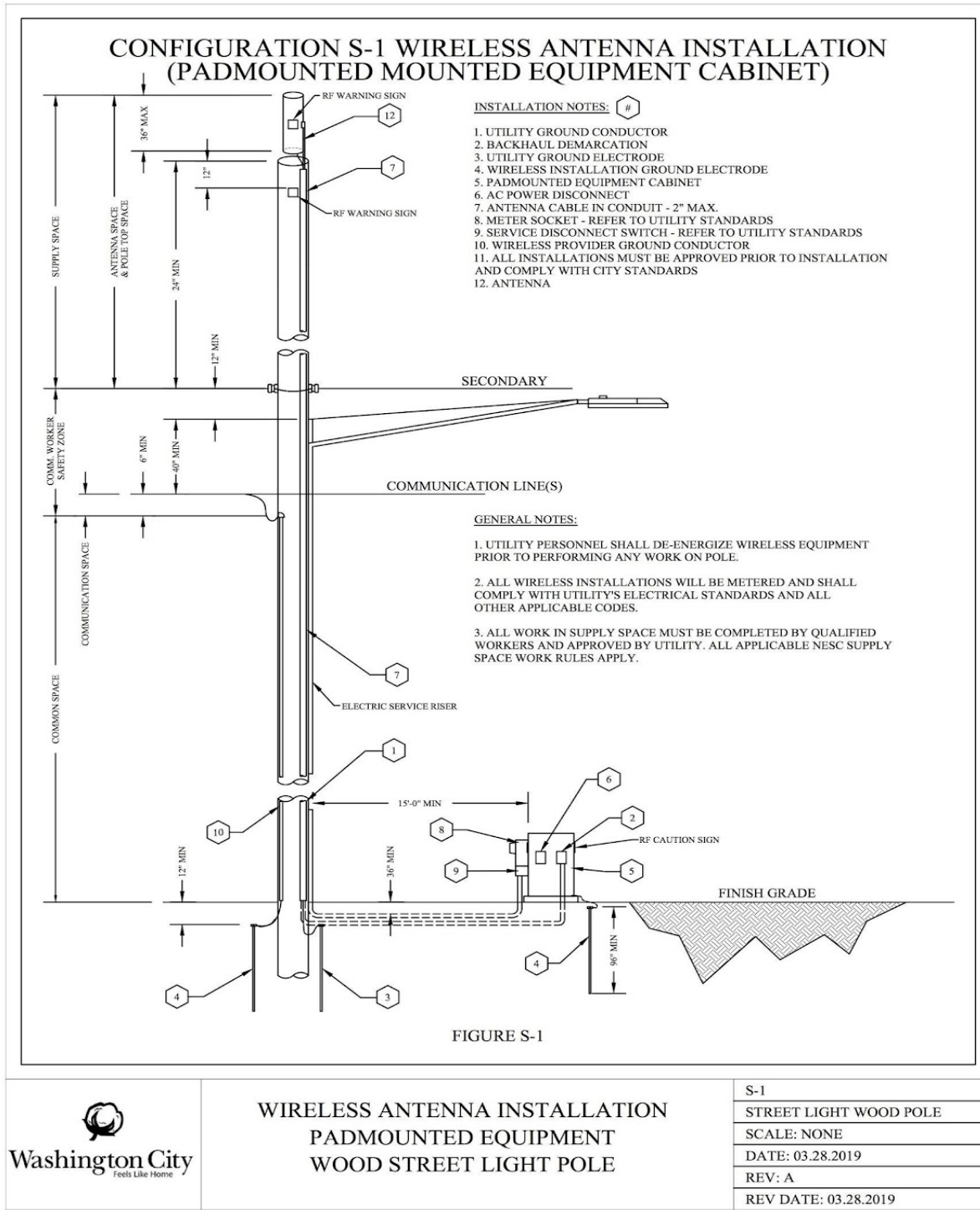
- 3.4.1. 38" H x 16" W x 12" D maximum for pole-mounted equipment shroud.
- 3.4.2. All hardware attachments shall be hidden to the maximum extent possible.
- 3.4.3. Up to two equipment shrouds, containing all required small cell equipment, shall be installed per pole. Except, one additional equipment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

3.5. **Cantenna**

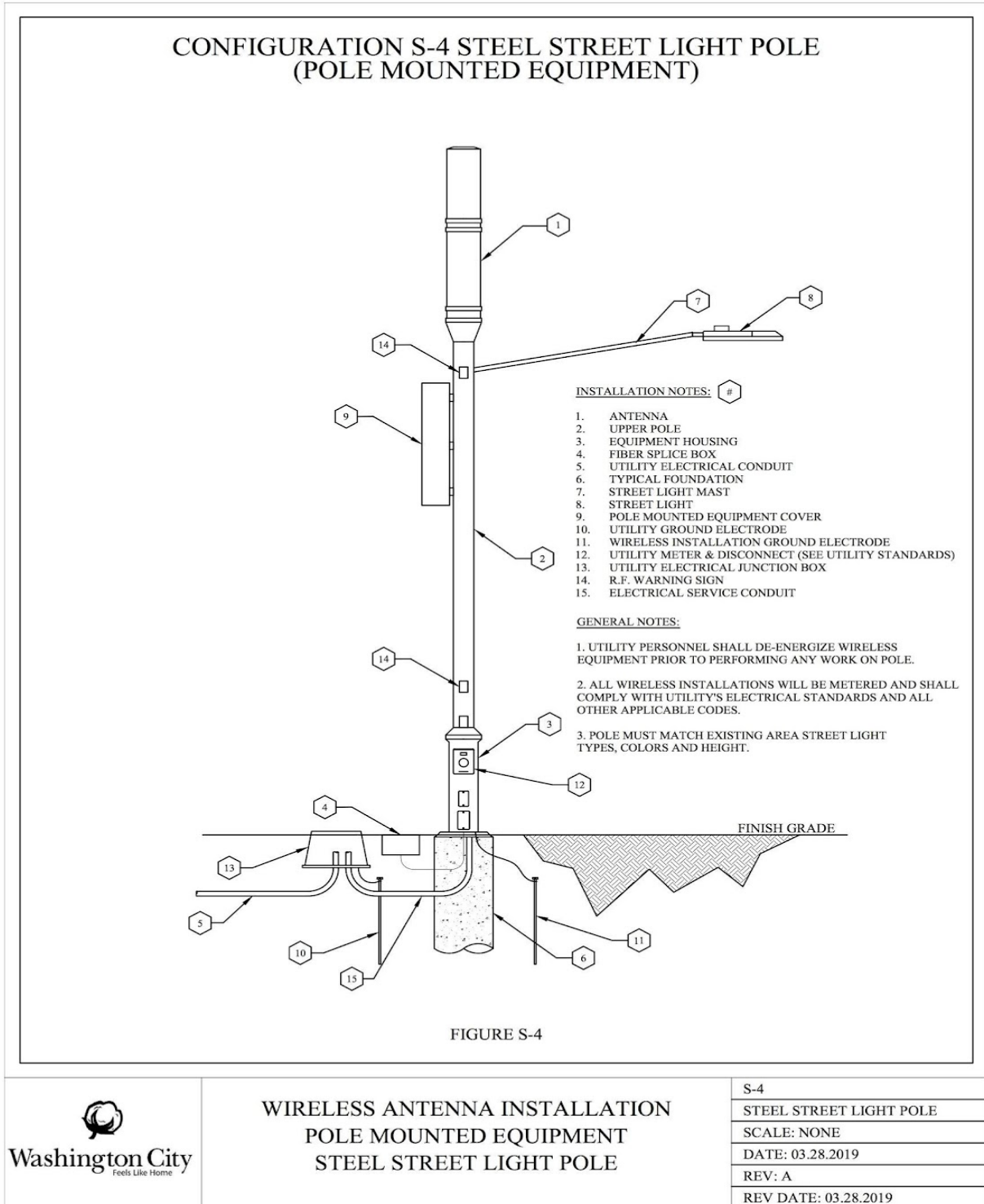
- 3.5.1. If a cantenna is located on top of the pole the outer diameter shall be 14" maximum and the cantenna shall be no more than 3 feet tall, including antenna, radio head, mounting bracket, and all other hardware necessary for a complete installation.
- 3.5.2. If the cantenna is mounted to the side 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

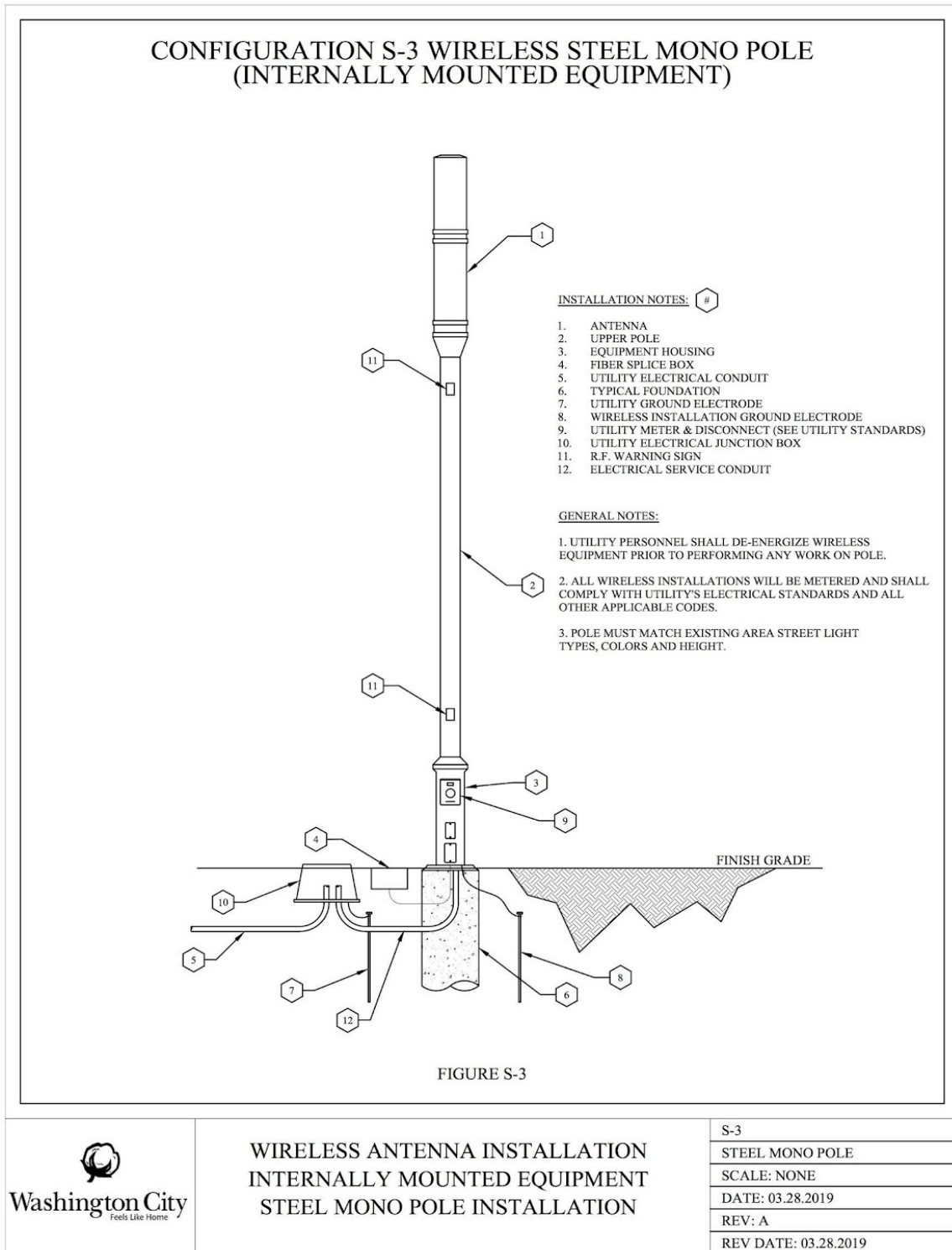


- 4.3. General Requirements
 - 4.3.1. The same small cell pole aesthetic is to be used to match existing street lights in the area and maintain a cohesive appearance. The provider shall perform a visual inspection (online street images are acceptable) prior to submitting a permitting application to determine 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 WCP. 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 D.3).
 - 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 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.
- 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 WCP. 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 D.3).
- 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.

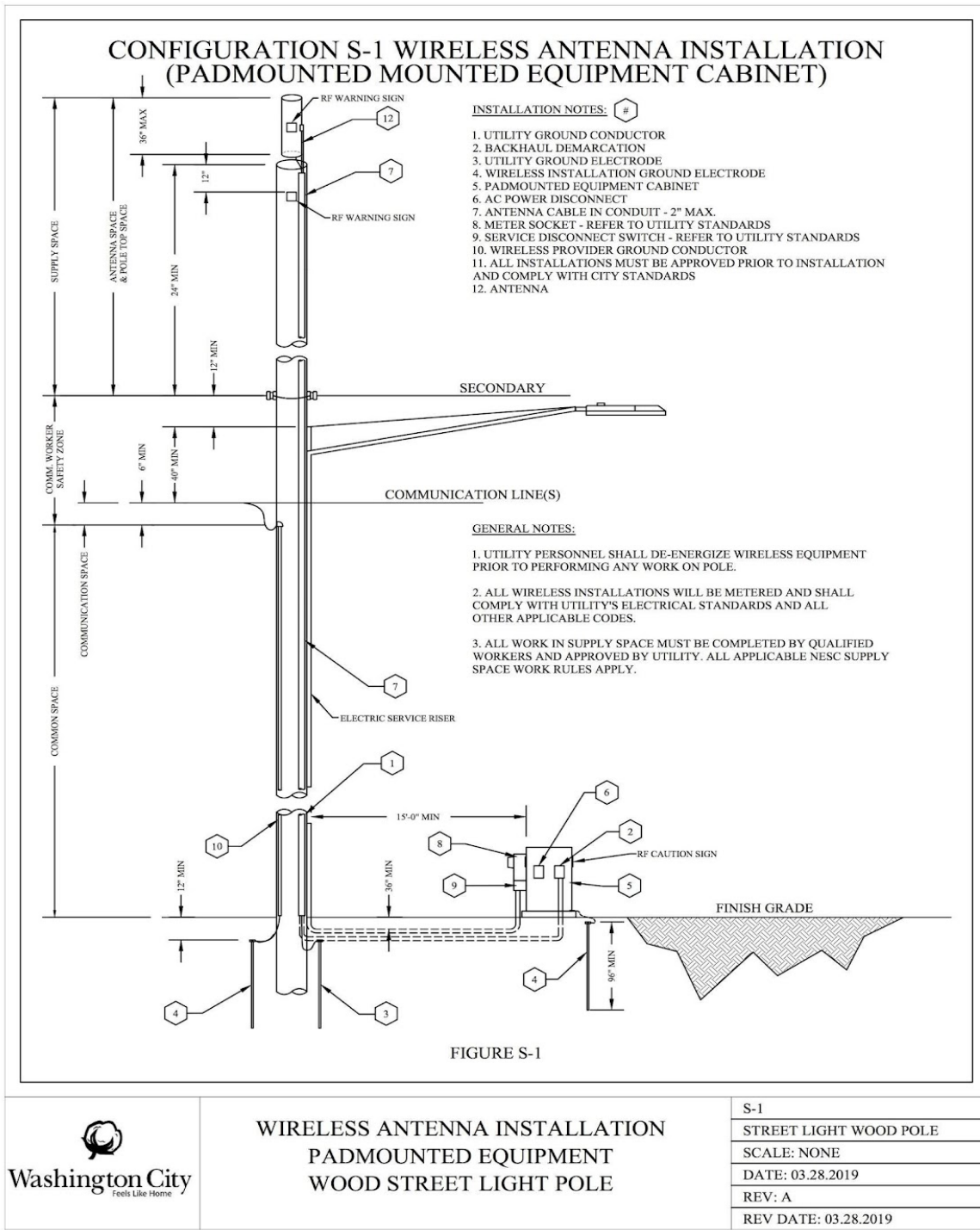
5.4. Equipment Shroud

- 5.4.1. 16 inches (preferred), 20 inches maximum diameter. Maximum height of the 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.

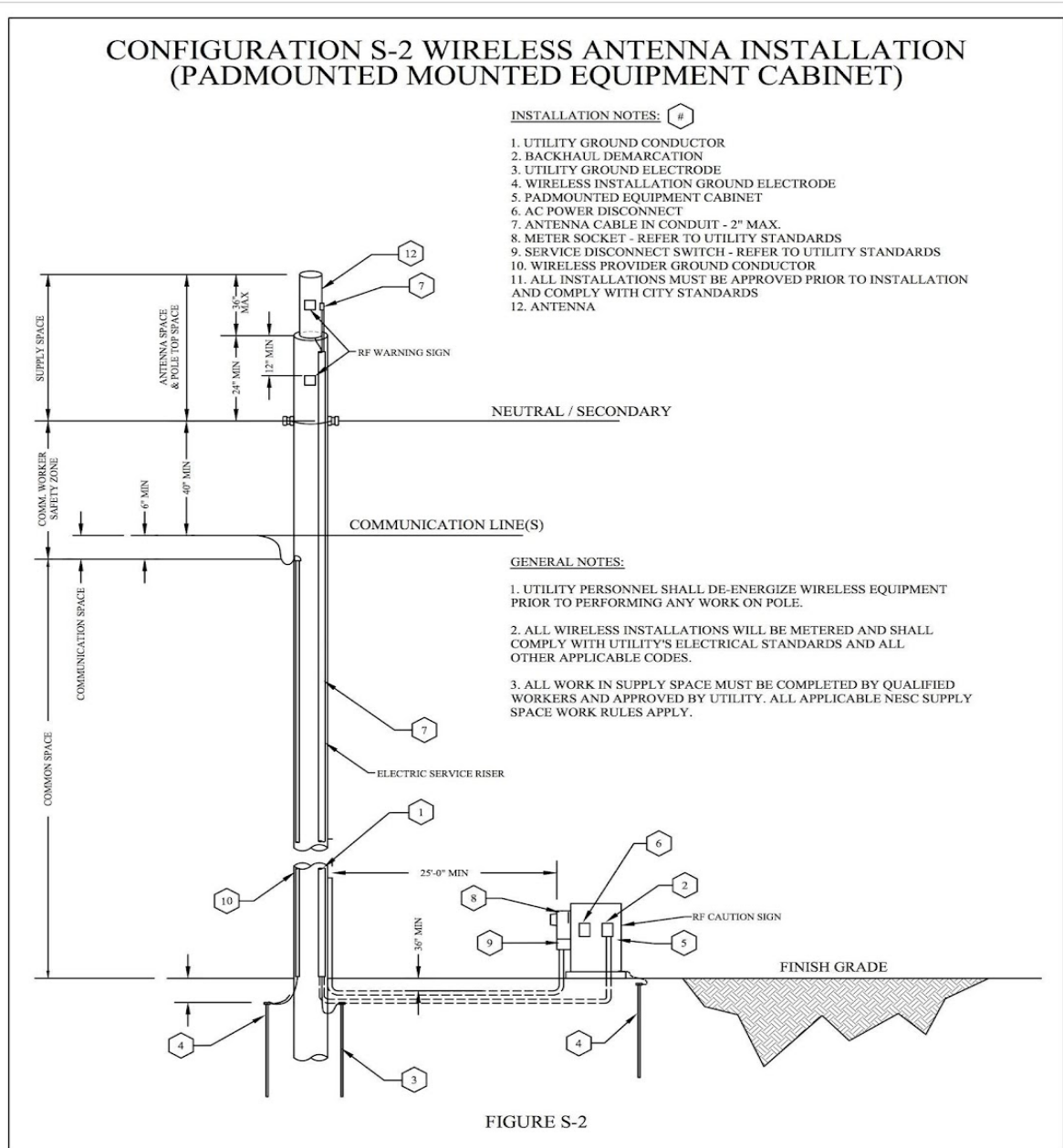
- 5.5. Cantenna
 - 5.5.1. The antenna and antenna pole attachment shall be shrouded to meet City's aesthetics. A tapered transition between the upper pole and cantenna shall be included.
 - 5.5.2. 14-inch maximum outer diameter x 3'-0" maximum length. Antenna shroud shall be colored to match pole.
- 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

[S1.pdf](#)



[S2.pdf](#)



[S3.pdf](#)

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

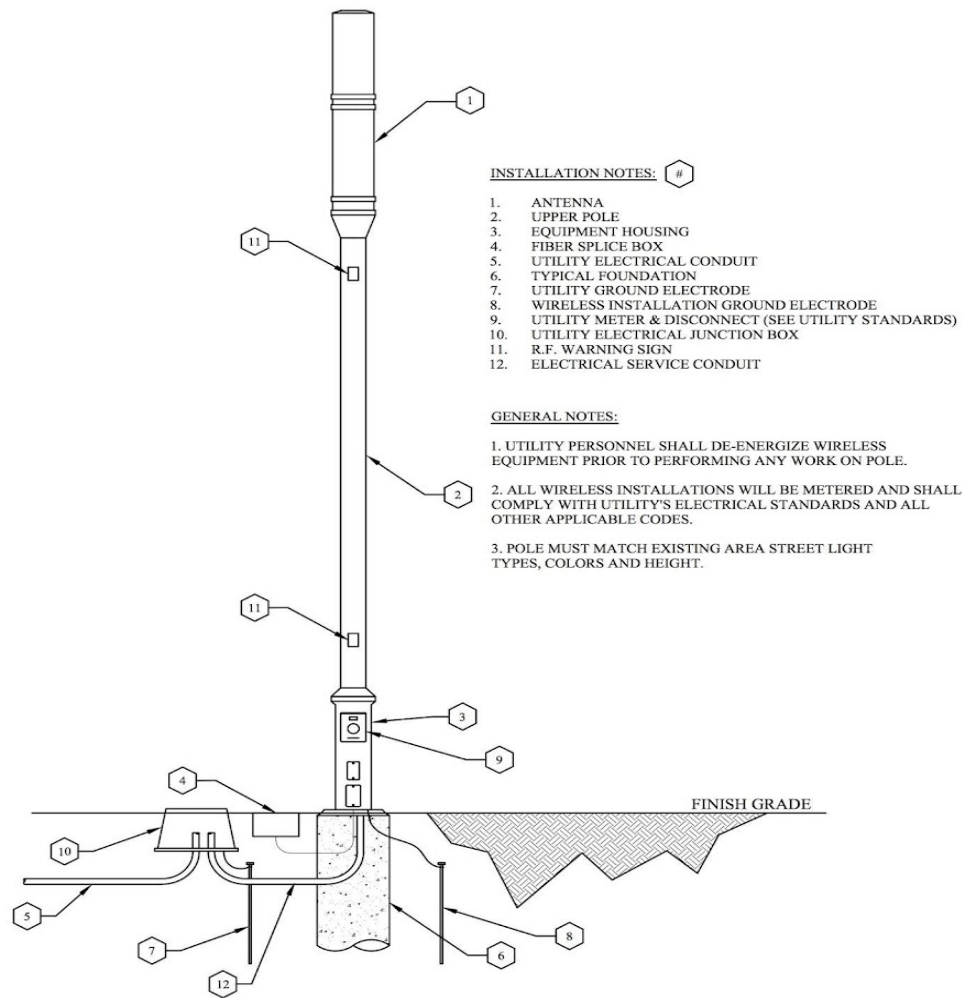


FIGURE S-3

[S4.pdf](#)

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

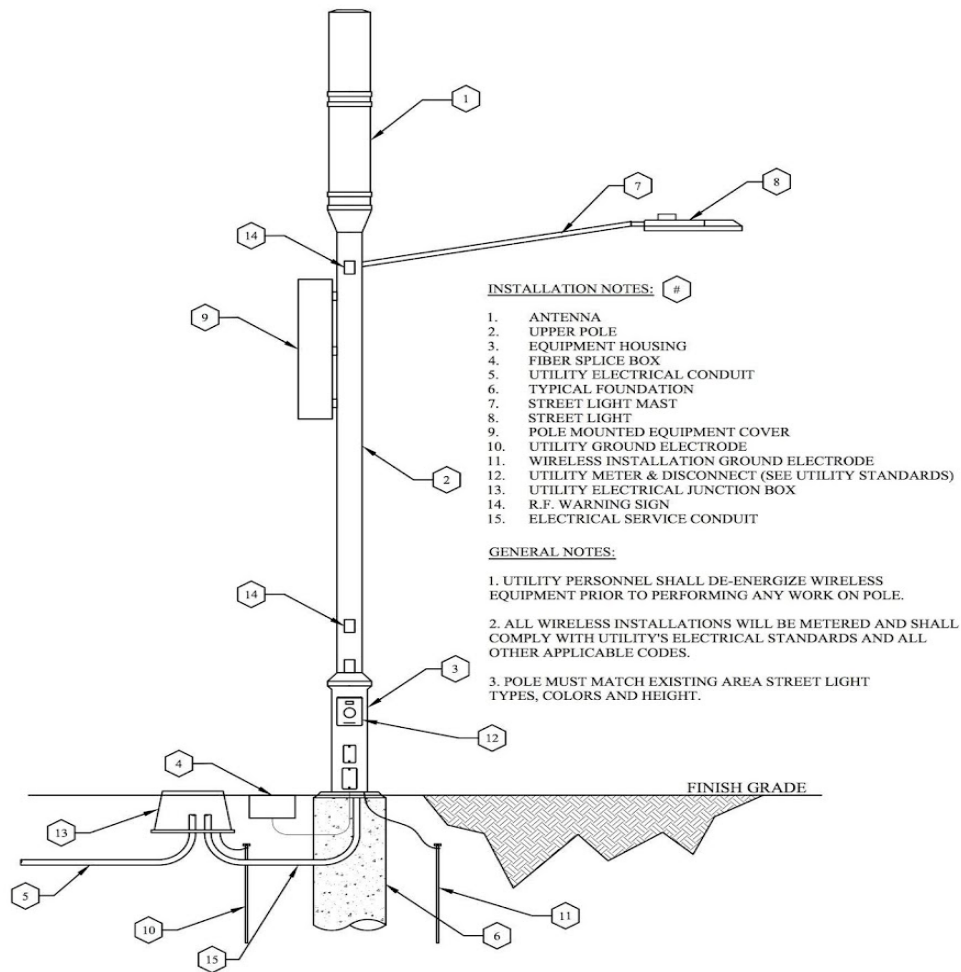


FIGURE S-4

[S5.pdf](#)

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

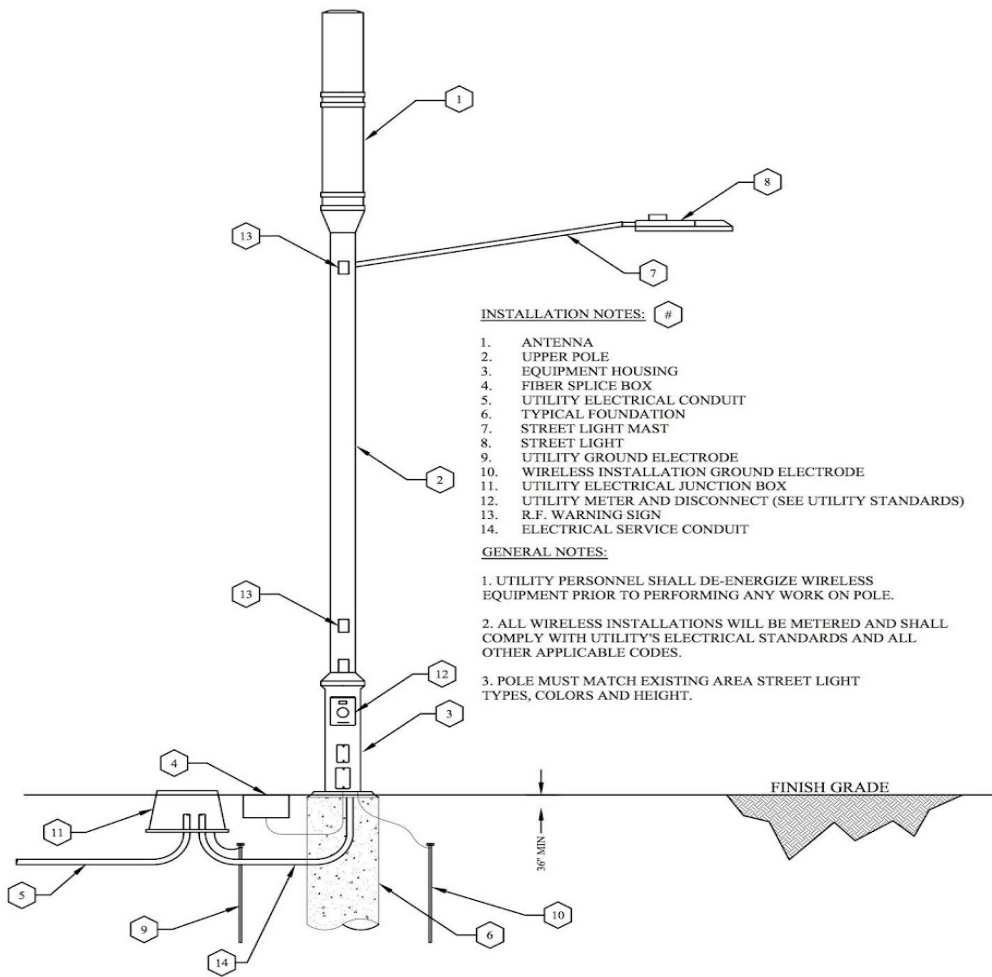
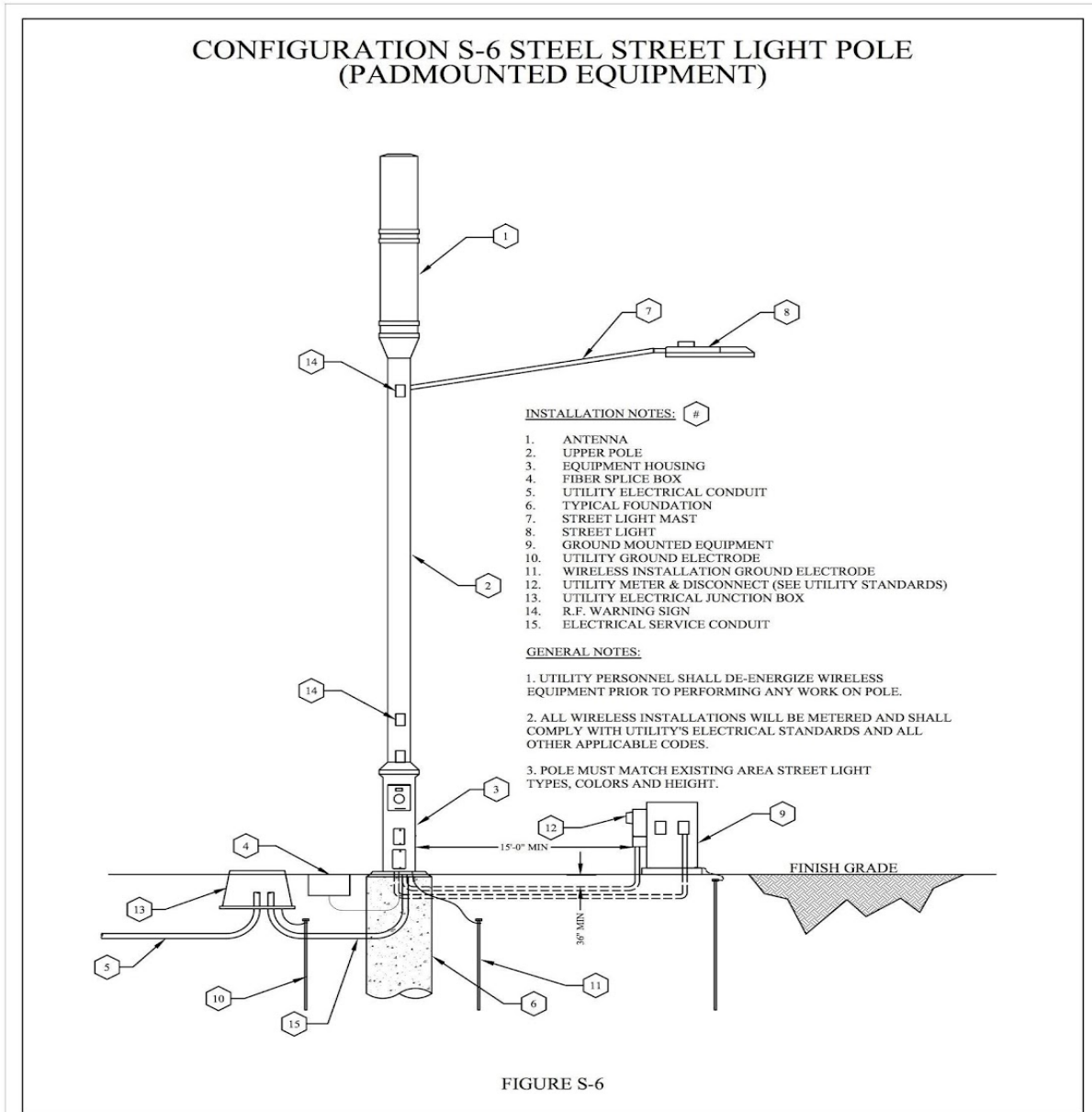


FIGURE S-5

[S6.pdf](#)



 Washington City Feels Like Home	WIRELESS ANTENNA INSTALLATION PADMOUNTED EQUIPMENT STEEL STREET LIGHT POLE	S-6
		STEEL STREET LIGHT POLE
		SCALE: NONE
		DATE: 03.28.2019
		REV: A
		REV DATE: 03.28.2019



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 address pole strength, with clearances (to ground, buildings, etc.) to verify compliances with all NESC requirements.
- 1.6. 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.
- 1.7. Attachments without proper analysis and approval shall be promptly removed.
- 1.8. Suitable Poles for Antennas
 - 1.8.1. 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.
 - 1.8.2. All antenna installations may be made on poles that are located within 15' of a bucket truck accessible paved road.
 - 1.8.3. Light Poles shall be approved on a case by case basis.
 - 1.8.4. Street light supports shall be approved on a case by case basis.
- 1.9. Attachment of communications lines or equipment to City owned transmission poles and structures is not allowed.

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 licensed 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 and Appendix D.3.

The applicant shall provide the following information to be submitted at the time of the Permit application. The applicant shall have performed all required calculations. 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 calculation. If pole date is not available.
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. Licensee 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 City's Underground Construction Standard 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. Additional information may be required for complete analysis.
(Note: Other formats containing the same information is allowable)

**Project ID**

Pole number _____

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

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

Pole type _____ [Southern Yellow Pine,
Douglas Fir...]

Pole ahead span _____ [Feet]

Pole ahead 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: Pole Configuration Information**Power phase conductor _____ quantity of _____
AWG/MCM _____ ACSR @ _____ feet above ground linePower neutral condition _____ quantity of _____
AWG/MCM _____ ACSR @ _____ feet above
ground linePower secondary 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

Communication Cables _____ qty of _____ dia @ _____ ft above ground line

Communication Service #1 _____ qty of _____ size @ _____ ft above ground line

Communication Service #2 _____ qty of _____ size @ _____ ft above ground line



CATV 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

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

Proposed: Pole Configuration Information

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 (with required OLCF's):
_____ [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 the 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]

Appendix F – Field Drawing and Data Summary Sheet Instructions

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

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.

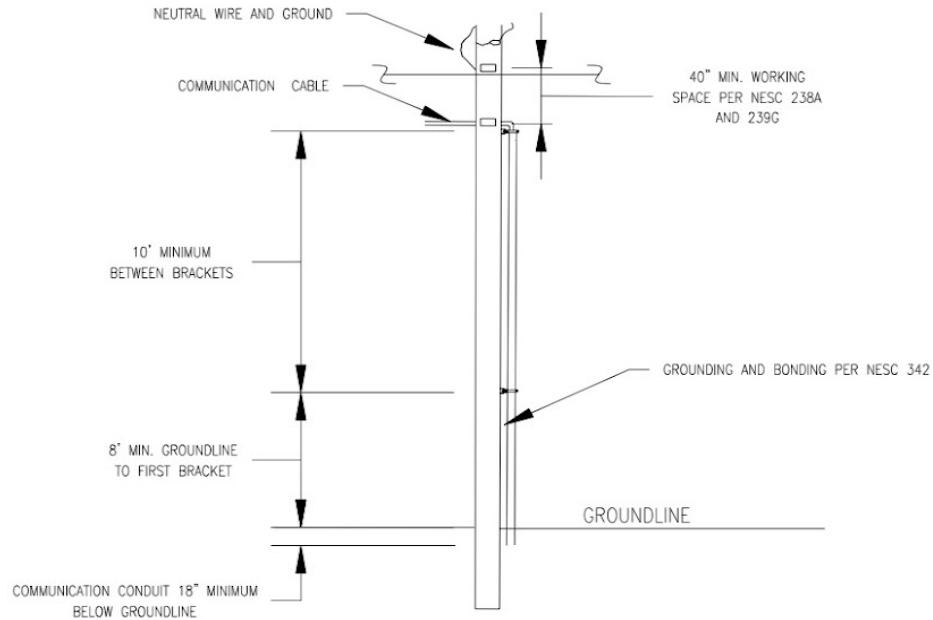
Joint attachment tags can be ordered custom etched with company ID or a Dremel tool can be used on tag for etching. Use black tags with white lettering, 4" x 3".

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

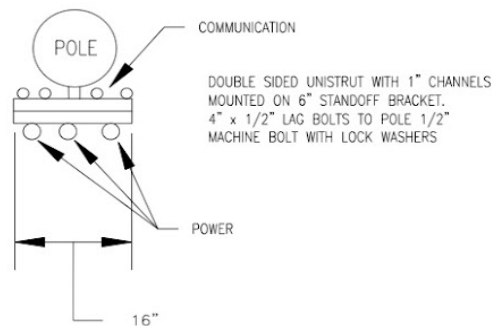
*Appendix G – Washington City
Typical Joint Use & Pole Top Assembly Drawings*

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:

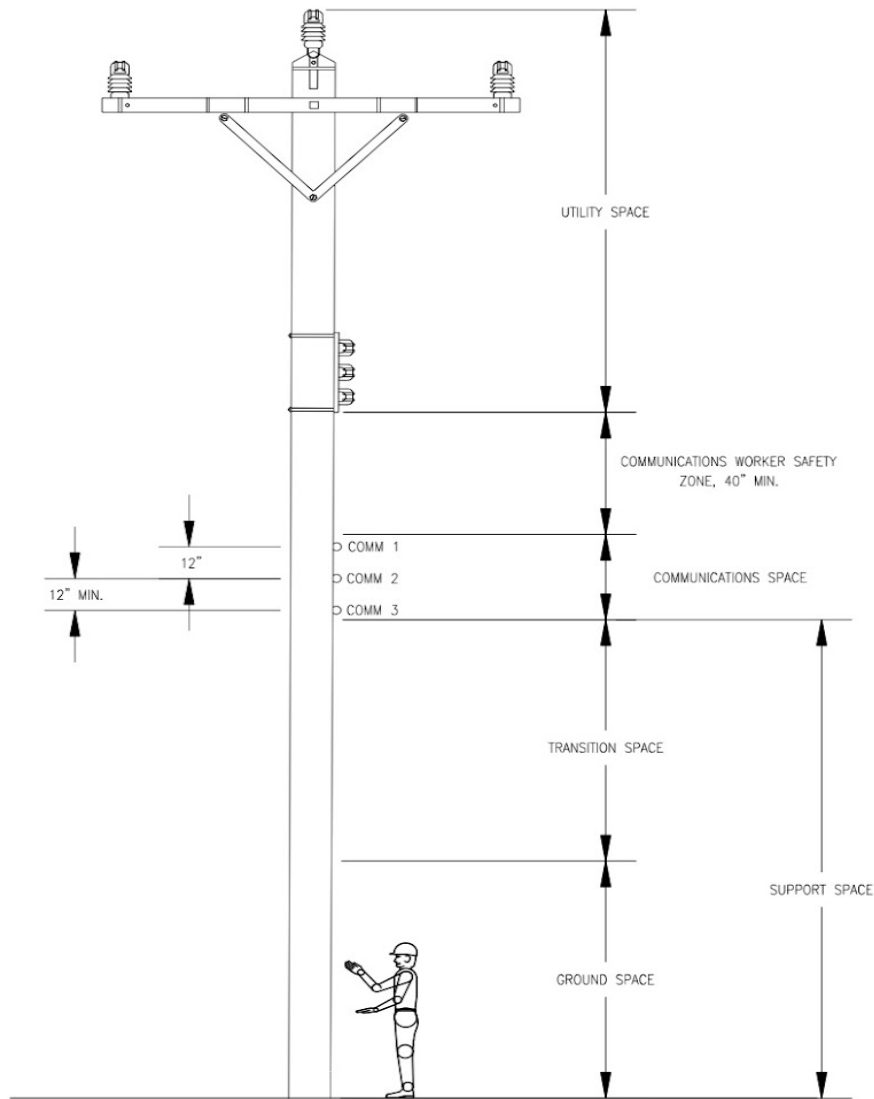
1. ATTACHMENT CONDUIT MUST BE NO LARGER THAN TWO INCHES (2") UNLESS THE MAXIMUM FILL PER THE LATEST VERSION OF THE NEC IS EXCEEDED BY THE CABLE TO BE INSTALLED AT THE TIME OF CONSTRUCTION.
2. A MAXIMUM OF SIX RISERS AND ONE BRACKET SHALL BE ALLOWED ON ANY RISER POLE.
3. THE COMMUNICATIONS PROVIDER SHALL 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.

A	UPDATE	07/01/22
NO.	REVISION	DATE

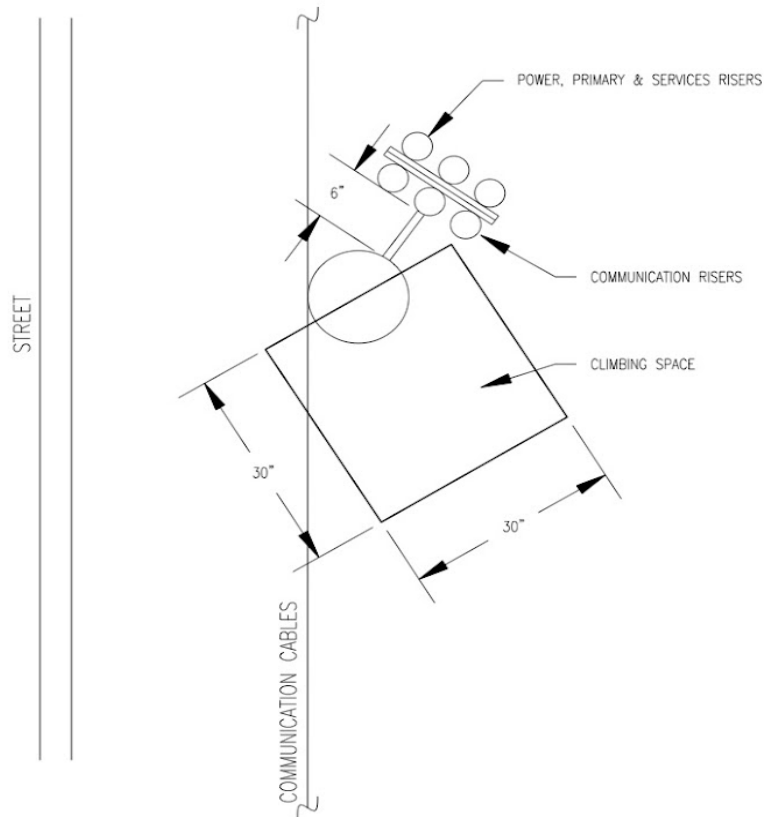


ICPE
 CONSULTING ENGINEERS
 1145 E. South Union Ave.
 Midvale, Utah 84047
 (801) 555-1111
 (801) 555-0088

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



			THE CITY OF WASHINGTON, UTAH		
			CONSTRUCTION STANDARDS		
			UTILITY TYPICAL JOINT USE POLE SPACING CONFIGURATION		
A	UPDATE	07/01/22	SCALE	DATE PLOTTED	DWG BY: ON
NO.	REVISION	DATE	NTS	06/01/2022	JU110
 ICPE CONSULTING ENGINEERS 1145 E. South Union Ave. Midvale, Utah 84047 (801) 222-1111 (801) 222-0333					

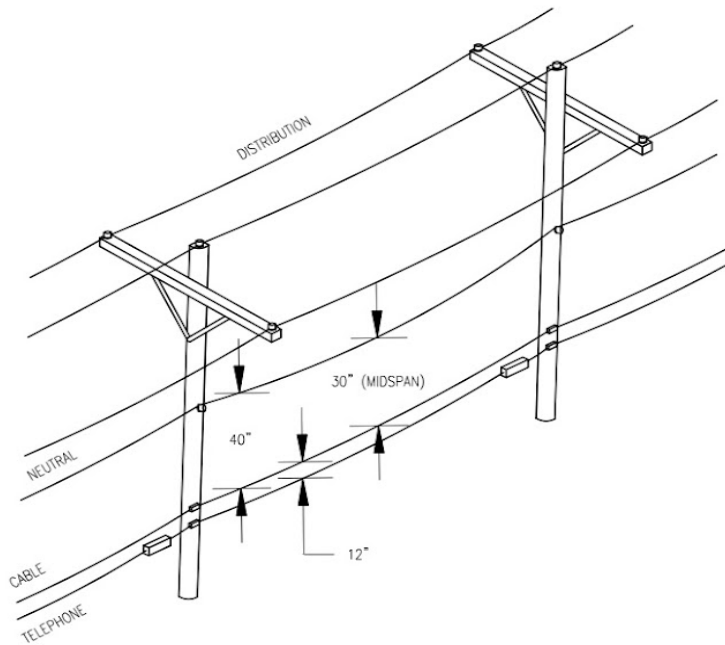


NOTES:

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.

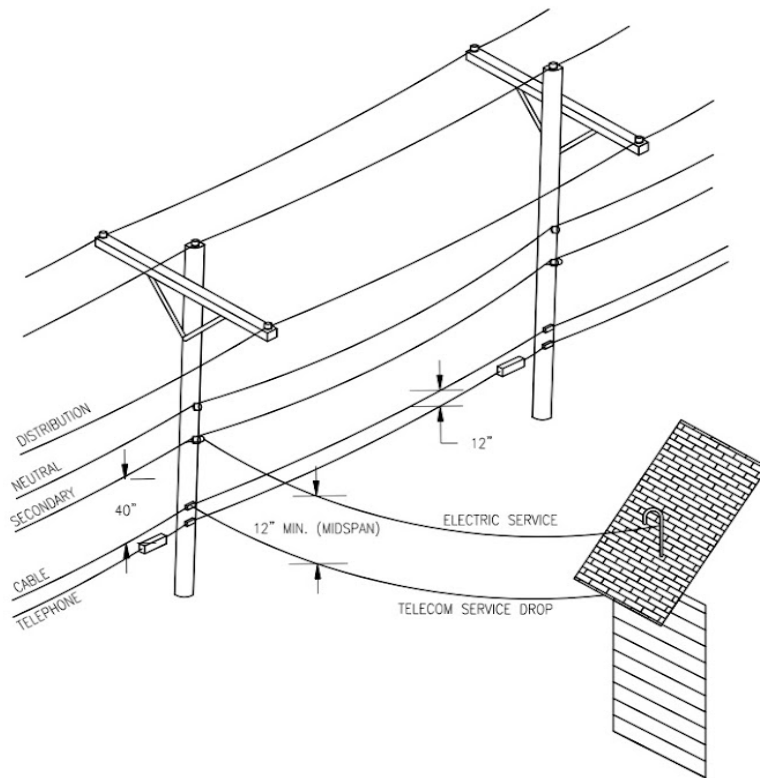
			THE CITY OF		
			WASHINGTON, UTAH		
			CONSTRUCTION STANDARDS		
			COMMUNICATIONS RISER REQUIRED CLIMBING SPACE		
SCALE		DATE PLOTTED	DWG BY: ON		
NTS		06/01/2022	JU120		


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 CONSULTING ENGINEERS
 1145 E. South Union Ave.
 Midvale, Utah 84045
 (801) 555-1111
 (801) 555-0088



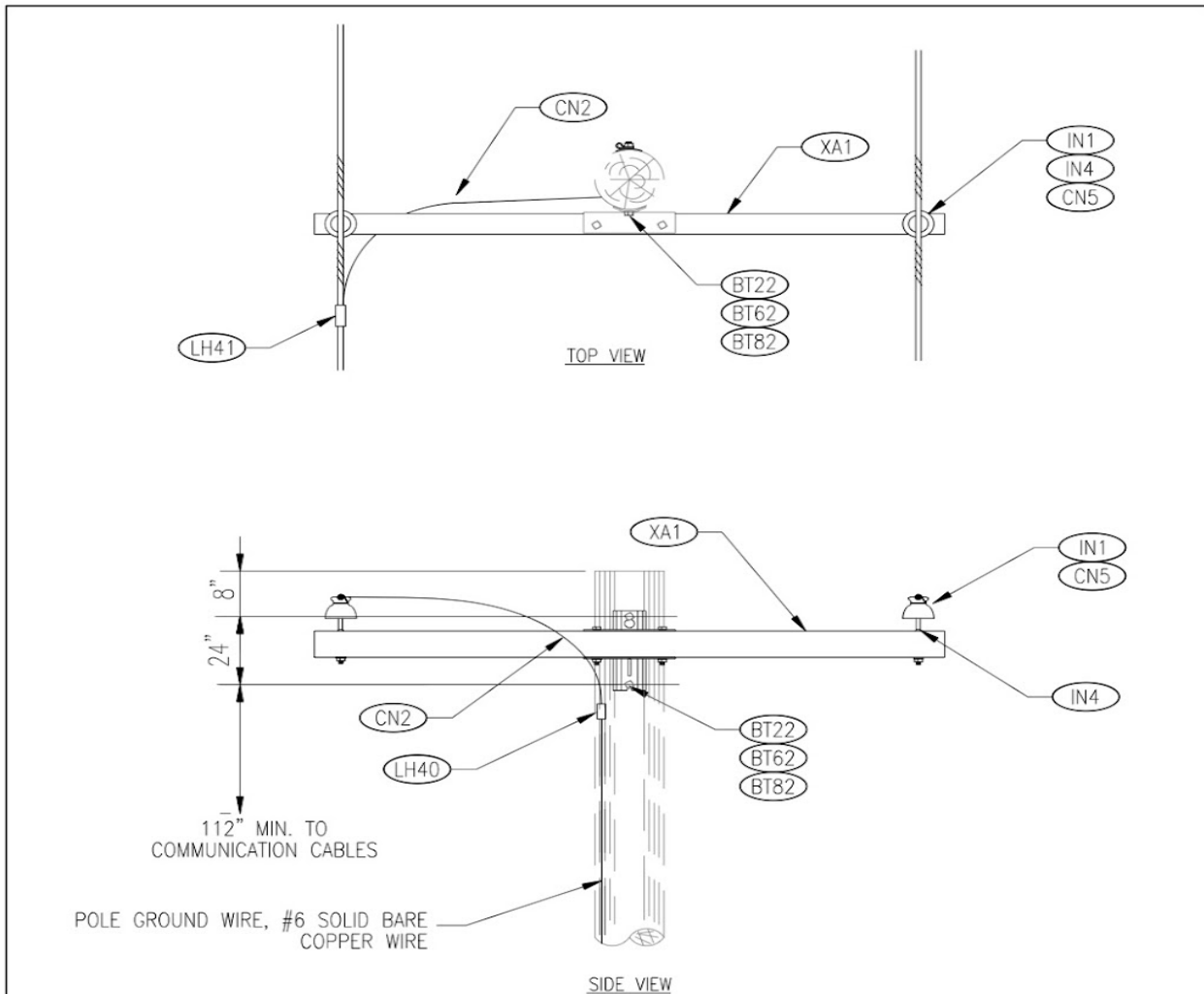
			THE CITY OF		
			WASHINGTON, UTAH		
			CONSTRUCTION STANDARDS		
			MINIMUM CLEARANCES AT		
			POLE ATTACHMENT & MIDSPAN		
SCALE		DATE PLOTTED		DWG BY: ON	
NTS		06/01/2022		JU130	

MIDSPAN SERVICE DROP CLEARANCE



A	UPDATE	07/01/22
NO.	REVISION	DATE
 1145 E. South Union Ave. Midvale, UT 84047 (801) 552-1111 (801) 552-0088		

THE CITY OF		
WASHINGTON, UTAH		
CONSTRUCTION STANDARDS		
MINIMUM CLEARANCES		
SERVICE DROPS		
SCALE	DATE PLOTTED	DWG BY: ON
NTS	06/01/2022	JU140

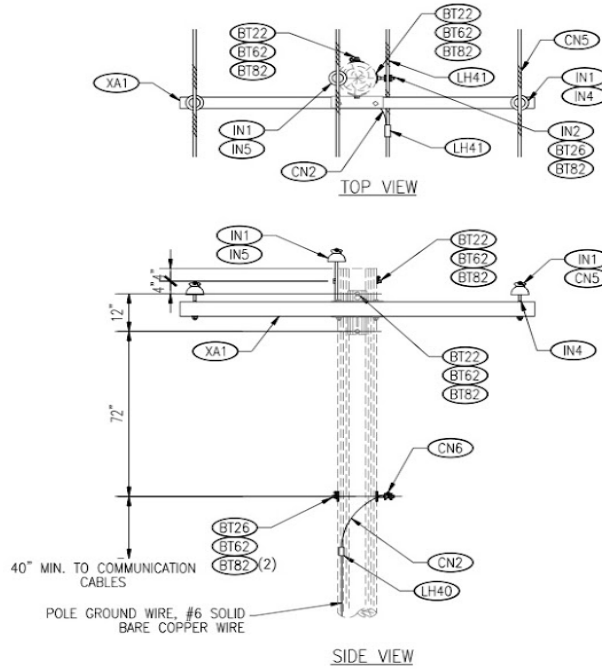


MATERIAL LIST					
ITEM	QTY.	DESCRIPTION	MANF.	CAT. NO.	INVENTORY NO.
XA1	1	2"x4"x8' DISTRIBUTION CROSSARM, TANGENT	PUPI	TB100009603X2	FIBERGLASS-OVR-00262 WOOD-OVR-00210
IN1	2	PIN INSULATOR (ANSI 55-5), F-NECK, POLY CLAMP	MACLEAN	DP55-5	OVR-00635
IN4	2	STEEL INSULATOR PIN w/ WASHER, NUT & LOCK NUT, 5 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.

 Intermountain Consumer Professional Engineers, Inc. CONSTRUCTING ENGINEERS 1145 E. SOUTH UNION AVE. SALT LAKE CITY, UT 84143 PHONE: (801) 555-1111 FAX: 555-0000	REVISIONS		ELECTRICAL 12.47kV SINGLE PHASE TANGENT FRAMING				CR100 A
	No.	DESCRIPTION	BY	DATE	APP	Proj. No.	
		Title: 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					
		Scale NONE					



MATERIAL LIST						
ITEM	QTY.	DESCRIPTION		MANF.	CAT. NO.	INVENTORY NO.
XA1	1	2"x4"x8" DISTRIBUTION CROSSARM, TANGENT		PUP	BT00009603X2	FIBERGLASS-OVR-00262
IN1	3	PIN INSULATOR (ANSI 55-5), F-NECK, POLY CLAMP		PUP	BT2500	WOOD-OVR-00210
		477 CLAMP TOP		MACLEAN	DP55-5	OVR-00635
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
				#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
		3/4" x LENGTH REQUIRED MACHINE BOLT w/ NUT		477		J88
BT26	1	5/8" x LENGTH REQUIRED DOUBLE UPSET SPOOL BOLT		#1/0 & #4/0	MACLEAN	J239
BT82	6	2-1/2"x2-1/2"x3/16" SQ. CURVED WASHER, w/ 11/16" HOLES		#1/0 & #4/0	MACLEAN	J6822
		3"x3"x1/4" SQ. CURVED WASHER, w/ 13/16" HOLES/ 8" 3x3		477		J6823
BT62	5	5/8" SPRING WASHER		#1/0 & #4/0	MACLEAN	J3540
		3/4" SPRING WASHER		477		J3541

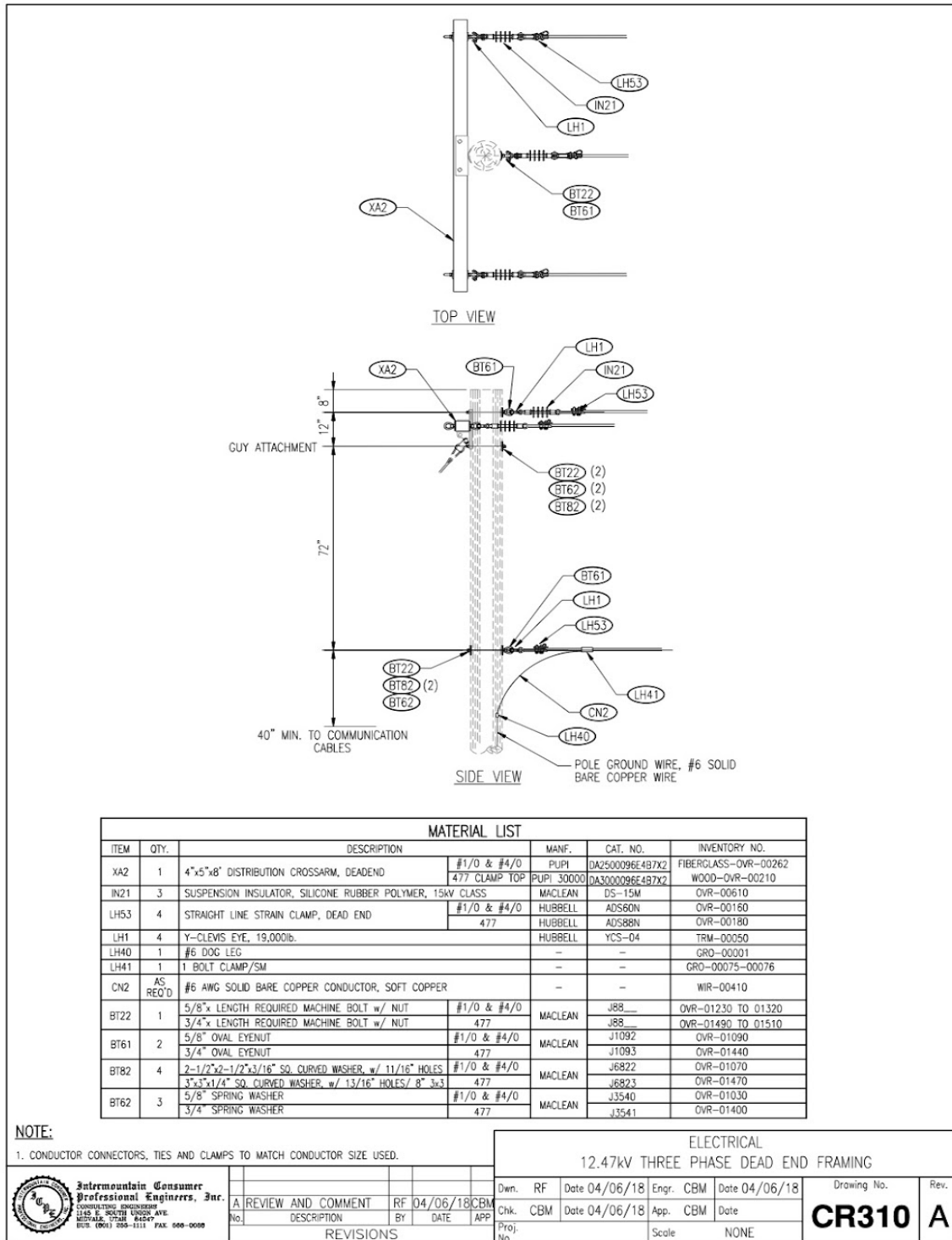
NOTE:

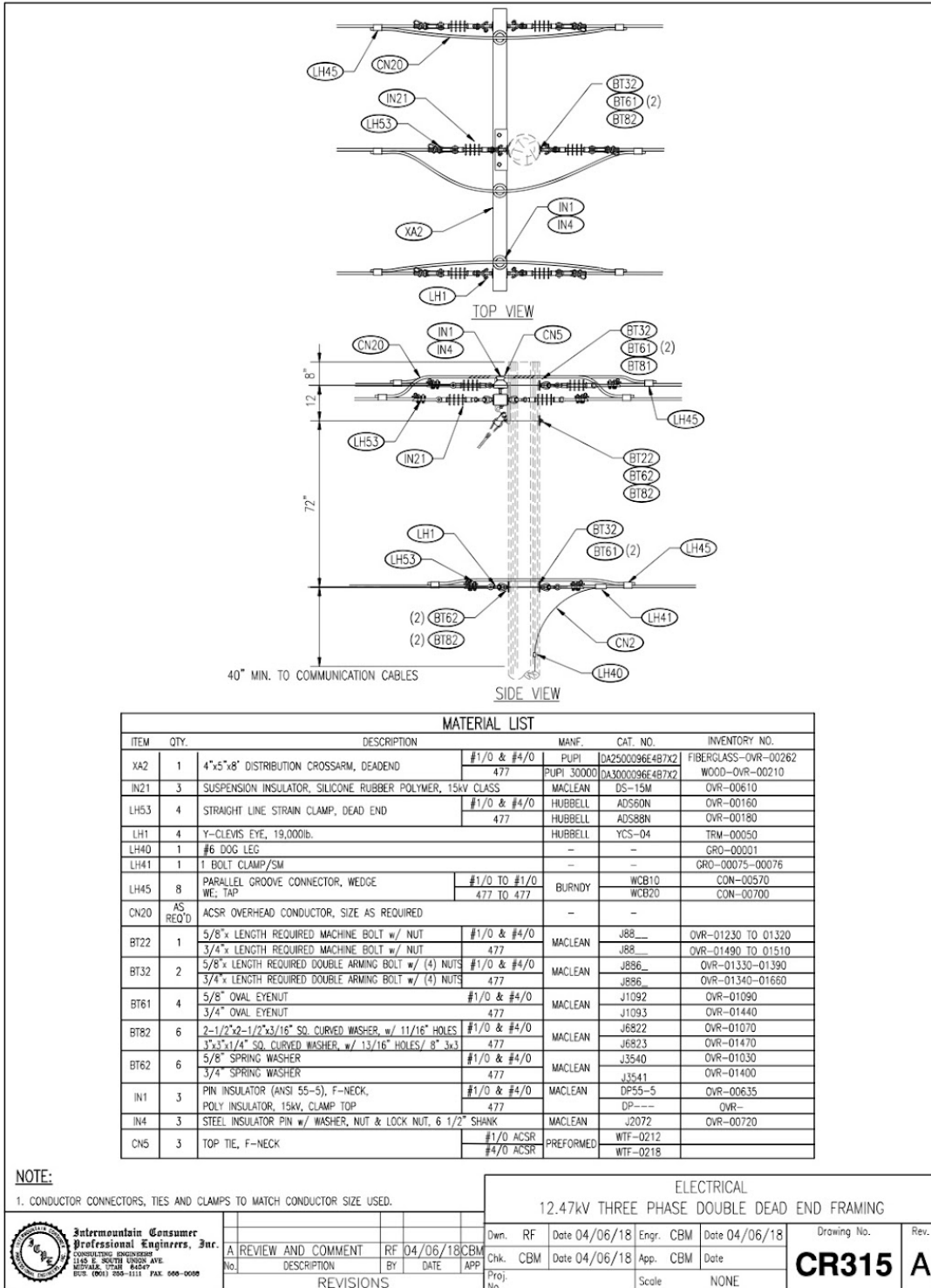
1. CONDUCTOR CONNECTORS, TIES AND CLAMPS TO MATCH CONDUCTOR SIZE USED.

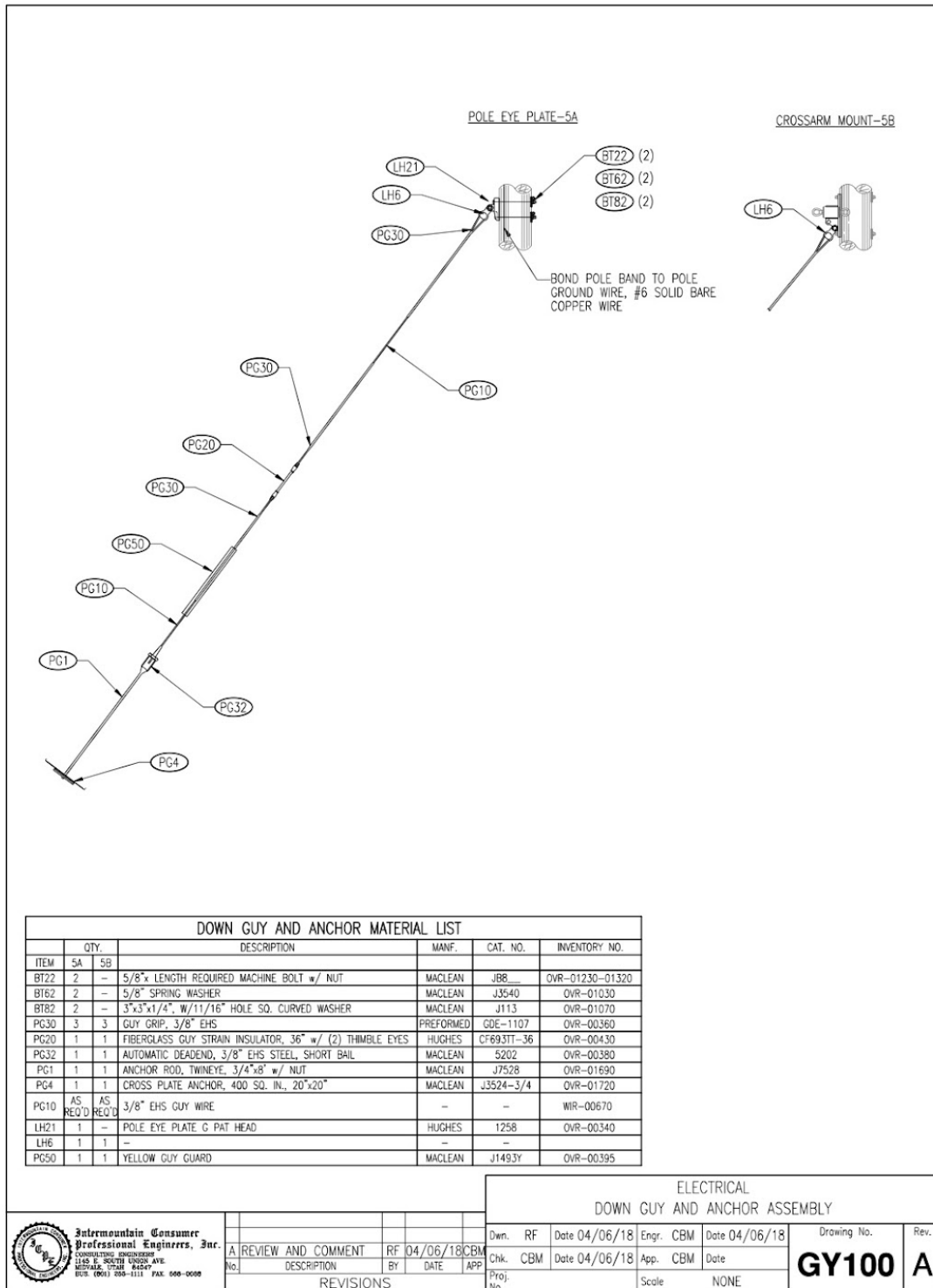


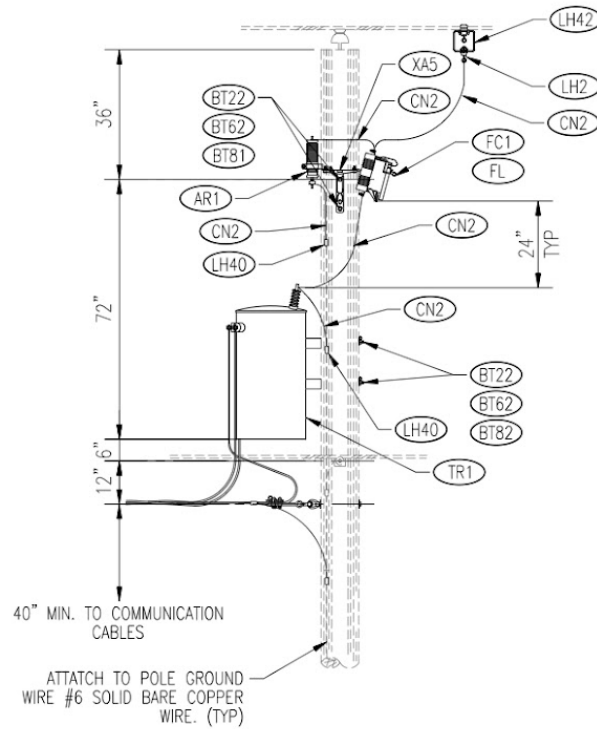
REVISIONS		DATE	APP
1	REVIEW AND COMMENT	04/06/18	CBM

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		
CR300			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" 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 ARRESTER, DISTRIBUTION CLASS, 9KV (FOR 12.47KV)	OHIO BRASS	2172687214	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:

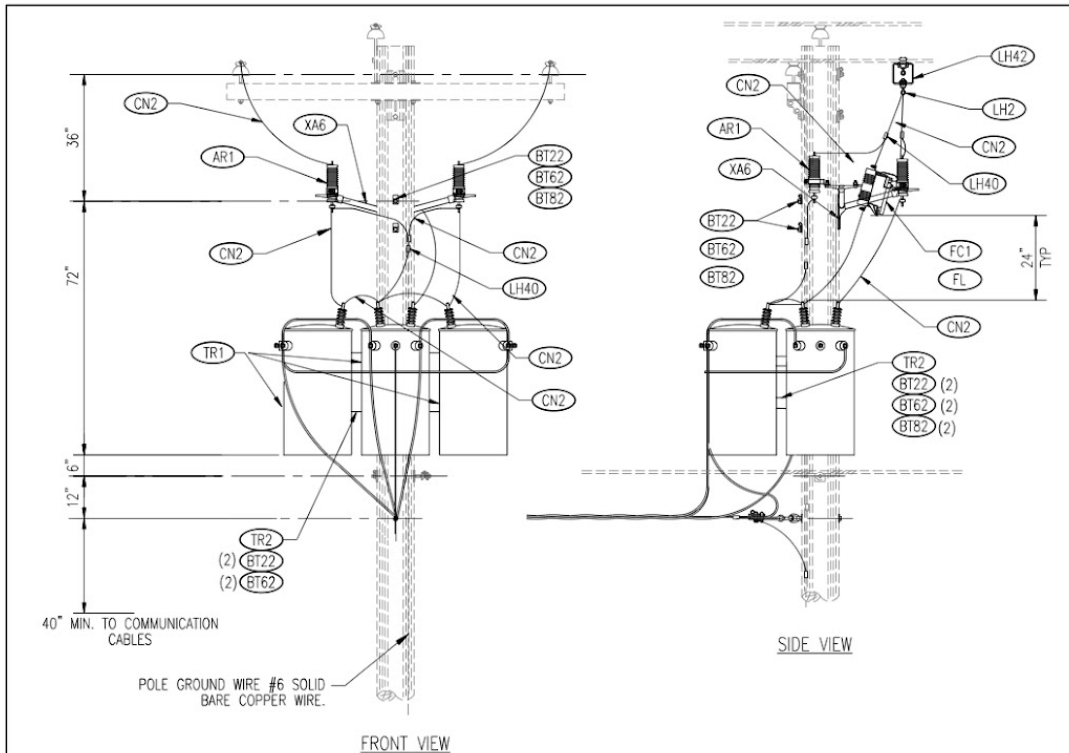
1. SEE FUSE TABLE FOR TRANSFORMER FUSE RATING.

ELECTRICAL 1Ø OVERHEAD TRANSFORMER



REVIEW AND COMMENT	RF	04/06/18	CBM
DESCRIPTION	BY	DATE	APP
REVISIONS			

Dwn. RF	Date 04/06/18	Engr. CBM	Date 04/06/18	Drawing No.	Rev.
Chk. CBM	Date 04/06/18	App. CBM	Date	TR100	A
Proj. No.	Scale NONE				



MATERIAL LIST					
ITEM	QTY.	DESCRIPTION	MANF.	CAT. NO.	INVENTORY NO.
XA6	1	3 PHASE, CUTOFF AND ARRESTER BRACKET	CHANCE	3SBM4818CLH	OVR-00060
TR1	3	2.4/7.2KV DUAL VOLTAGE XFMR, KVA SIZE AS INDICATED			
TR2	1	EQUIPMENT MOUNTING BRACKET, TRANSFORMER CLUSTER	HUGHES	3021	
LH42	3	HOT LINE STIRRUP, 5/16" DIA. STIRRUP, PLATED STIRRUP	FARGO	GA-108SLAP	OVR-00080-00100
LH2	3	HOT LINE CLAMP, #6 CU	CHANCE	S1530CP	OVR-00110-00120
LH40	5	#6 DOG LEG	-	-	GRO-00001
BT22	4	5/8" LENGTH REQUIRED MACHINE BOLT w/ NUT	MACLEAN	-	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
CN2	AS REQ'D	#6 AWG SOLID BARE COPPER CONDUCTOR	SOUTHWIRE	-	WIR-00410
AR1	3	SURGE ARRESTOR, DISTRIBUTION CLASS, 9kV (FOR 12.47kV)	OHIO BRASS	2172587214	OVR-00030
FC1	3	CUTOFF, FUSE, 15 KV, 100 AMP, POLY	-	-	OVR-00001
FL	3	FUSE LINK (SEE FUSE TABLE)	S&C	-	FUS-00001-00160

NOTE:

1. SEE FUSE TABLE FOR TRANSFORMER FUSE RATING.

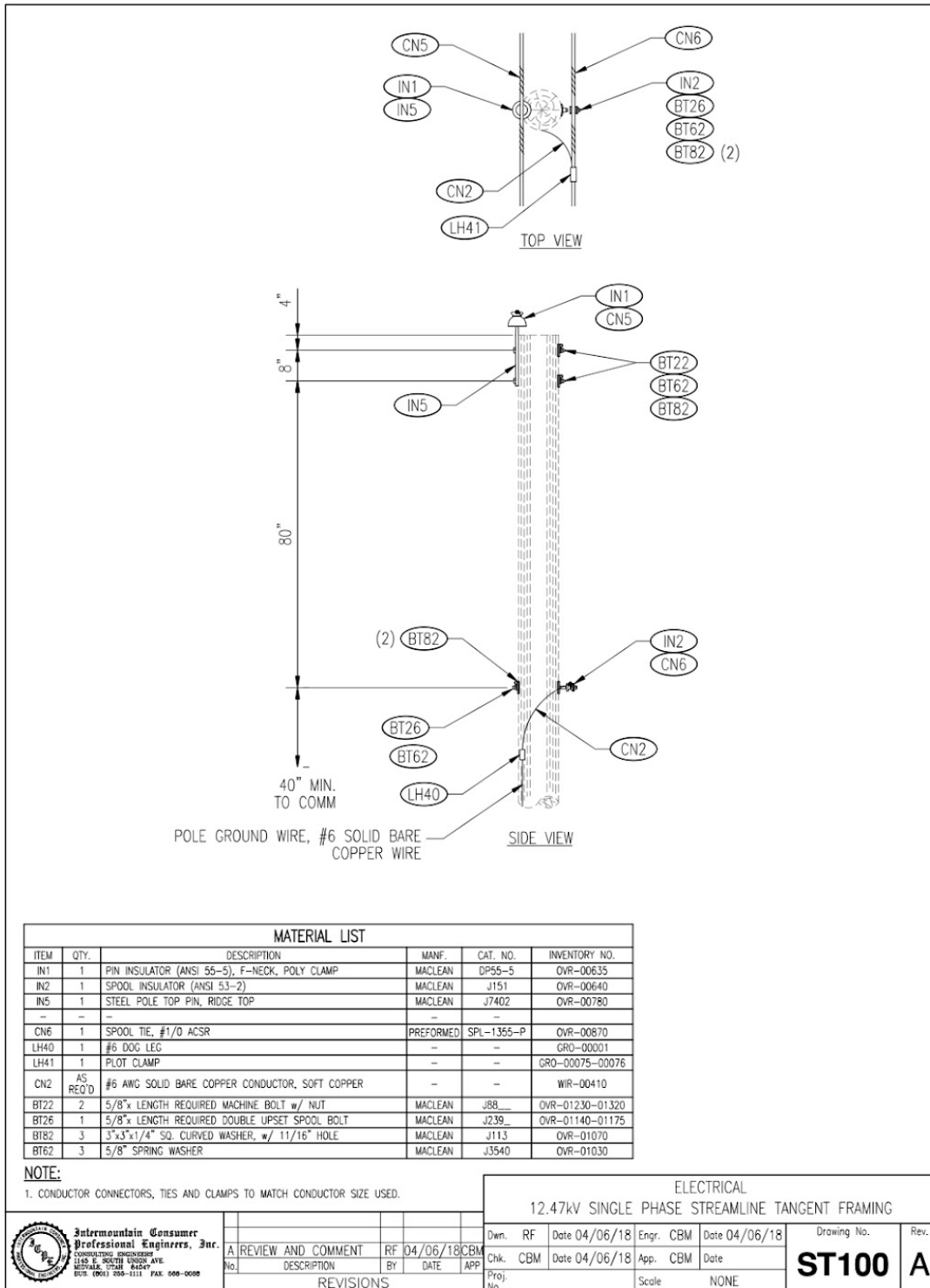


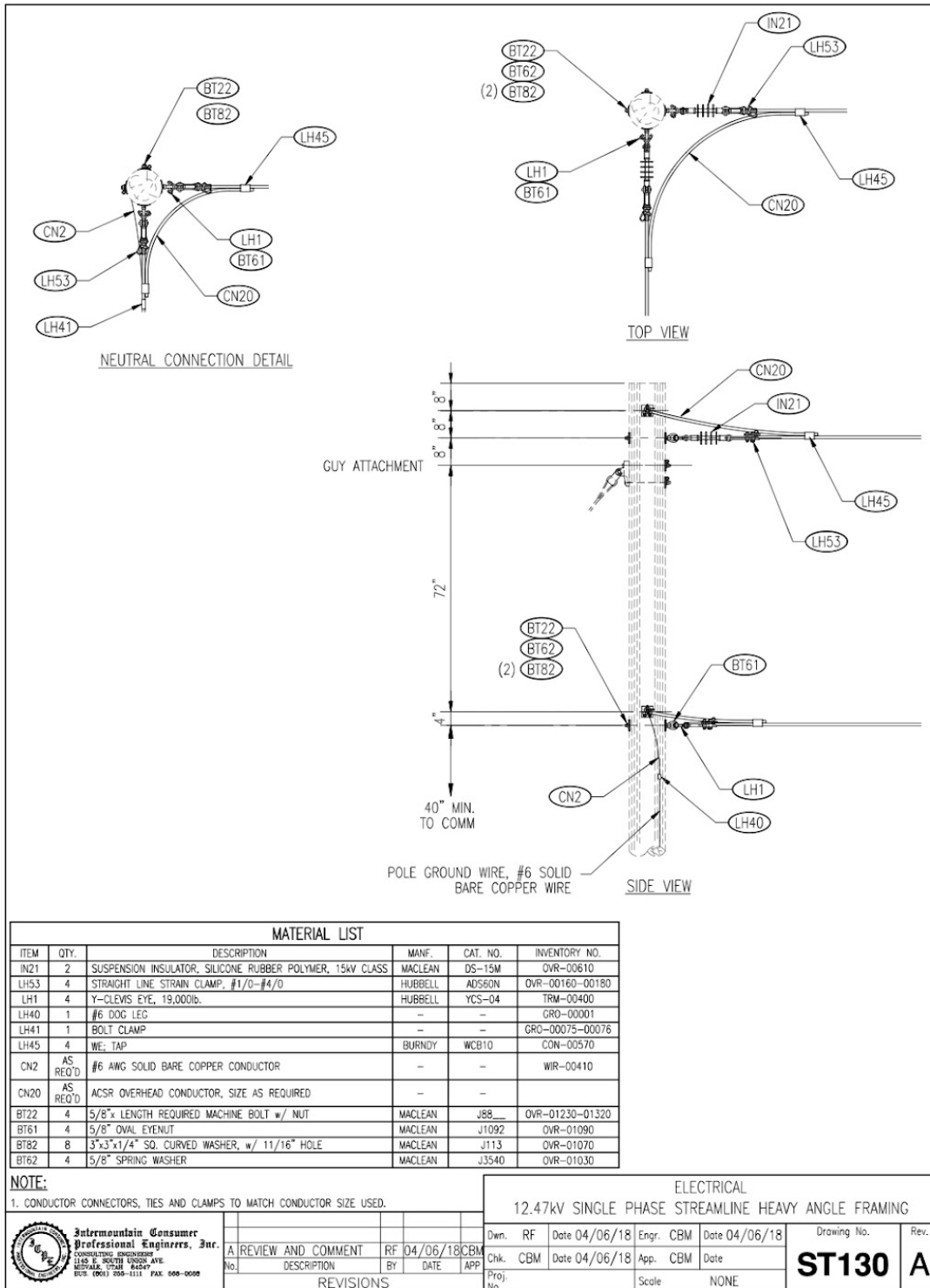
**Intermountain Consumer
Professional Engineers, Inc.**
 CONSULTING ENGINEERS
 1145 E. 500TH STREET, SUITE 100
 MURFREESBORO, TN 37055
 TEL: (615) 255-1111 FAX: 666-0008

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

ELECTRICAL			
3Ø OVERHEAD TRANSFORMER-GROUND Y-DELTA			
Dwn.	RF	Date 04/06/18	Engr. CBM
Chk.	CBM	Date 04/06/18	App. CBM
Proj.	No.	Scale	NONE

Drawing No.	Rev.
TR300	A







Appendix H - Annual Reporting Form for Attachments

Due by February 1st 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 _____

Submit updated map? (provide GIS file if available) 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: _____.

February 2024

Project Meeting Overview Report

CARBON FREE POWER PROJECT (CFPP)

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**
2. Discussed in Executive Session:
 - a. Project wind down status, timeline and budget.

CENTRAL-ST. GEORGE PROJECT

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**
2. Discussed in Executive Session:
 - a. Right-of-way encroachment litigation including background and current status.
3. Discussed Rights of Way:
 - a. Dennett Development including replacement after analysis and to coincide with Sand Hollow.
 - b. Sand Hollow Road including PID reviewing plan and scheduling an outage coordination meeting.
4. Discussed BES Exemption including progress and current status.
5. Discussed the Washington County Asset Audit including background, scope, plan moving forward and budget.
6. Discussed the Operations Report including substation reports for the month of January.

COLORADO RIVER STORAGE PROJECT (CRSP)

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**

2. Discussed CRSP and CREDAs reports including CRSP hydrology, CISA extreme weather report, Glen Canyon Dam LTEMP SEIS draft plan for propagation and Lake Powell conditions.
3. Discussed the Operations Report including output for each resource for the month of January.

CRAIG MONA PROJECT

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**
2. Discussed the Mercuria capacity purchase including a year lease agreement.
3. **Approved the Mercuria Lease agreement as presented.**
4. Discussed the Operations Report including transmission line usage for the month of January.

FIRM POWER SUPPLY PROJECT

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**
2. Discussed in Executive Session:
 - a. Steel Solar 1A and 1B Projects including development updates, site photos, Commercial Operation Dates (COD) and next steps.
 - b. Second Amended and Restated Red Mesa Tapaha Project PPA including progress regarding project agreements, Red Mesa REC status and next steps.
3. Discussed the Operations Report including output and scheduling from each resource for the month of January.

GOVERNMENT AND PUBLIC AFFAIRS PROJECT (GPA)

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**
2. Discussed Federal & State Legislative including Executive Branch and Congressional Updates:
 - a. GOP Primary 2024 candidate polling and next primary steps.
 - b. 2024 Presidential Election and candidate details.
 - c. Election polls and issues voters will focus on.

- d. Congressional update including 4 appropriation bills.
 - e. Colorado River Storage Project (CRSP) political updates including hydro political update including SEIS webinar dates.
 - f. Utah Legislative Process including current legislative session, bill tracking and bill summaries.
 - g. Review handouts and details regarding the Legislative Reception.
3. Discussed Important Dates:
- a. Talking points webinar for APPA Legislative Rally: February 22
 - b. APPA Legislative Rally: February 26 – 28
 - c. Utah Legislative Session: January 16 - March 1

HORSE BUTTE PROJECT (HBW)

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**
2. Discussed Major Overhaul Reserve Account Analysis including GDS life extension report, routine maintenance and cost projections.
3. Discussed LGIA Transmission and Bonneville Power Association (BPA) Dispute Status including progress and next steps.
4. Discussed landowner leases and conditional use permits.
5. Discussed Eagle Take Permit including final approval process, pole retrofits, new eagle fatality monitoring methods and member interest in the mitigation plan.
6. Discussed plant operations including plant maintenance/upgrades and site updates.
7. Discussed the Operations Report including production output for the month of January.

HUNTER PROJECT

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**
2. Discussed Major Overhaul Reserve Account Analysis including routine maintenance and cost projections.
3. Discussed in Executive Session:
 - a. Long-term strategy update including recent activities, takeaways and next steps.

4. Discussed the Operations Report including plant scheduled output for the month of January.

INTERMOUNTAIN POWER PROJECT (IPP)

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**
2. Discussed potential plant site visits.
3. Discussed the Operations Report including scheduled output for the month of January.

MEMBER SERVICES PROJECT

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**
2. **Approved resolution authorizing the issuance and sale of Member Services Project Hyrum Power Project Revenue Bonds, Series 2024; and related matters.**

NATURAL GAS PROJECT

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**
2. Discussed the Operations Report including the MMBtu scheduled for the month of January.

PAYSON PROJECT

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**
2. Discussed Major Overhaul Reserve Account Analysis including future outages and cost projections.
3. Discussed UAMPS Hedging Policy including work with The Energy Authority (TEA), the development of the plan and the framework of the policy.
4. Discussed plant operation including January statistics, operational item highlights, plant maintenance/safety highlights and outage follow-up items.
5. Discussed a damaged transmission line from a plane crash and steps for moving forward.

6. Discussed prepays and the process of moving forward.
7. Discussed the Operations Report for the month of January including Nebo energy breakdown and Nebo sales margins.

POOL PROJECT

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**
2. Discussed PX & Scheduling Report including winter and summer callback and market price.
3. Discussed Forecast including UAMPS total forecasted load and resources.
4. Discussed Mercuria Transaction including energy swap opportunity for Q3, physical and financial details, breakdown of profit share and risk minimization.
5. **Approved resolution authorizing an exchange transaction between UAMPS and Mercuria Energy America, LLC.**
6. Discussed optimizing the UAMPS energy portfolio including operations procedures, FY25 forward purchase and MIDC future pricing.
7. Discussed the Operations Report for the month of January including load peak and energy, along with Pool information.

RESOURCE PROJECT

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**
2. **Approved the revised Fiscal Year 2024 general Resource entitlements in the Resource Entitlement Budget Amendment #12.**
3. Discussed in Executive Session:
 - a. Cyrq Geothermal update including project details, status of the project and next steps.
 - b. Fremont Solar including the project details, term sheet and next steps.
 - c. Natural Gas Study including budget, status of the project, timeline and next steps.
4. **Approved the Fremont Project Term Sheet as provided and continuing with the PPA negotiations.**

SAN JUAN PROJECT

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**

VEYO HEAT RECOVERY PROJECT

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**
2. Discussed Major Overhaul Reserve Account Analysis including future outages and planned maintenance.
3. Discussed the Operations Report including scheduling Veyo for the month of January with peak output and tripped/restricted hours.

BOARD OF DIRECTORS MEETING

1. **Approved resolution adopting the 2024-2025 Fiscal Operating Budget.**
2. **Approved resolution authorizing the issuance and sale of Member Services Project Hyrum Power Project Revenue Bonds, Series 2024; and related matters.**
3. Discussed Operations Report:
 - a. Natural Gas storage including regional storage, weather effects and consumption.
 - b. Seasonal Outlook including February forecast, prior month, El Nino and La Nina effects.
 - c. Transmission including SunZia updates.
 - d. WECC 2024 State of the Interconnection including website review.
4. Discussed in Executive Session:
 - a. Ozone Transport Rule (OTR) including effects on generation and litigation updates.
5. **Discussed reminder to submit comments on the UAMPS Bylaws by next month.**
6. Discussed St. George toolkit workshop, APPA National Conference and other travel.
7. Discussed the upcoming Fairview Governing Board Workshop.
8. Approved all action items for the Project Meetings.