



RESOLUTION NO. U-11535

1 A RESOLUTION related to the Department of Public Utilities, Light Division;
2 authorizing the adjustment of pole attachment fees as allowed under the
3 uniform Master Pole Attachment Agreement last updated by Public Utility
4 Board Resolution U-10983.

5 WHEREAS the City of Tacoma, Department of Public Utilities, Light
6 Division ("Tacoma Power") facilitates community access to telecommunication
7 services by permitting the use of its infrastructure by service providers,
8 government entities, and other authorized parties to attach wires, cables,
9 antennas, and other equipment to poles and/or distribution system facilities for
10 the purpose of providing telecommunications and related services, and

11 WHEREAS Tacoma Power first developed its uniform Master Pole
12 Attachment Agreement templates to govern the use of its distribution system
13 facilities and which specified fees to be charged for such use, and

14 WHEREAS to promote the best use and to ensure administratively
15 efficient and cost-effective management of pole attachments, Tacoma Power
16 developed uniform Master Pole Attachment Agreement templates with pole
17 attachment fee amounts that were adopted by the Public Utility Board in 1996
18 under resolution U-9231, and

19 WHEREAS the Public Utility Board authorized changes to the uniform
20 Master Pole Attachment Agreement templates and pole attachment fees in
21 January 2018 under resolution U-10983, and

22 WHEREAS leading up to the 2018 resolution, Tacoma Power hired a
23 consultant to evaluate our pole attachment fee structure, and
24
25
26



1 WHEREAS the consultant recommended that Tacoma Power adopt a
2 wireline pole attachment fee consistent with Washington State's wireline fee
3 calculation methodology as set forth in R.C.W. 54.04.045, which was used to
4 establish the fees found in the Master Pole Attachment agreements approved
5 under Resolution U-10983, and

6 WHEREAS setting fees for wireless attachments, however, proved
7 challenging because the market was not fully established or developed thus
8 leading to limited available information, and

9 WHEREAS in September 2018, the FCC promulgated FCC Order 18-
10 133 in which it declared jurisdiction over municipally owned pole infrastructure
11 in relation to wireless pole attachments and established fee levels that the FCC
12 would consider presumptively nondiscriminatory and a reasonable
13 approximation of costs to pole owners -- effectively a "safe harbor" fee amount
14 for small wireless facilities attached to poles, and

15 WHEREAS, in 2020, Tacoma Power adopted this safe harbor fee
16 amount for small wireless pole attachments as follows:

- 17 • the annual fee for microcell was increased from \$101 to \$198, and
- 18 • the annual fee for small cell facility was decreased from \$1,200 to \$421, and the minor facility annual rate was left unchanged, and



WHEREAS the terms of the Master Pole Attachment Agreement provide
that Tacoma Power may review and modify the fees to account for changes in
Tacoma Power's cost accounting methodology and policies or other justifiable
costs, and

WHEREAS since the last pole attachment fee adjustments in 2018,
Tacoma Power has seen an increase in overall operating costs, including wood
poles and other core components and believes adjustments to its pole
attachment fees are necessary, and

WHEREAS Tacoma Power has reviewed its wireline pole attachment
fees using the fee calculation methodology with Tacoma Power's most recent
financial information, and proposes an increase to its wireline pole attachment
fee from \$26.49 to \$44.40; key factors contributing to this increase include the
costs of a bare pole and Tacoma Power's carrying costs; Now, Therefore,
BE IT RESOLVED BY THE PUBLIC UTILITY BOARD OF THE CITY OF TACOMA:

That the adjustments to the wireline pole attachment fees in the Master
Pole Attachment Agreement specified in this resolution are approved and any
acts taken consistent with this resolution but prior to its passage are hereby
ratified and confirmed.

Approved as to form:

Chair

Chief Deputy City Attorney

Secretary

Clerk

Adopted



Board Action Memorandum

TO: Jackie Flowers, Director of Utilities
COPY: Charleen Jacobs, Director and Board Offices
FROM: Chris Robinson, Power Superintendent
MEETING DATE: May 28, 2025
DATE: May 14, 2025

GUIDING PRINCIPLE ALIGNMENT (select as many that apply):

Please indicate which of the Public Utility Board's Guiding Principle(s) is supported by this action.

- | | |
|--|--|
| <input type="checkbox"/> GP1 – Diversity, Equity, Inclusion, Belonging | <input type="checkbox"/> GP8 – Telecom |
| <input checked="" type="checkbox"/> GP2 – Financial Sustainability | <input type="checkbox"/> GP9 – Economic Development |
| <input type="checkbox"/> GP3 – Rates | <input type="checkbox"/> GP10 – Government Relations |
| <input type="checkbox"/> GP4 – Stakeholder Engagement | <input type="checkbox"/> GP12 – Employee Relations |
| <input type="checkbox"/> GP5 – Environmental Sustainability | <input type="checkbox"/> GP13 – Customer Service |
| <input type="checkbox"/> GP6 – Innovation | <input type="checkbox"/> GP14 – Resource Planning |
| <input type="checkbox"/> GP7 – Reliability & Resiliency | |

SUMMARY: Tacoma Power requests Public Utility Board approval to revise the annual non-government wireline attachment fee in accordance with Tacoma Power's Master Pole Attachment Agreement.

BACKGROUND: Tacoma Power facilitates community access to telecommunication services by permitting the use of its infrastructure by service providers, government entities, and other authorized parties to attach wires, cables, and other equipment on Tacoma Power poles to provide telecommunications and related services. Tacoma Power developed uniform Master Pole Attachment Agreement templates for use of its facilities to promote the best use and ensure administratively efficient and cost-effective management of pole attachment requests. This agreement model with approved fee amounts was initially adopted by the Public Utility Board in 1996 under resolution U-9231. The templates and fees were updated in 2018 under resolution U-10983.

Leading up to the 2018 resolution, Tacoma Power hired a consultant to evaluate our fee structure. Based on the consultant's recommendation, Tacoma Power adopted a wireline fee calculation method consistent with Washington State RCW 54.04.045 to recover actual attachment costs fairly and equitably. This methodology was presented to the Public Utility Board via Study Session and was used to establish the fees approved under resolution U-10983.

Additionally, in 2018, setting fees for wireless attachments proved challenging due to limited information, as the market was not fully developed or established. However, later in 2018, the FCC promulgated FCC Order 18-133, in which it declared jurisdiction over municipally owned pole infrastructure in relation to wireless pole attachments. In this order, the FCC established fee levels that the FCC would consider presumptively nondiscriminatory and a reasonable approximation of costs to pole owners. This order effectively created a "safe harbor" fee amount for small wireless facilities attached to poles. Therefore, in 2020, Tacoma Power adopted this safe harbor fee amount for small wireless pole attachments.



Board Action Memorandum

Per the terms of the Master Pole Attachment Agreement, Tacoma Power may review and modify the annual attachment fee to account for changes in Tacoma Power's cost accounting methodology and policies or other justifiable costs. Tacoma Power reviewed its wireline attachment fee in 2020, and no modification was made because the calculations showed little to no change in comparison to current fee schedules. However, since the 2020 review, Tacoma Power has seen an increase in overall operating costs, including wood poles, labor, and other core components.

Using the methodology approved in 2018 and the most recent financial information, Tacoma Power reviewed its annual wireline attachment fee and proposes an increase from \$26.49 to \$44.40. Key factors contributing to this increase include the costs of a bare pole and our carrying costs.

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? No

IF THE EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW IT IS TO BE COVERED.

Expenses associated with Tacoma Power's pole attachment program are recovered through costs outlined in the Master Pole Attachment Agreement.

IF THE ACTION REQUESTED IS APPROVAL OF A CONTRACT, INCLUDE LANGUAGE IN RESOLUTION AUTHORIZING \$200,000 INCREASE IN ADMINISTRATIVE AUTHORITY TO DIRECTOR? No

ATTACHMENTS:

Wireline Master Pole Attachment Agreement Template
Wireline Fee Calculation_FCC Method
Wireline Fee Calculation_APPA Method
Utility Fee Comparisons
Pole Attachment Fee Calculation Method Comparison_2018-2025

CONTACT:

Primary Contact: Beverley Pinkerton, Senior Business Services Analyst, (253) 441-4945
Supervisor's Name: Joseph Parris

Included in the table below are cost comparisons of key components that have resulted in an increase to the wireline attachment fee.

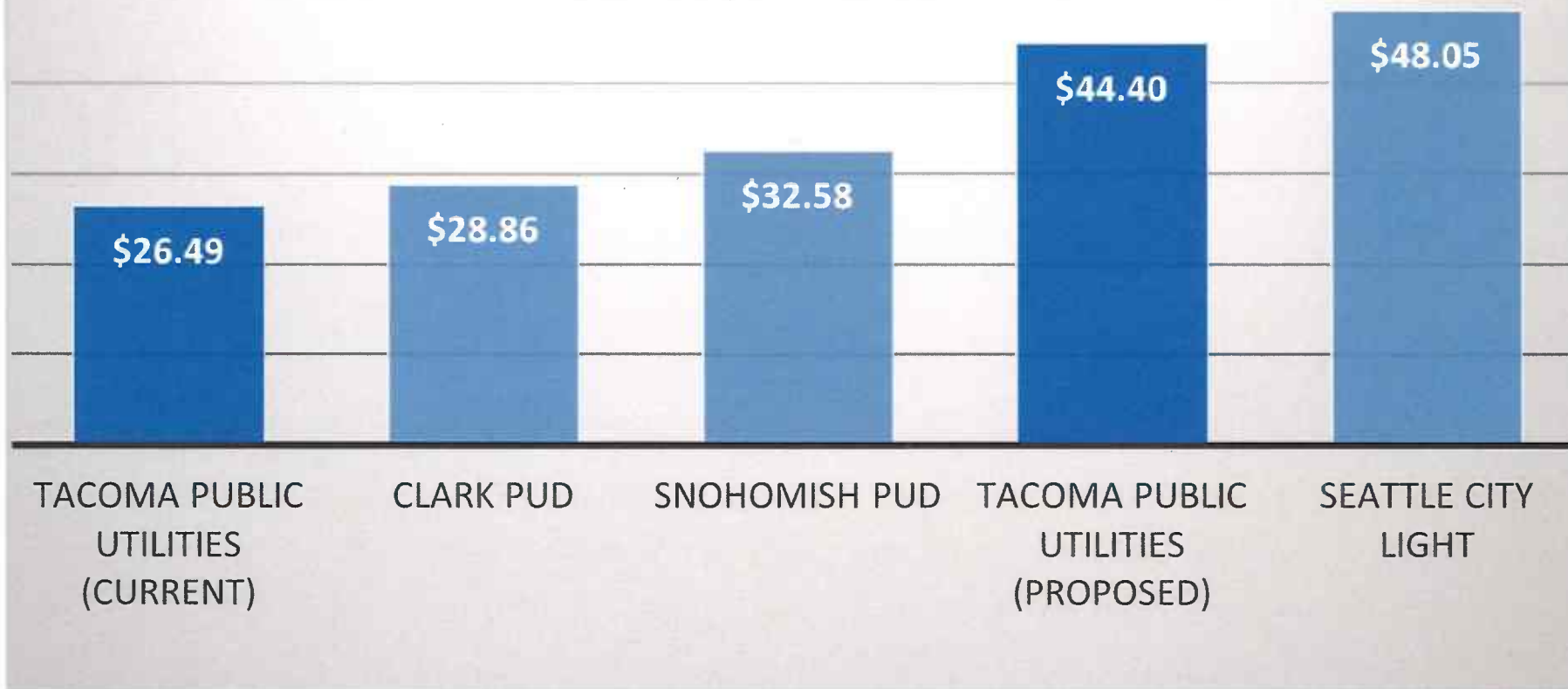
* The FCC Rural Method was established to help foster growth and advance the deployment and adoption of broadband access.

* The APPA Method allows utilities to calculate true shared costs by all parties attaching to a pole equally and does not differentiate services.

Pole Attachment Fee Calculation Method Comparison			
Review Year	2018	2025	% Increase (2025 vs 2018)
Average Number of Attaching Entities	2.6	3	
FCC Rural Method	\$11.25	\$18.52	65%
APPA Method	\$41.74	\$70.28	68%
Net Cost of Bare Pole	\$852.02	\$1,423.11	67%
Carrying Charges	17.317%	20.834%	20%
Wireline Attachment Rate*	\$26.49	\$44.40	67.61%

*50/50 split of FCC Rural and APPA Method. Methodology adopted by State of Washington in 2008 (RCW 54.04.045).

Wireline Attachment Fee



Tacoma Public Utilities
Analysis of Pole Attachment Fees
American Public Power Association Method

Calculation of Net Cost of Bare Pole (at December 31, 2023)		
1 Total utility plant in service, original cost	\$ 2,394,876,667	
2 Accumulated depreciation	\$ (1,268,838,145)	
3 Net utility plant in service	\$ 1,126,038,522	Line 1 + Line 2
4 Construction work in progress	\$ 44,071,113	
5 Net utility plant	\$ 1,170,109,635	Line 3 + Line 4
6 Net plant as a percentage of total plant	48.9%	Line 5 ÷ Line 1
7 FERC account No. 364 (Poles, towers and fixtures)	\$ 137,066,280	
7.1 FERC account No. 364 Accumulated Depreciation	\$ (56,631,913)	
8 Net pole investment (estimated)	\$ 80,434,367	Line 7+Line 7.1
9 Deduction for support equipment	15.0%	
10 Adjusted net pole investment	\$ 68,369,212	Line 8 x (100%-Line 9)
11 Number of poles in service	48,042	
12 Net cost of a bare pole	\$ 1,423.11	Line 10 ÷ Line 11
Calculation of Space Occupied (in feet unless noted)		
13 Pole height	45.0	
14 Unusable: pole underground	6.5	
15 Unusable: normal ground clearance	20.0	
16 Unusable: safety clearance	4.0	
16.1 Total Common Space (unusable)	30.5	Sum of Lines 14-16
16.2 Average Number of Attaching Entities	3	
17 Assignable Space (Usable to Attaching Entities)	14.5	Line 13 - Line 16.1 - Line 16
18 Space occupied by licensee	0.5	
19 Portion of usable space occupied by licensee	3.4%	Line 18 ÷ Line 17
19.1 Space & Support per Attachment as Proportion of Pole with FERC-Mandated ¾ Recovery	16.173%	(Line 18+(¾×[Line 16.1+Line 16.2]))/Line 13
Calculation of Carrying Charges (2023)		
Depreciation expense		
20 Gross pole investment	\$ 137,066,280	Line 7
21 Net pole investment	\$ 80,434,367	Line 8
22 Ratio of gross to net pole investment	1.7041	Line 20 ÷ Line 21
23 Depreciation rate for distribution plant (per year)	3.650%	
24 Depreciation expense	6.220%	Line 22 x Line 23
Administrative and general expense		
25 Administrative and general expense	\$ 70,282,044	
26 Net plant investment	\$ 1,126,038,522	Line 3
27 Administrative and general expense	6.242%	Line 25 ÷ Line 26
O&M expense		
28 FERC account No. 593 (Maintenance of overhead lines)	\$ 8,589,730	
29.1 FERC account Nos. 364, 365, and 369 (Overhead plant)	\$ 296,789,199	
29.2 Accu. Depreciation FERC Nos. 364, 365 and 369	(159,144,267)	
30 Net overhead plant investment	\$ 137,644,932	Line 6 x Line 29
31 O&M expense	6.240%	Line 28 ÷ Line 30
Taxes		
32 FERC account No. 408 (Taxes other than income)	\$ 24,010,110	
33 Net plant investment	\$ 1,126,038,522	Line 3
34 Taxes	2.132%	Line 32 ÷ Line 33
Total carrying charges		
35 Depreciation expense	6.220%	Line 24
36 Administrative and general expense	6.242%	Line 27
37 O&M expense	6.240%	Line 31
38 Taxes	2.132%	Line 34
39 Total carrying charges	20.834%	Sum of Line 35-38
Calculation of Annual Rental Rate		
40 Space Occupied by Attachment	0.50	Line 18
41 Assignable Space	14.5	Line 17
42 Pole Height	45.0	Line 13
43 Average Cost of a Bare Pole	\$ 1,423.11	Line 12
44 Common Space	30.5	Line 16.1
45 Carrying Charge Rate	20.834%	Line 39
46 Average Number of Attachments	3.0	Line 16.2
<i>Percent of Pole Space Used by Attachment × Bare Pole Cost × Carrying Cost</i>		
47 Assignable Space Factor/Pole Cost per Attachment	\$ 3.29	Line 40÷Line 42×Line 43×Line 45
<i>Percent of Pole Space in Common × Bare Pole Cost per Attachment × Carrying Cost</i>		
47 Common Space Factor/Commons Cost per Attachment	\$ 66.99	Line 44÷Line 42×Line 43÷Line 46×Line 45
<i>Total Cost per Attachment</i>		
44 Annual rental rate	\$ 70.28	Line 47 + Line 48

Federal Communications Commission Method

Calculation of Net Cost of Bare Pole (at December 31, 2023)			
1	Total utility plant in service, original cost	\$ 2,394,876,667	
2	Accumulated depreciation	\$ (1,268,838,145)	
3	Net utility plant in service	\$ 1,126,038,522	Line 1 + Line 2
4	Construction work in progress	\$ 44,071,113	
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6	Net plant as a percentage of total plant	48.9%	Line 5 ÷ Line 1
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11	Number of poles in service	48,042	
12	Net cost of a bare pole	\$ 1,423.11	Line 10 ÷ Line 11
Calculation of Space Occupied (in feet unless noted)			
13	Pole height	45.0	
14	Unusable pole underground	6.5	
15	Unusable normal ground clearance	20.0	
16.1	Total Common Space (nonusable)	26.5	Sum of Lines 14-15
16	Usable to Pole Owner: safety clearance	4.0	
16.2	Average Number of Attaching Entities	3	
17	Assignable Space (Usable to Attaching Entities)	14.5	Line 13 – Line 16.1 – Line 16
18	Space occupied by licensee	0.5	
19	Portion of usable space occupied by licensee	3.4%	Line 18 ÷ Line 17
19.1	Space & Support per Attachment as Proportion of Pole with FERC-Mandated ⅓ Recovery	14.198%	(Line 18÷(⅓×[Line 16.1+Line 16.2]))/Line 13
Calculation of Carrying Charges (2023)			
Depreciation expense			
20	Gross pole investment	\$ 137,066,280	Line 7
21	Net pole investment	\$ 80,434,367	Line 8
22	Ratio of gross to net pole investment	1.7041	Line 20 ÷ Line 21
23	Depreciation rate for distribution plant (per year)	3.650%	
24	Depreciation expense	6.220%	Line 22 x Line 23
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37	O&M expense	6.240%	Line 31
38	Taxes	2.132%	Line 34
39	Total carrying charges	20.834%	Sum of Line 35-38
Calculation of Annual Rental Rate			
40	Net cost of a bare pole	\$ 1,423.11	Line 12
41	Total carrying charges	20.834%	Line 39
42	Cost	\$ 130.46	44%×(Line 40×Line 41)
43	Space Factor	14.2%	Line 19
44	Annual rental rate	\$ 18.52	Line 42 × Line 43

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 _____ 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").

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- 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

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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 pwjointutilities@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 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.
- F. 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.

- G. 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.
- H. 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 foregoing, 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.

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

Permit



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 provide a letter authorizing sub-contractors 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	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 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: Support Clearances - Communication cables to supply cables: 40" - Between communication cables and CenturyLink attachment: 12" - Between communication cables and any other communication cable: 6" Span Clearances - Communication cables to supply cables: 30" - Between communication cables: 4" <small>Addition to the Jointly Owned Pole Attachment Agreement: CenturyLink will not attach below 18'</small>
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 pwjointutilities@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. 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 180 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:



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

Master Pole Attachment Application Spreadsheet

TACOMA POWER

Detail Pole/Attachment Data

Form # _____

1	2	3	4	5	6	7	8	9	10	11	
Tacoma Power Pole Number	Company's Pole Number (if applicable)	Company's Map/Drawings Number	Proposed Attachment Method (list key below)	Size/Type of Attachment (list key below)	Cable Type (messenger, steel, 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 above ground)
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 the pole
4. Enter proposed attachment method from key below
5. Enter appropriate intent 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 consented
10. Enter specific height of proposed attachment. Approximate height is NOT acceptable
11. If removing an existing attachment, include the original TPU ground permit number

Proposed Attachment Method:

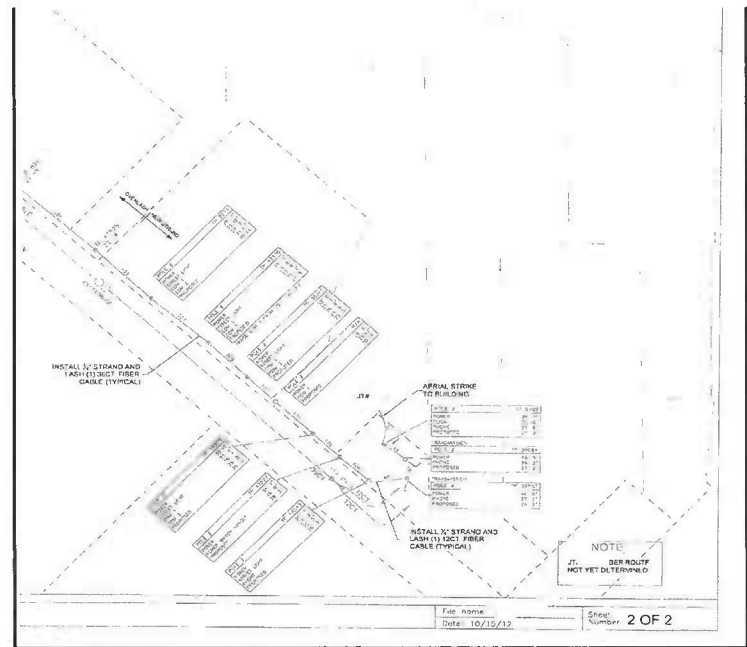
NEW = New Direct Attachment
 CUB = Cut-Back (overlashing onto an existing wire/cable owned by a third party)
 OVL = Overlashing (overlashing onto an existing wire/cable owned by the company)
 REM = Removal
 ODD = Other

Attachment Type Key:

A. Amplifier B. Enclosure C. Slack Box D. Spike Box E. Power Supply
 F. Riser G. Other (please specify)

Company/Contractor's Name: _____

Attachment Site: _____





3628 South 35th Street
Tacoma, Washington 98409-3192
TACOMA PUBLIC UTILITIES

APPENDIX A - Attachment Permit Sample

POLE ATTACHMENT PERMIT
Permit No. YYY - ###

Applicant:

Applicant Name
Applicant Street Address
Applicant City, State, Zip

Site: Project location (Ref # _____)

Permit No. YYY-### is hereby **granted for attachment on pole count (##) poles** as described on the list(s), map(s), and photograph(s) submitted as Appendix A, Wireless Application received on MMMM DD, YYYY, including any Tacoma Power modifications as indicated, to the Wireless Master Pole Attachment Agreement dated MMMM DD, YYYY. Make-ready work was/was not required for this project.

Permit Effective Date: MMMM DD, YYYY

Please note that you are required to furnish and install attachment labels on each installation per the attached Tacoma Power Construction Standard C-OH-2000.

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 me at pwjointutilities@cityoftacoma.org.

Expiration Date: MMMM DD, YYYY
(180 days, unless otherwise approved in writing)

Tacoma Power
Department of Public Utilities

By: _____
Name: _____
Title: _____
Date: _____