

## **Master Pole Attachment Agreement**

**Between**

**City of Tacoma  
Department of Public Utilities  
Light Division**

**and**

**Port of Tacoma**

This Master Pole Attachment Agreement (Agreement) is executed in duplicate this 31<sup>st</sup> Day of December, 2003, by and between the City of Tacoma, Department of Public Utilities, Light Division, a municipal corporation of the State of Washington (hereinafter referred to as "Light Division") and Port of Tacoma (hereinafter referred to as "Company"). The Light Division and the Company are sometimes referenced in this Agreement individually as "Party" and collectively as "Parties."

### **PREAMBLE**

WHEREAS the Light Division is authorized under Washington law to engage in the production, acquisition, distribution, and sale of electric power; and

WHEREAS the Light Division plans, designs, constructs, operates, and maintains an infrastructure to distribute electric power; and

WHEREAS telecommunication service providers desire to attach wires, cable, and other equipment onto the Light Division's Distribution System for the purpose of providing telecommunications services; and

WHEREAS in that the Light Division desires to facilitate community access to telecommunication services and enable the best use of its Distribution System, the Light Division opts to provide access to its Distribution System for the purpose of attaching wires, cables, and other equipment in furtherance of telecommunication services.

NOW, THEREFORE, the Parties agree as follows:

### **I. TERMS**

- A. This Agreement shall commence on January 2, 2004 and shall continue in effect for a period of ten (10) years.
- B. Notwithstanding Subsection A above, this Agreement may be terminated by either Party at any time upon one hundred eighty (180) days prior written notice.
- C. Upon termination of the Agreement, the Company shall remove all Attachments from the Pole(s) and surrender all facilities within 90 days. If the Company fails to remove its Attachments within 90 days, the Light Division may remove the Company's Attachments at the Company's expense or alternatively, the Light Division may claim and use such Attachments for its own purposes.

- D. 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:** The written Application, substantially in the form of **Appendix A, Pole Attachment Application**, the Company submits to the Light Division for placement of Attachments.
- B. **Anchor:** An anchor is a device to reinforce a Pole to which it is attached by a Guy wire.
- C. **Anchor Attachment:** Anchor Attachment shall consist of a Company Guy wire with shielding where appropriate, attached to a Light Division Anchor.
- D. **Attachment:** Attachment is defined as:
1. Any wires, cable, fiber optic cable, and/or coaxial cable, 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 the Light Division as a part of its Distribution System.
  2. Any related equipment, such as amplifiers or enclosures and other than wires, cable, fiber optic cable, coaxial cable and associated hardware, owned or controlled by the Company, which is placed on a Pole, outside the space normally designated for communication lines.
  3. See **Appendix D, Distribution Pole Usage - Typical**, for an illustration.
- E. **Billing Periods:** There are two six-month billing periods, spanning January 1st through June 30th and July 1st through December 31st, respectively.
- F. **Distribution System:** Distribution System shall mean the Poles, lines, and equipment, to include underbuild on transmission structures, owned or controlled by the Light Division for the distribution of electrical power below 14.4 kV.
- G. **Effective Date:** The Effective Date is the date the Light Division approved the Company's application for Attachment.
- H. **Force Majeure:** Force Majeure shall have the meaning ascribed to such terms in Section XII.
- I. **Guy:** Guy is defined as a cable used to provide support or reinforcement for Poles, installed between the Pole and an Anchor or between a pole and another Pole.
- J. **Illegal Attachments:** Illegal Attachments are defined as Attachments for which the Company (1) fails to submit an Application (see Section IV of this Agreement) or (2) fails to declare approved Attachments in its inventories (see



Section VIII of this Agreement), and discovered by the Light Division through its own inventories, or through other means.

- K. **Make-Ready Work:** Make-Ready Work is defined as Work required to provide and prepare Attachment space on the Light Division's Poles for placement of Attachments. This 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.
- L. **Permit:** Acknowledgment by the Light Division of approved pole attachments per Pole Attachment Application.
- M. **Pole:** Poles are structures, usually wood, used to support the lines and other equipment of the Distribution System and other Attachments.
- N. **Work:** Work when used in the Agreement shall be understood to include all supervision, materials, labor, transportation, and equipment. When referencing the Company, the term 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. ATTACHMENTS

- A. In accordance with the provisions of this Agreement, the Light Division agrees that the Company may make use of Poles owned or controlled by the Light Division as part of its Distribution System, for Attachments in furtherance of lawful telecommunications, and for no other purpose.
- B. This non-exclusive Agreement governs all Attachments by the Company, now or hereafter made to Light Division's Distribution System.

### IV. REQUESTS FOR ATTACHMENTS

- A. If the Company desires to place Attachments on any Pole, the Company shall submit to the Light Division an Application substantially in the form of **Appendix A, Pole Attachment Application**. Company shall not place an Attachment to any Pole without Light Division's prior written consent in the form of a Permit.
- B. Each Application shall describe in detail:
  - 1. The Pole(s) affected by the Company's Attachment; including the number of Poles and their location. The information shall be provided to the Light Division by diskette in an Excel spreadsheet format.
  - 2. A description of the Company's Attachments that will contact Light Division Poles, including a description of how the Company intends to implement its Attachments.
  - 3. What action the Company proposes to take to accommodate any additional strain that will be imposed upon the affected Poles by the Company's Attachments, as further discussed in Section VI.

- C. Each Application shall also include map(s) which correctly identify each Pole the Company will contact, including any other information the Light Division may request (for example, with regard to the proposed nature, appearance, circuit arrangement and line sags of the Attachment). The Light Division will make pole records and maps reasonably available, subject to reasonable compensation for staff time and materials.

## **V. APPROVAL**

- A. Upon submission of a complete Application, the Light Division will review and within 30 days approve or deny the Application, as appropriate and pursuant to the intent of this Agreement.
- B. The Light Division 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.
- C. The Light Division is not obligated to approve an Application in whole or in part if, in the Light Division's sole opinion, space is not available on a Pole for the Company's Attachment. The Light Division shall send Company an executed Permit substantially in the form of Appendix B, Pole Attachment Permit, consenting in whole or in part to the Attachments requested in the Application. This Agreement shall not in itself constitute any such consent.
- D. Once the Light Division has approved the Company's Application, the Company must install its Attachments within 90 days of the Permit's Effective Date, or the Company will relinquish its rights and forfeit its Application fee and that portion of the annual fee from the Permit's effective date to the expiration of 90 days. Failure to notify the Light Division of approved Attachments not installed within 90 days shall result in relinquishment of that portion of the annual fee from the expiration of 90 days to the anniversary date of the Permit effective date.
- E. The Agreement is intended to be applicable to poles owned in whole or part by the Light Division. Poles that are jointly owned with U. S. West will be identified by the Light Division, and Company will need to obtain additional authorization from U.S. West in order to attach to said jointly owned poles.

## **VI. REQUIREMENTS FOR ATTACHMENT**

- A. The Company's Attachments shall not impede access to climbing space or in any way disturb or conflict with the Light Division's equipment or any other entity's equipment.
- B. The Company is responsible for all costs associated with its Attachment, including Make-Ready Work, and maintenance of its Attachments on the Light Division's poles. **Appendix C, Make-Ready Work**, discusses requirements associated with Make-Ready Work that must be performed to accommodate the Company's Attachments as it regards Light Division Poles and equipment.



- C. Guys and Anchors: Unless otherwise directed by the Light Division, 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 the Light Division for its 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, the Light Division may install or replace Guys or Anchors at the Company's expense.
- D. Crossarms: If Company determines that crossarms or other equipment installation are necessary for its Attachments, it will submit detailed plans for the Light Division's review and approval. The Light Division reserves the right to install, at the Company's expense, crossarms and/or other equipment necessary for the Company's Attachments.
- E. Relocation, Replacement, Rebuild, and Removal of Pole: Upon 30 days prior written notice, the Company shall change the location of its Attachments as necessitated by the Light Division's relocation, replacement, rebuild or removal of a Pole. Any changes will be at the Company's own expense. If the Company fails to comply, the Light Division may perform any changes at the Company's expense.
- F. Underground: If the Light Division plans to install its Distribution System underground in an area, and if the Company serves or has potential to serve such area, the Company shall cooperate with the Light Division in any planning and design associated with undergrounding.
- G. Easements: The Company shall secure from property owners any easement necessary to cross private property in order to connect to the Light Division's Poles, or otherwise necessary to enter upon private land. This Agreement shall not be construed as requiring the Light Division to obtain any easement for the benefit of the Company.
- H. The Light Division may require the Company to tag the Company's Attachments with an identifier.
- I. All Company Attachments shall be in accordance with requirements of Subsection XIV of this Agreement, including the State of Washington Administrative Code (WAC) Chapter 296-45-045; National Electric Safety Code ("NESC"), and City of Tacoma cable television franchise and Codes and Tacoma Power standards as now in force and as revised or changed in the future. Tacoma Power shall timely provide Company with copies of revised standards as they are adopted, in advance of any implementation date of any such standards.

## **VII. PERFORMANCE OF WORK**

- A. The Company shall perform the Work in a skillful manner, in accordance with Section XIV of this Agreement, and including WAC Chapter 296-45-045, NESC, and amendments or successor codes and standards. The Company shall ensure

that the Work and its equipment are in all respects (i) safe, (ii) of first-class quality, (iii) free from all faults and defects in workmanship, material and design, and (iv) in conformance with the requirements of this Agreement.

- B. 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, the Light Division may perform such Work, corrections, and/or replacements at the Company's expense.
- C. 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. If Company fails to do so, Light Division may perform such work at the Company's expense.

#### **VIII. INVENTORY**

- A. The Company shall submit inventories to the Light Division semiannually, on or before June 15th and December 15th, listing all approved Attachments contacting Poles. Inventory may not be used in lieu of a Pole Attachment Application. If the Company fails to submit an inventory, the Light Division will perform an inventory of the Company's Attachments at the Company's expense.
- B. Notwithstanding Section A above, the Light Division reserves the right to conduct its own inventory of the Company's Attachments at any time at the Company's expense.
- C. Attachments not previously applied for and listed in the Inventory shall incur a penalty fee as indicated in Section IX. C below.

#### **IX. FEES**

- A. The Company will submit an Application fee with each Application. Schedule 2 contains the Application fee schedule.
- B. The Company will pay a security deposit for Attachments. Upon termination of this Agreement, the security deposit will be returned to the Company, less any of the Light Division's outstanding fees, penalties and/or other costs associated with the Company's Attachments. Schedule 3 contains the security deposit fee schedule.
- C. The Company shall pay the Light Division fees for the Company's Attachments semiannually. The Company's obligation to pay for any of its Attachments commences either on the Effective Date of the Company's Application or on the date the Light Division discovers any Illegal Attachments whichever is earlier as to the subject Attachments. Illegal Attachments will be billed at five times the current annual fee. Schedule 1 contains the Attachment fee schedule.



- D. Every April 1, the Light Division may review and modify, as appropriate, the Attachment fees, the Application fee, and/or security deposit, to account for changes in the Light Division's cost accounting methodology and policies, legal and/or regulatory changes, operation of the Light Division's system, or any other justifiable costs and/or reasons not delineated. Light Division 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.
- E. The Light Division reserves the right to charge an alternative fee to public agencies and municipalities whose Attachments provide for public safety and well-being.

#### **X. BILLING**

- A. Billing Procedure:
  - 1. For the initial invoice, within thirty (30) calendar days of either the Application Effective Date or on the date the Light Division discovers any Illegal Attachments, the Light Division will invoice the Company for Attachment fees for the current Billing Period, provided however, the Light Division will prorate such fees as appropriate.
  - 2. For the final invoice, (upon termination) within thirty (30) calendar days after the first day of January or July, as applicable, the Light Division shall invoice the Company for Attachment fees for the current Billing Period, provided however, the Light Division will prorate such fees as appropriate.
  - 3. For all other invoices, within thirty (30) calendar days after the first day of January or July, as applicable, the Light Division shall invoice the Company for Attachment fees for the current Billing Period.
- B. The Company shall pay all invoices within thirty (30) days of receipt. All payments shall be made in immediately available funds payable to the Light Division, or by wire transfer to a bank named by the Light Division.
- C. Interest on Unpaid Balances: Interest on any unpaid amounts (including amounts placed in escrow) will bear interest until paid at the rate of 1.5% per month. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by the Light Division.
- D. Billing Dispute: In the event of a billing dispute between the Light Division and the Company, the Light Division 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 these two requirements for continuation of service, then the Light Division may provide notice to the Company of its intention to terminate this Agreement and apply the security deposit to owed amounts.

#### **XI. RELEASE INDEMNITY AND HOLD HARMLESS**

- A. The Company releases and agrees to defend, indemnify and hold harmless the Light Division, its successors and assigns, and its respective directors, officers, employees and agents of Light Division 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, 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.
- B. 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 shall acknowledge that it may be waiving employer immunity under Title 51 RCW, the Industrial Insurance Law, and that this agreement has been mutually negotiated.
- C. The Light Division shall not be liable to the Company or to the Company's customers, and the Company hereby indemnifies, protects and saves harmless the Light Division 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.
- D. 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 XI shall not be intended or interpreted to provide any person an independent claim or course of action based upon third party doctrine.
- E. The Light Division 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.

## **XII. FORCE MAJEURE**

Force Majeure: An event of Force Majeure means any act of God, 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.

### **XIII. WORKER'S COMPENSATION, INSURANCE AND BONDS**

- A. The Company shall ensure that, with respect to all persons performing the Work, including Make-Ready Work, 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 the Light Division 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 the Light Division may request.
- B. The Company shall obtain, and maintain continuously for the term of this Agreement, at its own expense, occurrence form Commercial General Liability insurance with endorsements and/or other insurance for the Work and other activities and services of this Agreement. Minimum limit of coverage shall be \$1,000,000 each occurrence and in the aggregate. 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, Light Division shall be named as an additional insured on said policy and said insurance shall be primary over any insurance or self insurance the City may have.
- C. 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.
- D. Prior to commencement of performance of any of the Work, including Make-Ready Work, the Company shall provide the Light Division 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 the Light Division.
- E. The Company shall promptly advise the Light Division 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 the Light Division.
- F. The Company shall also furnish the Light Division with such additional assurance and evidence of such insurance (such as copies of all insurance policies) as the

Light Division may from time to time request. 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 the Light Division a Certificate of Insurance acceptable to the Light Division with respect to any replacement policy.

- G. 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 the Light Division hereby waives all rights of subrogation against the Company, its successors and assigned, and the respective directors, officers, employees and agents of the Company and its successors and assignees.
- H. The requirements of this Agreement as to insurance and acceptability to the Light Division 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.
- I. In addition, the Company shall furnish to the Light Division, at such times and in such forms as the Light Division may in writing request, surety bonds with performance, payment and maintenance clauses payable to the Light Division.

#### **XIV. COMPLIANCE WITH LAWS**

- A. In connection with any Attachments, in the performance of the Work and Make-Ready Work, and in the operation of equipment pursuant to this Agreement, the Company shall comply (and shall ensure that the equipment, the Work, Make-Ready Work, and all of the Company's suppliers and contractors of any tier comply) with all applicable:
  - 1. Laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority;
  - 2. Industry standards and codes; and
  - 3. The Light Division's construction standards, specifications, rules, and regulations which apply to Company's Work and/or Make-Ready Work will be provided by the Light Division to the Company on request.
- B. 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.

#### **XV. EMERGENCIES**

- A. In the event of an emergency relating to the Equipment, Company shall immediately contact Light Division 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 VII, "Performance of Work," even if the full repair



cannot be made at the time, in order to protect persons and property or to allow use of the Site. The Parties' respective emergency phone numbers are as follows:

Light Division: (253) 502-8602  
Company: (253) 382-5841

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

#### **XVI. NONWAIVER**

The failure of the Light Division 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.

#### **XVII. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

The Company shall not assign, transfer or otherwise dispose of any of the privileges granted under this Agreement without the written consent of the Light Division. The Light Division will not unreasonably withhold consent.

#### **XVIII. ENTIRE AGREEMENT**

- A. The terms and provisions contained in the Agreement, Schedules 1, 2, and 3, and Appendixes A, B, C and D 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.

#### **XIX. 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 attorneys fees and court costs, including appeals, if any.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COMPANY Port of Tacoma

By: [Signature] Date: 12/31/03  
Director, Contracts & Risk Mgt.

LIGHT DIVISION:

By: [Signature] Date: 2-26-04  
Steven J. Klein  
for Superintendent, Light Division

Approved as to Form & Legality:

[Signature]  
S.K. Chief-Assistant City Attorney



## **Schedule 1**

### **Master Pole Attachment Agreement Attachment Fees\***

City of Tacoma  
Department of Public Utilities  
Light Division

This Schedule sets forth the Fees for Attachment to the Light Division's Distribution System.

#### **Fees:**

Annual Rate for Attachments that are two (2) inches or less in diameter: \$8.60

Annual Rate for Attachments that are greater than two (2) in diameter: \$17.20

Annual Rate for standard type equipment, such as amplifiers and enclosures: \$7.31

#### **Estimated Rate Structure**

	<u>&lt;2"</u>
2002	\$8.60
2003	10.69
2004	12.79
2005	14.88
2006	16.98

## **Schedule 2**

### **Master Pole Attachment Agreement Application Fee**

City of Tacoma  
Department of Public Utilities  
Light Division

This Schedule sets forth the fee for Application to Attach to the Light Division's Distribution System.

**Fee Methodology:**

The Application fee is based on all reasonable costs and expenses incurred by the Light Division in connection with the processing and review of each Application. Such costs include, but are not limited to, reasonably applicable engineering, supervision, and administrative overheads, transportation, employee expenses, reproduction and/or graphic services, supplies, telephone service and other reasonable expenses.

**Application Fee:** \$100, plus \$5 per attachment per pole



### **Schedule 3**

#### **Master Pole Attachment Agreement Security Deposit**

City of Tacoma  
Department of Public Utilities  
Light Division

This Schedule sets forth the security deposit for Attachment per pole to the Light Division's Distribution System.

#### **Security Deposit**

The security deposit is equal to one year's annual Attachment fees.

## Appendix A

### Master Pole Attachment Agreement Pole Attachment Application

City of Tacoma  
Department of Public Utilities  
Light Division

This Appendix sets forth, in substantial form, the Application to Attach to the Light Division's Distribution System.

In accordance with the terms of the Master Pole Attachment Agreement between the Parties, dated \_\_\_\_\_ this Application is hereby submitted for a permit to make attachment to \_\_\_\_\_ poles as described below and/or attached hereto. Attach location maps and sketches as required. Company shall also provide to the Light Division a diskette in an Excel spreadsheet format with Light Division's pole number, the Company's pole number., the drawing number, and the location of the pole.

Light Division Map  
and Pole No.

Description of Attachment

Guys and  
Anchors

Company Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

FOR INTERNAL USE ONLY			
Received: _____	Rec'd By (Init): _____	Permit No. _____	
<u>Distribution:</u>			
<u>Group</u>	<u>Date Distributed</u>	<u>Date Due</u>	<u>Date Received</u>
T&D Planning			
T&D Line			
Other: _____			



## Appendix B

### Master Pole Attachment Agreement POLE ATTACHMENT PERMIT

To Applicant:

Company Name: \_\_\_\_\_

Attention: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

PERMIT # \_\_\_\_\_ is hereby granted for the \_\_\_\_\_ <no.> \_\_\_\_\_ attachment(s) on  
<no.> \_\_\_\_\_ poles described on the list(s) and map(s) submitted as Appendix A, Pole  
Attachment Application dated \_\_\_\_\_, including any Light Division  
modifications as indicated, to the Master Pole Attachment Agreement dated  
\_\_\_\_\_. The Permit Effective Date is \_\_\_\_\_.

Light Division  
Department of Public Utilities

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

## Appendix C

### Master Pole Attachment Agreement Make-Ready Work

City of Tacoma  
Department of Public Utilities  
Light Division

This Appendix discusses Make-Ready Work that must be performed by the Company and/or the Light Division to accommodate the Company's Attachments as it regards Light Division Poles and equipment. This addendum does not apply to Make-Ready Work that must be performed by other entities that may be attached to the Pole(s). **Such coordination of that Make-Ready Work shall be the sole responsibility of the Company.**

#### **Procedure**

Make-Ready Work may be performed by the Company or the Light Division, at the Light Division's discretion. Make-Ready Work performed by the Light Division for the benefit of Company shall be reimbursed pursuant to Section VI of this Agreement.

The Company's proposed route may require the Light Division to perform Make-Ready Work in order to provide space on Pole(s) for the Company's use. At the Company's expense, Light Division shall survey the proposed route and prepare an estimate of the Light Division's cost to perform Make-Ready Work, if any. The Light Division will submit said estimate to the Company for their review prior to start of any Make-Ready Work.

Nothing in this addendum shall prohibit the Company from proposing alternate routes to avoid Make-Ready Work.

#### **Restrictions**

Light Division will not replace Poles to provide space for Attachments except under the following conditions:

The Pole in question does not meet current standards for height.

If the Pole in question must be replaced due to poor condition, then replacement with a standard height pole will be at the Light Division'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.

The new Pole cannot be taller than a replacement Pole would be if increased telecommunication space were not a factor in calculating the Pole height.

The Light Division shall be solely responsible for determining height standards and condition of Poles.





3628 South 35th Street  
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

Received By

APR 18 2012

Contracts & Purchasing

April 12, 2012

Port of Tacoma c/o Accounts Payable  
PO Box 1837  
Tacoma, WA 98401-1837

RECEIVED

APR 17 2012

FINANCE DEPT.

RE: Updates to Tacoma Power Pole Attachment Annual Fees 069191

Tacoma Power is interested in facilitating community access to telecommunication services and enabling the best use of its distribution system. To that purpose, Tacoma Power has provided a process for third party attachments of wire, cable and other equipment to Tacoma Power's distribution poles through a Master Pole Attachment Agreement.

The FEES section of the Master Pole Attachment Agreement (MPAA) allows Tacoma Power, on an annual basis, to review and modify the attachment fees, as appropriate. These fees have not been modified since 2006, and Tacoma Power has been authorized by the Power Superintendent to bring the annual fees up to date using the recent Federal Communications Commission (FCC) formulas.

The new fees, which will go into effect with the July-December 2012 billing period, are as follows:

#### **Pole Attachment Fees**

**General:** Applicable to telecommunications providers, cable companies, investor-owned and public-owned electric utilities, and other third parties attaching wire and cable to Tacoma Power's distribution poles.

**New Fee:** \$17.29 per linear foot of pole space per year.

Sincerely,

Jayne McCartney, Tacoma Power, T&D Business & Financial Management

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Interlocal Agreement 069191