



STILLWATER UTILITIES AUTHORITY AGENDA

July 11, 2022
723 S Lewis Street
Room 1122B
Stillwater, OK 74074

5:30 P.M. or immediately following the City Council meeting

Chair Will Joyce, Vice Chair Alane Zannotti, Trustees Amy Dzialowski, Christie Hawkins & Kevin Clark

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 Trustees 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 minutes of June 13, 2022		
b.	Approve and authorize General Manager to execute Pole Attachment Licensing Agreement #4 with Blue Peak	SUA-22-38	Loren Smith
c.	Approve and authorize General Manager to execute Pole Attachment Licensing Agreement #5 with Blue Peak	SUA-22-39	Loren Smith
d.	Approve budget amendment transferring out \$150,000 to the General Fund to cover the FY2022-23 Fraternal Order of Police Local #102 labor contract	SUA-22-41	Christy Driskel

3. Public Comment

*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 Consent

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. General Orders

The Trustees will hear a staff presentation, discuss and take action including a vote or series of votes, on each item listed as presented or as amended or revised by the Trustees unless the agenda entry specifically states that no action will be taken. The requested Trustees action is indicated in each agenda entry but may be amended or revised prior to action by the Trustees.

a.	Receive annual report from Rural Water Advisory Board		Robert Sitton
b.	Consider bid award to Terex for two digger derrick trucks in the amount of \$574,902 for the electric distribution department; authorize City Manager to execute the contract; and authorize expenditures up to \$600,000, including contingency	SUA-22-40	Loren Smith

6. Reports from Officers and Boards

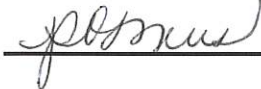
Announcements and remarks of general interest may be made by Trustees, the General Manager, or the General Counsel. Items of City business that may require discussion or action including a vote or series of votes are listed below.

- a. Miscellaneous items from the General Counsel
- b. Miscellaneous items from the General Manager
- c. Miscellaneous items from the Trustees
 - i. Discussion about scheduling items for future meetings.

7. Questions and Inquiries

8. Adjourn

On 07.08.22 at 8:35, 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 405.742.8209.

- Meetings are televised on AT&T U-verse channel 99 and Suddenlink channel 14.
- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk's office.
- Go to [eNotifications](#) for email notices when an agenda is posted. Select each elected or appointed board or committee for which you would like to receive notices.

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW THE AGENDA
WAS POSTED JUNE 9, 2022 AT 4:15 P.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JUNE 13, 2022**

PRESENT: CHAIR WILLIAM H. JOYCE, VICE CHAIR ALANE ZANNOTTI
TRUSTEES AMY DZIALOWSKI, CHRISTIE HAWKINS AND KEVIN CLARK
ABSENT: NONE

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 6:18 p.m.

2. CONSENT DOCKET

- a. Approve minutes of June 6, 2022
- b. Approve budget amendment transferring out \$150,000 to the General Fund to cover the FY2022-23 International Association of Fire Fighters Local #2095 labor contract
- c. Approve FY22-23 contract extension with Air Products and Chemicals, Inc. for the supply and delivery of liquid oxygen at the rate of \$0.52 per 100 scf and authorize the General Manager to sign contract documents
- d. Approve the expenditure for legal fees to Nixon Peabody LLP in the amount of \$85,000 for the preparation of the preliminary official statement for the Series 14A Revenue Bond.

Councilor Clark removed item d. from the consent docket.

MOTION BY TRUSTEE CLARK, SECOND BY TRUSTEE HAWKINS TO APPROVE THE CONSENT DOCKET MINUS ITEM D.

ROLL CALL VOTE: JOYCE-YEA, ZANNOTTI-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA. NAY-NONE. MOTION CARRIED WITH FIVE 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

Approve the expenditure for legal fees to Nixon Peabody LLP in the amount of \$85,000 for the preparation of the preliminary official statement for the Series 14A Revenue Bond.

MOTION BY TRUSTEE DZIALOWSKI, SECOND BY TRUSTEE HAWKINS TO APPROVE ITEM D. FROM THE CONSENT DOCKET.

ROLL CALL VOTE: JOYCE-YEA, ZANNOTTI-YEA, DZIALOWSKI-YEA, HAWKINS-YEA.

NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES. TRUSTEE CLARK RECUSED FROM VOTING

5. GENERAL ORDERS

- a. Consider recommendation to engage with OMAG for FY23 property and casualty needs in the amount of \$549,475

MOTION BY TRUSTEE HAWKINS, SECOND BY TRUSTEE DZIALOWSKI TO ENGAGE WITH OMAG FOR FY23 PROPERTY AND CASUALTY NEEDS IN THE AMOUNT OF \$549,475.

ROLL CALL VOTE: JOYCE-YEA, ZANNOTTI-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- b. Approve budget amendments increasing the electric purchase power expenditure account by \$1,365,000 with an offsetting revenue increase of \$900,000 and a decrease of \$465,000 in transfers from the SUA Operating Fund to the Electric Rate Stabilization Fund

Deputy City Manager Melissa Reames reported that on June 7, 2021, Trustees approved the annual expenditure request for wholesale power purchase for FY22 not to exceed \$24,755,000. On September 13, 2021, Trustees increased the expenditure limit to \$28,324,176 to account for winter storm Uri purchase power costs. Ms. Reames stated that on April 18, 2022, Trustees increased the expenditure limit to \$32,674,176 and the current modeling indicates that expenditures for purchase power to GRDA will exceed this amount by approximately \$1,365,000. This is believed to be related to the unexpected natural gas increase over the last several months, which is projected to continue well into the future.

MOTION BY TRUSTEE HAWKINS, SECOND BY TRUSTEE CLARK TO APPROVE BUDGET AMENDMENTS INCREASING THE FY22 EXPENDITURE LIMIT FOR PURCHASE POWER FROM GRDA BY \$1,365,000 (NOT TO EXCEED AMOUNT OF \$34,039,176), INCREASING ELECTRIC SALES REVENUE BY \$900,000 AND DECREASING TRANSFERS FROM THE SUA OPERATING FUND TO THE ELECTRIC RATE STABILIZATION FUND BY \$465,000.

ROLL CALL VOTE: JOYCE-YEA, ZANNOTTI-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- c. Approve budget amendments increasing the FY22 expenditure limit to Enable for natural gas transport and supply to a not to exceed amount of \$6,575,000

Deputy City Manager Melissa Reames reported that on June 7, 2021, Trustees authorized expenditures to Enable for natural gas transport and supply not to exceed \$1,075,000 for FY22. On October 18, 2021 that amount was increased to \$3,775,000 and on May 5, 2022 that amount was increased to \$6,075,000. Ms. Reames stated that budget amendments have been prepared to increase the natural gas expenditure account by \$500,000.

MOTION BY TRUSTEE CLARK, SECOND BY TRUSTEE HAWKINS TO APPROVE BUDGET AMENDMENTS INCREASING THE FY22 EXPENDITURE LIMIT TO ENABLE FOR NATURAL GAS TRANSPORT AND SUPPLY TO A NOT TO EXCEED AMOUNT OF \$6,575,000.

ROLL CALL VOTE: JOYCE-YEA, ZANNOTTI-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- d. Consider award of FY22-23 chemicals bid for the Water Treatment Plant as indicated below and authorize General Manager to sign contract documents:

Ferric Sulfate	Pennco, Inc.	\$540/dry ton
Chlorine Gas	Brenntag Southwest	\$1,870/ton
Sodium Silico-Fluoride	Chemrite, Inc.	\$4,780/ton
Calcium Oxide	US Lime Company	\$200/ton
Polymer	Brenntag Southwest	\$0.749/pound
Carbon Dioxide	Linde, Inc.	\$250/ton
Anhydrous Ammonia	Airgas Specialty	\$1.23/pound

Water Utilities Director James Driskel stated that the supply of chemicals to the Stillwater Water Treatment Plant is a requirement for providing safe, high quality and compliant drinking water to SUA direct customers and bulk users. These chemicals are contracted annually. He reported that chemical bids were solicited and received on June 1, 2022. The low bids listed above were determined to be in compliance with bid specifications.

MOTION BY VICE CHAIR ZANNOTTI, SECOND BY TRUSTEE HAWKINS TO AWARD THE FY23 CHEMICAL BID AT PRICING AS PROVIDED ABOVE AND AUTHORIZE THE GENERAL MANAGER TO SIGN ALL CONTRACT DOCUMENTS.

ROLL CALL VOTE: JOYCE-YEA, ZANNOTTI-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

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. QUESTIONS & INQUIRIES

None.

8. ADJOURN

MOTION BY TRUSTEE HAWKINS, SECOND BY TRUSTEE DZIALOWSKI TO ADJOURN THE JUNE 13, 2022 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

ROLL CALL VOTE: JOYCE-YEA, ZANNOTTI-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

The June 13, 2022 regular meeting of the Stillwater Utilities Authority adjourned at 6:44 p.m.

WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY

TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY

DRAFT



REPORT TO: SUA

MEETING DATE: JULY 11, 2022

Agenda Item:	2a. SUA-22-38
Prior Council Action/Related Items:	SUA Pole Attachment Agreement Resolution ROW Occupancy Agreement with BluePeak
Background / Issue:	- September 13, 2021 Council approved a Rights-of-Way occupancy agreement with BluePeak Broadband. - As BluePeak 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 the fourth of several agreements related to this project.
Proposal/Solution:	Authorize and execute Blue Peak Pole Attachment Licensing Agreement #4.
Financial Impact/Funding Source(s):	Each agreement will generate annual revenue in the amount of \$20 per pole.
Related Strategic Priority:	#4 Connected Spaces: To develop a strong sense of place that recognizes the interconnectedness of people, buildings, and public systems (such as transportation, utilities, and parks) that best serve the needs of the public. #5 Unique Culture: To cultivate partnerships that enhance the unique culture of Stillwater with equal access to services and amenities, strong and connected neighborhoods, and a thriving economy and business atmosphere.
Recommended Action/Motion:	Motion to approve and authorize the General Manager to execute Blue Peak Pole Attachment Licensing Agreement #4.
Prepared By:	Vernon Hall, Power Distribution Engineering Specialist Loren Smith, Electric Utility Director
Reviewed By:	Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, General Manager
Attachment(s):	Blue Peak Pole Attachment Licensing Agreement #4 (POLATT02-0002)

Stillwater Utilities Authority Pole Attachment Licensing Agreement

Original issue: 07/16/18

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Part One – Pole Attachment Licensing Agreement

This Pole Attachment Licensing Agreement (the “Agreement”) dated March 22, 2022 is made by and between the Stillwater Utilities Authority (“Utility”), located in the State of Oklahoma, and Clarity Telecom, LLC d/b/a Bluepeak (“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/ Licensor 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 Overlapping, 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 Overlapping 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: Clarity Telecom, LLC (d/b/a Bluepeak)
- 7979 E. Tufts Ave.
- Suite 850
- Denver, CO 80237
- 26.2 or to such other address as either party, from time to time, may give the other party in writing. 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:  _____

Title: _____

Title: Interim Chief Financial Officer

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

STATE OF [INSERT STATE]

COLORADO

: ss

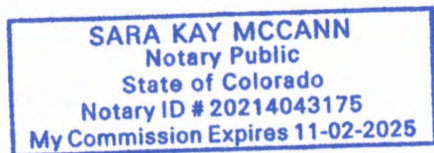
County of

DENVER

I, the undersigned, a Notary Public in and for the State of Colorado, hereby certify that on the 25th day of MARCH, 2022, personally appeared before me [NAME] MARK JAMES, [TITLE] Interim CFO 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.

Sara K. McCann



Notary Public in and for the

State of Colorado, residing at

Aurora, Colorado

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: 03/ 22 / 2022

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 448 Sheet 1 of 60

Licensee Name: Bluepeak

Address:

Contact Person: Matt Lanza Phone 331-431-8226

Title: Construction & Engineering Manager

Utility Contact Person: Vernon Hall Phone 405-742-8367

Title: Power Distribution 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 03/22/2022, 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: Darin Griggs Phone: 918.200.1459

Registration #: 20689

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 Construction & Engineer Mgr Title _____

Date 03/22/2022 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 reconducted 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):

 N/A (y/n) U.S. Corp of Engineers.
 N/A (y/n) Highway—state, county, city.
 N/A (y/n) Railroad.
 N/A (y/n) Local zoning boards, town boards, etc.
 N/A (y/n) Joint-use permits, if required.
 N/A (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]

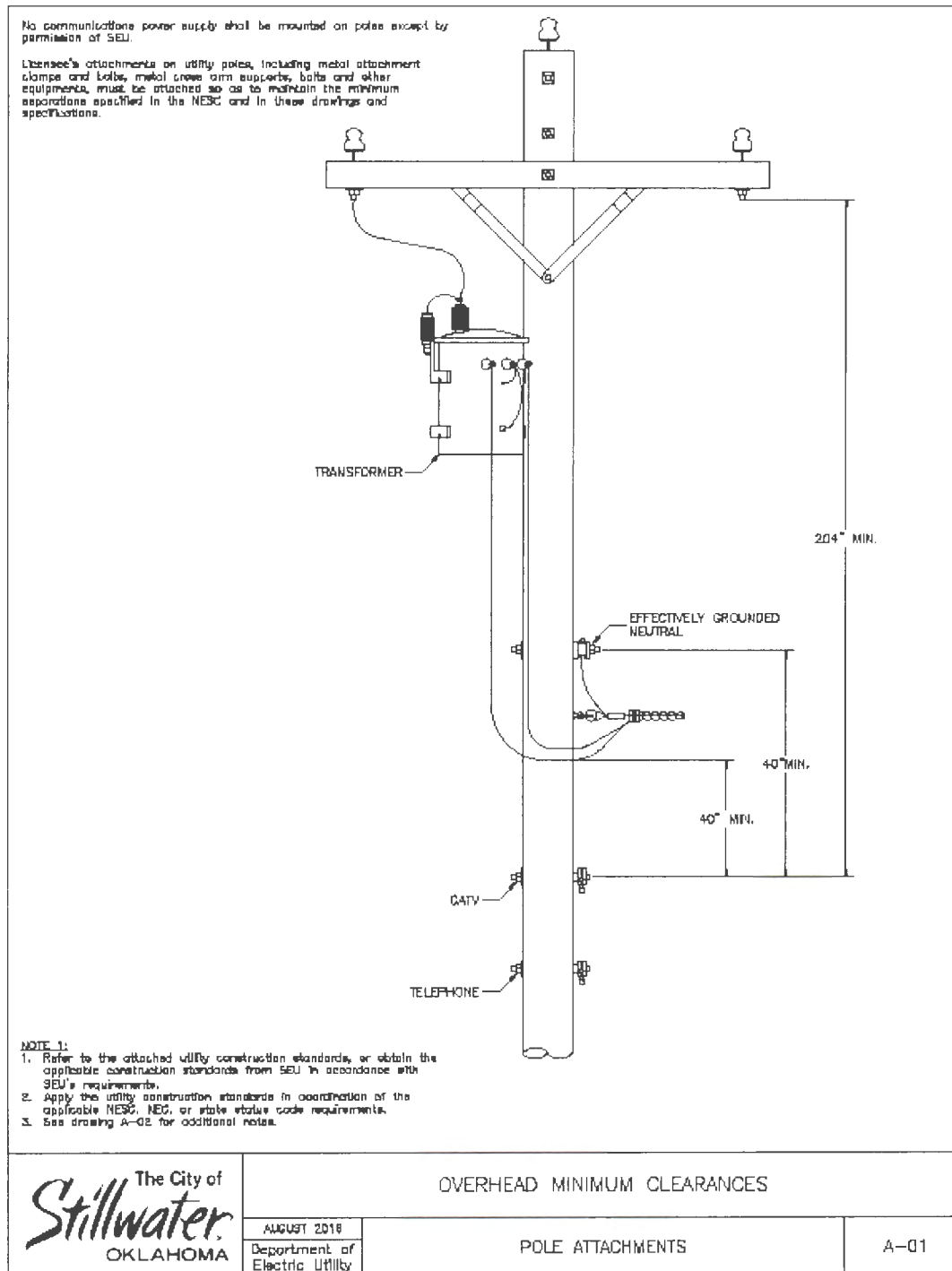
Rated anchor strength _____ [lbs]

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

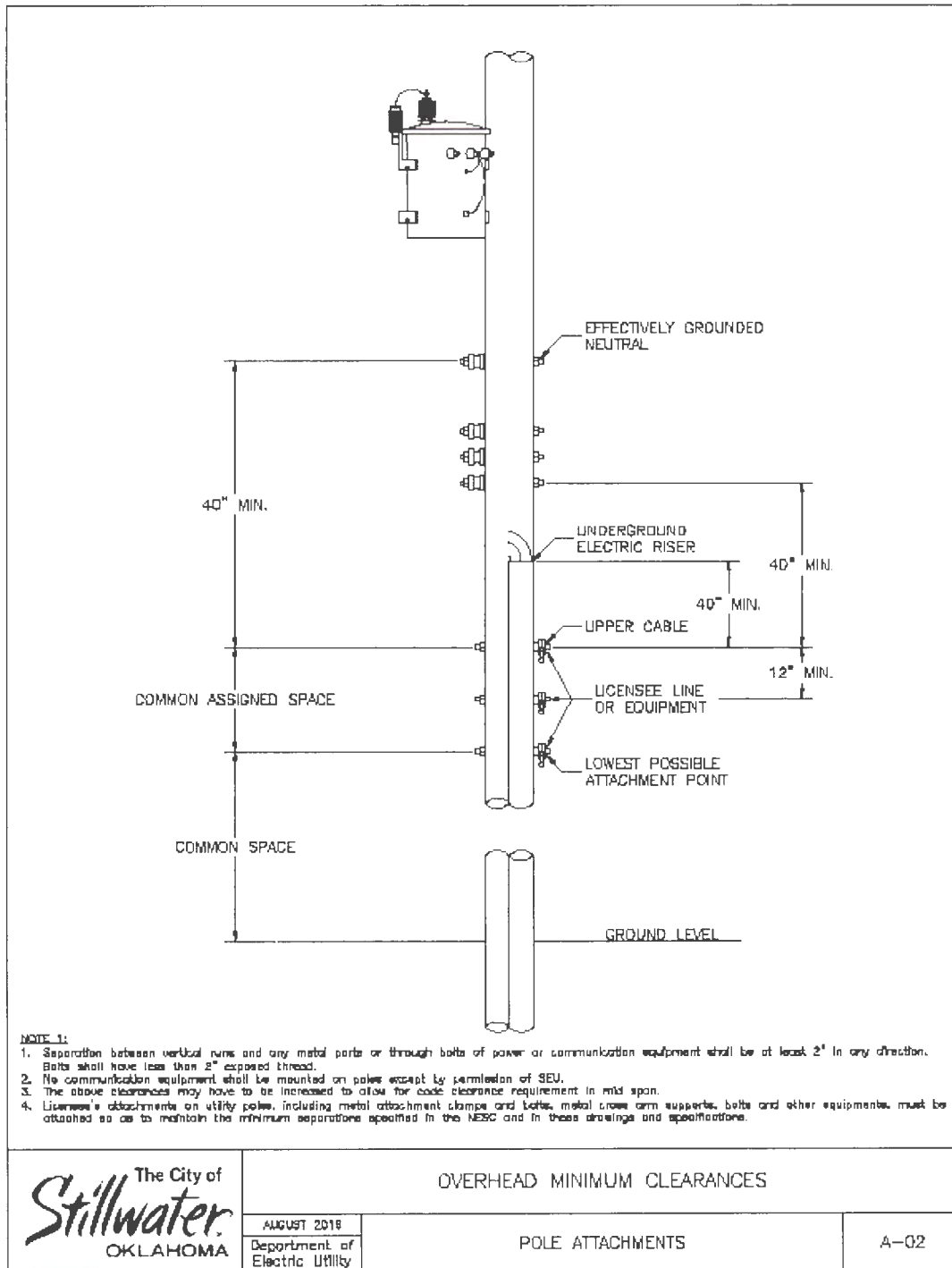
APPENDIX F - Field Data Summary Sheet Instructions

<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



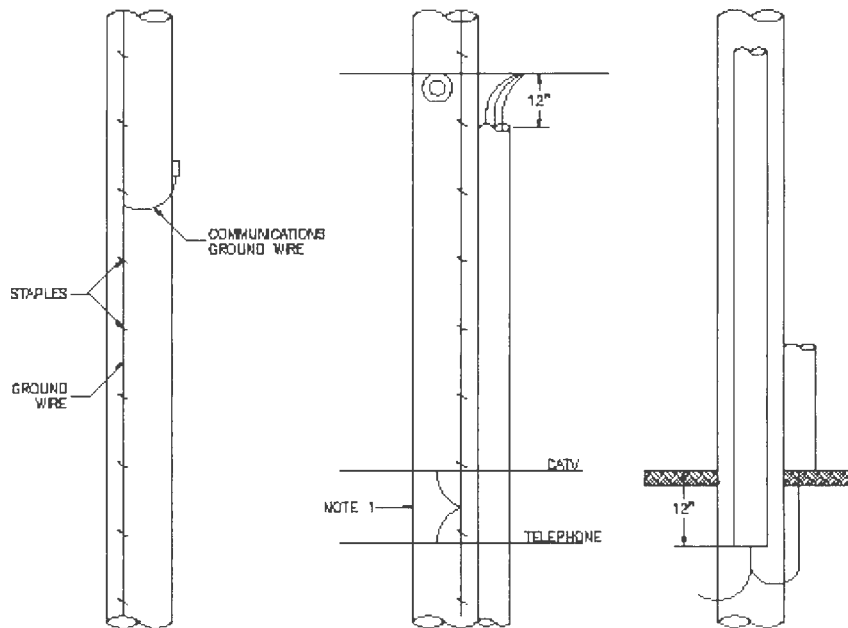
Drawing A-02 — Overhead Minimum Clearances



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:

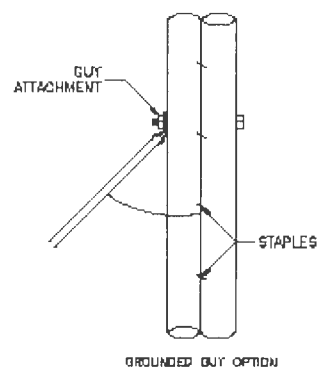
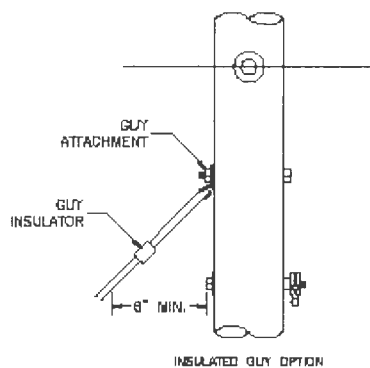
1. Licensee shall bond to utility pole ground whenever utility has a down ground on the pole. If the ground is under the metal U-guard, contact utility to make the ground connection.
2. If no pole ground exists install a pole down ground on the pole. Protect the pole ground with a ground wire meeting. Top of ground rod shall be at least 8" 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 this pole the attachers 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 2018 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 NESC and in these drawings and specifications.



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

NOTE 1:

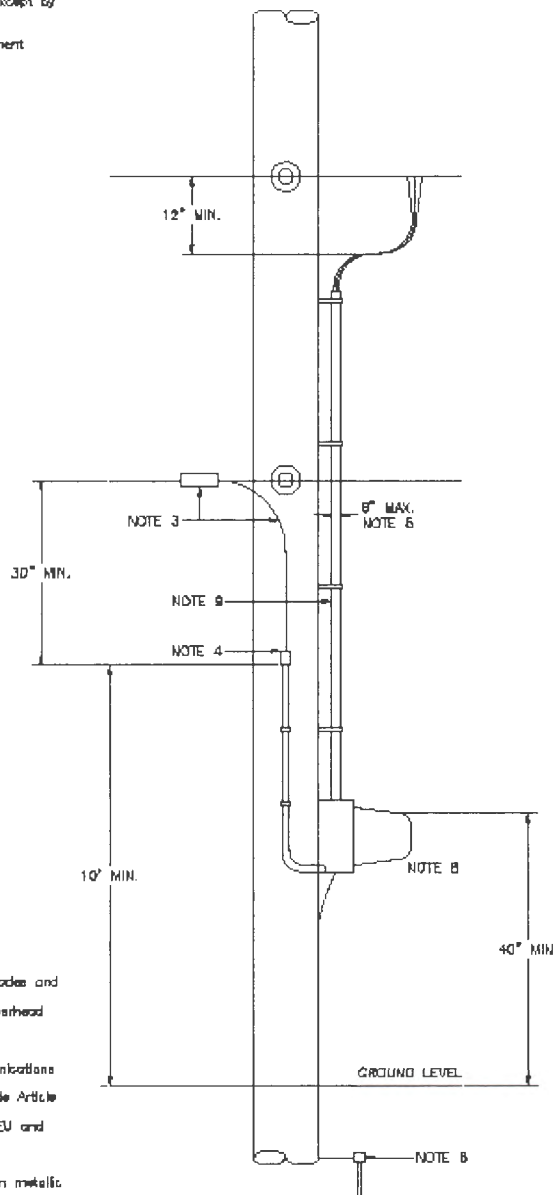
1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stresses placed on utility's poles licensee's attachments.
2. Anchors and guy wires must be set on each utility pole where there is a turn or angle and on all dead-end utility poles.
3. Licensee 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.

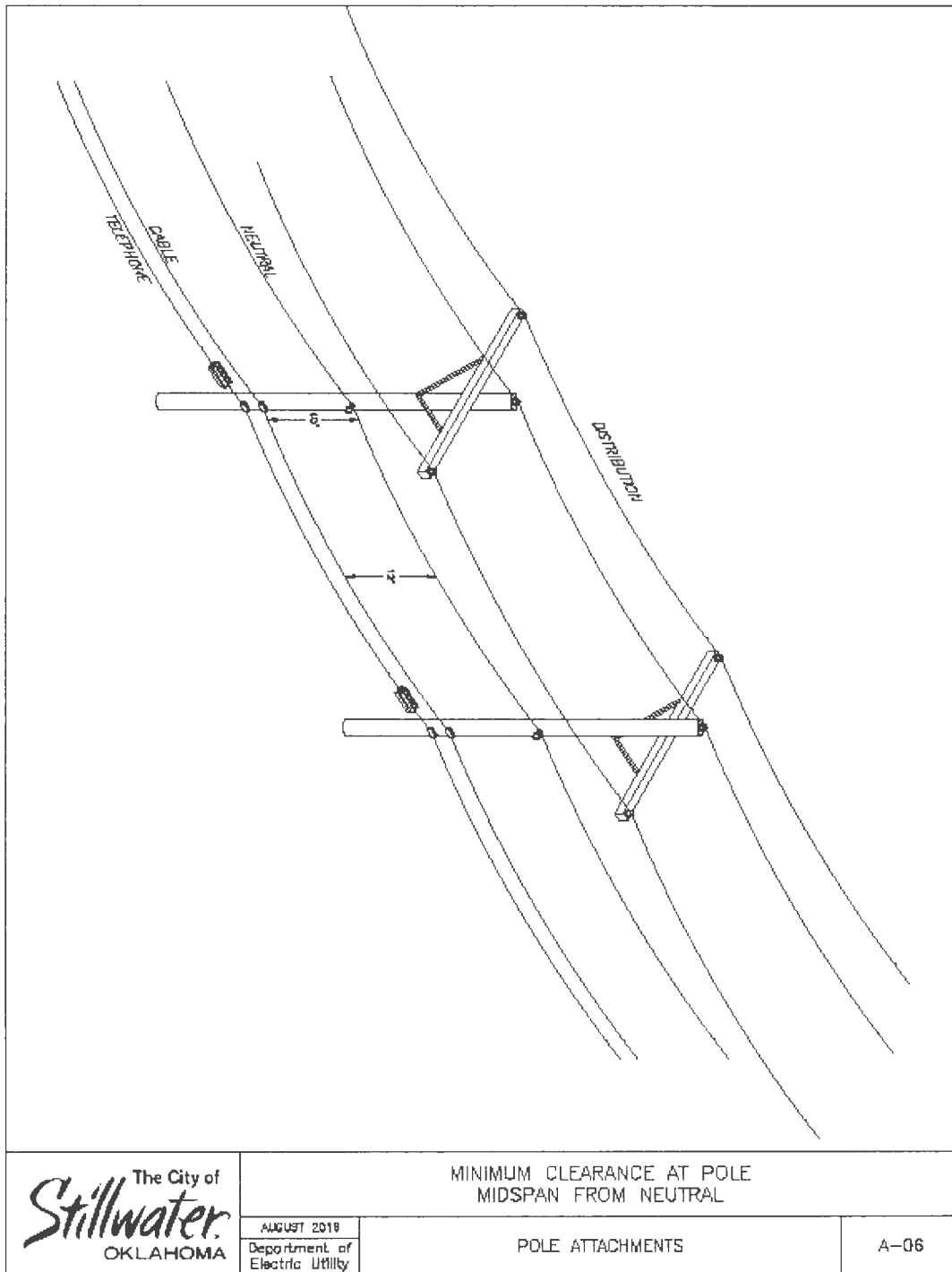


NOTE 1:

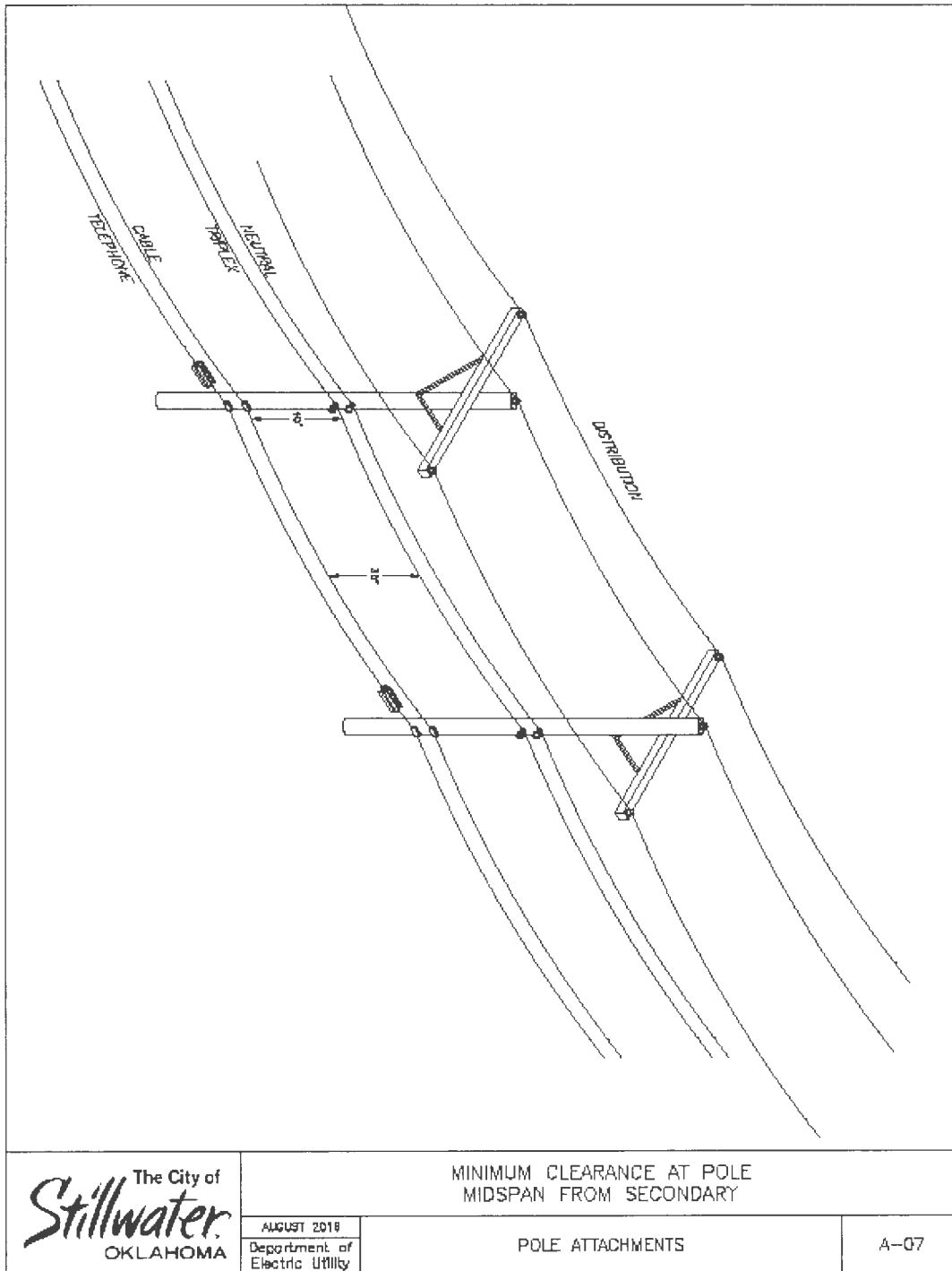
1. The metal enclosure shall comply with all applicable electrical codes and state, city, village, town, and SEU requirements.
2. Service entrance conductors shall extend 30" beyond weatherhead and have 600 volt rated insulation.
3. Communication power supply cable
4. Communication power supply.
5. 6" maximum between service entrance conduit and communications
6. Grounding shall be in accordance with National Electric Code Article 250. Top of rod to be 6" below grade.
7. Location of all license equipment is to be approved by SEU and shall be reboluted by licensee if incorrect.
8. Proof of compliance shall be appropriately certified. Install disconnect and overcurrent protection with meter.
9. All service wires shall be placed in rigid steel or aluminum metallic conduit on the quarter faces of the pole.
10. This service detail applies to all commercial users requiring power for pole mounted devices.

	POWER SERVICE		
	AUGUST 2018	POLE ATTACHMENTS	A-05
OKLAHOMA	Department of Electric Utility		

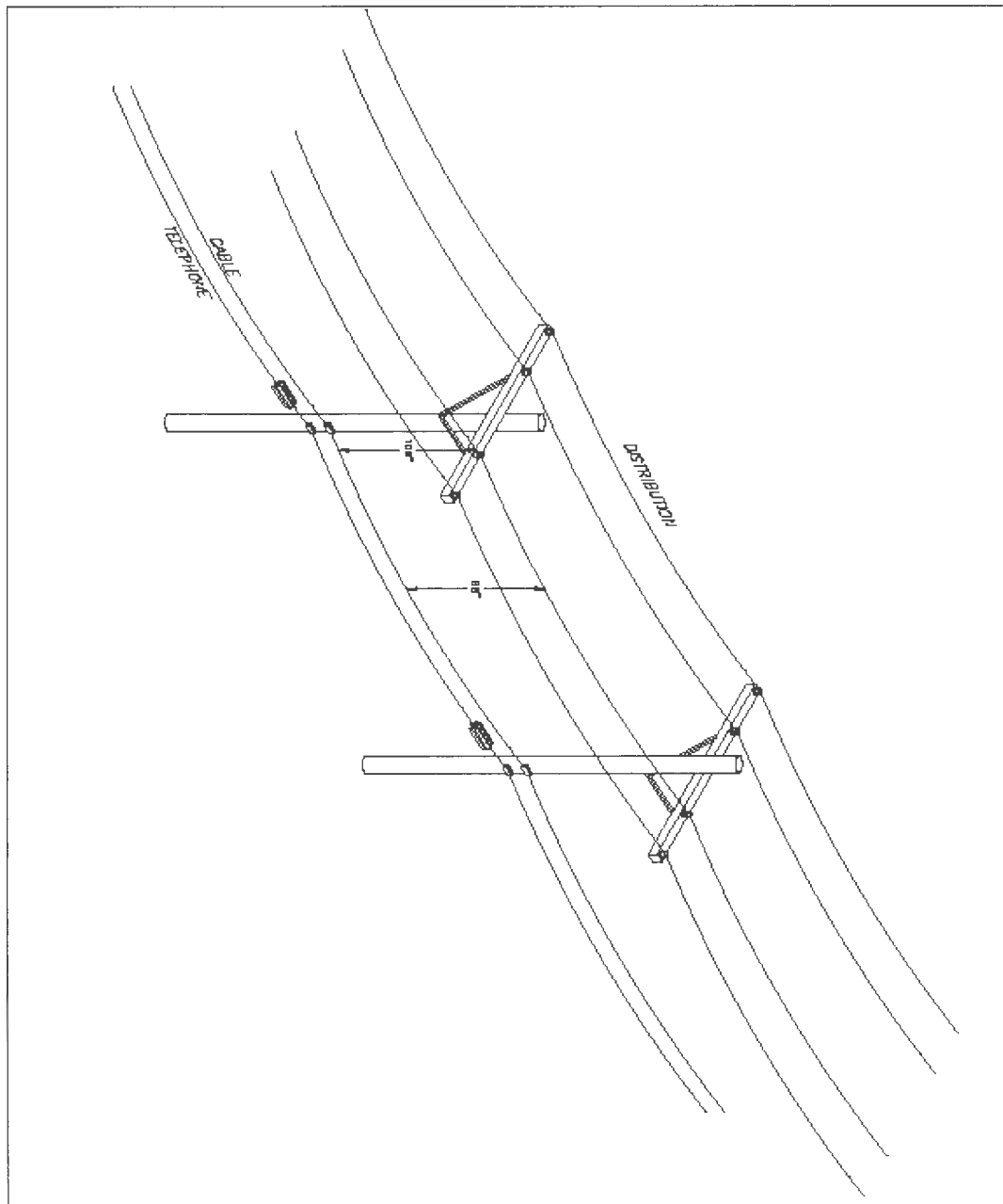
Drawing A-06 — Minimum Clearance at Pole/Midspan from Neutral



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

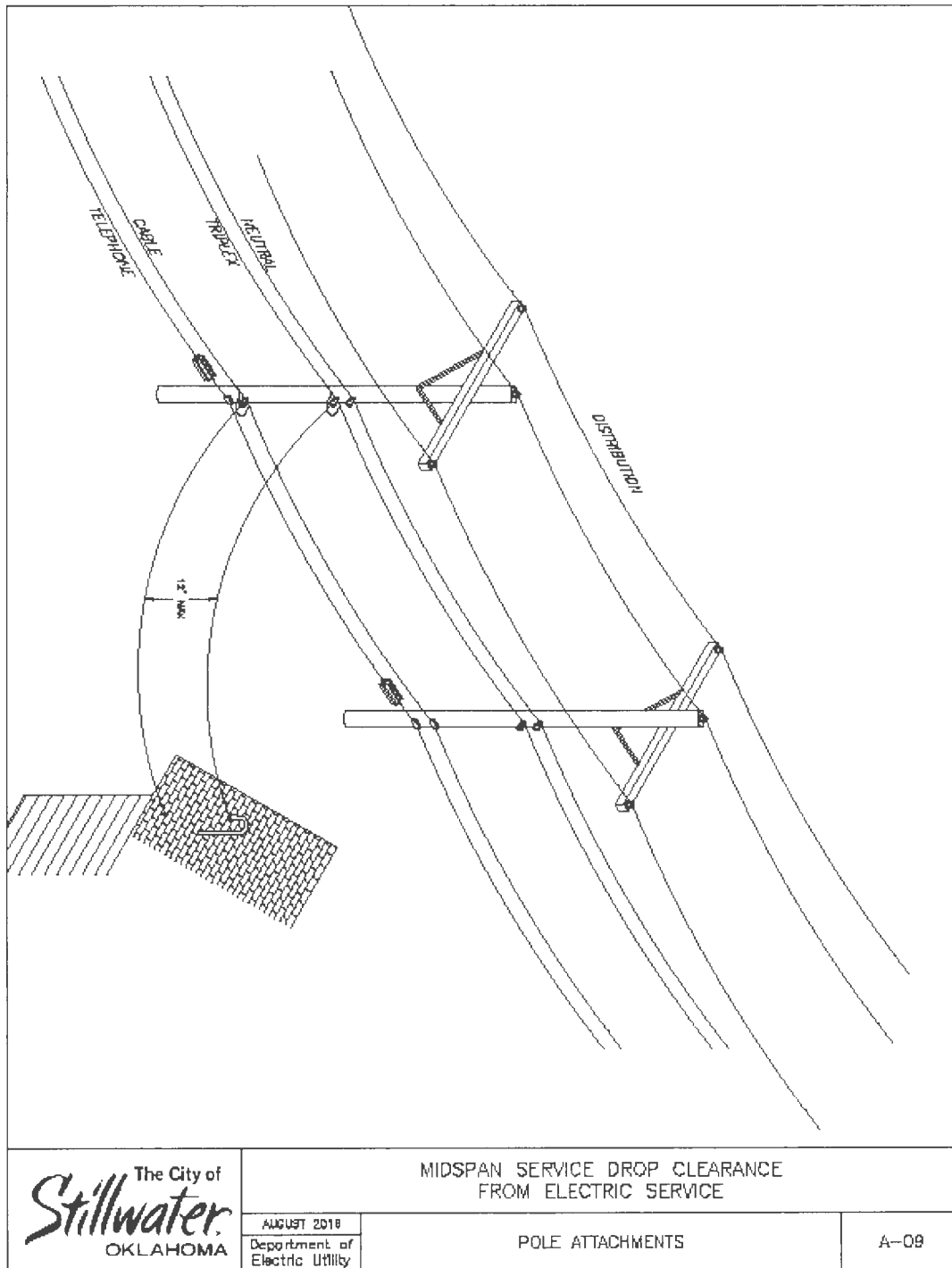


Drawing A-08 — Minimum Clearance at Pole/Midspan from Primary



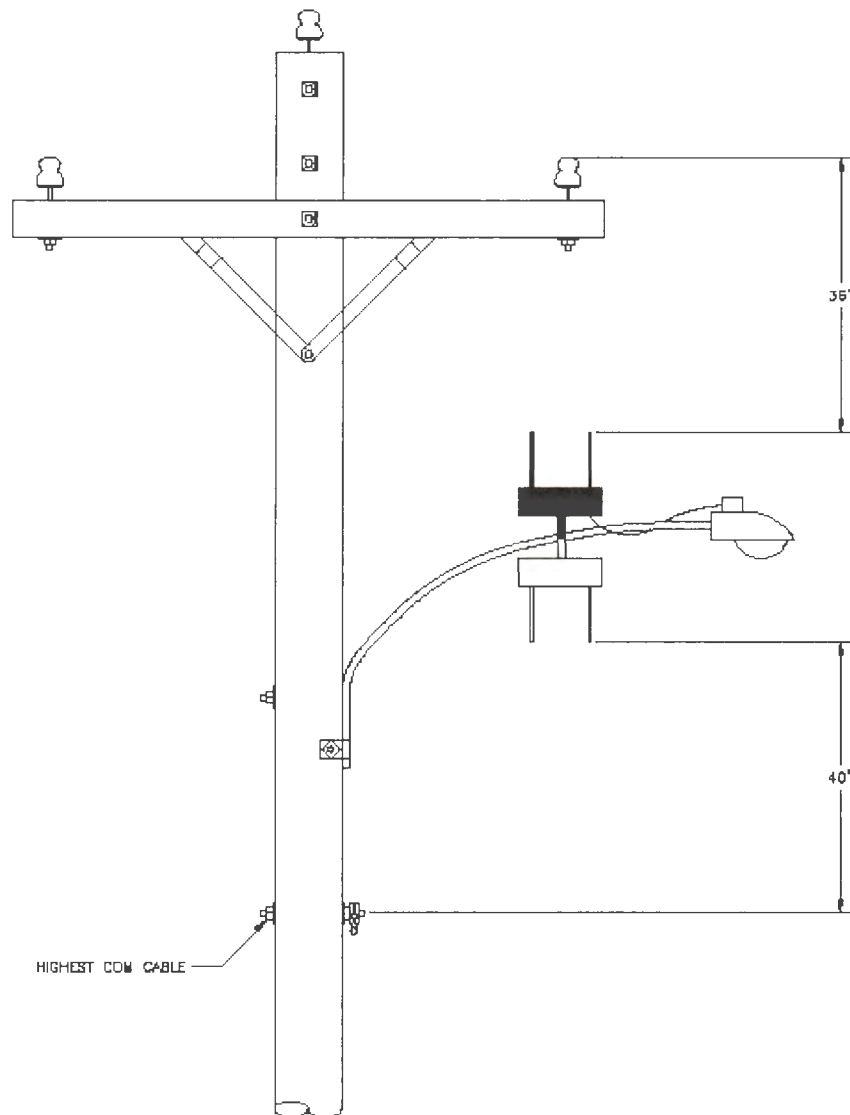
The City of Stillwater OKLAHOMA	MINIMUM CLEARANCE AT POLE MIDSPAN FROM PRIMARY		
	AUGUST 2018 Department of Electric Utility	POLE ATTACHMENTS	A-08

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



Drawing A-10 — DAS Streetlight Arm Attachment

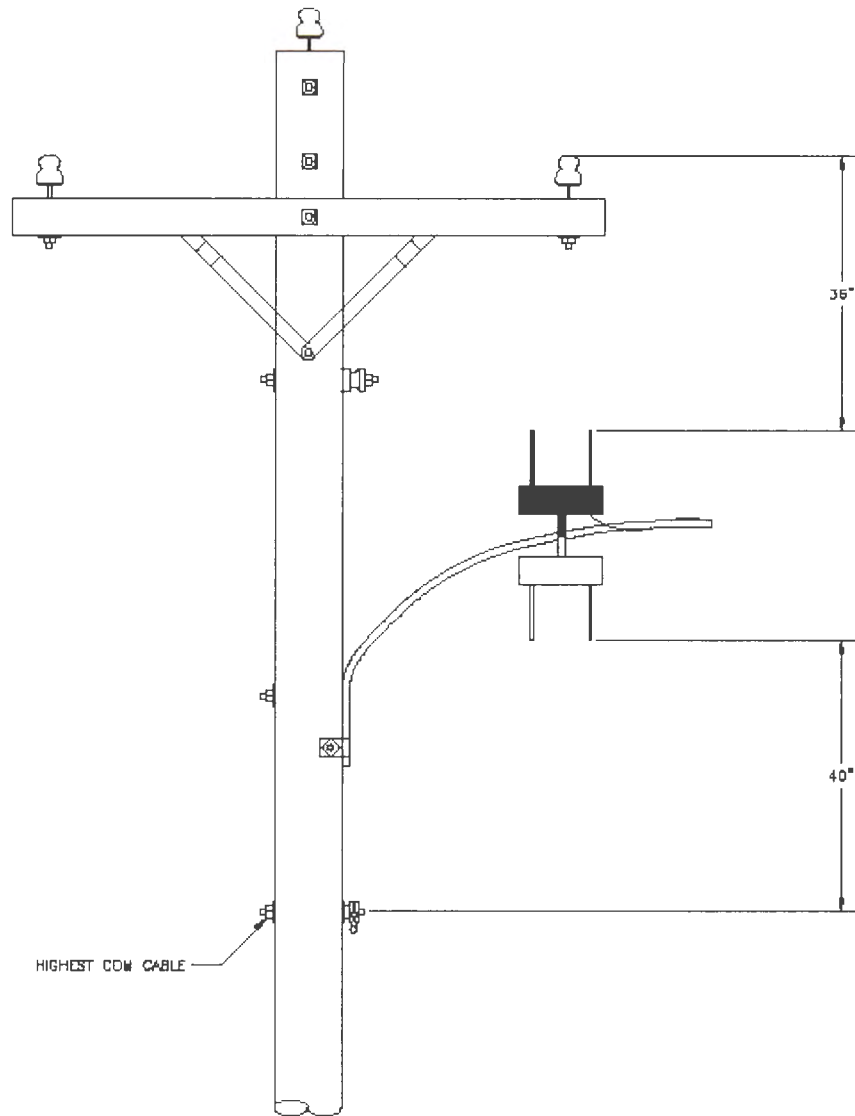
NOTES:
Drawing depicts one of many possible situations please contact SEU if
you have questions.



	DAS STREETLIGHT ARM ATTACHMENT		
	AUGUST 2018 Department of Electric Utility	POLE ATTACHMENTS	A-10

Drawing A-11 — DAS Bracket Arm Attachment

NOTES:
 Drawing depicts one of many possible situations please contact SEU if
 you have questions.



The City of
Stillwater
 OKLAHOMA

DAS BRACKET ARM ATTACHMENT

AUGUST 2018
 Department of
 Electric Utility

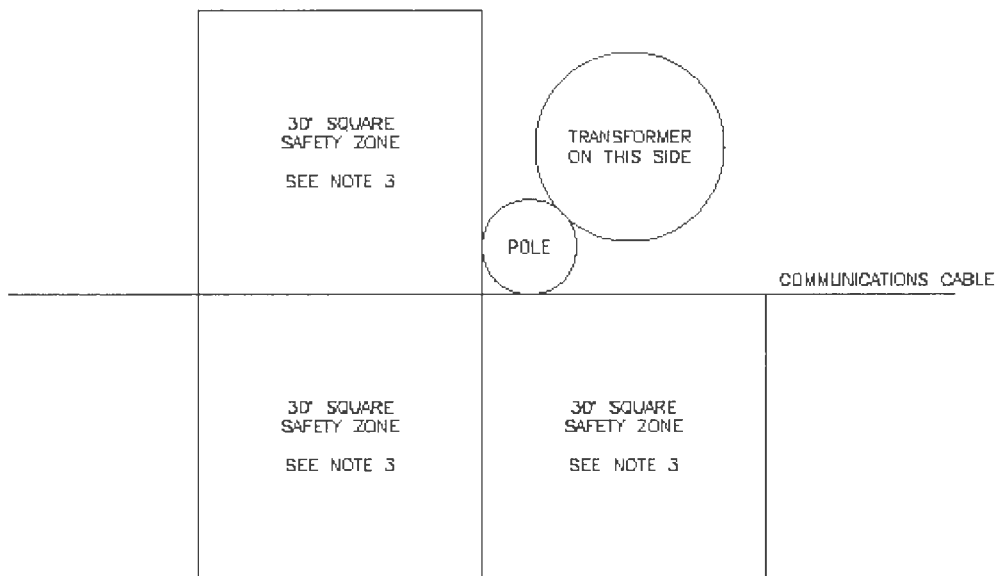
POLE ATTACHMENTS

A-11

Drawing A-12 — Climbing Space Requirements

No communication 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. For new cable installations locate cable on the same side of the pole as SEU's lowest conductor.
2. Standoff brackets to mount cable to pole are not allowed without approval of SEU.
3. Climbing and work space through the communication spaces shall extend from 40" below the lowest communication cable to the top of the pole.
4. On transformer poles the communication service drops shall be located so that they originate from the messenger on the side of the pole opposite the transformer.
5. Minimum clearance for climbing and working space shall be followed as per NESC Section 236.

	CLIMBING SPACE REQUIREMENTS		
	AUGUST 2018 Department of Electric Utility	POLE ATTACHMENTS	A-12

Sara McCann

From: Matt Lanza
Sent: Wednesday, March 23, 2022 10:07 AM
To: Mark James; Nick Wilkin; Sara McCann; Carolyn Hadden
Cc: Mike Harry
Subject: Re: Bluepeak - Stillwater Zone 2 Sections 8, 9, 13 & 14 Aerial Occupancy ROW Construction Permit
Attachments: Blue Peak Fourth Pole Attachment Agreement Cost_03102022 VLH.docx; Clarity Telecom - Stillwater Utilities SEU Pole Attachment Licensing Agreement Final Application For Permit_Stillwater_BP-Zone 2 Sections 8, 9, 13 & 14.pdf

All,
Following up and confirming that this was received and is in process.

Attached and below is an email from HBK in regards to the next agreement and bond submittal to Stillwater. For Bluepeak all that is required are the following pages:

1. Page 33, completion of authorized Licensee signature and title.
2. Page 35, completion of page and notary.
3. Article 18 – Insurance, need to provide required insurance documentation.
4. Completion of Performance Bond/Letter of credit.

Please complete sign, notarize and secure bond at your earliest convenience.
Let me know if you have any questions and keep me posted on the status.

Nick/Sara,
Just like the 3 previous submittals, all digital documentation to be emailed to Stillwater (Cindy Gibson) and CC me, as well as “hard copies” mailed it to Cindy.

As always, never hesitate to reach out to me anytime if you have any questions or concerns.
Thanks.

From: Matt Lanza <Matt.Lanza@mybluepeak.com>
Date: Tuesday, March 22, 2022 at 3:04 PM
To: Rich Spilde <RDSpilde@hollandhart.com>, Elif G. Gabb <EGGabb@hollandhart.com>, Mark James <Mark.James@mybluepeak.com>, Nick Wilkin <Nick.Wilkin@vastbroadband.com>, Sara McCann <Sara.McCann@vastbroadband.com>, Carolyn Hadden <Carolyn.Hadden@vastbroadband.com>
Subject: Fwd: Bluepeak - Stillwater Zone 2 Sections 8, 9, 13 & 14 Aerial Occupancy ROW Construction Permit

Nick and Sara,
Attached and below is an email from HBK in regard to the next agreement and bond submittal to Stillwater.

For Bluepeak all that is required are the following pages:

Page 33, completion of authorized Licensee signature and title.

Page 35, completion of page and notary.

Article 18 – Insurance, need to provide required insurance documentation.

Completion of Performance Bond/Letter of credit.

Please complete sign, notarize and secure bond at your earliest convenience.

Let me know if you have any questions and keep me posted on the status. Just like previous submittals all documentation should be emailed, and “hard copy” sent it to Cindy Gibson in Stillwater.

Thanks,

Get [Outlook for iOS](#)

From: Esparza, Salvador <sesparza@hbkengineering.com>

Sent: Tuesday, March 22, 2022 2:55:30 PM

To: Matt Lanza <Matt.Lanza@mybluepeak.com>

Cc: Milas, Nathan <nmlas@hbkengineering.com>; Mascaro, John <jmascaro@hbkengineering.com>; Jackson, Jr., P.E., James <jjackson@hbkengineering.com>; Azzarello, Paul <PAzzarello@hbkengineering.com>; Clint Eager <Clint.Eager@mybluepeak.com>; Michele Willett <Michele.Willett@mybluepeak.com>

Subject: FW: Bluepeak - Stillwater Zone 2 Sections 8, 9, 13 & 14 Aerial Occupancy ROW Construction Permit

Matt,

I have updated the required information for HBK on the Agreement. For Bluepeak all that is required are the following pages:

Page 33, completion of authorized Licensee signature and title.

Page 35, completion of page and notary.

Article 18 – Insurance, need to provide required insurance documentation.

Completion of Performance Bond/Letter of credit.

Thanks,

Sal Esparza

C: 312.608-3384 **W:** 312.432.0076

From: Vernon Hall <vernon.hall@stillwater.org>

Sent: Tuesday, March 22, 2022 2:20 PM

To: Esparza, Salvador <sesparza@hbkengineering.com>; Cindy Gibson <cindy.gibson@stillwater.org>; Michael Fagan <michael.fagan@stillwater.org>

Cc: Milas, Nathan <nmlas@hbkengineering.com>; Mascaro, John <jmascaro@hbkengineering.com>; Jackson, Jr., P.E., James <jjackson@hbkengineering.com>; Azzarello, Paul <PAzzarello@hbkengineering.com>; Matt Lanza <Matt.Lanza@mybluepeak.com>; Michele Willett <michele.willett@mybluepeak.com>; Clint Eager

<clint.eager@mybluepeak.com>

Subject: RE: Bluepeak - Stillwater Zone 2 Sections 8, 9, 13 & 14 Aerial Occupancy ROW Construction Permit

[EXTERNAL]

Sal,

I have reviewed the updated plan set for Zone 2, Sections 8, 9, 13, & 14 and with changes and additional poles added I have confirmed attachment to 448 poles.

I have attached the a breakdown of the associated fees for this attachment agreement.

If you have any questions please let me know.

Thanks,

Vernon

From: Esparza, Salvador [<mailto:sesparza@hbkengineering.com>]

Sent: Monday, March 21, 2022 4:24 PM

To: Vernon Hall <vernon.hall@stillwater.org>; Cindy Gibson <cindy.gibson@stillwater.org>; Michael Fagan <michael.fagan@stillwater.org>

Cc: Milas, Nathan <nmilas@hbkengineering.com>; Mascaro, John <jmascaro@hbkengineering.com>; Jackson, Jr., P.E., James <jjackson@hbkengineering.com>; Azzarello, Paul <PAzzarello@hbkengineering.com>; Matt Lanza <Matt.Lanza@mybluepeak.com>; Michele Willett <michele.willett@mybluepeak.com>; Clint Eager <clint.eager@mybluepeak.com>

Subject: RE: Bluepeak - Stillwater Zone 2 Sections 8, 9, 13 & 14 Aerial Occupancy ROW Construction Permit

This email originated from an **External Source**. Please use proper judgement and **Caution** when opening attachments, clicking links, or responding to this email.

Vernon,

Comments have been addressed. Please see attached updated pole reference numbers sheet.

Updated plansets can found on the FTP site. In the Folder Labeled "Zone 2 Sections 8, 9, 13 & 14 Aerial Planset Resubmittal 03-21-2022"

<https://ftps.hbkengineering.com/login>

Username: Stillwater_FTP

Password: FTP24552ES!

Let me know if any additional information is required.

Thank you,

Sal Esparza

C: 312.608-3384 **W:** 312.432.0076

From: Vernon Hall <vernon.hall@stillwater.org>

Sent: Friday, March 11, 2022 8:28 AM

To: Esparza, Salvador <sesparza@hbkengineering.com>; Cindy Gibson <cindy.gibson@stillwater.org>; Michael Fagan <michael.fagan@stillwater.org>

Cc: Milas, Nathan <nmilas@hbkengineering.com>; Mascaro, John <jmascaro@hbkengineering.com>; Jackson, Jr., P.E., James <jjackson@hbkengineering.com>; Azzarello, Paul <PAzzarello@hbkengineering.com>; Matt Lanza <Matt.Lanza@mybluepeak.com>; Michele Willett <michele.willett@mybluepeak.com>; Clint Eager <clint.eager@mybluepeak.com>

Subject: RE: Bluepeak - Stillwater Zone 2 Sections 8, 9, 13 & 14 Aerial Occupancy ROW Construction Permit

[EXTERNAL]

Good morning Sal,

Attached are my preliminary comments on Zone 2, Sections 8, 9, 13, and 14 for your review and needed changes.

One the spread sheet I have highlighted in blue potential poles to be eliminated, green highlighted poles with corrected SEU facility ID's., and highlighted in grey potential attachment on plan set not listed on spreadsheet.

At this time I have a count of 442 poles. Please review and make necessary changes and send back to me for final count and pricing to move forward with pole attachment agreement.

Thanks,
Vernon

From: Esparza, Salvador [<mailto:sesparza@hbkengineering.com>]

Sent: Monday, March 07, 2022 9:41 AM

To: Vernon Hall <vernon.hall@stillwater.org>; Cindy Gibson <cindy.gibson@stillwater.org>; Michael Fagan <michael.fagan@stillwater.org>

Cc: Milas, Nathan <nmilas@hbkengineering.com>; Mascaro, John <jmascaro@hbkengineering.com>; Jackson, Jr., P.E., James <jjackson@hbkengineering.com>; Azzarello, Paul <PAzzarello@hbkengineering.com>; Matt Lanza <Matt.Lanza@mybluepeak.com>; Michele Willett <michele.willett@mybluepeak.com>; Clint Eager <clint.eager@mybluepeak.com>

Subject: RE: Bluepeak - Stillwater Zone 2 Sections 8, 9, 13 & 14 Aerial Occupancy ROW Construction Permit

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Vernon,

Wanted to follow up on this submittal. Are we good to move forward and get the agreement ready for this submittal?

Thanks,

Sal Esparza

C: 312.608-3384 W: 312.432.0076

From: Vernon Hall <vernon.hall@stillwater.org>

Sent: Tuesday, February 08, 2022 12:38 PM

To: Esparza, Salvador <sesparza@hbkengineering.com>; Cindy Gibson <cindy.gibson@stillwater.org>; Michael Fagan <michael.fagan@stillwater.org>
Cc: Milas, Nathan <nmilas@hbkengineering.com>; Mascaro, John <jmascaro@hbkengineering.com>; Jackson, Jr., P.E., James <jjackson@hbkengineering.com>; Azzarello, Paul <PAzzarello@hbkengineering.com>; Matt Lanza <Matt.Lanza@mybluepeak.com>; Michele Willett <michele.willett@mybluepeak.com>; Clint Eager <clint.eager@mybluepeak.com>
Subject: RE: Bluepeak - Stillwater Zone 2 Sections 8, 9, 13 & 14 Aerial Occupancy ROW Construction Permit

[EXTERNAL]

I will start reviewing.

Thanks,
Vernon

From: Esparza, Salvador [<mailto:sesparza@hbkengineering.com>]
Sent: Sunday, February 06, 2022 11:09 PM
To: Vernon Hall <vernon.hall@stillwater.org>; Cindy Gibson <cindy.gibson@stillwater.org>; Michael Fagan <michael.fagan@stillwater.org>
Cc: Milas, Nathan <nmilas@hbkengineering.com>; Mascaro, John <jmascaro@hbkengineering.com>; Jackson, Jr., P.E., James <jjackson@hbkengineering.com>; Azzarello, Paul <PAzzarello@hbkengineering.com>; Matt Lanza <Matt.Lanza@mybluepeak.com>; Michele Willett <michele.willett@mybluepeak.com>; Clint Eager <clint.eager@mybluepeak.com>
Subject: Bluepeak - Stillwater Zone 2 Sections 8, 9, 13 & 14 Aerial Occupancy ROW Construction Permit

This email originated from an **External Source**. Please use proper judgement and **Caution** when opening attachments, clicking links, or responding to this email.

Vernon,

I have accounted for 444 SEU poles for this submittal. Please review and confirm these are all SEU poles. Let me know if any changes are required.

Due to the file size I have added the link to the shared FTP site. see link and login below. All Files are located in folder labeled Zone 2 Sections 8, 9, 13 & 14 Plansets Submittal 02-06-2022

<https://ftps.hbkengineering.com/login>

Username: Stillwater_FTP

Password: FTP24552ES!

Thank you,

Sal Esparza

Project Designer

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Blue Peak Fourth Pole Attachment Agreement Cost
Stillwater – Zone 2 – Sections 8, 9, 13, & 14
(448 Attachments)
3/22/2022

Appendix A – Fees and Charges

Non-Recurring Fees:

One-time License Agreement Fee	<u>\$350.00</u>
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Permit Application Fee:

(1 – 5 Attachments)	\$200.00
(6 – 25 Attachments)	\$100.00
(26 – 45 Attachments)	\$100.00
(46 – 65 Attachments)	\$100.00
(66 – 85 Attachments)	\$100.00
(86 – 105 Attachments)	\$100.00
(106 – 125 Attachments)	\$100.00
(126 – 145 Attachments)	\$100.00
(146 – 165 Attachments)	\$100.00
(166 – 185 Attachments)	\$100.00
(186 – 205 Attachments)	\$100.00
(206 – 225 Attachments)	\$100.00
(226 – 245 Attachments)	\$100.00
(246 – 265 Attachments)	\$100.00
(266 – 285 Attachments)	\$100.00
(286 – 305 Attachments)	\$100.00
(306 – 325 Attachments)	\$100.00
(326 - 345 Attachments)	\$100.00
(346 - 365 Attachments)	\$100.00
(366 - 385 Attachments)	\$100.00

(386 - 405 Attachments)	\$100.00
(406 - 425 Attachments)	\$100.00
(426 - 445 Attachments)	\$100.00
(446 - 465 Attachments)	\$100.00

Total Permit Application Fee:	<u>\$2,500.00</u>
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Performance Bond	<u>\$173,824.00</u>
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REPORT TO: SUA

MEETING DATE: JULY 11, 2022

Agenda Item:	2c. SUA-22-39
Prior Council Action/Related Items:	SUA Pole Attachment Agreement Resolution ROW Occupancy Agreement with BluePeak
Background / Issue:	• September 13, 2021 Council approved a Right-of-Way 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 the fifth of several agreements related to this project.
Proposal/Solution:	• Authorize and execute Blue Peak Pole Attachment Licensing Agreement #5.
Financial Impact/Funding Source(s):	• Each agreement will generate annual revenue in the amount of \$20 per pole.
Related Strategic Priority:	#4 Connected Spaces: To develop a strong sense of place that recognizes the interconnectedness of people, buildings, and public systems (such as transportation, utilities, and parks) that best serve the needs of the public. #5 Unique Culture: To cultivate partnerships that enhance the unique culture of Stillwater with equal access to services and amenities, strong and connected neighborhoods, and a thriving economy and business atmosphere.
Recommended Action/Motion:	Motion to approve and authorize the General Manager to execute Blue Peak Pole Attachment Licensing Agreement #5.
Prepared By:	Vernon Hall, Power Distribution Engineering Specialist Loren Smith, Electric Utility Director
Submitted By:	Norman McNickle, General Manager
Attachment(s):	Blue Peak Pole Attachment Licensing Agreement #5 (POLATT02-0003)

Stillwater Utilities Authority Pole Attachment Licensing Agreement

Original issue: 07/16/18

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Part One – Pole Attachment Licensing Agreement

This Pole Attachment Licensing Agreement (the “Agreement”) dated June 8, 2022 is made by and between the Stillwater Utilities Authority (“Utility”), located in the State of Oklahoma, and Clarity Telecom, LLC d/b/a Bluepeak (“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/ Licensor 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 **Overlashing.** The following provisions apply to Overlashing:
- 2.11.1 Licensee shall obtain a Permit for each Overlashing, in accordance with the requirements of Article 6. Absent such authorization, Overlashing constitutes an unauthorized Attachment and is subject to removal or, at

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

2.11.2 Authorized Overlapping 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 Overlapping. Licensee shall not have to pay a separate Annual Attachment Fee for such Overlapped Attachment.

2.11.3 At Licensee's request, Utility may allow Overlapping 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 Overlapping. Utility shall not grant such Permit(s) to third parties allowing Overlapping of Licensee's Communications Facilities without Licensee's consent. Authorized Overlapping 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 Overlapping 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 Overlapping.

2.11.5 Overlapping 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 Overlapping, 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 Overlapping 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: Clarity Telecom, LLC (d/b/a Bluepeak)
 7979 E. Tufts Ave.
 Suite 850
 Denver, CO 80237
- 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.

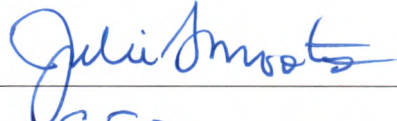
- 32.2 Utility shall not impose any charges on Licensee stemming solely from Licensee's inability to perform required acts during a period of unavoidable delay as described in Paragraph 32.1, provided that Licensee present Utility with a written description of such force majeure within a reasonable time 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:  _____

Title: _____

Title:  _____

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

Colorado
STATE OF [INSERT STATE]

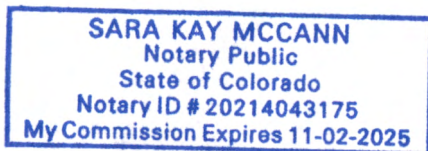
: ss

County of Denver

I, the undersigned, a Notary Public in and for the State of _____, hereby certify that on the 15th day of June, 2022, personally appeared before me [NAME] Julie Smoots, [TITLE] Chief Financial Officer 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.

Sara K. McCann



Notary Public in and for the
State of Colorado, residing at
Aurora, Colorado

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: 06/ 08 / 2022

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 786 Sheet 1 of 60

Licensee Name: Bluepeak

Address:

Contact Person: Matt Lanza Phone 331-431-8226

Title: Construction & Engineering Manager

Utility Contact Person: Vernon Hall Phone 405-742-8367

Title: Power Distribution 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 06/08/2022, 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: Darin Griggs Phone: 918.200.1459

Registration #: 20689

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 Construction & Engineer Mgr Title

Date 06/08/2022 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):

 N/A (y/n) U.S. Corp of Engineers.
 Y (y/n) Highway—state, county, city.
 N/A (y/n) Railroad.
 N/A (y/n) Local zoning boards, town boards, etc.
 N/A (y/n) Joint-use permits, if required.
 N/A (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]

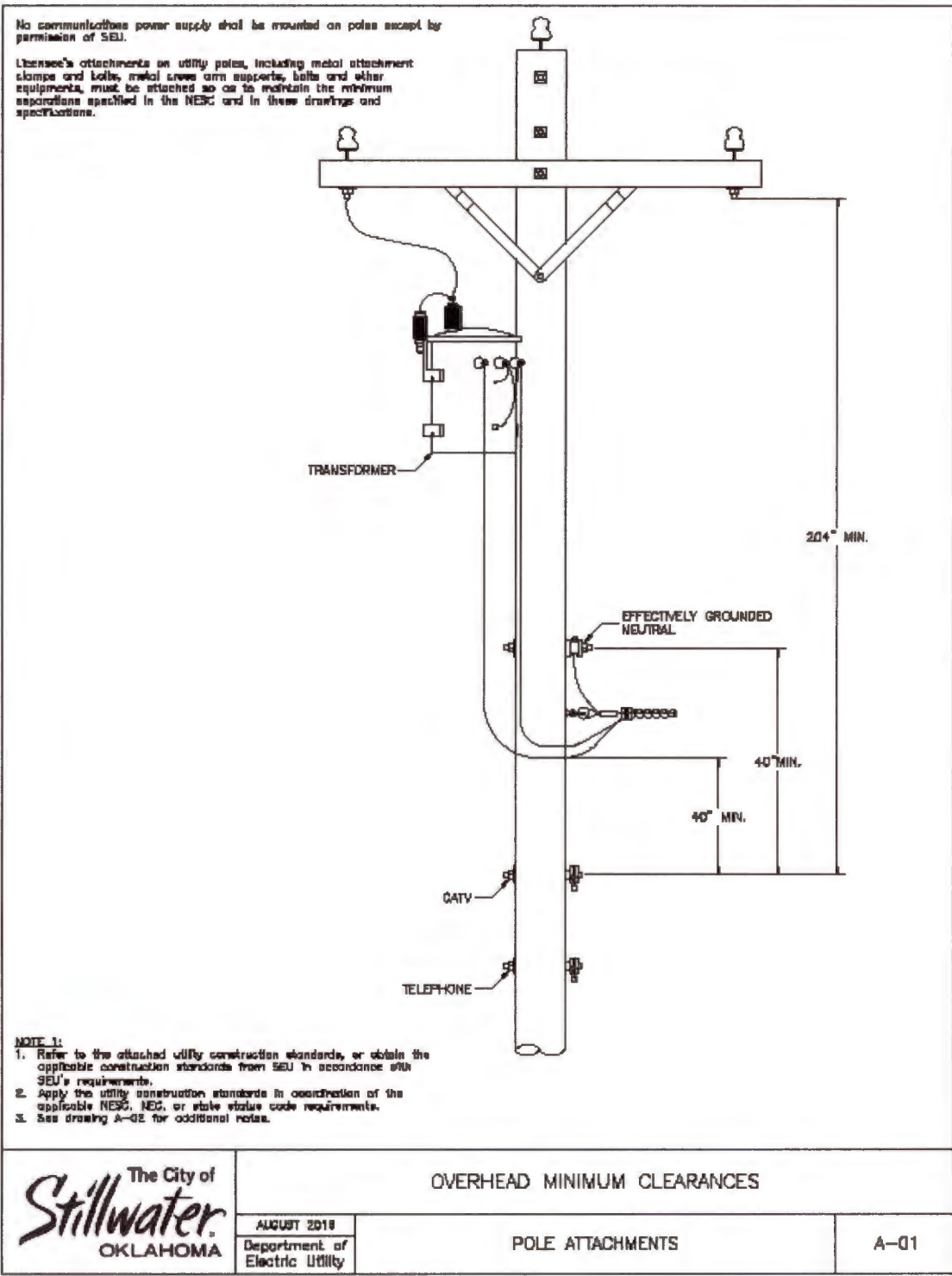
Rated anchor strength _____ [lbs]

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

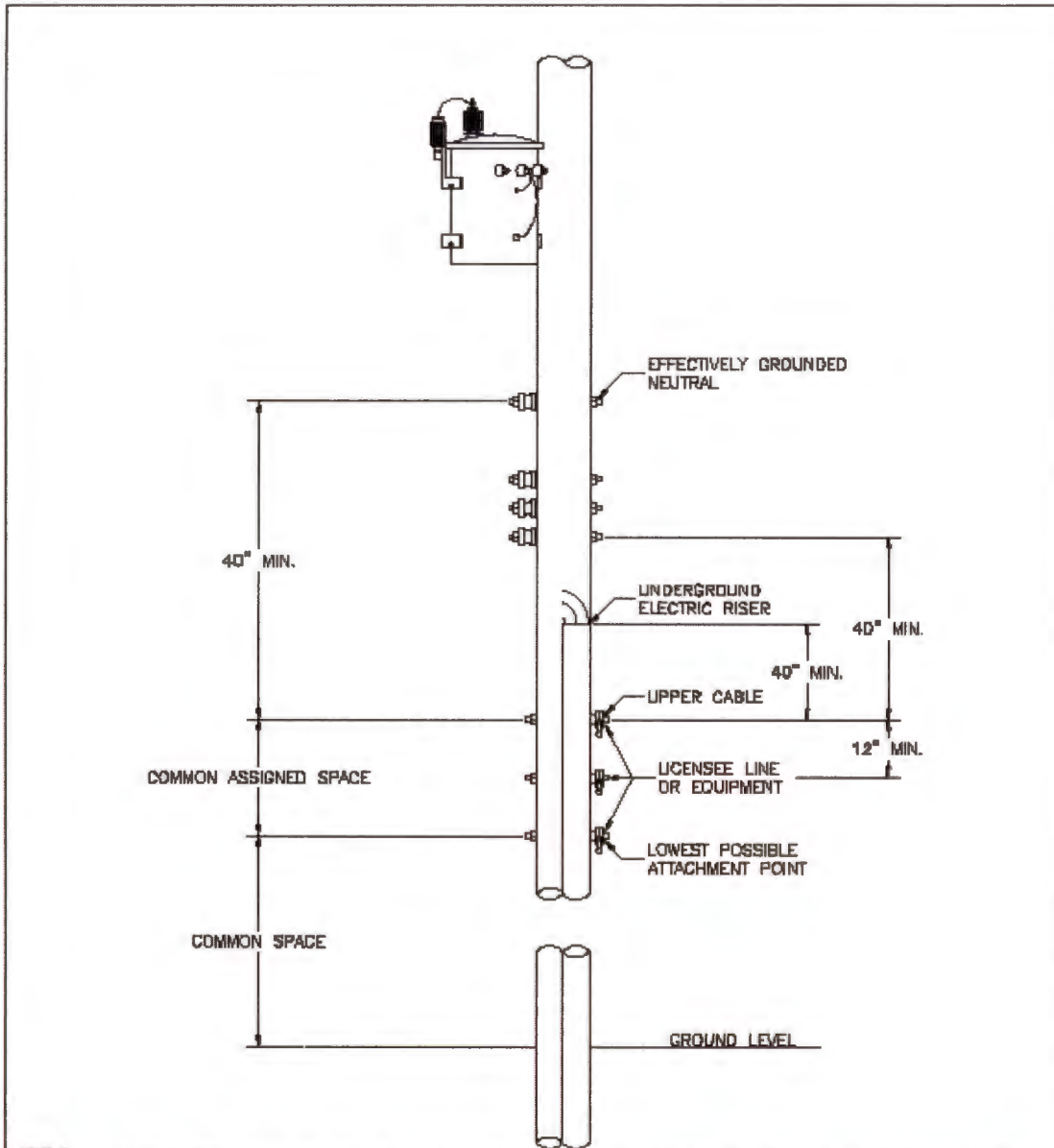
APPENDIX F - Field Data Summary Sheet Instructions

<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



NOTE 1:

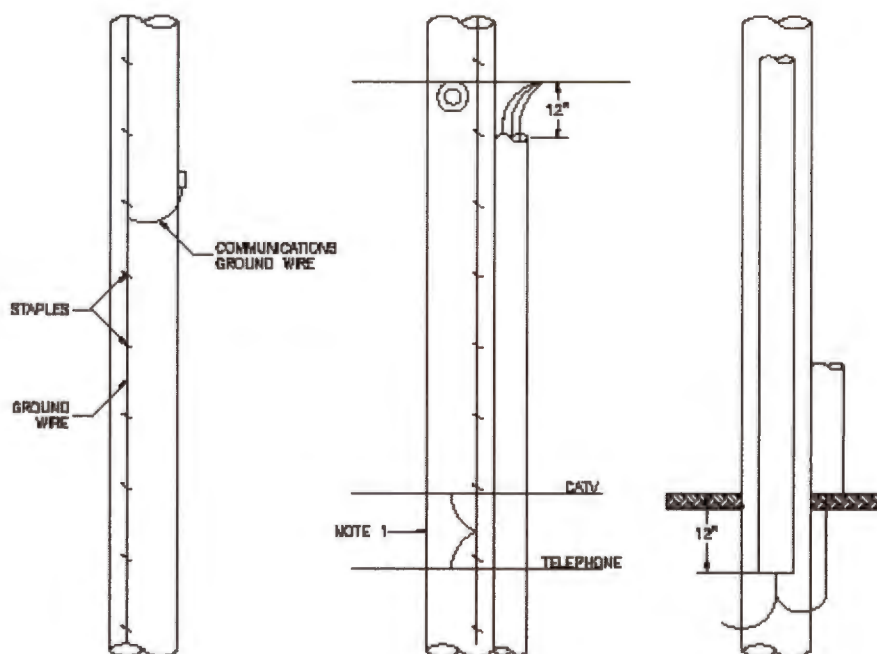
1. Separation between vertical runs and any metal parts or through bolts of power or communication equipment shall be at least 2" in any direction. Bolts shall have less than 2" exposed thread.
2. No communication equipment shall be mounted on poles except by permission of SEU.
3. The above clearances may have to be increased to allow for code clearance requirement in mid span.
4. 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.

	OVERHEAD MINIMUM CLEARANCES		
	AUGUST 2018 Department of Electric Utility	POLE ATTACHMENTS	A-02

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 equipment, must be attached so as to maintain the minimum separations specified in the NEC and in these drawings and specifications.



NOTE 1:

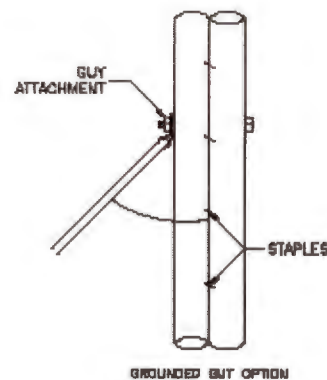
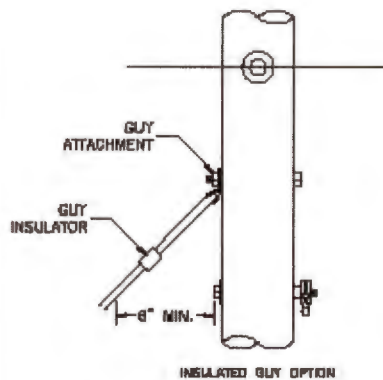
1. Licensee shall bond to utility pole ground whenever utility has a down ground on the pole. If the ground is under the metal U-guard, contact utility to make the ground connection.
2. If no pole ground exists install a pole down ground on the pole. Protect the pole ground with a ground wire wrapping. Top of ground rod shall be at least 8" below grade.
3. Ground 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 this pole the attachor 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 2018 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 NESC and in these drawings and specifications.



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

NOTE 1:

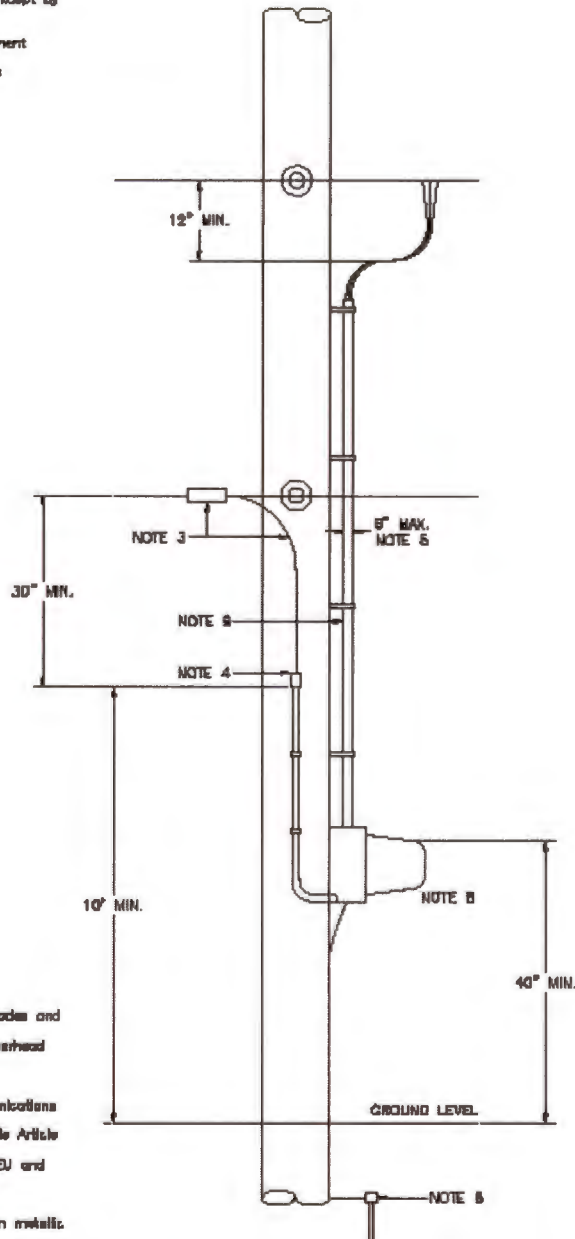
1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on utility's poles licensee's attachments.
2. Anchors and guy wires must be set on each utility pole where there is a turn or angle and on all dead-end utility poles.
3. Licensee 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 equipment, must be attached so as to maintain the minimum separations specified in the NEC and in these drawings and specifications.

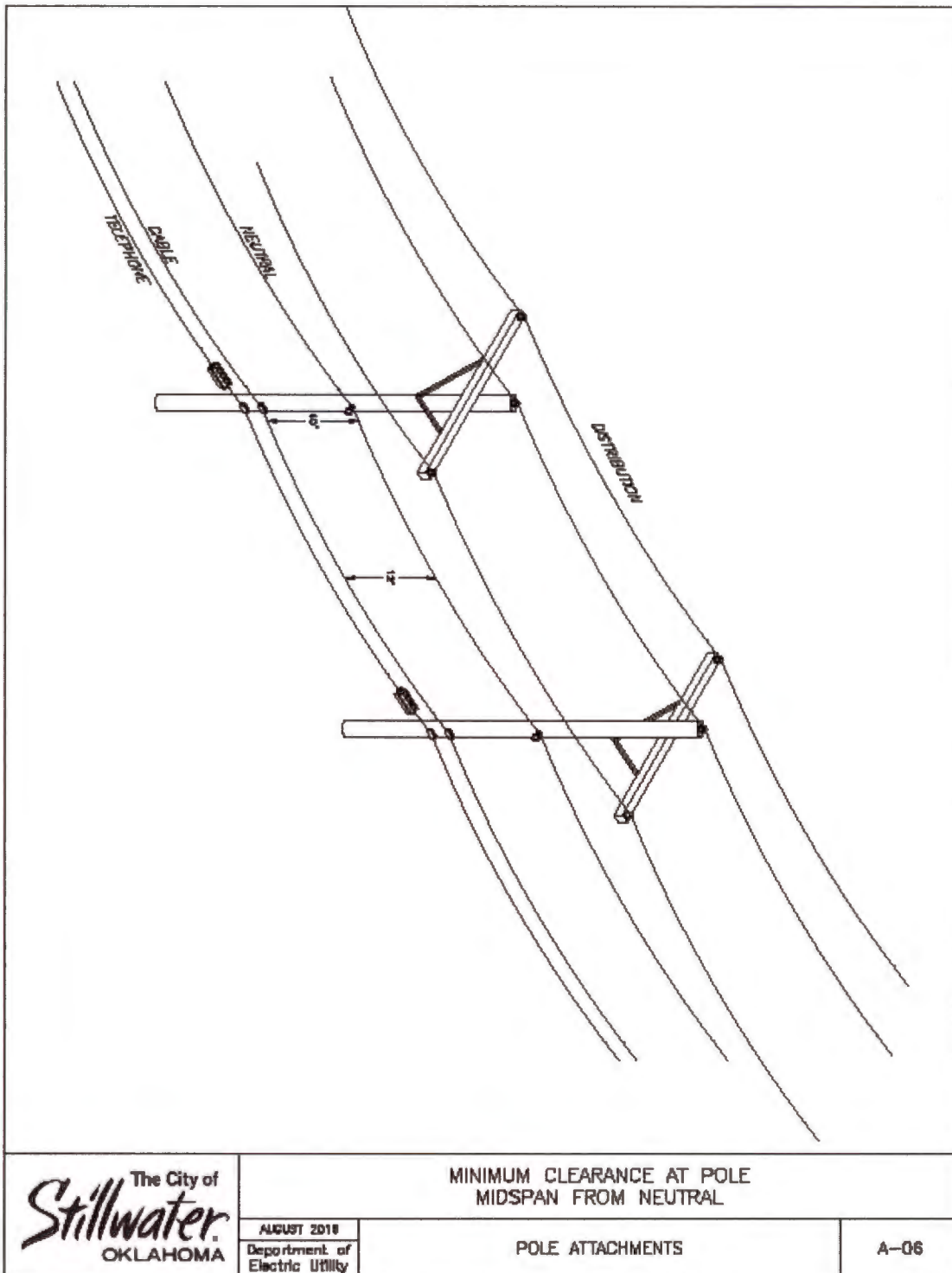


NOTE 1:

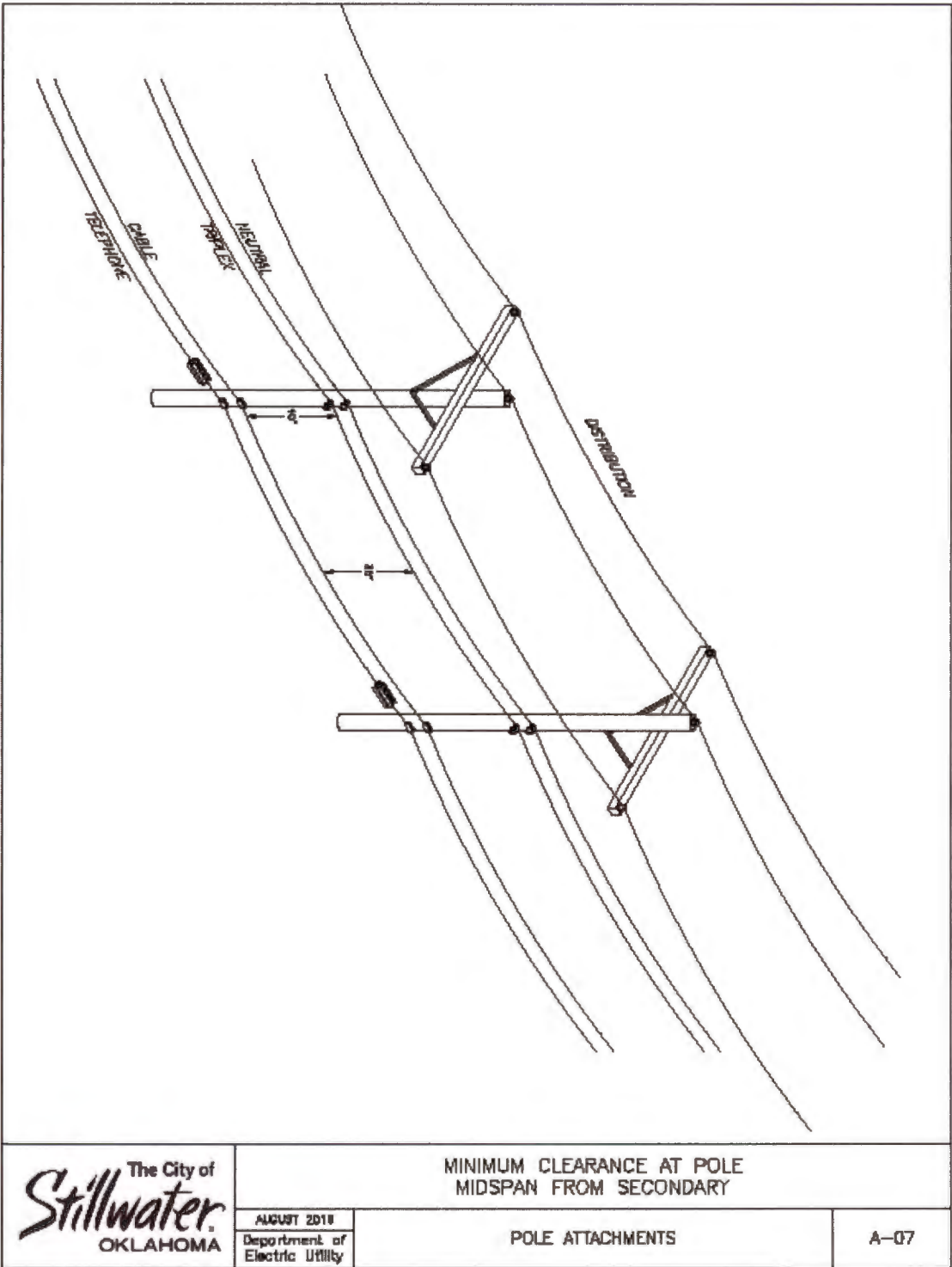
1. This installation shall comply with all applicable electrical codes and state, city, village, town, and SEU requirements.
2. Service entrance conductors shall extend 30" beyond weatherhead and have 600 volt rated insulation.
3. Communication power supply cable.
4. Communication power supply.
5. 6" maximum between service entrance conduit and communications cable, if possible.
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 is to be approved by SEU and shall be relocated by licensee if incorrect.
8. Proof of compliance shall be appropriately certified. Install disconnect and overcurrent protection with meter.
9. All wires on poles will be placed in rigid steel or aluminum metallic 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 2018 Department of Electric Utility	POLE ATTACHMENTS	A-05

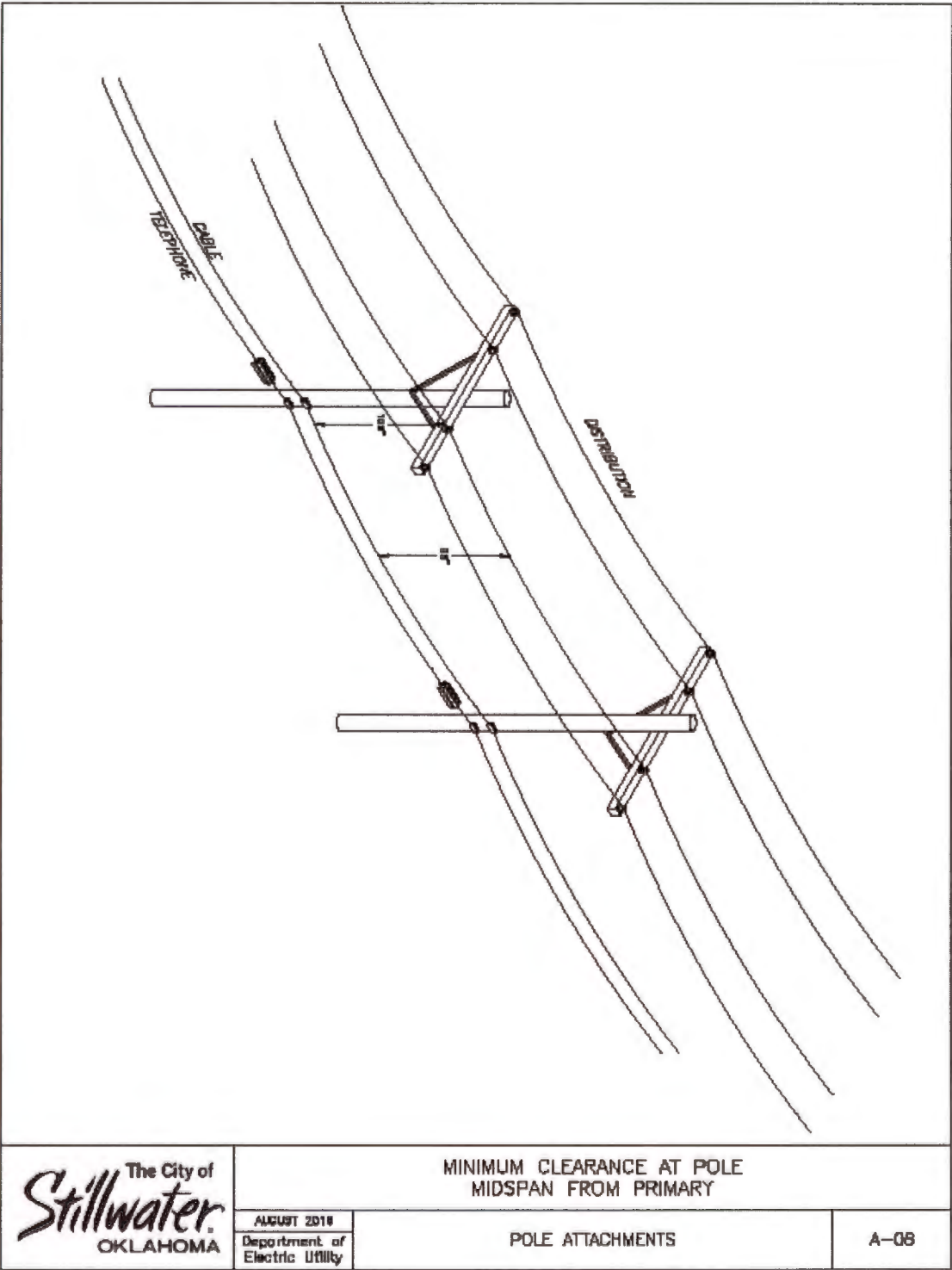
Drawing A-06 — Minimum Clearance at Pole/Midspan from Neutral



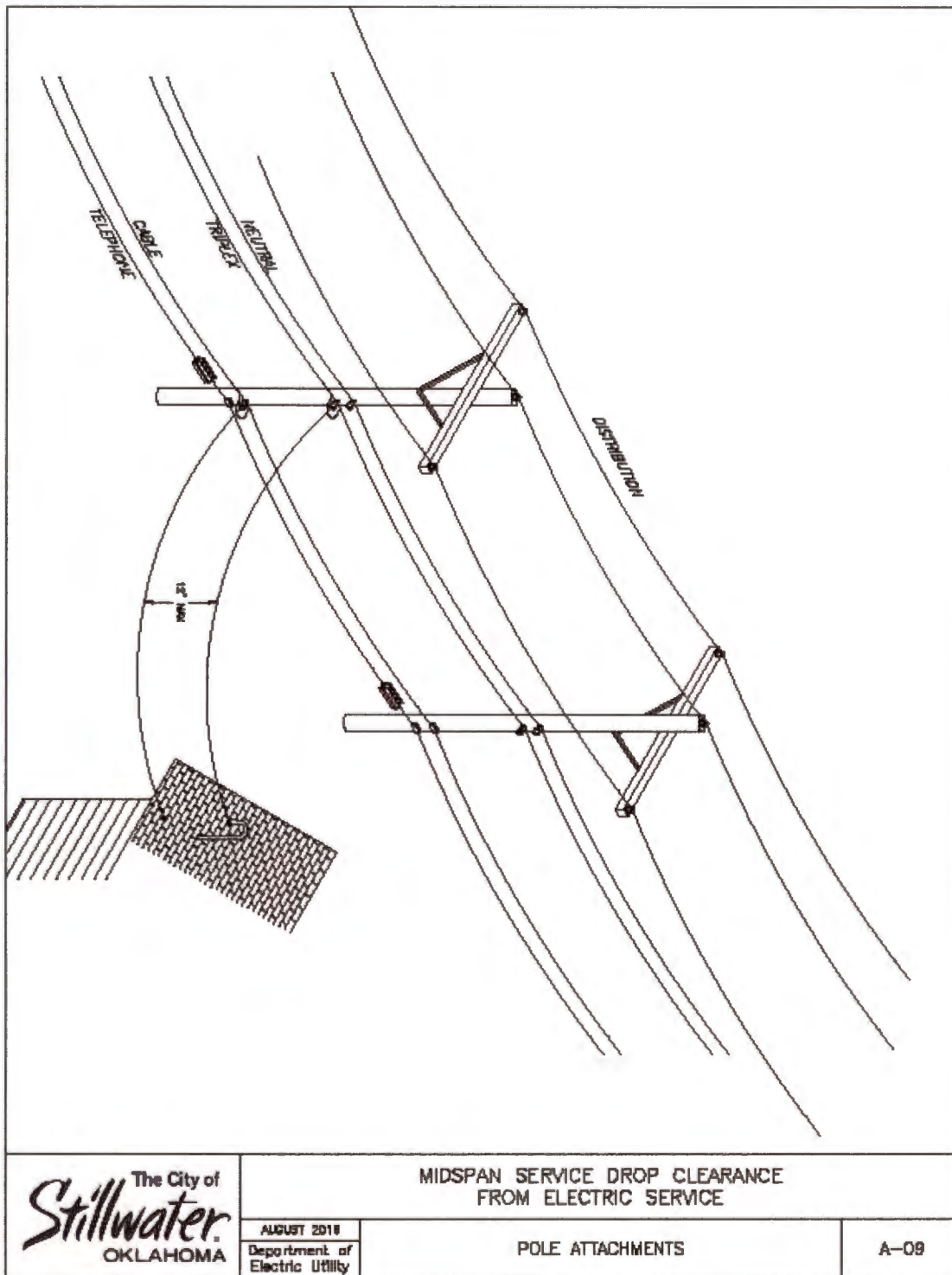
Drawing A-07 — Minimum Clearance at Pole/Midspan from Secondary



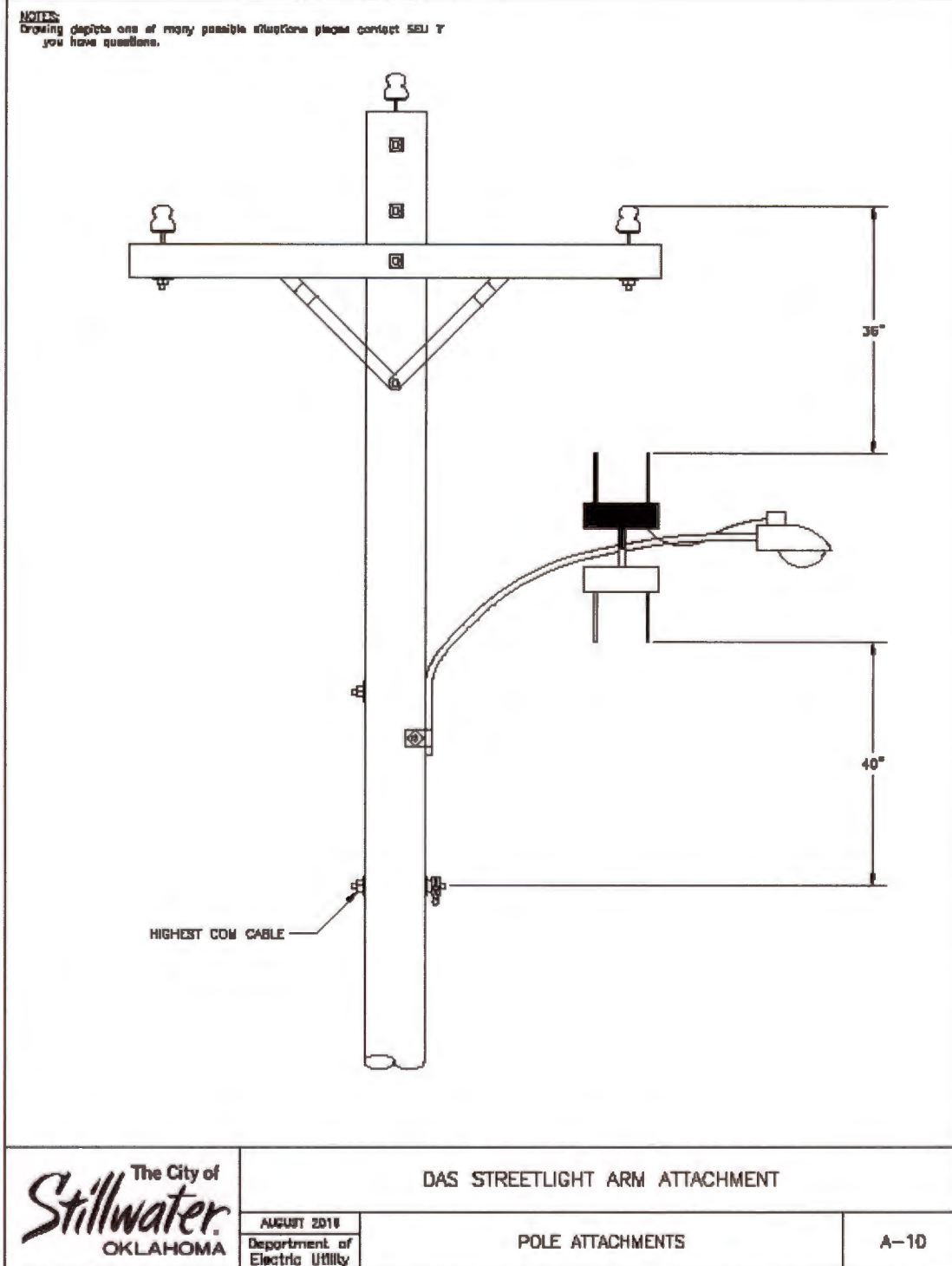
Drawing A-08 — Minimum Clearance at Pole/Midspan from Primary



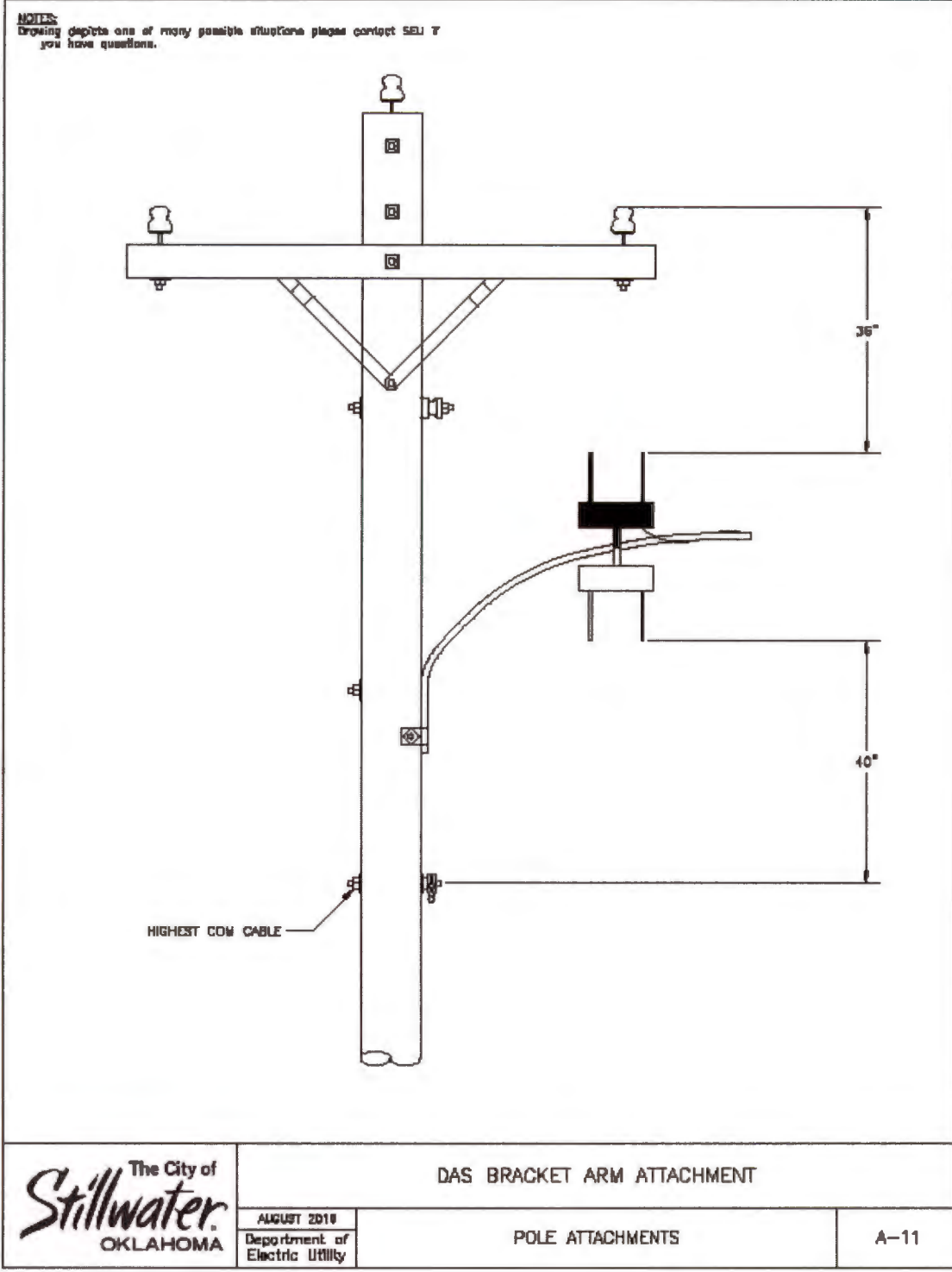
Drawing A-09 — Midspan Service Drop Clearance from Electric Service



Drawing A-10 — DAS Streetlight Arm Attachment



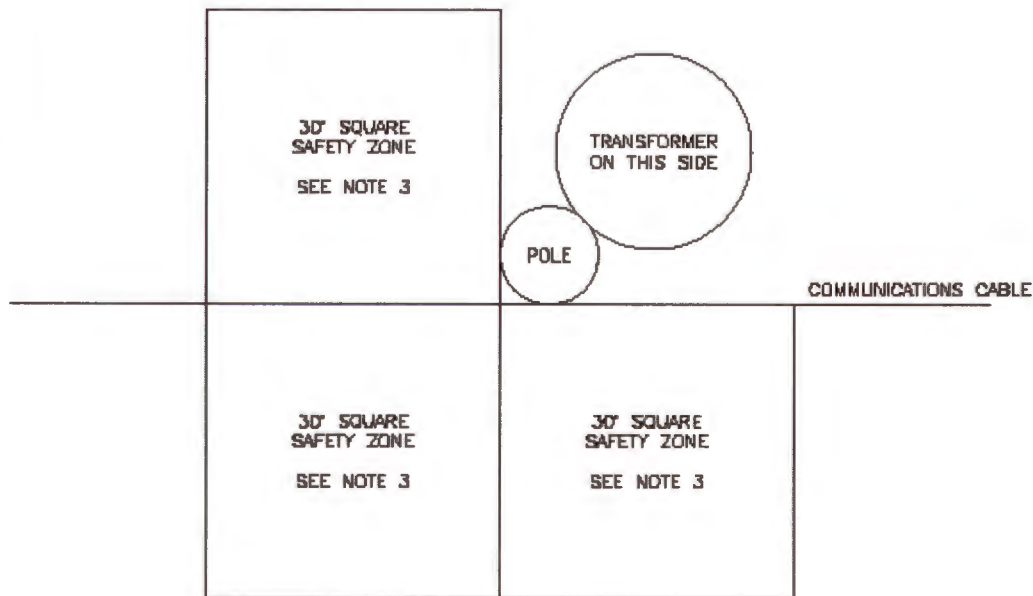
Drawing A-11 — DAS Bracket Arm Attachment



Drawing A-12 — Climbing Space Requirements

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.



NOTE 1:

1. For new cable installations locate cable on the same side of the pole as SEU's lowest conductor.
2. Standoff brackets to mount cable to pole are not allowed without approval of SEU.
3. Climbing and work space through the communication spaces shall extend from 40" below the lowest communication cable to the top of the pole.
4. On transformer poles the communication service drops shall be located so that they originate from the messenger on the side of the pole opposite the transformer.
5. Minimum clearance for climbing and working space shall be followed as per NEC Section 236.

	CLIMBING SPACE REQUIREMENTS		
	AUGUST 2018	POLE ATTACHMENTS	A-12
	Department of Electric Utility		

Blue Peak Fifth Pole Attachment Agreement Cost
Stillwater – Zone 4 – Sections 2, 3, 5, 6, & additional poles Stillwater – Zone 2 – Section 10 – DA 21
(786 Attachments)
6/7/2022

Appendix A – Fees and Charges

Non-Recurring Fees:

One-time License Agreement Fee	<u>\$350.00</u>
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Permit Application Fee:

(1 – 5 Attachments)	\$200.00
(6 – 25 Attachments)	\$100.00
(26 – 45 Attachments)	\$100.00
(46 – 65 Attachments)	\$100.00
(66 – 85 Attachments)	\$100.00
(86 – 105 Attachments)	\$100.00
(106 – 125 Attachments)	\$100.00
(126 – 145 Attachments)	\$100.00
(146 – 165 Attachments)	\$100.00
(166 – 185 Attachments)	\$100.00
(186 – 205 Attachments)	\$100.00
(206 – 225 Attachments)	\$100.00
(226 – 245 Attachments)	\$100.00
(246 – 265 Attachments)	\$100.00
(266 – 285 Attachments)	\$100.00
(286 – 305 Attachments)	\$100.00
(306 – 325 Attachments)	\$100.00
(326 - 345 Attachments)	\$100.00
(346 - 365 Attachments)	\$100.00
(366 - 385 Attachments)	\$100.00

(386 - 405 Attachments)	\$100.00
(406 - 425 Attachments)	\$100.00
(426 - 445 Attachments)	\$100.00
(446 - 465 Attachments)	\$100.00
(466 - 485 Attachments)	\$100.00
(486 - 505 Attachments)	\$100.00
(506 - 525 Attachments)	\$100.00
(526 - 545 Attachments)	\$100.00
(546 - 565 Attachments)	\$100.00
(566 - 585 Attachments)	\$100.00
(586 - 605 Attachments)	\$100.00
(606 - 625 Attachments)	\$100.00
(626 - 645 Attachments)	\$100.00
(646 - 665 Attachments)	\$100.00
(666 - 685 Attachments)	\$100.00
(686 - 705 Attachments)	\$100.00
(706 - 725 Attachments)	\$100.00
(726 - 745 Attachments)	\$100.00
(746 - 765 Attachments)	\$100.00
(766 - 785 Attachments)	\$100.00
(786 - 805 Attachments)	\$100.00

Total Permit Application Fee: \$4,200.00

Performance Bond \$304,968.00



REPORT TO: CITY COUNCIL

MEETING DATE: JULY 11, 2022

Agenda Item:	3e. CC-22-130 2d. SUA-22-40
Background / Issue:	• January 20, 2022 the Fraternal Order of Police, Lodge 102, issued a letter requesting to begin negotiations. • The City and FOP representatives began negotiation meetings on April 19, 2022. • The following changes were approved by FOP membership for the upcoming collective bargaining agreement: ✓ 2% across-the-board salary adjustment; ✓ addition of Juneteenth as an official holiday; ✓ change in reimbursement amounts for personal items damaged, destroyed or lost as a result of on-the-job duties; ✓ increase in assignment pay to \$25 per day that a Field Training Officer is assigned a recruit; ✓ increase in assignment pay to \$50 for each full week a Field Training Supervisor is assigned a recruit; and ✓ change in longevity pay to begin after four years of employment • The agreement was taken to FOP membership for a vote. Membership voted yes on the contract.
Financial Impact/Funding Source(s):	• Budget amendments reflecting the transfer in and appropriation of \$150,000 from Stillwater Utilities Authority to cover the increased cost of the 2022-2023 FOP labor contract are attached.
Proposal/Solution:	Approve the collective bargaining agreement with FOP for contract year 2022-2023 and the budget amendments to fund the increased cost.

Related Strategic Priority:	#1: Effective Services and Accountable Government: To provide effective services and accountable government for all residents by practicing fiscal responsibility, transparency and outstanding customer service.
Recommended Action/Motion:	<u>City Council</u>: Motion to approve the collective bargaining agreement with FOP for contract year 2022-2023 and the associated transfer in budget amendments, contingent upon approval of the transfer out budget amendments at the Stillwater Utilities Authority meeting this evening. <u>SUA</u>: Motion to approve the budget amendment transferring out \$150,000 to the General Fund to cover the FY2022-23 Fraternal Order of Police Local #102 labor contract.
Prepared By:	Christy Driskel, Human Resources Director
Reviewed By:	Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager
Attachment(s):	Budget Amendments



Budget Amendment Request

For Budget Year 2023

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

Office: 405.372.0025
Web: stillwater.org

Date: 07/01/2022

Department: City Manager's Office

Requested by: Christy Driskel

SUA-22-41 ✓

Explanation:

Transfers Out:
Transfer to the General Fund to cover the FY23 Fraternal Order of Police, Lodge #102 Contract.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	SUA / Transfers Out	9000000 - 71000		\$ 21,693,716	\$ 150,000	\$ 21,843,716
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 150,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Chuch

Date: 7-1-2022

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
April 21, 2022
Annual Report for 2022
(January - December)

Prepared by: Robert H. Sitton, Jr., Chairman
Stillwater Rural Water Advisory Board
Printed: April 21, 2022

Report #27

Purpose:

The purpose of the Stillwater Rural Water Advisory Board, as stated in the Ordinance of Establishment is to advise and make recommendations to the City Council on matters pertaining to operation and maintenance of rural water systems operated and/or maintained by the City of Stillwater thru the Stillwater Utility Authority.

Meeting Information:

Normal meeting time for Stillwater Rural Water Advisory Board (SRWAB) is on the third Thursday quarterly at 12:00 noon. Four times a year, generally in January, April, July and October. Our calendar is posted. The meetings are open and I invite any of you to come.

Membership:

Current Members of SRWAB are made up of the Payne County Rural Water Corp. #3 Board Members. This board reduces it's number of board members from 7 to 5 at the annual meeting, September 28, 2017. Below is our current board.

Robert H. Sitton, Jr. Chairman	5717 W. Deanita Ln. Stillwater, OK 74075 Home (405)377-9555 Cell (405)612-5777	Term expires 2022 E-Mail sittonjrrobert@aol.com
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J. Bryce Campbell Vice-Chairman	3309 Timberlake Dr. Stillwater, OK 74075 Home (405)747-0002	Term expires 2024 E-Mail jbrycecampbell@gmail.com
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Danny Wick	2918 N. Country Club Rd. Stillwater, OK 74075 Cell (405)747-7884	Term expires 2023 E-Mail dannywick@ymail.com
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Kent Bradley	3025 S. Isabell Pointe Dr. Stillwater, OK 74074 Home (405)372-7590 Cell (405)612-7920	Term expires 2024 E-Mail kentbradley@bcdco.us
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Cory Clark

4910 Windmill Ct.
Stillwater, OK 74075
Cell (405)269-9004

Term expires 2022

E-Mail coryclark@yahoo.com

Report Sections:

1. **Health of the System**

I have quit reporting this since the water department will not reveal the needed information.

The monthly data series being considered are:

- A. Total gallons of water distributed to PCRWC#3 area:
- B. Total gallons of water billed to PCRWC#3 customers:
- C. Water loss or unaccounted for in the PCRWC#3 area:
- D. Active customers and new customers in the PCRWC#3 area:
- E. Net increase/(decrease) in customers in the PCRWC#3 area:
- F. New meters requested and installed in the PCRWC#3 area:
- G. General Comments:

Data tables that show items A.-C. are on Attachment One, attached at the end of this report.

Data tables that show items D.-E. are on Attachment Two, attached at the end of this report.

Data tables that show item F. is on Attachment Three, attached at the end of this report.

All numbers are provided to me from various departments and supplied at the quarterly meeting, which are public. Please keep in mind that we started this data in 2007 and some in 2010. Trends may start to show as more years are compiled.

Attachment Four, is a report prepared by city staff and included at their request. Their numbers are kept by them and all compilations and estimates are city staff's. This report is not provided anymore.

G. General Comments:

We, as customers of the City of Stillwater, should be talking to our neighbors and friends that are on this rural system, to help the City of Stillwater acquire the necessary easements for all the above and below ground facilities. We should all want the City of Stillwater to have the ability to access all the facilities so they can maintain them and make any needed additions or corrections to the system.

2. **Activities related to the PCRWC#3 area.**

Improvements – Those items listed in Amended Exhibit C of the agreement between City of Stillwater and Payne County Rural Water Corporation #3, which was accepted September 16, 2010. This report follows as Attachment Five.

Studies -

- a. **Yost Road Booster Pump Station Improvement Project Report** was presented to SRWAB July 18, 2013 by Mary Elizabeth Mach from Garver Engineers. The city has not moved any further on this project, since they are short staffed.
- b. **Water 2040 Package B** has been completed. Staff will continue to monitor the system with the knowledge of what Package C would do to the system and when it will be needed.

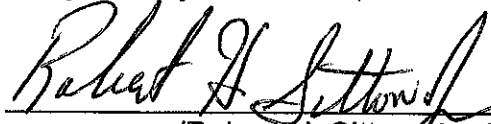
3. **Awareness Items to Stillwater Utility Authority.**

- a. **Health of the System Reports**-The water department is not collecting the data that is needed for me to complete my reports.
- b. **Yost Lake Pump Station**-The water department has done the studies and knows that there is a need to upgrade the Yost Lake Pump Station, that is on the Amended Exhibit C, #12.
- c. **Extending a larger water** line west on Lakeview is also in Amended Exhibit C, #32. The water department made a private contractor do a work around instead to provide adequate water to a parcel of land.
- d. **Flushing dead End Lines.** The water department had schedule to flush the water system's dead end lines. I know of one that has not been flushed in 2 years. Why?
- e. **Customer cut-offs.** When the electronic water meters were installed, there was a procedure to have a customer cut-off installed. I put a request in to the person that I was transferred to. This was back in October of 2020. Nothing happened so I called back and was transferred to somebody else, in May 2021. Somebody came out and marked the other utilities and put a flag by the meter. Nothing happened, so I called and asked to speak with the operations manager, which I did. I told him of my request and he said that he would put this meter on the list, back in November 2021. Again, the other utilities were located and another flag was placed. Still waiting in April 2022.
- f. **My Reports.** My last report, that was on your Sept. 12, 2021, consent docket, was the annual 2020 report. We were not able to meet in 2020, so that report was prepared from the Aug. 5, 2021 Special meeting. We had an Oct. 21, 2021 regular meeting and I prepared a report for Jan.-June, 2021 and it was approved in the meeting. I gave the report to the person behind the glass in the city manager's office. My mistake is that I did not get a receipt, It was to be presented to the SUA board. I checked with the managers office in November when it was to be on the docket. Patti said that the last report was on the Sept. 12, 2021 docket. I told Patti that I had brought in a report Oct. 25, 2021 and gave it to the person behind the glass. She has not gotten it. I checked with Patti again Dec. 20, 2021 is see if it had been found. She sent the the agenda from Sept. What is up? That is why this is an annual report.

4. **General comments to Stillwater Utility Authority.**

Comments from rural customers –We continue to get comments from customers in the rural water service area about their appreciation for the service they are receiving from the employees of the City of Stillwater.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert H. Sitton, Jr.", written over a horizontal line.

s/Robert H. Sitton, Jr. Chairman

Attachment #1

Water Provided to PCRWC#3 Area											
(Gallons)											
	2011		2011	2012		2012	2012		2012	2013	
	Distributed	Billed	(Loss%)	Distributed	Billed	(Loss%)	Hydrants Flushed	Distributed	Billed	(Loss%)	Hydrants Flushed
January	10,683,000	9,050,400	15.28%	6,376,000	8,237,900	-29.2%	11	10,634,000	7,954,200	25.2%	10
February	12,939,000	9,205,400	28.86%	4,677,000	6,218,100	-32.95%	18	7,898,000	8,056,400	-2.01%	10
March	10,186,300	5,501,700	45.99%	4,137,000	6,925,900	-67.66%	15	6,995,000	6,767,400	3.25%	11
April	16,858,700	14,433,200	14.39%	4,741,000	7,832,400	-63.1%	24	7,463,000	6,815,200	8.68%	9
May	14,342,000	11,846,700	17.4%	6,578,000	13,648,200	-107.48%	24	10,935,000	8,905,800	18.56%	13
June	22,880,000	16,193,800	29.22%	13,692,000	18,196,700	-32.9%	15	14,651,000	10,984,800	25.02%	4
July	34,119,000	16,205,100	52.5%	29,517,000	23,477,700	20.46%	15	18,810,000	15,689,200	16.59%	38
August	27,277,600	28,348,600	-3.93%	34,108,000	39,977,600	-17.21%	15	17,570,000	12,254,200	30.25%	27
September	26,550,000	20,927,900	21.18%	18,924,000	19,778,000	-4.51%	6	19,468,000	16,829,800	13.55%	2
October	16,307,000	12,430,600	23.77%	8,893,000	11,802,400	-3.27%	12	12,369,000	11,815,500	4.47%	10
November	10,379,000	8,904,500	14.21%	10,708,000	11,881,800	-10.96%	24	11,479,000	8,216,200	28.42%	8
December	5,717,000	8,706,700	-52.3%	10,914,000	9,286,100	14.92%	20	9,639,000	7,851,000	18.55%	2
Totals	208,238,600	161,754,600	22.32%	153,265,000	177,262,800	-15.65%	199	147,911,000	122,139,700	17.42%	144

There was a broken meter Dec. 2011 thru June 2012, which is why the numbers are what they are for 2012.

Billing lags behind the usage so it is hard to view the true billed water losses. Multiple years are needed to spot a trend.

Flushing Hydrants and Dead Ends are included in the losses. Gallons flushed is not being recorded when it is done, by the person doing the flushing.

The Fire Departments do not report usage. Rural fires play a part in the losses.

Droughts and earthquakes play a part in water losses, creating breaks in the water pipes. The breaks are not being reported.

Theft of water plays a part in water loss.

Formula for Water Loss=Distributed-Billed/Distributed

Total in the (Loss) is the Average of those Months.

Attachment #1

Water Provided to PCRWC#3 Area

(Gallons)

	2014 Distributed	2014 Billed	2014 (Loss%)	2014 Hydrants Flushed	2015 Distributed	2015 Billed	2015 (Loss%)	2015 Hydrants Flushed	2016 Distributed	2016 Billed	2016 (Loss%)
January	11,630,000	9,050,400	22.18%	22	17,980,000	9,009,500	49.84%	8	13,089,900	7,451,300	43.08%
February	9,860,000	9,205,400	6.64%	14	9,596,200	8,537,600	10.42%	6	11,466,500	6,984,500	39.08%
March	9,115,000	7,794,200	14.49%	2	17,089,100	6,228,200	63.55%	6	10,568,200	7,208,600	31.79%
April	13,803,700	9,633,300	30.21%	3	18,654,500	11,148,900	40.23%	4	61,837,800	10,223,800	83.35%
May	18,203,700	16,782,399	7.81%	14	14,985,400	9,589,600	36%	10	18,198,800	8,500,600	53.29%
June	12,640,400	12,477,000	1.29%	16	14,251,700	9,980,100	29.97%	9	20,590,300	13,371,800	35.06%
July	13,433,000	14,084,600	-4.85%	36	13,790,400	16,438,300	-19.20%	0	22,336,800	13,050,400	41.57%
August	16,258,200	15,740,400	3.18%	11	20,599,700	18,167,800	11.81%	0	21,597,000	15,248,000	29.40%
September	19,496,100	14,928,100	23.43%	31	17,448,000	15,537,400	10.95%	57	20,347,900	14,609,700	28.20%
October	19,443,600	11,768,400	39.47%	20	16,751,400	12,744,500	23.92%	50	18,137,800	9,612,400	47.00%
November	19,429,900	9,658,500	50.29%	13	8,871,800	8,911,000	-0.44%	15	18,832,100	9,375,200	50.22%
December	15,416,700	6,324,500	58.98%	13	10,182,900	7,469,000	26.65%	18	12,199,700	8,427,700	30.92%
Totals	178,730,300	137,447,199	23.10%	195	180,181,100	133,761,900	25.76%	183	249,202,800	124,064,000	42.75%
										50.02%	

There was a meter that was not read for Dec. 2015 thru March 2016 which is why the numbers are what they are for 2016.

	2017 Distributed	2017 Billed	2017 (Loss%)	2017 Hydrants Flushed	2018 Distributed	2018 Billed	2018 (Loss%)	2018 Hydrants Flushed	2019 Distributed	2019 Billed	2019 (Loss%)	2019 Hydrants Flushed
January	12,126,800	8,236,800	32.07%	38	13,302,300	10,079,800	24.23%	13	6,795,000	7,244,500	-6.62%	Not Provided
February	11,684,600	10,159,800	15.62%	64	14,041,100	7,632,300	45.64%	24	14,246,600	6,362,200	55.34%	Not Provided
March	12,984,900	7,823,600	39.75%	79	12,494,600	7,997,800	35.99%	15	12,567,200	6,188,400	50.75%	Not Provided
April	16,314,700	9,504,900	41.74%	128	13,260,500	7,680,300	42.08%	12	12,003,000	6,805,100	43.31%	Not Provided
May	9,058,800	7,868,800	13.14%	59	15,565,700	11,613,200	25.39%	10	9,212,800	7,816,500	15.16%	Not Provided
June	12,326,400	14,648,900	-18.84%	4	16,032,100	17,197,300	-7.27%	1	10,180,300	8,581,000	15.71%	Not Provided
July	10,992,300	15,806,300	-43.79%	65	19,163,100	14,474,900	24.46%	Not Provided	11,761,300	15,689,800	-33.40%	75
August	9,059,500	16,550,400	-82.68%	46	16,008,300	16,885,200	-5.48%	Not Provided	6,802,100	19,281,800	-183.47%	105
September	100,324,700	15,997,100	84.05%	68	17,897,900	12,116,400	32.30%	Not Provided	8,821,400	12,961,500	-46.93%	97
October	-79,717,600	9,356,100	111.74%	45	14,114,500	8,614,900	38.96%	Not Provided	8,070,000	8,603,300	-6.61%	100
November	13,034,800	8,108,000	37.80%	37	14,470,700	7,639,800	47.21%	Not Provided	7,728,500	8,505,900	-10.06%	4
December	11,851,700	6,864,600	42.08%	22	13,775,300	7,087,300	48.55%	Not Provided	6,874,700	6,510,400	5.30%	0
Totals	140,041,600	130,925,300	6.51%	655	180,126,100	129,019,200	27.08%		115,062,900	114,550,400	0.45%	

Attachment #1

	2020			2020			2021			2021		
	Distributed	Billed	(Loss%)	Hydrants Flushed	Distributed	Billed	(Loss%)	Hydrants Flushed	Distributed	Billed	(Loss%)	
January	15,258,865	7,307,500	52.11%	3	9,871,030	8,138,500	17.55%	50				
February	15,209,223	6,692,700	60%	0	9,744,090	8,772,000	9.97%	31				
March	14,878,857	6,660,200	55.24%	2	9,238,610	7,613,500	17.59%	71				
April	14,404,232	6,602,800	54.76%	2	10,692,270	8,990,800	15.91%	44				
May	15,620,973	11,147,700	28.64%	8	10,823,660	8,876,300	17.99%	42				
June	20,618,141	17,076,800	17.18%	11	11,745,505	10,228,700	12.91%	36				
July	14,015,150	17,175,300	-22.55%	9								
August	29,751,450	19,285,400	35.18%	11								
September	19,172,500	16,201,300	15.60%	3								
October	14,039,850	13,331,700	5.04%	0								
November	11,478,650	11,273,300	1.79%	37								
December	7,594,340	<u>7,819,800</u>	<u>-2.97%</u>	<u>82</u>								
Totals	192,042,231	140,574,300	26.80%	168								

The water department has quit providing the numbers for me to continue this report

Attachment #2

Customer Base in the PCRWC#3 area:

	Active Customers					New Customers					Customer Turnovers				
	2010	2011	2012	2013	2014	2010	2011	2012	2013	2014	2010	2011	2012	2013	2014
January		1284	1307	1321	1353		8	14	7	16		0.62%	1.07%	0.53%	1.18%
February	1247	1284	1304	1321	1353	7	6	8	10	4		0.47%	0.61%	0.76%	0.3%
March	1249	1284	1307	1326	1365	14	13	13	11	21	0.96%	1.01%	0.99%	0.83%	1.54%
April	1260	1283	1307	1326	1365	19	21	10	10	15	0.64%	1.71%	0.76%	0.75%	1.1%
May	1263	1284	1308	1340	1371	27	14	41	42	29	1.9%	1.01%	3.13%	3.13%	2.12%
June	1263	1287	1308	1340	1371	35	32	24	47	23	2.77%	2.26%	1.83%	3.51%	1.68%
July	1269	1287	1307	1340	1376	28	19	21	20	23	1.74%	1.48%	1.61%	1.49%	1.67%
August	1269	1288	1307	1340	1376	23	23	25	24	22	1.81%	1.63%	1.91%	1.79%	1.6%
September	1279	1299	1307	1346	1384	15	14	5	24	18	0.39%	0.23%	0.38%	1.78%	1.3%
October	1280	1299	1307	1346	1384	20	12	11	18	17	1.49%	0.92%	0.84%	1.34%	1.23%
November	1282	1299	1309	1345	1386	13	11	13	12	14	0.86%	0.85%	0.99%	0.89%	1.01%
December	<u>1282</u>	<u>1299</u>	<u>1309</u>	<u>1345</u>	<u>1386</u>	<u>9</u>	<u>12</u>	<u>16</u>	<u>15</u>	<u>15</u>	<u>0.7%</u>	<u>0.92%</u>	<u>1.22%</u>	<u>1.11%</u>	<u>1.08%</u>
Averages	1268	1290	1307	1336	1373	19	15	17	20	18	1.33%	1.09%	1.28%	1.49%	1.32%

	Active Customers					New Customers					Customer Turnovers				
	2015	2016	2017	2018	2019	2015	2016	2017	2018	2019	2015	2016	2017	2018	2019
January	1394	1416	1,485	1534	1546	19	8	10	11	17	1.36%	0.56%	0.67%	0.72%	1.10%
February	1394	1416	1,485	1534	1546	16	21	13	11	21	1.14%	1.48%	0.87%	0.72%	1.36%
March	1394	1416	1,485	1534	1546	21	13	23	19	20	1.51%	0.92%	1.55%	1.24%	1.30%
April	1394	1447	1,502	1543	*	14	30	18	28	17	1%	2.07%	1.19%	1.81%	*
May	1396	1447	1,502	1543	*	16	37	32	45	42	1.15%	2.56%	2.13%	2.92%	*
June	1396	1447	1,502	1543	*	42	32	37	37	37	3.01%	2.21%	2.46%	2.40%	*
July	1400	1457	1,507	1543	1475	37	23	30	22	31	2.64%	1.58%	1.99%	1.43%	2.10%
August	1400	1457	1,507	1543	1487	21	43	31	20	26	1.50%	2.95%	2.06%	1.30%	1.75%
September	1409	1457	1,507	1543	1481	14	14	8	14	14	1%	0.96%	0.53%	0.91%	0.95%
October	1409	1466	1,511	1556	1481	17	14	14	17	16	1.21%	0.95%	0.93%	1.09%	1.08%
November	1409	1466	1,511	1556	1481	9	13	8	18	14	0.64%	0.88%	0.53%	1.16%	0.95%
December	<u>1409</u>	<u>1466</u>	<u>1,511</u>	<u>1556</u>	<u>1488</u>	<u>14</u>	<u>14</u>	<u>20</u>	<u>24</u>	<u>21</u>	<u>1%</u>	<u>0.95%</u>	<u>1.32%</u>	<u>1.54%</u>	<u>1.41%</u>
Averages	1400	1447	1,501	1544		20	22	20	22		1.43%	1.51%	1.36%	1.44%	

*Customer Turnover Rate is New Customers/Active Customers. I can't report if the city will not provide active customer numbers.

Attachment #2

	Active Customers		New Customers		Customer Turnovers	
	2020	2021	2020	2021	2020	2021
January	1494	1502	12	15	0.80%	0.99%
February	1492	1499	12	8	0.80%	0.53%
March	1497	1503	15	17	1%	1.13%
April	1490	1509	16	21	1.07%	1.39%
May	1499	1511	38	25	2.53%	1.65%
June	1504	1526	39	35	2.59%	2.29%
July	1494		32		2.14%	
August	1502		25		1.66%	
September	1502		19		1.26%	
October	1496		13		0.86%	
November	1499		16		1.06%	
December	1499		19		1.26%	
Averages	1,497		21		1.42%	

The water department has quit providing the numbers for me to continue this report

Attachment #3

New Water Meters Requested and Installed in the PCRWC#3 area

	2008	2008	2009	2009	2010	2010	2011	2011	2012	2012	2013	2013	2014	2014
	Requested	Installed	Requested	Installed	Requested	Installed	Requested	Installed	Requested	Installed	Requested	Installed	Requested	Installed
January	1	2	0	0	0	0	1	0	0	0	15	18	0	0
February	1	1	0	0	0	0	8	0	0	0	1	1	0	0
March	0	13	0	0	0	1	2	0	3	0	1	1	1	0
April	0	1	0	0	0	2	1	1	1	2	5	4	1	1
May	0	0	4	0	4	10	3	0	3	0	1	1	4	0
June	0	0	1	0	1	0	0	0	3	3	9	6	3	1
July	0	2	4	4	4	0	5	1	1	0	4	9	4	4
August	0	0	6	0	6	0	8	0	0	0	1	3	0	5
September	0	0	5	0	5	1	0	2	1	0	0	1	3	5
October	0	0	4	0	4	6	1	6	0	0	6	12	3	1
November	0	0	4	0	4	4	0	2	1	50	3	0	0	3
December	0	0	0	5	0	0	4	0	11	4	4	0	1	0
Totals	2	19	28	9	28	24	33	12	24	59	50	56	20	20

	2015	2015	2016	2016	2017	2017	2018	2018	2019	2019	2020	2020	2021	2021
	Requested	Installed	Requested	Installed	Requested	Installed	Requested	Installed	Requested	Installed	Requested	Installed	Requested	Installed
January	0	0	0	0	11	1	0	3	3	0	2	0	2	3
February	0	0	1	0	3	4	1	0	2	5	0	1	0	1
March	6	0	3	0	1	4	2	2	0	5	2	0	1	2
April	2	5	5	3	14	3	6	4	3	1	0	0	0	1
May	0	1	2	6	2	10	3	4	2	2	1	1	3	1
June	3	0	3	2	2	1	4	0	0	2	3	2	1	1
July	1	2	0	1	3	0	1	6	0	2	2	1	1	1
August	3	1	2	3	2	2	0	1	1	0	0	4	0	0
September	2	1	3	1	0	2	2	0	5	3	2	0	0	0
October	1	3	0	2	3	3	2	1	2	1	1	0	0	0
November	6	2	3	3	2	2	2	4	1	2	2	3	0	0
December	1	5	0	4	1	1	8	2	1	4	4	0	1	0
Totals	25	20	22	25	44	33	31	47	20	27	19	12	20	20

The water department has quit providing the numbers for me to continue this report

Status of Projects Affecting Former RWC#3
(Amended Exhibit C and Other Projects)

Phase 1 – Items to be completed July 1, 2011 thru June 30, 2013

#1 – Hilltop Booster Pump Station

Project Description: Replace all piping in the vault of the lift station. Install second pump and refurbish electrical controls. Shown as Item 3a in Proposed Water Utilities General Capital Projects.

Status: **Completed 2012**

#2 – Various Locations

Project Description: Install flush/fire hydrants at locations to be determined by field operations personnel. Shown as Item 3b in Proposed Water Utilities General Capital Projects.

Status: **Completed 2013**

#3 – Country Club between 37th and 44th (map #01-31)

Project Description: Install 650 feet of 4" line. Shown as Item 3c in Proposed Water Utilities General Capital Projects.

Status: **Completed.** Phase 1 was completed in fall of 2016. Phase 2 was completed in winter of 2018.

#4 – Vicinity of 19th – Location TBD

Project Description: Install chlorine injection facility to boost chlorine residual in the system.

Status: The City will address system wide chlorine residuals in its water quality study, currently in progress.

#5 – OSU Plant

Project Description: Remove meter, abandon 3,000 feet of 10" line.

Status: **Completed 2009**

#6 – 44th and Country Club

Project Description: Install three cross-connections between parallel 4" pipes on 44th.

Status: **Completed 2011**

#11 – Hidden Oaks

Project Description: Install Booster Pump Station – 2 pumps, 3hp- at intersection of Hidden Oaks and 19th (annexed into the City Limits).

Status: **Completed temporary pump station located on Range Road serving Hidden Oaks and Boulder Creek. Water2040 improvements have addressed long term needs in this area. The pump station has been demolished as part of Water 2040.**

#13 – Nottingham Tower and Pump Station

Project Description: Add 20 feet to standpipe and build new pump station at Cottonwood and 19th, 2 pumps – 200 GPM at 100ft of head (approx. 10hp).
Status: **The 44th Tower and Range BPS replaced Nottingham Tower and Pump Station in Spring, 2019. Nottingham Tower and pump station have been demolished.**

#14 – Karsten Area

Project Description: Extend waterline to Fire Academy to improve water quality – Install 400 feet of 6" line. Shown as Item 3f in Proposed Water Utilities General Capital Projects.
Status: The City will look at the system requirements in this area in its water quality study, currently in progress.

#17 – Bilyeu Tower

Project Description: Take out of service and remove. Relocate to property on Vista Drive. Install 650 feet of 6" line to connect to system and altitude valve.
Status: **Bilyeu Tower has been taken out of service, and will be removed. Water pressure on Vista Lane has been addressed via Water2040 improvements.**

#18 – Range Road Pump Station

Project Description: Demolish
Status: **Completed 2009**

#24 – School, Nottingham, Twin (2), Tan-Tar-A, Coyle Towers

Project Description: Remove altitude valves or install bypass so that tank floats on system.
Status: **Completed 2012**

#25 – Redlands Rd between SH51 and Lakeview

Project Description: Cap off 2.5" near Redland/Airport, connect 2.5" going north to T of 4"/3", move 5 individual services to 4", move connects for 2.5" pipes on W 2nd and W Virginia to the 4" line. Shown as Item 3b in Proposed Water Utilities General Capital Projects.
Status: **Completed 2012**

Phase 2 – Items to be completed July 1, 2011 thru June 30, 2015

#7 – Lakeview between Redlands and Cottonwood

Project Description: Install ½ mile of 4" line on Lakeview to complete the loop.
Status: Delayed due to addition of higher priority projects (ODOT projects and Yost Pump Station and Yost Tower).

#12 – Yost Booster Pump Station and School Tower

Project Description: Relocate and rebuild the pump station. It continues to flood during heavy rains. Add 20 feet to School Tower standpipe.

Status: Project currently in design phase. Pump station will be constructed at WTP and a new elevated storage tank will replace School and Reisbeck Towers. **As an interim measure, staff have improved the pump station piping and enclosure to improve capacity and reliability and improved the grading to minimize flooding.**

#27 – 19th between Range and Country Club

Project Description: *Connect dead ends with 600 feet of 3" line, including a creek crossing and bore under the road, install a flush hydrant.*

Status: **Completed 2010.** *Abandoned approximately 1 mile of small diameter water line and made connections between the rural and municipal systems to eliminate the dead end.*

#32 – Lakeview Rd between Country Club Rd and Range Rd

Project Description: Install about 5,300 feet of 6" line to connect 8" line at Country Club Rd and 6" line at Range Rd.

Status: Delayed due to additional projects (ODOT projects and Yost Pump Station and Yost Tower).

Phase 3 – Items to be completed July 1, 2011 thru June 30, 2017

#8 – Sangre ½ mile north of 44th

Project Description: Install master meter to City system and ½ mile of 6" pipe between meter and 44th.

Status: **Addressed by Water 2040 projects.**

#9 – Karsten Road south of SH51

Project Description: Install 130 feet of 6" pipe to loop 3".

Status: Delayed due to additional projects (ODOT projects and Yost Pump Station and Yost Tower). To be addressed with the Karsten Area project (#14).

#10 – Western between 56th and 44th

Project Description: *Install 1,300 feet of 6" pipe to connect new tower at 56th to water line on Western.*

Status: **Completed as 18" water line in 2016.**

#15 – 44th and Country Club – Boersma Pump Station

Project Description: *Add VFDs, controller and telemetry to Boersma Pump Station.*

Status: **Replaced the entire pump station in 2012.** Note: Boersma Pump Station is currently offline has been demolished.

#16 – White Tower

Project Description: Remove
Status: **Completed 2017**

#19 – OSU Pump Station

Project Description: Take out of service, install 7,600 feet of 4" pipe connected to OSU Farm with existing 2.5" pipe on 44th between Hackelman Rd and Karsten Creek Rd.
Status: Delayed due to additional projects (ODOT projects and Yost Pump Station and Yost Tower).

#20 – Booster Pump Stations

Project Description: Connect to WTP SCADA system to monitor
Status: SCADA was installed at Boersma and Yost Pump Stations in 2012. Boersma and Nottingham pump stations have been demolished because the new Range booster pump station and 44th Tower have replaced them. Karsten, Hilltop and OSU pump stations have been delayed due to additional projects (ODOT projects and Yost Pump Station and Yost Tower). A future SCADA Master Plan is currently on the City's Capital project list and will address the SCADA needs for each site.

#21 – Eight Standpipes

Project Description: Install 8 foot security fence along perimeter of easement.
Status: Tan-Tar-A, Coyle, and Reisbeck are complete. School standpipe will be replaced with the Yost Tower Project. The Twin Towers have been demolished and replaced by the 44th Tower. Bilyeu standpipe will be demolished. White tower was demolished in 2017. Nottingham Tower was demolished in 2020.

#22 – Eight Standpipes

Project Description: Add diffusers/mixing systems.
Status: Mixing system installed at Tan-Tar-A Tower in 2017. Mixing system for Coyle Standpipe is delayed pending results at Tan-Tar-A Tower. Reisbeck and Bilyeu standpipes will be demolished. Yost standpipe will be replaced with the Yost Tower project, which will be designed with separate in/out feeds for effective mixing. Twin Towers were demolished and replaced by the new 44th Tower, which was constructed with separate in/out feeds for effective mixing. Nottingham Tower was demolished in 2020.

#23 – Eight Standpipes

Project Description: Connect to WTP SCADA system to monitor

Status: Coyle and Tan-Tar-A SCADA are delayed due to additional projects (ODOT Projects and Yost Pump Station and Yost Tower). Reisbeck and Bilyeu Standpipes will be demolished. Yost standpipe will be replaced with the Yost Tower project, which will be connected to SCADA. Twin Towers were demolished and replaced by the new 44th Tower in 2019. The 44th Tower is connected to SCADA. Nottingham Tower was demolished in 2020.

#26 -- Country Club Rd between 6th and McElroy

Project Description: Install 3,500 feet of 6" line between end of City line on Country Club and RWC #3 line north of creek.

*Status: **Completed 2015***

#28 -- Woodlake Subdivision

Project Description: Install 350 feet of fusible PVC along the dam to cross the lake.

*Status: **Completed 2012***

#29 -- Karsten Creek, Hilltop Pump Station

Project Description: Install VFDs, controls and telemetry; add equipment to communicate with SCADA system at WTP.

Status: Karsten Creek Pump Station delayed due to additional projects (ODOT projects and Yost Pump Station and Yost Tower).

#30 -- Tan-Tar-A Subdivision

Project Description: Install 1200 feet of 4" pipe to complete a loop to the Tan-Tar-A Subdivision.

Status: Delayed due to additional projects (ODOT projects and Yost Pump Station and Yost Tower).

#31 -- Range Rd, Lakeview to Airport

Project Description: Connect dead end -- Install 2900 feet of 6" pipe.

Status: Delayed due to additional projects (ODOT projects and Yost Pump Station and Yost Tower).

Additional Projects

A -- ODOT Project -- Harrington Creek Crossing on S.H. 51 East Bound Lane

Project Description: The bridge was replaced by ODOT and the water lines had to be moved per design.

*Status: **Completed 2012***

B -- ODOT Project -- Range and McElroy Bridge Replacement

Project Description: The bridge was replaced over Stillwater Creek and the intersection realigned by ODOT, which required the existing rural water lines to be replaced.

Status: **Completed 2013**

C – Water2040 Program

Project Description: Upgrade the existing water systems (pumping, piping and storage) to improve service to municipal and rural system customers and allow for future development.

Status: Central Zone and 44th Ave. Water Towers are complete and in service. Range Pump Station and Water Transmission Line to 44th Tower are complete and in service. Western Road from 44th Ave. to Sangre Road and 32nd Ave. Water line was completed in Fall 2018. 32nd Ave. Pump Station and Water Transmission Line from 6th to 32nd were completed in Spring of 2021.

D – Water2040 Program - Highway 51 and Country Club Road Water Pump Station and Transmission Water Line to Range Tower

Project Description: New pump station needed to replace the existing below ground pump station at the corner of Country Club Road and HWY51.

Status: **Completed 2017**

E – ODOT Project – Phase 2 of the Modification of Country Club Road between McElroy and Lakeview

Project Description: Country Club Road was reconstructed by ODOT and the existing rural water main needed to be replaced.

Status: **Completed 2016**

F – Hydrant Flushing Schedule

Project Description: Monthly flushing schedule created and posted on City website for public view.

Status: **Completed 2016**



REPORT TO: SUA TRUSTEES

MEETING DATE: JULY 11, 2022

Agenda Item:	5b. SUA-22-40									
Prior Council Action/Related Items:	SUA-22-10									
Background / Issue:	- March 7, 2022 SUA Trustees authorized expenditures for two digger derrick trucks for the distribution division of the electric department. ✓ Replace Unit #228, a 1999 Navistar International digger derrick necessary to install, remove, and replace electrical equipment and utility poles. The estimated replacement cost was \$300,000. ✓ Replace Unit # 235, a 2005 Sterling Acterra digger derrick necessary to install, remove and replace electrical equipment and utility poles. The estimated replacement cost was \$300,000. - The approved items required public bidding.									
Proposal/Solution:	- Bid solicitations were prepared and advertised in accordance with the City’s purchasing manual. - Two bids were received and opened on April 27, 2022 and are tabulated in the table below: Summary of Evaluation <table><tr><th>Bidder Name</th><th>Unit (1) 33,000 GVWR Truck Chassis Equipped with a 45" Hydraulic Rotating Digger Derrick</th><th>Unit (2) 33,000 GVWR Truck Chassis Equipped with a 45" Hydraulic Rotating Digger Derrick</th></tr><tr><td>Terex</td><td>\$287,451</td><td>\$287,451</td></tr><tr><td>Altec</td><td>\$336,584</td><td>\$336,584</td></tr></table> Terex met all bid specifications making them the lowest responsible bidder with an estimated 12 month delivery time. Altec estimated a 48 month delivery time.	Bidder Name	Unit (1) 33,000 GVWR Truck Chassis Equipped with a 45" Hydraulic Rotating Digger Derrick	Unit (2) 33,000 GVWR Truck Chassis Equipped with a 45" Hydraulic Rotating Digger Derrick	Terex	\$287,451	\$287,451	Altec	\$336,584	\$336,584
Bidder Name	Unit (1) 33,000 GVWR Truck Chassis Equipped with a 45" Hydraulic Rotating Digger Derrick	Unit (2) 33,000 GVWR Truck Chassis Equipped with a 45" Hydraulic Rotating Digger Derrick								
Terex	\$287,451	\$287,451								
Altec	\$336,584	\$336,584								

Financial Impact/Funding Source(s):	Funds for this purchase have been appropriated from the Rate Stabilization Fund.
Related Strategic Priority:	#1 Effective Services & Accountable Government: To provide effective services and accountable government for all citizens by practicing fiscal responsibility, transparency and outstanding customer service. #3 Safe Community: To identify effective services that enhance relationships, responsiveness and quality customer service.
Recommended Action/Motion:	Motion to award the bid for two digger derrick trucks to Terex; authorize City Manager to execute the contract in the amount of \$574,902; and authorize expenditures up to \$600,000, including contingency.
Prepared By:	Loren Smith, Electric Utility Director
Reviewed By:	Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager