



Together, Investing in Municipal Excellence

STILLWATER UTILITIES AUTHORITY MEETING AGENDA

MARCH 25, 2024

723 S. Lewis Street, Room 1122B

Stillwater, OK 74074

5:30 PM

Chair Will Joyce, Vice Chair Amy Dzialowski, Trustees Christie Hawkins, Kevin Clark,
& Tim Hardin

1. Call Meeting to Order

2. Consent Docket

Items listed on the consent docket are routine administrative matters that may be approved without discussion. The Trustees will take action on these items collectively with a single vote. The requested action is indicated for each item listed. Should a Trustee elect to discuss, amend, revise, or table any item listed on the consent docket, the item will be moved to the section of the agenda titled "Items Removed from the Consent Docket" for consideration and possible action. Additionally, a Trustee or the General Manager may simply ask the Chair to remove an item from the consent docket prior to action by the Trustees and no action will be taken on the removed item at this meeting.

a.	Approve meeting minutes from February 26, 2024		
b.	Approve budget amendment for AMI Project		Brad Stewart
c.	Approve Blue Peak Pole Attachment Agreement #14	SUA-24-12	Loren Smith
d.	Approve expenditures for equipment parts up to \$1,345,000 from Wartsila for the three 18V50SG engine/generators at the Stillwater Energy Center and approve budget amendment appropriating \$1,345,000 from the Electric Rate Stabilization fund.	SUA-24-13	Loren Smith

3. Public Comment on Items not Scheduled for Public Hearings

Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Trustees at a regularly scheduled meeting on any item of business

listed on the meeting agenda provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers prior to meetings.

4. Items Removed from the Consent Docket

Items removed from the consent docket are placed on this section of the agenda for discussion, revision, amendment and/or tabling prior to action by the Trustees. The Trustees may take action, including a vote or series of votes, on items removed to this section of the agenda after the requested discussion, revision, or amendment.

5. Questions and Inquiries

6. Reports from Officers and Boards

Announcements and remarks of general interest may be made by Trustees, General Manager or General Counsel. Items of City business that may require discussion or action, including a vote or series of votes, are listed below

7. Adjourn

On March 22, 2024 at 9:00 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8243.

- Meetings are televised on AT&T U-verse channel 99 and Optimum channel 14.
- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk's office.

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW THE AGENDA
WAS POSTED FEBRUARY 22, 2024 AT 8:15 A.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
FEBRUARY 26, 2024**

PRESENT: CHAIR WILLIAM H. JOYCE, VICE CHAIR AMY DZIALOWSKI
TRUSTEES CHRISTIE HAWKINS AND TIM HARDIN
ABSENT: TRUSTEE KEVIN CLARK

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 6:51 p.m.

2. CONSENT DOCKET

- a. Approve February 5, 2024 regular meeting minutes
- b. Approve extension agreement with Duke's Root Control for chemical sewer root control
- c. Approve budget amendment appropriating an additional \$180,000 to the Water Treatment Plant FY24 budget due to increased electric usage at Kaw pump station and increased equipment repairs and replacements at the Water Treatment Plant
- d. Approve a professional services agreement with CEC Corporation for an amount not to exceed \$129,240 for engineering services for the 69kV Laminated Pole Replacement Project, approve budget amendment appropriating the funds, and authorize the General Manager to sign related documents
- e. Approve budget amendment appropriating \$49,995 for disposal of utility poles removed from service
- f. Approve the purchase of an Envirosight Rovver X System with Integrated Camera Lift and Outpost with related support equipment and the Verisight Pro+ Push Camera Kit from Key Equipment & Supply Co. via State Contract SW0193 for a total amount not to exceed \$166,350, approve budget amendment appropriating expenditures from the Wastewater Fund, and authorize the General Manager to sign related documents
- g. Approve the purchase of a PipeHunter Sidekick Side-Trac easement machine with trailer and related support equipment from Key Equipment & Supply Co. via State Contract SW0193 for an amount not to exceed \$77,200, approve budget amendment appropriating funds, and authorize the General Manager to sign related documents
- h. Approve budget amendment reflecting transfers-in of \$375,000 from General Fund to Stillwater Utilities Authority for the dedicated portion of the increase in sales tax projections

Trustee Hardin removed item d. from the Consent Docket.

MOTION BY VICE CHAIR DZIALOWSKI, SECOND BY TRUSTEE HARDIN TO APPROVE THE CONSENT DOCKET MINUS ITEM D.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

3. PUBLIC COMMENT ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

There were no requests to speak on agenda items not scheduled for public hearing.

4. ITEMS REMOVED FROM CONSENT DOCKET

- d. Approve a professional services agreement with CEC Corporation for an amount not to exceed \$129,240 for engineering services for the 69kV Laminated Pole Replacement Project, approve budget amendment appropriating the funds, and authorize the General Manager to sign related documents

Trustee Hardin asked for clarification on the expenses for engineering services for pole replacement.

Electric Utility Director Loren Smith explained that recent wooden pole testing identified two 69kv self-supporting structures that are in need of replacement. He stated that both these structures are unique, complex and atypical in design, so replacement involves many steps and will be complicated. This agreement includes the detailed engineering services needed to safely replace these poles.

MOTION BY TRUSTEE HARDIN, SECOND BY VICE CHAIR DZIALOWSKI TO APPROVE ITEM D. FROM THE CONSENT DOCKET.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

5. QUESTIONS & INQUIRIES

None.

6. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the General Counsel: No report.
- b. Miscellaneous items from the General Manager: No report.
- c. Miscellaneous items from Trustees: No report.
 - i) Discussion about scheduling items for upcoming meetings

7. ADJOURN

MOTION BY VICE CHAIR DZIALOWSKI, SECOND BY TRUSTEE HARDIN TO ADJOURN THE FEBRUARY 26, 2024 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

The February 26, 2024 regular meeting of the Stillwater Utilities Authority adjourned at 6:56 p.m.

WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY

TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: MARCH 25, 2024**

Agenda Item:	2.b.
Previous/Related Action:	SUA-21-23
Background/Issue:	• In 2021 a bid was awarded to Techline Inc. for the mass deployment of AMI smart meters, for a total authorized expenditure of \$7,135,775. A purchase order was issued to Techline Inc. for the total authorized amount with the funding split evenly between the Electric Rate Stabilization Fund and the Water Capital Fund. • The AMI project is nearing completion and it is apparent that the water portion of the project will incur approximately 40% of the costs while the electric portion of the project will incur approximately 60% of the costs. • Since the costs are not split evenly, a budget amendment is needed to increase the amount coming from the Electric Rate Stabilization Fund and to decrease the amount coming from the Water Capital Fund.
Proposal/Solution:	Execute budget amendments and adjust PO P0011202 line items to properly reflect the Electric and Water portions of the AMI project.
Financial Source/Impact:	Funds are available in the Electric Rate Stabilization Fund.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve a budget amendment increasing appropriations from the Electric Rate Stabilization Fund in the amount of \$783,370 and decreasing appropriations in the Water Capital Fund in the amount of \$783,370.
Prepared By:	Brad Stewart, IT Director
Reviewed By:	Brad Stewart Teresa Kadavy Christy Cluck
Submitted By:	Kimberly Meek, General Manager

Attachments

1. AMI Project - 3.25.2024 - Expenditure

Budget Amendment Request

For Budget Year _____

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	-				
	-				
	-				
	-				
	-				
Decrease:	-				
	-				
	-				
	-				
	-				

Net Change: (will usually result in a total increase or decrease)

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes

☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: STILLWATER UTILITIES AUTHORITY

MEETING DATE: MARCH 25, 2024



Agenda Item:	2.c. SUA-24-12
Previous/Related Action:	SUA Pole Attachment Agreement Resolution ROW Occupancy Agreement with Blue Peak
Background/Issue:	September 13, 2021 Council approved a ROW occupancy agreement with Blue Peak Broadband. As Blue Peak moves forward with their broadband project, they will be placing fiber optic cable on City utility poles. A Pole Attachment Licensing Agreement is needed. This is one of several agreements related to this project.
Proposal/Solution:	Authorize and execute Blue Peak Pole Attachment Licensing Agreement #14.
Financial Source/Impact:	Each agreement will generate annual revenue in the amount of \$20 per pole.
Related Strategic Priority:	#4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to authorize the General Manager to execute Blue Peak Pole Attachment Licensing Agreement #14.
Prepared By:	Loren Smith, Electric Utility Dir.
Reviewed By:	Loren Smith Teresa Kadavy
Submitted By:	Kimberly Meek, General Manager

Attachments

1. Pole Attachment Agmtn 14 w_Bond

Stillwater Utilities Authority Pole Attachment Licensing Agreement

Original issue: 07/16/18

Table of Contents

Part One – Pole Attachment Licensing Agreement

Recitals

Article 1 – Definitions

Article 2 – Scope of Agreement

Article 3 – Fees and Charges

Article 4 – Specifications

Article 5 – Private and Regulatory Compliance

Article 6 – Permit Application Procedures

Article 7 – Make-Ready Work/Installation

Article 8 – Transfers

Article 9 – Pole Modifications and/or Replacements

Article 10 – Abandonment or Removal of Utility Facilities

Article 11 – Removal of Licensee’s Facilities

Article 12 – Termination of Permit

Article 13 – Inspection of Licensee’s Facilities

Article 14 – Unauthorized Occupancy or Access

Article 15 – Reporting Requirements

Article 16 – Liability and Indemnification

Article 17 – Duties, Responsibilities, and Exculpation

Article 18 – Insurance

Article 19 – Authorization Not Exclusive

Article 20 – Assignment

Article 21 – Failure to Enforce

Article 22 – Issue Resolution Process

Article 23 – Termination of Agreement

Article 24 – Term of Agreement

Article 25 – Amending Agreement

Article 26 – Notices

Article 27 – Entire Agreement

Article 28 – Severability

Article 29 – Governing Law

Article 30 – Incorporation of Recitals and Appendices

Article 31 – Performance Bond

Article 32 – *Force Majeure*

Part Two – Appendices and Drawings

APPENDIX A – Fees and Charges

APPENDIX B – Pole Attachment Permit Application Process

APPENDIX C – Application for Permit

APPENDIX D – Specifications for Licensee's Attachments to Utility Poles

APPENDIX E – Distribution Line Minimum Design Review Information and Suggested Worksheet

APPENDIX F – Field Data Summary Sheet Instructions

DRAWING A-01 – Overhead Minimum Clearances

DRAWING A-02 – Overhead Minimum Clearances

DRAWING A-03 – Grounding Connections

DRAWING A-04 – Guy Wire Requirements

DRAWING A-05 – Power Service

DRAWING A-06 – Minimum Clearance at Pole / Midspan from Neutral

DRAWING A-07 – Minimum Clearance at Pole / Midspan from Secondary

DRAWING A-08 – Minimum Clearance at Pole / Midspan from Primary

DRAWING A-09 – Midspan Service Drop Clearance from Electric Service

DRAWING A-10 – DAS Streetlight Arm Attachment

DRAWING A-11 – DAS Bracket Arm Attachment

DRAWING A-12 – Climbing Space Requirements

Part One – Pole Attachment Licensing Agreement

This Pole Attachment Licensing Agreement (the “Agreement”) dated _____, 20____ is made by and between the Stillwater Utilities Authority (“Utility”), located in the State of Oklahoma, and _____ (“Licensee”).

Recitals

- A. Licensee proposes to install and maintain Communications Facilities and associated equipment, Licensee’s Attachments, on Utility’s Poles to provide Communications Services; and
- B. Utility is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee’s Attachments on Utility’s Poles, provided that Utility may refuse, on a nondiscriminatory basis, to issue a Permit where there is insufficient Capacity or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standard; and

[NOTE: The following Recitals may be used where Licensee and Utility have an existing pole attachment agreement.]

- C. On _____, _____, Utility and Licensee entered into a [Insert name of agreement] (e.g., the “___ Agreement”); [and]
- D. By registered letter dated _____, 20____, Utility gave notice to Licensee that Utility/ Licenser was terminating the ___ Agreement effective _____, 2____; [and]
- E. The parties intend that this Agreement replace the ___ Agreement on its termination; [and]
- F. Therefore, in consideration of the mutual covenants, terms and conditions set out below the parties agree as follows:

AGREEMENT

Article 1—Definitions

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

and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- 1.1 **Affiliate**: when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.
- 1.2 **Applicable Standards**: means all applicable engineering and safety standards governing the installation, maintenance, and operation of facilities and the performance of all work in or around electric Utility Facilities and includes the most current versions of National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations of the Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this Agreement, and the safety, engineering and construction requirements and standards of Utility.
- 1.3 **Attaching Entity**: means any public or private entity, including Licensee that, pursuant to a license agreement with Utility, places an Attachment on Utility’s Pole to provide Communications Service.
- 1.4 **Attachment(s)**: means Licensee’s Communications Facilities that are placed directly on Utility’s Poles within the Communication Space, or Overlashed onto an existing Attachment, but does not include either a Riser or a service drop attached to a single Pole where Licensee has an existing Attachment on such Pole.
- 1.5 **Capacity**: means the ability of a Pole to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.
- 1.6 **Climbing Space**: means that portion of a Pole’s surface and surrounding space that is free from encumbrances to enable Utility employees and contractors to safely climb, access, and work on Utility Facilities and equipment.
- 1.7 **Communications Facilities**: means wireline or wireless facilities, including but not limited to, fiber optic, copper, and/or coaxial cables, wireless antennas, receivers or transceivers utilized to provide Communications Service. This term excludes power supplies, demarcation boxes, power transfer switches, grounding equipment, metering facilities and other associated equipment.
- 1.8 **Communications Service**: means the transmission or receipt of voice, video, data, broadband Internet, or other forms of digital or analog signals over Communications Facilities.
- 1.9 **Communication Space**: means the communication space as defined in the latest version of the National Electrical Safety Code.

- 1.10 **Licensee**: means the party listed as Licensee in the first paragraph of this agreement.
- 1.11 **Make-Ready Work**: means all work that Utility reasonably determines to be required to accommodate Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of Utility Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole replacement and construction but does not include Licensee's routine maintenance.
- 1.12 **Occupancy**: means the use or reservation of space for Attachments on a Utility Pole.
- 1.13 **Overlash**: means to place an additional wire or cable Communications Facility onto an existing attached Communications Facility.
- 1.14 **Pedestals/Vaults/Enclosures**: means above- or below-ground housings that are not attached to Utility Poles but are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices, and/or to provide a service connection point
- 1.15 **Permit**: means written or electronic authorization (see Appendix C) by Utility for Licensee to make or maintain Attachments to specific Utility Poles pursuant to the requirements of this Agreement. Licensee's attachments made prior to the Effective Date and authorized by Utility ("Existing Attachments") shall be deemed Permitted Attachments hereunder.
- 1.16 **Pole**: means a pole owned or controlled by Utility excluding transmission poles that is capable of supporting Attachments for Communications Facilities.
- 1.17 **Post-Construction Inspection**: means the inspection by Utility or Licensee or some combination of both to verify that the Attachments have been made in accordance with Applicable Standards and the Permit.
- 1.18 **Pre-Construction Survey**: means all work or operations required by Applicable Standards and/or Utility to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection and administrative processing.
- 1.19 **Reserved Capacity**: means capacity or space on a Pole that Utility 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 Utility's electric system.

- 1.20 **Riser**: means metallic or plastic encasement materials placed vertically on the Pole to guide and protect wires and cables.
- 1.21 **Tag**: means to place distinct markers on wires and cables, coded by color or other means specified by Utility and/or applicable federal, State or local regulations, that will readily identify the type of Attachment (*e.g.*, cable TV, telephone, high-speed broadband data, public safety) and its owner.
- 1.22 **Utility Facilities**: means all personal property and real property owned or controlled by Utility, including Poles and related facilities.

Article 2—Scope of Agreement

- 2.1 **Grant of License**. Subject to the provisions of this Agreement, Utility grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain Attachments to Utility's Poles.
- 2.2 **Parties Bound by Agreement**. Licensee and Utility agree to be bound by all provisions of this Agreement.
- 2.3 **Permit Issuance Conditions**. Utility will issue one or more Permit(s) to Licensee only when Utility determines, in its sole judgment, exercised reasonably, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards.
- 2.4 **Reserved Capacity**. Access to space on Utility Poles will be made available to Licensee with the understanding that certain Poles may be subject to Reserve Capacity for future electric service use. At the time of Permit issuance, Utility shall notify Licensee if capacity on particular poles is being reserved for reasonably foreseeable future electric use. For Attachments made with notice of such a Reservation of Capacity, on giving Licensee at least sixty (60) calendar days prior notice, Utility may reclaim such Reserved Capacity at any time following the installation of Licensee's Attachment if required for Utility's future utility service. If reclaimed for Utility's use, Utility may at such time also install associated facilities, including the attachment of communications lines for internal Utility operational or governmental communications requirements. Utility shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand Capacity for core utility service requirements, so that Licensee can maintain its Attachment on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article 9. Licensee shall not be required to bear any of the costs or rearranging or replacing its Attachment(s), if such

rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity.

- 2.5 **No Interest in Property.** No use, however lengthy, of any Utility Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easement or other ownership or property right of any nature in any portion of such Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of Utility's rights to Utility Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a Licensee only.
- 2.6 **Licensee's Right to Attach.** Nothing in this Agreement, other than a Permit issued pursuant to Article 6, shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole.
- 2.7 **Utility's Rights over Poles.** The parties agree that this Agreement does not in any way limit Utility's right to locate, operate, maintain, or remove its Poles in the manner that will best enable it to fulfill its service requirements or to comply with any federal, state, or local legal requirement.
- 2.8 **Expansion of Capacity.** Utility will take reasonable steps to expand Pole Capacity when necessary to accommodate Licensee's request for Attachment. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require Utility to install, retain, extend, or maintain any Pole for use when such Pole is not needed for Utility's own service requirements.
- 2.9 **Other Agreements.** Except as expressly provided in this Agreement, nothing in this Agreement shall limit, restrict, or prohibit Utility from fulfilling any agreement or arrangement regarding its Poles into which Utility has previously entered, or may enter in the future, with others not party to this Agreement.
- 2.10 **Permitted Uses.** This Agreement is limited to the uses specifically stated in the recitals set forth above and no other use shall be allowed without Utility's express written consent to such use. Nothing in this Agreement shall be construed to require Utility to allow Licensee to use Utility's Poles after the termination of this Agreement.
- 2.11 **Overlapping.** The following provisions apply to Overlapping:
- 2.11.1 Licensee shall obtain a Permit for each Overlapping, in accordance with the requirements of Article 6. Absent such authorization, Overlapping constitutes an unauthorized Attachment and is subject to removal or, at

Utility's discretion, imposition of an Unauthorized Attachment fee, as specified in Appendix A, Item 3.

2.11.2 Authorized Overlashing to accommodate Attachments of Licensee or its Affiliate(s) shall not increase the Annual Attachment Fee paid by Licensee pursuant to Appendix A, Item 1. Licensee or Licensee's Affiliate shall, however, be responsible for all Make-Ready Work and other charges associated with the Overlashing. Licensee shall not have to pay a separate Annual Attachment Fee for such Overlashed Attachment.

2.11.3 At Licensee's request, Utility may allow Overlashing to accommodate facilities of a third party, not affiliated with Licensee. In such circumstances, the third party must enter into a License Agreement with Utility, obtain Permit(s), and pay a separate Attachment Fee (Appendix A, Item 1) as well as the costs of all necessary Make-Ready Work required to accommodate the Overlashing. Utility shall not grant such Permit(s) to third parties allowing Overlashing of Licensee's Communications Facilities without Licensee's consent. Authorized Overlashing shall not increase the fees and charges paid by Licensee pursuant to Appendix A, Item 1. Nothing in this Agreement shall prevent Licensee from seeking a contribution from an Overlashing third party to defray fees and charges paid by Licensee.

2.11.4 Make-Ready Work procedures set forth in Article 7 shall apply, as necessary, to all Overlashing.

2.11.5 Overlashing shall only be permitted if the existing attachment is located in the communication space.

2.12 **Enclosures.** Licensee shall not place Pedestals, Vaults, and/or other Enclosures on or within ten (10) feet of any Pole or other Utility Facilities without Utility's prior written permission. If permission is granted, all such installations shall be per the Specifications and Drawings in Appendix D of this Agreement and charges as provided in Appendix A. Such permission shall not be unreasonably withheld. Further, Licensee agrees to move any such above-ground enclosures in order to provide sufficient space for Utility to set a replacement Pole.

Article 3—Fees and Charges

3.1 **Payment of Fees and Charges.** Licensee shall pay to Utility the fees and charges specified in Appendix A and shall comply with the terms and conditions specified in this Agreement.

- 3.2 **Payment Period.** Unless otherwise expressly provided, Licensee shall pay any invoice its receives from Utility pursuant to this Agreement within thirty (30) calendar days after Utility issues the invoice.
- 3.3 **Billing of Attachment Fee.** Utility shall invoice Licensee for the per-pole Attachment Fee annually, in arrears. Utility will submit to Licensee an invoice for the annual rental period not later than June 30th of each year. The initial annual rental period shall commence upon the execution of this Agreement and conclude on June 30th of the next year, and each subsequent annual rental period shall commence on the following July 1st and conclude on June 30th of the subsequent year. The invoice shall set forth the total number of Utility's Poles on which Licensee was issued and/or holds Permit(s) for Attachments during such annual rental period, including any previously authorized and valid Permits.
- 3.4 **Refunds.** No fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted under this Agreement. Nor shall any refund be owed if a Pole is not used or abandoned by Utility.
- 3.5 **Late Charge.** If Utility does not receive payment for any fee or other amount owed within thirty (30) calendar days after it becomes due, Licensee shall pay interest to Utility at the rate of ten (10%) per month, or the maximum interest allowed by law, whichever is greater, on the amount due.
- 3.6 **Payment for Work.** Licensee will be responsible for payment to Utility for all work that Utility or Utility's contractors perform pursuant to this Agreement to accommodate Licensee's Communications Facilities.
- 3.7 **Advance Payment.** At its sole discretion, Utility may require that Licensee pay in advance all reasonable costs, including, but not limited to administrative, construction, inspections, and Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Communications Facilities pursuant to the procedures set forth in Articles 6 and 7 below.
- 3.8 **True-Up.** Whenever Utility, in its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Licensee and the actual cost of the activity exceeds the advance payment of estimated expenses, Licensee agrees to pay Utility for the difference in cost, provided that Utility documents such costs with sufficient detail to enable Licensee to verify the charges. To the extent that Utility's actual cost of the activity is less than the estimated cost, Utility shall refund to Licensee the difference in cost.
- 3.9 **Determination of Charges.** Wherever this Agreement requires Licensee to pay for work done or contracted by Utility, the charge for such work shall include all

reasonable material, labor, engineering, administrative, and applicable overhead costs. Utility shall bill its services based upon actual costs, and such costs will be determined in accordance with Utility's cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor and equipment costs per hour, persons employed, and costs of materials used. If Licensee was required to perform work and fails to perform such work, necessitating completion of the work by Utility, Utility may either charge an additional ten percent (10%) of its costs or assess the penalty specified in Appendix A.

- 3.10 Work Performed by Utility.** Whenever this Agreement requires Utility to perform any work, Utility, at its sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.
- 3.11 Default for Nonpayment.** Nonpayment of any amount due under this Agreement beyond sixty (60) days shall constitute a material default of this Agreement.

Article 4—Specifications

- 4.1 Installation/Maintenance of Communications Facilities.** After a Permit is issued pursuant to this Agreement, Licensee's Communications Facilities shall be installed and maintained in accordance with the requirements and specifications of Appendix D. All of Licensee's Communications Facilities must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Communications Facilities. Licensee shall, at its own expense, make and maintain its Attachment(s) in safe condition and good repair, in accordance with all Applicable Standards. Notwithstanding anything in this Agreement to the contrary, Licensee shall not be required to update or upgrade its Attachments if they met Applicable Standards at the time the attachments were made, unless such updates or upgrades are required by any revised Applicable Standards.
- 4.2 Tagging.** Licensee shall Tag all of its Communications Facilities as specified in Appendix D and/or applicable federal, State, and local regulations upon installation of such Facilities. Within one year of the execution of this Agreement, Licensee shall also tag any untagged Communications Facilities that were on Utility Poles on the effective date of this Agreement. Failure to provide proper tagging will be considered a violation of the Applicable Standards.
- 4.3 Interference.** Licensee shall not allow its Communications Facilities to impair the ability of Utility or any third party to use Utility's Poles, nor shall Licensee allow its Communications Facilities to interfere with the operation of any Utility

Facilities, third-party facilities or City of Stillwater facilities including cables, conductors, traffic controls networks and/or systems, communication networks and/or systems, radio communication network and/or systems, emergency management networks and/or systems and all related facilities.

- 4.4 **Protective Equipment.** Licensee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall, at its own expense, install protective devices designed to handle the electric voltage and current carried by Utility's facilities in the event of a contact with such facilities. Except as provided in Paragraph 16.1, Utility shall not be liable for any actual or consequential damages to Licensee's Communications Facilities, Licensee's customers' facilities, or to any of Licensee's employees, contractors, customers, or other persons.
- 4.5 **Utility Right to Correct.** If Licensee's Communications Facilities, or any part of them, are installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from Utility, Utility at its option, may correct such conditions. Utility will attempt to notify Licensee in writing prior to performing such work whenever practicable. When Utility believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of Utility's service obligations, or present an immediate threat to the physical integrity of Utility Facilities, Utility may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable afterward, Utility will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all actual and reasonable costs incurred by Utility in taking action pursuant to this Paragraph, and Licensee shall indemnify Utility against any liability, costs, and expenses, including reasonable attorney's and expert fees, arising out of or relating to any such work.
- 4.6 **Restoration of Utility Service.** Utility's service restoration requirements shall take precedence over any and all work operations of Licensee on Utility's Poles.
- 4.7 **Effect of Failure to Exercise Access Rights.** If Licensee does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within ninety (90) calendar days of the effective date of such right and any extension to such Permit(s), Utility may, but shall have no obligation to, use the space scheduled for Licensee's Attachment(s) for its own needs or make the space available to other Attaching Entities. In such instances, Utility shall endeavor to make other space available to Licensee, upon written application under Article 6, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. If Utility uses the space for its own

needs or makes them available to other parties, then from the date that Utility or a third party begins to use such space, For purposes of this paragraph, Licensee's access rights shall not be deemed effective until any necessary Make-Ready Work has been performed.

- 4.8 Removal of Nonfunctional Attachments.** At its sole expense, Licensee shall remove any of its Attachments or any part thereof that becomes nonfunctional and no longer fit for service ("Nonfunctional Attachment") as provided in this Paragraph 4.8. A Nonfunctional Attachment that Licensee has failed to remove as required in this paragraph shall constitute an unauthorized Attachment and is subject to the Unauthorized Attachment fee specified in Appendix A, Item 3. Except as otherwise provided in this Agreement, Licensee shall remove Nonfunctional Attachments within one (1) year of the Attachment becoming nonfunctional, unless Licensee receives written notice from Utility that removal is necessary to accommodate Utility's or another Attaching Entity's use of the affected Pole(s), in which case Licensee shall remove the Nonfunctional Attachment within sixty (60) days of receiving the notice. Where Licensee has received a Permit to Overlash a Nonfunctional Attachment, such Nonfunctional Attachment may remain in place until Utility notifies Licensee that removal is necessary to accommodate Utility's or another Attaching Entity's use of the affected Pole(s). Licensee shall give Utility notice of any Nonfunctional Attachments as provided in Article 15.

Article 5—Private and Regulatory Compliance

- 5.1 Necessary Authorizations.** Before Licensee occupies any of Utility's Poles, Licensee shall obtain from the appropriate public or private authority, or from any property owner or other appropriate person, any required authorization to construct, operate, or maintain its Communications Facilities on public or private property. Utility retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this Article 5 include, but are not limited to, its obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and easements and all necessary licenses and authorizations to provide the services that it provides over its Communications Facilities. Licensee shall defend, indemnify, and reimburse Utility for all losses, costs, and expenses, including reasonable attorney's fees that Utility may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on Utility's Poles or to provide particular services.

- 5.2 **Lawful Purpose and Use.** Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable federal, State and local laws.
- 5.3 **Forfeiture of Utility's Rights.** No Permit granted under this Agreement shall extend, or be deemed to extend, to any of Utility's Poles to the extent that Licensee's Attachment would result in a forfeiture of Utility's rights. Any Permit that would result in forfeiture of Utility's rights shall be deemed invalid as of the date that Utility granted it. Further, if any of Licensee's existing Communications Facilities, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Licensee shall promptly remove its Facilities upon receipt of written notice from Utility. If Licensee does not remove its Communications Facilities in question within thirty (30) days of receiving written notice from Utility, Utility may at its option perform such removal at Licensee's expense. Notwithstanding the forgoing, Licensee shall have the right to contest any such forfeiture before any of its rights are terminated, provided that Licensee shall indemnify Utility for liability, costs, and expenses, including reasonable attorney's fees, that may accrue during Licensee's challenge.
- 5.4 **Effect of Consent to Construction/Maintenance.** Consent by Utility to the construction or maintenance of any Attachments by Licensee shall not be deemed consent, authorization, or acknowledgment that Licensee has obtained all required Authorizations with respect to such Attachment.

Article 6—Permit Application Procedures

- 6.1 **Permit Required.** Licensee shall not make any Attachments to any of Utility's Poles without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix B. If updates or upgrades are required by Applicable Standards, Licensee shall not be required to obtain Permits for Attachment(s) existing as of the effective date of this Agreement. Such grandfathered Attachments shall, however, be subject to the Attachment Fees specified in Appendix A and the tagging provisions in Paragraph 4.2. Licensee shall provide Utility a list of all such pre-existing Attachments within six (6) months of the effective date of this Agreement.
- 6.2 **Permits for Overlashing.** As set out in Paragraph 2.11, Permits are required for any Overlashing allowed under this Agreement and Licensee, Licensee's Affiliate or other third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such Overlashing.
- 6.3 **Professional Certification.** Unless otherwise waived in writing by Utility, as part of the Permit application process and at Licensee's sole expense, a qualified and experienced professional engineer, or an employee or contractor of Licensee who

has been approved by Utility, must participate in the Pre-Construction Survey, conduct the Post-Construction Inspection, and certify that Licensee's Communications Facilities can be and were installed on the identified Poles in compliance with the standards in Paragraph 4.1 and in accordance with the Permit. The professional engineer's qualifications must include experience performing such work, or substantially similar work, on electric distribution systems. The Utility may require the Licensee's professional engineer to conduct a post-construction inspection that the Utility will verify by means that it deems to be reasonable.

Utility, at its discretion, may waive the requirements of this Paragraph 6.3, with respect to service drops.

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

- 6.4.1 Review Period.** Utility shall review and respond to properly executed and complete Permit Applications for routine installations as promptly as is reasonable with a goal of providing a response during normal circumstances of within seventy-five (75) days of receipt. For Permit Applications seeking Attachments to 50 or more Poles, the Utility may require additional time to review. The Utility's response will either provide a written explanation as to why the Application is being denied, in whole or in part, or provide an estimate of the costs of all necessary Make-Ready Work.
- 6.4.2** Upon receipt of Utility's Make-Ready estimate, Licensee shall have fourteen (14) days to approve the estimate and provide payment in accordance with this Agreement and the specifications of the estimate.
- 6.4.3** Utility will complete routine Make-Ready Work within sixty (60) days of receipt of payment. If there are extenuating circumstances that make the necessary Make-Ready more complicated or time-consuming, including, but not limited to the number of Poles, seasonal weather conditions, the Utility shall identify those factors in the Make-Ready estimate and the parties shall agree upon a reasonable timeframe for completion.

6.4.4 Utility may toll the time period for completion of Make-Ready Work by written notice in order to respond to severe storms, natural disasters, or other emergency situations.

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

Article 7—Make-Ready Work/Installation

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

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

- 7.3 **Who May Perform Make-Ready Work.** Make-Ready Work shall be performed only by Utility and/or a contractor authorized by Utility to perform such work. If Utility chooses not to or cannot perform the Make-Ready Work to accommodate Licensee's Communications Facilities within sixty (60) calendar days of Licensee's agreement, to Make-Ready Work estimate, Licensee may request the ability to use a qualified contractor to perform such work and shall specify when such work would be performed. In all instances, "qualified contractors," if allowed, must be pre-approved by Utility for such work on an annual basis.

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

- 7.5 **Notification of Make-Ready Work.** Before starting Make-Ready Work, Utility shall notify all Attaching Entities of the date and location of the scheduled work

and shall afford all such entities an opportunity to make any modifications to their existing Attachments in connection with the Make-Ready Work.

7.6 Written Approval of Installation Plans Required. Before making any Attachments to Utility's Poles, including Overlashing of existing Attachments, Licensee must obtain Utility's written detailed plan approval for the Attachments. Such detailed plans shall accompany a Permit application as required under Paragraph 6.4.

7.7 Licensee's Installation/Removal/Maintenance Work.

7.7.1 All of Licensee's installation, removal, and maintenance work, by either Licensee's employees or authorized contractors, shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of Utility's Poles or other Facilities or other Attaching Entity's facilities or equipment. All such work is subject to the insurance requirements of Article 18.

7.7.2 All of Licensee's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all applicable regulations specified in Paragraph 4.1. Licensee shall assure that any person installing, maintaining, or removing its Communications Facilities is fully qualified and familiar with all Applicable Standards, the provisions of Article 17, and the Minimum Design Specifications contained in Appendix D.

Article 8—Transfers

8.1 Required Transfers of Licensee's Communications Facilities. If Utility reasonably determines that a transfer of Licensee's Communications Facilities is necessary, Utility will, at its option, either require Licensee to perform such transfer at its own expense within thirty (30) calendar days after receiving notice from Utility, or perform the transfer itself, using its personnel, and/or contractors. If Licensee fails to transfer its Facilities within thirty (30) calendar days after receiving such notice from Utility, Utility shall have the right to transfer Licensee's Facilities using its personnel and/or contractors. The costs of such transfers shall be apportioned as specified under Article 9. Utility shall not be liable for damage to Licensee's Facilities except to the extent provided in Paragraph 16.1. The written advance notification requirement of this Paragraph shall not apply in emergency situations. In emergency situations, Utility shall provide such advance notice as is practical, given the urgency of the particular situation. Utility shall then provide written notice of any such actions taken within ten (10) days following the occurrence. Irrespective of who owns Facilities that

are Overlashed on to Licensee's Attachments, Licensee is responsible for the transfer of such Facilities and the costs of doing so.

Article 9—Modifications and/or Replacements

- 9.1 Licensee's Action Requiring Modification/Replacement.** If any Pole to which Licensee desires to make Attachment(s) is unable to support or accommodate the additional facilities in accordance with all Applicable Standards, Utility will notify Licensee of the necessary Make-Ready Work, and associated costs, to provide adequate Pole space, including, but not limited to, replacement of the Pole and/or rearrangement or transfer of Utility's Facilities, as well as the facilities of other Attaching Entities. Licensee shall be responsible for separately entering into an agreement with other Attaching Entities concerning the allocation of costs for the relocation or rearrangement of such entities' existing Attachments. If Licensee elects to go forward with the necessary changes, Licensee shall pay to Utility the actual cost of the Make-Ready Work, performed by Utility, in accordance with Paragraph 3.9. Utility, in its discretion, may require advance payment. Licensee shall also be responsible for obtaining and furnishing to Utility before the commencement of any Make-Ready Work, agreements between Licensee and the other Attaching Entities (including Overlashers) concerning the relocation or rearrangement of their Attachments and the costs involved.
- 9.2 Treatment of Multiple Requests for Same Pole.** If Utility receives Permit Applications for the same Pole from two or more prospective licensees within sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification of the Pole or replacement of the Pole, Utility will allocate among such licensees the applicable costs associated with such modification or replacement.
- 9.3 Guying.** The use of guying to accommodate Licensee's Attachments shall be provided by, and at the expense of, Licensee and to the satisfaction of Utility, as specified in Appendix D. Licensee shall not attach its guy wires to Utility's anchors without prior written permission of Utility. If permission is granted, charges may apply.
- 9.4 Allocation of Costs.** The costs for any rearrangement or transfer of Licensee's Communications Facilities or the replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of Utility's cables or wires) shall be allocated to Utility and/or Licensee and/or other Attaching Entity on the following basis:
- 9.4.1** If Utility intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification/replacement of the Pole. Licensee shall not be responsible

for costs associated with the rearrangement or transfer of Licensee's Communications Facilities, unless and to the extent the rearrangement or transfer is necessary in connection with Utility's reacquisition of Reserved Capacity from Licensee. Prior to making any such modification or replacement, Utility shall provide Licensee written notification of its intent in order to provide Licensee a reasonable opportunity to modify or add to its existing Attachment. Should Licensee decide to do so, it must seek Utility's written permission in accordance with this Agreement. If Licensee elects to add to or modify its Communications Facilities, Licensee shall pay its Pro-Rata of the costs incurred by Utility in making the space on the Poles accessible to Licensee.

- 9.4.2** If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for all costs caused by the modification or replacement of the Pole as well as the costs associated with the transfer or rearrangement of any other Attaching Entity's Communications Facilities. At the time Licensee submits a Permit Application to Utility, Licensee shall submit evidence, in writing, that it has made arrangements to reimburse all affected Attaching Entities for their costs caused by the transfer or rearrangement of their Facilities. Utility shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Facilities pursuant to this Paragraph 9.4.2.
- 9.4.3** If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than Utility or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or replacement, as well as the costs for rearranging or transferring Licensee's Communications Facilities. Licensee shall cooperate with such third-party Attaching Entity to determine the costs of moving Licensee's facilities.
- 9.4.4** If the Pole must be modified or replaced for reasons unrelated to the use of the Pole by Attaching Entities (*e.g.*, storm, accident, deterioration), Utility shall pay the costs of such modification or replacement and Licensee shall pay the costs of rearranging or transferring its Communications Facilities.

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

Article 10—Abandonment or Removal of Utility Facilities

- 10.1 **Notice of Abandonment or Removal of Utility Facilities.** If Utility desires at any time to abandon, remove, or underground any Utility Facilities to which Licensee's Communications Facilities are attached, it shall give Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such Utility's Facilities. Notice may be limited to thirty (30) calendar days if Utility is required to remove or abandon its Utility Facilities as the result of the action of a third party and the lengthier notice period is not practical. Such notice shall indicate whether Utility is offering Licensee an option to purchase the Pole(s). If, following the expiration of the thirty (30) day period, Licensee has not yet removed and/or transferred all of its Communications Facilities and has not entered into an agreement to purchase Utility's Facilities pursuant to Paragraph 10.2, Utility shall have the right, but not the obligation, to remove or transfer Licensee's Communications Facilities at Licensee's expense. Utility shall give Licensee prior written notice of any such removal or transfer of Licensee's Facilities.
- 10.2 **Option to Purchase Abandoned Poles.** Should Utility desire to abandon any Pole, Utility may, in its sole discretion, grant Licensee the option of purchasing such Pole at a price to be negotiated with Utility. Licensee must notify Utility in writing within thirty (30) calendar days of the date of Utility's notice of abandonment that Licensee desires to purchase the abandoned Pole. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals and easements allowing Licensee to independently own and access the Pole within forty-five (45) calendar days. Should Licensee fail to secure the necessary governmental approvals, or should Utility and Licensee fail to enter into an agreement for Licensee to purchase the Pole within forty-five (45) calendar days, Licensee must remove its Attachments as required under Paragraph 10.1. Nothing in this Agreement shall be construed as requiring Utility to sell Licensee Poles that Utility intends to remove or abandon.
- 10.3 **Underground Relocation.** If Utility moves any portion of its aerial system underground, Licensee shall remove its Communications Facilities from any affected Poles within sixty (60) calendar days of receipt of notice from Utility and must either relocate its affected Facilities underground with Utility or find other means to accommodate its Facilities. If Licensee does not remove its Attachments within sixty (60) days, Utility shall have the right to remove or transfer Licensee's Communications Facilities at Licensee's expense. Licensee's

failure to remove its Facilities as required under this Paragraph 10.3 shall subject Licensee to the penalty provisions of Appendix A.

Article 11—Removal of Licensee's Facilities

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

Article 12—Termination of Permit

12.1 Automatic Termination of Permit. Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole(s) covered by the Permit. Permits will also expire if the Licensee's facilities are not installed and operational within six (6) months of the Permit issuance date.

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

Article 13—Inspection of Licensee's Facilities

13.1 Inspections. Utility may conduct an inventory and inspection of Attachments at any time. Within thirty (30) calendar days of receiving written notice from Utility, Licensee shall correct all Attachments that Utility identifies as being out of compliance with Applicable Standards. If Utility finds that five percent (5%) or more of Licensee's Attachments are either in non-compliance or not permitted, Licensee shall pay its *pro-rata* share of the costs of the inspection.

13.2 Notice. Utility will give Licensee reasonable advance written notice of such inspections, except in those instances in which safety considerations justify the need for such inspection without delay.

- 13.3 **No Liability.** Inspections performed under this Article 13, or the failure to do so, shall not operate to impose upon Utility any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations, or liability, whether assumed under this Agreement or otherwise existing.
- 13.4 **Attachment Records.** Notwithstanding the above inspection provisions, Licensee shall furnish to Utility annually an up-to-date electronic map depicting the locations of its Attachments, in a format specified by Utility.

Article 14—Unauthorized Occupancy or Access

- 14.1 **Penalty Fee.** If any of Licensee's Attachments are found occupying any Pole for which no Permit has been issued, Utility, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Access Penalty Fee, as specified in Appendix A, Item 3. If Licensee fails to pay such Fee within thirty (30) calendar days of receiving notification of it, Utility shall have the right, but not the obligation, to remove such Communications Facilities at Licensee's expense.
- 14.2 **No Ratification of Unauthorized Use.** No act or failure to act by Utility with regard to any unauthorized use shall be deemed as ratification of the unauthorized use. Unless the parties agree otherwise, a Permit for a previously unauthorized Attachment shall not operate retroactively or constitute a waiver by Utility of any of its rights or privileges under this Agreement or otherwise, and Licensee shall remain subject to all obligations and liabilities arising out of or relating to its unauthorized use.

Article 15—Reporting Requirements

At the time that Licensee pays its annual Attachment Fee, Licensee shall also provide the following information to Utility:

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

Article 16—Liability and Indemnification

16.1 Liability. Utility reserves to itself the right to maintain and operate its Poles in the manner that will best enable it to fulfill its service requirements. Licensee agrees to use Utility's Poles at Licensee's sole risk.

16.2 Indemnification. Licensee, and any agent, contractor, or subcontractor of Licensee, shall defend, indemnify, and hold harmless Utility and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Utility under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney's fees of Utility and all other costs and expenses of litigation) ("Covered Claims") arising in any way, including any act, omission, failure, negligence, or willful misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by Licensee, or by Licensee's officers, directors, employees, agents, or contractors, of Licensee's Communications Facilities, except to the extent of Utility's gross negligence or willful misconduct solely giving rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:

16.2.1 Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;

16.2.2 Cost of work performed by Utility that was necessitated by Licensee's failure, or the failure of Licensee's officers, directors, employees, agents or contractors, to install, maintain, use, transfer, or remove Licensee's Communications Facilities in accordance with the requirements and specifications of this Agreement, or from any other work this Agreement authorizes Utility to perform on Licensee's behalf;

16.2.3 Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Licensee, or Licensee's officers, directors, employees, agents, or contractors, pursuant to this Agreement;

16.2.4 Liabilities incurred as a result of Licensee's violation, or a violation by Licensee's officers, directors, employees, agents, or contractors, of any law, rule, or regulation of the United States, any State, or any other governmental entity or administrative agency.

16.3 Environmental Hazards. Licensee represents and warrants that its use of Utility's Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Utility's Poles or transport to Utility's Poles any hazardous substances and that Licensee's Communications Facilities will not constitute or contain and will not generate any hazardous substance in violation of federal, state, or local law now or hereafter in effect, including any amendments. "Hazardous Substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, dangerous radio frequency radiation, or other similar terms by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, its Communications Facilities would not release any Hazardous Substances. Licensee and its agents, contractors, and subcontractors shall defend, indemnify, and hold harmless Utility 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 Utility's Poles attributable to Licensee's use of Utility's Poles.

Should Utility's Poles be declared to contain Hazardous Substances, Utility, Licensee, and all Attaching Entities shall share proportionately in the cost of disposal of the affected Poles based on each entity's individual percentage use of same. For Attaching Entities, such percentage shall be derived from the sum of space occupied by each Attaching Entity plus its share of the common space, including the NESC safety space. For Utility, such percentage shall be equal to the space above the NESC safety space plus its share of the common Space. If the source or presence of the Hazardous Substance is solely attributable to particular parties, such costs shall be borne solely by those parties.

16.4 Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Utility of any applicable State limits on municipal liability or governmental immunity. No indemnification provision contained in this Agreement under which Licensee indemnifies Utility shall be construed in any way to limit any other indemnification provision contained in this Agreement.

16.5 If Utility brings a successful action in a court of competent jurisdiction to enforce this Agreement, Licensee shall pay Utility's reasonable attorney's fees.

Article 17—Duties, Responsibilities, and Exculpation

- 17.1 Duty to Inspect.** Licensee acknowledges and agrees that Utility does not warrant the condition or safety of Utility's Facilities, or the premises surrounding the Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect Utility's Poles and/or premises surrounding the Poles, prior to commencing any work on Utility's Poles or entering the premises surrounding such Poles.
- 17.2 Knowledge of Work Conditions.** By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.
- 17.3 DISCLAIMER.** UTILITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO UTILITY'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND UTILITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. UTILITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 17.4 Duty of Competent Supervision and Performance.** The parties further understand and agree that, in the performance of work under this Agreement, Licensee and its agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other Utility Facilities. The parties understand and intend that energy generated, stored, or transported by Utility Facilities will not be interrupted during the continuance of this Agreement, except in emergencies endangering life or threatening grave personal injury or property. Licensee shall ensure that its employees, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, agents, contractors, and subcontractors; employees, agents, contractors, and subcontractors of Utility; and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, agents, contractors, and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of Utility's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

- 17.5 **Requests to De-energize.** If Utility de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse Utility in accordance with Paragraph 3.9, for all costs and expenses that Utility incurs in complying with Licensee's request. Before Utility de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Licensee's request.
- 17.6 **Interruption of Service.** If Licensee causes an interruption of service by damaging or interfering with any equipment of Utility, Licensee shall, at its own expense, immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Utility immediately.
- 17.7 **Duty to Inform.** Licensee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on Utility's Poles by Licensee's employees, agents, contractors, or subcontractors, and Licensee accepts the duty and sole responsibility to notify and inform Licensee's employees, agents, contractors, or subcontractors of such dangers, and to keep them informed regarding same.

Article 18—Insurance

- 18.1 **Policies Required.** At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below. These insurance requirements shall extend to all agents, contractors, subcontractors or others working on behalf of the Licensee in performing any and all work contemplated under this Agreement:
- 18.1.1 **Workers' Compensation and Employers' Liability Insurance.** Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Oklahoma law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Utility. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
- 18.1.2 **Commercial General Liability Insurance.** Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, and independent contractor's coverage.

- 18.1.3 Automobile Liability Insurance.** Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles.
- 18.1.4 Umbrella Liability Insurance.** Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability insurance required above.
- 18.1.5 Property Insurance.** Each party will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Utility Facilities to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures.
- 18.2 Qualification; Priority; Contractors' Coverage.** The insurer must be authorized to do business under the laws of the State of Oklahoma and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article 18 with the same limits.
- 18.3 Certificate of Insurance; Other Requirements.** Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Licensee will furnish Utility with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Agreement and workers' compensation and property insurance waivers of subrogation required by this Agreement. Utility shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. Utility, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate of Insurance. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Utility. Licensee shall defend, indemnify and hold harmless Utility and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain

Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Utility upon request.

- 18.4 Limits.** The minimum limits of liability for policies required by this Article shall be provided to Licensee by Utility. The limits of liability may be increased or decreased as required by Utility in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Licensee's exposure to risk.
- 18.5 Prohibited Exclusions.** No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with Utility except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Utility's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.
- 18.6 Deductible/Self-insurance Retention Amounts.** Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

Article 19—Authorization Not Exclusive

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

Article 20—Assignment

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

terms, covenants, or conditions of this Agreement without the express written consent to the release of Licensee by Utility.

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

Article 21—Failure to Enforce

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

Article 22— Issue Resolution Process

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

- 22.5 Confidential Settlement.** Unless the parties otherwise agree in writing, communication between the parties under this Article will be treated as confidential information developed for settlement purposes, exempt from discovery and inadmissible in litigation.
- 22.6 Business as Usual.** During any dispute resolution procedure or lawsuit, the Utilities will continue providing services to each other and performing their obligations under this Agreement.

Article 23—Termination of Agreement

- 23** Utility shall have the right, pursuant to the procedures set out in this Article 23, to terminate this entire Agreement, or any Permit issued under it, whenever Licensee is in default of any material term or condition of this Agreement, including, but not limited to, the following circumstances:
- 23.1.1** Construction, operation, or maintenance of Licensee's Communications Facilities in violation of law, or in aid of any unlawful act or undertaking; or
 - 23.1.2** Construction, operation, or maintenance of Licensee's Communications Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental authority or any private holder of easements or other rights, or violation of any other agreement with Utility; or
 - 23.1.3** Construction, operation, or maintenance of Licensee's Communications Facilities without the insurance coverage required under Article 18.
- 23.2** Utility will notify Licensee in writing of any defaults by Licensee under this Agreement. Licensee shall take immediate corrective action to eliminate any such defaults within fifteen (15) calendar days, or such longer period as the parties may agree, and shall confirm in writing to Utility that the cited condition or conditions have ceased or been corrected, or are in the process of being corrected.
- 23.3** If Licensee contests the existence of the default, it may invoke the dispute resolution procedures of Article 22.
- 23.4** If the parties are unable to resolve the dispute and Licensee fails to discontinue or correct a default in a timely manner or fails to give the required confirmation, Utility may immediately terminate this Agreement or any Permit(s) granted under it. In the event of termination of this Agreement or any of Licensee's rights, privileges, or authorizations, Utility may seek removal of Licensee's Communications Facilities pursuant to the terms of Article 11, from any or all of

Utility's Poles. In such instance, Licensee shall remain liable to Utility for all fees and charges accrued pursuant to the terms of this Agreement.

Article 24—Term of Agreement

- 24.1 This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of five (5) years and, unless terminated by either party, agreement may be renewed for one (1) additional five (5) year term by mutual assent of the parties. Either party may terminate this Agreement at the end of the initial term by giving written notice of intent to terminate the Agreement at the end of the term. Such a notice must be given least ninety (90) calendar days prior to the end of the then-current term.
- 24.2 Even after the termination of this Agreement, Licensee's indemnity obligations shall continue with respect to any claims or demands related to Licensee's Communications Facilities, as provided for in Article 16.

Article 25—Amending Agreement

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

Article 26—Notices

- 26.1 Wherever in this Agreement notice is required to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail with return receipt requested, with postage prepaid, and except where specifically provided for elsewhere, properly addressed as follows:

If to Utility, at: ATTN: City Clerk

723 S Lewis St., Stillwater, OK 74074

If to Licensee, at: _____

or to such other address as either party, from time to time, may give the other party in writing.

- 26.2 The above notwithstanding the parties may agree to utilize electronic communications such as email for notifications related to the Permits application and approval process and necessary transfer or pole modifications.
- 26.3 Licensee shall maintain a staffed 24-hour emergency telephone number, not available to the general public, where Utility can contact Licensee to report damage to Licensee's facilities or other situations requiring immediate communications

between the parties. Such contact person shall be qualified and able to respond to Utility's concerns and requests.

Article 27—Entire Agreement

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

Article 28 -- Severability

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

Article 29 —Governing Law

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

Article 30—Incorporation of Recitals and Appendices

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

Article 31—Performance Bond

On execution of this Agreement, Licensee shall provide to Utility a performance bond or letter of credit in an amount of (\$1000 per Small Wireless Facility). The bond shall be with an entity and in a form acceptable to Utility. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Agreement and for the payment by Licensee of any claims, liens, taxes, liquidated damages, penalties, and fees due to Utility that arise by reason of the construction, operation, maintenance, or removal of Licensee's Communications Facilities on or about Utility's Poles.

Article 32—Force Majeure

32.1 If either Utility or Licensee is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party

shall endeavor to remove or overcome such inability as soon as reasonably possible.

- 32.2 Utility shall not impose any charges on Licensee stemming solely from Licensee's inability to perform required acts during a period of unavoidable delay as described in Paragraph 32.1, provided that Licensee present Utility with a written description of such force majeure within a reasonable time after occurrence of the event or cause relied on, and further provided that this provision shall not operate to excuse Licensee from the timely payment of any fees or charges due Utility under this Agreement.

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

(UTILITY)

(LICENSEE)

BY: _____

BY: Maha Hong

Title: _____

Title: CBDO

shall endeavor to remove or overcome such inability as soon as reasonably possible.

- 32.2 Utility shall not impose any charges on Licensee stemming solely from Licensee's inability to perform required acts during a period of unavoidable delay as described in Paragraph 32.1, provided that Licensee present Utility with a written description of such force majeure within a reasonable time after occurrence of the event or cause relied on, and further provided that this provision shall not operate to excuse Licensee from the timely payment of any fees or charges due Utility under this Agreement.

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

(UTILITY)

(LICENSEE)

BY: _____

BY: M. H. H. H. H. H.

Title: _____

Title: CBDO

UTILITY

STATE OF OKLAHOMA

: ss

County of Payne

I, the undersigned, a Notary Public in and for the State of Oklahoma, hereby certify that on the ____ day of _____, 2____, personally appeared before me [NAME] _____, [TITLE] _____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary Public in and for the
State of Oklahoma, residing at
_____, Oklahoma

LICENSEE

Oklahoma
STATE OF ~~[INSERT STATE]~~

: SS

County of Payne

I, the undersigned, a Notary Public in and for the State of Oklahoma, hereby certify that on the 26 day of Feb, 2024, personally appeared before me [NAME] Donald E. Steers, Jr., [TITLE] Vice President to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

[Signature]



Notary Public in and for the
State of Oklahoma, residing at
St: 11 water, Oklahoma

LICENSEE

STATE OF [INSERT STATE]

: ss

County of _____

I, the undersigned, a Notary Public in and for the State of _____, hereby certify that on the _____ day of _____, 2_____, personally appeared before me [NAME] _____, [TITLE] _____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary Public in and for the
State of _____, residing at
_____, _____

Part Two – Appendices and Drawings

APPENDIX A— Fees and Charges

Pole Attachment Fees and Charges

Effective Date / /

1. Annual Pole Attachment Rate(s):

Occupancy Rate: \$20.00 per small wireless facility/per year

Collocation (Attachment) Rate: \$20.00 per pole/per year

2. Non-Recurring Fees:

One-time License Agreement Fee \$350.00

Permit Application Fee \$200.00 per Permit Application
(1-5 Attachments)

Permit Application Fee \$100.00 per Permit Application
(6 -25 Attachments)

Make Ready Work Charges See Article 3 of Agreement

Miscellaneous Charges See Article 3 of Agreement [or
Attach Fee Schedule for Work
Performed for the Licensee]

Inspection Fees..... See Article 3 of Agreement

3. Unauthorized Attachment Penalty Fee:

5 x annual collocation (attachment) rate, per occurrence.

4. Failure To Timely Transfer, Abandon, or Remove Facilities Penalty:

1/5 annual attachment fee per day, per pole, first 30 days; after the initial
30 days the penalty shall be equal to the annual collocation (attachment)
rate per day, per pole.

NOTE: The Utility may increase the fees and rates it adopts under this appendix by ten percent (10%) every five (5) years rounded to the nearest dollar.

APPENDIX B—Pole Attachment

Permit Application Process

The following procedure is to be followed by each Licensee seeking to make new Attachments on Utility's Poles, or overlash to existing pole tenant facilities on Utility's Poles. Note that no entity may make any Attachments to Utility's Poles or overlash to existing pole tenant facilities on Utility's Poles without having first entered into a binding Pole Attachment Licensing Agreement with Utility. Third parties seeking to overlash to an existing pole tenant facility must also have a written overlash agreement with the pole tenant to be overlash. The overlash agreement must be provided to the Utility at the time of application.

1. Licensee shall submit a written request to perform a Pre-Construction Inspection. The request must include a preliminary route description. Licensee shall have a professional engineer or utility-approved employee or contractor, participate in a Pre-Construction Inspection, which will include a review of the proposed Attachment(s) to determine the feasibility of the request and identify any potential Make-Ready Work. Appendix F to this Agreement contains the minimum design review information that an applicant must provide and a worksheet for determining the minimum specifications that the proposed Attachment must meet.
2. Following the Pre-Construction Inspection, Licensee shall submit a completed Permit Application (Appendix C) that includes: route map, information required in Appendix F, installation plans, recommendations on Make-Ready Work, and a pole-loading analysis stamped by a professional engineer. Licensee shall prepare the Permit Application in adherence with the Applicable Standards (Section 1.2 of Agreement) and specifications (Appendix D).
3. At the Licensee's expense, the Utility will review the recommendations from the inspection and the pole-loading analysis, and discuss any issues with the Licensee.
4. Upon receipt of written authorization, Utility will proceed with Make-Ready Work according to the specific agreed-upon installation plans and the terms of the Agreement, including payment for the Make-Ready Work charges as set out by Utility and agreed to by the Licensee.
5. Upon completion of the Make-Ready Work, the Utility will *sign* and return the Application for Permit authorizing the Licensee to make its Attachment(s) in accordance with agreed-upon installation plans.

6. Unless waived in writing by the Utility, the Licensee's professional engineer, utility-approved employee, or contractor shall submit written certification that he/she has completed the Post-Construction Inspection and that the installation was done in accordance with the provisions of the Permit. The Post-Construction Inspection shall be submitted within ninety (90) calendar days after installation is complete. The Utility will verify the inspection by means that it deems to be reasonable.

APPENDIX C - Application for Permit

Application Date: 2 / 21 / 24

To: Stillwater Utilities Authority
Attn: Electric Engineering
411 E 3rd Ave
Stillwater, OK 74074

Desire to: Attach to Utility Pole(s)

Remove Attachment from Utility Pole(s)

Overlash to existing facility attached to Utility Pole(s)

Permit No. _____

Occupancy Permit No. _____

Number of Poles this permit 79 Sheet 1 of 7

Licensee Name: Bluepeak

Address:

Contact Person: Matt Lanza Phone 331 431 8226

Title: Sr. PM of Aerial D&E

Utility Contact Person: Vernon Hall Phone 405 742 8367

Title: Power Distrobution Engineering Specialist

Narrative Description of proposed activity: Aerial Strand attachment for Fiber Optics

Application for Permit

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

Name: _____ Phone: _____

Registration #: _____

Permission is hereby granted to Licensee to attach and/or vacate poles listed on the attached Field Data Summary Sheets, subject to payment of the necessary Make-Ready Work charges as set out by Utility and agreed to by the Licensee.

SUBMITTED:

APPROVED:

Licensee _____ Bluepeak _____ Utility _____

By _____ Matt Lanza _____ By _____

Title _____ Sr. PM of Aerial D&E _____ Title _____

Date _____ 2/21/24 _____ Date _____

Inspection required

APPENDIX D - Specifications for Licensee's Attachments to Utility Poles

Licensee, when making Attachments to Utility Poles, will adhere to the following engineering and construction practices.

- A. All Attachments shall be made in accordance with the Applicable Standards, as defined in Paragraph 1.2 of this Agreement.

B. Clearances

1. **Attachment and Cable Clearances:** Licensee's Attachments on Utility Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code ("NESC") and in drawings and specifications Utility may from time to time furnish Licensee. (See Drawings A-01 to A-99.)

Note: Attachments shall only be placed within the communication space as defined in the NESC.

2. **Service Drop Clearance:** From the pole to the home/building the parallel minimum separation between Utility's service drops and communications service drops shall be twelve (12) inches, per NESC 235C1b (exception 3). (see drawing A-5)
3. All other drop clearances at the midspan must conform to NESC table 235-6.

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

NESC table 235-6 requires:

- 12" from neutral (by exception #16)
- 30" from supply lines carrying 0 to 8.7 kV (secondary)
- 30" plus 0.4" per kV in excess of 8.7 (primary)

4. **Vertical Risers:** All Risers, including those providing 120/240 volt power for Licensee's equipment enclosure, shall be placed on the quarter faces of the Pole and must be installed in conduit with weatherhead (if possible), attached to the Pole with stand-off brackets. A two (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained. (See Drawings A-02 and A-04.)
5. **Climbing Space:** A clear Climbing Space must be maintained at all times on the face of the Pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the face of the Utility Pole. Licensee's cable/wire Attachments shall be placed on the same side of the Pole as those of other Attaching Entities. In general, all other Attachments and Risers should be placed on Pole quarter faces. (See Drawing A-09.)
6. **Pedestals and Enclosures:** Every effort should be made to install Pedestals, vaults and/or Enclosures at a minimum of ten (10) feet from Poles or other Utility Facilities, or the distance specified by the utility, whichever is greater.

C. Down Guys and Anchors

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

D. Certification of Licensee's Design

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

E. Miscellaneous Requirements

1. **Cable Bonding:** Licensee's messenger cable shall be bonded according to NESC rule 92C1 as a minimum, or at every pole with a vertical ground, as determined by the utility. If no ground exists on a pole to be bonded, Licensee shall install a Pole ground in accordance with the attached detail drawing. (See Drawings A-03 to A-04.)
2. **Customer Premises:** Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
3. **Communication Cables:** All Communications cables/wires not owned by Utility shall be attached within the Communications space that is located 40 inches below the lowest Utility conductors. (See Drawings A-01 through A-11.)
4. **Riser Installations:** All Licensee's Riser installations shall be in utility-approved conduit materials and placed on stand-off brackets. Ground wires may be attached directly to Pole. (See Drawings A-02 to A-04.)
5. **Tagging:** All Licensee's cables shall be identified with a band-type communications cable tag or other identification acceptable to Utility at each Attachment within twelve (12) inches of the Pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name, emergency contact number, and cable type. At the discretion of Utility, Tags shall be color-coded to permit identification of Attaching Entity by observation from the ground.

F. Utility Construction Drawings and Specifications

1. Refer to the attached Utility Construction Drawings, and obtain additional construction specifications from Utility in accordance with its requirements.

2. Apply the Utility's construction drawings and specifications in accordance with the NESC, NEC, and any other federal, state, or local code requirements.

APPENDIX E - Distribution Line Minimum Design Review Information and Suggested Worksheet

The following guidelines are provided, and corresponding information must be submitted with each Permit application for Pole Attachments on Utility's system. Utility may direct that certain Attachments do not require the submittal of Design Review Information. These Attachments are noted at the end of this section.

Each Permit application must include a report from a professional engineer registered to practice in the State of Oklahoma, and experienced in electric utility system design, or a utility-approved employee or contractor of Licensee. This report must clearly identify the proposed construction and must verify that the Attachments proposed will maintain Utility's compliance with NESC Class B construction for the loading district as outlined in the NESC Section 25.

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

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

1. All single-phase lines shall be assumed to have been reconductored to 477 ACSR 26/7, code name Hawk conductor for both phase and neutral. If a larger conductor size exists, the larger size shall be used in the calculations.
2. All three-phase lines shall be assumed to have been to 477 ACSR 26/7, code name Hawk conductor for three (3) phases and neutral. If existing conductors are larger than 4/0 AWG ACSR, the larger size shall be used in the calculations.
3. All pole lines shall assume a secondary/service conductor, installed from pole to pole, of #4/0 AWG triplex cable, with an ACSR messenger.
4. For pole strength calculations, all poles shall be as they actually exist, or be considered Class 4 for calculations.
5. All line angles or dead ends shall be guyed and anchored. Transverse pole strength shall not be assigned to attaching pole users for line angles, *i.e.*, pole should be viewed as being void of other cables, conductors, wires, or guys and considering only the applicant's wires/cables for guying calculations.
6. Points of attachment shall be as they actually exist on the poles.

7. For a Utility-approved joint use of anchors, the Licensee shall utilize guy insulators in its guys.
8. Lessee shall comply with any NESC and/or Utility safety factors, whichever are more conservative, in their designs. The engineer for the Permit applicant shall provide for each application the following confirmations:

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

- _____ (y/n) U.S. Corp of Engineers.
- _____ (y/n) Highway—state, county, city.
- _____ (y/n) Railroad.
- _____ (y/n) Local zoning boards, town boards, etc.
- _____ (y/n) Joint-use permits, if required.
- _____ (y/n) Notified other pole users of contacts or crossings.

Confirm that you have:

- _____ (y/n) Obtained appropriate franchise(s).
- _____ (y/n) Obtained pole/anchor easements from landowners.
- _____ (y/n) Obtained crossing and overhang permits.
- _____ (y/n) Obtained permit to survey R/W.
- _____ (y/n) Completed State of Oklahoma Department of Transportation requirements.
- _____ (y/n) Placed permit number on plans.
- _____ (y/n) Complied with Underground Facility Location requirements.
- _____ (y/n) Included sag/tension data on proposed cable.

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

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

The engineer for the Permit applicant shall provide for each Pole(s) the following information:

Project ID _____

Pole number _____ [if pole tag missing, contact Utility]

Pole class _____ [existing—*i.e.*, 4, 3, 2...]

Pole size _____ [existing—*i.e.*, 35, 40...]

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

Pole fore span _____ [feet]

Pole fore span direction _____ [degrees from Magnetic North]

Pole back span _____ [feet]

Pole back span direction _____ [degrees from Magnetic North]

Calculated bending

moment at ground level _____ [ft-lbs]

Existing:

Power phase condition _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line

Power neutral condition _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line

Power sec condition _____ quantity of _____ AWG/MCM
_____ CU/AA/ACSR @ _____ feet above ground line

Power service #1 _____ qty of _____ size @ _____ ft above ground line
@ _____ ° _____ ' _____ "

Power service #2 _____ qty of _____ size @ _____ ft above ground line
@ _____ ° _____ ' _____ "

Power service #3 _____ qty of _____ size @ _____ ft above ground line
@ _____ ° _____ ' _____ "

Telco #1 cables _____ qty of _____ dia @ _____ ft above ground line

Telco service #1 _____ qty of _____ size @ _____ ft above ground line

@ _____ ° _____ ' _____ "

Telco service #2 _____ qty of _____ size @ _____ ft above ground line

@ _____ ° _____ ' _____ "

CATV #2 cables _____ qty of _____ dia @ _____ ft above ground line

CATV service #1 _____ qty of _____ size @ _____ ft above ground line

@ _____ ° _____ ' _____ "

CATV service #2 _____ qty of _____ size @ _____ ft above ground line

@ _____ ° _____ ' _____ "

User #3 cables _____ qty of _____ dia @ _____ ft above ground line

User #4 cables _____ qty of _____ dia @ _____ ft above ground line

User #5 cables _____ qty of _____ dia @ _____ ft above ground line

User #6 cables _____ qty of _____ dia @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Proposed:

Proposed cables _____ qty of _____ dia @ _____ ft above ground line

fore and back span direction _____ ° _____ ' _____ ", _____ ° _____ ' _____ "

Proposed cables _____ qty of _____ dia @ _____ ft above ground line

fore and back span direction _____ ° _____ ' _____ ", _____ ° _____ ' _____ "

Equipment #1 type _____ qty of _____ size @ _____ ft above ground line

Equipment #2 type _____ qty of _____ size @ _____ ft above ground line

AGL = Above Ground Level

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

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

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

Calculated transverse safety factor: _____ [ratio should be greater than 1.00]

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

A. Weight data (cable and messenger)—

1. Vertical weight, bare = _____ [# / ft]

B. Tension data (final tensions on messenger)—

1. NESC maximum load for area of construction: _____ [lbs]

2. 60° F, NO wind: _____ [lbs]

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

Pole number

Calculated cable messenger tension under

NESC maximum loading conditions _____ [lbs]

If connection is:

A dead end, is it a single or double? _____ [S, D]

A change in tension, what is change? _____ [lbs]

A line angle, what is angle change? _____ [degrees]

What is tension change at angle? _____ [lbs]

For each dead end:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each change in tension:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each line angle:

Point of attachment for guy hook _____ [feet AGL]

Anchor distance from pole _____ [feet]

Calculated guy tension _____ [lbs]

Rated guy working strength _____ [lbs]

For each anchor:

Anchor distance to nearest anchor _____ [feet]

Calculated anchor tension _____ [lbs]

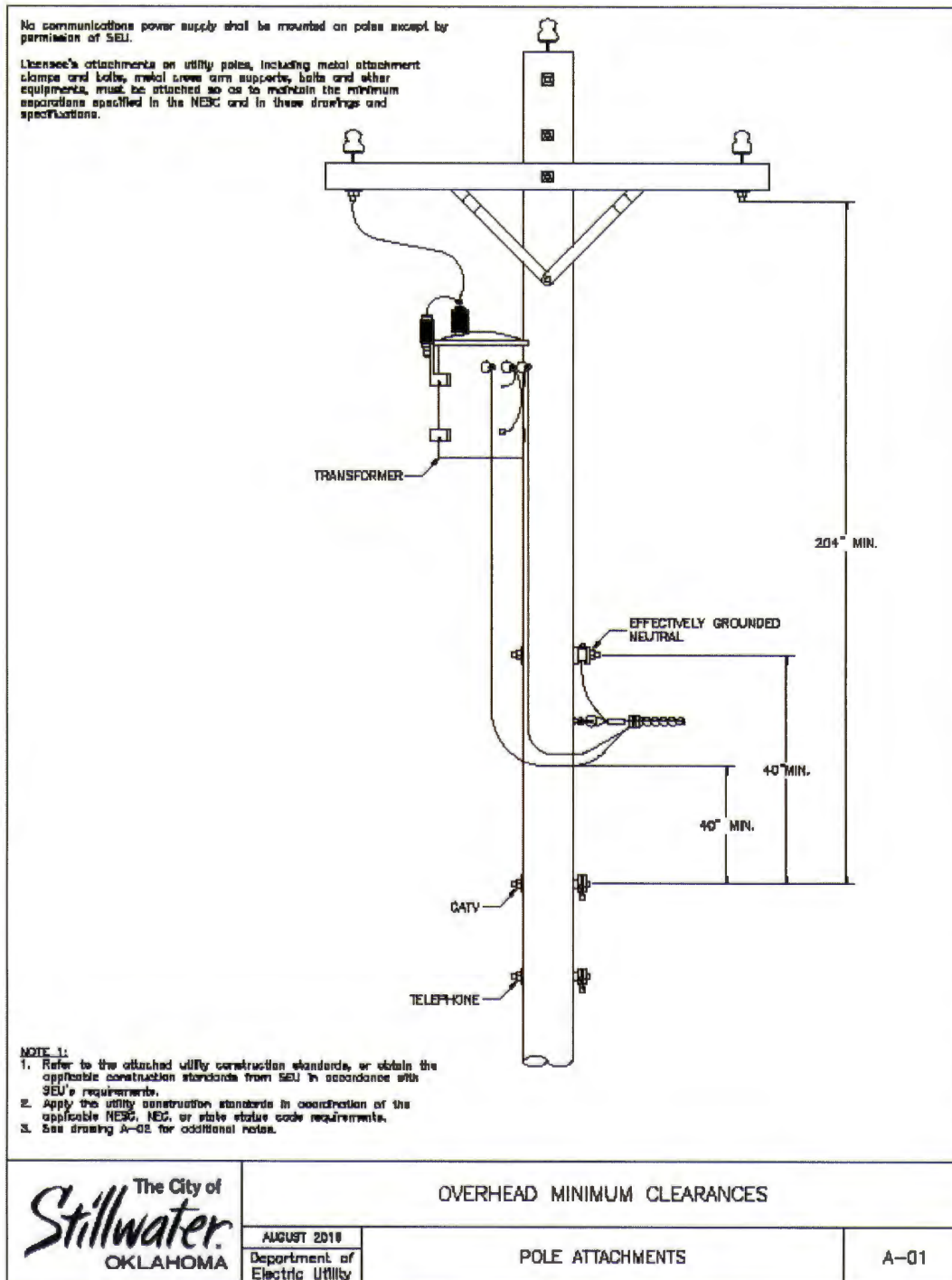
Rated anchor strength _____ [lbs]

Soil composition _____ [sandy, loam, clay, rock]

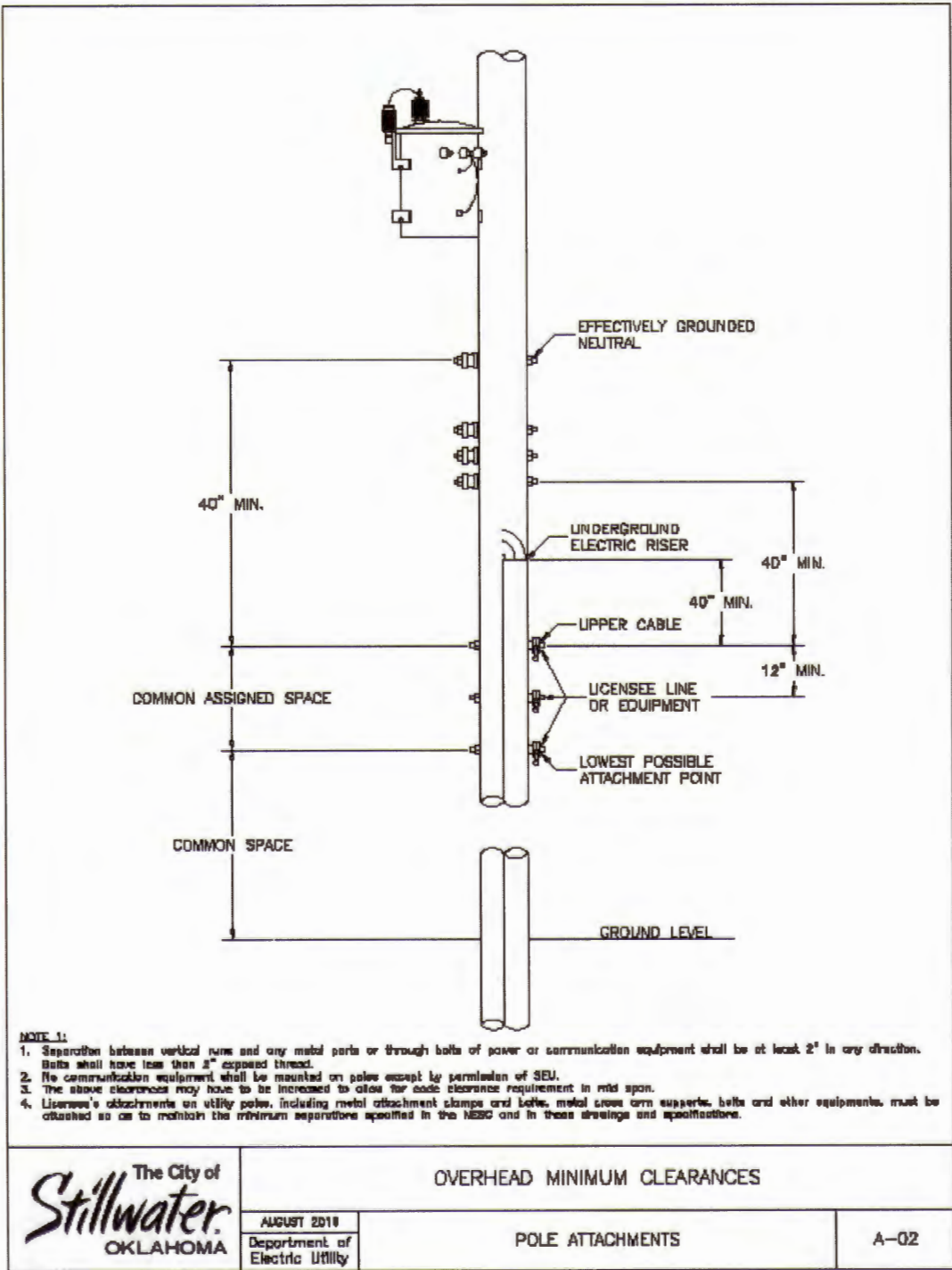
APPENDIX F - Field Data Summary Sheet Instructions

<u>Column</u>	<u>Instructions</u>
Utility Pole Number	If a Pole stencil is not in place, it may be left for Utility if the accompanying sketch is adequate to determine the Location.
Communication Company's	This must correspond with the plan sheet or
Plan Sheet Pole Number	Pole Sketch Pole identification number.
Pole Height and Class.....	List the present Pole height and class and list the proposed Pole height and class if it is necessary for Utility to replace the Pole for clearance, etc.
Guy Attachments.....	All unbalanced loading on Poles must be guyed. Attachments to Utility's anchors will not be allowed.
Attachment Height.....	Communications Company attachment height above ground level. List guy lead in feet.
Inches Below Utility	The number of inches Communications Company is to be attached below Utility while maintaining clearance as required in Item #4.
Span Length.....	List the back span length for each attachment.
Inches Sag.....	List the messenger sag for the design listed on the cover sheet at 60 degrees Fahrenheit.
Ground Clearance.....	List the ground clearance at the low point of the back span. Must not be less than the National Electrical Safety Code (latest edition).

Drawing A-01— Overhead Minimum Clearances



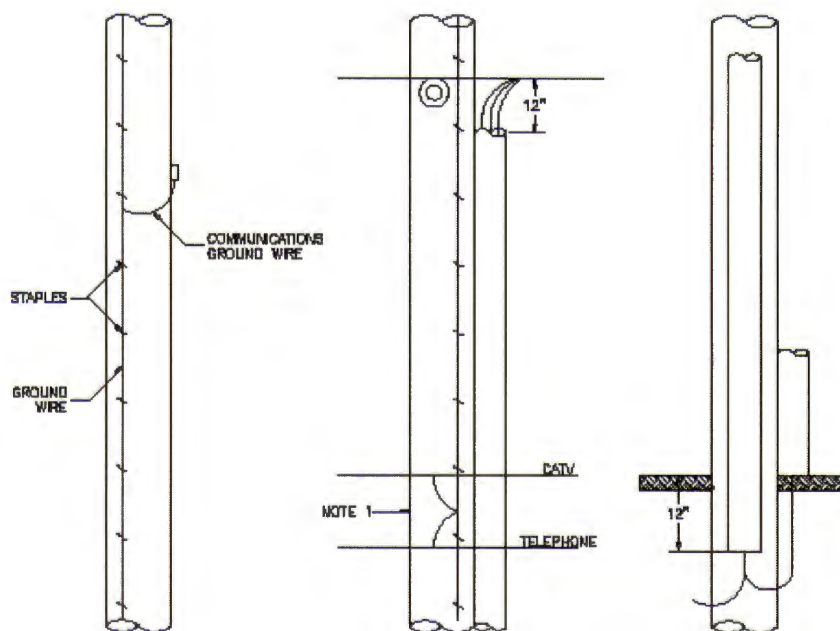
Drawing A-02 — Overhead Minimum Clearances



Drawing A-03 — Grounding Connections

No communications power supply shall be mounted on poles except by permission of SEU.

Licensee's attachments on utility poles, including metal attachment clamps and bolts, metal cross arm supports, bolts and other equipments, must be attached so as to maintain the minimum separations specified in the NESC and in these drawings and specifications.



NOTE 1:

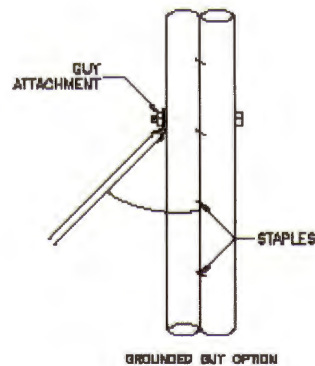
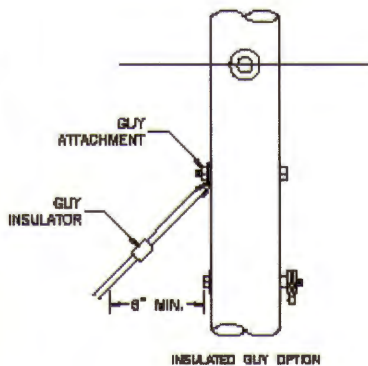
1. Licensee shall bond to utility pole ground whenever utility has a down ground on the pole. If the ground is under the metal U-guard, contact utility to make the ground connection.
2. If no pole ground exists install a pole down ground on the pole. Protect the pole ground with a ground wire resulting. Top of ground rod shall be at least 6" below grade.
3. Bond wire shall be #6 bare copper or larger. If bond wire is unsupported more than 12" long, staple to pole.
4. When communications are underground, the power is overhead and it is required that the communications ground be interconnected to the power supply ground. The connection shall be made below grade.
5. In no case shall licensee ground be connected to guys/anchors.
6. If a neutral isolation device is installed on the pole the installer must contact SEU for special grounding instructions.
7. Licensee's messenger cable shall be bonded to SEU's pole ground wire at each pole that has a ground wire.

	GROUNDING CONNECTIONS		
	AUGUST 2010 Department of Electric Utility	POLE ATTACHMENTS	A-03

Drawing A-04 — Guy Wire Requirements

No communications power supply shall be mounted on poles except by permission of SEU.

Licensee's attachments on utility poles, including metal attachment clamps and bolts, metal cross arm supports, bolts and other equipments, must be attached so as to maintain the minimum separations specified in the NEC and in these drawings and specifications.



CONTACT SEU TO DETERMINE IF
GUYS ARE TO BE INSULATED OR
GROUNDED.

NOTE 1:

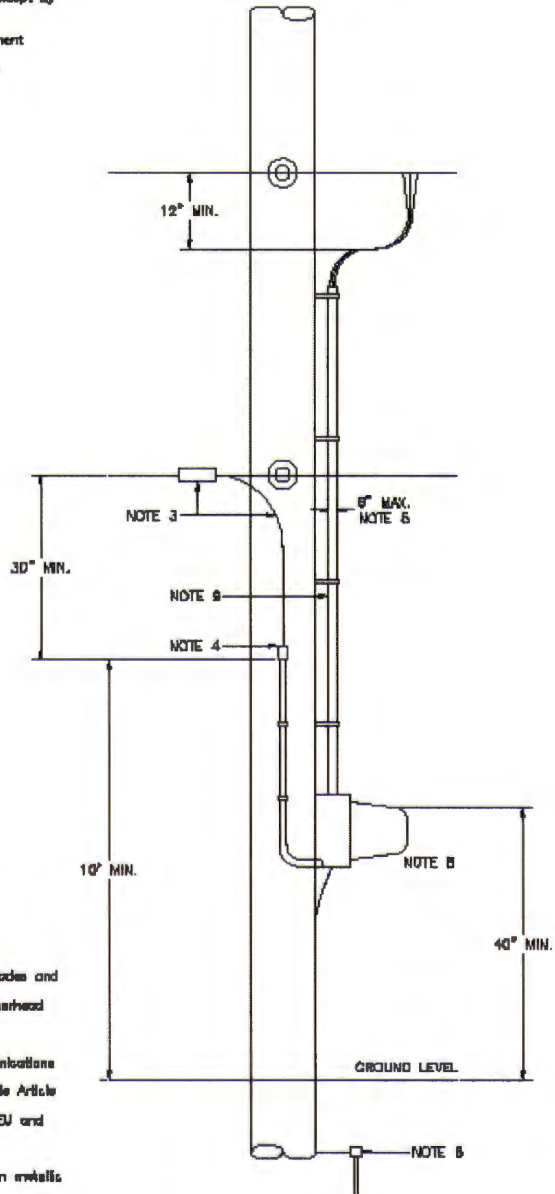
1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional wires placed on utility's poles licensee's attachments.
2. Anchors and guy wires must be set on each utility pole where there is a turn or angle and on all dead-end utility poles.
3. Licensee may not place guy wires on the anchors of SEU or third party user without prior written consent of all attaching entities and anchor owners.
4. No attachment may be installed on a utility pole until all required guys and anchors are installed. Nor may any attachment be modified or relocated in such a way as will materially increase the stress or loading on utility poles until all required guys and anchors are installed.
5. Licensee's down guys shall not be bonded to ground or neutral wires or SEU's pole and shall not provide a current path to ground from the pole ground or power system neutral, if permitted or required by SEU, grounded guys should be installed.
6. On jointly used structures, guys that pass within 12" of supply conductors, and also pass within 12" of communication cables, shall be protected with a suitable insulating covering where the guy passes the supply conductors, unless the guy is effectively grounded or insulated with a strain insulator at a point below the lowest supply conductor and above the highest communication cable.

	GUY WIRE REQUIREMENTS		
	AUGUST 2018 Department of Electric Utility	POLE ATTACHMENTS	A-04

Drawing A-05 — Power Service

No communications power supply shall be mounted on poles except by permission of SEU.

Licensee's attachments on utility poles, including metal attachment clamps and bolts, metal cross arm supports, bolts and other equipments, must be attached so as to maintain the minimum separations specified in the NESC and in these drawings and specifications.

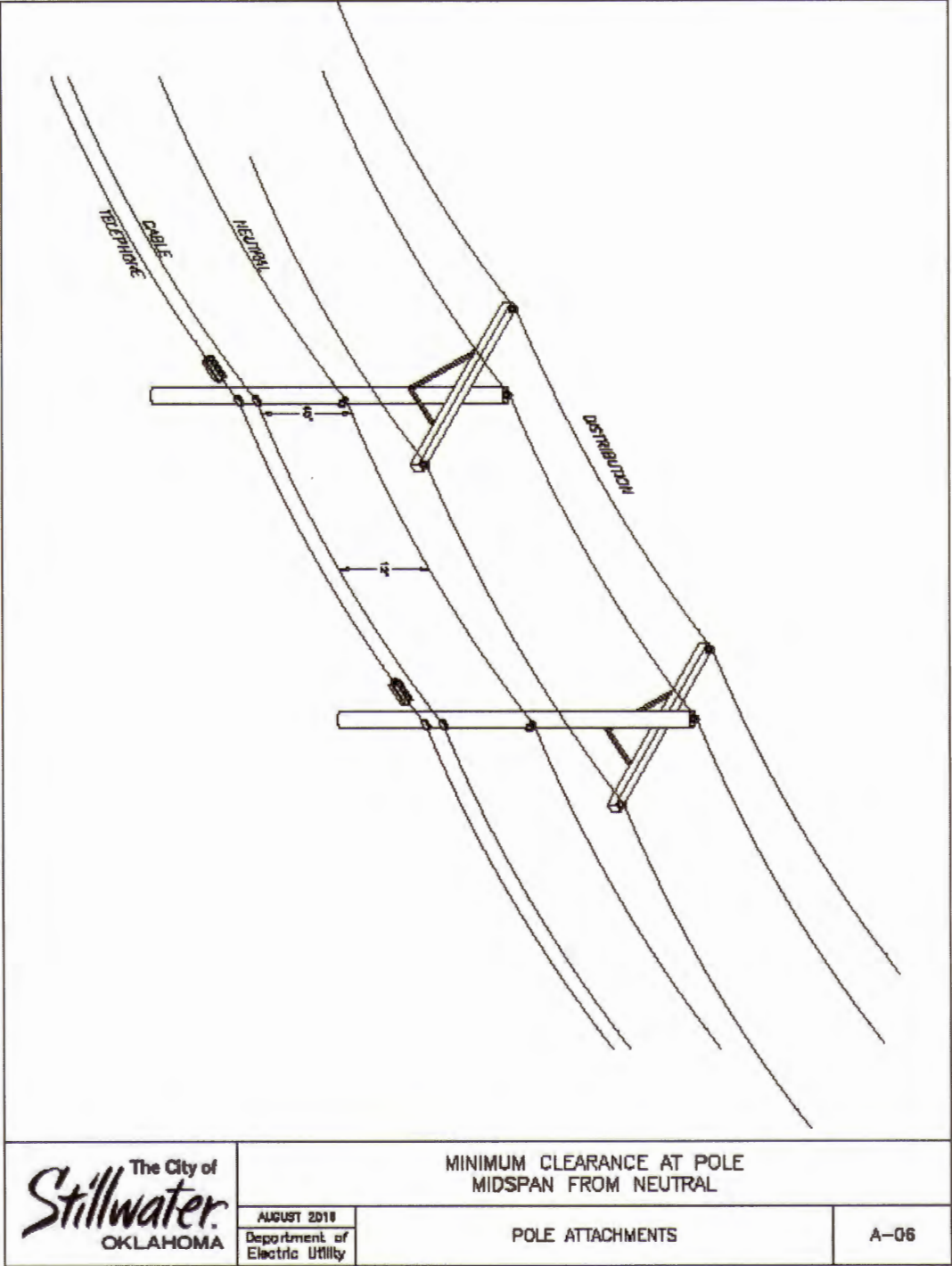


NOTE 1:

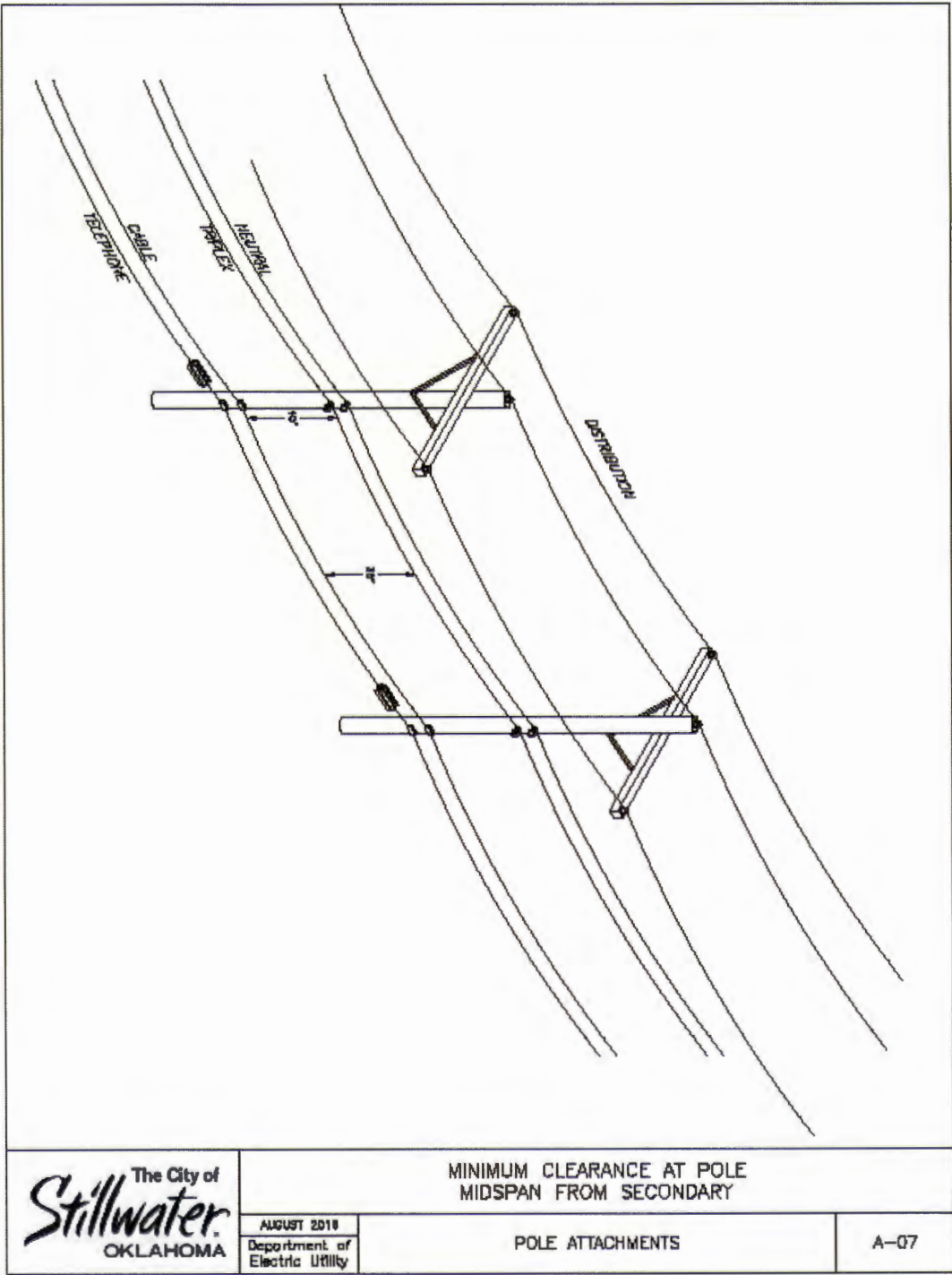
1. The installation shall comply with all applicable electrical codes and signs, city, village, town, and SEU requirements.
2. Service entrance conductors shall extend 30" beyond weatherhead and have 600 volt rated insulation.
3. Communication power supply cable
4. Communication power supply.
5. 6" maximum between service entrance conduit and communications conduit if power and communications are run together.
6. Grounding shall be in accordance with National Electric Code Article 250. Top of rod to be 6" below grade.
7. Location of all licensee equipment to be approved by SEU and shall be relocated by licensee if incorrect.
8. Proof of compliance shall be appropriately certified, install disconnect and encasement protection with marker.
9. All meter on pole will be placed in right steel or aluminum arched conduit on the quarter face of the pole.
10. This service detail applies to all commercial users requiring power for pole mounted devices.

	POWER SERVICE		
	AUGUST 2010 Department of Electric Utility	POLE ATTACHMENTS	A-05

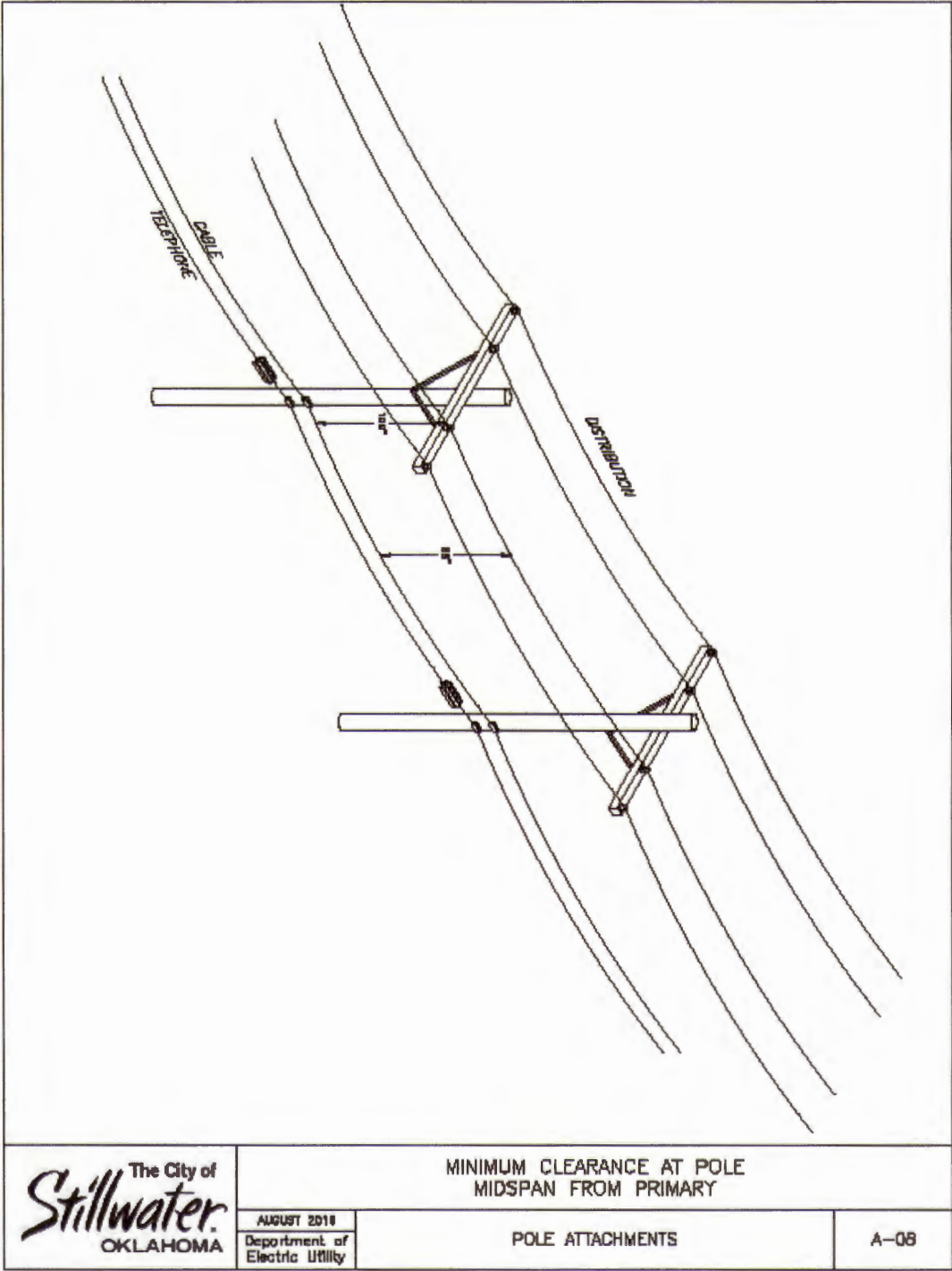
Drawing A-06 — Minimum Clearance at Pole/Midspan from Neutral



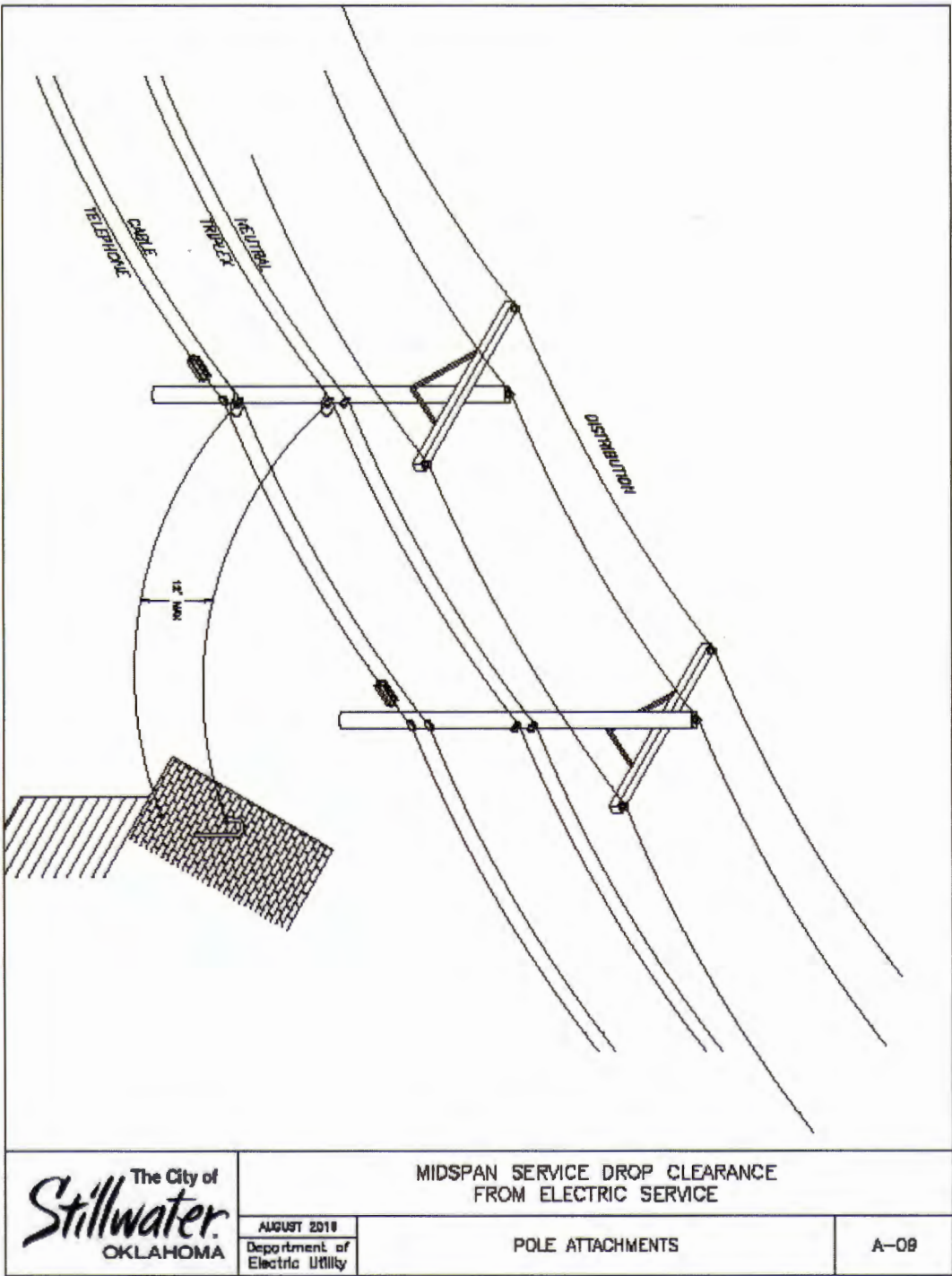
Drawing A-07 — Minimum Clearance at Pole/Midspan from Secondary



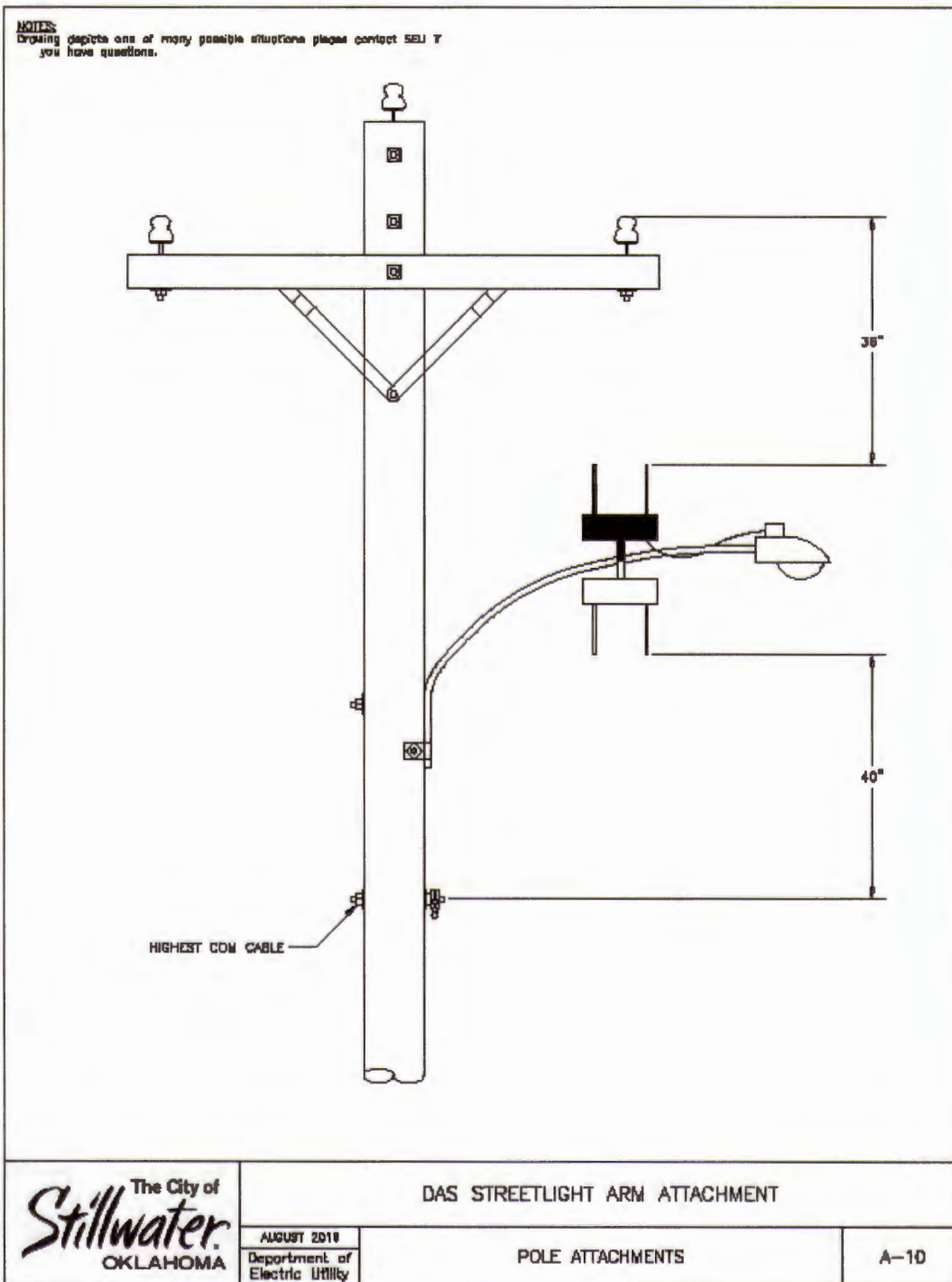
Drawing A-08 — Minimum Clearance at Pole/Midspan from Primary



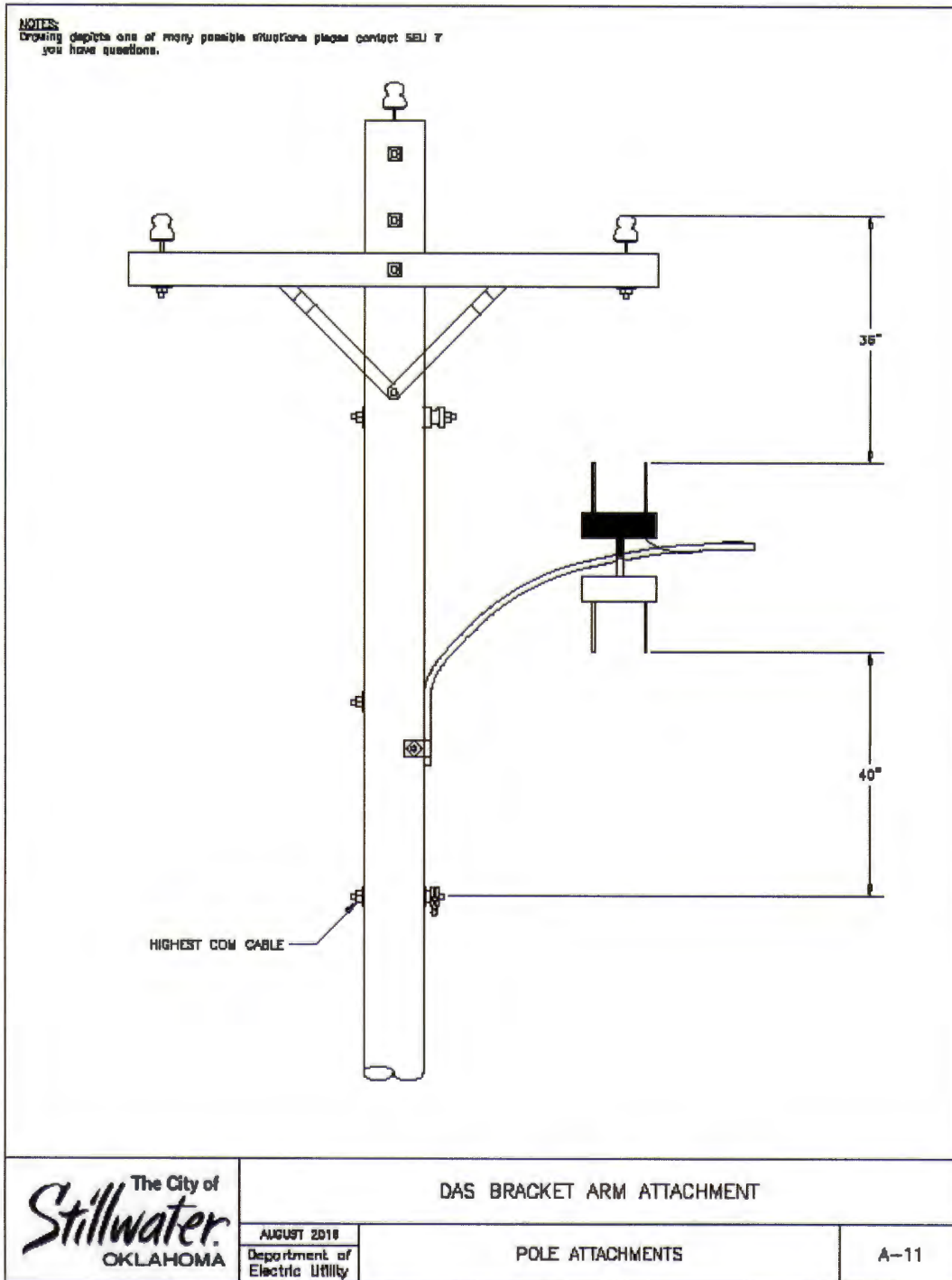
Drawing A-09 — Midspan Service Drop Clearance from Electric Service



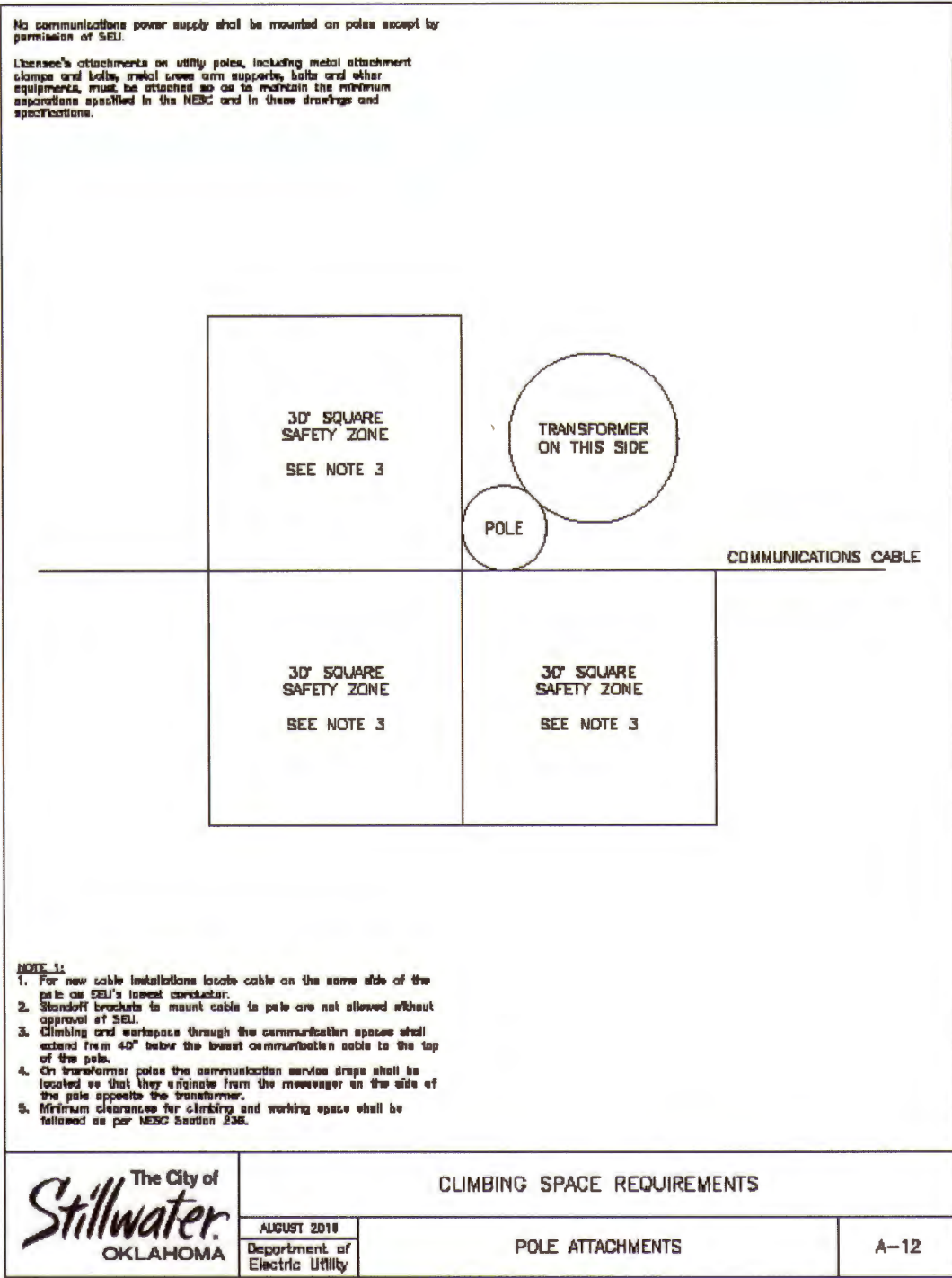
Drawing A-10 — DAS Streetlight Arm Attachment



Drawing A-11 — DAS Bracket Arm Attachment



Drawing A-12 — Climbing Space Requirements



POLE ATTACHMENT BOND

Bond No.: 800150415

KNOW ALL MEN BY THESE PRESENTS,

THAT Clarity Telecom, LLC dba Bluepeak, as Principal, and
Atlantic Specialty Insurance Company,
having its executive office in 605 Highway 169 North, Suite 800 Plymouth, MN 55441,
as Surety, are held and firmly bound unto Stillwater Utilities Authority
411 East 3rd Avenue, Stillwater, OK 74074, hereinafter referred to as Obligor, in the penal sum of
Thirty Thousand Six Hundred Fifty Two Dollars and 00/100 DOLLARS
(\$30,652.00) for the payment of which, well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents, the liability of the Surety being limited to said penal sum regardless of the number of years
this bond remains in force or is renewed, of the number of premiums that shall be payable or paid,
the number of Subscribers to the system and/or legal fees which may be required and incurred.

WHEREAS, Principal has entered into a written agreement with the Obligor for the use of its poles in
connection with the furnishing of telecommunications services, which agreement sets forth the terms
and conditions which govern the use of such poles, which agreement is hereby specifically referred to
and made part hereof, with like force and effect as if herein at length set forth.

NOW THEREFORE, the condition of this obligation is such, that if the above bound Principal shall
perform in accordance with the aforesaid agreement, then this obligation shall be void, otherwise to
remain in full force and effect unless cancelled or terminated as set forth below.

This bond may be terminated or cancelled by Surety by giving thirty (30) days prior notice in writing
from Surety to Principal and said Obligor, such notice to be given by certified mail. Such termination
or cancellation shall not affect any liability incurred or accrued under this Bond prior to the effective
date of such termination or cancellation.

AND PROVIDED FURTHER that no action, suit or proceeding shall be had or maintained against
the Surety on this instrument unless the same be brought or instituted and process served upon the
Surety within twelve months after cancellation of this bond as set forth in the preceding paragraph.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this
22nd day of February, 2024.

WITNESS:

[Signature]
NAME

Clarity Telecom, LLC dba Bluepeak
PRINCIPAL
BY: [Signature]
VP
TITLE

Location:
Stillwater Z4 DA36 AER (79 poles)
OCCROW24-0005_POLATT24-0003 (79 Attachments)

Atlantic Specialty Insurance Company
SURETY
BY: Michelle Deligne
Michelle Deligne, Attorney-in-Fact





Power of Attorney

Surety Bond No: 800150415

Principal: Clarity Telecom, LLC dba Bluepeak

Obligee: Stillwater Utilities Authority

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Michelle Deligne, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

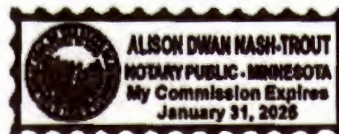
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 22nd day of February, 2024.



Christopher V. Jerry, Secretary



**Marsh McLennan
Agency**

**Marsh & McLennan Agency LLC
Southeast**

Telephone 800-226-4522

PLEASE PAY FROM THIS INVOICE.

PAYMENT IS DUE ON RECEIPT.

INCLUDE INVOICE # WITH PAYMENT

PLEASE REMIT PAYMENT USING ONE OF THESE OPTIONS

Check payable to:
Marsh & McLennan Agency, LLC
PO Box 744833, Atlanta, GA 30374-4833

Credit Card/echeck
<https://serviceapi.securfee.com/marshmma>
3rd party fee applies

Express/Overnight/Courier Delivery: MMA J. Smith Lanier Premium Fund Trust, Bank of America Lockbox Services, Lockbox 744833, 6000 Feldwood Road, College Park, GA 30349

ACH/Wire
Routing #071000039 (ACH) / 026 00959 3 (Wire)

Account name & number:
MMA- J. Smith Lanier Premium Fund Trust
8188593104

Bank: Bank of America NA
2000 Clayton Rd. Bldg D
Concord, CA 94520-2445

----- INVOICE -----

Clarity Telecom, LLC
4600 S. Ulster Street, Suite 1300
Denver, CO 80237

Invoice Date 02/22/24
Invoice No. 2590182
Bill-To Code CLARITELEC1
Client Code CLARITELEC1
Inv Order No. 750*3225566

Named Insured: Clarity Telecom, LLC dba Bluepeak

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: Marsh & McLennan Agency LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
02/22/24	02/22/24 to 02/22/25	Atlantic Specialty Insurance Co. Policy No. 800150415 *New - CL License Bond \$30,652 Stillwater Utilities Authority Pole Attachment Bond - Z4_DA36_AER (79 poles) OCCROW24 0005_POLATT24-0003 (79 Attachments) Invoice Number: 2590182 Amount Due:	613.00 613.00

***Premiums Due and Payable on Effective Date**

REPORT TO: STILLWATER UTILITIES AUTHORITY

MEETING DATE: MARCH 25, 2024



Agenda Item:	2.d. SUA-24-13
Previous/Related Action:	
Background/Issue:	The Stillwater Energy Center uses three Wartsila 18V50SG engine/generators to produce electricity. The engines' primary components, control systems, and many of the auxiliary components are manufactured by Wartsila. In the fall, staff is planning to perform the first major overhaul on each unit during the 18,000 hour service interval. During the service interval, each cylinder head (54) will be removed and overhauled, each piston crown will be replaced (54), each Cylinder Liner will be inspected and honed (54), and the charge air coolers will be disassembled, cleaned, and inspected (6). These are only a few of the many inspections, tests, and equipment parts that will be replaced during the service interval. Staff is preparing to procure the long lead time equipment parts for each engine. The maintenance services and equipment parts can only be purchased from Wartsila.
Proposal/Solution:	Staff is requesting approval to purchase equipment parts up to \$1,345,000 from Wartsila. Staff is planning to return in the near future to seek expenditure approval for the required Wartsila service engineer and service work.
Financial Source/Impact:	The funds necessary for the major overhaul project have been collected from the GRDA Variable Operation and Maintenance Payments provided monthly since 2016 and placed into an account in the electric rate stabilization fund. Funds are available in the electric rate stabilization fund and will be appropriated by approval of the attached budget amendment.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

Recommended Action/Motion:	Motion to authorize expenditures for equipment parts up to \$1,345,000 from Wartsila for the three 18V50SG engine/generators at the Stillwater Energy Center and approve budget amendment appropriating \$1,345,000 from the Electric Rate Stabilization fund.
Prepared By:	Loren Smith, Electric Utility Dir.
Reviewed By:	Loren Smith Teresa Kadavy
Submitted By:	Kimberly Meek, General Manager

Attachments

1. Electric - 18000 Hr Service Interval - 3.25.2024 - Expenditure

Budget Amendment Request
For Budget Year _____

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	-				
	-				
	-				
	-				
	-				
Decrease:	-				
	-				
	-				
	-				
	-				

Net Change: (will usually result in a total increase or decrease)

Reviewed by Department Manager: Lo Smith

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--