



RESOLUTION NO. U-10982

1 A RESOLUTION related to the purchase of materials, supplies, equipment and
2 the furnishing of services; authorizing the City officials to enter into
3 contracts and, where specified, waive competitive bidding requirements,
4 authorize sale of surplus property, or increase or extend existing
5 agreements.

6 WHEREAS the City of Tacoma, Department of Public Utilities, requested
7 bids/proposals for the purchase of certain materials, supplies, equipment and/or
8 the furnishing of certain services, or proposes to purchase off an agreement
9 previously competitively bid and entered into by another governmental entity, or
10 for the sales of surplus, or desires to increase and/or extend an existing
11 agreement, all as explained by the attached Exhibit "A," which by this reference
12 is incorporated herein, and

13 WHEREAS in response thereto, bids/proposals (or prices from another
14 governmental agreement) were received, all as evidenced by Exhibit "A," and

15 WHEREAS the Board of Contracts and Awards and/or the requesting
16 division have heretofore made their recommendations, which may include
17 waiver of the formal competitive bid process because it was not practicable to
18 follow said process, or because the purchase is from a single source, or there is
19 an emergency that requires such waiver, and/or waiver of minor deviations, and
20 in the case of sale of surplus, a declaration of surplus has been made certifying
21 that said items are no longer essential for continued effective utility service, as
22 explained in Exhibit "A," and

23 WHEREAS the Director requests authorization, pursuant to
24 TMC 1.06.269 A, to amend contract amounts up to \$200,000 and to approve
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term extensions and renewals for all items contained in Exhibit "A;" Now,
therefore,

BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the Public Utility Board of the City of Tacoma hereby concurs and approves the recommendations of the Board of Contracts and Awards and/or the requesting division, and approves, as appropriate: (1) the purchase and/or furnishing of those materials, supplies, equipment or services recommended for acceptance; (2) the sale of surplus materials, supplies or equipment recommended for acceptance; (3) the Interlocal agreement that authorizes purchase off another governmental entity's contract; (4) the increase and/or extension of an existing agreement, and said matters may include waiver of the formal competitive bid process and/or waiver of minor deviations, all as set forth on Exhibit "A," and authorizes the execution, delivery and implementation of appropriate notices, contracts and documents by the proper officers of the City for said transactions, and (5) the administrative authority of the Director, per TMC 1.06.269 A., to amend contract amounts up to \$200,000 and to approve term extensions and contract renewals for all items in Exhibit "A."

Approved as to form and legality:

_____	_____
Chair	
	_____
Chief Deputy City Attorney	Secretary
_____	Adopted _____
Clerk	



3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

EXHIBIT "A"

RESOLUTION NO.:

U-10982

ITEM NO.:

#1

MEETING DATE:

January 10, 2017

DATE: December 21, 2017

TO: Board of Contracts and Awards

SUBJECT: Mossyrock Boat Launch Replacement Project
Request for Bids Specification No. PG17-0413F

RECOMMENDATION: Tacoma Power recommends a contract be awarded to **Massana Construction, Inc., Gig Harbor, Washington** for replacement of the Mossyrock Park Boat Launch. The contract amount reflects a total award of **\$517,161**, plus applicable sales tax.

EXPLANATION: The existing boat ramp at the Cowlitz Project's Mossyrock Park is a recreational boat launch facility that is heavily used by the public to access the Riffe Lake reservoir. The existing ramp was constructed using individual concrete planks with wide gaps filled with gravel that requires extensive annual maintenance. This creates an extremely rough surface that is hard to drive on and results in a slow boat launching operation. Additionally, the existing dock is an old wooden structure, fixed at the top, which is only usable at the highest lake levels. The proposed improvements include replacing the existing fixed dock with a "Skid Dock" which can be adjusted to accommodate the lower operating levels of Riffe Lake.

The reconstruction and extension of this boat ramp will provide lake access down to the elevation required in the Project's operating license (issued by the Federal Energy Regulatory Commission) and improve the driving surface with a continuous concrete surface which reduces annual maintenance. The new surface will decrease the time that it takes for the public to launch their boats, improving the overall efficiency of the park facility.

COMPETITIVE SOLICITATION: Request for Bids Specification No. PG17-0413F was opened November 28, 2017. Eleven (11) companies were invited to bid in addition to normal advertising of the project. Eleven (11) submittals were received. The Small Business Enterprise (SBE) participation level proposed by the bidder(s) are reflected as a credit (maximum applies) against the submitted base bid to arrive at an "evaluated bid" for ranking purposes. Garage Brothers, LLC submitted a bid, but was deemed non-responsive. The table below reflects the total bid submittal amount.

<u>Respondent</u>	<u>Location (city and state)</u>	<u>Submittal Amount (plus sales tax)</u>	<u>Evaluated Amount</u>
*Massana Construction, Inc.	Gig Harbor, WA	\$517,161	\$437,004.38
Boettcher & Sons, Inc.	Eatonville, WA	\$518,101	\$458,101
Conway Construction	Ridgefield, WA	\$543,037	\$468,323.37
Mike McClung Construction	Buckley, WA	\$551,355	\$471,198.38
Q King Trucking & Constr.	Randle, WA	\$576,276	\$496,119.38
Sterling Breen Crushing, Inc.	Centralia, WA	\$567,155	\$507,155
Five Rivers Construction	Longview, WA	\$617,117	\$536,960.38
3 Kings Environmental, LLC	Battle Ground, WA	\$639,475	\$579,475
MJ Hughes Construction	Vancouver, WA	\$640,486	\$560,329.38
Nisqually Constr. Services	Olympia, WA	\$654,151	\$582,189.01
Garage Brothers, LLC	Winlock, WA	Non-responsive	N/A
*Recommended Bidder			

The recommended award is 3.5% above of the pre-bid estimate of \$400,000-\$500,000.

CONTRACT HISTORY: New contract.

FUNDING: Funds for this project are available in the 2018 Tacoma Power budget.

SBE/LEAP COMPLIANCE: The Local Employment and Apprenticeship Training Program (LEAP) goal is not applicable for this project. The recommended contractor is in compliance with the Small Business Enterprise (SBE) requirements per memorandum dated December 20, 2017. The SBE goal for this project is 10 percent. The SBE participation level of the recommended contractor is 11.3 percent.

PROJECT ENGINEER/COORDINATOR: Matthew Wilson, Generation/Plant Engineering,
253-502-8226.



Chris Robinson, Power Superintendent/COO

APPROVED:



Linda McCrea, Interim Director of Utilities/CEO

Cc: Kimberly Ward, Sr. Buyer, Finance/Purchasing
SBE Coordinator
Generation/Contract Services



RESOLUTION NO. U-10983

1 A RESOLUTION authorizing the use and execution of uniform Wireline,
2 Wireless, and Streetlight Master Pole Attachment Agreement contract
3 templates between Tacoma Power and various service providers.

4 WHEREAS the City of Tacoma, Department of Public Utilities, Light
5 Division (d.b.a "Tacoma Power"), facilitates community access by permitting the
6 use of its Distribution System by service providers, government entities, and
7 other parties that attach wires, cables, radio frequency (RF) emitting antennas,
8 and other equipment to poles and/or other Distribution System facilities for the
9 purpose of providing telecommunications and related services, and
10

11 WHEREAS Tacoma Power has designed three master contract
12 templates to govern pole attachments and other joint uses of its Distribution
13 System facilities by external parties and to establish uniform terms and
14 conditions according to attachment and use type including: wireless, wireline,
15 and streetlighting, and
16

17 WHEREAS, to promote the best use of Tacoma Power's Distribution
18 System and to ensure administratively efficient and cost effective management
19 of pole and other attachment requests, Tacoma Power requests the Board
20 approve the Master Pole Attachment Agreement contract templates for
21 Wireless, Wireline and Streetlight type attachments; Now, Therefore,
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23 BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

24 That Tacoma Power's request to establish and use uniform contract
25 templates for Wireline, Wireless, and Streetlight Master Pole Attachment
26 Agreements between Tacoma Power and Telecommunication service



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providers, government entities and other providers, in the form on file with the Clerk or as otherwise specifically approved by the City Attorney's Office, is approved.

Approved as to form and legality:



Chief Deputy City Attorney

Chair

Secretary

Clerk

Adopted _____

of January 10, 2018

REQUEST FOR RESOLUTION

Date December 29, 2017

INSTRUCTIONS: File request in the Office of the Director of Utilities as soon as possible but not later than nine working days prior to the Board meeting at which it is to be introduced. Completion instructions are contained in Administrative Policy POL-104.

1. Summary title for Utility Board agenda: (not to exceed twenty-five words)

Master Pole Attachment Agreement contract templates

2. A resolution is requested to: (brief description of action to be taken, by whom, where, cost, etc.)

Authorize Tacoma Power to execute Wireline, Wireless, and Streetlight Master Pole Attachment Agreements between Tacoma Power and various service providers.

3. Summarized reason for resolution:

Telecommunication service and infrastructure providers desire to attach wires, cable, antennas, and other equipment, onto Tacoma Power's Distribution System for the purpose of providing Telecommunications and other service. Tacoma Power desires to facilitate community access to telecommunication services and enable the best use of its Distribution System by allowing access to its poles pursuant to the terms and conditions of each agreement.


4. Attachments:

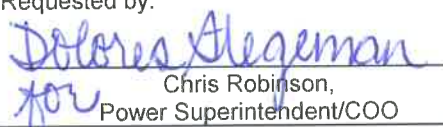
- a. Wireline Master Pole Attachment Agreement contract template
- b. Wireless Master Pole Attachment Agreement contract template
- c. Streetlight Pole Attachment contract template

5. Funds available Proposed action has no budgetary impact

This project will have no financial impact to the City because it is 100% customer funded.

6. Deviations requiring special waivers: None

Originated by:

 Dolores Stegeman
 Transmission & Distribution Manager

Requested by:

 Chris Robinson,
 Power Superintendent/COO

Approved:

 Linda McCrea
 Interim Director of Utilities/CEO



DATE December 29, 2017

TO: Linda McCrea, Director of Utilities/CEO

FROM: Chris Robinson, Power Superintendent/COO *DJS for CR*

SUBJECT: Wireline, Wireless, and Streetlight Master Pole Attachment Agreement contract templates

RECOMMENDATION: Tacoma Power recommends that the Public Utility Board approve Wireline, Wireless, and Streetlight pole attachment contract templates to be executed with various service providers.

EXPLANATION: Telecommunication service providers, government entities, and other parties desire to attach wires, cables, radio frequency (RF) emitting antennas, and other equipment onto Tacoma Power's distribution system for the purpose of providing Telecommunications and other services.

Tacoma Power desires to continue to facilitate community access to telecommunication services and enable the best use of its Distribution System by allowing access to its poles pursuant to the terms and conditions of each Agreement.

cc: John Merrell, Dolores Stegeman, Eric Green

Streetlight Attachment Agreement

Between

City of Tacoma
Department of Public Utilities
Light Division

And

Licensee

This Streetlight Attachment Agreement ("Agreement") is executed in duplicate this the ____ Day of _____, 20____, ("Effective Date") by and between the **City of Tacoma, Department of Public Utilities, Light Division**, a municipal corporation of the State of Washington (d/b/a and hereinafter referred to as "Tacoma Power") and the _____ [insert licensee name here] (hereinafter referred to as "Licensee"). Tacoma Power and the Licensee are sometimes referenced in this Agreement individually as "Party" and collectively as "Parties."

BACKGROUND

- A. Tacoma Power is authorized under Washington law to engage in the production, acquisition, distribution, and sale of electric power.
- B. Tacoma Power plans, designs, constructs, operates, and maintains infrastructure to distribute electric power.
- C. Private, governmental, or other entities desire to attach streetlights and other related equipment onto the Tacoma Power's Distribution System.
- D. Tacoma Power is willing to allow the use of its Distribution System for said streetlights and Tacoma Power opts to provide, when it may lawfully do so, access to its Distribution System for the purpose of attaching streetlights and related equipment pursuant to the terms and conditions of this Agreement.

THEREFORE, in consideration of the mutual covenants, terms, and conditions set out below the Parties agree as follows:

I. TERM

- A. **Initial Term.** The Term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of ten (10) years thereafter ("Term").
- B. **Termination.** This Agreement may be terminated by either Party at any time upon ninety (90) days written notice thereof provided to the other Party.

- C. **Attachment Removal.** Upon termination of the Agreement, the Licensee shall remove all Attachments from the Pole(s) and surrender all facilities within ninety (90) days. If the Licensee fails to remove its Attachments within ninety (90) days, Tacoma Power may remove the Licensee's Attachments or hire a contractor to remove the Attachments at the Licensee's expense.
- D. **Post Termination Use.** Nothing in this Agreement or associated Permits shall be construed to require Tacoma Power to allow Licensee to use Tacoma Power's Poles after termination of this Agreement.
- E. **Payment Obligations Preserved.** All payment obligations incurred under this Agreement shall be preserved until satisfied.

II. DEFINITIONS:

When used with initial capitalization, the following terms shall have the meaning set forth below:

- A. **Application:** means the written application, substantially in the form of **Appendix A, Pole Attachment Application**, the Licensee submits to Tacoma Power for placement or removal of Attachments.
- B. **Applicable Standards:** has the meaning as defined in Section XV.
- C. **Attachment:** means street lights and associated hardware, owned or controlled by Licensee placed in the Communication Worker Safety Zone, below the Communication Space, or as allowed by Standard C-OH-9005, on a Pole owned or controlled by Tacoma Power as a part of its Distribution System
- D. **Billing Periods:** means the two six-month billing periods, spanning January 1st through June 30th and July 1st through December 31st, respectively.
- E. **Capacity:** means the ability of a Pole to accommodate an additional Attachment or Attachments based on Applicable Standards.
- F. **Distribution System:** means the Poles, lines, and equipment, and includes under-build on transmission structures, owned or controlled by Tacoma Power for the distribution of electrical power below 14.4 kV.
- G. **Effective Date:** means the date first written above.
- H. **Emergency:** means a situation exists which, in the reasonable discretion of the Licensee or Tacoma Power, if not remedied immediately, will result in a threat to public safety, a hazardous condition, damage to property or a service outage.
- I. **Force Majeure:** has the meaning ascribed to this term in Section XIII.
- J. **Nonfunctional Attachment:** means an Attachment that is unusable, unfit or no longer used by the Licensee.
- K. **Permit:** means a written acknowledgment by Tacoma Power of approved pole attachments per Pole Attachment Application.

- L. **Pole:** means structures, usually wood, used to support the lines and other equipment of the Distribution System and other Attachments.
- M. **Reserved Capacity:** means capacity or space on a Pole that Tacoma Power has identified and reserved for its own future utility requirements at the time of the Permit grant, including the installation of communications circuits for operation of Tacoma Power's electric system.
- N. **Tacoma Power Make-Ready Work:** means Work performed by Tacoma Power or its contractors that is necessary to provide and prepare space on Tacoma Power's Poles for placement of Attachments. Tacoma Power Make-Ready Work does not include moving, removing, or adjusting any third party attachments to Tacoma Power poles including any third party wires, cable, fiber optic cable, and/or coaxial cable and associated hardware.
- O. **Third Party Make-Ready Work:** means Work performed by a third party or parties, or third party contractors that is necessary to provide and prepare space on Tacoma Power's Poles for placement of Attachments. Third Party Make-Ready Work includes, but is not limited to, removing secondary conductors and racks, raising power conductors, installing line attachment equipment, and moving, replacing, and/or relocating attachments. Third Party Make-Ready Work does not include Tacoma Power Make-Ready Work.
- P. **Unauthorized Attachments:** means (1) Attachments for which the Licensee fails to submit an Application (see Section IV of this Agreement) or (2) approved Attachments for which Licensee fails to declare in its inventories (see Section IX of this Agreement)), (3) Attachments not in accordance with Applicable Standards and codes (see Section VII. E.) (4) Attachments that the Company fails to timely transfer, abandon or remove as required by Section VII. D.
- Q. **Unauthorized Attachments Fee:** has the meaning ascribed to this term in Section X.E.
- R. **Work:** when used in the Agreement means work and shall be understood to include all supervision, materials, labor, transportation, and equipment. When referencing the Licensee, "Work" shall refer to everything agreed to be done and furnished by the Licensee, including the Attachments, maintenance, repair, relocation and/or removal of its Attachments; and/or any other labor performed in connection with this Agreement.

III. ATTACHMENTS

- A. **Purpose.** In accordance with the provisions of this Agreement and subject to the issuance of individual Permits, Tacoma Power agrees that the Licensee may make use of Poles owned or controlled by Tacoma Power as part of its Distribution System, for Attachments in furtherance of lawful street lighting, and for no other purpose.
- B. **Agreement Governs All Attachments.** This non-exclusive Agreement governs all Attachments by the Licensee, now or hereafter made to Tacoma Power's Distribution System.

C. Attachments Must Comply with Agreement and Applicable Standards. All Attachments shall be installed and maintained in accordance with the requirements and specifications of this Agreement. Attachments and Licensee's performance of any work must comply with all Applicable Standard of the industry, good engineering practices and those of Tacoma Power specifically.

D. Tacoma Power's Paramount Rights.

1. **Tacoma Power Discretion.** Tacoma Power shall have sole discretion to determine any question regarding the right to attach, construction compliance, and shared use of available space on poles.
2. **Withdrawal of Permission.** Permission to make attachments to Tacoma Power poles may be withdrawn for violation of Applicable Standards, regulations or Tacoma Power policies, breach of this Agreement (including, but not limited to, failure to provide proof of required insurance and/or permits), or for any other reason associated with Tacoma Power's requirements for use of its poles.
3. **Immediate Removal of Attachments.** At its sole expense, Licensee shall immediately remove any of its Attachments that:
 - a. Fails to conform to Applicable Law – which may include, but is in no way limited to the potential or actual loss of Tacoma Power's franchise rights and/or utility in good standing status based on presence of Attachment and/or failure to relocate Attachment in violation of applicable franchise and/or Pole permitting authority requirements;
 - b. Interferes with the electric utility and/or telecommunication operations of Tacoma Power or the City of Tacoma – which may include, but is in no way limited to:
 - Potential or actual forfeiture of Tacoma Power's right to occupy the property upon which the Attachment to its Distribution System is located.
 - c. Is a Nonfunctional Attachment, as designated by Tacoma Power in its sole discretion.

Failure to remove any Attachments as required in this paragraph shall constitute an Unauthorized Attachment and is subject to the Unauthorized Attachment fee specified in Schedule 1.

4. **Reserved Capacity.** Access to space on Tacoma Power 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, Tacoma Power shall notify Licensee if capacity on particular poles is being reserved for reasonably foreseeable future utility or electric use. For Attachments made with notice of such a Reservation of Capacity, on giving Licensee at least sixty (60) calendar days prior notice, Tacoma Power may reclaim such Reserved Capacity at any time following the installation of Licensee's Attachment if required for Tacoma Power's future utility service. If reclaimed for Tacoma Power's use, Tacoma Power may at such time also install associated facilities, including the attachment of communications lines for internal Tacoma Power operational or governmental communications requirements. Tacoma Power shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Tacoma Power Make-Ready Work needed to expand Capacity for core utility service requirements, so that Licensee can maintain its Attachment on the affected Pole(s). The allocation of the cost of any such Tacoma Power Make-Ready Work, (including

the transfer, rearrangement, or relocation of third party Attachment(s) shall be determined in accordance with Section V. Licensee shall be responsible for coordinating and arranging for any Third Party Make-Ready Work and for the costs of rearranging or replacing the attachments of a third party if such rearranging or replacing is required as a result of Licensee seeking additional Attachments, modification of one of its existing Attachments, or due to clearance requirements as defined by code (See Section VII.E.). Licensee shall not be required to bear any of the costs for 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.

5. Agreement Does Not Limit Tacoma Power's Operations. This Agreement does not in any way limit Tacoma Power'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.

E. Licensee Attachment Removal. Licensee may at any time remove its Attachments from the affected Poles. No refund of any fees or costs will be made upon removal.

F. Pole Replacement and Relocation Notification. Whenever it is necessary to replace, move, reset, or relocate a Pole, Tacoma Power shall give notice to relocate to Licensee via telephone or email.

G. Subcontractor Authorization. Licensee must provide to Tacoma Power written notification granting Subcontractor the authority to apply for Permits and perform work on Licensee's behalf. Notification must be on file with Tacoma Power prior to submittal of Permit Application.

IV. REQUESTS FOR ATTACHMENTS

A. Application. If Licensee desires to place or remove Attachments on any Pole, the Licensee must submit to Tacoma Power an Application substantially in the form of **Appendix A, Pole Attachment Application**. Each Pole Attachment Application is limited to fifty (50) poles or less. Licensee shall not place an Attachment on any Pole without completing such Application and obtaining Tacoma Power's prior written consent in the form of a Permit therefor. Permits will not be issued if Licensee has Unauthorized Attachments. Tacoma Power may refuse to issue Permits if Licensee fails to respond to communications from Tacoma Power within two (2) weeks.

B. Application Contents. Each Application shall contain the following information:

1. The Pole(s) affected by the Licensee's Attachment, by identifying the number of Poles and their location. The information shall be mailed to Tacoma Power in Excel spreadsheet format or provided electronically upon request.
2. A description of the Licensee's Attachments that will contact Tacoma Power Poles, including a description of how the Licensee intends to implement its Attachments.
3. What action the Licensee proposes to take to accommodate any additional strain that will be imposed upon the affected Poles by the Licensee's Attachments.

- C. **Incomplete Applications.** Incomplete applications will be returned for corrections. The deadline for returning corrected Applications is two weeks. If Licensee fails to meet the deadline, the Application will expire and a new Application and corresponding fees will be required.
- D. **Records and Maps.** Each Application shall also include map(s) which correctly identify each Pole the Licensee will contact, including an attachment height block indicating the height of all current/requested attachments and any other information the Tacoma Power may request. Tacoma Power will make pole records and maps reasonably available, subject to reasonable compensation for staff time and materials.

V. MAKE-READY WORK

- A. **Procedure.** Tacoma Power Make-Ready Work shall be performed by Tacoma Power. The cost of Tacoma Power Make-Ready Work shall be reimbursed by the Licensee pursuant to Section VII of this Agreement.

The Licensee's proposed route may require Tacoma Power to perform Tacoma Power Make-Ready Work in order to provide space on Pole(s) for the Licensee's use. At the Licensee's expense, Tacoma Power shall survey the proposed route and prepare an estimate of Tacoma Power's cost to perform Tacoma Power Make-Ready Work, if any. Tacoma Power will submit said estimate to the Licensee for their review prior to start of any Tacoma Power Make-Ready Work. Upon receipt of Tacoma Power's estimate, Licensee shall have **forty-five (45)** days to approve the estimate and provide payment in accordance with this Agreement and the specifications of the estimate. If Licensee fails to respond within forty-five days, the permit will expire.

Nothing in this Section V shall prohibit the Licensee from proposing alternate poles for Attachments to avoid Tacoma Power Make-Ready Work.

Upon completion of Tacoma Power Make-Ready Work, Tacoma Power shall invoice Licensee for Tacoma Power's actual cost of such Tacoma Power Make-Ready Work. Alternatively, Tacoma Power, at its discretion, may require payment in advance for Tacoma Power Make-Ready Work based upon the estimated cost of such work. In such case, upon completion, Licensee shall pay Tacoma Power's actual cost of Tacoma Power Make-Ready Work.

- B. **Scheduling of Tacoma Power Make-Ready Work.** In performing all Tacoma Power Make-Ready Work, to accommodate Licensee's Attachments, Licensee will endeavor to include such work in its normal work schedule. If Licensee requests that the Tacoma Power Make-Ready Work be performed on a priority basis or outside of Tacoma Power's normal work hours, Licensee will pay any resulting increased costs. Nothing in this Agreement shall be construed to require Tacoma Power to perform Licensee's work before other scheduled work or Tacoma Power service restoration.
- C. **Written Approval of Installation Plans Required.** Before making any Attachments to Tacoma Power's Poles, Licensee must obtain Tacoma Power's written approval of detailed plans for the Attachments. Such detailed plans shall accompany a Permit application as required under Section IV.

D. Licensee's Installation/Removal/Maintenance Work. 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 Tacoma Power's Poles or other attaching entities facilities or equipment. All such work is subject to the insurance requirements of Section XIV.

All of Licensee's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all applicable regulations specified in Section VII. Licensee shall assure that any person installing, maintaining, or removing its Attachments is fully qualified and familiar with all Applicable Standards indicated in Section XV.

Tacoma Power will complete Tacoma Power Make-Ready Work on Tacoma Power Poles within ninety (90) days of receipt of payment. If there are extenuating circumstances that make the necessary Tacoma Power Make-Ready Work more complicated or time-consuming, including, but not limited to, the number of Poles, seasonal weather conditions, Tacoma Power shall identify those factors in the Tacoma Power Make-Ready Work estimate and the parties shall agree upon a reasonable timeframe for completion.

E. Restrictions / Who May Perform Tacoma Power Make-Ready Work. Tacoma Power Make-Ready Work shall be performed only by Tacoma Power or its contractor. If Tacoma Power cannot perform the Tacoma Power Make-Ready Work to accommodate Licensee's Attachments within ninety (90) calendar days of Licensee's approval of Tacoma Power 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 instance, qualified contractor, if allowed, must be pre-approved by Tacoma Power.

Tacoma Power will not replace Poles to provide space for Attachments except under the following conditions:

1. The Pole in Question does not meet current standards for height.
2. If the Pole in question must be replaced due to poor conditions, then replacement with a standard height pole will be at Tacoma Power's expense. If the condition of the Pole does not warrant replacement, then replacement with a standard height Pole will be at the Licensee's expense.
3. Tacoma Power may replace the Pole in question with a taller Pole to allow space for Company's Attachment(s) if Company pays for and accepts responsibility for all costs for the new Pole and all costs associated with Pole replacement.
4. Tacoma Power shall have sole responsibility and authority for determining height standards and condition of Poles.

F. Third Party Make-Ready Work. Company shall coordinate and arrange for any Third Party Make Ready Work required in order to provide space on Tacoma Power's poles for Company's Attachments. Tacoma Power shall not be responsible, be liable, or have any obligation for arranging, coordinating, or costs for Third Party Make Ready Work. Third Party Make Ready Work must comply with all Applicable Standards and the third party's Master Pole Attachment Agreement and Permits with Tacoma Power.

VI. APPROVAL

A. Application Review and Approval. Upon submission of a complete Application, Tacoma Power will review and within sixty (60) days approve or deny the Application, as appropriate and pursuant to the intent of this Agreement.

B. Tacoma Power's Approval Limitations. Tacoma Power's review and approval for the proposed attachments is not intended as a comprehensive engineering review/analysis of the request and all associated implications. It shall remain the sole responsibility of the Licensee to ensure the installation meets all code and permitting requirements. Further, consent by Tacoma Power to the construction or maintenance of any Attachments by Licensee shall not be deemed consent, authorization, or acknowledgment that Licensee has obtained all required authorizations with respect to such Attachment or that the proposed plans, construction, or maintenance are correct, meet professional or engineering standards, are sufficient, or are fit for a particular purpose.

C. Discretion to Refuse or Withhold Approval. Tacoma Power may refuse to approve an Application where, in Tacoma Power's sole opinion, there is insufficient Capacity on a Pole for the Licensee's Attachment, or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standards. Further, Tacoma Power may refuse to approve an Application where any of Licensee's other Attachments are not in compliance with the applicable Permit or this Agreement or where Licensee is out compliance with the terms and obligations of this Agreement. Licensee must bring other Attachments into compliance and otherwise be in Compliance with this Agreement before Tacoma Power shall approve additional Attachments.

D. Permit Issuance. Tacoma Power may approve an Application if, in its sole judgment, exercised reasonably, Tacoma Power determines that it (1) has sufficient Capacity to accommodate the requested Attachments, (2) Licensee meets all the requirements set forth in this Agreement, and (3) the Attachment and Application complies with all Applicable Standards. Upon approval, Tacoma Power shall send Licensee an executed Permit substantially in the form of Appendix A, Pole Attachment Permit, consenting in whole or in part to the Attachments requested in the Application. This Agreement shall not in itself constitute any such consent.

E. Necessary Authorizations. Before Licensee may occupy any 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 Attachments on public or private property. Tacoma Power retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued. Licensee's obligations under this Section VI 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 Attachments. Licensee shall defend, indemnify, and reimburse Tacoma

Power for all losses, costs, and expenses, including reasonable attorney's fees that Tacoma Power may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Attachments on Tacoma Power's Poles or to provide particular services.

- F. Installation Deadline and Notice.** Once Tacoma Power has approved the Licensee's Application, the Licensee must install its Attachments within one hundred and eighty (180) days of the Permit Effective Date stated on the subject Pole Attachment Permit, a sample form of which is attached hereto as Appendix A., If Licensee fails to install its Attachments within said one hundred and eighty (180) days it will relinquish its rights under the Permit and forfeit its Application fee. A one-time, thirty (30) day extension may be granted at Tacoma Power's discretion if requested prior to the permit expiration date. Licensee shall inform Tacoma Power's Joint-Use Coordinator, Business and Financial Management, by email, upon completing installation of approved Attachments. Failure to notify Tacoma Power within fifteen (15) days of completion of construction may result in the suspension or rejection of additional pole attachment permit applications.
- G. Joint Pole Ownership.** The Agreement is intended to be applicable to poles owned in whole or part by Tacoma Power. The Licensee will need to obtain additional authorization from CenturyLink in order to attach to jointly owned poles. CenturyLink may require a pole attachment fee from the Licensee.
- H. Revocable Nonexclusive License.** No use, regardless of duration, of any Pole owned by Tacoma Power, 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 Pole. Any permission or Permit to use Tacoma Power's Poles granted by Tacoma Power is a revocable, nonexclusive license to install and maintain Attachments to said Poles. Neither this Agreement nor any Permit granted pursuant to this Agreement, shall constitute an assignment of any Tacoma Power rights to its Poles or any other Tacoma Power owned facility. Notwithstanding anything to the contrary in this Agreement, Licensee shall remain, at all times, a licensee only.
- I. Permitted Uses.** Use of Tacoma Power's Poles is limited to those uses specified in this Agreement and associated Permits. No other use shall be allowed without Tacoma Power's express written consent.
- J. No Forfeiture of Tacoma Power Rights.** No Permit granted under this Agreement shall extend, or be deemed to extend, to any of Tacoma Power's Poles to the extent that the Licensee's Attachments would result in a forfeiture of Tacoma Power's rights. Any Permit that would result in forfeiture of Tacoma Power's rights shall be deemed invalid as of the date that Tacoma Power granted it. Further, if any of Licensee's existing Attachments, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Licensee shall promptly remove its Attachments upon receipt of written notice from Tacoma Power. If Licensee does not remove its Attachments in question within thirty (30) days of receiving written notice from Tacoma Power, Tacoma Power 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 Tacoma Power for liability, costs, and expenses, including reasonable attorney's fees that may accrue during Licensee's challenge.

VII. REQUIREMENTS FOR ATTACHMENT

- A. Qualified Electrical Workers.** The Licensee must employ or hire certified electricians as defined in WAC 296-45-035.
- B. Access / Climbing Space.** The Licensee's Attachments shall not impede access to climbing space or in any way disturb or conflict with Tacoma Power's equipment or any other entity's equipment.
- C. Costs / Make-Ready Work.** The Licensee is responsible for, and shall pay, all costs associated with its Attachments on Tacoma Power Poles including, but not limited to, Tacoma Power Make-Ready Work and maintenance of such Attachments. **Section V Make-Ready Work**, discusses requirements associated with Tacoma Power and Third Party Make-Ready Work that must be performed to accommodate the Licensee's Attachments relative to Tacoma Power Poles and equipment. The Licensee shall pay and/or reimburse Tacoma Power for Tacoma Power Make-Ready Work performed, and for costs incurred, by Tacoma Power pursuant to this Section VII.
- D. Abandonment, Relocation, Replacement, Rebuild, or Removal of Pole.**
1. If at any time Tacoma Power desires or is required to abandon, relocate, replace, rebuild or remove any of its Poles on which Licensee Attachments are located, Tacoma Power shall provide Licensee thirty (30) day written notice prior to the date it intends to abandon, relocate, replace, rebuild or remove said Pole or Poles. The Licensee shall change the location of its Attachments as necessitated by Tacoma Power's abandonment, relocation, replacement, rebuild or removal of a Pole. All such Attachment changes shall be made at Licensee's sole cost and expense. If the Licensee fails to make or complete any changes required hereunder within thirty (30) days of notification, Tacoma Power, at its discretion, may perform such changes, at Licensee's sole risk, and invoice Licensee for reimbursement of all costs incurred.
 2. For Poles located in unincorporated Pierce County, pursuant to Pierce County policy, utilities may receive a "Utility in Good Standing" designation if they maintain compliance with Pierce County policies and regulations relative to utility facilities in Pierce County right of ways. A utility that receives the "Utility in Good Standing" designation is not required to obtain permits for a certain defined class of work. This designation, therefore, provides a "Utility in Good Standing" with significant benefits in terms of avoided permit fees and avoided costs associated with time spent obtaining permits. Licensee's failure to remove Attachments as directed herein may result in Tacoma Power losing its status as a "Utility in Good Standing" within its service territory located in Pierce County. If Tacoma Power loses said status due to Licensee's failure to perform its removal obligation, then, Licensee shall reimburse Tacoma Power for the following costs until Tacoma Power's "Utility in Good Standing" status is reinstated:
 - a. The costs for all future Pierce County permits Tacoma Power would not have been required to obtain if it was a "Utility in Good Standing" and
 - b. Administrative costs incurred by Tacoma Power in obtaining said permits.

- E. Attachment Requirements.** All Licensee Attachments shall be in accordance with requirements of Subsection XIV of this Agreement and all Applicable Standards, including the State of Washington Administrative Code (WAC) Chapter 296-45-045; National Electric Safety Code ("NESC"), and all franchises, Codes and Tacoma Power standards as now in force or as revised or amended in the future.

VIII. PERFORMANCE OF WORK

- A. Work Requirements.** The Licensee shall perform the Work in a skillful manner, in accordance with Section XV of this Agreement, and including WAC Chapter 296-45-045, NESC, and amendments or successor codes, standards, and all franchise requirements. The Licensee shall ensure that the Work and its equipment are in all respects (1) safe, (2) of first-class quality, (3) free from all faults and defects in workmanship, material and design, and (4) in conformance with the requirements of this Agreement.
- B. Surveys and Inspections.** Tacoma Power reserves the right to perform preliminary surveys prior to the actual installation of Licensee's Attachments, to inspect each new Attachment of Licensee after placement, and to make periodic inspections of Licensee's Attachments. Within thirty (30) days of receiving written notice from Tacoma Power, Licensee shall correct all Attachments that Tacoma Power identifies as being out of compliance with Applicable Standards. These surveys and inspections, or the absence of surveys and inspections, shall not operate to or in any manner impose any legal duty or liability on Tacoma Power or relieve the Licensee of any responsibility, obligation, duty or liability assumed under this Agreement or imposed by any Applicable Standard or applicable law, rule or regulation.
- C. Corrections.** The Licensee shall, as soon as is practically possible, correct or replace any Work or equipment found to be defective or not in conformity with the requirements of this Agreement. If Licensee fails to perform any Work, corrections and/or replacements as required by this Agreement, Tacoma Power may perform such Work, corrections, and/or replacements at the Licensee's expense. Tacoma Power reserves the right to charge for the crew time used to inspect/re-inspect installations that do not meet the code standards.
- D. Debris.** The Licensee shall, at all times, keep its work areas cleared of rubbish, refuse and other debris and in a neat, clean and safe condition. Upon completion of any portion of any of the Work, Licensee shall immediately remove all rubbish, refuse and other debris and all of its equipment and surplus materials associated or resulting from the Work. If Licensee fails to do so, Tacoma Power may perform such removal at the Licensee's expense.
- E. Notice of Street Light Installation.** It shall be the Licensee's responsibility to notify the Tacoma Power Hybrid Fiber Coax (HFC) Construction Division when installation has been completed. It is the Licensee's responsibility to ensure that all Applicable Standards have been met.

IX. INVENTORY

- A. The Licensee shall submit inventories in an electronic Excel spreadsheet format, flash drive or other format specified by Tacoma Power annually, on or before December 15th. Failure to provide inventories may result in Tacoma Power hiring a contractor to conduct said inventory at Licensee's expense. Inventory shall list all Attachments, contacting Pole numbers and addresses. The inventory may not be used in lieu of a Pole Attachment Application. The Licensee shall include with the inventories a listing of any Attachment the Licensee has removed from Poles since the last inventory. The Licensee shall identify the Pole from which the Attachment was removed, describe the removed Attachment, and indicate the approximate date of removal.
- B. Upon request, the Licensee shall furnish to Tacoma Power, as part of the inventories, an up-to-date electronic map depicting the locations of its Attachments.
- C. Notwithstanding Subsection A above, Tacoma Power reserves the right to conduct its own inventory of the Licensee's Attachments at any time, but not more than once per year, at the Licensee's expense.
- D. Attachments not previously applied for and listed in the inventory shall be deemed to be an Unauthorized Attachment and will be billed an Unauthorized Attachment Fee as provided in Section X. E. below.

X. FEES

- A. **Payment of Fees.** Licensee shall pay to Tacoma Power the fees specified in Schedule 1.
- B. **Application Fee.** The Licensee will submit a nonrefundable Application fee with each Application. Schedule 1, Pole Attachment Agreement Fees, contains the Application fee schedule.
- C. **Security Deposit.** Tacoma Power reserves the right to request a security deposit for Attachments hereunder as it may deem necessary. If required, and upon written notice by Tacoma Power, the Licensee will promptly pay a security deposit for Attachments. Upon termination of this Agreement, the security deposit will be returned to the Licensee, less any outstanding fees, penalties and/or other costs associated with the Licensee's Attachments per this Agreement. The applicable security deposit, as determined by Tacoma Power, is set forth in the attached Schedule 1, Pole Attachment Agreement Fees.
- D. **Attachment Fees.** The Licensee shall pay Tacoma Power fees for the Licensee's Attachments semiannually per the Attachment fee schedule, Schedule 1, "Pole Attachment Agreement Fees" which is attached to this Agreement. The Licensee's obligation to pay for its Attachments commences on the Permit effective date.
- E. **Unauthorized Attachment Fees.** Unauthorized Attachments shall be billed at five times the current fee for authorized Attachments ("Unauthorized Attachment Fee"). The Licensee's obligation to pay the Unauthorized Attachment Fee commences on the date Tacoma Power discovers any Unauthorized Attachments.

- F. Fee / Deposit Modification.** Every April 1, Tacoma Power may review and modify, as appropriate, the Attachment fees, the Application fee, and/or security deposit, to account for changes in Tacoma Power's cost accounting methodology and policies, legal and/or regulatory changes, operation of Tacoma Power's system, or any other justifiable costs and/or reasons not delineated in this Agreement. Tacoma Power will provide written notice of the change. Changes in the fees will apply to all Attachments covered by this Agreement commencing with the subsequent July 1 to December 31 billing period. If an application is submitted after April 1, such rate shall apply.
- G. True-Up.** Whenever Tacoma Power, in its discretion, requires advance payment of estimated cost to Tacoma Power Make-Ready Work 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 Tacoma Power for the difference in cost, provided that Tacoma Power documents such costs with sufficient detail to enable Licensee to verify the charges. To the extent that Tacoma Power's actual cost of the activity is less than the estimated cost, Tacoma Power shall refund to Licensee the difference in cost.
- H. Make-Ready Fees.** The Licensee shall pay and/or reimburse Tacoma Power for all costs associated with Tacoma Power Make-Ready Work completed by Tacoma Power and/or a Tacoma Power's contractor. The Company shall also be responsible for the costs of Third Party Make Ready Work if such Third Party Make Ready Work is caused by or necessitated by making room for Company's additional Attachments or modification of one of Company's existing Attachments or to comply with Standard/code clearance requirements.
- I. Failure to Timely Transfer, Abandon or Remove Facilities.** Company will be charged an Unauthorized Attachment fee if the Company fails to change the location of its attachment within thirty (30) days of notification as set forth in VII. REQUIREMENTS FOR ATTACHMENT.
- J. Field Inspection Fee.** The Licensee shall pay Tacoma Power for all costs associated with Inspections conducted outside of the Permit Application process.

XI. BILLING

A. Billing Procedure.

1. Tacoma Power will invoice Licensee for Attachment Fees semi-annually in January (for the period of January through June) and in July (for the period of July through December) of each year during the Term.
2. Within thirty (30) calendar days of the date Tacoma Power discovers any Unauthorized Attachments, Tacoma Power may invoice the Licensee for Unauthorized Attachment Fees for the current Billing Period, provided however, Tacoma Power will prorate such fees as appropriate.
3. For the final invoice, (upon termination) within thirty (30) calendar days after the first day of January or July, as applicable, Tacoma Power shall invoice the Licensee for Attachment fees for the current Billing Period, provided however, Tacoma Power will prorate such fees as appropriate.

- B. Payment.** The Licensee shall pay all invoices within thirty (30) days of receipt. All payments shall be made in immediately available funds payable to Tacoma Power, or by wire transfer to a bank named by Tacoma Power. If Tacoma Power does not receive payment for any fees or other amount owed within thirty (thirty) calendar days after it becomes due, the Licensee shall pay interest to Tacoma Power at the rate of one percent (1%) per month, or the maximum interest allowed by law, on the amount due. Nonpayment of any undisputed amounts due under this Agreement beyond sixty (60) days shall constitute a material default of this Agreement. Payment must include invoice number on check.
- C. Interest on Unpaid Balances.** Interest on any unpaid amounts (including amounts placed in escrow) will bear interest until paid at the rate of 1% per month. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by Tacoma Power.
- D. Taxes.** Licensee shall pay all applicable and lawful value-added, sales, use, excise, and other taxes, duties, imposts, fees or charges (collectively "Taxes") properly levied or imposed on it by a duly constituted and authorized taxing or other governmental authority with respect to the Licensee's use of the Poles whether or not such amounts are required to be collected Tacoma Power under applicable law. In addition, Tacoma Power will invoice and Licensee shall pay all state, local, and federal taxes and franchise, tariff, and agreement fees (if any), imposed upon Tacoma Power with respect to its activities contemplated under this Agreement. In the event that any authority with jurisdiction imposes a tax on any aspect of the transactions contemplated hereunder including but not limited to taxes imposed pursuant to Chapter 82.29A of the Revised Code of Washington, Licensee agrees to indemnify, defend, and save harmless Tacoma Power from and against such taxes or other Taxes and any penalties and interest thereon or costs associated with any attempts to collect the same.
- E. Billing Dispute.** In the event of a billing dispute between Tacoma Power and the Licensee, Tacoma Power will continue to provide service under this Agreement as long as the Licensee continues to make all payments not in dispute, and pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Licensee fails to meet this requirement for continuation of service, then Tacoma Power may provide notice to the Licensee of its intention to terminate this Agreement and apply the security deposit to owed amounts.

XII. LIABILITY, INDEMNIFICATION, AND EXCULPATION

- A. Risk and Duty to Inspect.** Licensee agrees to use Tacoma Power's Poles at Licensee's sole risk. Licensee acknowledges and agrees that it has an obligation to inspect the Poles and/or premises surrounding said Poles prior to commencing any work on said Poles.
- B. Indemnity / Hold Harmless.** Unless caused by the sole negligence or willful misconduct of Tacoma Power its employees, contractors or agents, the Licensee releases and agrees to defend, indemnify and hold harmless Tacoma Power, its successors and assigns, and its respective directors, officers, employees and agents of Tacoma Power and its successors and assigns (collectively referred to as the "Indemnitees") from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to reasonable attorneys' fees) arising out of or in connection with any Attachments,

Permits, the performance of any Work, the operation of any equipment or the Licensee's system, or the acts or omissions of the Licensee or any of its suppliers or contractors of any tier, the respective successors and assigns of the Licensee or any such suppliers or contractors, the directors, officers, employees and agents of each of the foregoing, or anyone acting on the Licensee's behalf in connection with said Attachments, performance of Work or operation of equipment or the Licensee's system.

- C. Scope.** Such indemnity, protection and hold harmless shall include any demand, claim, suit or judgment for damages to property or injury to or death of persons, including officers, agents and employees of either party hereto including payment made under or in connection with any Worker's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused or contributed by the erection, maintenance, presence, use or removal of Licensee's Attachments or by the proximity of the respective cables, wires, apparatus and appliances of Licensee including any claims or demands of customers of the Licensee with respect thereto. The Licensee hereby acknowledges that it is waiving employer immunity under Title 51 RCW, the Industrial Insurance Law, and that this Agreement has been mutually negotiated.
- D. Service Interruption.** Tacoma Power shall not be liable to the Licensee or to the Licensee's customers, and the Licensee hereby indemnifies, protects and saves harmless Tacoma Power against any and all such claims or demands, suit or judgment for loss, liability, damages and expense by the Licensee's customers, for an interruption to the service of the Licensee, or for interference with the operation of the Licensee's Attachments, and/or appliances of the Licensee, or for interference with the operation of the Licensee's Attachments, and/or wires and appliances of the Licensee.
- E. Third Parties.** To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless shall apply to and for the benefit of the Indemnitees. This Section XII shall not be intended or interpreted to provide any person an independent claim or course of action based upon third party doctrine.
- F. Consideration.** Tacoma Power is willing to permit Attachments for the fees described in Schedule 1 only in consideration of and in reliance upon such release, indemnity and hold harmless.
- G. DISCLAIMER.** TACOMA POWER MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO TACOMA POWER'S POLES OR THE PREMISES SURROUNDING SAID POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND TACOMA POWER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. TACOMA POWER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- H. Environmental Hazards.** Licensee represents and warrants that its use of Tacoma Power's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Tacoma Power's Poles or transport to Tacoma Power's Poles any Hazardous Substances and that Licensee's Attachments will not constitute or contain and will not generate any Hazardous Substance in violation of federal, state, or local law now or hereafter in 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 Attachments would not release any Hazardous Substances. Licensee and its agents, contractors, and subcontractors shall defend, indemnify, and hold harmless Tacoma Power 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 Tacoma Power's Poles attributable to Licensee's use of Tacoma Power's Poles.

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

XIII. FORCE MAJEURE

An event of Force Majeure means any act of Nature, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. Neither Party will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement.

XIV. WORKER'S COMPENSATION, INSURANCE AND BONDS

- A. **Workers Compensation and Employer's Liability.** The Licensee shall ensure that, with respect to all persons performing the Work, (including Make-Ready Work) for or on its behalf, the Licensee or its suppliers or contractors maintain in effect at all times during the term coverage or insurance in accordance with the applicable laws relating to worker's compensation and employer's liability (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law. The Licensee shall furnish to Tacoma Power such assurance and evidence of such coverage or insurance (such as copies of certificates of insurance and Certificates of Compliance issued by the Washington State Department of Labor and

Industries) as Tacoma Power may request. Tacoma Power reserves the right to accept self-insurance from the Licensee.

- B. Commercial General Liability.** The Licensee shall obtain, and maintain continuously for the term of this Agreement, at its own expense, an ISO form, occurrence based (not "claims-made") Commercial General Liability insurance policy, with endorsements and/or other insurance necessary to provide coverage for the Work and other activities and services of this Agreement. The Commercial General Liability policy (CGL) shall have policy limits no less than \$2,000,000 combined single limit of liability each occurrence with general aggregate limit of no less than \$4,000,000. The insurance carrier issuing the policy must have an A.M. Best rating of at least A and be legally admitted and licensed to do business in the State of Washington. The City of Tacoma, Department of Public Utilities shall be named as an additional insured on said CGL policy and said policy shall be primary over and non-contributing to any insurance or self-insurance program of the City of Tacoma.
- C. Deductible / Self-Insurance.** The insurance coverage required by this Section shall not be subject to a deductible or self-insured retained limit of liability, in excess of \$10,000 without the Licensee having first received the written consent from the City of Tacoma. Licensee agrees to indemnify and hold the City of Tacoma harmless from the obligation to pay the deductible or self-insured retained limit of liability as if the City of Tacoma were an additional insured without the self-insured retained limit or deductible.
- D. Cross Liability.** Such insurance shall include a "cross liability," "severability of interests," or "separation of insured" clause indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom the claim is made or suit is brought.
- E. Certificate of Insurance.** Prior to commencement of performance of any of the Work, including Third Party Make-Ready Work if performed by or on behalf of the Company, the Licensee shall provide Tacoma Power a certificate of insurance with its endorsements as evidence of coverage. The company or companies issuing such insurance and the policies issued shall be subject to approval by Tacoma Power.
- F. Notice of Claims.** The Licensee shall promptly advise Tacoma Power of all claims relating to damage to property or injury to or death of persons arising or alleged to have arisen in any manner by, or directly associated with, the erection, maintenance, presence, use or removal of the Licensee's equipment. Copies of all accident or other reports made to any insurer by the Licensee shall be furnished to Tacoma Power.
- G. Additional Assurances.** The Licensee shall also furnish Tacoma Power with such additional assurance and evidence of such insurance (including, but not limited to: copies of insurance policies, declaration pages, and endorsements) as Tacoma Power may from time to time request to reasonably verify the insurance coverage types and limits required hereunder are in effect. Within thirty (30) days after any notice of termination, cancellation, expiration or alteration in any policy of insurance required under this Agreement, the Licensee shall deliver to Tacoma Power a Certificate of Insurance acceptable to Tacoma Power with respect to any replacement policy.

- H. Subrogation.** The Licensee shall ensure that any policies of insurance that the Licensee or any of its suppliers or contractors of any tier carry as insurance against property damage or against liability for personal injury (including death) shall include a provision therein providing a waiver of the insurer's right to subrogation against the Indemnitees. To the extent permitted by its insurance policies Tacoma Power hereby waives all rights of subrogation for damages to its properties against the Licensee, its successors and assigned, and the respective directors, officers, employees and agents of the Licensee and its successors and assignees.
- I. Liabilities and Obligations.** The requirements of this Agreement as to insurance and acceptability to Tacoma Power of insurers and insurance to be maintained by the Licensee are not intended to and shall not in any manner limit or qualify the liabilities and obligations of or assumed by the Licensee under this Agreement.
- J. Bonds.** In addition, the Licensee shall furnish to Tacoma Power, at such times and in such forms as Tacoma Power may in writing request, surety bonds with performance, payment and maintenance clauses payable to Tacoma Power.

XV. COMPLIANCE WITH LAWS

- A. Applicable Standards.** In connection with any Attachments, in the performance of the Work, and in the operation of equipment pursuant to this Agreement, the Licensee shall comply (and shall ensure that the equipment, the Work, and all of the Licensee's suppliers and contractors of any tier comply) with all Applicable Standards. Applicable Standards means:
1. All applicable laws, ordinances, rules, regulations, orders, licenses, permits, franchises and other requirements, now or hereafter in effect, of any governmental authority;
 2. All applicable engineering, industry, and safety standards and codes governing the installation, maintenance, and operation of electric utility facilities and the performance of all work in or around electric utility facilities and includes the most current versions of the National Electric Safety Code ("NESCA"), the National Electric Code ("NEC"), and the regulations of the Occupational Safety and Health Administration ("OSHA"); and
 3. Tacoma Power's construction standards, specifications, rules, and regulations which apply to Licensee's Work and/or Third Party Make-Ready Work and will be provided by Tacoma Power to the Licensee on request; in addition, Construction Standards are available on the Tacoma Power website:

<http://www.mytpu.org/tacomapower/electrical-permitting/electrical-construction-standards.htm>
 4. In the event any of the above Applicable Standards conflict with one another, the Licensee shall comply with the most stringent of the conflicting standards as determined by Tacoma Power.

- B. Compliance.** The Licensee shall furnish such documents as may be required to effect or evidence compliance. All laws, regulations and orders required to be incorporated in agreements of this character are hereby incorporated herein by this reference. If Licensee's Attachments violate or are not in compliance with any applicable laws, ordinances, rules, regulations, orders, licenses, permits, franchises and other requirements, now or hereafter in effect, of any governmental authority or if said governmental authority requires any change to Licensee's Attachments then Licensee shall complete said changes and bring its Attachments into compliance.

XVI. EMERGENCIES

- A.** In the event of an emergency, as defined in Section II, relating to the Attachment, Licensee shall immediately contact Tacoma Power at the emergency phone number below and take immediate action to correct any safety or use problems, including but not limited to the actions in Section VIII, "Performance of Work," even if the full repair cannot be made at the time, in order to protect persons and property or to allow use of the area on which the pole is located. The Parties' respective emergency phone numbers are as follows:

Tacoma Power: (253) 502-8602

Licensee:

- B.** In the event that Tacoma Power cannot reach Licensee at the emergency number listed above, Tacoma Power shall, in its sole judgment, repair Licensee's Attachment or associated equipment in order to protect persons and property, at the Licensee's sole expense.

XVII. NONWAIVER

The failure of Tacoma Power to insist upon or enforce strict performance by the Licensee of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

XVIII. ASSIGNMENT; SUCCESSORS AND ASSIGNS; SUB-LICENSING

- A. Assignment.** The Licensee shall not assign, transfer or otherwise dispose of any of the privileges granted under this Agreement without prior written notice to, and the written consent of, Tacoma Power. Any assignment, transfer or disposition of such privileges without the prior written notice to and/or the written consent of Tacoma Power as required under this Article shall be deemed a material breach of this Agreement. In no event will an assignment or transfer permitted hereunder constitute or effect a release of Licensee with respect to any liabilities or any of Licensee's obligations under this Agreement unless such release is expressly granted by Tacoma Power in writing.

B. Sub-Licenses or Leases. Without Tacoma Power'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 Tacoma Power's Poles or to place Attachments for the benefit of such third parties on Tacoma Power's Poles. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Attachments by third parties that involves no additional Attachment is not subject to this Section XVIII.B.

XIX. ENTIRE AGREEMENT

- A.** The terms and provisions contained in the Agreement, Schedule 1, and Appendix A to this Agreement, constitute the entire agreement between the Parties. This Agreement may be modified, extended or renewed only by written amendment, executed by the duly authorized representative of both Parties. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their representative capacity as indicated.
- B.** This Agreement supersedes any and all prior agreements, with respect to Attachments.
- C.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- D.** The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive expiration or termination of this Agreement.

XX. APPLICABLE LAW

This Agreement shall be interpreted, governed by, and construed under the laws of the State of Washington. The Parties agree and stipulate that in the event any litigation should occur concerning or arising out of this Agreement, the sole venue of any legal action shall be the Pierce County Superior Court of the State of Washington. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

XXI. NOTICES AND OTHER COMMUNICATIONS

- A. Notices.** Any formal notice, request, approval, consent, instruction, direction or other communication given by either Party or to the other pursuant to this Agreement shall be in writing and shall be delivered by either (1) certified first class mail, return receipt requested, or (2) by reputable overnight courier service to the individuals denoted below, unless otherwise directed in writing, at the address provided:

TO: Tacoma Power:

Tacoma Power
Business and Financial Management
ATTN: Joint-Use Coordinator
3628 S. 35th Street
Tacoma, WA 98409

TO: Company:

ATTN:

B. Invoices / Informal Notice. Billing invoices and informal notices, such as technical or routine business communications, may be transmitted by electronic mail. Either Party may from time to time change such address by giving the other Party written notice of such change in accordance with the provisions of this Section.

Licensee address for informal notices and billing purposes shall be as follows:

Licensee:

Attn:

Email Address:

Tacoma Power address for informal notices and billing questions shall be as follows:

Tacoma Power
Business and Financial Management
ATTN: Joint-Use Coordinator
3628 S. 35th Street
Tacoma WA 98409

Email Address: pwrjointutilities@cityoftacoma.org

C. Street Light Installation. It shall be the Licensee's responsibility to notify Tacoma Power Hybrid Fiber Coax Construction Division when installation is completed as indicated in Section VIII. E.

Tacoma Power
Hybrid Fiber Coax Construction Division:
kmathes@cityoftacoma.org
253-502-8851

XXII. HEADINGS

The headings of sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections.

*** Balance of Page Intentionally Left Blank ***

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

LICENSEE

By: _____ Date: _____

Printed Name: _____

Title: _____

Tax ID No.: _____

TACOMA POWER:

By: _____ Date: _____

Chris Robinson
Power Superintendent/COO

Approved:

Andrew Cherullo, Finance Director

Approved as to Form:

Deputy City Attorney

Schedule 1

Master Pole Attachment Agreement Fees

City of Tacoma
Department of Public Utilities
Tacoma Power

This Schedule sets forth the Fees for Attachment to Tacoma Power's Distribution System, together with applicable power supply and customer charges for Streetlight Attachments.

1. Attachment Fees:

Annual rate for Attachments: \$10.18

2. Application Fees;

Application Fee: \$175 per Application, up to 15 Poles, plus additional \$5 per Pole thereafter.

3. Security Deposit:

No security deposit is required as of the Effective Date of the Agreement, but Tacoma Power reserves the right, per Section IX. B. and at any time during the Term of the Agreement, to review its operational risks hereunder and require that Licensee provide a security deposit in an amount deemed necessary by Tacoma Power.

4. Pole Records and Maps:

Actual time and materials

5. Additional Charges For Electricity Supplied by Tacoma Power:

In addition to the annual Attachment Fees per Pole set forth above, the following monthly power cost and customer charges apply to, and shall be collected for, Attachments that require electricity supplied by Tacoma Power. The Licensee is responsible for and shall timely pay all such charges when invoiced by Tacoma Public Utilities:

- **Energy and Delivery charges** per the monthly rate specified in Tacoma Municipal Code Section 12.06.170 B. 1. and 2.
- **Customer charge** per the monthly rate specified in Tacoma Municipal Code Section 12.06.170 B. 3.

Note: All Fees and Charges specified in this Schedule 1 are subject to amendment by the City of Tacoma Public Utility Board and/or City Council. The Licensee shall be responsible for and shall pay the applicable annual Attachment fee(s) if and as adjusted per future Resolution(s) adopted by the Tacoma Public Utility Board, as well as all Schedule B rates applicable to power cost and/or customer charges as the same may hereafter be revised per future Ordinance(s) adopted by the Tacoma City Council.

Government Rate

Schedule 1 Master Pole Attachment Agreement Fees

City of Tacoma
Department of Public Utilities
Tacoma Power

This Schedule sets forth the Fees for Attachment to Tacoma Power's Distribution System, together with applicable power supply and customer charges.

1. Attachment Fees:

Annual rate for Attachments: \$10.18

Auxiliary wireline equipment enclosure: \$52.98

2. Application Fees:

Application Fee: \$175 per Application, up to 15 Poles, plus additional \$5 per Pole thereafter.

3. Security Deposit:

No security deposit is required as of the Effective Date of the Agreement, but Tacoma Power reserves the right, per Section IX. B. and at any time during the Term of the Agreement, to review its operational risks hereunder and require that Company provide a security deposit in an amount deemed necessary by Tacoma Power.

4. Pole Records and Maps:

Actual time and materials

5. Additional Charges for Electricity Supplied by Tacoma Power:

In addition to the annual Attachment Fees per Pole set forth above, the following monthly power cost and customer charges apply to, and shall be collected for, Wireless Telecommunication Attachments that require electricity supplied by Tacoma Power. The Company is responsible for and shall timely pay all such charges when invoiced by Tacoma Public Utilities:

- **Energy and Delivery charges** per the monthly rate specified in Tacoma Municipal Code Section 12.06.170 B. 1. and 2.
- **Customer charge** per the monthly rate specified in Tacoma Municipal Code Section 12.06.170 B. 3.

Note: All Fees and Charges specified in this Schedule 1 are subject to amendment by the City of Tacoma Public Utility Board and/or City Council. The Company shall be responsible for and shall pay the applicable annual Attachment fee(s) if and as adjusted per future Resolution(s) adopted by the Tacoma Public Utility Board, as well as all Municipal Code Schedule B rates applicable to power cost and/or customer charges as the same may hereafter be revised per future Ordinance(s) adopted by the Tacoma City Council.

EXHIBIT 2 – Time and Materials Quote



Department of Public Utilities – Light Division d/b/a Tacoma Power
 Attn: Business & Financial Management (ABS-G)
 3628 South 35th Street
 Tacoma, WA 98409

Date:	Account #:
Bill To Party:	Customer #:
	Quotation #:
	Valid To Date:
	Ref Order #:
Description of Tacoma Power Make-Ready Work:	
Make Ready estimate for Pole Attachment Applications # _____	
Description	Amount
Equipment	\$
Labor	\$
Materials	\$
Overhead	\$
<p>Quoted Amounts represent the ESTIMATED cost of time, material, and overhead to perform the Tacoma Power Make-Ready Work described above based on best available information. Quote excludes all applicable permit costs: Company is solely responsible for, and will separately obtain and pay the cost of, any applicable permit required to fully and properly perform the subject Make-Ready Work.</p> <p>The Company acknowledges that actual costs incurred by Tacoma Power may vary from the Estimated Quote Amount(s) and Company expressly agrees that it is responsible for any additional time and materials costs actually incurred by Tacoma Power, plus overhead. If, upon completion of the subject Make-Ready Work, the actual costs and overhead exceed the total pre-paid Quote Amount stated below, the Company is required to pay all such additional costs when invoiced by Tacoma Power. If actual costs and overhead are less than the total pre-paid Quote Amount, the unused balance of pre-paid funds will be refunded to Company.</p> <p>Please be advised that the final invoice or refund based on actual cost of Tacoma Power Make-Ready Work will be processed as soon as practicable following completion of such Work – typically within 3-4 weeks. You may call _____ at (253) 502- _____ to obtain information relating to the status of the work order.</p>	
<p><u>PLEASE SIGNED AND RETURN THIS T&M QUOTE, WITH A CHECK FOR FULL PAYMENT OF THE QUOTE AMOUNT, TO THE CONTACT/ADDRESS NOTED ABOVE.</u></p> <p>Please make check payable to "Tacoma City Treasurer."</p> <p align="center"><i>THIS QUOTE IS VALID FOR 45 DAYS</i></p>	

Appendix A

City of Tacoma
Department of Public Utilities
Tacoma Power

Master Pole Attachment Agreement
SAMPLES

Pole Attachment Permit Conditions & Instructions

Application

Detail Pole/Attachment Data

Map Sample



Pole Attachment Application - Form Instructions

- 1 Company must have a valid attachment agreement on file with Tacoma Power before application will be processed.
- 2 If utilizing sub-contractors, Company must submit a letter authorizing sub-contractor to perform work on their behalf. In addition, Company must provide a copy of their pole attachment agreement that governs their Pole Attachment Application(s) to all sub-contractors who submit said application(s) on their behalf.
- 3 All shaded areas are REQUIRED to be completed. Failure to provide complete information can result on a delay to process your request and/or denial to attach.
No approval, survey, or review work will be performed until a complete and accurate request has been submitted.
- 4 Applications for Street Light Attachments must meet submittal requirements set forth in Section IV of the pole attachment agreement, which shall include specification sheet(s) including Tacoma Power pole number(s), Company light number(s), and size/type of light.
- 5 Proposed attached method means: NEW DIRECT, REMOVAL, or OTHER.
- 6 Proposed attachment height needs to be specific. **Approximate height is not acceptable.**
- 7 A check, payable to City Treasurer, for all applicable fees and two full sets of your application must be mailed to Tacoma Power. An electronic copy of your application must also be emailed to pwrjointutilities@cityoftacoma.org. The application sets must contain the following documents:
 - Filled in and signed Application (Tab 1)
 - Filled in Detail Pole Attachment Data (Tab 2)
 - Legible map(s) of all poles on route and pole height block (Tab 3 example). Streets must be clearly identified and labeled.
- 8 Construction needs to be completed within 180 days unless a permit extension is granted by Tacoma Power.
- 9 A final construction inspection by Tacoma Power is required.



Permit # _____

Application Date _____

INSTRUCTIONS: This cover sheet must be completed for each application request. Complete all shaded areas. Any fields left blank may result in return of incomplete request.

Name of Attaching Company (MPAA holder)

Name of Applicant (Contractor)

Attaching Company Contact Person

Applicant Contact Person

Attaching Company Telephone Number

Applicant Contact Telephone Number & Email Address

Attaching Company Address

Applicant Address

City, State, ZIP

City, State, ZIP

Project Information:

Site Address:

Company's Reference Number:

Total # of New Contacts: _____

Total # of Removals: _____

Total # of Affected Poles: _____

Detailed Description of work:

Authorized Signature

Date

Printed Name & Title

Email Address

****Failure to supply requested information may delay acceptance of the application****

For Internal Use Only:

Applicant has a valid Franchise Agreement and/or other required agreements are in effect to operate within the franchise jurisdiction.



Detail Pole/Attachment Data

Permit # _____

1	2	3	4	5	6	7	8
Tacoma Power's Pole Number	Company's Light Number	Company's Map/Drawing Number	Proposed Attachment Method (see key below)	Size/Type of Light	Make Ready (Y / N)	Height of Attachment on Pole (Feet & Inches)	Include Original Permit # for removals
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

1. Tacoma Power Pole Number, can be up to 5 digits, obtained from TPU.
2. Company's Light Number, if applicable.
3. List drawing number of Company's map that shows this pole.
4. Enter proposed attachment method from key.
5. Enter size/type of street light.
6. Make Ready work that the Company has identified.
7. Enter specific height of proposed attachment. Approximate height is NOT acceptable.
8. If removing an existing attachment, include the original TPU issued permit number.

Proposed Attachment Method:

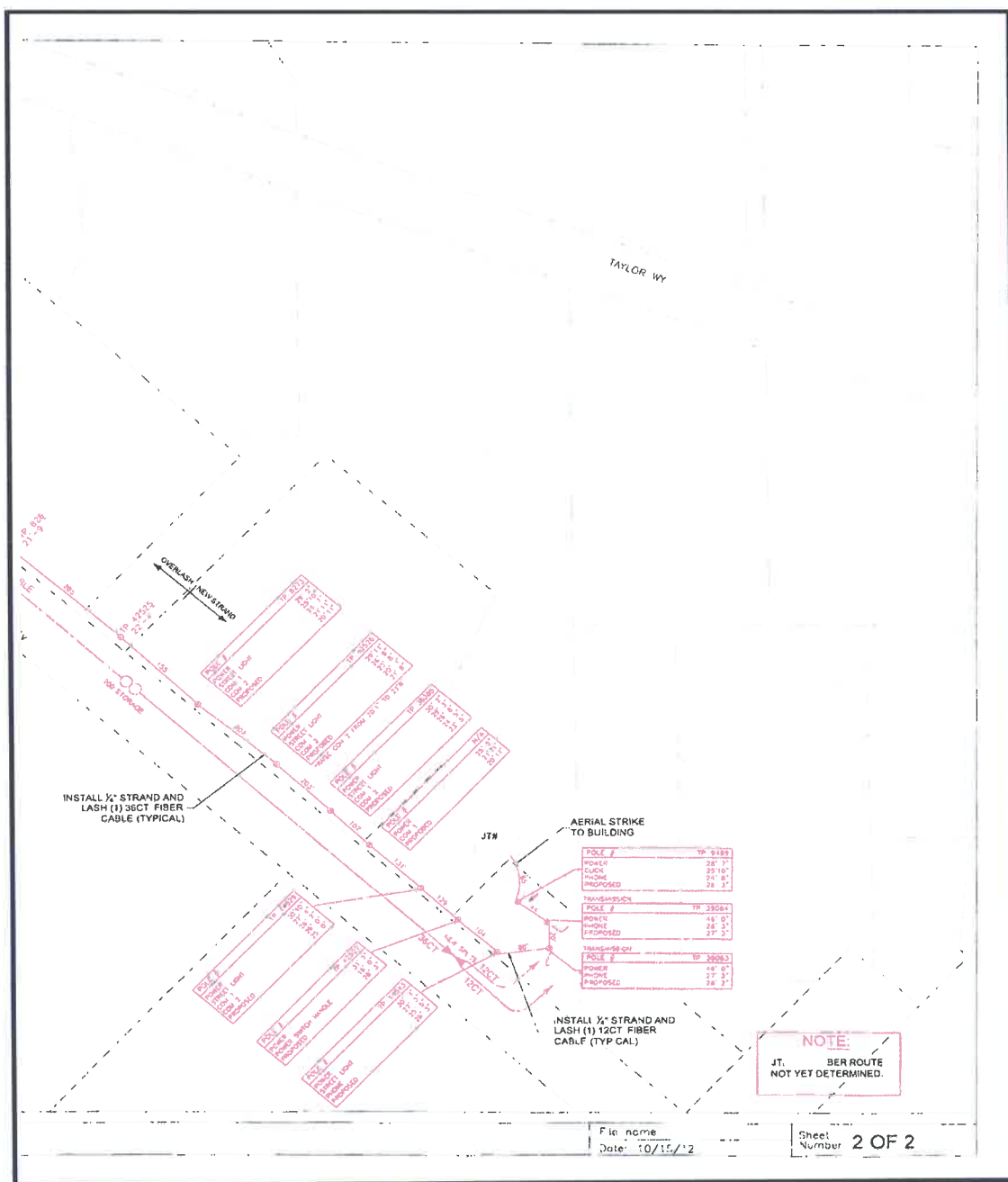
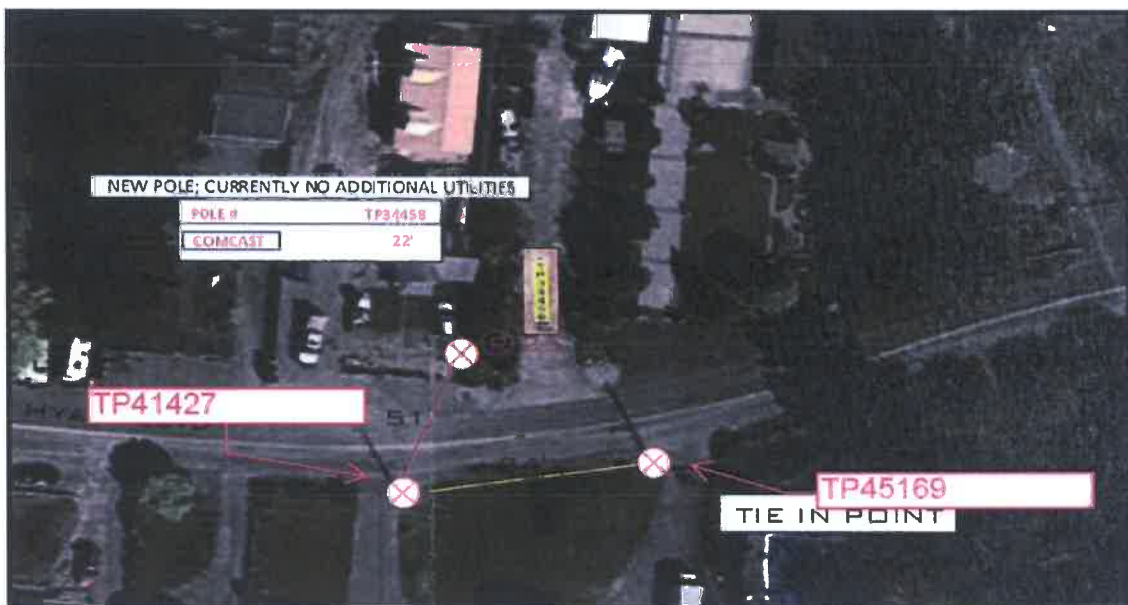
NEW = New Direct Attachment

REM = Removal

000 = Other, please specify

Company/Contractor's Name: _____

Attachment Site: _____



Tacoma Power's Make-Ready work can begin as soon as the signed T&M Quote and payment are received.

Quote Amount

\$

Please sign and return this Agreement along with the above specified deposit amount.
Checks will not be processed unless accompanied with this signed Agreement.

NOTE: By signing below, the **UNDERSIGNED** acknowledges the **ACCEPTANCE** of the terms and conditions set forth herein, formally represents he/she is authorized to accept this T&M Quote on behalf of the Company, and hereby requests Tacoma Power to perform the Make-Ready Work described above upon payment of the stated Quote Amount, which is the Estimated cost of such Work.

Accepted: _____

Date: _____

Printed Name: _____

Title: _____



3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

POLE ATTACHMENT PERMIT

Permit No. XXXX-XXX

Applicant:

Applicant Name
Applicant Street Address
City State, Zip

Site: Project Location (Ref # Applicant Reference Number)

Permit No. _____ is hereby **granted for** _____ **(XX) poles** as described on the list(s) and map(s) submitted as Appendix A, Pole Attachment Application received on _____. Tacoma Power Make-Ready Work was not required for this project.

Permit Effective Date: _____

Please note that you are required to furnish and install cable attachment identification tags (**code #** _____) at each pole per the attached Tacoma Powers Construction Standards C-OH-1060 and C-OH-9000. **Please notify Ken Mathes, (253) 502-8851, after strand placement and before equipment placement for a preliminary inspection.**

You are also required to notify Tacoma Power, through this office, in writing within 15 calendar days after your pole attachment project is completed. You may e-mail your completed notification to pwrjointutilities@cityoftacoma.org.

Expiration Date: _____

(180 days, unless otherwise approved in writing)

Tacoma Power
Department of Public Utilities

By: _____

Name: _____

Title: _____

Date: _____



**Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction**

C-OH-9000

Clearance Requirements

Clearances to Transmission Clearances from transmission to communication underbuild will be determined by the Tacoma Power Line Engineering Department. This standard does not list any clearances of communication cables to Tacoma Power transmission facilities.

Clearances to Distribution, Secondary and Supply Neutral Clearances to distribution, secondary and supply neutral conductors will follow the most current version of the NESC unless otherwise noted. At no time will the minimum NESC clearances be compromised.

Minimum clearance values listed for existing attachments do not allow for additional communication facilities to be installed at a later date.

New Attachments For new communication attachments to existing structures that wish to be installed above existing communications facilities the minimum clearance values must be present. If this is not the case make ready work is likely to be required.

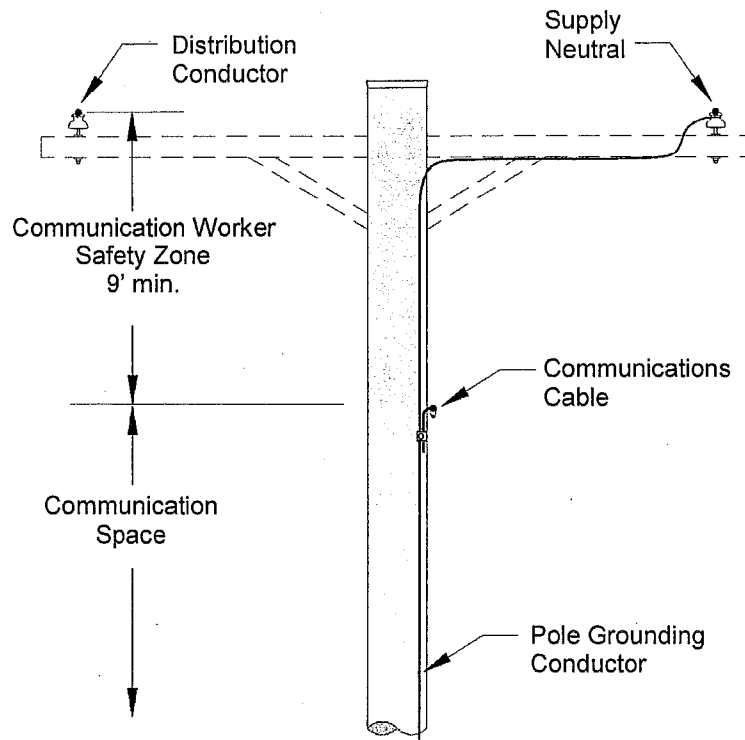
Clearances at Supports The minimum clearances at supports between Tacoma Power electrical supply conductors, equipment, and hardware and communication conductors and hardware attached to the same supports are listed in the figures that follow:

if...	and...	then refer to...
distribution/supply neutral conductors are mounted on a crossarm at the same level (either single or double arm construction)	there are no additional Tacoma Power conductors or equipment below the crossarm	Figure 3 (The clearance is measured from the tie wire or conductor clamp on the insulator to the top of the communication space)
distribution/supply neutral conductors are mounted on a crossarm at the same level (either single or double arm construction)	electrical equipment enclosure is mounted beneath the crossarm with no additional Tacoma Power conductors or equipment beneath it	Figure 4
the supply neutral is located in the common position on the pole	there are no secondary conductors on the pole	Figure 5
secondary conductor is located in the common position		Figure 6
a secondary riser is located on the pole		Figure 7

**Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction**

C-OH-9000

Figure 3 Clearance to Distribution/Supply Neutral Conductors on Pole with No Other Equipment or Conductors (e.g. 13.8 kV System or Supply Neutral on arm, etc.)



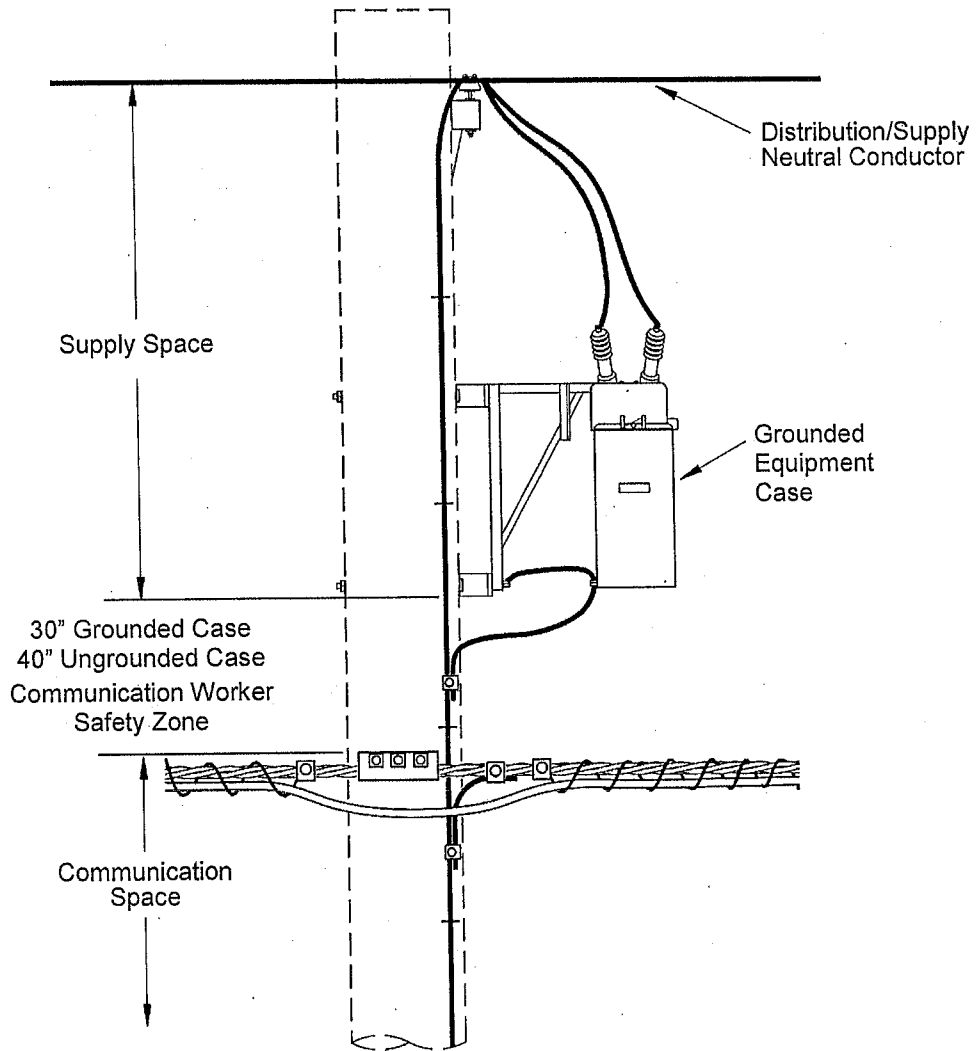
Minimum Clearance*
9 feet

* Clearances are designed so that Tacoma Power manlift equipment can move from the road side of the structure to the field side of the structure. The clearances exceed the NESC minimum clearance of 40 in.

Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction

C-OH-9000

Figure 4 Clearance to Equipment

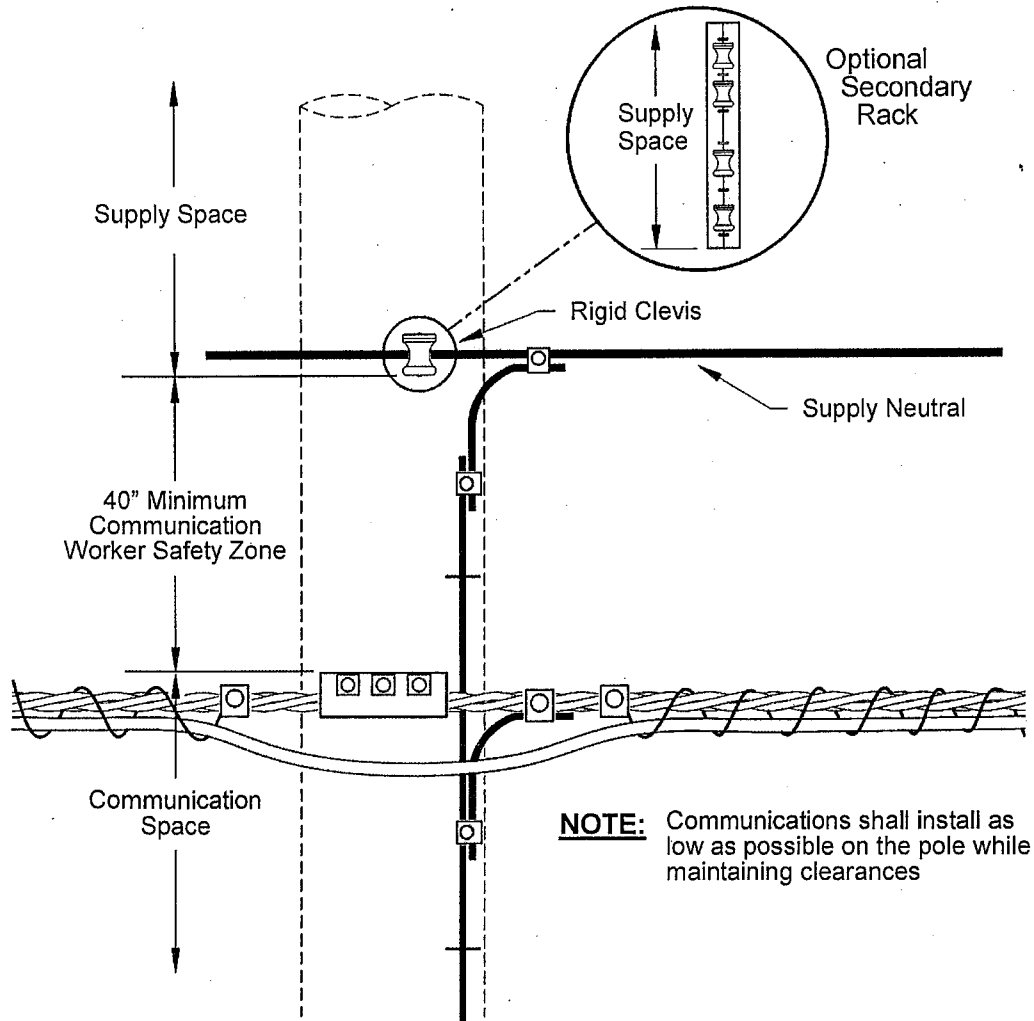


Minimum Clearance	
Grounded Case	Ungrounded Case
30 inches	40 inches

Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction

C-OH-9000

Figure 5 Clearance to Supply Neutral in the Common Position



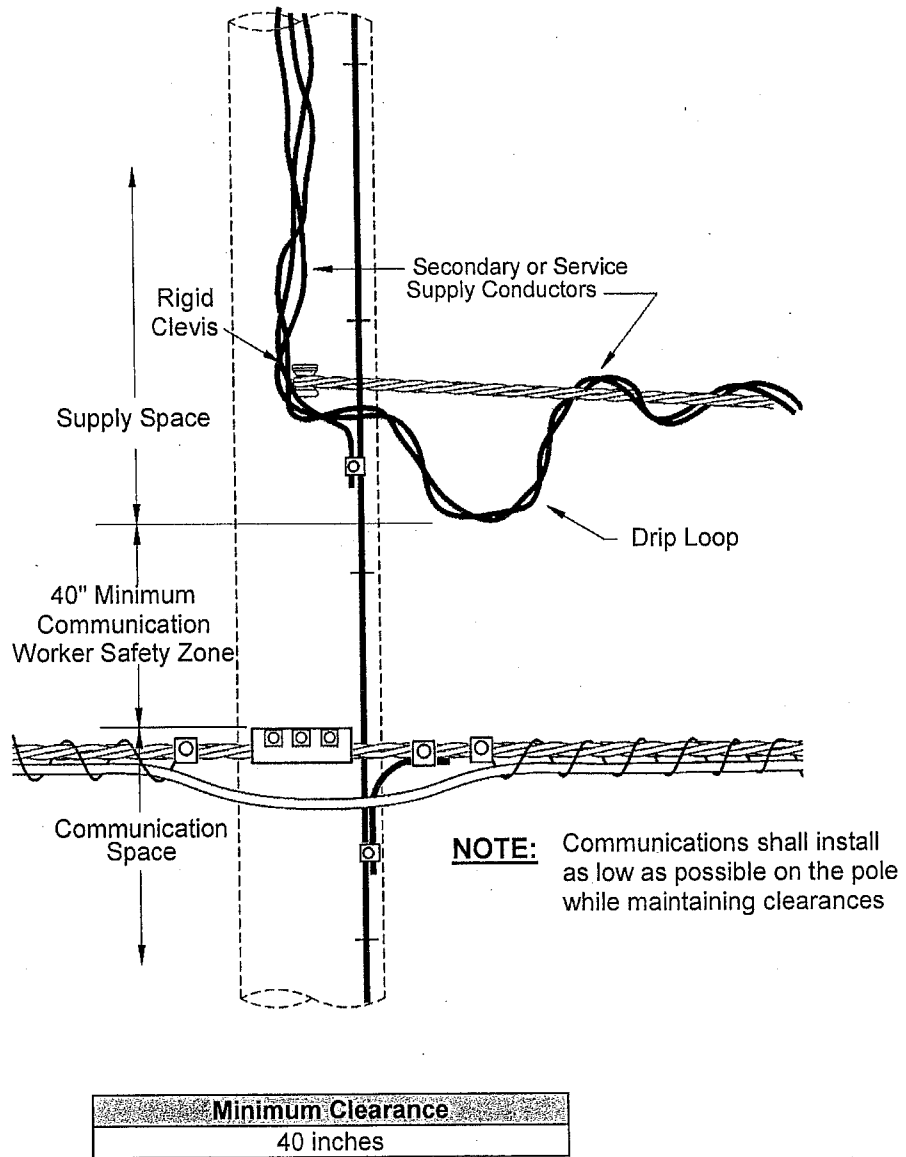
Minimum Clearance*
40 inches

* The minimum clearance may be reduced to 30 inches on a per structure basis as reviewed and approved by the Tacoma Power Line Section.

Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction

C-OH-9000

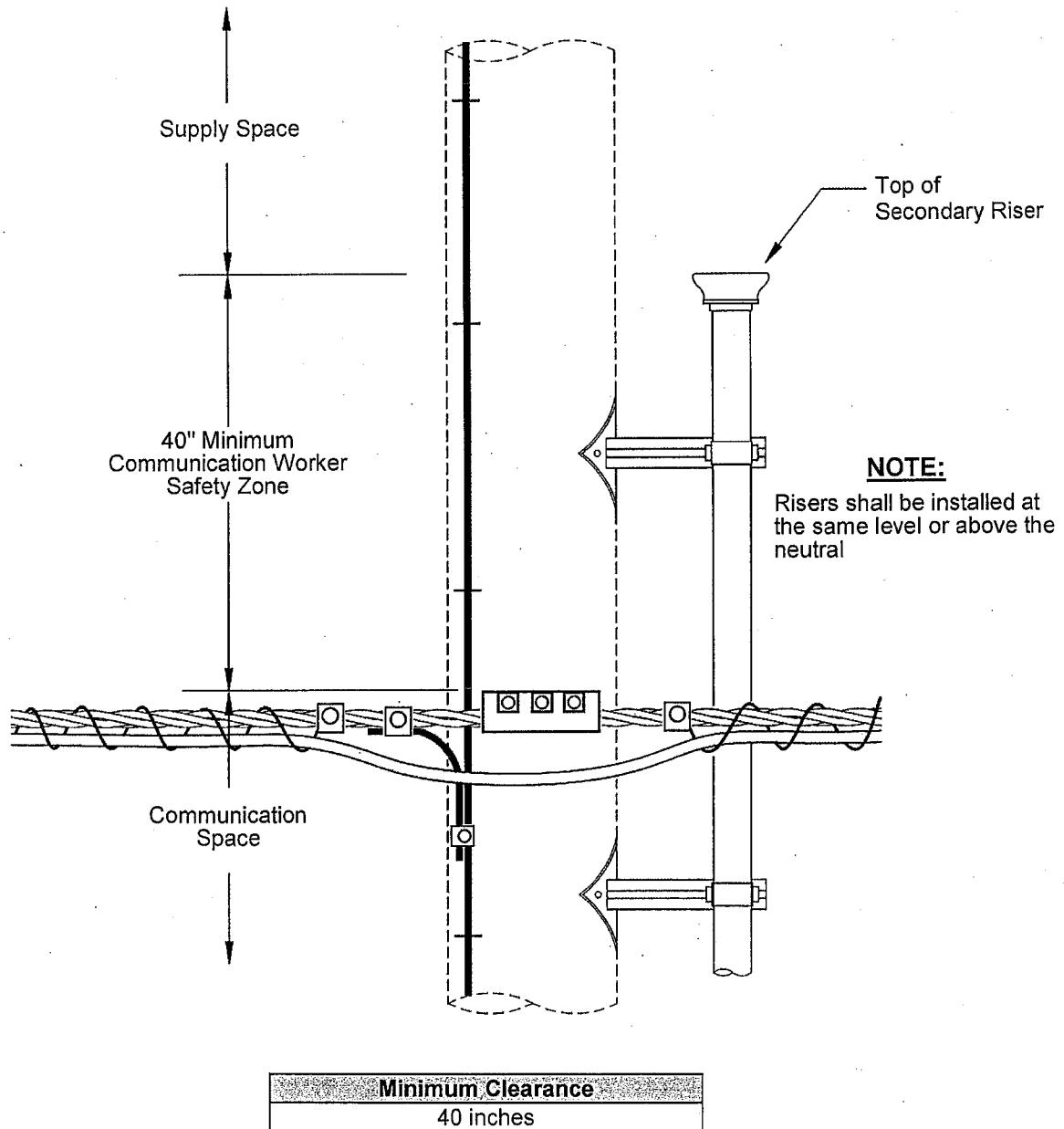
Figure 6 Clearance to Secondary Conductor in the Common Position



Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction

C-OH-9000

Figure 7 Clearance to Secondary Riser Termination (Top of the Conduit)



Customer Requirements Clearance Requirements for Overhead Joint Utility Construction

C-OH-9000

**Clearances at
Midspan
between
Supports**

The minimum clearances at midspan between Tacoma Power electrical supply conductors and communication conductors attached to the same supports are listed in the figures that follow:

If...	and...	then refer to...
distribution/supply neutral conductors are mounted on a crossarm at the same level (either single or double arm construction)	there are no additional Tacoma Power conductors or equipment below the crossarm	Figure 8
the supply neutral is located in the common position on the pole	there are no secondary conductors on the pole	Figure 9
secondary conductor is located in the common position		Figure 10

Figure 8

Midspan Clearance between Distribution Conductors and Communications Cables

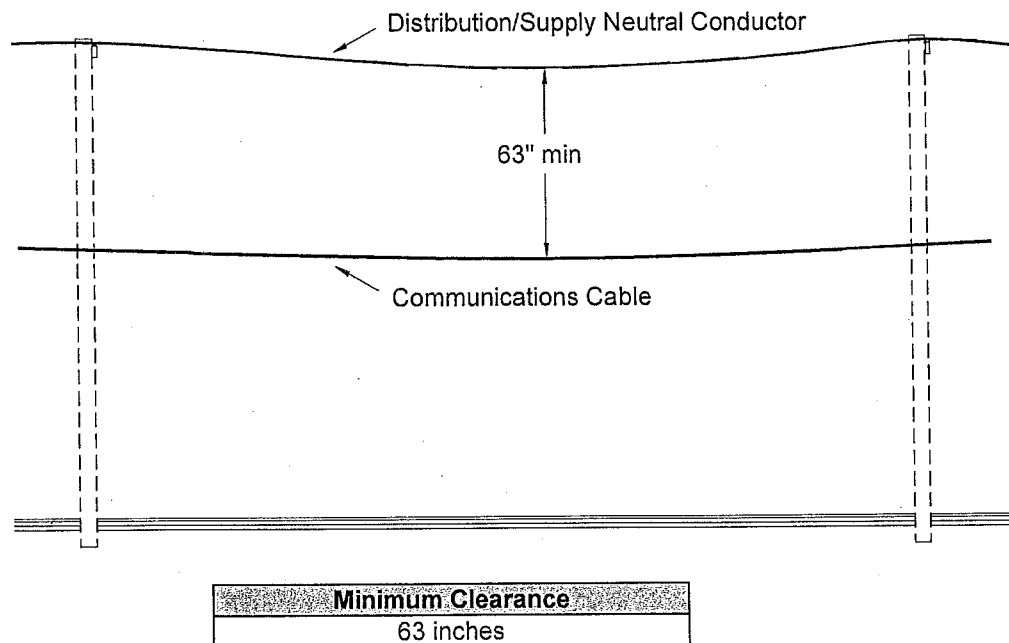


Figure 9 Midspan Clearance between Supply Neutral and Communications Cable

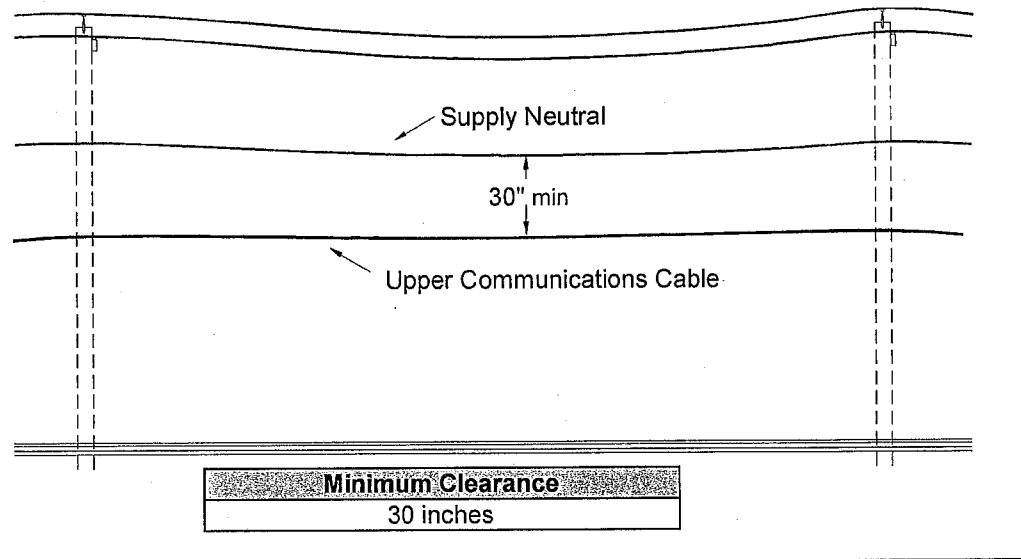
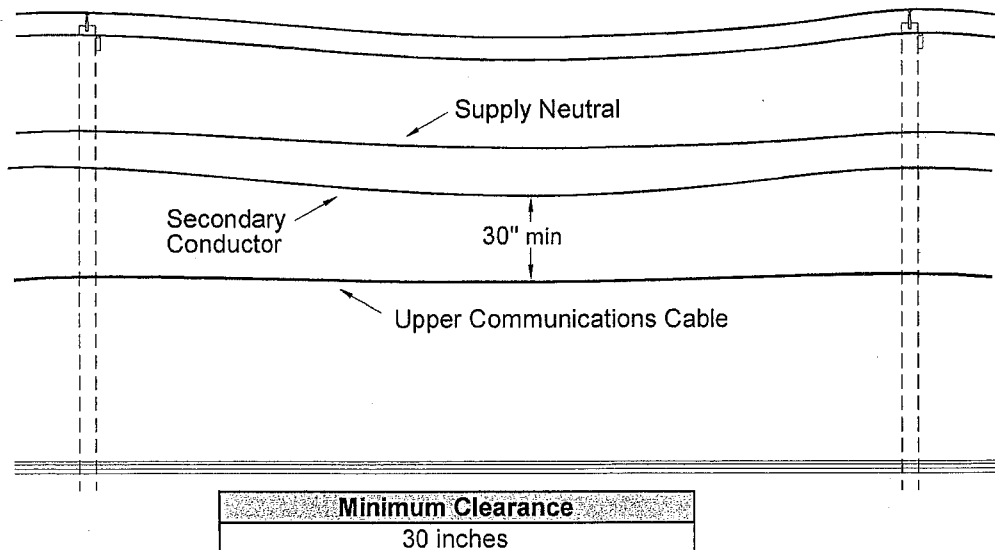


Figure 10 Midspan Clearance between Secondary Conductors and Communications Cable



Clearances to Street Lights

Clearances to street lights have been modified from the clearances to other electric supply facilities due to the nature of their installation.

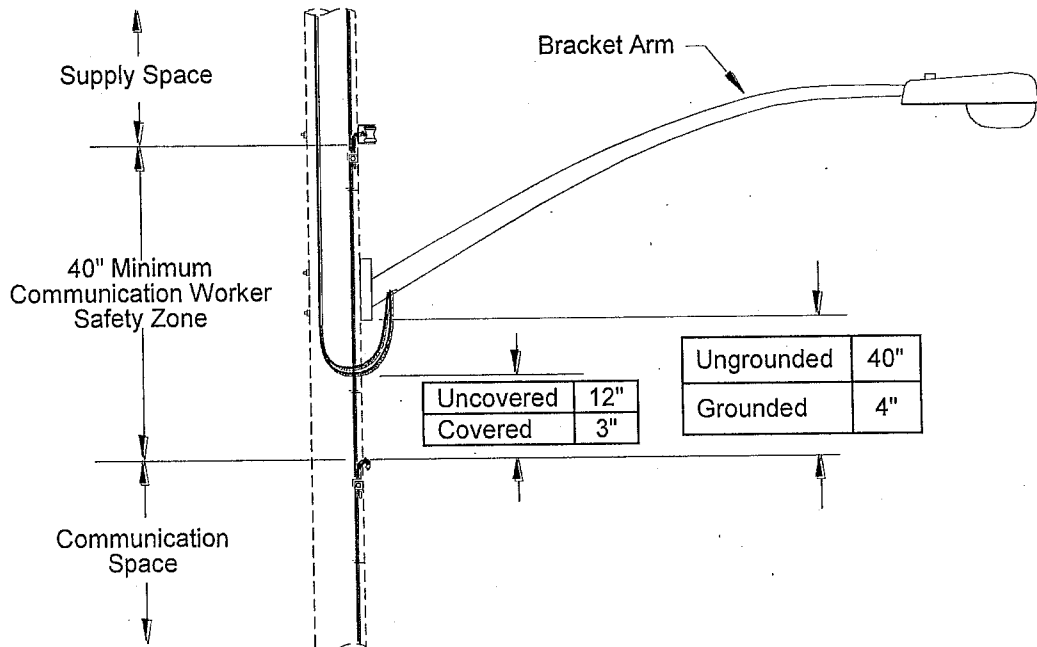
Clearances for Comm Cables Below Street Lights

When communication cables are installed below a street light on a structure, all of the following minimum clearances shall be met (see Figure 11):

Between the bottom of...	and the top of the...	The minimum clearance is...	
street light bracket arm	communication space.	Ungrounded bracket arm	40 inches
		Grounded bracket arm	4 inches
drip loop of street light supply wire	communication space.	Uncovered drip loop	12 inches
		Covered drip loop	3 inches

Figure 11

Clearances for Street Light Above Communications



Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction

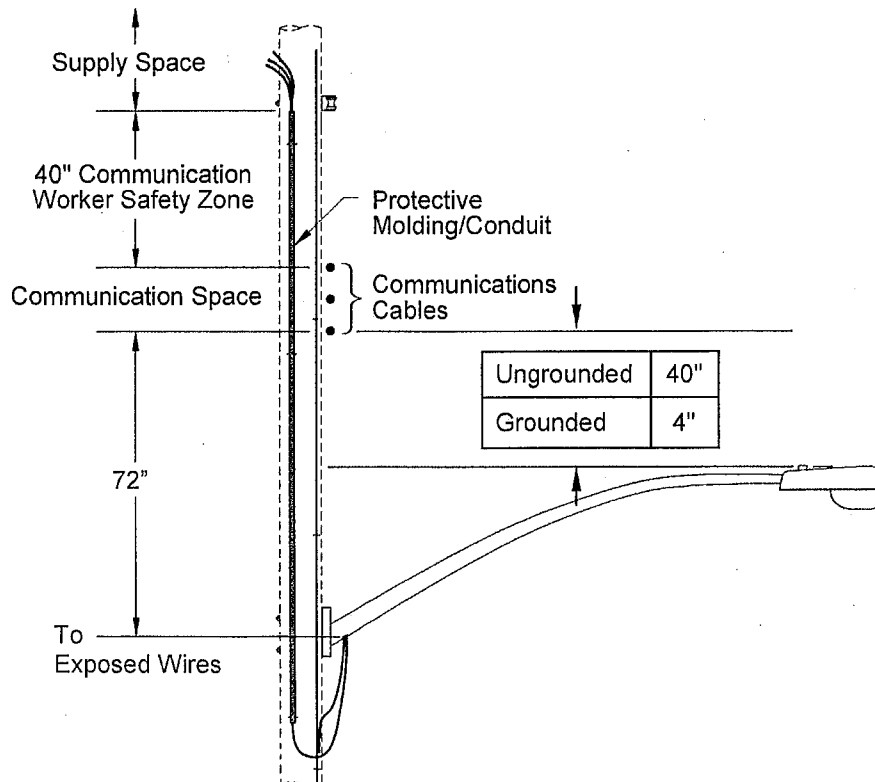
C-OH-9000

Clearances to Street Lights *(continued)*

Clearances for Comm Cables/Support arms Above Street Lights When communication cables/support arms are installed above a street light on a structure, all of the following minimum clearances shall be met (see Figures 12 and 13):

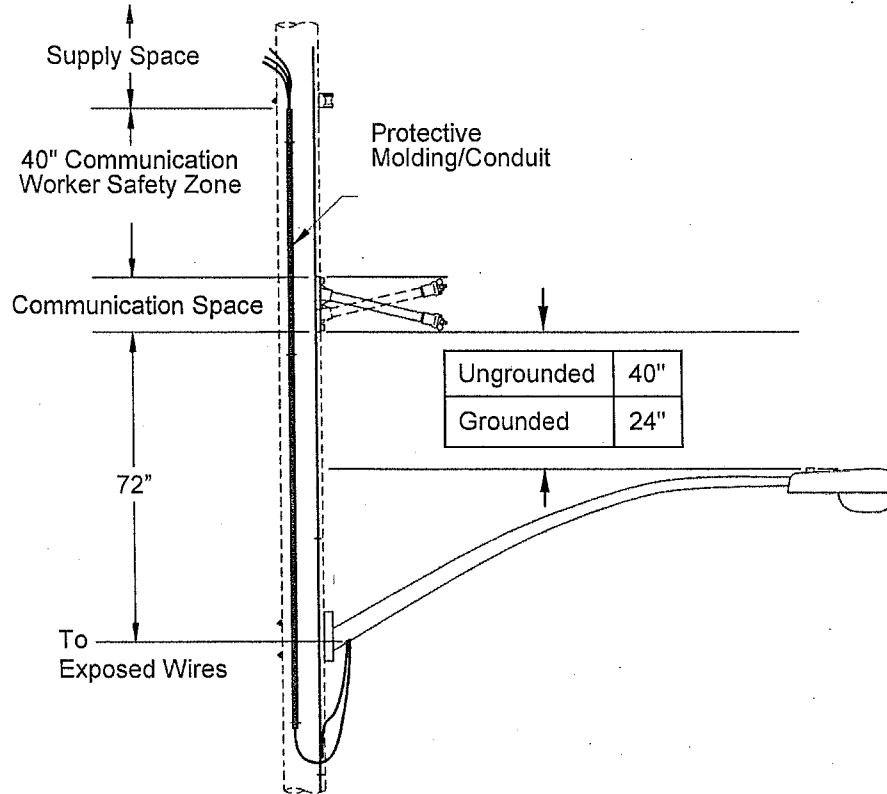
Between the...	and the...	The minimum clearance is...	
top of the street light bracket arm	lowest communication attachment	Ungrounded bracket arm	40 inches
		Grounded bracket arm	4 inches
top of the street light bracket arm	bottom of any communication support arm.	Ungrounded bracket arm	40 inches
		Grounded bracket arm	24 inches
bottom of the street light supply wire molding/conduit (where the wire is exposed at the drip loop)	lowest communication attachment.	72 inches	
top of the street light supply wire molding/conduit (where the wire is exposed)	highest communication attachment.	40 inches	

Figure 12 Clearances for Street Light Below Communication Cable



Clearances to Street Lights *(continued)*

Figure 13 Clearances for Street Light Below Communications Support Arm





**Customer Requirements
Pole Attachment Requirements for
Telecommunications (non-RF)**

C-OH-1060

Application

This standard establishes the attachment requirements to utility pole structures owned and operated by Tacoma Power and communication facilities owned and operated by others. This standard does not apply to antennas or other radio frequency (RF) emitting communication devices.

In This Standard

Topic	See Page
Terms	2
Attachment Requirements	2 - 7
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Order of Cable Attachment	4
Climbing Space	4
Cables, Messengers, Guys and Anchors	5
Risers	5
Tagging	6
Tag Specifications	6
Pole Drilling	7
Enclosure Mounting	7 - 9
Site Selection	7
Selection Criteria for Enclosures on Pole	7
Location of Enclosures on Pole	8
Location and Attachment of Service Riser	8
Ground Mounted Equipment	8
Electrical Inspection	8
Labeling	9
Grounding Requirements	11 - 12
Metallic Messenger Bonding	11
Nonmetallic Messengers	11
Enclosure Grounding	12



**Customer Requirements
Pole Attachment Requirements for
Telecommunications (non-RF)**

C-OH-1060

Terms

The following are definitions of terms used in this standard (see Figure 1):

Term	Definition
Joint Utility	For the purposes of this standard, any entity (utility, public agency, telecom company, or other) other than the electrical supply utility that is attached to the structure.
Communication Space	The space on joint-use structures where communication facilities are separated from the supply space by the communication Worker safety zone. This space is below the communication worker safety zone.
Communication Worker Safety Zone	That space as defined in National Electric Safety Code (NESC) Rule 235C4. This zone generally originates at the lowest point of the supply space. This space is intended to maintain a physical separation between supply and communication facilities. The minimum dimensions of this space shall at no time be violated.
Supply Space	The space on joint-use structures where supply facilities are separated from the communication space by the communication worker safety zone. This space is above the communication worker safety zone.
Distribution	Tacoma Power supply voltages of 7.2 kV to 15 kV.
Secondary	Tacoma Power supply voltages of 600 V or less.
Supply Neutral	Multi-grounded conductor for the supply system.

Attachment Requirements

Agreements, Permits and Codes

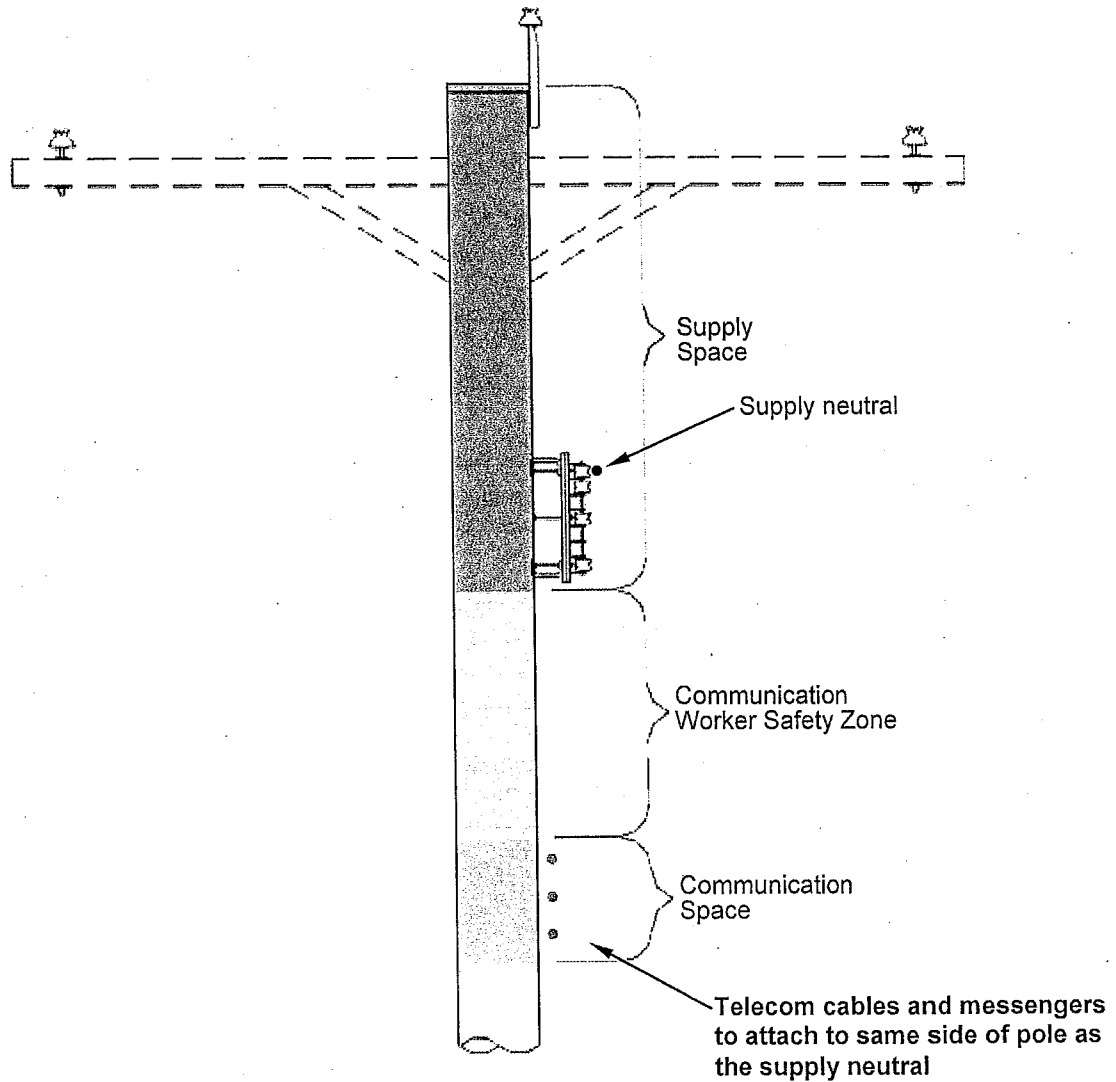
- Prior to attaching equipment to poles owned by Tacoma Power, a pole attachment agreement must be signed by all parties involved and the related pole attachment permit approved. Please contact Tacoma Power *Business and Financial Mgmt Dept* at pwrjointutilities@cityoftacoma.org.
- All attachments must meet the requirements for clearance and strength as specified by standard C-OH-9000 "Customer Requirements, Clearance Requirements for Overhead Joint Utility Construction" and the NESC, along with statutory, code, and other regulatory requirements established by the State of Washington, Pierce County, and local governments including the City of Tacoma.
- Attachments within the city limits of Tacoma must comply with the requirements of City of Tacoma Municipal Code, Title 16 and City of Tacoma franchise agreement.

Customer Requirements
Pole Attachment Requirements for
Telecommunications (non-RF)

C-OH-1060

Attachment Requirements *(continued)*

Figure 1 Illustration of Space Allocation on Pole



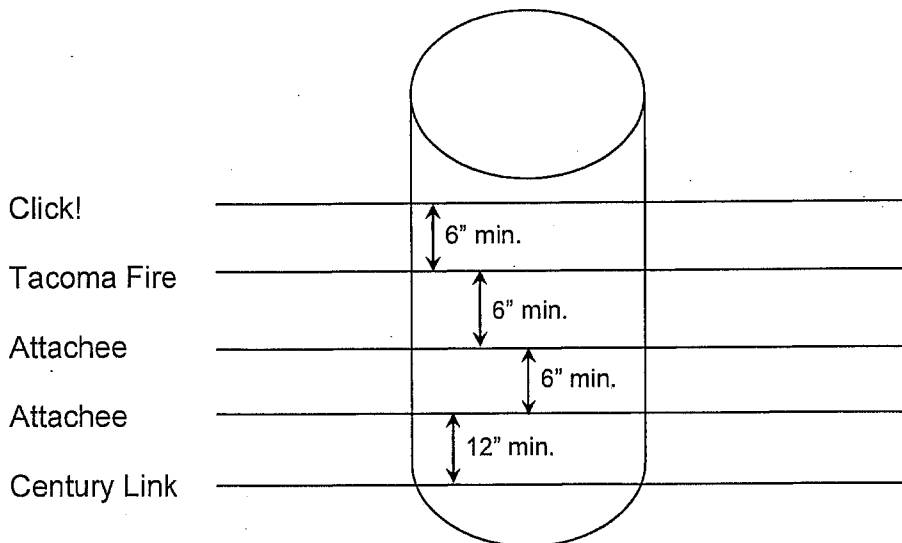
Customer Requirements
Pole Attachment Requirements for
Telecommunications (non-RF)

C-OH-1060

Attachment Requirements *(continued)*

Order of Cable Attachment	<p>On poles owned by Tacoma Power and those co-owned with Century Link Communications (formerly known as: Qwest), the order of telecom cable attachments will be as follows (see Figure 2):</p> <ul style="list-style-type: none"> • Top attachment shall be Tacoma Power HFC / Click! • Below Click! – Tacoma Fire • Middle attachments other attachees • Lowest attachment shall be Century Link (if present)
----------------------------------	---

Figure 2 Cable Attachment Clearances on Pole in Communication Space



Climbing Space	<ul style="list-style-type: none"> • Unless specifically designated by Tacoma Power, all poles shall be climbable to the requirements of the NESC.
-----------------------	---



Customer Requirements Pole Attachment Requirements for Telecommunications (non-RF)

C-OH-1060

Attachment Requirements *(continued)*

**Cables,
Messengers,
Guys and
Anchors**

Requirements for joint utilities' cables, messengers, guys and anchors.

For...	Do This...
Cables and Messengers	<ul style="list-style-type: none"> • Attach to the same side of the pole as the supply neutral (see Figure 1). • If the supply neutral is on a crossarm, then the telecom cables shall be installed on the road side of the pole. • Telecom attachments shall maintain 12 in. minimum vertical separation from each other according to the NESC (see Figure 2).
Cables, Messengers, Guys and Anchors	<p>Tension and/or guy the cable and/or messenger so that:</p> <ul style="list-style-type: none"> • the angle of the existing structures is not altered. • pole buckling does not occur. • the sag characteristics of the supply conductors and existing telecom conductors are not altered. <p>Also:</p> <ul style="list-style-type: none"> • Install anchors no closer than 6 ft. to another anchor. • Attachment to existing Tacoma Power anchors will require prior approval by Tacoma Power.

Risers

Telecom conduit risers shall follow the requirements below (see Figures 5 & 6):

- Risers shall be installed on standoff brackets. Standoff brackets shall be:
 - no lower than 8 ft. from the ground or other accessible surface.
 - mounted within 6 in. of the top end of any stick of conduit.
 - evenly spaced along the pole and no more than 10 ft. apart.
- If standoff brackets are already installed on the pole, the new riser(s) shall be attached to these standoffs.
- Spacing between the pole and conduit riser shall be a minimum of 4 in.
- Risers should be located on the field side of the pole and the pole quadrant most protected from traffic.
- The entire length of conduit riser should parallel the structure or pole, regardless of taper of the pole.
- The conduit can be extended to but no closer than 40 in. of the supply space.
- The total quantity of conduits on a pole for all the utilities shall not be more than 6 (six).



**Customer Requirements
Pole Attachment Requirements for
Telecommunications (non-RF)**

C-OH-1060

Attachment Requirements *(continued)*

Tagging Telecom companies are required to install a tag on their cables ***at each pole***. This benefits crews during pole replacements, repairs, and emergency service providers during emergencies. Tacoma Power has assigned identification codes to the organizations (identical to Seattle City Light, when applicable) as listed below.

Code	Organization	Code	Organization
001	Click!/U.P. School District	019	City of Fircrest
002	Tacoma Fire	020	City of Fife
003	Tacoma Traffic Signal	021	City of Tacoma Communications
004	Comcast	022	
005	Qwest/CenturyLink	023	Unite Private Networks
006	Rainier Group	024	Cellnet
007	Port of Tacoma	025	FatBeam
008		026	AT&T
009		027	Astound/Wave Broadband
010	Bethel School District	028	MClmetro
011	Pierce County	CPSD	Clover Park School District
012	City of Lakewood	CUST	Customer Owned
013	City of University Place	ELM	Elmhurst
014	Electric Light Wave/Integra	EMAN	Franklin Pierce School District/EMAN
015	Sprint	PARK	Parkland
016	360 Networks/ZAYO	PSE	Puget Sound Energy
017	Tacoma Water	PW	Public Works
018	University of Washington	RUST	Town of Ruston
		UNK	Unknown

Tag Specifications

Cable Identification tags shall be:

- Black on yellow (black numbering on yellow background).
- Minimum 2 in. x 3 in. size tags with numbers minimum 1 in. height.
- Non-conductive, UV resistant polyethylene.

Customer Requirements
Pole Attachment Requirements for
Telecommunications (non-RF)

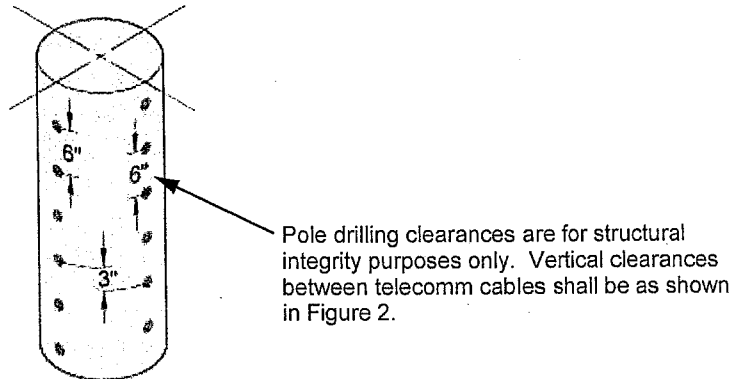
C-OH-1060

Attachment Requirements *(continued)*

Pole Drilling To maintain structural integrity of the pole, holes drilled into poles shall follow the table below (see Figure 3).

Activity	Description
Holes on same side of pole	Holes on same side of pole shall be no closer than 6 in.
Holes perpendicular to each other	Holes that are perpendicular shall be no closer than 3 in.
Hole Treatment	<ul style="list-style-type: none"> • Douglas Fir Poles: Treat holes with Tacoma Power's current approved preservative. • Cedar Poles: Do not require treatment.

Figure 3 Pole Drilling



Pole drilling clearances are for structural integrity purposes only. Vertical clearances between telecomm cables shall be as shown in Figure 2.

Enclosure Mounting

Site Selection Pole locations selected for enclosure attachment shall be forwarded to the Tacoma Power *New Services Engineering Office* for review. Pole attachments are approved on a pole-by-pole basis and Tacoma Power reserves the right to deny attachment to any pole.

Selection Criteria for Enclosures on Pole

- Enclosures **should** be mounted on clean tangent poles when possible.
Enclosures **should not** be mounted on poles that are in the following conditions:
- Deadend or double deadend corner poles with or without anchors
 - Poles that have supply buck leads (distribution lines extending in three directions)
 - Poles with switch handles that extend below the communication space
 - Poles that have existing equipment boxes such as:
 - control boxes for Tacoma Power equipment
 - other power supply, battery, etc.



Customer Requirements Pole Attachment Requirements for Telecommunications (non-RF)

C-OH-1060

Enclosure Mounting *(continued)*

Location of Enclosures on Pole

Enclosure mounting shall follow requirements listed below (see Figures 4 & 5):

- Mount under the transformer or other pole device.
- If transformer or other pole device does not exist, then mount enclosure in line with the OH distribution conductors and under the distribution crossarm. In the absence of a crossarm, mount enclosure under the distribution conductor and on the gain or pole tag side of the pole.
- No closer than 4 in. from the surface of the pole.
- Any power supply cable should be greater than 8 ft. from the ground.
- Enclosures mounted on poles with underground risers must allow at least a minimum quarter of a pole for climbing space.

Location and Attachment of Service Riser

Enclosures that require electrical service from Tacoma Power shall install electrical service risers as follows (see Figures 4 & 5):

- Follow all "Risers" requirements on page 5 of this standard.
- Service riser conduit shall be no smaller than 1-1/4 in. sch. 40 PVC and the first 10 ft. of conduit shall be PVC sch. 80.
- Conduit shall be continuous into enclosure.
- The additional conduit, weatherhead, conductor, and standoff brackets required to extend into the supply space shall be supplied on the pole for Tacoma Power to complete. Confirm with *Tacoma Power T&D Construction Office*.

Ground Mounted Equipment

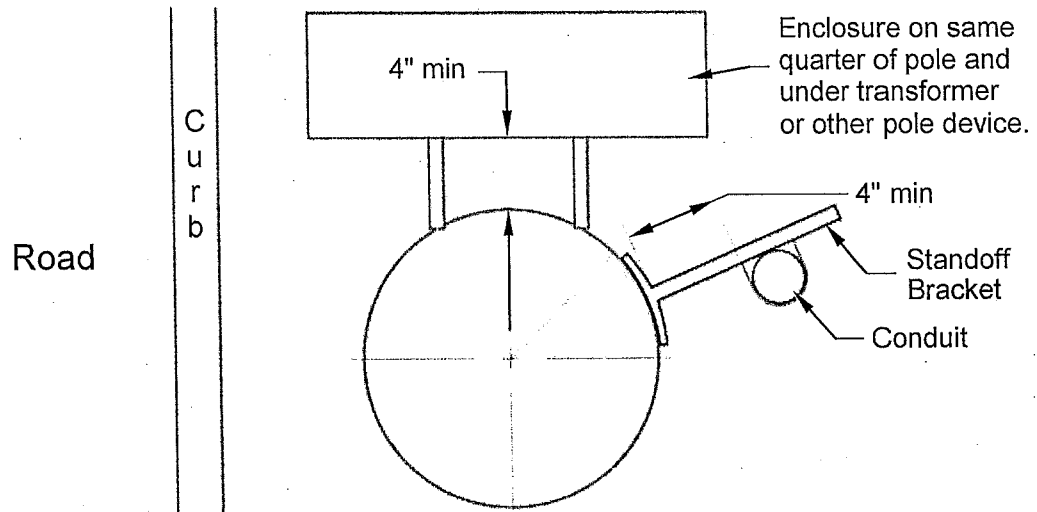
- Subsurface handholes and ground mounted pedestals should be:
 - located on the road or field side of the pole or grouped with any existing handholes/pedestals.
 - be a minimum 4 ft (6 ft to 10 ft preferred) from base of pole (see standard A-OH-4007 "Clearances for Poles")
- Do not install handholes/pedestals or underground conduit in the pole line where it would conflict with the future replacement of the pole.
- When the equipment must be placed in line with the pole, it should be located on the transformer, distribution crossarm, or other power equipment side of the pole.

Electrical Inspection

Electrical service for enclosures shall be inspected and approved by the Tacoma Power Electrical Inspection Office prior to energization.

Enclosure Mounting *(continued)*

Figure 4 Attachment Requirements for Enclosures and Risers



Labeling

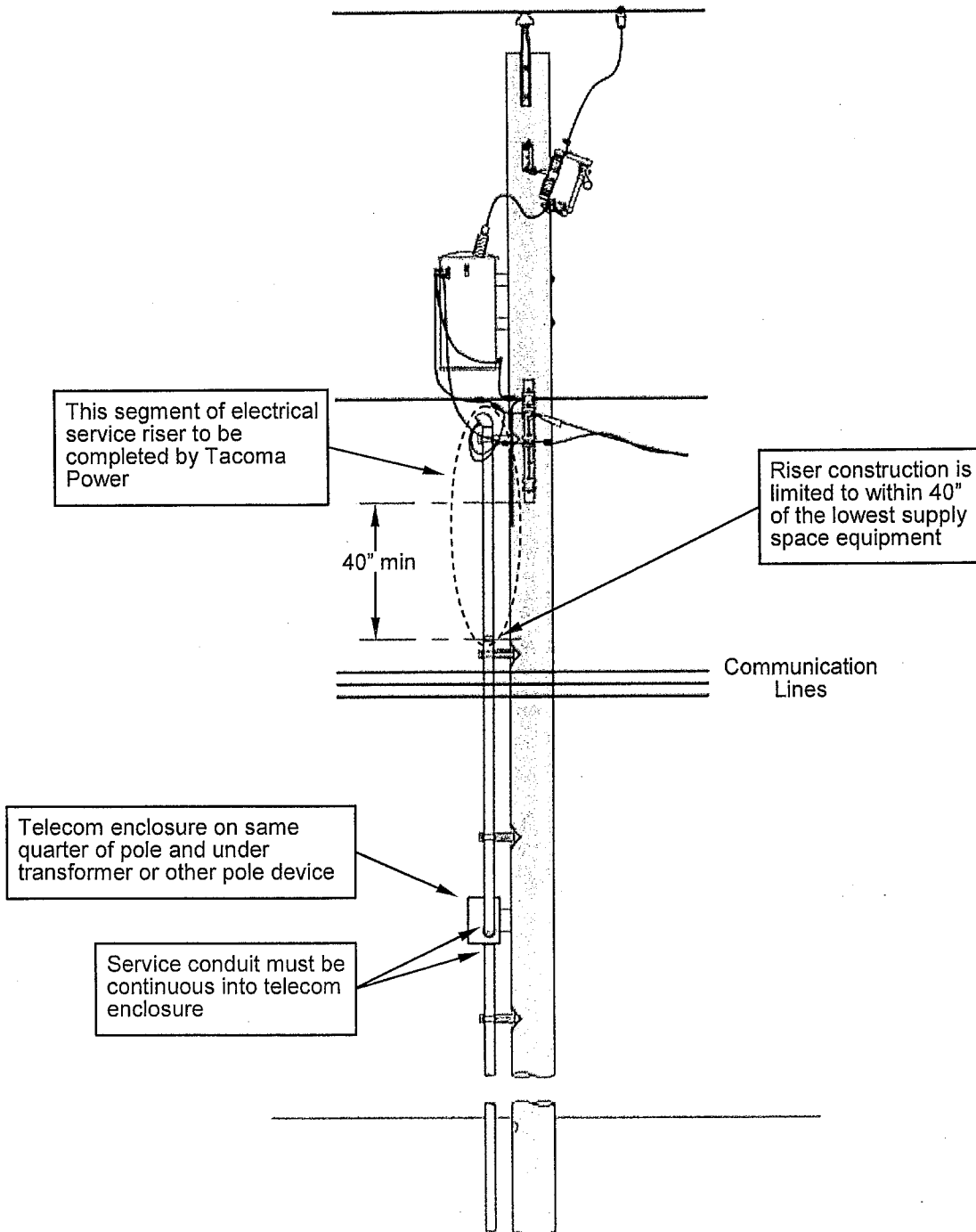
Enclosures shall be labeled as follows:

- Clearly labeled with reflective, weather and UV resistant sign or decal on the road side surface of the enclosure.
- Label shall have the following information:
 - Name of owner
 - Reference, site or equipment ID number
 - 24 hr phone number to responsible person that will respond to emergencies in a timely manner

NOTE: Reference numbers along with the physical address of each enclosure installation must be included with the application for electrical service.

Enclosure Mounting *(continued)*

Figure 5 Pole Mounting of a Telecom Enclosure by Non-Qualified Electrical Workers



Customer Requirements
Pole Attachment Requirements for
Telecommunications (non-RF)

C-OH-1060

Grounding Requirements

Metallic Messenger Bonding

Metallic and/or conductive messengers shall be bonded to the pole grounds as listed below:

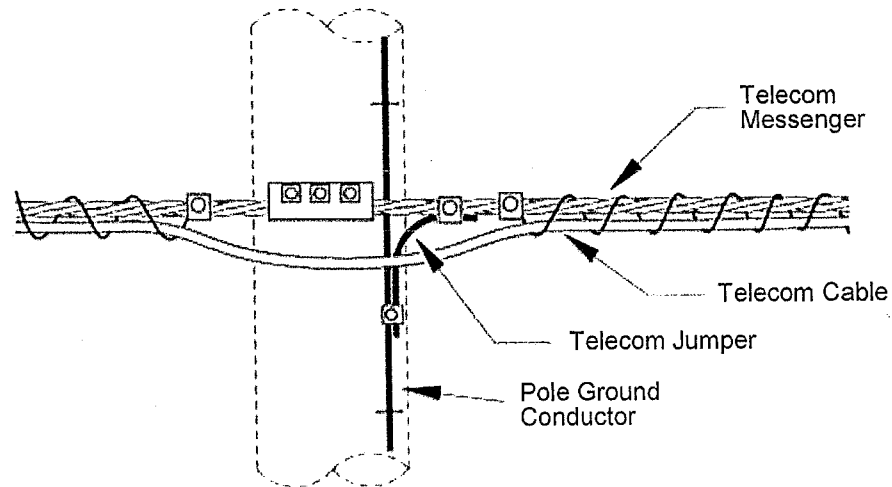
Activity	Description
Number of bonding points	The messengers shall be bonded per the requirements of the NESC to the pole ground.
Who makes the bonding connection?	The attaching utility shall make and maintain all bonding connections for their messengers and equipment.
Who supplies the pole ground?	Tacoma Power installs and maintains all pole grounds.

Nonmetallic Messengers

Bonding requirements of messengers are governed by the NESC. If the messenger meets the requirements of the NESC as nonconductive (Kevlar-type), bonding is not required.

Figure 6

Grounding of Telecom Conductors at Supports



Customer Requirements
Pole Attachment Requirements for
Telecommunications (non-RF)

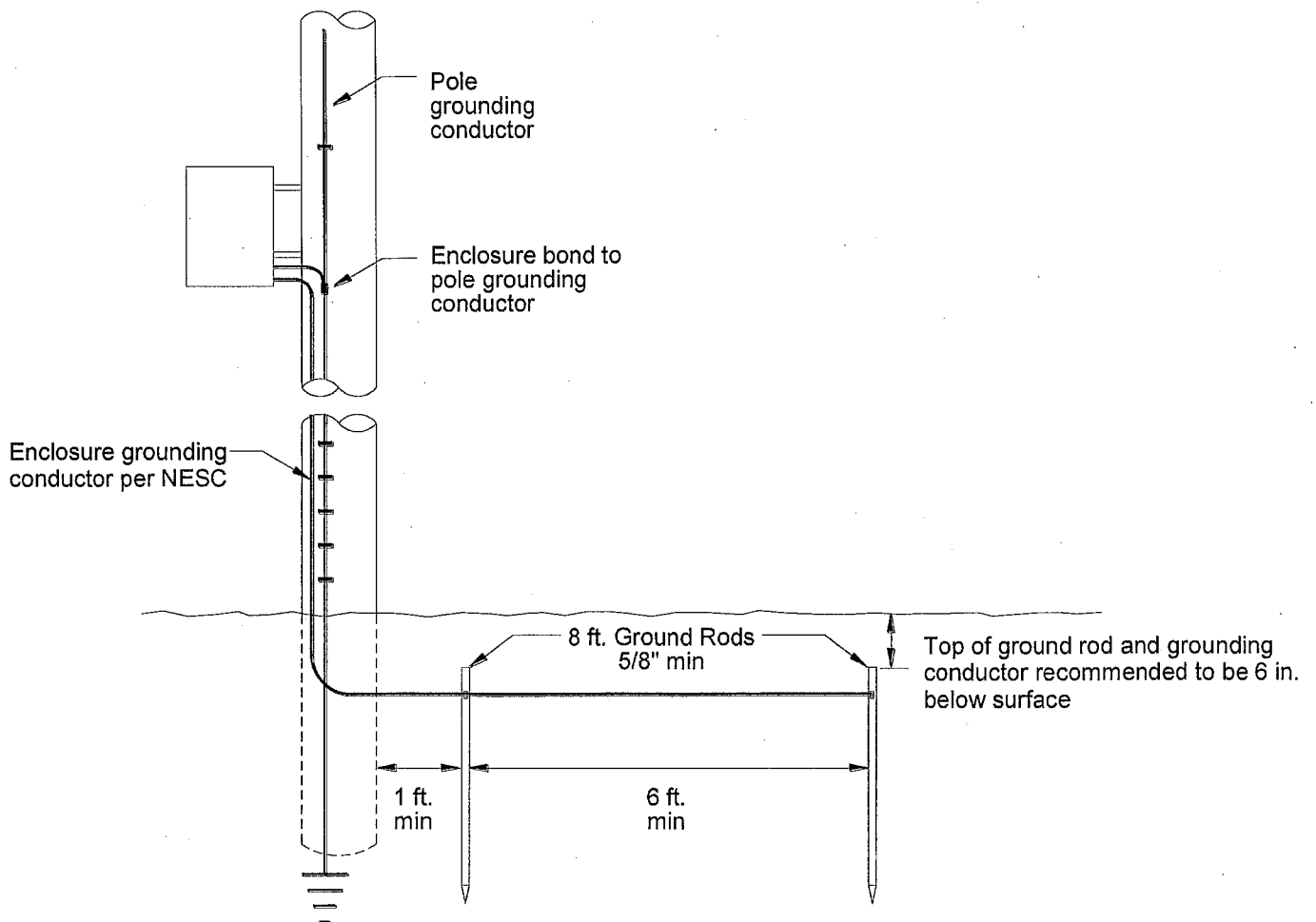
C-OH-1060

Grounding Requirements *(continued)*

Enclosure Grounding

- All enclosures shall be bonded to existing pole grounds.
- Enclosures requiring electrical service (amplifiers, power supplies) shall be grounded per National Electric Code (NEC) (see Figure 7).

Figure 7 Grounding of Enclosures



WIRELINE Master Pole Attachment Agreement

Between

City of Tacoma
Department of Public Utilities
Light Division

And

Company

This Master Pole Attachment Agreement ("Agreement") is executed in duplicate this ____ Day of _____, 20____, by and between the **City of Tacoma, Department of Public Utilities, Light Division**, a municipal corporation of the State of Washington (d/b/a and hereinafter referred to as "Tacoma Power") and _____ [insert Company name here] a business or public agency entity engaged in telecommunications service activities in the State of Washington (hereinafter referred to as "Company"). Tacoma Power and the Company are sometimes referenced in this Agreement individually as "Party" and collectively as "Parties."

BACKGROUND

- A. Tacoma Power is authorized under Washington law to engage in the production, acquisition, distribution, and sale of electric power.
- B. Tacoma Power owns and operates an electric utility and related telecommunications infrastructure and, acting in a proprietary capacity, plans, designs, constructs, operates, and maintains a Distribution System (as defined in Section II K. below) that utilizes Poles and other electric power distribution facilities.
- C. Telecommunication service providers, government entities, and other parties desire to attach wires, cable, and other equipment onto Tacoma Power's Distribution System for the purpose of providing telecommunications and telecommunications services.
- D. As Tacoma Power desires to facilitate community access to telecommunication services and enable the best use of its Distribution System, Tacoma Power opts to provide, when it may lawfully do so, access to its Distribution System for the purpose of attaching wires, cables, and other equipment in furtherance of telecommunication services pursuant to, and in strict compliance with, the terms and conditions of this Agreement.

THEREFORE, in consideration of the mutual covenants, terms, and conditions set out below the Parties agree as follows:

I. TERM

- A. **Term.** The Term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of ten (10) years ("Term").

- B. Termination.** This Agreement may be terminated by either Party at any time upon ninety (90) days written notice thereof provided to the other Party.
- C. Attachment Removal.** Upon termination or expiration of this Agreement, the Company shall remove all Attachments from the Pole(s) and/or other property of Tacoma Power and surrender all facilities accessed pursuant to this Agreement within ninety (90) days. If the Company fails to so remove and/or surrender within ninety (90) days, Tacoma Power may remove the Company's Attachments or hire a contractor to remove the attachments at the Company's sole expense and risk or, alternatively, Tacoma Power may claim and use such Attachments for its own purposes, which forfeiture shall be deemed to be to occur with the Company's full and unconditional consent.
- D. Post Termination Use.** Nothing in this Agreement or associated Permits shall be construed to require Tacoma Power to allow Company to use Tacoma Power's Poles after termination of this Agreement.
- E. Payment Obligations Preserved.** All payment obligations incurred under this Agreement shall be preserved until satisfied.

II. DEFINITIONS:

When used with initial capitalization, the following terms shall have the meaning set forth below:

- A. Application:** means the written application, substantially in the form of **Appendix A, Pole Attachment Application**, the Company submits to Tacoma Power for placement of Attachments.
- B. Anchor:** is a device to reinforce a Pole to which it is attached by a Guy wire.
- C. Anchor Attachment:** consists of a Company Guy wire with shielding where appropriate, attached to a Tacoma Power Anchor. Any Attachment to an existing Tacoma Power Anchor will require prior approval by Tacoma Power.
- D. Applicable Standards:** has the meaning as defined in Section XV.
- E. Attachment means:**
1. Any wires, cable, fiber optic cable, and/or coaxial cable, auxiliary equipment enclosure and associated hardware, owned or controlled by the Company, which is placed on a Pole, in the space normally designated for communications lines and equipment, owned or controlled by Tacoma Power as a part of its Distribution System. Attachment includes Co-lash and/or Overlash.
 2. Any related equipment, such as amplifiers or enclosures and other than wires, cable, fiber optic cable, coaxial cable and associated hardware, owned or controlled by the Company, which is placed on a Pole, outside the space normally designated for communication lines.

- F. Billing Periods:** means the two six-month billing periods, spanning January 1st through June 30th and July 1st through December 31st, respectively.
- G. Capacity:** means the ability of a Pole to accommodate an additional attachment or attachments based on Applicable Standards.
- H. Co-lash:** means to attach any additional "aerial communication cable" which consists of wires, cable, fiber optic cable, and/or coaxial cable, and associated hardware owned or controlled by a person or entity other than the Company to an existing and permitted Attachment owned by the Company.
- I. Communications Space:** means that space on joint-use structures where communication facilities are separated from the supply space by the communication Worker safety zone. This space is below the communication worker safety zone.
- J. Communication Worker Safety Zone or Safety Space:** means that space as defined in National Electric Safety Code (NESC) Rule 235C4. This zone generally originates at the lowest point of the supply space. This space is intended to maintain a physical separation between supply and communication facilities. The minimum dimensions of this space shall at no time be violated.
- K. Distribution System:** means the Poles, lines, and equipment, and includes under-build on transmission structures, owned or controlled by Tacoma Power for the distribution of electrical power below 14.4 kV.
- L. Effective Date:** means the date first written above or the date Tacoma Power approved the Company's initial Pole Attachment Application, whichever is first to occur.
- M. Emergency:** means a situation exists which, in the reasonable discretion of the Company or Tacoma Power, if not remedied immediately, will result in a threat to public safety, a hazardous condition, damage to property or a service outage.
- N. Force Majeure:** has the meaning ascribed to this term in Section XIII.
- O. Guy:** means a cable used to provide support or reinforcement for Poles, installed between the Pole and an Anchor or between a pole and another Pole.
- P. NJUNS:** means the National Joint Utility Notification System.
- Q. Nonfunctional Attachment:** means an Attachment that does not comply with Applicable Standards, is unusable, unfit or no longer used by the Company
- R. Overlash:** means to attach any additional "aerial communication cable" which consists of wires, cable, fiber optic cable, and/or coaxial cable, and associated hardware owned or controlled by the Company to an existing and permitted Attachment.

- S. Permit:** means a written acknowledgment by Tacoma Power, which grants a revocable, non-exclusive, license authorizing the Company to install and maintain Pole Attachments on Poles and/or other Distribution System facilities as specified per an approved Pole Attachment Application.
- T. Pole:** means structures, usually wood, owned and/or controlled by Tacoma Power and used to support the lines and other equipment of the Distribution System and other Attachments, which include, but are not necessary limited to Anchors, Guy Wires, hardware, wires, cables, strands, apparatus, enclosures, structures or other items attached to the Pole or any hardware affixed to or associated with the Pole.
- U. Reserved Capacity:** means capacity or space on a Pole that Tacoma Power has identified and reserved for its own future utility requirements at the time of the Permit grant, including the installation of communications circuits for operation of Tacoma Power's electric system.
- V. Service Provider:** means every corporation, company, association, joint stock association, firm, partnership, person, city, or town owning, operating, or managing any telecommunications service for hire, sale, or resale to the general public and/or governmental agencies or institutions. Service provider includes the legal successor to any such entities.
- W. Supply Space:** means space on joint-use structures where supply facilities are separated from the communication space by the communication worker safety zone. This space is above the communication worker safety zone.
- X. Tacoma Power Make-Ready Work:** means Work performed by Tacoma Power or its contractors that is necessary to provide and prepare space on Tacoma Power's Poles for placement of Attachments. Tacoma Power Make-Ready Work does not include moving, removing, or adjusting any third party attachments to Tacoma Power poles including any third party wires, cable, fiber optic cable, and/or coaxial cable, and associated hardware.
- Y. Third Party Make-Ready Work:** means Work performed by a third party or parties, or third party contractors that is necessary to provide and prepare space on Tacoma Power's Poles for placement of Attachments. Third Party Make-Ready Work includes, but is not limited to, removing secondary conductors and racks, raising power conductors, installing line attachment equipment, and moving, replacing and/or relocating attachments. Third Party Make-Ready Work does not include Tacoma Power Make-Ready Work.
- Z. Unallocated Space or zone:** means the physical space located on each Pole within the Communications zone that is available and suitable for new or additional Attachments by the Company.

AA. Unauthorized Attachments: means (1) Attachments for which the Company fails to submit an Application (see Section IV of this Agreement), (2) approved Attachments for which Company fails to declare in its inventories (see Section IX of this Agreement), (3) Attachments not in accordance with Applicable Standards and codes as required by Section VIII. H, and (4) Attachments that the Company fails to timely transfer, abandon or remove as required by Section VII. E.

AB. Unauthorized Attachments Fee: has the meaning ascribed to this term in Section X.E.

AC. Work: when used in the Agreement means work and shall be understood to include all supervision, materials, labor, transportation, and equipment. When referencing the Company, "Work" shall refer to everything agreed to be done and furnished by the Company, including the Attachments, maintenance, repair, relocation and/or removal of its Attachments; and/or any other labor performed in connection with this Agreement.

III. RESPECTIVE RIGHTS AND RESPONSIBILITIES APPLICABLE TO ATTACHMENTS

A. Purpose. In accordance with the provisions of this Agreement and subject to the issuance of individual Permits, Tacoma Power agrees that the Company may make use of Poles owned or controlled by Tacoma Power as part of its Distribution System, for Attachments in furtherance of lawful telecommunications, and for no other purpose.

B. Agreement Governs All Attachments. This non-exclusive Agreement governs all Attachments by the Company, now or hereafter made to Tacoma Power's Distribution System.

C. Other Agreements and Third-Party Attachments. Nothing in this Agreement limits, restricts or prohibits Tacoma Power from continuing or entering into any other agreement or arrangement regarding the use of its Distribution System. The rights of Company under this Agreement are at all times subject to existing agreements or arrangements between Tacoma Power and any joint owner(s) of Poles and/or with respect to existing Attachments and uses of any Pole(s).

D. Attachments Must Comply with Agreement and Applicable Standards. All Attachments shall be installed and maintained in accordance with the requirements and specifications of this Agreement. Attachments and Company's performance of any work must comply with all Applicable Standards of the industry, good engineering practices and those of Tacoma Power specifically.

E. Tacoma Power's Paramount Rights.

1. Tacoma Power Discretion. Tacoma Power shall have sole discretion to determine any question regarding the right to attach, construction compliance, and shared use of available space on poles.

2. **Withdrawal of Permission.** Permission to make attachments to Tacoma Power poles may be withdrawn for violation of Applicable Standards, regulations or Tacoma Power policies, breach of this Agreement (including, but not limited to, failure to provide proof of required insurance and/or permits), or for any other reason associated with Tacoma Power's requirements for use of its poles.
3. **Immediate Removal of Attachments.** At its sole expense, Company shall immediately remove any of its Attachments that:
 - (a) Fails to conform to Applicable Law – which may include, but is in no way limited to the potential or actual loss of Tacoma Power's franchise rights and/or utility in good standing status based on presence of Attachment and/or failure to relocate Attachment in violation of applicable franchise and/or Pole permitting authority requirements;
 - (b) Interferes with the electric utility and/or telecommunication operations of Tacoma Power or the City of Tacoma – which may include, but is in no way limited to:
 - Potential or actual forfeiture of Tacoma Power's right to occupy the property upon which the Attachment to its Distribution System is located.
 - (c) Is a Nonfunctional Attachment, as designated by Tacoma Power in its sole discretion.

Failure to remove any Attachments as required in this paragraph shall constitute an Unauthorized Attachment and is subject to the Unauthorized Attachment fee specified in Schedule 1.

4. **Reserved Capacity.** Access to space on Tacoma Power Poles will be made available to Company with the understanding that certain Poles may be subject to Reserve Capacity for future electric service use. At the time of Permit issuance, Tacoma Power shall notify Company if capacity on particular poles is being reserved for reasonably foreseeable future utility or electric use. For Attachments made with notice of such a Reservation of Capacity, on giving Company at least sixty (60) calendar days prior notice, Tacoma Power may reclaim such Reserved Capacity at any time following the installation of Company's Attachment if required for Tacoma Power's future utility service. If reclaimed for Tacoma Power's use, Tacoma Power may at such time also install associated facilities, including the attachment of communications lines for internal Tacoma Power operational or governmental communications requirements. Tacoma Power shall give Company the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Tacoma Power Make-Ready Work needed to expand Capacity for core utility service requirements, so that Company can maintain its Attachment on the affected Pole(s). The allocation of the cost of any such Tacoma Power Make-Ready Work, (including the transfer, rearrangement, or relocation of third party Attachment(s)) shall be determined in accordance with Section V. Company shall be responsible for coordinating and arranging for any Third Party Make-Ready Work and for the costs of rearranging or replacing the attachments of a third party if such rearranging or replacing is required as a result of Company seeking additional Attachments, modification of one of its existing Attachments, or due to

clearance requirements as defined by code (see Section VII. H.). Company 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.

5. **Agreement Does Not Limit Tacoma Power's Operations.** This Agreement does not in any way limit Tacoma Power'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.
- F. **Company Attachment Removal.** Company may at any time remove its Attachments from the Tacoma Power's Distribution System provided, however, that before commencing such removal, the Company must obtain Tacoma Power's written approval of the Company's plans for removal. Said plans shall include the name of the person or entity performing such work and the date(s) and time(s) during which such work will be completed. No refund of any fees or costs will be made upon removal. If Company surrenders such Permit pursuant to the provisions of this section, but fails to remove its Attachments within thirty (30) calendar days, Tacoma Power shall have the right, but not the obligation, to remove or transfer Company's Attachments at Company's expense.
- G. **Company Attachment Replacement or Material Alteration.** If the Company desires to replace existing Attachment equipment due to material alteration, Company must submit a completed Application prior to conducting such replacement or alteration work.
- H. **Pole Replacement and Relocation Notification.** Whenever it is necessary to replace, move, reset, or relocate a Pole, Tacoma Power shall give notice to relocate to Company via NJUNS (except in the case of an emergency, when oral notice may be given and subsequently confirmed by email or NJUNS).
- I. **Subcontractor Authorization.** Company must provide to Tacoma Power written notification granting Company subcontractors the authority to apply for Permits and perform work on Company's behalf. Notification must be on file with Tacoma Power prior to submittal of Permit Application.

IV. REQUESTS FOR ATTACHMENTS

- A. **Application.** If the Company desires to place Attachments on any Pole, the Company must submit to Tacoma Power an Application substantially in the form of **Appendix A, Pole Attachment Application.** Each Pole Attachment Application is limited to fifty (50) poles or less. Company shall not place an Attachment on any Pole without completing such Application and obtaining Tacoma Power's prior written consent in the form of a Permit therefor. Permits will not be issued if Company has Unauthorized Attachments. Tacoma Power may refuse to issue Permits if Company fails to respond to communications from Tacoma Power within two (2) weeks.

- B. Application Contents.** Each Application shall contain the following information:
1. The Pole(s) affected by the Company's Attachment, by identifying the number of Poles and their location. The information shall be mailed to Tacoma Power in Excel spreadsheet format and provided electronically via e-mail to format and provided electronically via e-mail to pwrjointutilities@cityoftacoma.org.
 2. A detailed description of the Company's Attachments that will contact Tacoma Power Poles, including a description of how the Company intends to implement its Attachments.
 3. A detailed description of what action the Company proposes to take to accommodate any additional strain that will be imposed upon the affected Poles by the Company's Attachments. Attachment requirements are further discussed in Section VII.
 4. Specifications of the proposed attachment including:
 - Cable and or messenger diameter in inches to the third decimal
 - Weight per foot in lbs./ft.
 - Design Tension in lbs.
- C. Incomplete Applications.** Incomplete applications will be returned for corrections. The deadline for returning corrected applications is two (2) weeks. If Company fails to meet the deadline, the Application will expire and a new Application and corresponding fees will be required.
- D. Records and Maps.** Each Application shall also include map(s) which correctly identify each Pole the Company will contact, including an attachment height block indicating the height of all current (including all third party attachments) and all requested attachments and any other information the Tacoma Power may request (for example, with regard to the proposed nature, appearance, circuit arrangement and line sags of the Attachment. Tacoma Power will make pole records and maps reasonably available, subject to reasonable compensation for staff time and materials.
- E. Overlash.** In the event Company desires to Overlash to a previously permitted Company Attachment, Company shall submit a Pole Attachment Application (Appendix A) to Tacoma Power prior to installing such Overlash. If Tacoma Power approves in its sole discretion such Application, the Overlash fees set forth in Schedule 1 (Attachment Fees) attached hereto, shall apply.
- F. Co-lash.** The following provisions shall apply to any Co-lash.
1. In the event Company desires to allow a Co-lash to accommodate the facilities of a third party, the third party must enter into a Master Pole Attachment Agreement, submit a Pole Attachment Application, and obtain a Tacoma Power approved Permit as with any Attachment as provided herein prior to installing such Co-lash. The Co-lash fees set forth in Schedule 1 (Attachment Fees) attached hereto, shall apply. Tacoma Power shall not grant any such Permits or authorization for Co-lash without Company's consent.

2. Absent approval, any Overlash or Co-lash constitutes an Unauthorized Attachment and is subject to removal or, at Tacoma Power's discretion, subject to being billed an Unauthorized Attachment Fee per Section X.E.
3. Further, if Company allows Co-lash of its Attachments by a third party without Tacoma Power's approval as specified above, Company shall be liable for, and Company shall defend, indemnify, and reimburse Tacoma Power in connection with, all losses, costs, and expenses, including reasonable attorney's fees that Tacoma Power may incur as a result of removal of said Co-lash including, but not limited to, losses, costs, expenses and fees resulting from claims by such third parties related to the Co-lash removal.

V. MAKE-READY WORK

- A. Procedure.** Tacoma Power Make-Ready Work shall be performed by Tacoma Power. The cost of Tacoma Power Make-Ready Work shall be reimbursed by the Company pursuant to Section VII of this Agreement.

The Company's proposed route may require Tacoma Power to perform Tacoma Power Make-Ready Work in order to provide space on Pole(s) for the Company's use. At the Company's expense, Tacoma Power shall survey the proposed route and prepare an estimate of Tacoma Power's cost to perform Tacoma Power Make-Ready Work, if any. Tacoma Power will submit said estimate to the Company for their review prior to start of any Tacoma Power Make-Ready Work. Upon receipt of Tacoma Power's estimate, Company shall have **forty-five (45)** days to approve the estimate and provide payment in accordance with this Agreement and the specifications of the estimate. If Company fails to respond within forty-five days, the Application and Tacoma Power Make-Ready Work estimate will expire and a new Application, with corresponding fees, will be required.

Nothing in this Section V. shall prohibit the Company from proposing alternate routes to avoid Tacoma Power Make-Ready Work.

Upon completion of Tacoma Power Make-Ready Work, Tacoma Power shall invoice Company for Tacoma Power's actual cost of such Tacoma Power Make-Ready Work. In such case, upon completion, Company shall pay Tacoma Power's actual cost of Tacoma Power Make-Ready Work.

- B. Scheduling of Tacoma Power Make-Ready Work.** In performing all Tacoma Power Make-Ready Work, to accommodate Company's Attachment, Tacoma Power will endeavor to include such work in its normal work schedule. If Company requests that the Tacoma Power Make-Ready Work be performed on a priority basis or outside of Tacoma Power's normal work hours, Company will pay any resulting increased costs. Nothing in this Agreement shall be construed to require Tacoma Power to perform Company's work before other scheduled work or Tacoma Power service restoration.

- C. Written Approval of Installation Plans Required.** Before making any Attachments to Tacoma Power's Poles, including Overlashing and Co-lashing of existing Attachments, Company must obtain Tacoma Power's written approval of detailed plans for the Attachments. Such detailed plans shall accompany a Permit application as required under Section IV
- D. Completion of Tacoma Power Make-Ready Work.** Tacoma Power will complete Tacoma Power Make-Ready Work on Tacoma Power Poles within ninety (90) days of receipt of payment. If there are extenuating circumstances that make the necessary Tacoma Power Make-Ready Work more complicated or time-consuming, including, but not limited to, the number of Poles, seasonal weather conditions, Tacoma Power shall identify those factors in the Tacoma Power Make-Ready Work estimate and the parties shall agree upon a reasonable timeframe for completion.
- E. Restrictions / Who May Perform Tacoma Power Make-Ready Work.** Tacoma Power Make-Ready Work shall be performed only by Tacoma Power or its contractor. If Tacoma Power cannot perform the Tacoma Power Make-Ready Work to accommodate Company's Attachments within ninety (90) calendar days of Company's approval of the Tacoma Power Make-Ready Work estimate, Company may request the ability to use a qualified contractor to perform such work and shall specify when such work would be performed. In all instance, qualified contractor, if allowed, must be pre-approved by Tacoma Power.

Tacoma Power will not replace Poles to provide space for Attachments except under the following conditions:

1. The Pole in question does not meet current Applicable Standards for height.
2. If the Pole in question must be replaced due to poor conditions, as determined in Tacoma Power's sole discretion, then replacement with a standard height pole will be at Tacoma Power's expense. If the condition of the Pole does not warrant replacement, then replacement with a standard height Pole will be at the Company's expense.
3. Tacoma Power may replace the Pole in question with a taller Pole to allow space for Company's Attachment(s) if Company pays for and accepts responsibility for all costs for the new Pole and all costs associated with Pole replacement.

Tacoma Power shall have sole discretion and authority for determining height standards and condition of Poles.

- F. Third Party Make-Ready Work.** Company shall coordinate and arrange for any Third Party Make Ready Work required in order to provide space on Tacoma Power's poles for Company's Attachments. Tacoma Power shall not be responsible, be liable, or have any obligation for arranging, coordinating, or costs for Third Party Make-Ready Work. Third Party Make Ready Work must comply with all Applicable Standards and the third party's Master Pole Attachment Agreement and Permits with Tacoma Power.

VI. APPROVAL

- A. Application Review and Approval.** Upon submission of a complete Application, Tacoma Power will review and within sixty (60) days approve or deny the Application, excluding Make Ready work, as appropriate and pursuant to the intent of this Agreement.
- B. Tacoma Power's Approval Limitations.** Tacoma Power's review and approval for the proposed attachments is not intended as a comprehensive engineering review/analysis of the request and all associated implications. It shall remain the sole responsibility of the Company to assure the installation meets all code and permitting requirements. Further, consent by Tacoma Power to the construction or maintenance of any Attachments by Company shall not be deemed consent, authorization, or acknowledgment that Company has obtained all required authorizations with respect to such Attachment or that the proposed plans, construction, or maintenance are correct, meet professional or engineering standards, are sufficient, or are fit for a particular purpose.
- C. Attachments outside Normal Designated Space.** Tacoma Power reserves the right to approve on a case by case basis Attachments, such as enclosures and amplifiers, the Company wishes to place outside the space normally designated for communication lines and equipment.
- D. Discretion to Refuse or Withhold Approval.** Tacoma Power may refuse to approve or withhold an Application where, in Tacoma Power's sole opinion, there is insufficient Capacity on a Pole for the Company's Attachment, or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standards. Further, Tacoma Power may refuse to approve or withhold an Application where any of Company's other Attachments are not in compliance with applicable Permit or this Agreement or where Company is out of compliance with terms and obligations of this Agreement or as otherwise reasonably necessary to ensure timely performance by Company in response to any Tacoma Power notice authorized hereunder
- E. Permit Issuance.** Tacoma Power may approve an Application if, in its sole judgment, exercised reasonably, Tacoma Power determines that it (1) has sufficient Capacity to accommodate the requested Attachments, (2) Company meets all the requirements set forth in this Agreement, and (3) the Attachment and Application complies with all Applicable Standards. Upon approval, Tacoma Power shall send Company an executed Permit substantially in the form of Appendix B, Pole Attachment Permit, consenting in whole or in part to the Attachments requested in the Application. This Agreement shall not in itself constitute any such consent.
- G. Necessary Authorizations.** Before Company may occupy any Poles, Company 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 Attachments on public or private property. Tacoma Power retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued. Company's obligations under this Section VI 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 Attachments. Company shall defend, indemnify, and reimburse Tacoma Power for all losses, costs, and expenses, including reasonable attorney's fees that Tacoma Power may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Company does not have sufficient rights or authority to attach Company's Attachments on Tacoma Power's Poles or to provide particular services.

- H. Installation Deadline and Notice.** Once Tacoma Power has approved the Company's Application, the Company must install its Attachments within one hundred and eighty (180) days of the Permit Effective Date stated on the subject Pole Attachment Permit, a sample form of which is attached hereto as Appendix A. If Company fails to install its Attachments within said one hundred and eighty (180) days it will relinquish its rights under the Permit and forfeit its Application fee. A one-time, thirty (30) day extension may be granted at Tacoma Power's discretion if requested prior to the permit expiration date. Company shall inform Tacoma Power's Joint-Use Coordinator, Business and Financial Management, by email, upon completing installation of approved Attachments. Failure to notify Tacoma Power within fifteen (15) days of completion of construction may result in the suspension or rejection of additional pole attachment permit applications.
- I. Joint Pole Ownership.** This Agreement is intended to be applicable to poles owned in whole or part by Tacoma Power. The Company will need to obtain additional authorization from CenturyLink in order to attach to poles jointly owned by Tacoma Power and CenturyLink. CenturyLink may require a pole attachment fee from the Company.
- I. Revocable Nonexclusive License.** No use, regardless of duration, of any Pole owned by Tacoma Power, and no payment of any fees or charges required under this Agreement, shall create or vest in Company any easement or other ownership or property right of any nature in any portion of such Pole. Any permission or Permit to use Tacoma Power's Poles granted by Tacoma Power is a revocable, nonexclusive license to install and maintain Attachments to said Poles. Neither this Agreement nor any Permit granted pursuant to this Agreement, shall constitute an assignment of any Tacoma Power rights to its Poles or any other Tacoma Power owned facility. Notwithstanding anything to the contrary in this Agreement, Company shall remain, at all times, a licensee only.
- J. Permitted Uses.** Use of Tacoma Power's Poles is limited to those uses specified in this Agreement and associated Permits. No other use shall be allowed without Tacoma Power's express written consent.
- K. No Forfeiture of Tacoma Power Rights.** No Permit granted under this Agreement shall extend, or be deemed to extend, to any of Tacoma Power's Poles to the extent that the Company's Attachments would result in a forfeiture of Tacoma Power's rights. Any Permit that would result in forfeiture of Tacoma Power's rights shall be deemed invalid as of the date that Tacoma Power granted it. Further, if any of Company's existing Attachments, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Company shall promptly remove its Attachments upon

receipt of written notice from Tacoma Power. If Company does not remove its Attachments in question within thirty (30) days of receiving written notice from Tacoma Power, Tacoma Power may at its option perform such removal at Company's expense. Notwithstanding the forgoing, Company shall have the right to contest any such forfeiture before any of its rights are terminated, provided that Company shall indemnify Tacoma Power for liability, costs, and expenses, including reasonable attorney's fees that may accrue during Company's challenge.

VII. REQUIREMENTS FOR ATTACHMENT

- A. Access / Climbing Space.** The Company's Attachments shall not impede access to climbing space or in any way disturb or conflict with Tacoma Power's equipment or any other entity's equipment.
- B. Costs / Make-Ready Work.** The Company is responsible for, and shall pay, all costs associated with its Attachments on Tacoma Power Poles including, but not limited to, Tacoma Power Make-Ready Work and maintenance of such Attachments. Section V Make-Ready Work, discusses requirements associated with Tacoma Power and Third-Party Make-Ready Work that must be performed to accommodate the Company's Attachments relative to Tacoma Power Poles and equipment. The Company shall pay and/or reimburse Tacoma Power for Tacoma Power Make-Ready Work performed, and for costs incurred, by Tacoma Power pursuant to this Section VII.
- C. Guys and Anchors.** Unless otherwise directed by Tacoma Power, the Company shall install, maintain and/ or replace, as necessary, Guys and Anchors necessary to support the additional strain imposed on any Pole by the Company's Attachments. The Company must submit to Tacoma Power, for Tacoma Power's review and approval, detailed plans and support calculations for Guys and Anchors. If the Company fails to install, maintain and/or replace Guys and Anchors, Tacoma Power may install or replace Guys or Anchors at the Company's sole expense.
- D. Crossarms.** If Company determines that crossarms or other equipment installation is necessary for its Attachments, it will submit detailed plans for Tacoma Power's review and approval. Tacoma Power reserves the right to install, at the Company's sole expense, crossarms and/or other equipment necessary for the Company's Attachments.
- E. Abandonment, Relocation, Replacement, Rebuild, or Removal of Pole.**
1. If at any time Tacoma Power desires or is required to abandon, relocate, replace, rebuild or remove any of its Poles on which Company Attachments are located, Tacoma Power shall provide Company thirty (30) day written notice prior to the date it intends to abandon, relocate, replace, rebuild or remove said Pole or Poles. The Company shall change the location of its Attachments as necessitated by Tacoma Power's abandonment, relocation, replacement, rebuild or removal of a Pole. All such Attachment changes shall be made at Company's sole cost and expense. If the Company fails to make or complete any changes required hereunder within thirty (30) days of notification, Tacoma Power, at its discretion,

may perform such changes, at Company's sole risk, and invoice Company for reimbursement of all costs incurred.

2. Pursuant to Pierce County policy, utilities may receive a "Utility in Good Standing" designation if they maintain compliance with Pierce County policies and regulations relative to utility facilities in Pierce County's right of ways. A utility that receives the "Utility in Good Standing" designation is not required to obtain permits for a certain defined class of work. This designation, therefore, provides a "Utility in Good Standing" with significant benefits in terms of avoided permit fees and avoided costs associated with time spent obtaining permits. Company's failure to remove Attachments as directed herein may result in Tacoma Power losing its status as a "Utility in Good Standing" within its service territory located in Pierce County. If Tacoma Power loses said status due to Company's failure to perform its removal obligation, then, Company shall reimburse Tacoma Power for the following costs until Tacoma Power's "Utility in Good Standing" status is reinstated:
 - a. The costs for all Pierce County permits Tacoma Power would not have been required to obtain if it was a "Utility in Good Standing" and
 - b. Administrative costs incurred by Tacoma Power in obtaining said permits.
- F. **Underground.** If Tacoma Power plans to underground its Distribution System in a given area, and if the Company serves or has potential to serve such area, the Company shall cooperate with Tacoma Power in any planning and design associated with undergrounding. If Tacoma Power converts its overhead distribution to underground, the Company shall underground its Attachments, as applicable and within the space available at the Company's own expense unless otherwise mandated by applicable law.
- G. **Tags.** Tacoma Power requires the Company to tag Company's Attachments with an identifier. All Attachments, as defined in Section II, must be identified by a tag containing the assigned three digit numerical code. Each tag must be prepared and installed as per City of Tacoma, Department of Public Utilities, Tacoma Power, Transmission and Distribution Standards C-OH-1060. Failure to provide proper tagging will be considered a violation of the Applicable Standards and will result in a Unauthorized Attachment (Section II. Z.) Fee (Section II. AA.).
- H. **Attachment Requirements.** All Company Attachments shall be in accordance with requirements of Subsection XV of this Agreement and all Applicable Standards, including the State of Washington Administrative Code (WAC) Chapter 296-45-045; National Electric Safety Code ("NESC"), and all franchises, Codes and Tacoma Power standards as now in force or as revised or amended in the future. The Company recognizes that Tacoma Power constructs its facilities to NESC Grade C. Therefore, the Company shall construct its facilities in a manner consistent with that requirement.

- I. **Restrictions on Items Placed near Poles.** Company shall not place pedestals, vaults, or other enclosures on or within four feet of any Pole or other Tacoma Power facility without Tacoma Power's prior written permission. If permission is granted, all such installations shall be per the specifications and requirements of this Agreement. Company agrees to move any such above-ground enclosures in order to provide sufficient space for Tacoma Power to set a replacement pole.

VIII. PERFORMANCE OF WORK

- A. **Work Requirements.** The Company shall perform the Work in a skillful manner, in accordance with Section XV of this Agreement, including WAC Chapter 296-45-045, NESC, and amendments or successor codes, standards, all franchise requirements, and all Applicable Standards. The Company shall ensure that the Work and its equipment are in all respects (1) safe, (2) of first-class quality, (3) free from all faults and defects in workmanship, material and design, and (4) in conformance with the requirements of this Agreement.
- B. **Surveys and Inspections.** Tacoma Power reserves the right to perform preliminary surveys prior to the actual installation of Company's Attachments, to inspect each new Attachment of Company after strand placement and prior to fiber/coax placement, and to make periodic inspections of Company's Attachments. Within thirty (30) days of receiving written notice from Tacoma Power, Company shall correct all Attachments that Tacoma Power identifies as being out of compliance with Applicable Standards. These surveys and inspections, or the absence of surveys and inspections, shall not operate to or in any manner impose any legal duty or liability on Tacoma Power or relieve the Company of any responsibility, obligation, duty or liability assumed under this Agreement or imposed by any Applicable Standard or applicable law, rule or regulation. Additional pole attachment permit applications may also be suspended or rejected if Company fails to request final inspections by Tacoma Power Hybrid Fiber Coax (HFC) Construction group.
- C. **Corrections.** The Company shall, as soon as is practically possible, correct or replace any Work or equipment found to be defective or not in conformity with the requirements of this Agreement. If Company fails to perform any Work, corrections and/or replacements as required by this Agreement, Tacoma Power may perform such Work, corrections, and/or replacements at the Company's expense. Tacoma Power reserves the right to charge for the crew time used to inspect/re-inspect installations that do not meet the code standards. Additional pole attachment permit applications may also be suspended or rejected if NESC clearance violations are identified during Tacoma Power's final inspection. Suspension(s) may continue until all violations have been corrected.
- D. **Debris.** The Company shall, at all times, keep its work areas cleared of rubbish, refuse and other debris and in a neat, clean and safe condition. Upon completion of any portion of any of the Work, Company shall immediately remove all rubbish, refuse and other debris and all of its equipment and surplus materials associated or resulting from the Work. If Company fails to do so, Tacoma Power may perform such removal at the Company's expense.

E. Notice of Strand and Hardware Installation. It shall be the Company's responsibility to notify the Tacoma Power Hybrid Fiber Coax (HFC) Construction group (Section XXI. C.) when all strand and hardware installation; including all grounding, bonding, standoff brackets, down guys, pole to pole guys, head guys and anchors have been placed and strand has been tensioned **prior** to placement and lash of communication cables. It is the Company's responsibility to ensure that all Applicable Standards have been met.

F. Company's Installation/Removal/Maintenance Work. All of Company's installation, removal and maintenance work, by either Company's employees or authorized contractors, shall be performed at Company's sole cost and expense, in a good workmanlike manner, and must not adversely affect the structural integrity of Tacoma Power's Poles or other attaching entities facilities or equipment. All such work is subject to the insurance requirements of Section XIV.

All of Company's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all applicable regulations specified in Section VII. Company shall assure that any person installing, maintaining, or removing its Attachments is fully qualified and familiar with all Applicable Standards indicated in Section SV.

IX. INVENTORY

A. The Company shall submit Attachment inventories in an electronic Excel spreadsheet format, flash drive or other format specified by Tacoma Power annually, on or before December 15th of each year. Failure to provide inventories may result in Tacoma Power hiring a contractor to conduct said inventory at Company's expense. Inventory shall list all Attachments, contacting Pole numbers and addresses. The inventory may not be used in lieu of a Pole Attachment Application. The Company shall include with the inventories a listing of any Attachment the Company has removed from Poles since the last inventory. The Company shall identify the Pole from which the Attachment was removed, describe the removed Attachment, and indicate the approximate date of removal.

B. Upon request, the Company shall furnish to Tacoma Power, as part of the inventories, an up-to-date electronic map depicting the locations of its Attachments.

C. Notwithstanding Subsection A above, Tacoma Power reserves the right to conduct its own inventory of the Company's Attachments at any time, but not more than once per year, at the Company's expense.

D. Attachments not previously applied for and listed in the inventory shall be deemed to be Unauthorized Attachments and will be billed an Unauthorized Attachment Fee as provided in Section X.E below.

X. FEES

A. Payment of Fees. Company shall pay to Tacoma Power the fees specified in Schedule 1.

- B. Application Fee.** The Company will submit a nonrefundable Application fee with each Application. Schedule 1, Pole Attachment Agreement Fees, contains the Application fee schedule.
- C. Security Deposit.** Tacoma Power reserves the right to request a security deposit for Attachments hereunder as it may deem necessary. If required, and upon written notice by Tacoma Power, the Company will promptly pay a security deposit for Attachments. Upon termination of this Agreement, the security deposit will be returned to the Company, less any outstanding fees, penalties and/or other costs associated with the Company's Attachments per this Agreement. The applicable security deposit, as determined by Tacoma Power, is set forth in the attached Schedule 1, Pole Attachment Agreement Fees.
- D. Attachment Fees.** The Company shall pay Tacoma Power fees for the Company's Attachments semiannually per the Attachment fee schedule, Schedule 1, "Pole Attachment Agreement Fees" which is attached to this Agreement. The Company's obligation to pay for its Attachments commences on the Permit effective date.
- E. Unauthorized Attachment Fees.** Unauthorized Attachments shall be billed at five (5) times the current fee for authorized Attachments ("Unauthorized Attachment Fee"). The Company's obligation to pay the Unauthorized Attachment Fee commences on the date Tacoma Power discovers any Unauthorized Attachment(s).
- F. Fee / Deposit Modification.** Every April 1, Tacoma Power may review and modify, as appropriate, the Attachment fees, the Application fee, and/or security deposit, to account for changes in Tacoma Power's cost accounting methodology and policies, legal and/or regulatory changes, operation of Tacoma Power's system, or any other justifiable costs and/or reasons not delineated in this Agreement. Tacoma Power will provide written notice of the change. Changes in the fees will apply to all Attachments covered by this Agreement commencing with the subsequent July 1 to December 31 billing period. If an application is submitted after April 1, such rate shall apply.
- G. Alternative Fees.** Tacoma Power reserves the right to charge an alternative fee to public agencies and municipalities whose Attachments provide for public safety and well-being.
- H. True-Up.** Whenever Tacoma Power, in its discretion, requires advance payment for the estimated cost to Tacoma Power for Tacoma Power Make-Ready work prior to undertaking an activity on behalf of Company and the actual cost of the activity exceeds the advance payment of estimated expenses, Company agrees to pay Tacoma Power for the difference in cost, provided that Tacoma Power documents such costs with sufficient detail to enable Company to verify the charges. To the extent that Tacoma Power's actual cost of the activity is less than the estimated cost, Tacoma Power shall refund to Company the difference in cost.
- I. Tacoma Power Make-Ready Work Fees and Costs.** The Company shall pay and/or reimburse Tacoma Power for all costs associated with Tacoma Power Make-Ready Work completed by Tacoma Power and/or a Tacoma Power's contractor. The Company shall also be responsible for the costs of Third Party Make Ready Work if

such Third Party Make Ready Work is caused by or necessitated by making room for Company's additional Attachments or modification of one of Company's existing Attachments or to comply with Standard/code clearance requirements.

J. Failure to Timely Transfer, Abandon or Remove Facilities. Company will be charged an Unauthorized Attachment Fee if the Company fails to change the location of its attachment within thirty (30) days of notification as set forth in VII. REQUIREMENTS FOR ATTACHMENT.

K. Field Inspection Fee. The Company shall pay Tacoma Power for all costs associated with inspections conducted outside of the Permit Application process.

XI. BILLING

A. Billing Procedure.

1. Tacoma Power will invoice Company for Attachment Fees semi-annually in January (for the period of January through June) and in July (for the period of July through December) of each year during the Term.
2. Within thirty (30) calendar days of the date Tacoma Power discovers any Unauthorized Attachments, Tacoma Power may invoice the Company for Attachment fees for the current Billing Period, provided however, Tacoma Power will prorate such fees as appropriate.
3. For the final invoice, (upon termination) within thirty (30) calendar days after the first day of January or July, as applicable, Tacoma Power shall invoice the Company for Attachment fees for the current Billing Period, provided however, Tacoma Power will prorate such fees as appropriate.

B. Payment. The Company shall pay all invoices within thirty (30) days of receipt. All payments shall be made in immediately available funds payable to Tacoma Power, or by wire transfer to a bank named by Tacoma Power. If Tacoma Power does not receive payment for any fees or other amount owed within thirty (thirty) calendar days after it becomes due, the Company shall pay interest to Tacoma Power at the rate of one percent (1%) per month, or the maximum interest allowed by law, on the amount due. Nonpayment of any undisputed amounts due under this Agreement beyond sixty (60) days shall constitute a material default of this Agreement. Payment must include invoice number on check.

C. Interest on Unpaid Balances. Interest on any unpaid amounts (including amounts placed in escrow) will bear interest until paid at the rate of 1% per month. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by Tacoma Power.

- D. Taxes.** Company shall pay all applicable and lawful value-added, sales, use, excise, and other taxes, duties, imposts, fees or charges (collectively "Taxes") properly levied or imposed on it by a duly constituted and authorized taxing or other governmental authority with respect to the Company's use of the Poles whether or not such amounts are required to be collected by Tacoma Power under applicable law. In addition, Tacoma Power will invoice and Company shall pay all state, local, and federal taxes and franchise, tariff, and agreement fees (if any), imposed upon Tacoma Power with respect to its activities contemplated under this Agreement. In the event that any authority with jurisdiction imposes a tax on any aspect of the transactions contemplated hereunder including but not limited to taxes imposed pursuant to Chapter 82.29A of the Revised Code of Washington, Company agrees to indemnify, defend, and save harmless Tacoma Power from and against such taxes or other Taxes and any penalties and interest thereon or costs associated with any attempts to collect the same.
- E. Billing Dispute.** In the event of a billing dispute between Tacoma Power and the Company, Tacoma Power will continue to provide service under this Agreement as long as the Company continues to make all payments not in dispute, and pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Company fails to meet this requirement for continuation of service, then Tacoma Power may provide notice to the Company of its intention to terminate this Agreement and apply the security deposit to owed amounts.

XII. LIABILITY, INDEMNIFICATION, AND EXCULPATION

- A. Risk and Duty to Inspect.** Company agrees to use Tacoma Power's Poles at Company's sole risk. Company acknowledges and agrees that it has an obligation to inspect the Poles and/or premises surrounding said Poles prior to commencing any work on said Poles.
- B. Indemnity / Hold Harmless.** Unless caused by the sole negligence or willful misconduct of Tacoma Power its employees, contractors or agents, the Company releases and agrees to defend, indemnify and hold harmless Tacoma Power, its successors and assigns, and its respective directors, officers, employees and agents of Tacoma Power and its successors and assigns (collectively referred to as the "Indemnitees") from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to reasonable attorneys' fees) arising out of or in connection with any Attachments, Permits, the performance of any Work, the operation of any equipment or the Company's system, or the acts or omissions of the Company or any of its suppliers or contractors of any tier, the respective successors and assigns of the Company or any such suppliers or contractors, the directors, officers, employees and agents of each of the foregoing, or anyone acting on the Company's behalf in connection with said Attachments, performance of Work or operation of equipment or the Company's system.

- C. Scope.** Such indemnity, protection and hold harmless shall include any demand, claim, suit or judgment for damages to property or injury to or death of persons, including officers, agents and employees of either party hereto including payment made under or in connection with any Worker's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused or contributed by the erection, maintenance, presence, use or removal of Company's Attachments or by the proximity of the respective cables, wires, apparatus and appliances of Company including any claims or demands of customers of the Company with respect thereto. The Company hereby acknowledges that it is waiving employer immunity under Title 51 RCW, the Industrial Insurance Law, and that this Agreement has been mutually negotiated.
- D. Service Interruption.** Tacoma Power shall not be liable to the Company or to the Company's customers, and the Company hereby indemnifies, protects and saves harmless Tacoma Power against any and all such claims or demands, suit or judgment for loss, liability, damages and expense by the Company's customers, for an interruption to the service of the Company, or for interference with the operation of the Company's Attachments, and/or appliances of the Company, or for interference with the operation of the Company's Attachments, and/or wires and appliances of the Company.
- E. Third Parties.** To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless shall apply to and for the benefit of the Indemnitees. This Section XII shall not be intended or interpreted to provide any person an independent claim or course of action based upon third party doctrine.
- F. Consideration.** Tacoma Power is willing to permit Attachments for the fees described in Schedule 1 only in consideration of and in reliance upon such release, indemnity and hold harmless.
- G. DISCLAIMER.** TACOMA POWER MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO TACOMA POWER'S POLES OR THE PREMISES SURROUNDING SAID POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND TACOMA POWER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. TACOMA POWER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- H. Environmental Hazards.** Company represents and warrants that its use of Tacoma Power's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Tacoma Power's Poles or transport to Tacoma Power's Poles any Hazardous Substances and that Company's Attachments will not constitute or contain and will not generate any Hazardous Substance in violation of federal, state, or local law now or hereafter in 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. Company further

represents and warrants that in the event of breakage, leakage, incineration, or other disaster its Attachments would not release any Hazardous Substances. Company and its agents, contractors, and subcontractors shall defend, indemnify, and hold harmless Tacoma Power 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 Tacoma Power's Poles attributable to Company's use of Tacoma Power's Poles.

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

XIII. FORCE MAJEURE

An event of Force Majeure means any act of Nature, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. Neither Party will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement.

XIV. WORKER'S COMPENSATION, INSURANCE AND BONDS

- A. **Workers Compensation and Employer's Liability.** The Company shall ensure that, with respect to all persons performing the Work, (including Third Party Make-Ready Work) for or on its behalf, the Company or its suppliers or contractors maintain in effect at all times during the term coverage or insurance in accordance with the applicable laws relating to worker's compensation and employer's liability (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law. The Company shall furnish to Tacoma Power such assurance and evidence of such coverage or insurance (such as copies of certificates of insurance and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as Tacoma

Power may request. Tacoma Power reserves the right to accept self-insurance from the Company.

- B. Commercial General Liability.** The Company shall obtain, and maintain continuously for the term of this Agreement, at its own expense, an ISO form, occurrence based (not "claims-made") Commercial General Liability insurance policy, with endorsements and/or other insurance necessary to provide coverage for the Work and other activities and services of this Agreement. The Commercial General Liability policy (CGL) shall have policy limits no less than \$2,000,000 combined single limit of liability each occurrence with general aggregate limit of no less than \$4,000,000. The insurance carrier issuing the policy must have an A.M. Best rating of at least A and be legally admitted and licensed to do business in the State of Washington. The City of Tacoma, Department of Public Utilities shall be named as an additional insured on said CGL policy and said policy shall be primary over and non-contributing to any insurance or self-insurance program of the City of Tacoma.
- C. Deductible / Self-Insurance.** The insurance coverage required by this Section shall not be subject to a deductible or self-insured retained limit of liability, in excess of \$10,000 without the Company having first received the written consent from the City of Tacoma. Company agrees to indemnify and hold the City of Tacoma harmless from the obligation to pay the deductible or self-insured retained limit of liability as if the City of Tacoma were an additional insured without the self-insured retained limit or deductible.
- D. Cross Liability.** Such insurance shall include a "cross liability," "severability of interests," or "separation of insured" clause indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom the claim is made or suit is brought.
- E. Certificate of Insurance.** Prior to commencement of performance of any of the Work, including Third Party Make-Ready Work if performed by or on behalf of the Company, the Company shall provide Tacoma Power a certificate of insurance with its endorsements as evidence of coverage. The company or companies issuing such insurance and the policies issued shall be subject to approval by Tacoma Power.
- F. Notice of Claims.** The company shall promptly advise Tacoma Power of all claims relating to damage to property or injury to or death of persons arising or alleged to have arisen in any manner by, or directly associated with, the erection, maintenance, presence, use or removal of the Company's equipment. Copies of all accident or other reports made to any insurer by the Company shall be furnished to Tacoma Power.
- G. Additional Assurances.** The Company shall also furnish Tacoma Power with such additional assurance and evidence of such insurance (including, but not limited to: copies of insurance policies, declaration pages, and endorsements) as Tacoma Power may from time to time request to reasonably verify the insurance coverage types and limits required hereunder are in effect. Within thirty (30) days after any notice of termination, cancellation, expiration or alteration in any policy of insurance

required under this Agreement, the Company shall deliver to Tacoma Power a Certificate of Insurance acceptable to Tacoma Power with respect to any replacement policy.

- H. Subrogation.** The Company shall ensure that any policies of insurance that the Company or any of its suppliers or contractors of any tier carry as insurance against property damage or against liability for personal injury (including death) shall include a provision therein providing a waiver of the insurer's right to subrogation against the Indemnitees. To the extent permitted by its insurance policies Tacoma Power hereby waives all rights of subrogation for damages to its properties against the Company, its successors and assigned, and the respective directors, officers, employees and agents of the Company and its successors and assignees.
- I. Liabilities and Obligations.** The requirements of this Agreement as to insurance and acceptability to Tacoma Power of insurers and insurance to be maintained by the Company are not intended to and shall not in any manner limit or qualify the liabilities and obligations of or assumed by the Company under this Agreement.
- J. Bonds.** In addition, the Company shall furnish to Tacoma Power, at such times and in such forms as Tacoma Power may in writing request, surety bonds with performance, payment and maintenance clauses payable to Tacoma Power.

XV. COMPLIANCE WITH LAWS

- A. Applicable Standards.** In connection with any Attachments, in the performance of the Work and in the operation of equipment pursuant to this Agreement, the Company shall comply and shall ensure that the equipment, the Work, and all of the Company's suppliers and contractors (of any tier) comply with all Applicable Standards. "Applicable Standards" shall mean:
1. All applicable laws, ordinances, rules, regulations, orders, licenses, permits, franchises and other requirements, now or hereafter in effect, of any governmental authority;
 2. All applicable engineering, industry, and safety standards and codes governing the installation, maintenance, and operation of electric utility facilities and the performance of all work in or around electric utility facilities and includes the most current editions and/or versions of the National Electric Safety Code ("NESC"), the National Electric Code ("NEC"), and the regulations of the Occupational Safety and Health Administration ("OSHA"); and
 3. Tacoma Power's construction standards, specifications, rules, and regulations which apply to Company's Work and/or Third Party Make-Ready Work and will be provided by Tacoma Power to the Company on request; in addition, Construction Standards are available on the Tacoma Power website:

<http://www.mytpu.org/tacomapower/electrical-permitting/electrical-construction-standards.htm>

In the event any of the above Applicable Standards conflict with one another, the Company shall comply with the most stringent of the conflicting standards as determined by Tacoma Power.

- B. Compliance.** The Company shall furnish such documents as may be required to effect or evidence compliance. All laws, regulations and orders required to be incorporated in agreements of this character are hereby incorporated herein by this reference. If Company's Attachments violate or are not in compliance with any applicable laws, ordinances, rules, regulations, orders, licenses, permits, franchises and other requirements, now or hereafter in effect, of any governmental authority or if said governmental authority requires any change to Company's Attachments then Company shall complete said changes and bring its Attachments into compliance.

XVI. EMERGENCIES

- A.** In the event of an emergency, as defined in Section II, relating to the Attachment, Company shall immediately contact Tacoma Power at the emergency phone number below and take immediate action to correct any safety or use problems, including but not limited to the actions in Section VIII, "Performance of Work," even if the full repair cannot be made at the time, in order to protect persons and property or to allow use of the area on which the pole is located. The Parties' respective emergency phone numbers are as follows:

Tacoma Power: (253) 502-8602

Company:

- B.** In the event that Tacoma Power cannot reach Company at the emergency number listed above, Tacoma Power shall, in its sole judgment, repair Company's Attachment in order to protect persons and property, at the Company's sole expense.

XVII. NONWAIVER

The failure of Tacoma Power to insist upon or enforce strict performance by the Company of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

XVIII. ASSIGNMENT; SUCCESSORS AND ASSIGNS; SUB-LICENSING

- A. Assignment.** The Company shall not assign, transfer or otherwise dispose of any of the privileges granted under this Agreement without prior written notice to, and the written consent of, Tacoma Power; PROVIDED, that such consent shall not be unreasonably withheld; and PROVIDED FURTHER that no such written consent shall be required for an assignment or transfer to an entity that the Company controls, is controlled by, or is under the common control of, or to an entity that acquires all or substantially all of the assets of the Company. Any assignment, transfer or disposition of such privileges without the prior written notice to and/or the

written consent of Tacoma Power as required under this Article shall be deemed a material breach of this Agreement. In no event will an assignment or transfer permitted hereunder constitute or effect a release of Company with respect to any liabilities or any of Company's obligations under this Agreement unless such release is expressly granted by Tacoma Power in writing.

- B. Sub-Licenses or Leases.** Without Tacoma Power's prior written consent, Company shall not sub-license or lease to any third party, including but not limited to, allowing third parties to place Attachments on Tacoma Power's Poles, including Co-lashing, or to place Attachments for the benefit of such third parties on Tacoma Power's Poles. Any such action shall constitute a material breach of this Agreement. The use of Company's Attachments by third parties that involves no additional Attachment or Co-lashing is not subject to this Section XVIII.B.

XIX. ENTIRE AGREEMENT

- A.** The terms and provisions contained in the Agreement, Schedule 1, and Appendix A to this Agreement, constitute the entire agreement between the Parties. This Agreement may be modified, extended or renewed only by written amendment, executed by the duly authorized representative of both Parties. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their representative capacity as indicated.
- B.** This Agreement supersedes any and all prior agreements, with respect to Attachments.
- C.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- D.** The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive expiration or termination of this Agreement.

XX. APPLICABLE LAW

This Agreement shall be interpreted, governed by, and construed under the laws of the State of Washington. The Parties agree and stipulate that in the event any litigation should occur concerning or arising out of this Agreement, the sole venue of any legal action shall be the Pierce County Superior Court of the State of Washington. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

XXI. NOTICES AND OTHER COMMUNICATIONS

A. Notices. Any formal notice, request, approval, consent, instruction, direction or other communication given by either Party or to the other pursuant to this Agreement shall be in writing and shall be delivered by either (1) certified first class mail, return receipt requested, or (2) by reputable overnight courier service to the individuals denoted below, unless otherwise directed in writing, at the address provided:

TO: Tacoma Power:

Tacoma Power
Business and Financial Management
ATTN: Joint-Use Coordinator
3628 S. 35th Street
Tacoma, WA 98409

TO: Company

ATTN:

B. Invoices/Informal Notice. Billing invoices and informal notices, such as technical or routine business communications, may be transmitted by electronic mail. Either Party may from time to time change such address by giving the other Party written notice of such change in accordance with the provisions of this Section.

Company address for informal notices and billing purposes shall be as follows:

Company:
Attn:
Email Address:

Tacoma Power address for informal notices and billing questions shall be as follows:

Tacoma Power
Business and Financial Management
ATTN: Joint-Use Coordinator
3628 S. 35th Street
Tacoma WA 98409

Email Address: pwrjointutilities@cityoftacoma.org

C. Strand and Hardware Installation. It shall be the Company's responsibility to notify Tacoma Power Hybrid Fiber Coax Construction group when installation is completed as indicated in Section VIII. E.

Tacoma Power
Hybrid Fiber Coax Construction Division
kmathes@cityoftacoma.org
253-502-8851

D. Construction Standards. Company shall comply with all applicable Tacoma Power Standards as indicated in Section XV. A.

<http://www.mytpu.org/tacomapower/electrical-permitting/electrical-construction-standards.htm>

XXII. HEADINGS

The headings of sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the effective date.

COMPANY

By: _____ Date: _____

Printed Name: _____

Title: _____

Tax ID No.: _____

TACOMA POWER:

By: _____ Date: _____

Chris Robinson
Power Superintendent/COO

Approved:

Andrew Cherullo, Finance Director

Approved as to Form:

Deputy City Attorney

Schedule 1
Master Pole Attachment Agreement
Fees

City of Tacoma
Department of Public Utilities
Tacoma Power

This Schedule sets forth the Fees for Attachments to Tacoma Power's Distribution System, together with applicable power supply and customer charges

1. Attachment Fees:

Annual rate for Attachments: \$26.49

Auxiliary wireline equipment enclosure: \$52.98

2. Application Fees:

Application Fee: \$175 per application, up to 15 Poles, plus additional \$5 per Pole thereafter.

3. Security Deposit:

No security deposit is required as of the Effective Date of the Agreement, but Tacoma Power reserves the right, per Section IX. B. and at any time during the Term of the Agreement, to review its operational risks hereunder and require that Company provide a security deposit in an amount deemed necessary by Tacoma Power.

4. Pole Records and Maps:

Actual time and materials

5. Additional Charges for Electricity Supplied by Tacoma Power:

In addition to the annual Attachment Fees per Pole set forth above, the following monthly power cost and customer charges apply to, and shall be collected for, Attachments that require electricity supplied by Tacoma Power. The Company is responsible for and shall timely pay all such charges when invoiced by Tacoma Public Utilities:

- **Energy and Delivery charges** per the monthly rate specified in Tacoma Municipal Code Section 12.06.170 B. 1. and 2.
- **Customer charge** per the monthly rate specified in Tacoma Municipal Code Section 12.06.170 B. 3.

Note: All Fees and Charges specified in this Schedule 1 are subject to amendment by the City of Tacoma Public Utility Board and/or City Council. The Company shall be responsible for and shall pay the applicable annual Attachment fee(s) if and as adjusted per future Resolution(s) adopted by the Tacoma Public Utility Board, as well as all Municipal Code Schedule B rates applicable to power cost and/or customer charges as the same may hereafter be revised per future Ordinance(s) adopted by the Tacoma City Council.

Government Rate

Schedule 1 Master Pole Attachment Agreement Fees

City of Tacoma
Department of Public Utilities
Tacoma Power

This Schedule sets forth the Fees for Attachment to Tacoma Power's Distribution System, together with applicable power supply and customer charges.

1. Attachment Fees:

Annual rate for Attachments: \$10.18

Auxiliary wireline equipment enclosure: \$52.98

2. Application Fees:

Application Fee: \$175 per Application, up to 15 Poles, plus additional \$5 per Pole thereafter.

3. Security Deposit:

No security deposit is required as of the Effective Date of the Agreement, but Tacoma Power reserves the right, per Section IX. B. and at any time during the Term of the Agreement, to review its operational risks hereunder and require that Company provide a security deposit in an amount deemed necessary by Tacoma Power.

4. Pole Records and Maps:

Actual time and materials

5. Additional Charges for Electricity Supplied by Tacoma Power:

In addition to the annual Attachment Fees per Pole set forth above, the following monthly power cost and customer charges apply to, and shall be collected for, Wireless Telecommunication Attachments that require electricity supplied by Tacoma Power. The Company is responsible for and shall timely pay all such charges when invoiced by Tacoma Public Utilities:

- **Energy and Delivery charges** per the monthly rate specified in Tacoma Municipal Code Section 12.06.170 B. 1. and 2.
- **Customer charge** per the monthly rate specified in Tacoma Municipal Code Section 12.06.170 B. 3.

Note: All Fees and Charges specified in this Schedule 1 are subject to amendment by the City of Tacoma Public Utility Board and/or City Council. The Company shall be responsible for and shall pay the applicable annual Attachment fee(s) if and as adjusted per future Resolution(s) adopted by the Tacoma Public Utility Board, as well as all Municipal Code Schedule B rates applicable to power cost and/or customer charges as the same may hereafter be revised per future Ordinance(s) adopted by the Tacoma City Council.

Appendix A

City of Tacoma
Department of Public Utilities
Tacoma Power

Master Pole Attachment Agreement
SAMPLES

Pole Attachment Permit Conditions & Instructions

Application

Detail Pole/Attachment Data

Map Sample



Pole Attachment Application - Form Instructions

- 1 Company must have a valid attachment agreement on file with Tacoma Power before application will be processed.
- 2 If utilizing sub-contractors, Company must have submitted a letter authorizing sub-contractor to perform work on their behalf. In addition, Company must have provided a copy of their pole attachment agreement that governs their Pole Attachment Application(s) to all sub-contractors who submit said application(s) on their behalf.
- 3 All shaded areas are REQUIRED to be completed. Failure to provide complete information can result on a delay to process your request and/or denial to attach.
No approval, survey or review work will be performed until a complete and accurate request has been submitted.
- 4 If Electrical Services will be required, make sure to include request on "Electrical Services Information" field.
- 5 Application for communication enclosures and/or miscellaneous equipment must include specification sheet(s) including weight, dimensions, and configuration of equipment.
- 6 Application for wireless Attachments must meet submittal requirements set forth in Section IV of the pole attachment agreement, which shall include specification sheet(s) including device dimensions and weight, power supply, RF output power, enclosure material type, FCC Standard Compliance, operating AC voltage, power consumption, and transmit output power.
- 7 Proposed attached method means: NEW DIRECT, CO-LASH, OVERLASH, REMOVAL, or OTHER. If you are co-lashing, please specify to whom, **AND** include approval authorization from the co-lashing partner.
- 8 Proposed attachment height needs to be specific in decimal format. **Approximate height is not acceptable.**
- 9 Attachments must meet all applicable requirements of the NESC and Tacoma Power Construction Standards including but not limited to the following clearances:
 - Support Clearances
 - Communication cables to supply cables: 40"
 - Between communication cables: 12"
 - Span Clearances
 - Communication cables to supply cables: 30"
 - Between communication cables: 4"

Additionally, on Jointly Owned poles CenturyLink will not attach below 19'.
- 10 A check, payable to City Treasurer, for all applicable fees and two full sets of your application must be mailed to Tacoma Power. The application sets must contain the following documents:
 - Filled in and signed Application (Tab 1)
 - Filled in Detail Pole Attachment Data (Tab 2)
 - Legible map(s) of all poles on route and pole height block (Tab 3 example). Streets must be clearly identified and labeled. Map(s) must include existing pole attachments and attachment heights, and any required make-ready for each pole on the application.
 - Existing attachments must be listed in order from top to bottom and include attachment heights in decimal form.
- 11 Construction needs to be completed within 90 days unless a permit extension is granted by Tacoma Power.
- 12 A final construction inspection by Tacoma Power is required.



Wireline Application

Permit # _____

Application Date _____

INSTRUCTIONS: This cover sheet must be completed for each application request. Complete all shaded areas. Any fields left blank may result in return of incomplete request.

Name of Attaching Company (MPAA holder)

Name of Applicant (Contractor)

Attaching Company Contact Person

Applicant Contact Person

Attaching Company Telephone Number

Applicant Contact Telephone Number & Email Address

Attaching Company Address

Applicant Address

City, State, ZIP

City, State, ZIP

Project Information:	
Site Address:	Company's Reference Number:
Total # of New Contacts:	Total # of Removals:
Total # of Overlashing	Total # of Co-Lashing:
Total # of Other:	Total # of Affected Poles:

Electrical Services Information (if applicable):
 Requires Electrical Service YES NO

Detailed Description of work:

Authorized Signature

Date

Printed Name & Title

Email Address

****Failure to supply requested information may delay acceptance of the application****

For Internal Use Only:	
<input type="checkbox"/>	Applicant has a valid Franchise Agreement and/or other required agreements are in effect to operate within the franchise jurisdiction.



Detail Pole/Attachment Data

Permit # _____

1	2	3	4	5	6	7	8	9	10	11		
Tacoma Power's Pole Number	Company's Pole Number (if applicable)	Company's Map/Drawing Number	Proposed Attachment Method (see key below)	Size/Type of Attachments (see key below)	Cable Type (messenger, fiber, etc.)	Diameter (inches to third decimal)	Design Tension (lbs)	Number of guys to be installed	Attaching to existing anchor (Y/N)	Make Ready (Y / N)	Height of Attachment on Pole (Feet & Inches)	Include Original Permit # for removals
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												

1. Tacoma Power Pole Number, can be up to 5 digits, obtained from TPU.
2. Company's Pole Number, if applicable.
3. List drawing number of Company's map that shows this pole.
4. Enter proposed attachment method from key below.
5. Enter appropriate letters from key below.
6. Enter proposed attachment specifications (if design tension unknown, 60% of Rated breaking strength (RBS) will be used)
7. Enter the number of down guys that will be attached after construction.
8. Enter Yes or No if you will be attaching to an existing TPU anchor.
9. Make Ready work that the Company has identified.
10. Enter specific height of proposed attachment. Approximate height is NOT acceptable.
11. If removing an existing attachment, include the original TPU issued permit number.

Proposed Attachment Method:

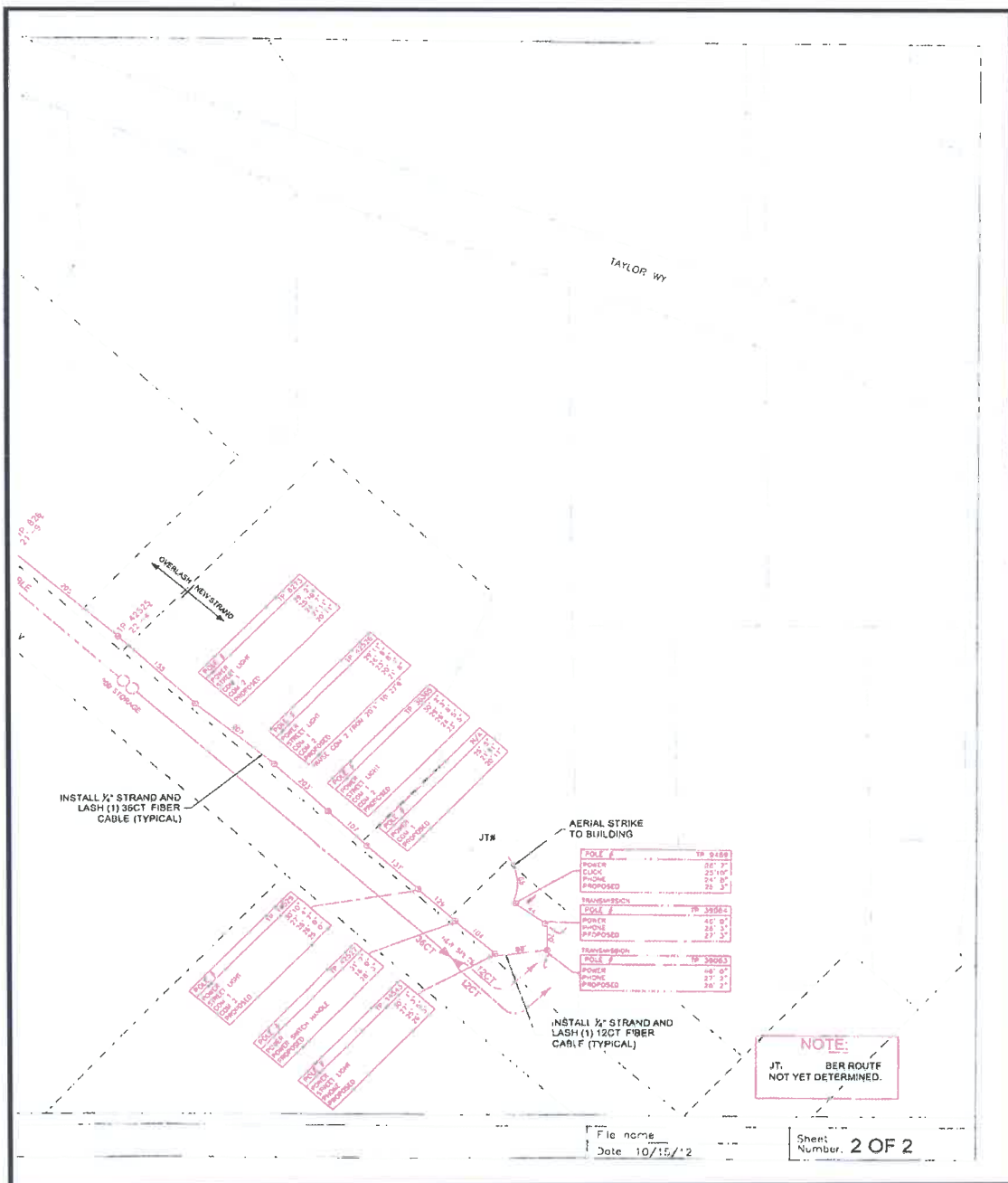
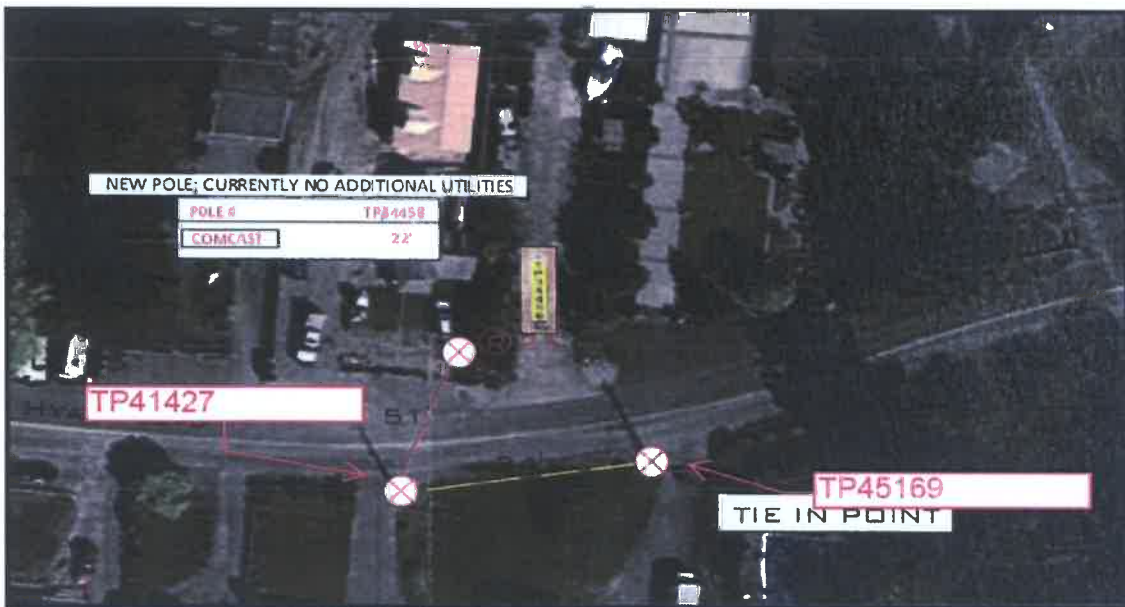
- NEW = New Direct Attachment
- CLA = Co-Lash (overlashing onto an existing wire/cable owned by a third party)
- OVL = Overlashing (overlashing onto an existing wire/cable owned by the company)
- REM = Removal
- OOO = Other

Attachment Type Key:

- A. Amplifier B. Enclosure C. Slack Box D. Splice Box E. Power Supply
- F. Regular <2" G. Oversized >2" H. Risers I. Other (please specify)

Company/Contractor's Name: _____

Attachment Site: _____





3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

POLE ATTACHMENT PERMIT

Permit No. XXXX-XXX

Applicant:

Applicant Name
Applicant Street Address
City State, Zip

Site: Project Location (Ref # Applicant Reference Number)

Permit No. _____ is hereby **granted for** _____ **(XX) poles as** described on the list(s) and map(s) submitted as Appendix A, Pole Attachment Application received on _____. Tacoma Power Make-Ready Work was not required for this project.

Permit Effective Date: _____

Please note that you are required to furnish and install cable attachment identification tags (**code #** _____) at each pole per the attached Tacoma Powers Construction Standards C-OH-1060 and C-OH-9000. **Please notify Ken Mathes, (253) 502-8851, after strand placement and before equipment placement for a preliminary inspection.**

You are also required to notify Tacoma Power, through this office, in writing within 15 calendar days after your pole attachment project is completed. You may e-mail your completed notification to pwrjointutilities@cityoftacoma.org.

Expiration Date: _____

(180 days, unless otherwise approved in writing)

Tacoma Power
Department of Public Utilities

By: _____

Name: _____

Title: _____

Date: _____



**Customer Requirements
Pole Attachment Requirements for
Telecommunications (non-RF)**

C-OH-1060

Application

This standard establishes the attachment requirements to utility pole structures owned and operated by Tacoma Power and communication facilities owned and operated by others. This standard does not apply to antennas or other radio frequency (RF) emitting communication devices.

In This Standard

Topic	See Page
Terms	2
Attachment Requirements	2 - 7
Agreements, Permits and Codes	2
Order of Cable Attachment	4
Climbing Space	4
Cables, Messengers, Guys and Anchors	5
Risers	5
Tagging	6
Tag Specifications	6
Pole Drilling	7
Enclosure Mounting	7 - 9
Site Selection	7
Selection Criteria for Enclosures on Pole	7
Location of Enclosures on Pole	8
Location and Attachment of Service Riser	8
Ground Mounted Equipment	8
Electrical Inspection	8
Labeling	9
Grounding Requirements	11 - 12
Metallic Messenger Bonding	11
Nonmetallic Messengers	11
Enclosure Grounding	12



Customer Requirements Pole Attachment Requirements for Telecommunications (non-RF)

C-OH-1060

Terms

The following are definitions of terms used in this standard (see Figure 1):

Term	Definition
Joint Utility	For the purposes of this standard, any entity (utility, public agency, telecom company, or other) other than the electrical supply utility that is attached to the structure.
Communication Space	The space on joint-use structures where communication facilities are separated from the supply space by the communication Worker safety zone. This space is below the communication worker safety zone.
Communication Worker Safety Zone	That space as defined in National Electric Safety Code (NESC) Rule 235C4. This zone generally originates at the lowest point of the supply space. This space is intended to maintain a physical separation between supply and communication facilities. The minimum dimensions of this space shall at no time be violated.
Supply Space	The space on joint-use structures where supply facilities are separated from the communication space by the communication worker safety zone. This space is above the communication worker safety zone.
Distribution	Tacoma Power supply voltages of 7.2 kV to 15 kV.
Secondary	Tacoma Power supply voltages of 600 V or less.
Supply Neutral	Multi-grounded conductor for the supply system.

Attachment Requirements

Agreements, Permits and Codes

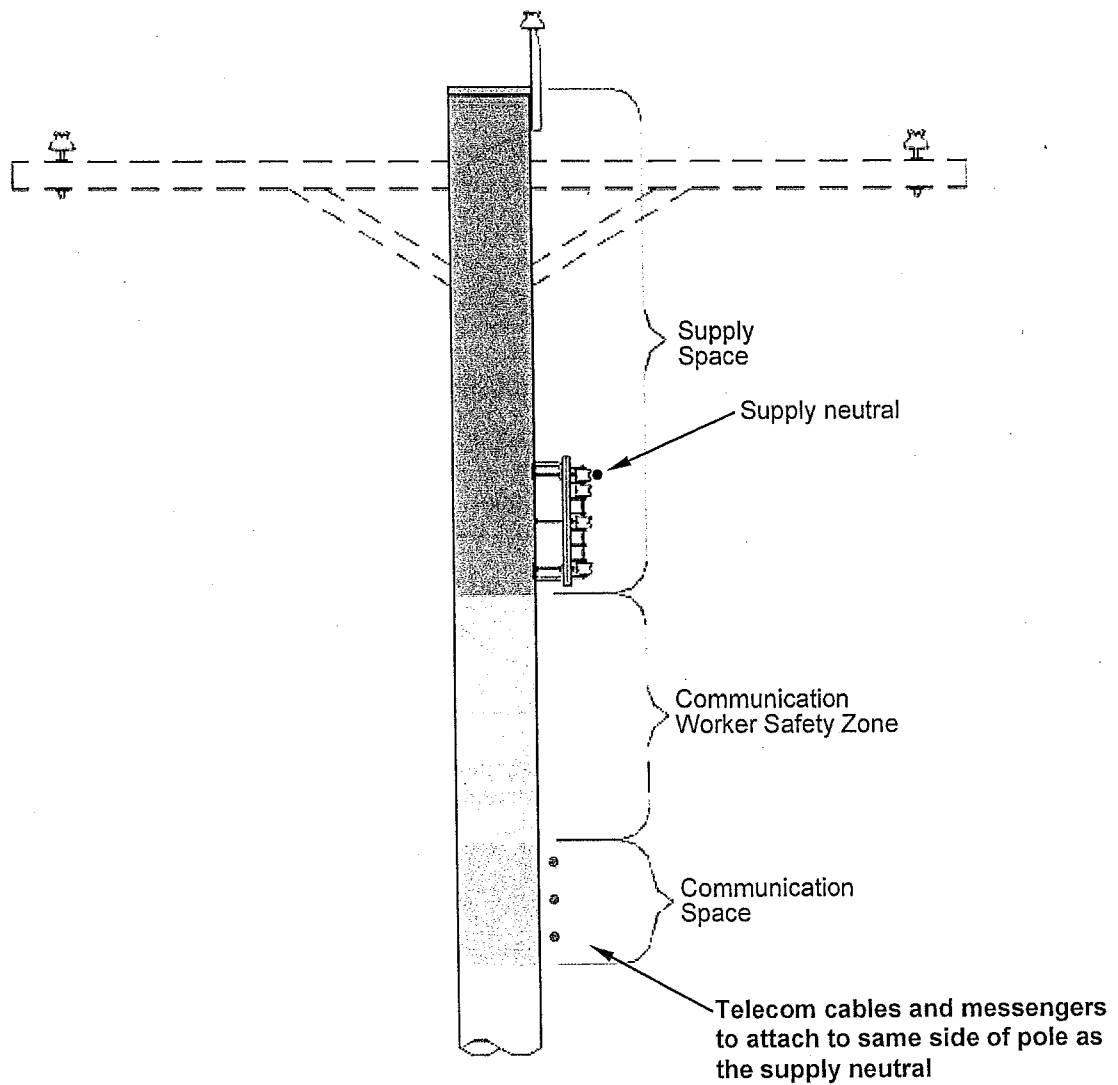
- Prior to attaching equipment to poles owned by Tacoma Power, a pole attachment agreement must be signed by all parties involved and the related pole attachment permit approved. Please contact Tacoma Power *Business and Financial Mgmt Dept* at pwrjointutilities@cityoftacoma.org.
- All attachments must meet the requirements for clearance and strength as specified by standard C-OH-9000 "Customer Requirements, Clearance Requirements for Overhead Joint Utility Construction" and the NESC, along with statutory, code, and other regulatory requirements established by the State of Washington, Pierce County, and local governments including the City of Tacoma.
- Attachments within the city limits of Tacoma must comply with the requirements of City of Tacoma Municipal Code, Title 16 and City of Tacoma franchise agreement.

Customer Requirements
Pole Attachment Requirements for
Telecommunications (non-RF)

C-OH-1060

Attachment Requirements *(continued)*

Figure 1 Illustration of Space Allocation on Pole



Customer Requirements
Pole Attachment Requirements for
Telecommunications (non-RF)

C-OH-1060

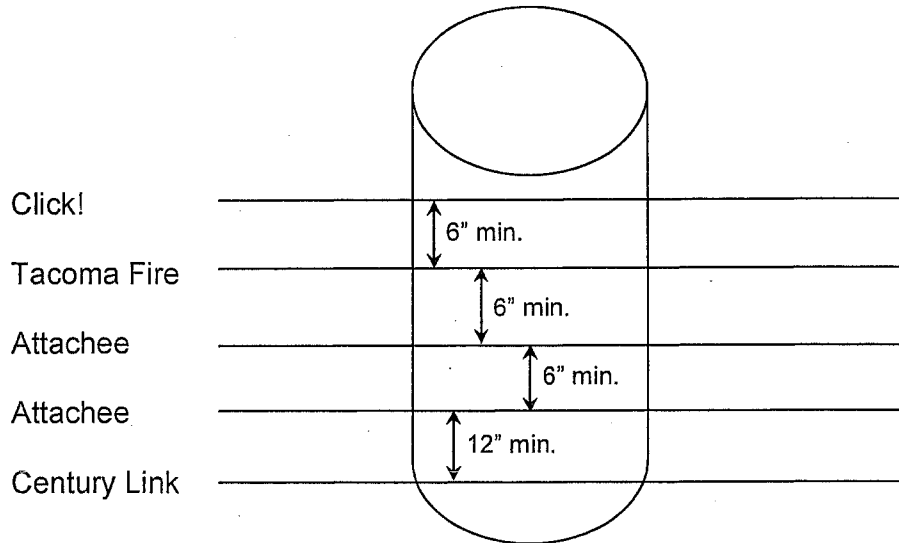
Attachment Requirements *(continued)*

Order of Cable Attachment

On poles owned by Tacoma Power and those co-owned with Century Link Communications (formerly known as: Qwest), the order of telecom cable attachments will be as follows (see Figure 2):

- Top attachment shall be Tacoma Power HFC / Click!
- Below Click! – Tacoma Fire
- Middle attachments other attachees
- Lowest attachment shall be Century Link (if present)

Figure 2 Cable Attachment Clearances on Pole in Communication Space



Climbing Space

- Unless specifically designated by Tacoma Power, all poles shall be climbable to the requirements of the NESC.



Customer Requirements
Pole Attachment Requirements for
Telecommunications (non-RF)

C-OH-1060

Attachment Requirements *(continued)*

**Cables,
Messengers,
Guys and
Anchors**

Requirements for joint utilities' cables, messengers, guys and anchors.

For...	Do This...
Cables and Messengers	<ul style="list-style-type: none"> • Attach to the same side of the pole as the supply neutral (see Figure 1). • If the supply neutral is on a crossarm, then the telecom cables shall be installed on the road side of the pole. • Telecom attachments shall maintain 12 in. minimum vertical separation from each other according to the NESC (see Figure 2).
Cables, Messengers, Guys and Anchors	<p>Tension and/or guy the cable and/or messenger so that:</p> <ul style="list-style-type: none"> • the angle of the existing structures is not altered. • pole buckling does not occur. • the sag characteristics of the supply conductors and existing telecom conductors are not altered. <p>Also:</p> <ul style="list-style-type: none"> • Install anchors no closer than 6 ft. to another anchor. • Attachment to existing Tacoma Power anchors will require prior approval by Tacoma Power.

Risers

Telecom conduit risers shall follow the requirements below (see Figures 5 & 6):

- Risers shall be installed on standoff brackets. Standoff brackets shall be:
 - no lower than 8 ft. from the ground or other accessible surface.
 - mounted within 6 in. of the top end of any stick of conduit.
 - evenly spaced along the pole and no more than 10 ft. apart.
- If standoff brackets are already installed on the pole, the new riser(s) shall be attached to these standoffs.
- Spacing between the pole and conduit riser shall be a minimum of 4 in.
- Risers should be located on the field side of the pole and the pole quadrant most protected from traffic.
- The entire length of conduit riser should parallel the structure or pole, regardless of taper of the pole.
- The conduit can be extended to but no closer than 40 in. of the supply space.
- The total quantity of conduits on a pole for all the utilities shall not be more than 6 (six).



**Customer Requirements
Pole Attachment Requirements for
Telecommunications (non-RF)**

C-OH-1060

Attachment Requirements (continued)

Tagging Telecom companies are required to install a tag on their cables *at each pole*. This benefits crews during pole replacements, repairs, and emergency service providers during emergencies. Tacoma Power has assigned identification codes to the organizations (identical to Seattle City Light, when applicable) as listed below.

Code	Organization	Code	Organization
001	Click!/U.P. School District	019	City of Fircrest
002	Tacoma Fire	020	City of Fife
003	Tacoma Traffic Signal	021	City of Tacoma Communications
004	Comcast	022	
005	Qwest/CenturyLink	023	Unite Private Networks
006	Rainier Group	024	Cellnet
007	Port of Tacoma	025	FatBeam
008		026	AT&T
009		027	Astound/Wave Broadband
010	Bethel School District	028	MCImetro
011	Pierce County	CPSD	Clover Park School District
012	City of Lakewood	CUST	Customer Owned
013	City of University Place	ELM	Elmhurst
014	Electric Light Wave/Integra	EMAN	Franklin Pierce School District/EMAN
015	Sprint	PARK	Parkland
016	360 Networks/ZAYO	PSE	Puget Sound Energy
017	Tacoma Water	PW	Public Works
018	University of Washington	RUST	Town of Ruston
		UNK	Unknown

Tag Specifications

Cable Identification tags shall be:

- Black on yellow (black numbering on yellow background).
- Minimum 2 in. x 3 in. size tags with numbers minimum 1 in. height.
- Non-conductive, UV resistant polyethylene.

Customer Requirements
Pole Attachment Requirements for
Telecommunications (non-RF)

C-OH-1060

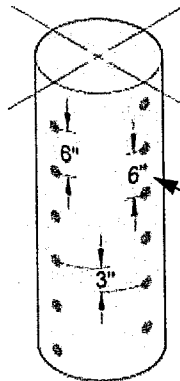
Attachment Requirements *(continued)*

Pole Drilling To maintain structural integrity of the pole, holes drilled into poles shall follow the table below (see Figure 3).

Activity	Description
Holes on same side of pole	Holes on same side of pole shall be no closer than 6 in.
Holes perpendicular to each other	Holes that are perpendicular shall be no closer than 3 in.
Hole Treatment	<ul style="list-style-type: none"> • Douglas Fir Poles: Treat holes with Tacoma Power's current approved preservative. • Cedar Poles: Do not require treatment.

Figure 3

Pole Drilling



Pole drilling clearances are for structural integrity purposes only. Vertical clearances between telecomm cables shall be as shown in Figure 2.

Enclosure Mounting

Site Selection Pole locations selected for enclosure attachment shall be forwarded to the Tacoma Power *New Services Engineering Office* for review. Pole attachments are approved on a pole-by-pole basis and Tacoma Power reserves the right to deny attachment to any pole.

Selection Criteria for Enclosures on Pole

- Enclosures **should** be mounted on clean tangent poles when possible.
- Enclosures **should not** be mounted on poles that are in the following conditions:
- Deadend or double deadend corner poles with or without anchors
 - Poles that have supply buck leads (distribution lines extending in three directions)
 - Poles with switch handles that extend below the communication space
 - Poles that have existing equipment boxes such as:
 - control boxes for Tacoma Power equipment
 - other power supply, battery, etc.



Customer Requirements **Pole Attachment Requirements for Telecommunications (non-RF)**

C-OH-1060

Enclosure Mounting *(continued)*

Location of Enclosures on Pole

Enclosure mounting shall follow requirements listed below (see Figures 4 & 5):

- Mount under the transformer or other pole device.
- If transformer or other pole device does not exist, then mount enclosure in line with the OH distribution conductors and under the distribution crossarm. In the absence of a crossarm, mount enclosure under the distribution conductor and on the gain or pole tag side of the pole.
- No closer than 4 in. from the surface of the pole.
- Any power supply cable should be greater than 8 ft. from the ground.
- Enclosures mounted on poles with underground risers must allow at least a minimum quarter of a pole for climbing space.

Location and Attachment of Service Riser

Enclosures that require electrical service from Tacoma Power shall install electrical service risers as follows (see Figures 4 & 5):

- Follow all "Risers" requirements on page 5 of this standard.
- Service riser conduit shall be no smaller than 1-1/4 in. sch. 40 PVC and the first 10 ft. of conduit shall be PVC sch. 80.
- Conduit shall be continuous into enclosure.
- The additional conduit, weatherhead, conductor, and standoff brackets required to extend into the supply space shall be supplied on the pole for Tacoma Power to complete. Confirm with *Tacoma Power T&D Construction Office*.

Ground Mounted Equipment

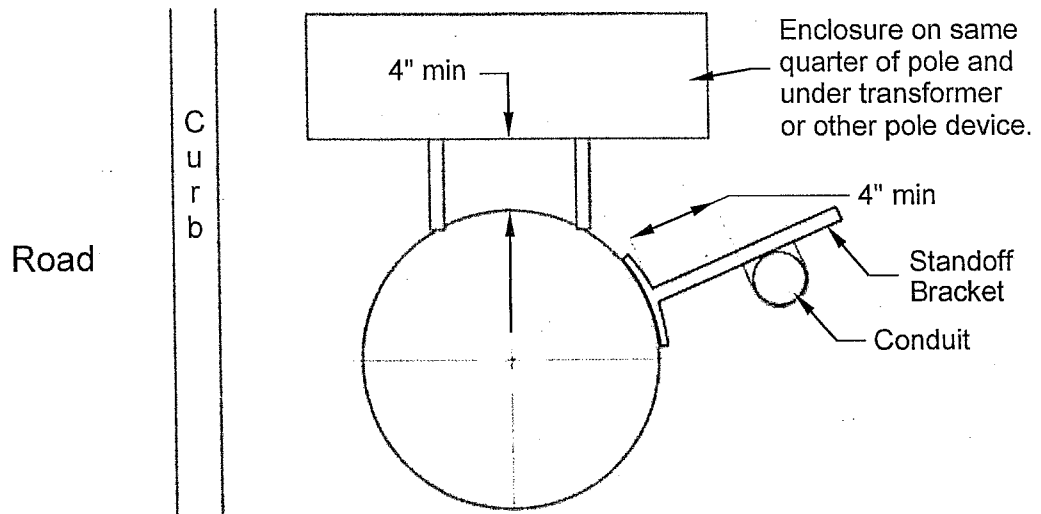
- Subsurface handholes and ground mounted pedestals should be:
 - located on the road or field side of the pole or grouped with any existing handholes/pedestals.
 - be a minimum 4 ft (6 ft to 10 ft preferred) from base of pole (see standard A-OH-4007 "Clearances for Poles")
- Do not install handholes/pedestals or underground conduit in the pole line where it would conflict with the future replacement of the pole.
- When the equipment must be placed in line with the pole, it should be located on the transformer, distribution crossarm, or other power equipment side of the pole.

Electrical Inspection

Electrical service for enclosures shall be inspected and approved by the Tacoma Power Electrical Inspection Office prior to energization.

Enclosure Mounting *(continued)*

Figure 4 Attachment Requirements for Enclosures and Risers



Labeling

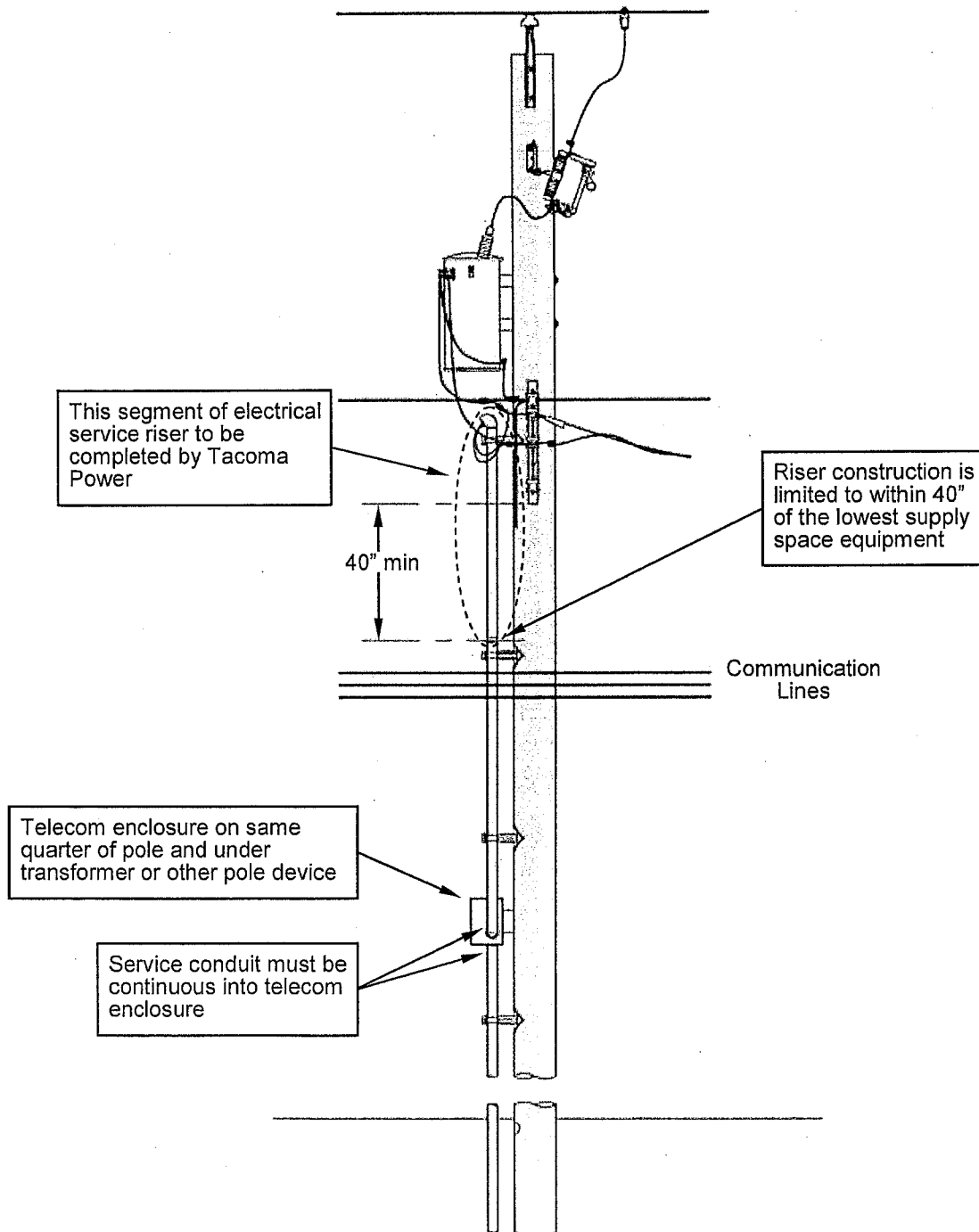
Enclosures shall be labeled as follows:

- Clearly labeled with reflective, weather and UV resistant sign or decal on the road side surface of the enclosure.
- Label shall have the following information:
 - Name of owner
 - Reference, site or equipment ID number
 - 24 hr phone number to responsible person that will respond to emergencies in a timely manner

NOTE: Reference numbers along with the physical address of each enclosure installation must be included with the application for electrical service.

Enclosure Mounting *(continued)*

Figure 5 Pole Mounting of a Telecom Enclosure by Non-Qualified Electrical Workers



Customer Requirements Pole Attachment Requirements for Telecommunications (non-RF)

C-OH-1060

Grounding Requirements

Metallic Messenger Bonding

Metallic and/or conductive messengers shall be bonded to the pole grounds as listed below:

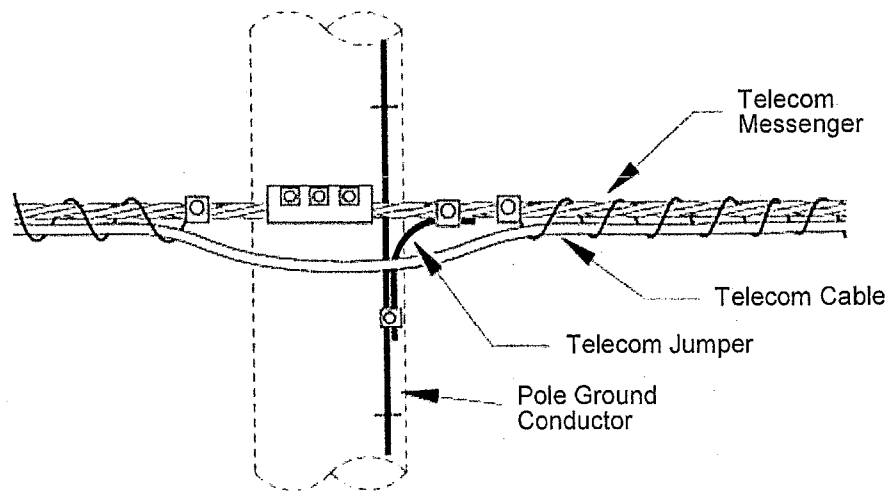
Activity	Description
Number of bonding points	The messengers shall be bonded per the requirements of the NESC to the pole ground.
Who makes the bonding connection?	The attaching utility shall make and maintain all bonding connections for their messengers and equipment.
Who supplies the pole ground?	Tacoma Power installs and maintains all pole grounds.

Nonmetallic Messengers

Bonding requirements of messengers are governed by the NESC. If the messenger meets the requirements of the NESC as nonconductive (Kevlar-type), bonding is not required.

Figure 6

Grounding of Telecom Conductors at Supports



Customer Requirements
Pole Attachment Requirements for
Telecommunications (non-RF)

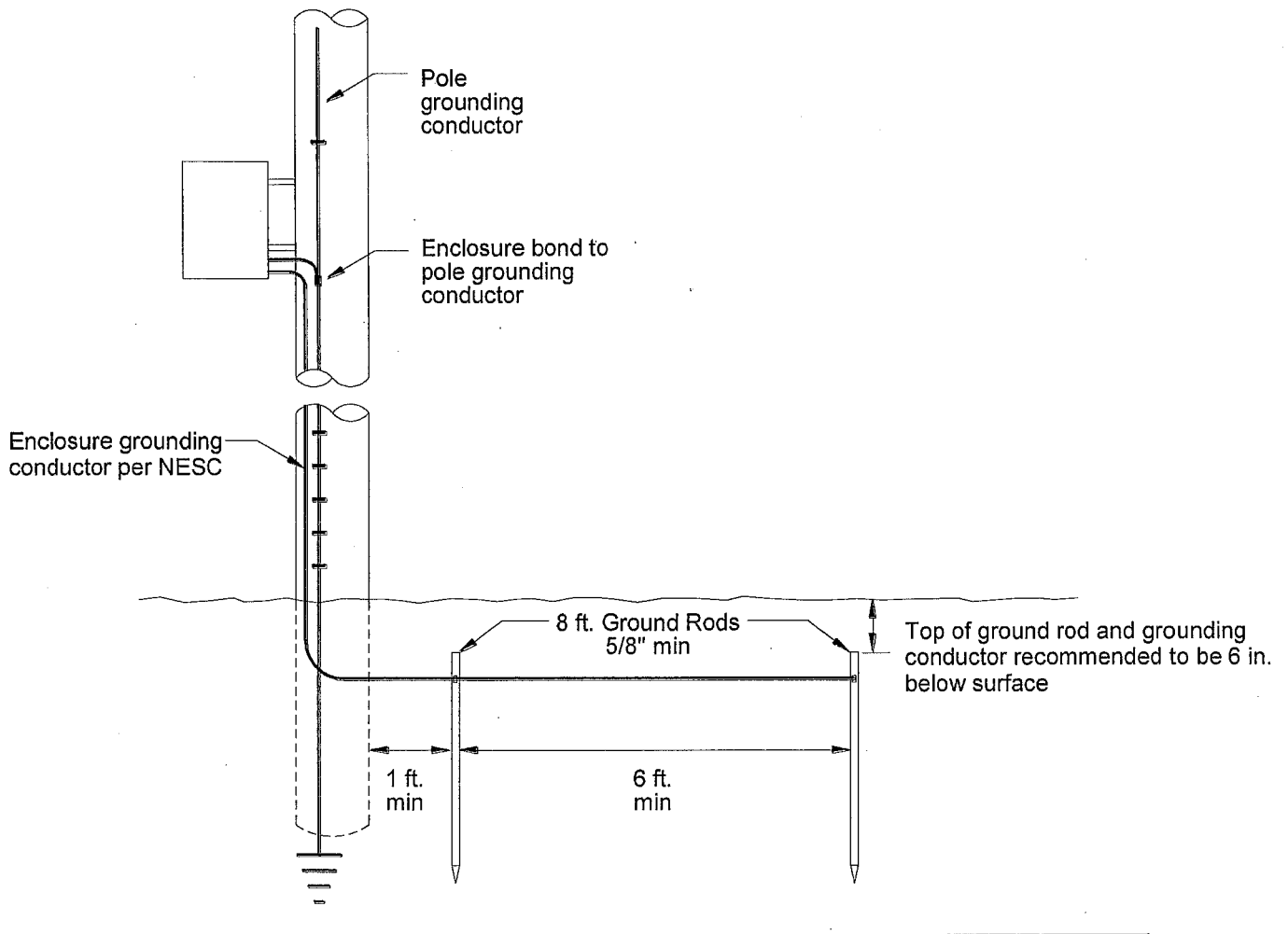
C-OH-1060

Grounding Requirements *(continued)*

Enclosure Grounding

- All enclosures shall be bonded to existing pole grounds.
- Enclosures requiring electrical service (amplifiers, power supplies) shall be grounded per National Electric Code (NEC) (see Figure 7).

Figure 7 Grounding of Enclosures





**Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction**

C-OH-9000

Application

This standard establishes the clearances that are required on utility pole structures between electrical supply facilities owned and operated by Tacoma Power and communication facilities owned and operated by others.

Terms

Term	Definition
Joint Utility	For the purposes of this standard, any entity (utility, public agency, communications company, or other) other than the electrical supply utility that is attached to the structure.
Communication Space	The space on joint-use structures where communication facilities are separated from the supply space by the communication Worker safety zone. This space is below the communication worker safety zone.
Communication Worker Safety Zone	That space as defined in National Electric Safety Code (NESC) Rule 235C4. This zone generally originates at the lowest point of the supply space. This space is intended to maintain a physical separation between supply and communication facilities. The minimum dimensions of this space shall at no time be violated.
Supply Space	The space on joint-use structures where supply facilities are separated from the communication space by the communication worker safety zone. This space is above the communication worker safety zone.
Transmission	Tacoma Power supply voltages of 115 kV or 230 kV.
Distribution	Tacoma Power supply voltages of 7.2 kV to 15 kV.
Secondary	Tacoma Power supply voltages of 600 V or less.
Supply Neutral	Multi-grounded conductor of the Distribution system.
Common Position	Nine feet (9 ft.) below the distribution.

Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction

C-OH-9000

Figure 1 Illustration of Space Allocation on Pole

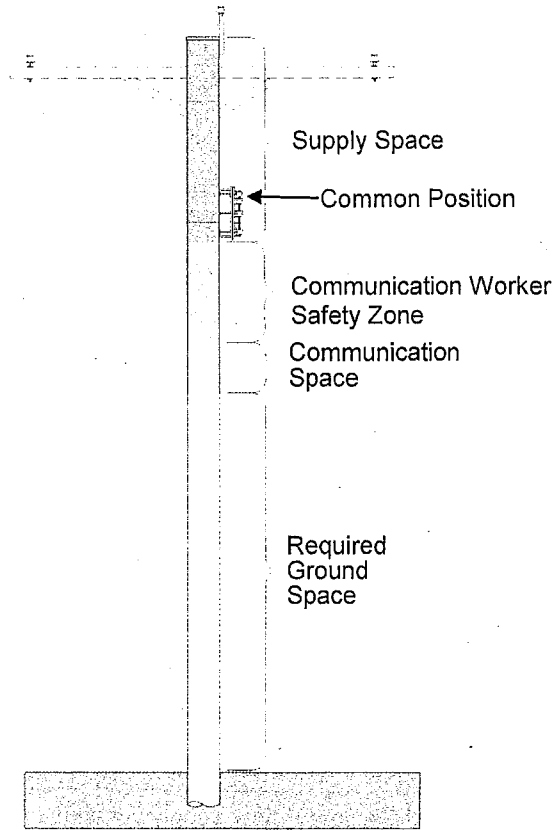
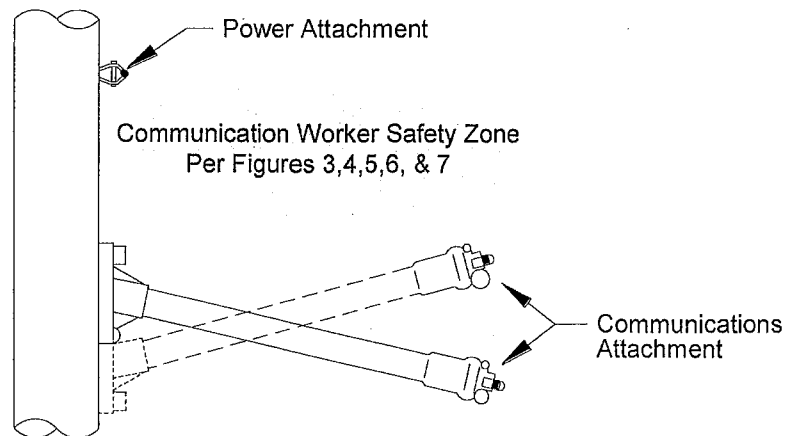


Figure 2 Illustration of Communication Worker Safety Zone





Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction

C-OH-9000

Clearance Requirements

Clearances to Transmission Clearances from transmission to communication underbuild will be determined by the Tacoma Power Line Engineering Department. This standard does not list any clearances of communication cables to Tacoma Power transmission facilities.

Clearances to Distribution, Secondary and Supply Neutral Clearances to distribution, secondary and supply neutral conductors will follow the most current version of the NESC unless otherwise noted. At no time will the minimum NESC clearances be compromised.

Minimum clearance values listed for existing attachments do not allow for additional communication facilities to be installed at a later date.

New Attachments For new communication attachments to existing structures that wish to be installed above existing communications facilities the minimum clearance values must be present. If this is not the case make ready work is likely to be required.

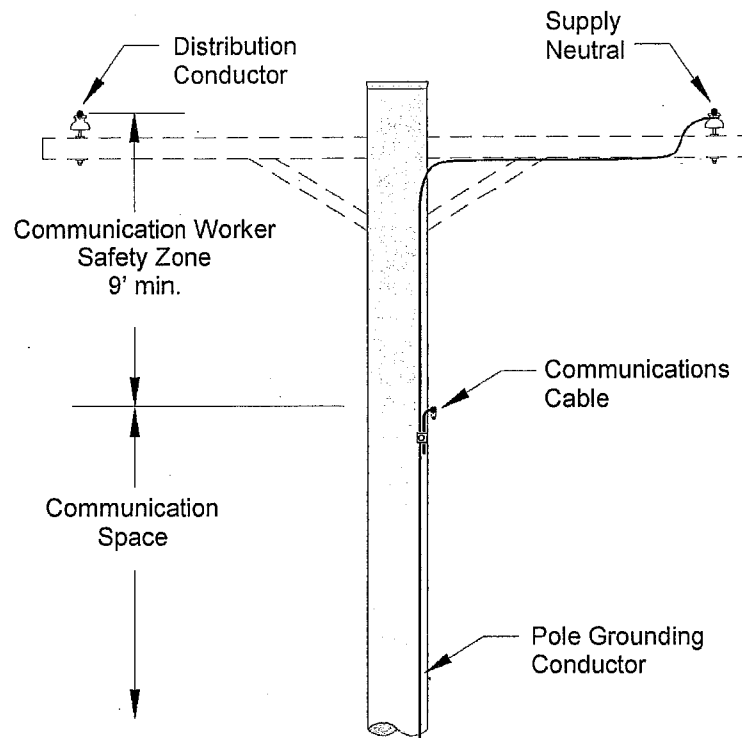
Clearances at Supports The minimum clearances at supports between Tacoma Power electrical supply conductors, equipment, and hardware and communication conductors and hardware attached to the same supports are listed in the figures that follow:

if...	and...	then refer to...
distribution/supply neutral conductors are mounted on a crossarm at the same level (either single or double arm construction)	there are no additional Tacoma Power conductors or equipment below the crossarm	Figure 3 (The clearance is measured from the tie wire or conductor clamp on the insulator to the top of the communication space)
distribution/supply neutral conductors are mounted on a crossarm at the same level (either single or double arm construction)	electrical equipment enclosure is mounted beneath the crossarm with no additional Tacoma Power conductors or equipment beneath it	Figure 4
the supply neutral is located in the common position on the pole	there are no secondary conductors on the pole	Figure 5
secondary conductor is located in the common position		Figure 6
a secondary riser is located on the pole		Figure 7

Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction

C-OH-9000

Figure 3 Clearance to Distribution/Supply Neutral Conductors on Pole with No Other Equipment or Conductors (e.g. 13.8 kV System or Supply Neutral on arm, etc.)



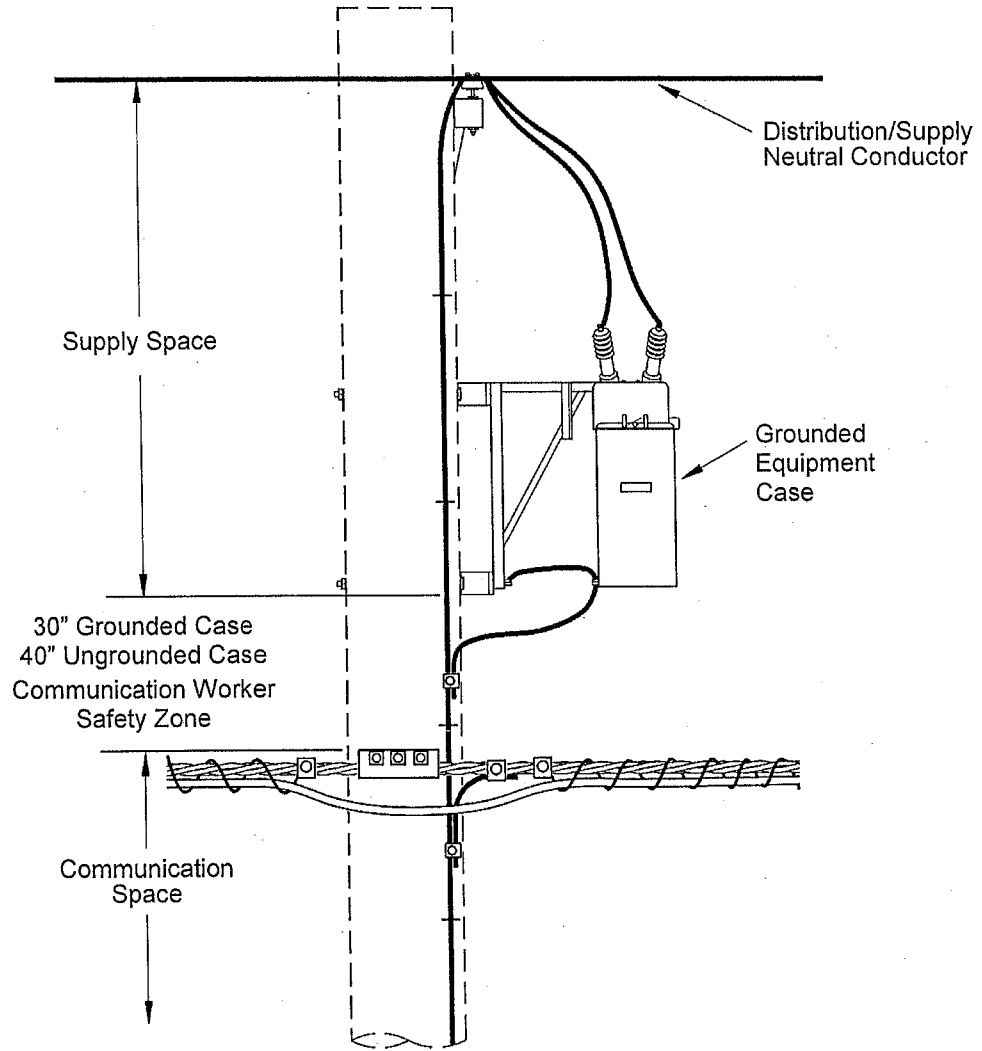
Minimum Clearance*
9 feet

* Clearances are designed so that Tacoma Power manlift equipment can move from the road side of the structure to the field side of the structure. The clearances exceed the NESC minimum clearance of 40 in.

Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction

C-OH-9000

Figure 4 Clearance to Equipment

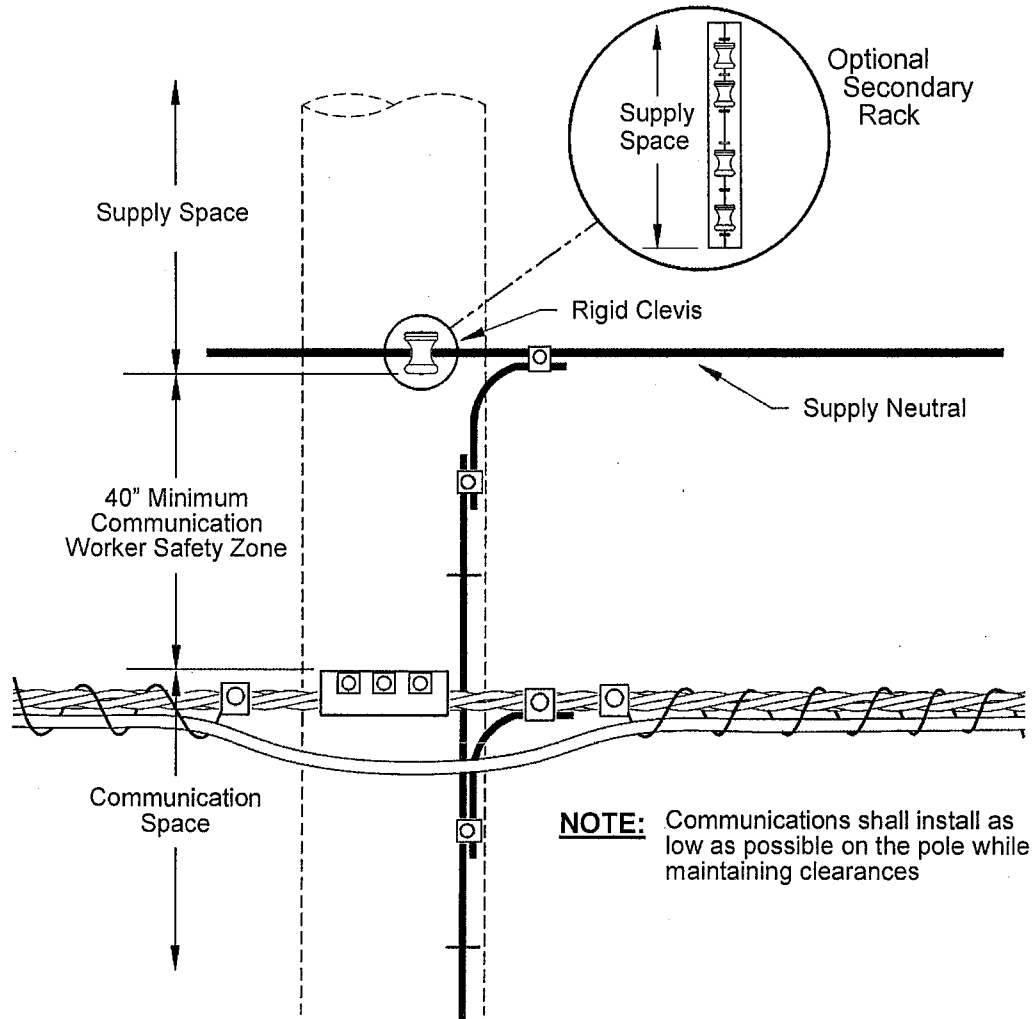


Minimum Clearance	
Grounded Case	Ungrounded Case
30 inches	40 inches

Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction

C-OH-9000

Figure 5 Clearance to Supply Neutral in the Common Position



NOTE: Communications shall install as low as possible on the pole while maintaining clearances

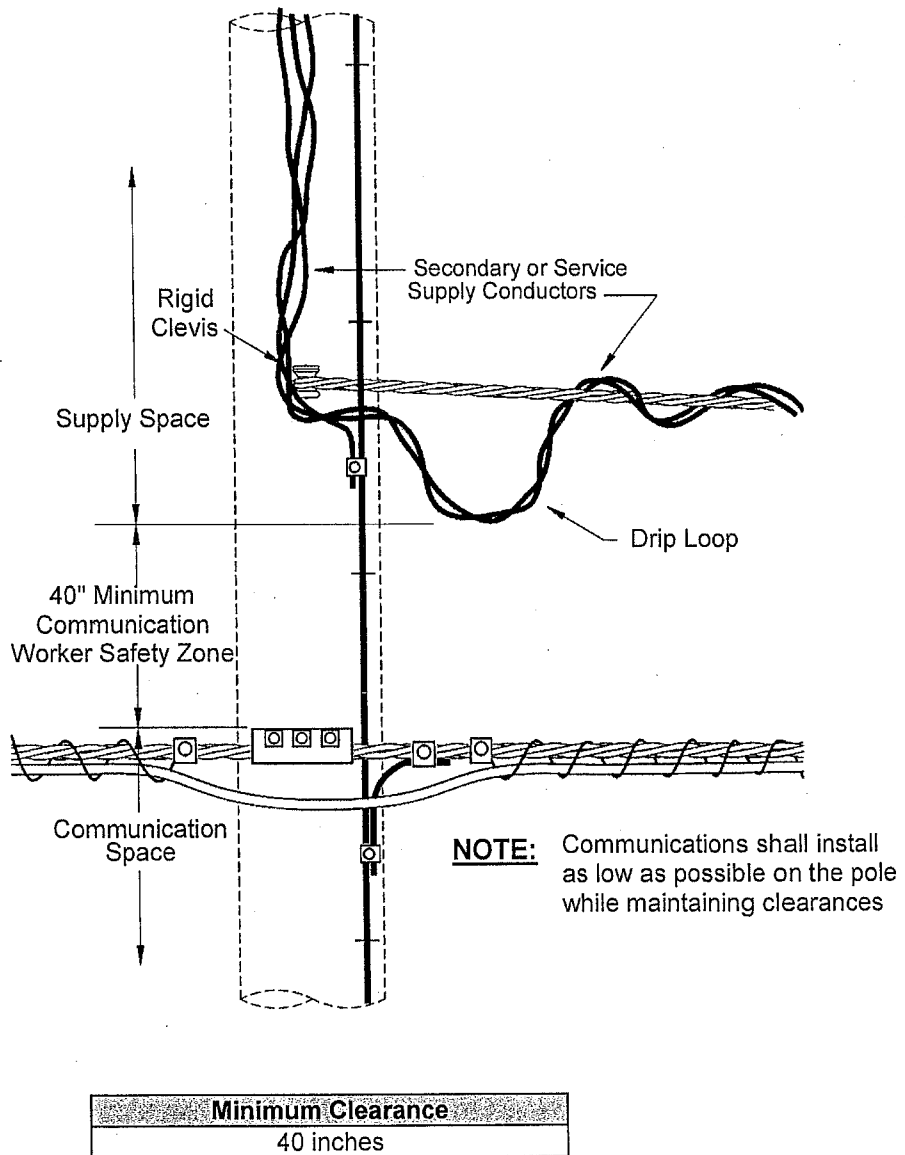
Minimum Clearance*
40 inches

* The minimum clearance may be reduced to 30 inches on a per structure basis as reviewed and approved by the Tacoma Power Line Section.

Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction

C-OH-9000

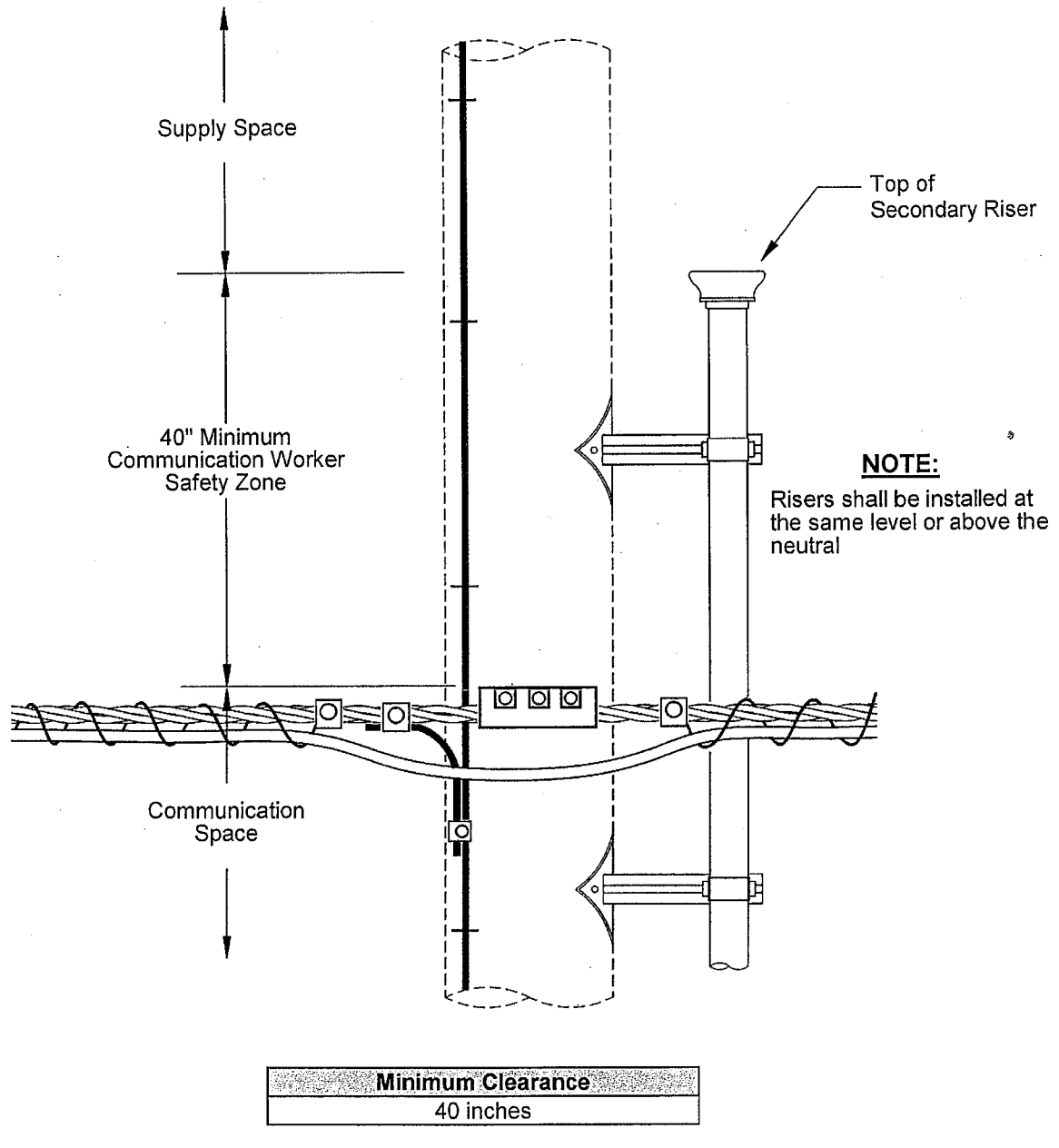
Figure 6 Clearance to Secondary Conductor in the Common Position



Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction

C-OH-9000

Figure 7 Clearance to Secondary Riser Termination (Top of the Conduit)



Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction

C-OH-9000

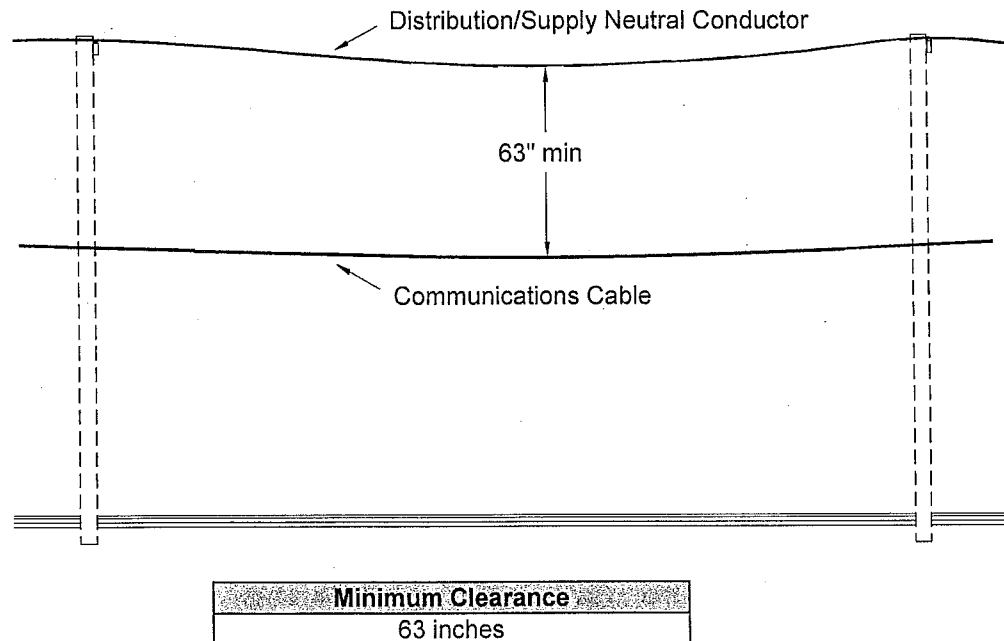
**Clearances at
Midspan
between
Supports**

The minimum clearances at midspan between Tacoma Power electrical supply conductors and communication conductors attached to the same supports are listed in the figures that follow:

If:	and	then refer to:
distribution/supply neutral conductors are mounted on a crossarm at the same level (either single or double arm construction)	there are no additional Tacoma Power conductors or equipment below the crossarm	Figure 8
the supply neutral is located in the common position on the pole	there are no secondary conductors on the pole	Figure 9
secondary conductor is located in the common position		Figure 10

Figure 8

Midspan Clearance between Distribution Conductors and Communications Cables



**Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction**

C-OH-9000

Figure 9 Midspan Clearance between Supply Neutral and Communications Cable

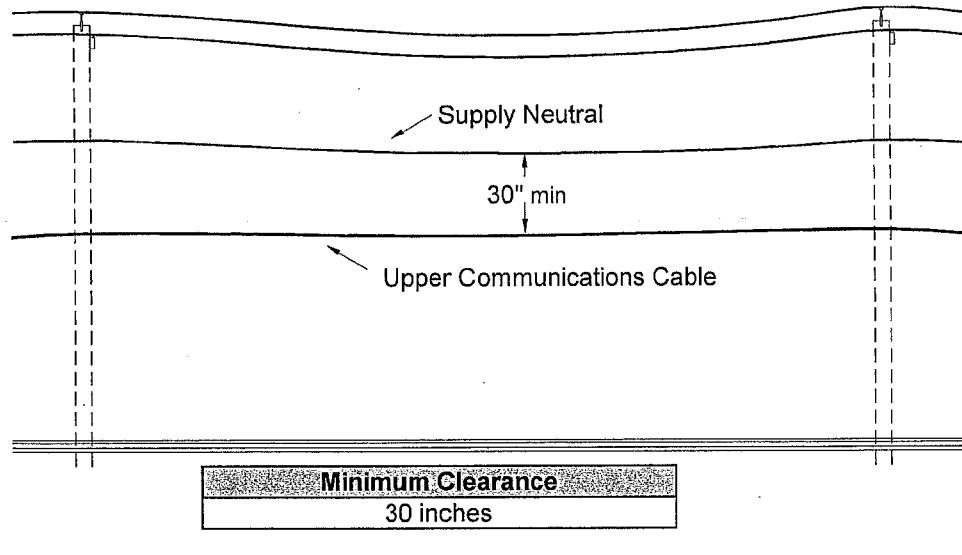
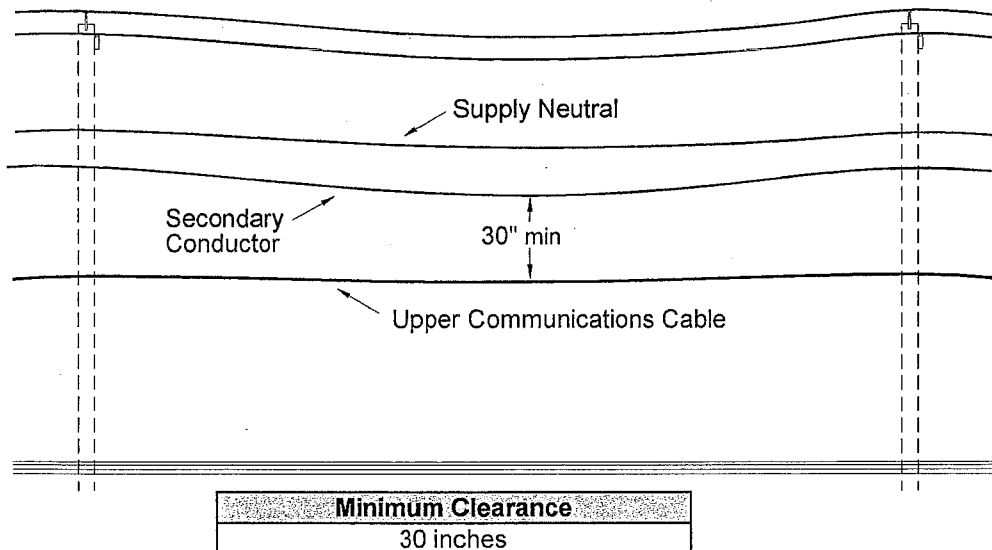


Figure 10 Midspan Clearance between Secondary Conductors and Communications Cable



Customer Requirements Clearance Requirements for Overhead Joint Utility Construction

C-OH-9000

Clearances to Street Lights

Clearances to street lights have been modified from the clearances to other electric supply facilities due to the nature of their installation.

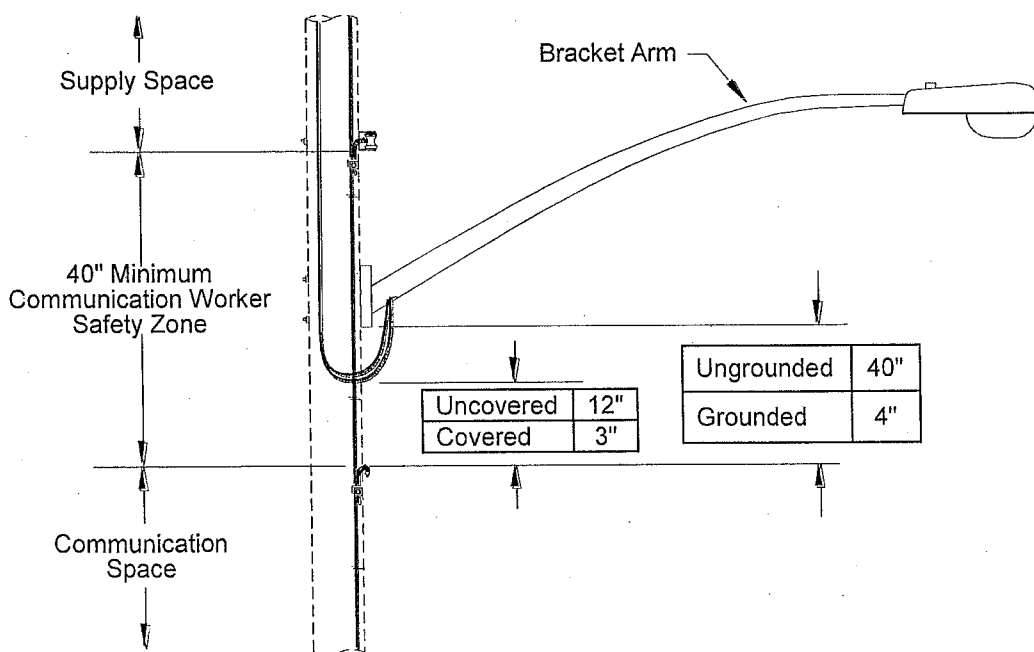
Clearances for Comm Cables Below Street Lights

When communication cables are installed below a street light on a structure, all of the following minimum clearances shall be met (see Figure 11):

Between the bottom of...	and the top of the...	The minimum clearance is...	
street light bracket arm	communication space.	Ungrounded bracket arm	40 inches
		Grounded bracket arm	4 inches
drip loop of street light supply wire	communication space.	Uncovered drip loop	12 inches
		Covered drip loop	3 inches

Figure 11

Clearances for Street Light Above Communications



Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction

C-OH-9000

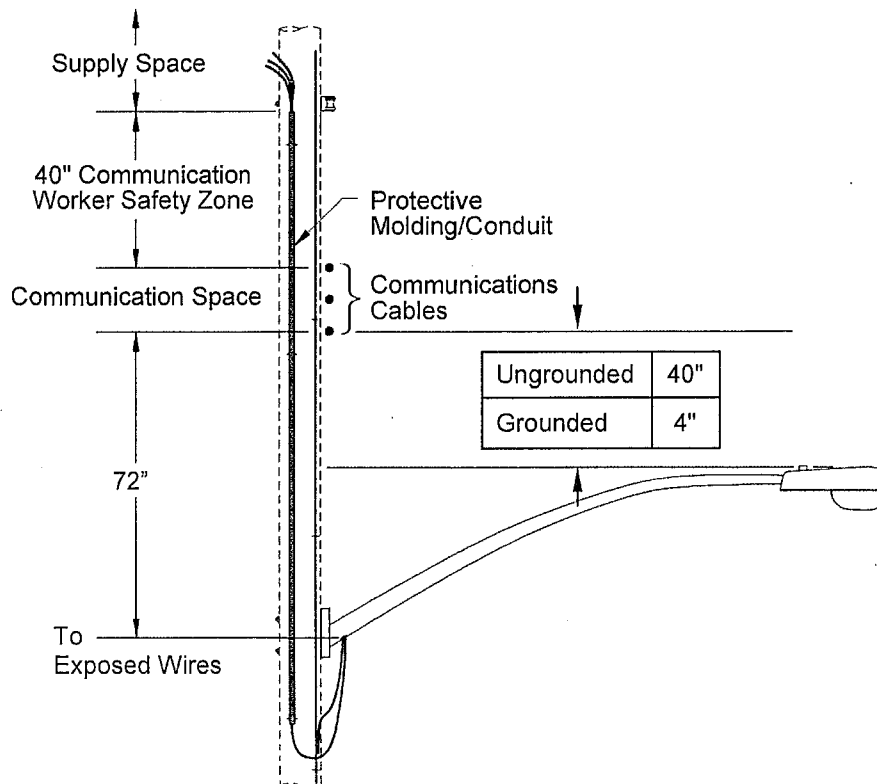
Clearances to Street Lights *(continued)*

**Clearances for
Comm Cables/
Support arms
Above Street
Lights**

When communication cables/support arms are installed above a street light on a structure, all of the following minimum clearances shall be met (see Figures 12 and 13):

Between the...	and the...	The minimum clearance is...	
top of the street light bracket arm	lowest communication attachment	Ungrounded bracket arm	40 inches
		Grounded bracket arm	4 inches
top of the street light bracket arm	bottom of any communication support arm.	Ungrounded bracket arm	40 inches
		Grounded bracket arm	24 inches
bottom of the street light supply wire molding/conduit (where the wire is exposed at the drip loop)	lowest communication attachment.	72 inches	
top of the street light supply wire molding/conduit (where the wire is exposed)	highest communication attachment.	40 inches	

Figure 12. Clearances for Street Light Below Communication Cable



Clearances to Street Lights *(continued)*

Figure 13 Clearances for Street Light Below Communications Support Arm

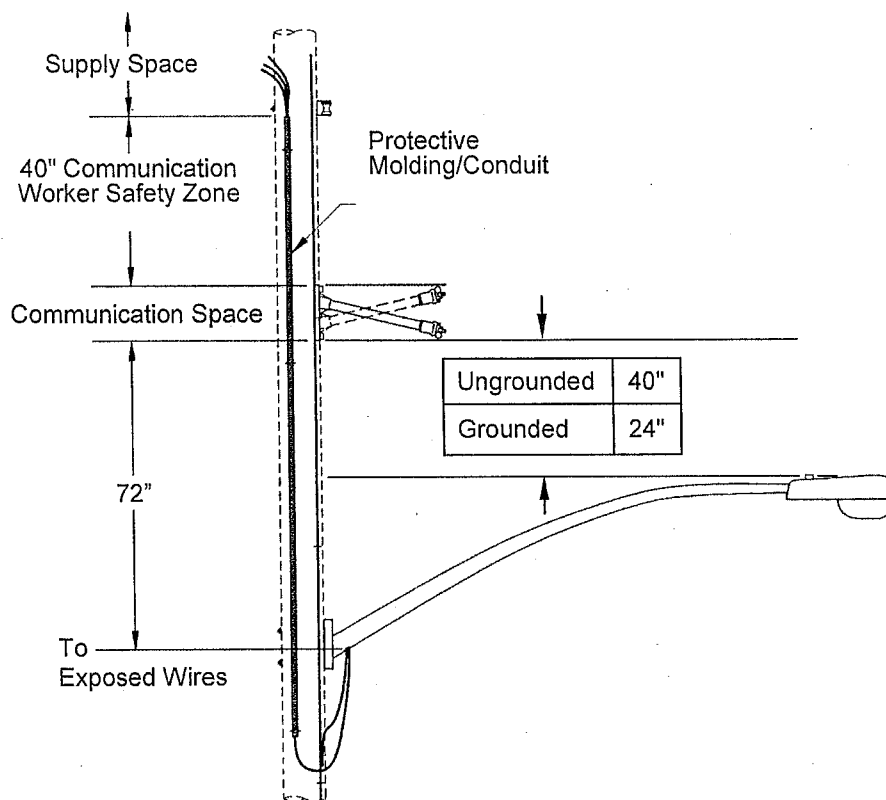


EXHIBIT 2 – Time and Materials Quote



Department of Public Utilities – Light Division d/b/a Tacoma Power
 Attn: Business & Financial Management (ABS-G)
 3628 South 35th Street
 Tacoma, WA 98409

Date: Bill To Party:	Account #: Customer #: Quotation #: Valid To Date: Ref Order #:										
Description of Tacoma Power Make-Ready Work: Make Ready estimate for Pole Attachment Applications # _____											
<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:80%; text-align: left;">Description</th> <th style="width:20%; text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>Equipment</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Labor</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Materials</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Overhead</td> <td style="text-align: right;">\$</td> </tr> </tbody> </table>		Description	Amount	Equipment	\$	Labor	\$	Materials	\$	Overhead	\$
Description	Amount										
Equipment	\$										
Labor	\$										
Materials	\$										
Overhead	\$										
<p>Quoted Amounts represent the ESTIMATED cost of time, material, and overhead to perform the Tacoma Power Make-Ready Work described above based on best available information. Quote excludes all applicable permit costs: Company is solely responsible for, and will separately obtain and pay the cost of, any applicable permit required to fully and properly perform the subject Make-Ready Work.</p> <p>The Company acknowledges that actual costs incurred by Tacoma Power may vary from the Estimated Quote Amount(s) and Company expressly agrees that it is responsible for any additional time and materials costs actually incurred by Tacoma Power, plus overhead. If, upon completion of the subject Make-Ready Work, the actual costs and overhead exceed the total pre-paid Quote Amount stated below, the Company is required to pay all such additional costs when invoiced by Tacoma Power. If actual costs and overhead are less than the total pre-paid Quote Amount, the unused balance of pre-paid funds will be refunded to Company.</p> <p>Please be advised that the final invoice or refund based on actual cost of Tacoma Power Make-Ready Work will be processed as soon as practicable following completion of such Work – typically within 3-4 weeks. You may call _____ at (253) 502- _____ to obtain information relating to the status of the work order.</p> <p><u>PLEASE SIGNED AND RETURN THIS T&M QUOTE, WITH A CHECK FOR FULL PAYMENT OF THE QUOTE AMOUNT, TO THE CONTACT/ADDRESS NOTED ABOVE.</u></p> <p>Please make check payable to “Tacoma City Treasurer.”</p> <p align="center"><i>THIS QUOTE IS VALID FOR 45 DAYS</i></p>											

Tacoma Power's Make-Ready work can begin as soon as the signed T&M Quote and payment are received.

Quote Amount

\$

Please sign and return this Agreement along with the above specified deposit amount.

Checks will not be processed unless accompanied with this signed Agreement.

NOTE: By signing below, the **UNDERSIGNED** acknowledges the **ACCEPTANCE** of the terms and conditions set forth herein, formally represents he/she is authorized to accept this T&M Quote on behalf of the Company, and hereby requests Tacoma Power to perform the Make-Ready Work described above upon payment of the stated Quote Amount, which is the Estimated cost of such Work.

Accepted: _____

Date: _____

Printed Name: _____

Title: _____

WIRELESS Master Pole Attachment Agreement

Between

City of Tacoma
Department of Public Utilities
Light Division

And

Company

This Master Pole Attachment Agreement ("Agreement") is executed in duplicate this ____ Day of ____ 20 ____, by and between the **City of Tacoma, Department of Public Utilities, Light Division**, a municipal corporation of the State of Washington (d/b/a and hereinafter referred to as "Tacoma Power") and **[insert Company name here]** a business or public agency entity engaged in telecommunications service activities in the State of Washington (hereinafter referred to as "Company"). Tacoma Power and the Company are sometimes referenced in this Agreement individually as "Party" and collectively as "Parties."

BACKGROUND

- A. Tacoma Power is authorized under Washington law to engage in the production, acquisition, distribution, and sale of electric power.
- B. Tacoma Power owns and operates an electric utility and related telecommunications infrastructure and, acting in a proprietary capacity, plans, designs, constructs, operates, and maintains a Distribution System (as defined in Section II J. below) that utilizes Poles and other electric power distribution facilities.
- C. COMPANY owns, operates and/or manages wireless data and communication facilities and desires to place Wireless Telecommunications Attachments (as defined in Section II Z. below) onto Tacoma Power's Distribution System and/or other facilities and property owned or controlled by the City of Tacoma for the purpose of providing, furnishing, or otherwise delivering Telecommunications Service (as defined in Section II X. below).
- D. Based on Tacoma Power's desire to facilitate community access to Telecommunications Service and to otherwise enable the best use of its Distribution System when it may lawfully do so, Tacoma Power has opted to provide access to its Distribution System for the purpose of permitting Company to place and maintain Wireless Telecommunications Attachments in furtherance of Company's Telecommunications Service activities subject to, and in strict compliance with, the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the respective covenants and benefits set forth in the terms and conditions below, the value and sufficiency of which is hereby mutually acknowledged, the Parties hereto agree as follows:

I. TERM

- A. **Term.** The Term of this Agreement shall commence on the Effective Date (as defined in Section II. K. below) and shall continue in effect for a period of ten (10) years thereafter.
- B. **Termination.** This Agreement may be terminated by either Party at any time during the Term upon ninety (90) days written notice thereof provided to the other Party.
- C. **Attachment Removal.** Upon termination or expiration of this Agreement, the Company shall remove all of its Attachments from the Pole(s) and/or other property of Tacoma Power and surrender all facilities accessed pursuant to this Agreement within ninety (90) days. If the Company fails to so remove and/or surrender within ninety (90) days, Tacoma Power may remove the Company's Attachments or hire a contractor to remove the Attachments at the Company's sole expense and risk or, alternatively, Tacoma Power may claim and use such Attachments for its own purposes, which forfeiture shall be deemed to be made with the Company's full and unconditional consent.
- D. **Post Termination Use.** Nothing in this Agreement or associated Permits shall be construed to require Tacoma Power to allow Company to use Tacoma Power's Poles after termination of this Agreement.
- E. **Payment Obligations Preserved.** All payment obligations incurred under this Agreement shall be preserved until satisfied.

II. DEFINITIONS:

When used with initial capitalization, the following terms shall have the meaning set forth below:

- A. **Anchor:** means an assembly that stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or Guy Wire, which in turn is attached to the Pole. The definition of "Anchor" does not include the guy strand that connects the Anchor to the Pole.
- B. **Anchor Attachment:** consists of a Company Guy wire with shielding where appropriate, attached to a Tacoma Power Anchor. Any Attachment to an existing Tacoma Power Anchor will require prior approval by Tacoma Power.
- C. **Application:** means the written Application, substantially in the form of **Appendix A (Attachment Application)** attached hereto, which the Company must complete and submit to Tacoma Power for any and all requested Attachment as a pre-condition for the authorized placement of such Attachment(s).
- D. **Applicable Standards:** means all electrical industry codes, regulations, and associated engineering, construction, and safety standards governing the installation, maintenance, and operation of electric utility facilities, as well as the performance of all work in or around electric utility facilities and shall include, but are not limited to, the most current editions and/or versions of the National Electric Safety Code ("NESC"), the National Electric Code ("NEC"), regulatory and/or safety provisions specified by the Federal Communications Commission ("FCC"), the Occupational Safety and Health

Administration ("OSHA") and the Washington Administrative Code ("WAC"), together with all Tacoma Power construction standards, specifications, rules, and regulations pertinent to the Company's Attachments and related Make-Ready Work now in effect and as may hereafter be amended or adopted by Tacoma Power¹. Without limiting the generality of the foregoing, Applicable Standards specifically includes Transmission and Distribution ("T&D") Standard C-OH-2000, which is attached hereto as **Exhibit 1** and fully incorporated herein by this reference, as well as such other current and/or future T&D Standards adopted by Tacoma Power and applicable to Wireless Telecommunications Attachments. Tacoma Power construction standards are available on Tacoma Power's website: <http://www.mytpu.org/tacomapower/electrical-permitting/electrical-construction-standards.htm> and will be provided by Tacoma Power to the Company on request.

E. Attachment: means:

1. The physical Attachment to and/or placement on a Pole and/or other Distribution System facilities of a device or similar single piece of wireless data or communications equipment such as an antenna or other radio transmission apparatus, which may include appurtenant facilities such as communications cables, mounting hardware, power supplies, meters, and power service wires used to accommodate such wireless data or communications equipment located or placed on Distribution System facilities and/or adjacent property owned or controlled by the City of Tacoma.
2. For purposes of this Agreement, Attachments include Wireless Telecommunications Attachments - such as Pole top antenna for macro cell and small cell ²deployment, and Supply Space antenna for AMI/AMR and small cell deployment, respectively. This definition of Attachment does not include wireline facilities or other Attachments made between Poles and/or located within the space normally designated for communications lines and equipment, which are governed by separate agreement.

F. Billing Periods: means the two six-month billing periods, spanning January 1st through June 30th and July 1st through December 31st, respectively.

G. Capacity: means the ability of a Pole to accommodate an additional Attachment or Attachments based on Applicable Standards.

H. Communications Space: means the space on a Pole located below, and separated from the Supply Space by, the Communication Worker Safety Zone and is where communication cables and equipment for telephone, cable television and other communication facilities are located.

¹ For purposes of this Agreement, statutes, codes, regulations, rules, standards and other requirements applicable to the telecommunications industry and adopted by government agencies with regulatory and/or jurisdiction authority shall be construed and interpreted as the Applicable Law (as said term is further defined in Article XV herein). Similarly, Applicable Law shall include any and all requirements that pertain to Attachment(s) made to Tacoma Power's Distribution System (including, but not limited to Poles), which are currently or hereafter set forth in Tacoma Power's Customer Services Policies and/or any Franchise(s) governing such facilities.

² These terms are further defined in RCW 80.36.375

- I. **Communication Worker Safety Zone** or Safety Space: means the space on a Pole as defined in National Electric Safety Code (NESC) Rule 235C4. This zone generally originates at the lowest point of the Supply Space. This space is intended to maintain a physical separation between supply and communication facilities. The minimum dimensions of this space shall at no time be violated.
- J. **Distribution System:** means the Poles, lines, and equipment, and includes under-build on transmission structures, owned or controlled by Tacoma Power for the distribution of electrical power below 14.4 kV.
- K. **Effective Date:** means the date first written above or the date Tacoma Power approved the Company's initial Attachment Application, whichever is first to occur.
- L. **Emergency:** means a situation exists which, in the reasonable discretion of the Company or Tacoma Power, if not remedied immediately, will result in a threat to public safety, a hazardous condition, damage to property or a service outage.
- M. **Force Majeure:** has the meaning ascribed to this term in Article XIII.
- N. **Guy:** means a cable used to provide support or reinforcement for Poles, installed between the Pole and an Anchor or between a Pole and another Pole.
- O. **Make-Ready Work – By Tacoma Power:** means engineering or construction activities necessary to make a Pole, duct, conduit, right of way, or other support equipment available for a new Attachment, Attachment modifications, or additional Attachments. Such work may include rearrangement of existing Tacoma Power Attachments, installation of additional support for the utility Pole, or creation of additional capacity, up to and including replacement of an existing Pole with a taller Pole.
- P. **Make-Ready Work – By Third Party:** means Work performed by a third party or parties, or third party contractors that is necessary to provide and prepare space on Tacoma Power's Poles for placement of Attachments.
- Q. **NJUNS:** means the National Joint Utility Notification System.
- R. **Nonfunctional Attachment:** means an Attachment that does not comply with Applicable Standards, is unusable, unfit or no longer used by the Company.
- S. **Permit:** means a written acknowledgment by Tacoma Power, which grants a revocable, non-exclusive, license authorizing the Company to install and maintain Pole Attachments on Poles and/or other Distribution System facilities as specified per an approved Attachment Application.
- T. **Pole:** means structures, usually wood, owned and/or controlled by Tacoma Power and used to support the lines and other equipment of the Distribution System and other Attachments, which include, but are not necessary limited to Anchors, Guy Wires, hardware, wires, cables, strands, apparatus, enclosures, structures or other items attached to the Pole or any hardware affixed to or associated with the Pole.

- U. Reserved Capacity:** means capacity or space on a Pole that Tacoma Power has identified and reserved for its own future utility requirements at the time of the Permit grant, including the installation of communications circuits for operation of Tacoma Power's electric system.
- V. Service Provider:** means every corporation, company, association, joint stock association, firm, partnership, person, city, or town owning, operating, or managing any telecommunications service for hire, sale, or resale to the general public and/or governmental agencies or institutions. Service provider includes the legal successor to any such entities.
- W. Supply Space:** means the physical space located on each Pole where supply facilities are separated from the Communication Space by the Communication Worker Safety Zone. This space is above the Communication Worker Safety Zone.
- X. Telecommunications Service:** for purposes of this Agreement specifically includes, but is not limited to, any and all wireless transmission of information by radio or by similar over the air means for hire, sale, or resale to the general public and/or governmental agencies or institutions. Telecommunications service hereunder includes, but is not necessarily limited to, transmission of information by wire, optical cable, electromagnetic, or similar means to accomplish wireless or similar over the air transmissions.
- Y. Unallocated Space or zone:** means the physical space located on each Pole within the Communications zone that is available and suitable for new or additional Attachments by the Company.
- Z. Wireless Telecommunications Attachment:** means any installation on a Pole owned and/or controlled by Tacoma Power that sends and/or receives radio frequency signals including, but not limited, to directional, omnidirectional and parabolic antennas, structures to support sending or receiving and/or transmitting devices, cabinets, accessory equipment and other ancillary equipment. A span wire required to support an unbalanced load shall be considered within this definition if the operator does not have an authorized Attachment on that same Pole.
- AA. Unauthorized Attachments:** means any Attachment (i) installed on a Pole by Company without the submission of a properly completed Application to Tacoma Power (pursuant to Article IV herein) and/or in the absence of a Permit issued by Tacoma Power or some other suitable arrangement whereby Tacoma Power has approved the Attachment prior to installation, (ii) approved Attachments for which Company fails to declare in its inventories (See Article IX of this Agreement), (iii) Attachments not in accordance with Applicable Standards and/or Applicable Law as required by Section VII. G, and/or (iv) Attachments that the Company fails to timely transfer, abandon or remove as required by Section VII. E.
- BB. Unauthorized Attachment Fee:** means the fee that will be charged by Tacoma Power for, and commencing upon notice or discovery of, any Unauthorized Attachment made by Company. Said fee is equal to five (5) times the current Attachment fee (specified in **Schedule 1** hereto) for authorized Attachments.

CC. Work or work: when used in the Agreement shall be understood to generally pertain to any labor performed pursuant to the terms and conditions of this Agreement and includes all supervision, materials, labor, transportation, and equipment related work activity. When referencing the Company, "Work" shall refer to everything agreed to be done and furnished by the Company, including that pertaining to its Attachments, maintenance, repair, relocation and/or removal of its Attachments.

III. RESPECTIVE RIGHTS AND RESPONSIBILITIES APPLICABLE TO ATTACHMENTS

- A. Purpose.** In accordance with the provisions of this Agreement and subject to the issuance of individual Permits, Tacoma Power agrees that the Company may make use of Poles owned or controlled by Tacoma Power as part of its Distribution System, for Attachments in furtherance of lawful Telecommunications Service, and for no other purpose.
- B. Agreement Governs All Attachments.** This non-exclusive Agreement governs all Attachments by the Company, now or hereafter made to Tacoma Power's Distribution System.
- C. Other Agreements and Third-Party Attachments.** Nothing in this Agreement limits, restricts or prohibits Tacoma Power from continuing or entering into any other agreement or arrangement regarding the use of its Distribution System. The rights of Company under this Agreement are at all times subject to existing agreements or arrangements between Tacoma Power and any joint owner(s) of Poles and/or with respect to existing Attachments and uses of any Pole(s).
- D. Attachments Must Comply with Agreement and Applicable Standards.** All Attachments shall be installed and maintained in accordance with the requirements and specifications of this Agreement. Attachments and Company's performance of any work must comply with all Applicable Standard of the industry, good engineering practices and those of Tacoma Power specifically.
- E. Tacoma Power's Paramount Rights.**
- 1. Tacoma Power Discretion.** Tacoma Power shall have sole discretion to determine any question regarding the right to attach, construction compliance, and shared use of available space on Poles.
 - 2. Withdrawal of Permission.** Permission to make and/or maintain Attachments to Tacoma Power's Distribution System (including, but not limited to Poles) may be withdrawn by Tacoma Power based on:
 - a) Company non-compliance with Applicable Standards or violation of Applicable Law per Article XV;
 - b) Company failure to perform any material obligation under this Agreement including, but not limited to, per Section XI B (non-payment), Section XVIII (unauthorized assignment and/or sub-licensing), and/or Section XIV (lack of required insurance coverage and/or proof).

- c) Any other reason Tacoma Power determines is necessary, in its sole discretion, due to the paramount operational needs and requirements of its electrical utility system.

3. Immediate Removal of Attachments. Tacoma Power may require, upon as directed in written notice to Company, the immediate removal of any Company Attachment that:

- a) Fails to conform to Applicable Law – which may include, but is in no way limited to the potential or actual loss of Tacoma Power's franchise rights and/or utility in good standing status based on presence of Attachment and/or failure to relocate Attachment in violation of applicable franchise and/or Pole permitting authority requirements;
- b) Interferes with the electric utility and/or telecommunication operations of Tacoma Power or the City of Tacoma – which may include, but is in no way limited to:
- Potential or actual forfeiture of Tacoma Power's right to occupy the property upon which the Attachment to its Distribution System is located.
 - Reported radio frequency interference with or degradation of Tacoma Power equipment and/or operations, the equipment and/or operations of other existing Attachments or entities using the Distribution System.
- c) Is a Nonfunctional Attachment, as designated by Tacoma Power in its sole discretion.

NOTE: Threatened forfeiture of Tacoma Power rights: Company acknowledges and expressly agrees that if any of its existing Attachments (whether installed pursuant to a valid Permit or not) would cause any threatened or actual forfeiture and/or other impairment of Tacoma Power's rights associated with its electric utility or telecommunication operations, Company shall promptly remove its Attachments upon receipt of written notice thereof from Tacoma Power. If Company does not remove its Attachments in question within thirty (30) days of receiving such notice, Tacoma Power may at its option perform such removal at Company's sole risk and expense. Notwithstanding the forgoing, Company shall have the right to contest any such forfeiture before any of its rights are terminated; provided that Company shall indemnify Tacoma Power for liability, costs, and all expenses (including, but not limited to, reasonable attorney's fees) that may accrue during Company's challenge.

NOTE: Elimination of radio frequency interference: Company acknowledges and expressly agrees it shall not allow the diffusion of radio frequency signals from its Attachments to cause interference with or degradation of the licensed or unlicensed radio frequencies of devices used by Tacoma Power and/or of any other lawfully operated public or third-party devices and uses (including, but not limited to, traffic signals). Company further agrees that it shall, at its sole cost and expense, eliminate any such interference or degradation as soon as practicable after receiving notice thereof from Tacoma Power and/or any third-party, which notice may be made by telephone, email, or written correspondence. Notice by telephone shall be promptly documented in writing via email or mailed correspondence.

In the event Tacoma Power determines, in its sole discretion, and provides written notice that Company has failed to timely eliminate reported radio interference and/or degradation, Company shall immediately remove the Attachment(s) causing same. If the Attachment is not so immediately removed, Tacoma Power may remove the Attachment without liability to Company and/or any third-party affected by such removal. In that case, Company will reimburse Tacoma Power for the removal cost within thirty (30) days of the invoice date issued by Tacoma Power for such cost.

In addition to the foregoing, and any other rights to terminate this Agreement, Tacoma Power has the right to terminate all of Company Attachment rights at the affected site in its sole discretion upon written notice to Company if any Attachment placed at said site by Company unreasonably interferes with any equipment located on thereon and Company fails to eliminate or otherwise resolve the interference to the satisfaction of Tacoma Power within thirty (30) days of the date of such notice.

- 4. Reserved Capacity.** Access to space on Tacoma Power Poles will be made available to Company with the understanding that certain Poles may be subject to Reserve Capacity for future electric service use. At the time of Permit issuance, Tacoma Power shall notify Company if capacity on particular poles is being reserved for reasonably foreseeable future utility or electric use. For Attachments made with notice of such a Reservation of Capacity, on giving Company at least sixty (60) calendar days prior notice, Tacoma Power may reclaim such Reserved Capacity at any time following the installation of Company's Attachment if required for Tacoma Power's future utility service. If reclaimed for Tacoma Power's use, Tacoma Power may at such time also install associated facilities, including the Attachment of communications lines for internal Tacoma Power operational or governmental communications requirements.

Tacoma Power shall give Company 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 utility service requirements, so that Company 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 Attachment(s)) shall be determined in accordance with Section V. A. below. Company shall not be required to bear any of the costs of rearranging or replacing its Attachments if such rearrangement or replacement is required as a result of an additional Attachment or the modification of an existing Attachment sought by any third party.

Company expressly acknowledges and agrees that Tacoma Power shall have the sole and exclusive right to reserve capacity on Poles governed by this Agreement and that Tacoma Power does not, and will not under any circumstance, accept, review, or approve requests for reserved capacity submitted by Company or by any third-party.

- 5. Agreement Does Not Limit Tacoma Power's Operations.** This Agreement does not in any way limit Tacoma Power'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.

- F. Company Attachment Removal.** Company may at any time remove its Attachments from the Tacoma Power's Distribution System Provided, however, that before commencing such removal, the Company must obtain Tacoma Power's written approval of the Company's plans for removal. Said plans shall include the name of the person or entity performing such work and the date(s) and time(s) during which such work will be completed. No refund of any fees or costs will be made upon removal. If Company surrenders such Permit pursuant to the provisions of this Article III., but fails to remove its Attachments within thirty (30) calendar days, Tacoma Power shall have the right, but not the obligation, to remove or transfer Company's Attachments at Company's expense.
- G. Company Attachment Replacement or Material Alteration.** If the Company desires to replace existing Attachment equipment due to material alteration, Company must submit a completed Application prior to conducting such replacement or alteration work.
- H. Unauthorized Attachments.** Except as otherwise specified and permitted by the terms and conditions of this Agreement, the Company is expressly prohibited from placing and/or siting any Attachment on Poles owned or controlled by Tacoma Power and/or on any other Tacoma Power Distribution System facilities. Upon mutual execution of this Agreement, the Company shall make best efforts to timely investigate and determine whether, as of the Effective Date hereof, it has made and/or maintains any Unauthorized Attachments as defined in Section II AA. above. In the event Company determines the existence of any Unauthorized Attachment, as the result of such investigation and/or at any time thereafter during the Term of this Agreement, the Company shall immediately provide written notice thereof to Tacoma Power. Upon such notification or, alternatively, upon Tacoma Power's independent discovery of any Unauthorized Attachment(s) by Company, the following terms and conditions shall apply:
1. Tacoma Power shall have the right to invoice Company and collect Unauthorized Attachment Fees in accordance with Section III. H. and XI. A. 2 herein. Company shall be responsible for and shall timely pay all Unauthorized Attachment Fees invoiced by Tacoma Power.
 2. In addition to payment of Unauthorized Attachment Fees invoiced by Tacoma Power, and within thirty (30) days of invoice receipt, the Company shall either (i) submit a fully completed Application to obtain a Permit for each and every Unauthorized Attachment identified in the invoice, or (ii) complete removal of each such Unauthorized Attachment(s).
 3. In the event Company fails, within thirty (30) calendar days of receipt of a Tacoma Power invoice for Unauthorized Attachment Fees, to fully pay such invoice and/or fully complete the removal of all Unauthorized Attachments identified in such invoice, Tacoma Power shall have the right to have all Unauthorized Attachments removed at the Company's sole risk and expense; and in the event of such removal, the Company hereby expressly agrees to fully indemnify and hold harmless Tacoma Power from and against any and all liability, loss, cost and expense whatsoever related to or caused by such removal.
 4. Tacoma Power shall have no obligation to accept, review and/or approve any pending or future Applications for Attachment submitted by Company during any period of time that Company fails to be in compliance with any of the terms and conditions of this Subsection H.

IV. REQUESTS FOR ATTACHMENTS

- A. Application.** If the Company desires to place Attachments on any Pole, the Company shall complete and submit an Attachment Application to Tacoma Power substantially in the form of **Appendix A Attachment Application**, attached hereto. Each Attachment Application is limited to fifty (50) poles or less. Company shall not place an Attachment onto any Pole without completing such Application and obtaining Tacoma Power's prior written consent in the form of a Permit therefor. Permits will not be issued if Company has Unauthorized Attachments. Tacoma Power may also refuse to issue Permits in the event Company fails to respond to and/or reasonably comply with any notice, in accordance with Section XXI., given by Tacoma Power pursuant to this Agreement within two (2) weeks following delivery of such notice.
- B. Application Contents.** Each Attachment Application shall describe in detail:
1. The Pole(s) and any other Distribution System facilities affected by Company's requested Attachment, including the number and location of each affected Pole. This information shall be mailed to Tacoma Power in Excel spreadsheet format and provided electronically via e-mail format to pwrjointutilities@cityoftacoma.org.
 2. A detailed description of the Company's Attachments that will contact Tacoma Power Poles and any other Distribution System facilities, including a description of how the Company intends to implement installation of its Attachments. See Map Sample in Appendix A, which is attached thereto as "A-3".
 3. Pictures of Pole the Attachment will be mounted on. See Pole Photo Sample in Appendix A, which is attached thereto as "A-4".
 4. What action the Company proposes to take to accommodate any additional strain that will be imposed upon the affected Poles by the Company's Attachments as further discussed in Article VII.
 5. The following specifications shall be submitted for each Application to attach Wireless Telecommunications Attachments including, but not limited to, replacement of such Attachments:
 - Product Specifications that include device dimensions and weight, power supply, radio frequency output power, enclosure material type, FCC Standard Compliance, operating AC voltage, power consumption, and transmit output power.
- C. Incomplete Applications.** Incomplete Applications will be returned for corrections. Company shall have two (2) weeks, from the date an incomplete Application is returned, to submit a corrected Application(s). If Company fails to meet the deadline, the returned Application will expire and a new Attachment Application, with corresponding fees, will be required.
- D. Records and Maps.** Each Application shall also include map(s) which correctly identify each Pole the Company will contact, including an Attachment height block indicating the height of all current/requested Attachments and any other information the Tacoma Power may request (for example, with regard to the proposed nature, appearance, circuit

arrangement and line sags of the Attachment. See **Map Sample** (Attachment A-3 to **Appendix A**). Tacoma Power will make Pole records and maps reasonably available, subject to reasonable compensation for staff time and materials.

V. MAKE-READY WORK

A. Procedure for Tacoma Power Make-Ready Work. Tacoma Power will determine, in its sole discretion based on review of a Company Attachment Application, whether any Tacoma Power Make-Ready Work is required. When required, all Tacoma Power Make-Ready Work shall be performed by Tacoma Power. The cost of such Tacoma Power Make-Ready Work performed for the benefit of Company shall be the sole responsibility of Company and Company shall pay such cost as specified in this Article V. and in Article VII. and in accordance with Subsection H. of Article X. below. The scope, cost, and performance of Tacoma Power Make-Ready Work shall be determined and completed as follows:

1. Scope and Cost: The Company's proposed route may require Tacoma Power to perform Tacoma Power Make-Ready Work in order to provide space on Pole(s) for the Company's use. At the Company's expense, Tacoma Power shall survey the proposed route and prepare a Time and Materials Quote form, a sample which is attached hereto as **Exhibit 2** ("T&M Quote"), setting forth Tacoma Power's estimated costs to perform any Tacoma Power Make-Ready Work it determines to be necessary based on said route. Tacoma Power will submit said T&Ms Quote to the Company for its review prior to commencing any Tacoma Power Make-Ready Work. Upon receipt of the T&M Quote, Company shall have forty-five (45) days to approve same and provide payment in accordance with this Agreement and the specifications of said T&M Quote.

NOTE: If Company fails to respond within said forty-five (45) day period, the Application and T&M Quote for Tacoma Power Make-Ready Work will expire and a new Attachment Application, with corresponding fees, will be required.

Nothing in this Article V. shall prohibit the Company from proposing alternate routes to avoid Tacoma Power Make-Ready Work.

Upon completion of Tacoma Power Make-Ready Work, Tacoma Power shall invoice Company for any actual costs incurred by Tacoma Power to perform Tacoma Power Make-Ready Work that exceed the amount pre-paid by Company; and in the event such actual costs are less than the pre-payment amount, Tacoma Power will refund the difference to Company.

2. Scheduling of Tacoma Power Make-Ready Work. In performing all Tacoma Power Make-Ready Work to accommodate Company's Attachment, Tacoma Power will endeavor to include such work in its normal work schedule. If Company requests that the Tacoma Power Make-Ready Work be performed on a priority basis or outside of Tacoma Power's normal work hours, Company will pay any resulting increased costs. Nothing in this Agreement shall be construed to require Tacoma Power to perform Company's work before Tacoma Power's other scheduled work and/or emergency-outage service restoration work.

3. Written Approval of Installation Plans Required. Before making any Attachments to Tacoma Power's Poles, Company must obtain Tacoma Power's written approval of detailed plans for the Attachments. Such detailed plans shall accompany an Attachment Application in accordance with Article IV.

4. Completion of Tacoma Power Make-Ready Work. Tacoma Power will complete routing Tacoma Power Make-Ready Work within ninety (90) days of receipt of payment. If there are extenuating circumstances that make the necessary Tacoma Power Make-Ready Work more complicated or time-consuming, including, but not limited to, the number of Poles, seasonal weather conditions, Tacoma Power shall identify those factors and notify Company via e-mail; the Parties shall agree upon a reasonable timeframe for completion.

B. Restrictions - Who May Perform Tacoma Power Make-Ready Work. Tacoma Power Make-Ready Work shall be performed only by Tacoma Power and/or a contractor hired by Tacoma Power to perform such work.

C. Pole Replacement to accommodate new Attachment(s). Tacoma Power will not replace Poles to provide space for Attachments except under the following conditions:

1. The Pole in question does not meet current standards for height.
2. If the Pole in question must be replaced due to poor conditions, as determined in Tacoma Power's sole discretion, then the cost and expense of Pole procurement and all labor and materials required to replace with a standard height Pole will be borne by Tacoma Power. If the condition of the Pole does not warrant replacement as determined by Tacoma Power in its sole discretion, then the cost and expense of Pole procurement and all labor and materials required to replace with a standard height Pole will be borne by the Company.
3. At Tacoma Power's sole discretion, it may replace the Pole in question with a taller Pole as necessary to ensure adequate space for Company's Attachment(s); Provided, Company accepts sole responsibility for, and promptly pays all cost and expense of Pole procurement, labor and materials associated with such Pole replacement.

Tacoma Power shall have sole discretion and authority to determine Pole height requirements and standards based on Pole space and condition and adequacy of Pole space conditions.

D. Third Party Make-Ready Work. The Company's proposed route may require Third Party Make-Ready Work in order to provide space on Pole(s) for the Company's use. All Third Party Make-Ready Work required and performed hereunder shall comply with Applicable Standards and the terms and conditions of Master Pole Attachment Agreement(s) and related Permits(s), if any, between the affected third party and Tacoma Power. The Company shall be responsible for coordinating and arranging any Third Party Make-Ready Work below the Supply Space, as well as for the cost of rearranging or replacing the Attachments of a third party if such action is required as a result of a Company request for additional Attachment(s) and/or for the modification of one of its existing Attachments. Company shall not be responsible hereunder for any of the costs of rearranging or replacing the Attachment(s) of a third party if such action is (i) required

solely as a result of a third-party or other entity's request for additional Attachment(s) and/or for the modification of existing Attachment(s), or (ii) due to clearance requirements as specified by Applicable Standards and/or Applicable Law (see Section VII. G.)

Notwithstanding the foregoing, it is expressly understood and agreed that the Company shall at all times be responsible for, and is required to timely address, all coordinating and/ arranging of Third Party Make-Ready Work that involves or otherwise affects Company Attachments. Tacoma Power shall not be responsible, liable, or have any obligation for coordinating and/or arranging any Third Party Make-Ready Work necessitated by any additional Attachment(s) and/or modification requested by the Company, nor shall Tacoma Power have any responsibility whatsoever for the cost of such Third Party Make-Ready Work.

VI. APPROVAL

- A. Application Review and Approval.** Upon submission of a complete Attachment Application, Tacoma Power will review and within sixty (60) days approve or deny the Application, as appropriate and pursuant to the intent of this Agreement.
- B. Tacoma Power's Approval Limitations.** Tacoma Power's review and approval for the proposed Attachments is not intended as a comprehensive engineering review/analysis of the request and all associated implications. It shall remain the sole responsibility of the Company to assure the installation meets all code and permitting requirements. Further, consent by Tacoma Power to the construction or maintenance of any Attachments by Company shall not be deemed consent, authorization, or acknowledgment that Company has obtained all required authorizations with respect to such Attachment or that the proposed plans, construction, or maintenance are correct, meet professional or engineering standards, sufficient, or fit for a particular purpose.
- C. Attachments outside Normal Designated Space.** Tacoma Power reserves the right to approve on a case by case basis Attachments, such as enclosures and amplifiers, the Company wishes to place outside the space normally designated for communication lines and equipment.
- D. Discretion to Refuse or Withhold Approval.** Tacoma Power may refuse to approve and/or may withhold a final determination of any Attachment Application when, in Tacoma Power's sole opinion, there is insufficient Capacity on a Pole for the Company's Attachment, or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standards. Further, Tacoma Power may refuse to approve and/or may withhold final determination of any Application when (i) any existing Attachment of Company is not in compliance with the Permit issued for such Attachment or with any of its obligations according to the terms and conditions of this Agreement, and/or (ii) otherwise reasonably necessary to ensure timely response to, or performance as directed in, any notice issued by Tacoma Power as authorized hereunder. Company must bring other Attachments into compliance with Permit requirements and otherwise be in compliance with this Agreement before Tacoma Power shall approve additional Attachments.

- E. Permit Issuance.** Tacoma Power may approve an Application if, in its sole judgment, exercised reasonably, Tacoma Power determines that (i) it has sufficient Capacity to accommodate the requested Attachments, (ii) Company meets all the requirements set forth in this Agreement, and (iii) the Attachment and Application complies with all Applicable Standards. Upon approval, Tacoma Power shall send Company an executed Permit substantially in the form of **Appendix B**, Attachment Permit, attached hereto, documenting Tacoma Power's consent, in whole or in part, to the Attachments requested in the Application. This Agreement shall not in itself constitute any such consent.
- F. Permit Constitutes a License – Restrictions on Transfer.** Subject to the terms and conditions of this Agreement, Tacoma Power's approval of a Company Application and issuance of a Permit based thereon shall constitute a grant of a revocable, non-exclusive license to Company authorizing Company to install and maintain Attachments on Tacoma Power Pole(s) and/or such other Distribution System facilities as specifically identified in the Application and approved by the Permit. Company shall submit an Application, and must obtain a Permit from Tacoma Power, for each Attachment requested and made. Except as otherwise provided in this Agreement or pursuant to Applicable Law (see Article XV below), no Company Attachment identified in an Application or otherwise may be made to any Tacoma Power Pole(s) or other Distribution System property prior to Application approval by Tacoma Power and issuance of a Permit based thereon.
1. Except as provided in Article XVIII below or as otherwise permitted by Applicable Law, only the Company is allowed to make and/or maintain Attachments pursuant to any and all Permit issued by Tacoma Power under this Agreement. Such Permits do not grant Company any sub-licensing or sub-letting authority.
 2. No attempted assignment, sub-license or sub-lease of Company's Permit rights and duties granted hereunder will be lawful or recognized by Tacoma Power unless Company has fully complied with the requirements of Section XVIII. C. below.
- G. Necessary Authorizations.** Before Company may occupy any Poles, Company 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 Attachments on public or private property. Tacoma Power retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued. Company's obligations under this Article VI 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 Attachments. Company shall defend, indemnify, and reimburse Tacoma Power for all losses, costs, and expenses, including reasonable attorney's fees that Tacoma Power may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Company does not have sufficient rights or authority to attach Company's Attachments on Tacoma Power's Poles or to provide particular services.
- H. Installation Deadline and Notice.** Once Tacoma Power has approved the Company's Application, the Company must install its Attachments within one hundred and eighty (180) days of the Permit Effective Date stated on the subject Attachment Permit, a sample form of which is attached hereto as **Appendix B**. If Company fails to install its Attachments within said one hundred and eighty (180) days it will relinquish its rights under the Permit and forfeit its Application fee a one-time, thirty (30) day extension may

be granted at Tacoma Power's discretion if requested prior to the Permit expiration date. Company shall provide notice, pursuant to Section XXI. B, to Tacoma Power's Joint-Use Coordinator, Business and Financial Management, in writing upon completing installation of approved Attachments. Failure to notify Tacoma Power within fifteen (15) days of completion of construction may result in the suspension or rejection of additional Company Attachment Applications.

- I. **Joint Pole Ownership.** The Agreement is intended to be applicable to poles owned in whole or part by Tacoma Power. Poles that are jointly owned with CenturyLink Corporation, or their respective successors, will be identified by Tacoma Power, and the Company will need to obtain additional authorization from CenturyLink in order to attach to said jointly owned poles. CenturyLink may require an Attachment fee from the Company.
- J. **Revocable Nonexclusive License.** No use, regardless of duration, of any Pole owned by Tacoma Power, and no payment of any fees or charges required under this Agreement, shall create or vest in Company any easement or other ownership or property right of any nature in any portion of such Pole. As specified in subsection F. above, any permission or Permit to use Tacoma Power's Poles granted by Tacoma Power hereunder shall be deemed a revocable, nonexclusive license to install and maintain Attachments to said Poles. Company's rights shall be and are limited to a license for the Attachment in strict compliance with the terms and conditions of this Agreement. Neither this Agreement nor any Permit granted pursuant to this Agreement, shall constitute an assignment of any Tacoma Power rights to its Poles or any other Tacoma Power owned facility. Notwithstanding anything to the contrary in this Agreement, Company shall remain, at all times, a licensee only.
- K. **Permitted Uses.** Use of Tacoma Power's Poles is limited to those uses specified in this Agreement and associated Permits. No other use shall be allowed without Tacoma Power's express written consent.
- L. **No Forfeiture of Tacoma Power Rights.** No Permit granted under this Agreement shall extend, or be deemed to extend, to any of Tacoma Power's Poles to the extent that the Company's Attachments would result in a forfeiture of Tacoma Power's rights. Any Permit that would result in forfeiture of Tacoma Power's rights shall be deemed invalid as of the date that Tacoma Power granted it. The provisions in Section III. E. 3. shall apply in the event of any threatened forfeiture of Tacoma Power rights.

VII. REQUIREMENTS FOR ATTACHMENT

- A. **Access / Climbing Space.** The Company's Attachments shall not impede access to climbing space or in any way disturb or conflict with Tacoma Power's equipment or any other entity's equipment.
- B. **Costs / Make-Ready Work.** The Company is responsible for, and shall pay, all costs associated with its Attachments on Tacoma Power Poles including, but not limited to, Make-Ready Work and maintenance of such Attachments. Article V Make-Ready Work, discusses requirements associated with Make-Ready Work that must be performed to accommodate the Company's Attachments relative to Tacoma Power Poles and equipment. The Company shall pay and/or reimburse Tacoma Power for Make-Ready Work performed, and for costs incurred, by Tacoma Power pursuant to this Article VII.

- C. Guys and Anchors.** Unless otherwise directed by Tacoma Power, the Company shall install, maintain and/ or replace, as necessary, Guys and Anchors necessary to support the additional strain imposed on any Pole by the Company's Attachments. The Company must submit to Tacoma Power, for Tacoma Power's review and approval, detailed plans and support calculations for Guys and Anchors. If the Company fails to install, maintain and/or replace Guys and Anchors, Tacoma Power may install or replace Guys or Anchors at the Company's sole expense.
- D. Crossarms.** If Company determines that crossarms or other equipment installation is necessary for its Attachments, it will submit detailed plans for Tacoma Power's review and approval. Tacoma Power reserves the right to install, at the Company's sole expense, crossarms and/or other equipment necessary for the Company's Attachments.
- E. Abandonment, Relocation, Replacement, Rebuild, or Removal of Pole.** Disposition of Poles due to changed Pole status or condition will be determined and processed as follows:
1. If at any time Tacoma Power desires or is required to abandon, relocate, replace, rebuild or remove any of its Poles on which Company Attachments are located, Tacoma Power shall provide Company thirty (30) days' written notice prior to the date it intends to abandon, relocate, replace, rebuild or remove said Pole or Poles. The Company shall change the location of its Attachments as necessitated by Tacoma Power's abandonment, relocation, replacement, rebuild or removal of a Pole. All such Attachment changes shall be made at Company's sole cost and expense. If the Company fails to timely make or complete any changes required hereunder, Tacoma Power may perform such changes, at Company's sole risk, and invoice Company for reimbursement of all costs incurred.
 2. Pursuant to Pierce County Utility Accommodation Policies, utilities may receive a "Utility in Good Standing" designation if they maintain compliance with said Policies and regulations relative to utility facilities located in Pierce County's right of ways. A utility that receives the "Utility in Good Standing" designation is not required to obtain permits for a certain defined class of work. This Utility in Good Standing designation, therefore, provides Tacoma Power with significant benefits in terms of avoided permit fees and avoided costs associated with time spent obtaining permits. Company's failure to remove Attachments or otherwise comply with Pole disposition requirements as directed herein may result in Tacoma Power losing its status as a "Utility in Good Standing" within its service territory located in Pierce County. If Tacoma Power loses said status due to Company's failure to perform its Attachment removal, transfer or other obligations under this Agreement, then it is expressly acknowledged and agreed that Company shall reimburse Tacoma Power for the following costs until Tacoma Power's "Utility in Good Standing" status is reinstated:
 - a) All actual costs charged to and paid by Tacoma Power to obtain Pierce County permits for Tacoma Power operations, which costs would not have been required or incurred if it was a "Utility in Good Standing" and
 - b) All of Tacoma Power's administrative costs and expense associated with obtaining said permits.

- F. Underground.** If Tacoma Power plans to underground its Distribution System in a given area, and if the Company serves or has potential to serve such area, the Company shall cooperate with Tacoma Power in any planning and design associated with undergrounding. If Tacoma Power converts its overhead distribution to underground the Company shall underground its Attachments, as applicable and within the space available, at the Company's own expense unless otherwise mandated by Applicable Law.
- G. Attachment Requirements.** All Company Attachments shall be in accordance with requirements of this Article VII and, without limiting the applicability or enforcement of any other provision herein, Articles III, V, VI, VIII, XII, XIV, and XV of this Agreement. Company and its Attachments shall at all times fully comply with Applicable Standards, including the State of Washington Administrative Code (WAC) Chapter 296-45-045; National Electric Safety Code ("NESC"), as well as all franchises, Codes and Tacoma Power standards as now in force or as the same may be revised or amended in the future. The Company recognizes that Tacoma Power constructs its facilities to NESC Grade C. Therefore, the Company shall construct its facilities in a manner consistent with that requirement.
- H. Restrictions on Items Placed near Poles.** Company shall not place pedestals, vaults, or other enclosures on or within four feet of any Pole or other Tacoma Power facility without Tacoma Power's prior written permission. If permission is granted, all such installations shall be per the specifications and requirements of this Agreement. Company agrees to move any such above-ground enclosures in order to provide sufficient space for Tacoma Power to set a replacement Pole.
- I. Signage – Radio Frequency Emissions.** Company shall be required to post signage which indicates Company's twenty-four hour emergency contact number, applicable radio frequency emission hazards and National Electrical Safety Code NESC required information to the extent required by Federal Communications Commission FCC rules or in the absence of FCC approval the information commonly used in the industry for such signs. The signage will be placed so that it is clearly visible to workers who climb the Pole or ascend by mechanical means.
- J. Installation and operation of Wireless Telecommunications Attachments.** All Wireless Telecommunications Attachments shall fully comply with Tacoma Power construction standards including, but not limited to Standard C-OH-2000 (Customer Requirements – RF Antenna Installations), which is attached hereto as **Exhibit "1"**.

No Attachments of any type or nature shall be installed or operated within the Safety Space of any Pole. Installation of Wireless Telecommunications Attachments within the Supply Space and the Communications Space of a Pole shall comply with **Exhibit 1**.

1. Per Standard C-OH-2000 (See "Who will Install and Maintain the Antenna Equipment"), all Radio Frequency ("RF") emitting Attachments in the Supply Space will be installed by Tacoma Power personnel, and/or Tacoma Power approved electrical contractors. Final determination of who installs each RF Attachment shall be made by Tacoma Power, in its sole discretion, in consideration of (i) applicable labor requirements based on operating voltages, and (ii) the paramount operational needs and requirements of Tacoma Power's electric utility and other business operations. Tacoma Power will also determine the timing of RF Attachment installation, in its sole

discretion, based on these considerations as well as its internal review and the Company's desired schedule.

- Tacoma Power may allow, in its sole discretion, the Company and/or other party owning the proposed Attachment to hire an approved electrical contractor with qualified electrical employees as defined in Chapter 296-45 of the Washington Administrative Code (WAC) to install antenna equipment in the Supply space.
 - Attachment(s) below the Safety Space will be installed and maintained by the Company and/or third party that owns the Wireless Telecommunications Attachment.
2. As specified in Standard C-OH-2000, the following criteria apply to Pole selection and installation location:
- Antenna equipment shall be mounted on clean tangent poles when possible.
 - Antenna equipment shall not be installed above any transmission conductors.
 - Antenna equipment shall not be installed above any distribution conductors where that installation will be under any transmission conductors not attached to the Pole.
 - Radio Frequency emitting antennas shall not be installed in or below the communications space.
 - Antenna equipment shall not be mounted on 4 way or 3 way corner poles (buck leads) or poles with:
 - > primary switches
 - > primary cable terminations
 - > transformers
 - > capacitors
 - > sectionalizers
 - > regulators
 - > primary metering
 - > locations where adequate clearance is not available

3. RF Hazard Protection. Per applicable safety regulations including, but not limited to, elimination of RF exposure to Tacoma Power employees in accordance with WAC 296-62-09005, all Wireless Telecommunications Attachments such as RF Attachments shall be installed to enable – and/or shall be subject to – immediate on-site electrical service disconnect by Tacoma Power. Tacoma Power will make reasonable effort to provide 24 hour advance notice of service disconnect, but Company acknowledges and expressly agrees that Tacoma Power is authorized to immediately disconnect electrical service to Company's Wireless Telecommunications Attachments (including RF Attachments) at any time with or without notice. Company further expressly agrees that Tacoma Power shall not as a result of such service disconnect, unless proven to be an intentional wrongful act, be liable to Company or to any third party for any claims, damages, costs, expense, lost revenue or other kind or type of loss whatsoever, all of which Tacoma Power hereby expressly disclaims any risk, duty or responsibility related thereto.

4. Due to evolving technology, further specific Wireless Telecommunications Attachment device and equipment requirements will be determined by Tacoma Power on a case by case basis.
5. The Company shall be solely responsible for, and shall pay, all costs of RF Attachment installation and operation. All work performed by Tacoma Power shall be as specified in this Agreement including, but not limited to, Article VIII. (Performance of Work) and Article V (Make-Ready Work), and all charges or fees associated with RF Attachment installation and/or operation shall be as specified in this Agreement including, but not limited to, Article X. (Fees), Article XI. (Billing), and the attached **Schedule 1** (entitled Attachment Agreement Fees).

K. Performance of Work. Company's Installation/Removal/Maintenance Work. All of Company's installation, removal and maintenance work, by either Company's employees or authorized contractors, shall be performed at Company's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of Tacoma Power's Poles or other attaching entity facilities or equipment. All such work is subject to the insurance requirements of Article XIV.

All of Company's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all applicable requirements specified in Article VII. Company shall assure that any person installing, maintaining, or removing its Attachments is fully qualified and familiar with all Applicable Standards indicated in Article XV.

VIII. PERFORMANCE OF WORK

- A. Work Requirements.** The Company shall perform the Work in a skillful manner, in accordance with Article XV of this Agreement, and including WAC Chapter 296-45-045, NESC, and amendments or successor codes, standards, and all franchise requirements. The Company shall ensure that the Work and its equipment are in all respects (i) safe, (ii) of first-class quality, (iii) free from all faults and defects in workmanship, material and design, and (iv) in conformance with the requirements of this Agreement. Company shall ensure that all personnel who perform the Work shall be fully experienced and properly qualified to perform the same.
- B. Surveys and Inspections.** Tacoma Power reserves the right to perform preliminary surveys prior to the actual installation of Company's Attachments, to inspect each new Attachment of Company after device placement and prior to product placement, and to make periodic inspections of Company's Attachments. Within thirty (30) days of receiving written notice from Tacoma Power, Company shall correct all Attachments that Tacoma Power identifies as being out of compliance with Applicable Standards. These surveys and inspections, or the absence of surveys and inspections, shall not operate to or in any manner impose any legal duty or liability on Tacoma Power or relieve the Company of any responsibility, obligation, duty or liability assumed under this Agreement or imposed by any Applicable Standard or Applicable Law, rule or regulation. Additional Attachment Applications may also be suspended or rejected if Company fails to request final inspections by Tacoma Power's Hybrid Fiber Coax (HFC) Construction group.

- C. **Corrections.** The Company shall, as soon as is practically possible, correct or replace any Work or equipment found to be defective or not in conformity with the requirements of this Agreement. If Company fails to perform any Work, corrections and/or replacements as required by this Agreement, Tacoma Power may perform such Work, corrections, and/or replacements at the Company's expense. Tacoma Power reserves the right to charge for the crew time used to inspect/re-inspect installations that do not meet the code standards.
- D. **Debris.** The Company shall, at all times, keep its work areas cleared of rubbish, refuse and other debris and in a neat, clean and safe condition. Upon completion of any portion of any of the Work, Company shall immediately remove all rubbish, refuse and other debris and all of its equipment and surplus materials associated or resulting from the Work. If Company fails to do so, Tacoma Power may perform such removal at the Company's expense.

IX. INVENTORY

The Company shall submit Attachment inventories in an electronic Excel spreadsheet format, flash drive or other format specified by Tacoma Power annually, on or before December 15th of each year of the Term. Failure to provide inventories may result in Tacoma Power hiring a contractor to conduct said inventory at Company's expense. Said inventory shall list all Attachments, contacting Pole numbers and addresses. The inventory may not be used in lieu of an Attachment Application.

- A. The Company shall include with the inventories a listing of any Attachment the Company has removed from Poles since the last inventory. The Company shall identify the Pole from which the Attachment was removed, describe the removed Attachment, and indicate the approximate date of removal.
- B. Upon request, the Company shall furnish to Tacoma Power, as part of the inventories, an up-to-date electronic map depicting the locations of its Attachments.
- C. Notwithstanding Subsection A above, Tacoma Power reserves the right to conduct its own inventory of the Company's Attachments at any time, but not more than once per year, at the Company's expense.
- D. Attachments not previously applied for and listed in the inventory shall be deemed to be Unauthorized Attachments and are subject to the terms and conditions in Section III. H. including, but not limited to, an Unauthorized Attachment Fee as provided in Section X.D. below.

X. FEES

- A. **Payment of Fees.** Company shall pay to Tacoma Power all applicable fees as specified in **Schedule 1 (Attachment Agreement Fees)**, attached hereto and fully incorporated herein by this reference.
- B. **Application Fee.** The Company will submit a nonrefundable Application Fee with each Attachment Application in accordance with the Application Fee provisions in **Schedule 1**.

- C. Security Deposit.** Tacoma Power reserves the right to request a security deposit for Attachments hereunder as it may deem necessary. If required, and upon written notice by Tacoma Power, the Company will promptly pay a security deposit for Attachments hereunder. Upon termination of this Agreement, the security deposit will be returned to the Company, less any outstanding fees, penalties and/or other costs associated with the Company's Attachments per this Agreement. The applicable security deposit as determined by Tacoma Power upon the Effective Date of this Agreement is specified in **Schedule 1**.
- D. Attachment Fees.** The Company shall pay Tacoma Power fees for the Company's Attachments semiannually. The Company's obligation to pay Schedule 1 fees for any of its Attachments commences either on the Effective Date of the Company's Permit or on the date Tacoma Power discovers any Unauthorized Attachments, whichever is earlier with respect to the subject Attachment(s). Unauthorized Attachments will be billed at five times the current annual Attachment fee specified in **Schedule 1** and shall be subject to further enforcement action per the terms and conditions specified in Section III. H. above.
- E. Fee / Deposit Modification.** Every April 1, Tacoma Power may review and modify **Schedule 1** as it deems appropriate (i) to account for changed conditions or circumstances involving Tacoma Power's cost accounting methodology, policies, operational needs, or system requirements, (ii) due to legal and/or regulatory requirements, and/or (iii) for any other justifiable cost basis and/or reason not delineated in this Agreement. Such review and modification of Schedule 1 may include, but is not limited to, Attachment Fees, Application Fees, and/or the Security Deposit. If modified, Tacoma Power will provide written notice to Company specifying the change(s). Such Schedule 1 changes shall apply to all Attachments covered by this Agreement and billing based on such change(s) will commence as of the next billing period (e.g. the July 1 to December 31 billing period); Provided, that if an Application is submitted after April 1, any Schedule 1 change(s) made shall apply as of the submittal date.
- F. Alternative Fees.** Tacoma Power reserves the right to charge an alternative fee to public agencies and municipalities that own and/or operate Attachments for public safety, health, and/or well-being purposes.
- G. True-Up.** Whenever Tacoma Power, in its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Company and the actual cost of the activity exceeds the advance payment of estimated expenses, Company agrees to pay Tacoma Power for the difference in cost, provided that Tacoma Power documents such costs with sufficient detail to enable Company to verify the charges. To the extent that Tacoma Power's actual cost of the activity is less than the estimated cost, Tacoma Power shall refund to Company the difference in cost.
- H. Tacoma Power and Third Party Make-Ready Work Fees and Costs.** The Company is solely responsible for and shall pay and/or reimburse Tacoma Power for all costs it incurs that are associated with Tacoma Power Make-Ready Work performed by Tacoma Power and/or a Tacoma Power's contractor pursuant Article V. herein. The Company shall also be responsible for the costs for any and all Third Party Make-Ready Work that (i) is required to make or ensure available Pole for Company's additional Attachments, (ii) involves modification of one or more of Company's existing Attachments, and/or (iii) is necessary to comply with Applicable Standard and/or Applicable Law including, but not limited to, safety or code clearance requirements Ready Work is caused by or necessitated by making room for

Company's additional Attachments or modification of one of Company's existing Attachments or to comply with Standard/code clearance requirements.

- I. **Failure to Timely Transfer, Abandon or Remove Facilities.** Company will be charged an Unauthorized Attachment Fee, and shall be subject to further enforcement action pursuant to Section III. H., if the Company fails to change the location of its Attachment within thirty (30) days of notification as set forth in Article VII. Requirements For Attachment
- J. **Field Inspection Fee.** The Company shall pay Tacoma Power for all costs associated with inspections conducted outside of the Attachment Application process.

XI. **BILLING**

A. **Billing Procedure.**

1. Tacoma Power will invoice Company for Attachment Fees semi-annually in January (for the period of January through June) and in July (for the period of July through December) of each year during the Term.
2. Within thirty (30) calendar days of the date Tacoma Power discovers any Unauthorized Attachments, Tacoma Power may invoice the Company for Attachment fees for the current Billing Period, provided however, Tacoma Power will prorate such fees as appropriate.
3. For the final invoice, (upon termination) within thirty (30) calendar days after the first day of January or July, as applicable, Tacoma Power shall invoice the Company for Attachment fees for the current Billing Period, provided however, Tacoma Power will prorate such fees as appropriate.

B. **Payment.** The Company shall pay all invoices within thirty (30) days of receipt. All payments shall be made in immediately available funds payable to Tacoma Power, or by wire transfer to a bank named by Tacoma Power. If Tacoma Power does not receive payment for any fees or other amount owed within thirty (thirty) calendar days after it becomes due, the Company shall pay interest to Tacoma Power at the rate of one percent (1%) per month, or the maximum interest allowed by law, on the amount due. Nonpayment of any undisputed amounts due under this Agreement beyond sixty (60) days shall constitute a material default of this Agreement. Payment must include invoice number on the check.

C. **Interest on Unpaid Balances.** Interest on any unpaid amounts (including amounts placed in escrow) will bear interest until paid at the rate of 1% per month. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by Tacoma Power.

D. **Taxes.** Company shall pay all applicable and lawful value-added, sales, use, excise, and other taxes, duties, imposts, fees or charges (collectively "Taxes") properly levied or imposed on it by a duly constituted and authorized taxing or other governmental authority with respect to the Company's use of the Poles whether or not such amounts are required to be collected Tacoma Power under Applicable Law. In addition, Tacoma Power will invoice and Company shall pay all state, local, and federal taxes and franchise, tariff, and agreement fees (if any), imposed upon Tacoma Power with respect to its activities contemplated under this Agreement. In the event that any authority with jurisdiction imposes a tax on any aspect of

the transactions contemplated hereunder including but not limited to taxes imposed pursuant to Chapter 82.29A of the Revised Code of Washington, Company agrees to indemnify, defend, and save harmless Tacoma Power from and against such taxes or other Taxes and any penalties and interest thereon or costs associated with any attempts to collect the same.

- E. Billing Dispute.** In the event of a billing dispute between Tacoma Power and the Company, Tacoma Power will continue to provide service under this Agreement as long as the Company continues to make all payments not in dispute, and pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Company fails to meet this requirement for continuation of service, then Tacoma Power may provide notice to the Company of its intention to terminate this Agreement and apply the security deposit to owed amounts.

XII. LIABILITY, INDEMNIFICATION, AND EXCULPATION

- A. Risk and Duty to Inspect.** Company agrees to use Tacoma Power's Poles at Company's sole risk. Company acknowledges and agrees that it has an obligation to inspect the Poles and/or premises surrounding said Poles prior to commencing any work on said Poles.
- B. Indemnity / Hold Harmless.** Unless caused by the sole negligence or willful misconduct of Tacoma Power its employees, contractors or agents, the Company releases and agrees to defend, indemnify and hold harmless Tacoma Power, its successors and assigns, and its respective directors, officers, employees and agents of Tacoma Power and its successors and assigns (collectively referred to as the "Indemnitees") from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to reasonable attorneys' fees) arising out of or in connection with any Attachments, Permits, the performance of any Work, the operation of any equipment or the Company's system, or the acts or omissions of the Company or any of its suppliers or contractors of any tier, the respective successors and assigns of the Company or any such suppliers or contractors, the directors, officers, employees and agents of each of the foregoing, or anyone acting on the Company's behalf in connection with said Attachments, performance of Work or operation of equipment or the Company's system.
- C. Scope.** Such indemnity, protection and hold harmless shall include any demand, claim, suit or judgment for damages to property or injury to or death of persons, including officers, agents and employees of either party hereto including payment made under or in connection with any Worker's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused or contributed by the erection, maintenance, presence, use or removal of Company's Attachments or by the proximity of the respective cables, wires, apparatus and appliances of Company including any claims or demands of customers of the Company with respect thereto. The Company hereby acknowledges that it is waiving employer immunity under Title 51 RCW, the Industrial Insurance Law, and that this Agreement has been mutually negotiated.
- D. Service Interruption.** Tacoma Power shall not be liable to the Company or to the Company's customers, and the Company hereby indemnifies, protects and saves harmless Tacoma Power against any and all such claims or demands, suit or judgment for loss, liability, damages and expense by the Company's customers, for an interruption to the service of the Company, or for interference with the operation of the Company's Attachments, and/or appliances of the Company, or for interference with the operation of the Company's Attachments, and/or wires and appliances of the Company.

- E. Third Parties.** To the fullest extent permitted by Applicable Law, the foregoing release, indemnity and hold harmless shall apply to and for the benefit of the Indemnitees. This Article XII shall not be intended or interpreted to provide any person an independent claim or course of action based upon third party doctrine.
- F. Consideration.** Tacoma Power is willing to permit Attachments for the fees described in **Schedule 1** only in consideration of and in reliance upon such release, indemnity and hold harmless. The Parties mutually acknowledge that said consideration is not, however, the sole and exclusive consideration hereunder and expressly agree that further, additional and sufficient, consideration exists with respect to all other Party rights and obligations set forth in this Agreement
- G. DISCLAIMER.** TACOMA POWER MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO TACOMA POWER'S POLES OR THE PREMISES SURROUNDING SAID POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND TACOMA POWER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. TACOMA POWER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- H. Environmental Hazards.** Company represents and warrants that its use of Tacoma Power's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Tacoma Power's Poles or transport to Tacoma Power's Poles any Hazardous Substances and that Company's Attachments will not constitute or contain and will not generate any Hazardous Substance in violation of federal, state, or local law now or hereafter in 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. Company further represents and warrants that in the event of breakage, leakage, incineration, or other disaster its Attachments would not release any Hazardous Substances. Company and its agents, contractors, and subcontractors shall defend, indemnify, and hold harmless Tacoma Power 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 Tacoma Power's Poles attributable to Company's use of Tacoma Power's Poles.
- I. Municipal Liability Limits.** No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Tacoma Power of any applicable state limits on municipal liability or governmental immunity. No indemnification provision contained in this Agreement under which Company indemnifies Tacoma Power shall be construed in any way to limit any other indemnification provision contained in this Agreement.

If Tacoma Power brings a successful action in a court of competent jurisdiction to enforce this Agreement, Company shall pay Tacoma Power's reasonable attorney's fees.

XIII. FORCE MAJEURE

An event of Force Majeure means any act of Nature, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. Neither Party will be considered in default as to any obligation under this Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement.

XIV. WORKER'S COMPENSATION, INSURANCE AND BONDS

- A. Workers Compensation and Employer's Liability.** The Company shall ensure that, with respect to all persons performing the Work, (including Third Party Make-Ready Work) for or on its behalf, the Company or its suppliers or contractors maintain in effect at all times during the term coverage or insurance in accordance with the Applicable Law relating to worker's compensation and employer's liability (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law. The Company shall furnish to Tacoma Power such assurance and evidence of such coverage or insurance (such as copies of certificates of insurance and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as Tacoma Power may request. Tacoma Power reserves the right to accept self-insurance from the Company.
- B. Commercial General Liability.** The Company shall obtain, and maintain continuously for the term of this Agreement, at its own expense, an ISO form, occurrence based (not "claims-made") Commercial General Liability insurance policy, with endorsements and/or other insurance necessary to provide coverage for the Work and other activities and services of this Agreement. The Commercial General Liability policy (CGL) shall have policy limits no less than \$2,000,000 combined single limit of liability each occurrence with general aggregate limit of no less than \$4,000,000. The insurance carrier issuing the policy must have an A.M. Best rating of at least "A" and be legally admitted and licensed to do business in the State of Washington. The City of Tacoma, Department of Public Utilities shall be named as an additional insured on said CGL policy and said policy shall be primary over and non-contributing to any insurance or self-insurance program of the City of Tacoma.
- C. Deductible / Self-Insurance.** The insurance coverage required by this Article shall not be subject to a deductible or self-insured retained limit of liability, in excess of \$10,000 without the Company having first received the written consent from the City of Tacoma. Company agrees to indemnify and hold the City of Tacoma harmless from the obligation to pay the deductible or self-insured retained limit of liability as if the City of Tacoma were an additional insured without the self-insured retained limit or deductible.

- D. Cross Liability.** Such insurance shall include a "cross liability," "severability of interests," or "separation of insured" clause indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom the claim is made or suit is brought.
- E. Certificate of Insurance.** Prior to commencement of performance of any of the Work, including Make-Ready Work, the Company shall provide Tacoma Power a certificate of insurance with its endorsements as evidence of coverage. The company or companies issuing such insurance and the policies issued shall be subject to approval by Tacoma Power.
- F. Notice of Claims.** The company shall promptly advise Tacoma Power of all claims relating to damage to property or injury to or death of persons arising or alleged to have arisen in any manner by, or directly associated with, the erection, maintenance, presence, use or removal of the Company's equipment. Copies of all accident or other reports made to any insurer by the Company shall be furnished to Tacoma Power.
- G. Additional Assurances.** The Company shall also furnish Tacoma Power with such additional assurance and evidence of such insurance (including, but not limited to: copies of insurance policies, declaration pages, and endorsements) as Tacoma Power may from time to time request to reasonable verify the insurance coverage types and limits required hereunder are in effect. Within thirty (30) days after any notice of termination, cancellation, expiration or alteration in any policy of insurance required under this Agreement, the Company shall deliver to Tacoma Power a Certificate of Insurance acceptable to Tacoma Power with respect to any replacement policy.
- H. Subrogation.** The Company shall ensure that any policies of insurance that the Company or any of its suppliers or contractors of any tier carry as insurance against property damage or against liability for personal injury (including death) shall include a provision therein providing a waiver of the insurer's right to subrogation against the Indemnitees. To the extent permitted by its insurance.
- I. Liabilities and Obligations.** The requirements of this Agreement as to insurance and acceptability to Tacoma Power of insurers and insurance to be maintained by the Company are not intended to and shall not in any manner limit or qualify the liabilities and obligations of or assumed by the Company under this Agreement.
- J. Bonds.** In addition, the Company shall furnish to Tacoma Power, at such times and in such forms as Tacoma Power may in writing request, surety bonds with performance, payment and maintenance clauses payable to Tacoma Power.

XV. COMPLIANCE WITH APPLICABLE LAW

- A. Applicable Law.** Unless expressly and affirmatively pre-empted by federal law and/or regulation specifically applicable to the subject matter identified, this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, which shall include the Constitution, and all applicable statutes, codes, ordinances, orders, decisions and rules of the state, municipal or other governmental authorities thereof (collectively, "Applicable Law"). For clarification purposes only, and without limiting the generality of the foregoing, the Applicable Law also includes the following legal and/or

regulatory requirements, now or hereafter in effect, established by any governmental authority with jurisdiction:

1. Any and all federal, state, and local regulations, rules and requirements applicable to Telecommunications Service and/or Wireless Telecommunications Attachments specifically including, but not necessarily limited to: The Communications Act of 1934, as amended by the Telecommunications Act of 1996; the Rules and Regulations promulgated by the Federal Communications Commission under said Act(s) –when applicable and in accordance with Washington State law; the National Electric Safety Code ("NESC"); Chapter 80.36, RCW; and Chapter 296-45, WAC.
2. All regulations, rules and requirements set forth in any Franchise(s) and third-party issued licenses or permits that pertain to the siting, installation, operation, maintenance or removal or (i) Wireless Telecommunications Attachments, and/or (ii) Tacoma Power's Distribution System facilities.
3. All terms, conditions, standards, and requirements set forth in Tacoma Power's Customer Service Policies, now in effect and as may be hereafter amended or adopted, that pertain to its Distribution System and any Company Attachment permitted hereunder.

NOTE: All laws, regulations and orders required to be incorporated in agreements of this character are hereby incorporated herein by this reference

B. Compliance. With respect to any and all Attachments made pursuant to this Agreement, and in the performance of Work and Make-Ready Work related thereto and/or the operation or maintenance of equipment associated therewith, the Company shall fully comply with the foregoing Applicable Law – as well as all Applicable Standards. The Company shall be responsible for, and shall make best efforts to ensure, compliance with the said Applicable Law and Applicable Standards by Company and its employees, agents, contractors, sub-contractors, suppliers, and/or licensees of any tier.

1. If Company's Attachments violate or are not in compliance with any applicable laws, ordinances, rules, regulations, orders, licenses, permits, franchises and other requirements, now or hereafter in effect, of any governmental authority or if said governmental authority requires any change to Company's Attachments then Company shall complete said changes and bring its Attachments into compliance.
2. The Company shall, if and as requested by Tacoma Power, furnish such documents as may be required to effect or evidence compliance in accordance with this Article XV.

XVI. EMERGENCIES

A. In the event of an emergency relating to the Equipment, Company shall immediately contact Tacoma Power at the emergency phone number below and take immediate action to correct any safety or use problems, including but not limited to the actions in Article VIII, "Performance of Work," even if the full repair cannot be made at the time, in order to protect persons and property or to allow use of the site. The Parties' respective emergency phone numbers are as follows:

Tacoma Power: (253) 502-8602

Company:

- B. In the event that Tacoma Power cannot reach Company at the emergency number listed above, Tacoma Power shall, in its sole judgment, repair Company's Attachment in order to protect persons and property, at the Company's sole expense.

XVII. NONWAIVER

The failure of Tacoma Power to insist upon or enforce strict performance by the Company of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

XVIII. ASSIGNMENT AND SUB-LICENSING

- A. **Company is Sole Licensee.** Except as otherwise permitted by Applicable Law, only the Company is allowed to make Attachments pursuant to a Permit issued under this Agreement. Except as expressly provided in Subsections B and C of this Article, nothing in this Agreement will permit or be construed as permitting any person or entity other than Company to make, maintain, alter, and/or remove Attachments.
- B. **Assignment.** The Company shall not assign, transfer or otherwise dispose of any of the privileges granted under this Agreement without prior written notice to, and the written consent of, Tacoma Power; PROVIDED, that such consent shall not be unreasonably withheld; and PROVIDED FURTHER that no such written consent shall be required for an assignment or transfer to an entity that the Company controls, is controlled by, or is under the common control of, or to an entity that acquires all or substantially all of the assets of the Company.
- C. **Sub-Licenses or Leases.** The Company shall not, without Tacoma Power's prior written consent, sub-license or lease a Permit issued by Tacoma Power - nor any rights, duties or interests whatsoever related to any Attachment approved by such a Permit - to any third party under any circumstance. Examples of prohibited sub-licensing or leasing include but are not limited to, allowing third parties to place Attachments on Tacoma Power's Poles, or to place Attachments for the benefit of such third parties on Tacoma Power's Poles and/or any other Distribution System facilities. The use of Company's Attachments by third parties that involves no additional Attachment or Co-lashing is not subject to this Section XVIII.B.
 - 1. A separate and additional Attachment Application shall be completed and submitted by any third-party to which Company intends to sub-license, lease, or otherwise transfer its Attachment rights, duties and/or any other interests under a Permit issued by Tacoma Power hereunder. In the event Company intends to make any such sub-license, lease or other transfer, the Company shall ensure said Application is fully completed and submitted to Tacoma Power for review and approval prior to making or allowing any change to the physical condition, and/or legal status, of the subject Attachment(s).

- D. Continuing Liability of Company.** In no event will an assignment or sub-license or lease transfer, when permitted and approved hereunder, constitute or effect a release of Company with respect to any liabilities or any of Company's obligations under this Agreement unless such release is expressly granted by Tacoma Power in writing.
- E. Violation – Effect of Prohibited Assignment, Sub-license, Lease or Transfer.** Any assignment, transfer or disposition of Permit privileges without the prior written notice to and written consent of Tacoma Power as required under this Article shall be deemed null and void at law and in equity. Any action, act and/or omission in violation of the terms and conditions set forth in Subsections A. - C. above shall further be deemed a material breach of this Agreement and entitle Tacoma Power to immediately revoke the Permit(s) involved and take any and all other remedial action available to it pursuant to this Agreement, Applicable Law, and in equity.

XIX. ENTIRE AGREEMENT

- A.** The terms and provisions contained in the Agreement, including all Appendices, Schedules, and Exhibits hereto, shall constitute the entire agreement between the Parties. This Agreement may be modified, extended or renewed only by written amendment, executed by the duly authorized representative of both Parties. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their representative capacity as indicated.
- B.** This Agreement supersedes any and all prior agreements, with respect to Attachments.
- C.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- D.** The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive expiration or termination of this Agreement.

XX. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, which shall be the Applicable Law as set forth in Article XV above. The Parties agree and stipulate that in the event any litigation should occur concerning or arising out of this Agreement, the sole venue of any legal action shall be the Pierce County Superior Court of the State of Washington. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

XXI. NOTICES AND OTHER COMMUNICATIONS

A. Notices. Any formal notice, request, approval, consent, instruction, direction or other communication given by either Party or to the other pursuant to this Agreement shall be in writing and shall be delivered by either (i) certified first class mail, return receipt requested, or (ii) by reputable overnight courier service to the individuals denoted below, unless otherwise directed in writing, at the address provided:

TO: Tacoma Power:

Tacoma Power
Business and Financial Management
ATTN: Joint-Use Coordinator
3628 S. 35th Street
Tacoma, WA 98409

TO: Company:

ATTN:

B. Invoices / Informal Notice. Billing invoices and informal notices, such as technical or routine business communications, may be transmitted by electronic mail. Either Party may from time to time change such address by giving the other Party written notice of such change in accordance with the provisions of this Article.

Company address for informal notices and billing purposes shall be as follows:

Company:

Attn:

Email Address:

Tacoma Power address for informal notices and billing questions shall be as follows:

Tacoma Power:

Business and Financial Management
ATTN: Joint-Use Coordinator
3628 S. 35th Street
Tacoma WA 98409

Email Address: pwrjointutilities@cityoftacoma.org

C. Construction Standards. Current versions of all Tacoma Power Standards specified in this Agreement may be obtained at:

<http://www.mytpu.org/tacomapower/electrical-permitting/electrical-construction-standards.htm>

XXII. HEADINGS

The headings of Articles, Sections and/or subsections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date defined herein.

COMPANY

By: _____ Date: _____

Printed Name: _____

Title: _____

Tax ID No.: _____

TACOMA POWER:

By: _____ Date: _____

Chris Robinson
Power Superintendent/COO

Approved:

Approved as to Form:

Andrew Cherullo, Finance Director

Deputy City Attorney

SCHEDULE 1

Attachment Agreement Fees

This Schedule 1 sets forth applicable fees, rates, and other cost related charges for Attachments made to Tacoma Power's Distribution System.

1. Wireless Attachment Fees:

Annual rate for microcell: \$101

Annual rate for small cell facility: \$1,200

Annual rate for minor facility: \$6,473

Unauthorized Attachment fee: 5 times (5x) annual rate per Attachment type above.

2. Application Fees:

Attachment Application Fee: \$175 per Application up to 15 Poles/Attachments, plus additional \$5 per each Pole thereafter up to a total of 50.

Fee Methodology. The specified Application Fee is based on all reasonable costs and expenses incurred by Tacoma Power for to fully process each Application. Such costs include, but are not limited to, necessary review, inspection, administrative and supervision activities, transportation, employee compensation, reproduction and/or graphic services, supplies, telephone and other telecommunication services, plus related administrative overhead.

NOTE: An additional charge will be billed on a time and materials basis for any Application that requires specific engineering review and/or inspection beyond the fixed fee(s) established per this fee methodology. This charge is separate and independent of any time and materials costs that may be incurred in connection with Tacoma Make-Ready Work per Article V. of the Agreement.

3. Security Deposit:

No security deposit is required as of the Effective Date of the Agreement, but Tacoma Power reserves the right, per Section X. C. and at any time during the Term of the Agreement, to review its operational risks hereunder and require that Company provide a security deposit in an amount deemed necessary by Tacoma Power.

4. Pole Records and Maps:

Actual time and materials will be billed per Section IV. D. of the Agreement.

5. Tacoma Power Make-Ready Costs:

Actual time and materials will be billed in accordance with any Time and Material Quote (Exhibit 2) required in accordance with Section V. A. of the Agreement.

6. Additional Charges for Electricity Supplied by Tacoma Power:

In addition to the annual Attachment Fee(s) set forth above, the following monthly power cost and customer charges shall apply and be collected for Wireless Telecommunication Attachments that require electricity supplied by Tacoma Power. The Company is responsible for and shall timely pay all such charges when invoiced by Tacoma Public Utilities:

- **Energy and Delivery charges** per the monthly rate specified in Tacoma Municipal Code Section 12.06.170 B. 1. and 2.
- **Customer charge** per the monthly rate specified in Tacoma Municipal Code Section 12.06.170 B. 3.

PLEASE NOTE:

Any and all fees, rates and other cost related charges specified in this Schedule 1 are subject to revision and may be amended by the City of Tacoma's Public Utility Board and/or City Council. The Company shall be responsible for, and shall pay when invoiced, any such fees, rates or charges if and as adjusted per future Resolutions adopted by the Public Utility Board Resolution(s) and/or per future Resolutions or Ordinances adopted by the City Council including, but not limited to the Schedule B rates applicable to power cost and customer charges set forth in Chapter 12.06 of the Tacoma Municipal Code.

SCHEDULE 1

Attachment Agreement Fees

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APPENDIX A – Sample Attachment Application



Attachment Application - Form Instructions

- | | |
|----|---|
| 1 | Company must have a valid attachment agreement on file with Tacoma Power before application will be processed. |
| 2 | If utilizing sub-contractors, Company must submit a letter authorizing sub-contractor to perform work on their behalf. In addition, Company must have provided a copy of their pole attachment agreement that governs their Pole Attachment Application(s) to all sub-contractors who submit said application(s) on their behalf. |
| 3 | All shaded areas are REQUIRED to be completed. Failure to provide complete information will result on a delay to process your request and/or denial to attach.
No approval, survey, or review work will be performed until a complete and accurate request has been submitted. |
| 4 | If Electrical Services will be required, make sure to include request on "Electrical Services Information" field. |
| 5 | Application for communication enclosures and/or miscellaneous equipment must include specification sheet(s) including weight, dimensions, and configuration of equipment. |
| 6 | Application must meet submittal requirements set forth in Section IV of the pole attachment agreement, which must include product specification sheet(s) including device dimensions and weight, power supply, RF output power, enclosure material type, FCC Standard Compliance, operating AC voltage, power consumption, and transmit output power. |
| 7 | Proposed attached method means: NEW DIRECT, STRAND MOUNTED, CO-LASH, REMOVAL, or OTHER . If you are co-lashing, please specify to whom, AND include approval authorization from the co-lashing partner. |
| 8 | Proposed attachment height must be specific and in decimal format. Approximate height is not acceptable. |
| 9 | Attachments must meet all applicable requirements of the NESC and Tacoma Power Construction Standards, including but not limited to the following clearances:
<div style="margin-left: 20px;"> <p>Support Clearances</p> <ul style="list-style-type: none"> - Communication cables to supply cables: 40" - Between communication cables and CenturyLink attachment: 12" - Between communication cables and any other communication cable: 6" <p>Span Clearances</p> <ul style="list-style-type: none"> - Communication cables to supply cables: 30" - Between communication cables: 4" </div> <p>Additionally, on Jointly Owned poles CenturyLink will not attach below 18'.</p> |
| 10 | A check, payable to City Treasurer, for all applicable fees and two full sets of your application must be mailed to Tacoma Power. An electronic copy of your application must also be emailed to pwrjointutilities@cityoftacoma.org . The application sets must contain the following documents:
<ul style="list-style-type: none"> - Filled in and signed Application (Tab 1) - Filled in Detail Pole Attachment Data (Tab 2) - Legible map(s) of all poles on route and pole height block (Tab 3 example). Streets must be clearly identified and labeled. Map(s) must include existing pole attachments and attachment heights, and any required make-ready for each pole on the application. <ul style="list-style-type: none"> - Existing attachments must be listed in order from top to bottom and include attachment heights in decimal form. |
| 11 | Construction must completed within 180 days unless a permit extension is granted by Tacoma Power. |
| 12 | A final construction inspection by Tacoma Power may be required. |



Wireless Application

Permit # _____

Application Date _____

(INSTRUCTIONS: This cover sheet must be completed for each application request. Complete all shaded areas. Any fields left blank may result in return of incomplete request.

_____ <i>Name of Attaching Company (MPAA holder)</i>	_____ <i>Name of Applicant (Contractor)</i>
_____ <i>Attaching Company Contact Person</i>	_____ <i>Applicant Contact Person</i>
_____ <i>Attaching Company Telephone Number</i>	_____ <i>Applicant Contact Telephone Number & Email Address</i>
_____ <i>Attaching Company Address</i>	_____ <i>Applicant Address</i>
_____ <i>City, State, ZIP</i>	_____ <i>City, State, ZIP</i>

Project Information:	
_____ <i>Site Address:</i>	_____ <i>Company's Reference Number:</i>
<i>Total # of New Contacts:</i> _____	<i>Total # of Removals:</i> _____
<i>Total # of Overlashing:</i> _____	<i>Total # of Co-Lashing:</i> _____
<i>Total # of Other:</i> _____	<i>Total # of Affected Poles:</i> _____

Electrical Services Information (if applicable):
Requires Electrical Service <input type="checkbox"/> YES <input type="checkbox"/> NO

Detailed Description of work:

_____ <i>Authorized Signature</i>	_____ <i>Date</i>
_____ <i>Printed Name & Title</i>	_____ <i>Email Address</i>

****Failure to supply requested information may delay acceptance of the application****

For Internal Use Only:	
<input type="checkbox"/>	Applicant has a valid Franchise Agreement and/or other required agreements are in effect to operate within the franchise jurisdiction.



Detail Pole/Attachment Data

1		2	3	4	5	6	7	8
Tacoma Power's Pole Number		Pole Location	Company's Pole Number (if applicable)	Company's Map/Drawing Number	Proposed Attachment Method (see key below)	Type of Attachments (see key below)	Height of Attachment (feet & inches in decimal form)	Include Original Permit # for removals
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

1. Tacoma Power Pole Number, can be up to 5 digits, obtained from TPU.
2. Nearest address to Tacoma Power pole.
3. Company's Pole Number, if applicable.
4. List drawing number of Company's map that shows this pole.
5. Enter proposed attachment method from key.
6. Enter appropriate letters from key below.
7. Enter specific height (in decimal foot) of proposed attachment. Approximate height is NOT acceptable.
8. If removing an existing attachment, include the original TPU issued permit number.

Attachment Type Key:

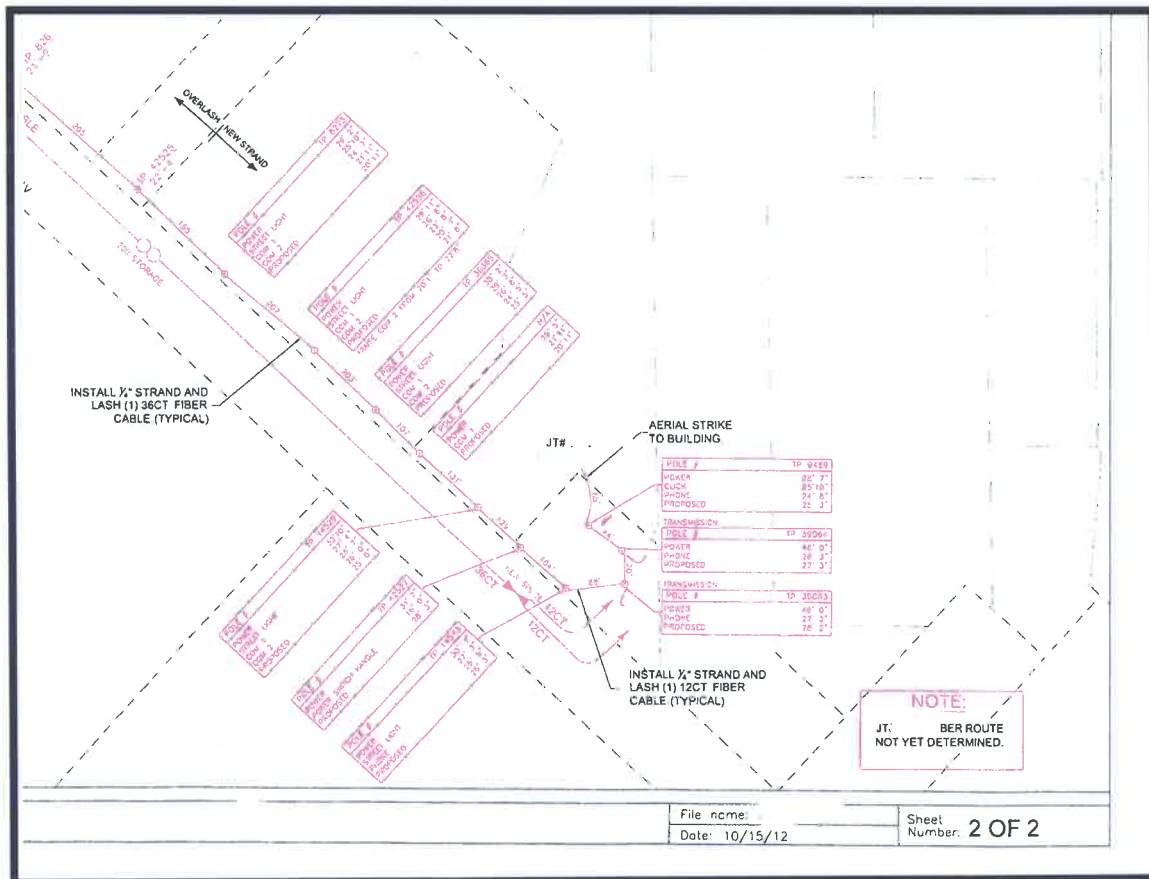
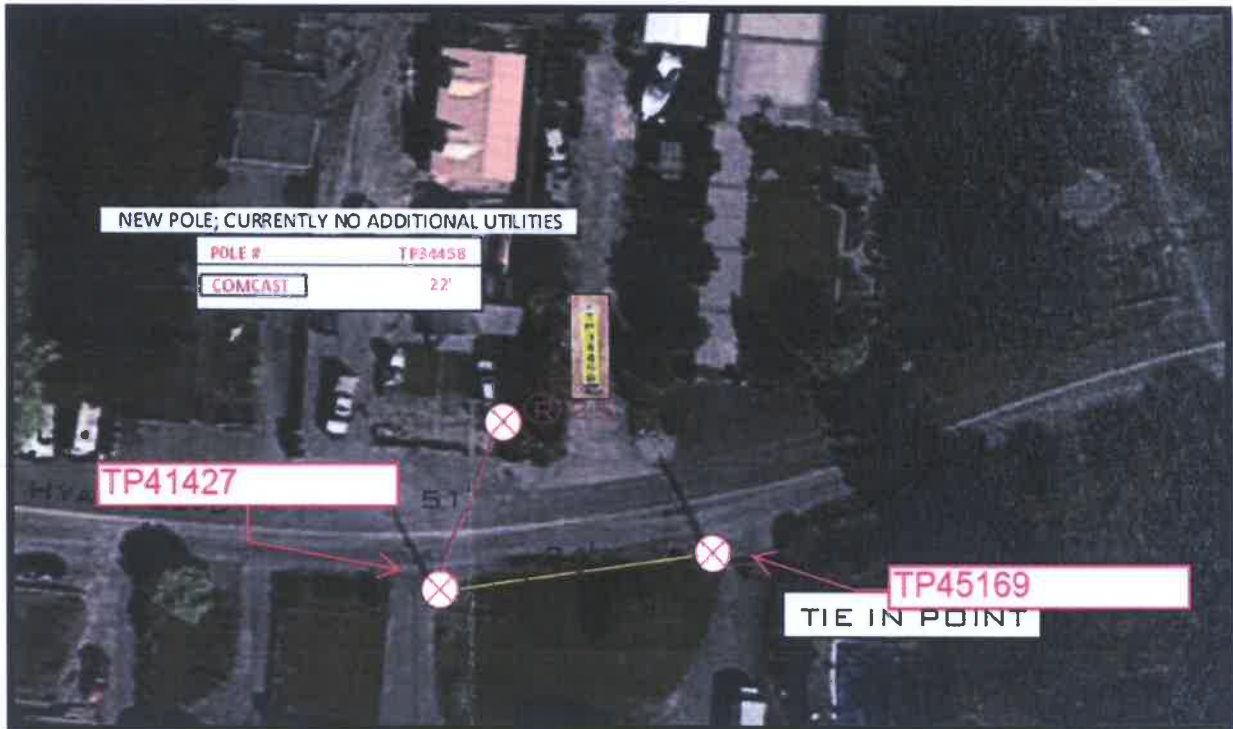
- A. Antenna
- B. Antenna
- C. Other (please specify)

Proposed Attachment Method:

- NEW = New Direct Attachment
- CLA = Co-Lash (overlashing onto an existing wire/cable owned by a third party)
- SM = Strand Mounted (installing equipment onto an existing wire/cable owned by the company)
- REM = Removal
- 000 = Other

Company/Contractor's Name: _____

Attachment Site: _____



A - 4



Photo Requirements:

- Full Color
- Show entire height of pole and the surrounding area



Photo Requirements:

- Full Color
- Show entire height of pole and the surrounding area



Customer Requirements RF Antenna Installations

C-OH-2000

Application

Attachment requirements and clearances on the Pole for Radio Frequency (RF) antenna equipment installations. This standard is intended to allow electrical workers to perform their normal job duties working on power lines and electrical equipment without requiring special training, having to take special precautions, or having to wear RF detectors to comply with Federal Communications Commission (FCC) standard for RF exposure limits for "General Population/Uncontrolled Exposure". No antenna equipment installation is allowed if this intent is not met, as determined by Tacoma Power in its sole discretion based on the paramount operational needs and requirements of Tacoma Power's electric utility system.

Terms

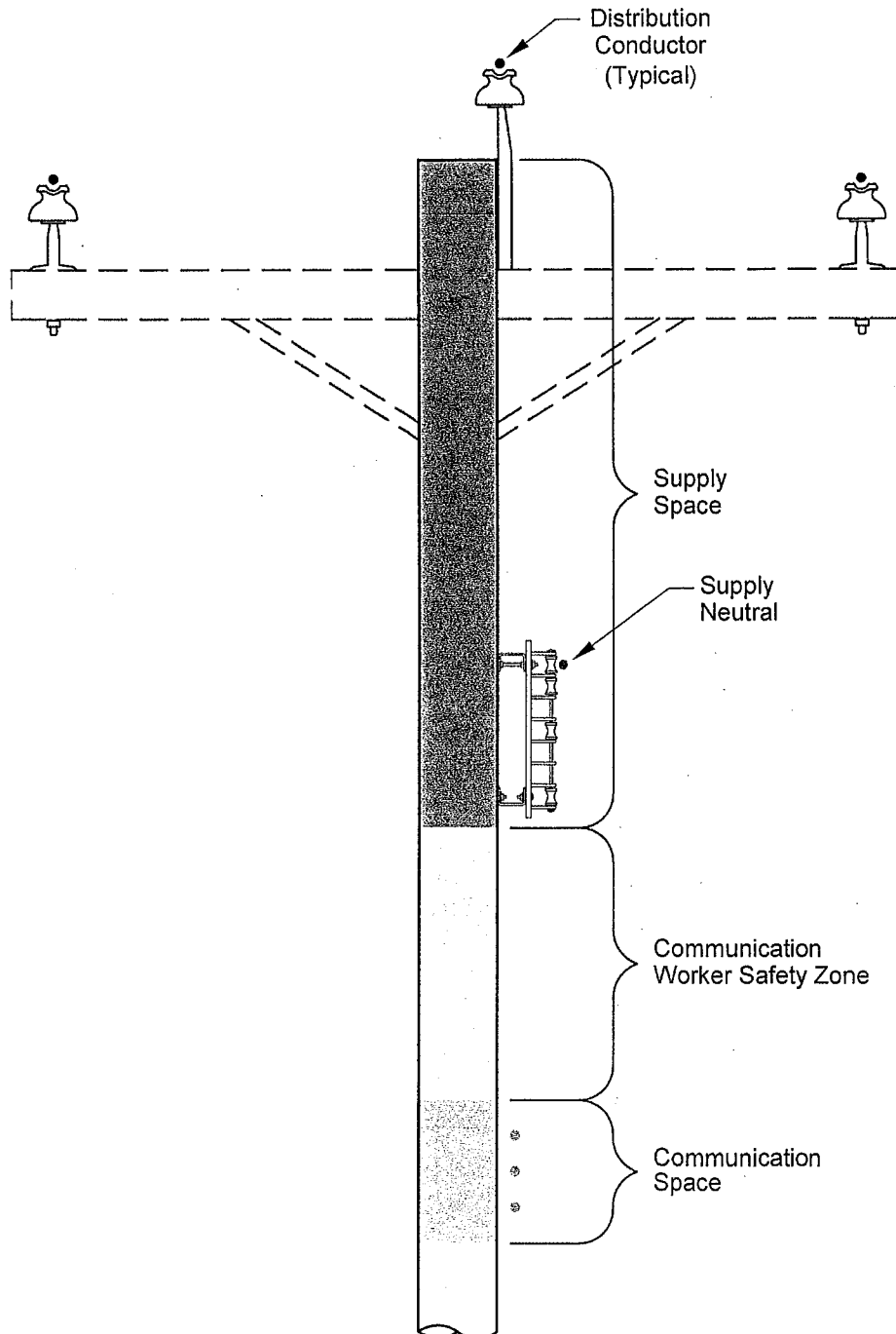
The following are definitions of terms used in this standard, which are also applicable to Tacoma Power joint-use Agreements including, but not limited to Master Pole Attachment Agreements:

Term	Definition
Communication Space	The space on joint-use Poles where communication facilities are separated from the supply space by the communication Worker safety zone. This space is below the communication worker safety zone.
Communication Worker Safety Zone	That space on joint-use Poles as defined in National Electric Safety Code (NESC) Rule 235C4. This zone generally originates at the lowest point of the supply space. This space is intended to maintain a physical separation between supply and communication facilities. The minimum dimensions of this space shall at no time be violated.
Supply Space	The space on joint-use Poles where supply facilities are separated from the communication space by the communication worker safety zone. This space is above the communication worker safety zone.
Transmission	Tacoma Power supply voltages of 115 kV or 230 kV.
Distribution	Tacoma Power supply voltages of 7.2 kV to 15 kV.
Secondary	Tacoma Power supply voltages of 600 V or less.
Supply Neutral	Multi-grounded conductor of the distribution system.

Customer Requirements
RF Antenna Installations

C-OH-2000

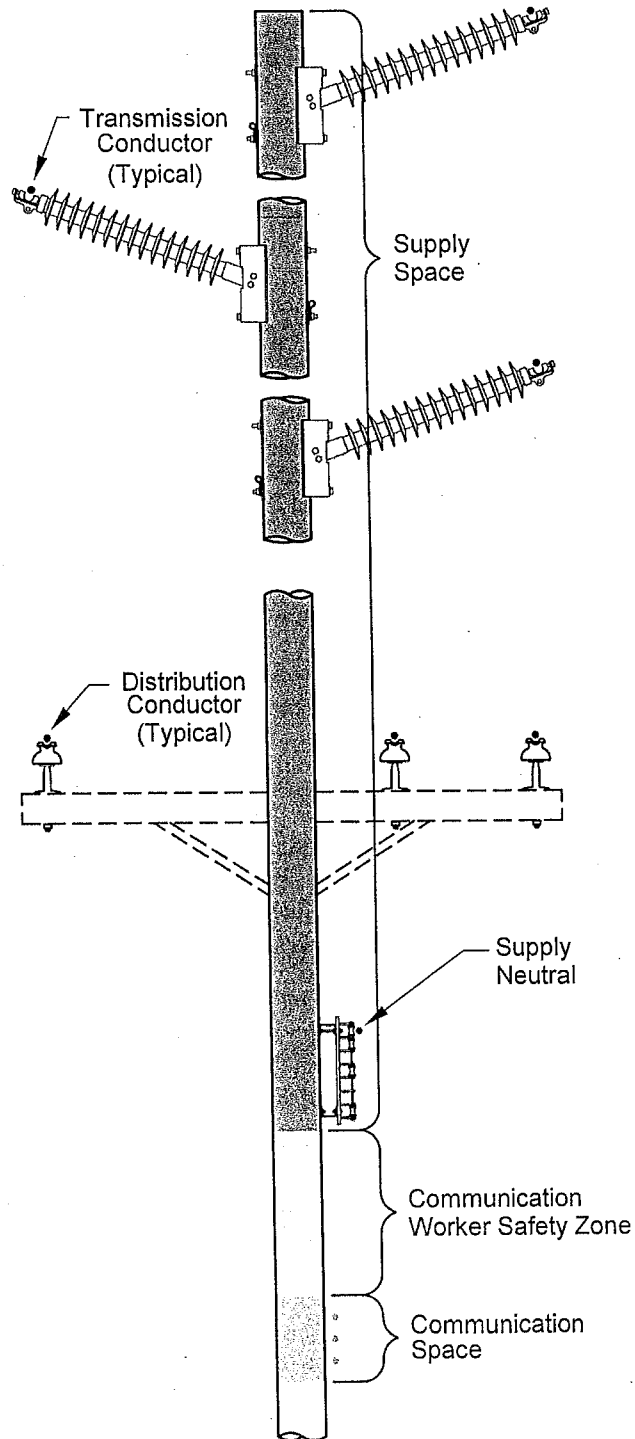
Figure 1 Illustration of Space Allocation on Pole (Distribution Only)



Customer Requirements
RF Antenna Installations

C-OH-2000

Figure 2 Illustration of Space Allocation on Pole (Transmission with Distribution Underbuild)





Customer Requirements RF Antenna Installations

C-OH-2000

Attachment Requirements

Agreements, Permits and Codes

- Prior to attaching equipment to Poles owned by Tacoma Power, a Pole attachment agreement must be signed by all parties involved and the related Pole attachment permit approved. Please contact Tacoma Power *Business and Financial Mgmt Dept* at pwrjointutilities@cityoftacoma.org.
- All attachments must meet the requirements for clearance and strength as specified by standard C-OH-9000 "Customer Requirements, Clearance Requirements for Overhead Joint Utility Construction" and the NESC, along with statutory, code, and other regulatory requirements established by the State of Washington, Pierce County, and local governments including the City of Tacoma.
- Attachments within the city limits of Tacoma must comply with the requirements of City of Tacoma Municipal Code, Title 16 and City of Tacoma franchise agreement.

Complaints

- It shall be the responsibility of the antenna owning company to resolve any and all complaints resulting from the installation of the antenna equipment. The owning company shall provide Tacoma Power a phone number to receive and resolve the complaints.

Outage Notification

- Tacoma Power will make reasonable effort to notify the antenna owning company of outages 24 hours in advance when possible, but reserves the right to disconnect power without notice when necessary in cases of emergency and/or based on the paramount operational needs and requirements of Tacoma Power's electric utility system as determined by Tacoma Power in its sole discretion.

Who will Install and Maintain the Antenna Equipment

- Tacoma Power will install and maintain the antenna equipment and service **located in the supply space**. Fees for this work are established in the Tacoma Power Pole attachment agreement.
- In some cases, Tacoma Power may require the antenna owning company to hire an approved electrical contractor with qualified electrical employees as defined in Chapter 296-45 of the Washington Administrative Code (WAC) to install antenna equipment in the supply space.
- Antenna equipment and the service **below the communication worker safety zone** will be installed and maintained by the antenna owning company.

Serving Voltage

- Tacoma Power will provide 120/240V single phase service to RF antenna equipment installations.

Customer Outages

- Antenna equipment will be installed and maintained so that Tacoma Power customers will not be taken out of service, with the exception of customers whose services are directly attached to the Pole that supports the antenna equipment.



Customer Requirements RF Antenna Installations

C-OH-2000

Attachment Requirements *(continued)*

Pole Selection Criteria

- Antenna equipment shall be mounted on clean tangent Poles when possible.
- Antenna equipment shall not be installed above any transmission conductors.
- Antenna equipment shall not be installed above any distribution conductors where that installation will be under any transmission conductors not attached to the Pole.
- RF emitting antennas shall not be installed in or below the communication space.
- Antenna equipment shall not be mounted on 4 way or 3 way corner Poles (buck leads) or Poles with:
 - primary switches.
 - primary cable terminations.
 - transformers.
 - capacitors.
 - sectionalizers.
 - regulators.
 - primary metering.
 - locations where adequate clearance is not available.
- Installations are approved on a Pole-by-Pole basis and Tacoma Power reserves the right to approve or deny attachment to any Pole in its sole discretion based on the paramount operational needs and requirements of Tacoma Power's electric utility system.

Poles shall be Climbable

- Unless otherwise specifically designated by Tacoma Power, all antenna equipment shall be mounted on the Pole so that the Pole is climbable to the requirements of the NESC.

Materials Provided by Antenna Owner

- Materials shall meet or exceed Tacoma Power material standards where Tacoma Power specifications exist.

Antenna Location on Pole

- Antenna equipment can be installed in the supply space:
 - between the supply neutral and the distribution conductors.
 - above the distribution conductors where there are no transmission conductors above that are not attached to the Pole.
 - below the transmission conductors.
- Only one antenna installation per Pole.



Customer Requirements RF Antenna Installations

C-OH-2000

Attachment Requirements *(continued)*

Disconnect

- All antenna equipment must be equipped with a quick means of electrical service disconnect, to turn off all RF energy. Installation of the service disconnect shall meet applicable safety regulations including, but not limited to, elimination of RF exposure to Tacoma Power employees in accordance with WAC 296-62-09005. Installation shall be completed as directed by Tacoma Power and at the sole cost of the antenna owning company.
 - This disconnect will also prevent any backup energization of the antenna.
- Tacoma Power reserves the right to disconnect power to installations when determined necessary in its sole discretion, and without prior notice, based on the paramount operational needs and requirements of Tacoma Power's electric utility system.

Backup Energization

- Any backup energization shall be designed and constructed so that it cannot back-feed into the Tacoma Power system.

Ground Mounted Equipment

- Antenna equipment may be installed on the Pole if it does not exceed the following requirements (antenna equipment shall be installed on the ground if it exceeds the following requirements) or as otherwise necessary to comply with applicable safety requirements including, but not limited to, WAC 296-62-09005:
 - 26 in. wide x 48 in. high x 16 in. deep
 - 500 lbs
- Ground mounted equipment shall be:
 - located on the road or field side of the Pole or grouped with any existing handholes/pedestals.
 - a minimum 4 ft (6 ft to 10 ft preferred) from base of Pole.
- Do not install ground mounted equipment or underground conduit in the Pole line where it would conflict with the future replacement of the Pole.
- When the equipment must be placed in line with the Pole, it should be located on the transformer, distribution crossarm, or other power equipment side of the Pole.

Customer Requirements RF Antenna Installations

C-OH-2000

Attachment Requirements *(continued)*

Labeling

Antenna equipment shall be clearly labeled (as directed by Tacoma Power Construction Inspector) as follows:

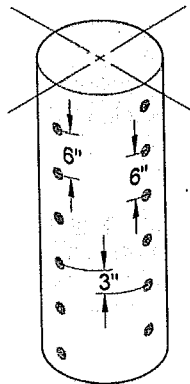
- Labels shall be a reflective, weather and UV resistant sign or decal.
- Labels shall follow all Occupational Safety and Health Administration (OSHA) and FCC Guidelines on labeling of wireless equipment.
- Labels shall also have the following information:
 - Name of owner.
 - Reference, site or equipment ID number.
 - 24 hr. phone number to responsible person that will respond to emergencies in a timely manner.
 - Minimum Approach Distance (MAD) limit clearly identified. This limit shall be calculated in the location of maximum RF strength, with the antenna operating at its maximum output and 100 percent duty cycle.

Pole Hole Drilling (see Figure 3)

- Holes drilled on the same side of Pole shall be no closer than 6 in.
- Holes that are perpendicular shall be no closer than 3 in.
- Hole Treatment:
 - For Douglas Fir Poles: Treat holes with Tacoma Power's current approved preservative.
 - For Cedar Poles: No treatment required.
- Any bolt holes for antenna equipment shall be 1 ft. min. from top of Pole.

Figure 3

Pole Drilling





Customer Requirements RF Antenna Installations

C-OH-2000

Attachment Requirements *(continued)*

**Conduit
Risers**

Riser conduit for RF antenna installations shall meet the following requirements:

Purpose	Type	Minimum Size (in.)	Maximum Size (in.)	Max. Total Qty. on Pole
120/240 V power supply conductors	Sch. 40 PVC, gray	2.5	2.5	6
First 10' of riser for the 120/240 V power supply conductors if fed from UG service	Sch. 80 PVC, gray	2.5	2.5	
Antenna equipment cables	Sch. 40 PVC, gray	1-1/4	6	

- Risers shall be installed on standoff brackets (see "Standoff Brackets" and Figure 4). Standoff brackets shall be:
 - no lower than 8 ft. from the ground or other accessible surface (including the top of the meter enclosure).
 - mounted within 6 in. of the top end of any stick of conduit.
 - evenly spaced along the Pole and no more than 10 ft. apart.
- If standoff brackets are already installed on the Pole, the new riser(s) shall be attached to these standoffs.
- Risers shall be located on the field side of the Pole and the Pole quadrant most protected from traffic.
- If more than one conduit will be on the same side of the bracket, the higher voltage will be closest to the Pole.
- The entire length of conduit riser should parallel the structure or Pole, regardless of taper of the Pole.
- The antenna owning company shall install riser conduit extended up to the Communication Worker Safety Zone. (Tacoma Power will extend the conduits through the communication worker safety zone and supply space as required)

Customer Requirements RF Antenna Installations

C-OH-2000

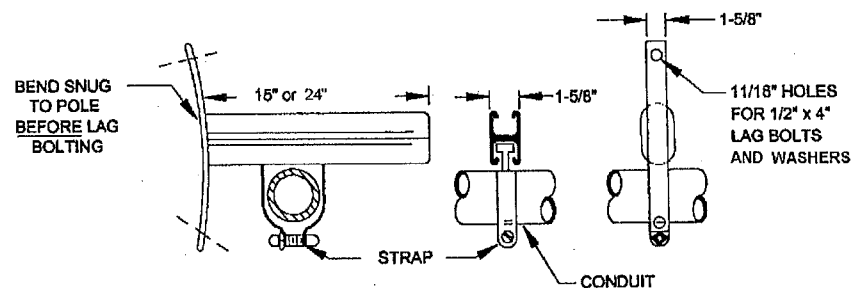
Attachment Requirements *(continued)*

Standoff Brackets (see Figure 4)

Standoff brackets for risers and other equipment shall be:

- hot dip galvanized with 1-5/8 in. C channel, 15 to 24 in. length.
- 2-piece steel galvanized binding member clamps suited to conduit size and type. Wire clamps are not acceptable.
- Fit closely to Pole shape by bending straps before lag-bolting and firmly lag-bolt to Pole.

Figure 4 Standoff Bracket Requirements



Bonding and Grounding

- A separate grounding electrode system for the antenna equipment installation shall be installed as follows:
 - Two (2) 5/8 in. x 8 ft. min. copper-clad ground rods shall be driven at least 6 in. below surface of final grade at a minimum of 6 ft. apart.
 - The ground rod nearest the Pole shall be a minimum of 4 ft. from base of Pole.
 - The ground rods shall be bonded to the existing Pole ground with minimum #4 AWG copper.
- All metallic antenna equipment shall be bonded to the existing Pole ground with minimum #4 AWG copper.
- All connections shall be non-reversible, compression type.
- Any bonding or grounding conductor installed on the Pole below 8 ft. from grade shall be minimum #4 AWG **copper-clad** conductor and shall meet the following requirements:
 - Stapled to the Pole with min. 1-7/8 in. long, galvanized Pole ground wire staples every 3 to 6 in.
 - Covered with 1/2 in. wire molding and stapled again every 3 to 6 in.



Customer Requirements RF Antenna Installations

C-OH-2000

Clearances

Antenna Equipment in Communication Space (see Figures 5 and 6)

- Spacing between the Pole and any antenna equipment shall be 4 in. min.
- Any part of the antenna equipment and/or associated mounting brackets shall be 40 in. min. below the supply space.
- Any part of the antenna equipment and/or associated mounting brackets shall be 12 in. min. below the lowest existing communications messenger and/or cable .

Antenna Equipment in Supply Space (see Figures 5, 6 and 7)

- Spacing between the Pole and any antenna equipment shall be 4 in. min.
- Below the distribution conductors:
 - The highest portion of the antenna shall be 48 in. min. below the top of the Pole.
 - The lowest portion of the antenna shall be 12 in. min. above the supply neutral, if present.
 - If the supply neutral is not present, the lowest portion of the antenna shall be 40 in. min. above the highest communications messenger and/or cable.
- Above the distribution conductors:
 - The lowest portion of the antenna shall be 5.0 ft. above the distribution conductor.
 - The highest portion of the antenna shall be 10.0 ft. below the lowest mounting bolt of the transmission insulators.

Secondary Only Poles

- The lowest portion of the antenna shall be 12 in. min. above the secondary conductor.
- Pole top extensions are allowed on a case by case basis, depending on the following:
 - The extension must not extend more than 48 in. and be designed specifically for that purpose.
 - The Pole must be structurally sound and of adequate strength to support the additional load.

Conduit Riser Clearances

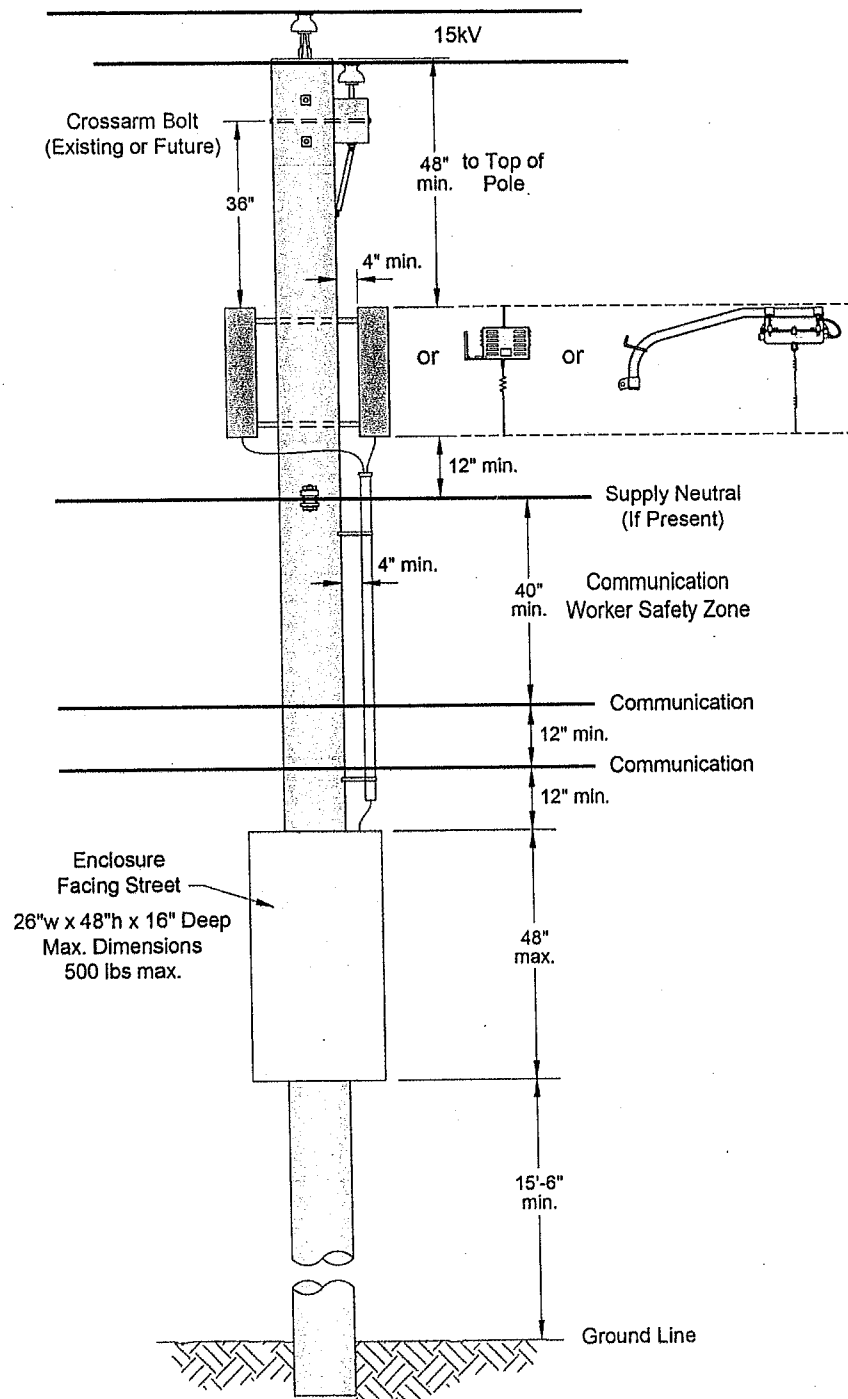
- Spacing between the Pole and any conduit riser shall be a minimum of 4 in.
 - Any part of a conduit riser assembly shall maintain the following minimum clearances in any direction from conductors in the supply space:
 - Supply Neutral = 3 in.
 - Distribution Conductors = 6 in.
-

Customer Requirements
RF Antenna Installations

C-OH-2000

Clearances (continued)

Figure 5 Clearance Requirements for RF Antenna Equipment Below the Distribution Conductors

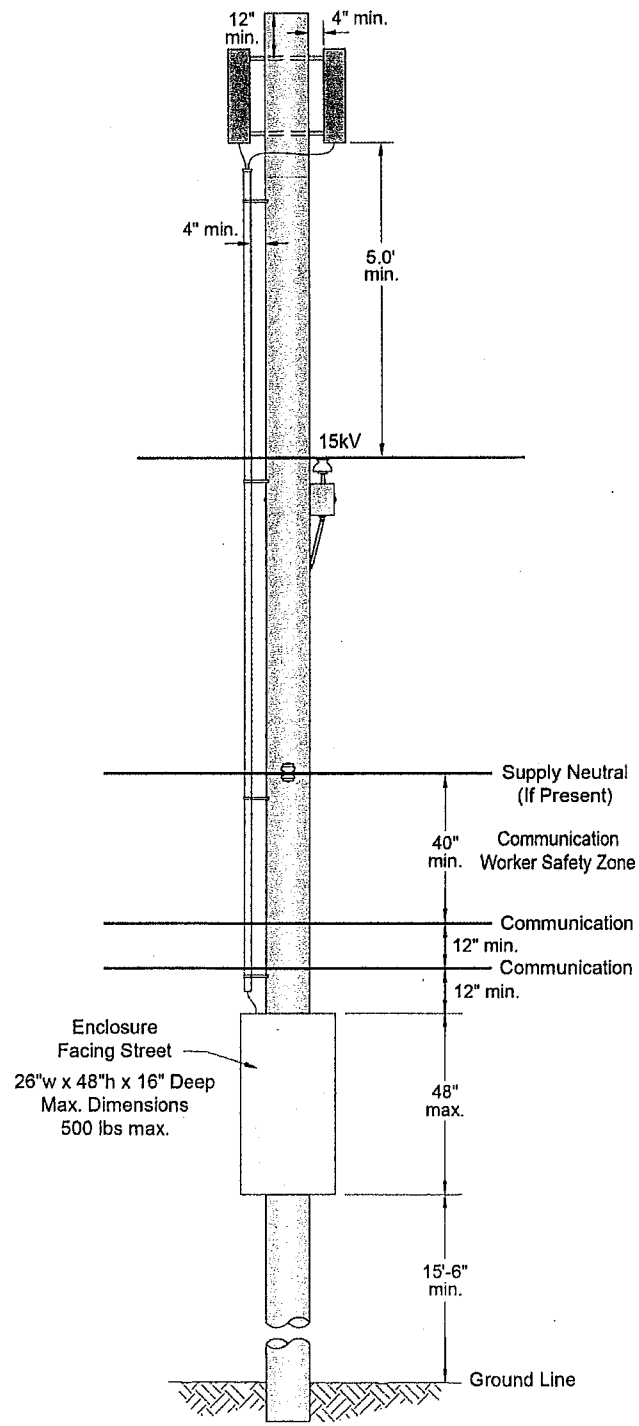


Customer Requirements
RF Antenna Installations

C-OH-2000

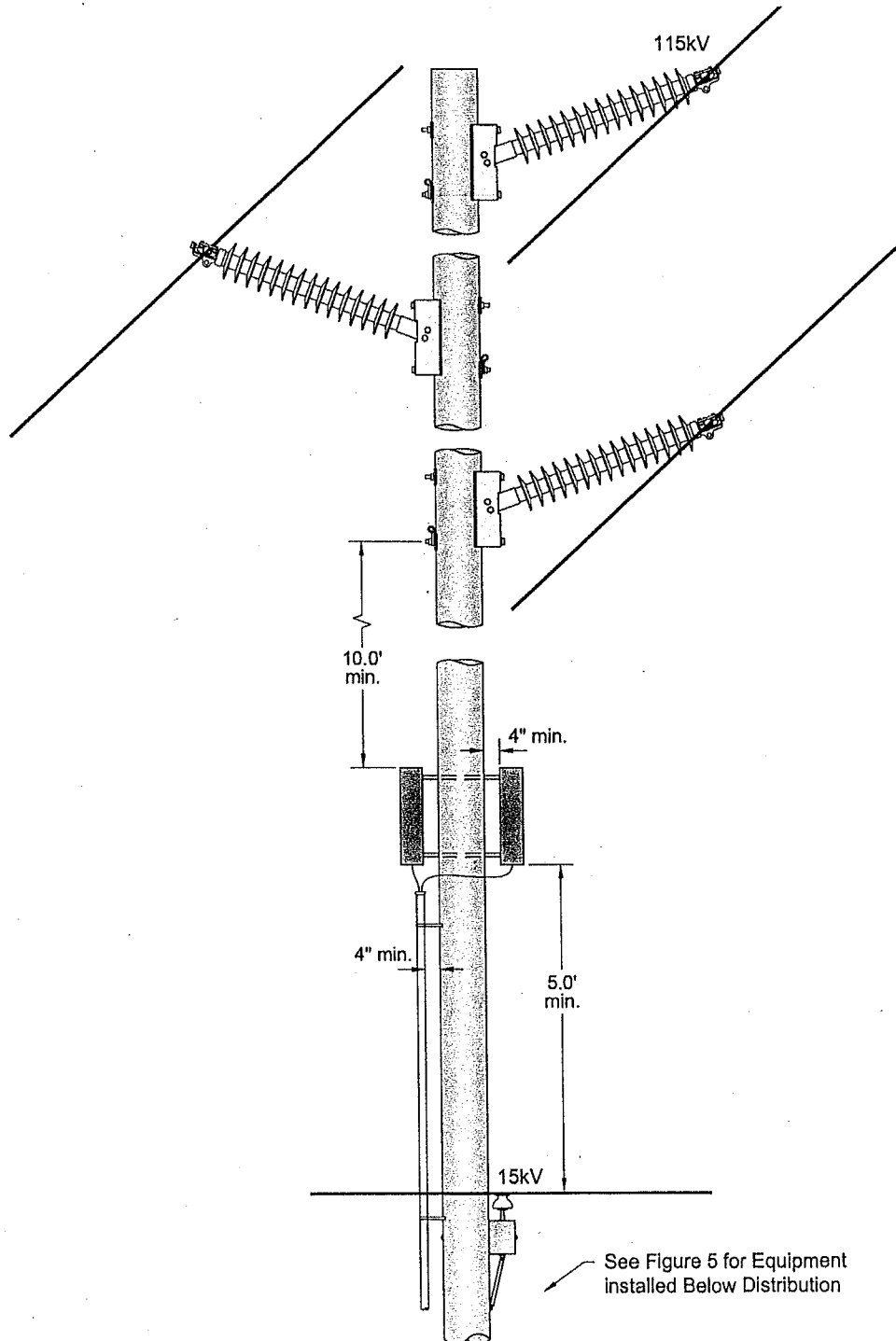
Clearances (continued)

Figure 6 Clearance Requirements for RF Antenna Equipment Above the Distribution Conductors



Clearances (continued)

Figure 7 Clearance Requirements for RF Antenna Equipment Below the Transmission Conductors





**Customer Requirements
Clearance Requirements for
Overhead Joint Utility Construction**

C-OH-9000

Application

This standard establishes the clearances that are required on utility pole structures between electrical supply facilities owned and operated by Tacoma Power and communication facilities owned and operated by others.

Terms

Term	Definition
Joint Utility	For the purposes of this standard, any entity (utility, public agency, communications company, or other) other than the electrical supply utility that is attached to the structure.
Communication Space	The space on joint-use structures where communication facilities are separated from the supply space by the communication Worker safety zone. This space is below the communication worker safety zone.
Communication Worker Safety Zone	That space as defined in National Electric Safety Code (NESC) Rule 235C4. This zone generally originates at the lowest point of the supply space. This space is intended to maintain a physical separation between supply and communication facilities. The minimum dimensions of this space shall at no time be violated.
Supply Space	The space on joint-use structures where supply facilities are separated from the communication space by the communication worker safety zone. This space is above the communication worker safety zone.
Transmission	Tacoma Power supply voltages of 115 kV or 230 kV.
Distribution	Tacoma Power supply voltages of 7.2 kV to 15 kV.
Secondary	Tacoma Power supply voltages of 600 V or less.
Supply Neutral	Multi-grounded conductor of the Distribution system.
Common Position	Nine feet (9 ft.) below the distribution.

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Figure 1 Illustration of Space Allocation on Pole

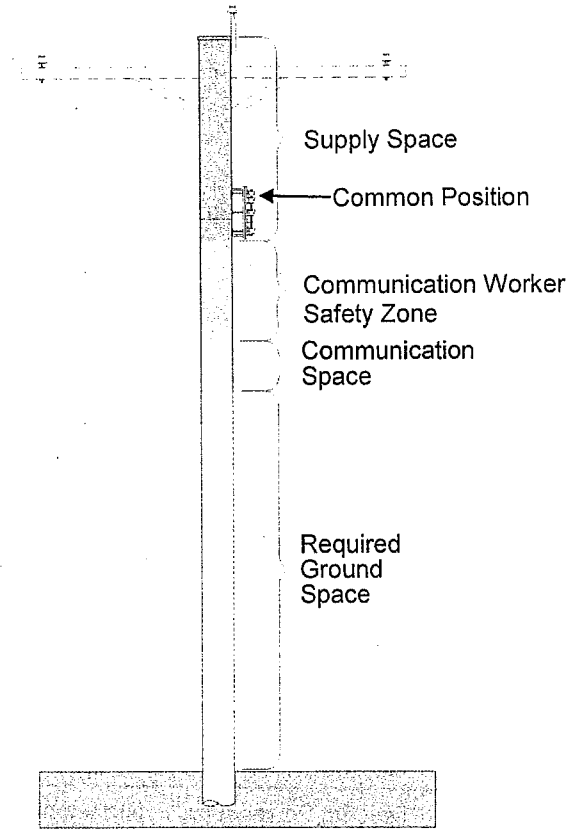


Figure 2 Illustration of Communication Worker Safety Zone

