



1407 W North Temple, Suite 310  
Salt Lake City, Utah 84114

August 31, 2017

***VIA ELECTRONIC FILING***

Utah Public Service Commission  
Heber M. Wells Building, 4<sup>th</sup> Floor  
160 East 300 South  
Salt Lake City, UT 84114

Attention: Gary Widerburg  
Commission Secretary

**RE: Docket No. 17-035-47 – In the Matter of the Application of Rocky Mountain Power for Approval of the Pole Attachment Agreement between Rocky Mountain Power and UBTA-UBET Communications, Inc., Uintah Basin Electronic Telecommunications, L.L.C., d/b/a Strata Networks**

The Company herein files its application in the above referenced matter.

Rocky Mountain Power respectfully requests that all formal correspondence and requests for additional information regarding these filings be addressed to the following:

By E-mail (preferred): [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com)  
[bob.lively@pacificorp.com](mailto:bob.lively@pacificorp.com)  
[daniel.solander@pacificorp.com](mailto:daniel.solander@pacificorp.com)

By regular mail: Data Request Response Center  
PacifiCorp  
825 NE Multnomah, Suite 2000  
Portland, OR 97232

Bob Lively  
Rocky Mountain Power  
1407 West N. Temple  
Salt Lake City, UT 84116  
Telephone: (801) 220-4052

Daniel E. Solander  
Rocky Mountain Power  
1407 West N. Temple, Suite 320  
Salt Lake City, UT 84116  
Telephone: (801) 220-4014

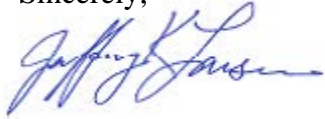
Utah Public Service Commission

August 31, 2017

Page 2

Informal inquiries may be directed to Bob Lively at (801) 220-4052.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey K. Larsen". The signature is fluid and cursive, with the first name "Jeffrey" and last name "Larsen" clearly distinguishable.

Jeffrey K. Larsen

Vice President, Regulation

Enclosure

Daniel E. Solander (11467)  
Rocky Mountain Power  
1407 North W. Temple Suite 320  
Salt Lake City, Utah 84116  
Telephone No.: (801) 220-4014  
E-mail: [daniel.solander@pacificorp.com](mailto:daniel.solander@pacificorp.com)

Attorney for Rocky Mountain Power

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

In the Matter of the Application of Rocky Mountain Power for Approval of the Pole Attachment Agreement between Rocky Mountain Power and UBTA-UBET Communications, Inc., Uintah Basin Electronic Telecommunications, L.L.C., d/b/a Strata Networks	DOCKET No. 17-035-47  <b>APPLICATION OF ROCKY MOUNTAIN POWER</b>
---	--

PacifiCorp, doing business in Utah as Rocky Mountain Power (“Rocky Mountain Power” or “Company”) respectfully requests an order under Utah Admin. Code R746-345-3 approving a Pole Attachment Agreement (the “Agreement”) between Rocky Mountain Power and UBTA-UBET Communications, Inc., Uintah Basin Electronic Telecommunications, L.L.C., d/b/a Strata Networks (“Strata” or “Licensee”), dated August 4, 2017, attached hereto as Exhibit A. Rocky Mountain Power and Strata are referred to, individually, as a “Party” and together as the “Parties.”

In support of its Application, Rocky Mountain Power states as follows:

1. Rocky Mountain Power is a public utility in the state of Utah, subject to the jurisdiction of the Commission with regard to its rates and service. As a public utility that permits attachments to its poles by an attaching entity, Rocky Mountain Power is obligated to provide that service pursuant to Utah Admin. Rule R.746-345. This is the first reciprocal pole attachment Rocky Mountain has submitted for Commission approval.

2. Communications regarding this Application should be addressed to:

By e-mail (preferred): [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com)  
[bob.lively@pacificorp.com](mailto:bob.lively@pacificorp.com)  
[daniel.solander@pacificorp.com](mailto:daniel.solander@pacificorp.com)

By mail: Data Request Response Center  
Rocky Mountain Power  
825 NE Multnomah St., Suite 800  
Portland, OR 97232

Bob Lively  
Rocky Mountain Power  
1407 West N. Temple  
Salt Lake City, UT 84116  
Telephone: (801) 220-4052

Daniel E. Solander  
Rocky Mountain Power  
1407 West N. Temple, Suite 320  
Salt Lake City, UT 84116  
Telephone: (801) 220-4014

3. Under R746-345-3(B)(1), the parties to pole attachment contracts “may voluntarily negotiate an alternative contract . . . [and] shall submit the negotiated contract to the Commission for approval.” The Agreement was voluntarily negotiated between Rocky Mountain Power and Strata and represents the Parties’ agreed-to terms and conditions for Strata’s attachments to Rocky Mountain Power’s poles in Utah.

4. As with other pole attachment agreements approved by the Commission over the last several years, the Agreement negotiated between Rocky Mountain Power and Strata contains terms that differ from the agreement approved by the Commission on November 21, 2012, in Docket 10-035-97, known as the “Safe Harbor.”

a. The Agreement modifies the definitions by: (1) adding a definition for “Application,” establishing a process for adding or modifying attachments; (2) clarifying the definition of “Attachment” by replacing the definition of “Attachment Space”; (3) adding a

definition for “Carrying Charge”; (4) adding a definition for “Cost Estimate” to clarify when flat rates may be charged by Rocky Mountain Power; (5) adding a definition for “Distribution Construction Standards” and including the standards as an exhibit; (6) adding a definition for “Inspection” which includes pre-construction, special inspections, audits, and periodic safety inspections; (7) changing “Distribution Pole” to “Pole”; (8) adding a definition for “Rental Rate” clarifying the rental rates for each party; and (9) adding a definition for “Service Drop.”


b. The Agreement also contains: (1) changes to the “Scope of Agreement” to make clear it does not apply to wireless communications equipment; (2) minor edits to the “Application for Permission to Install Attachment” section that clarifies fees and process; (3) changes to the “Licensee’s Right to Install Equipment” section to clarify fees and process; (4) changes to the “Conformance to Requirements and Specifications” section to clarify installation requirements and standards; (5) clarifications to the “Make-ready Work” section, including a provision that rejecting Make-ready cost estimates will be deemed as a revocation of the Application to attach; (6) changes to the pole replacement provisions to clarify that Licensee will bear the risk for pole replacements needed to complete requested attachments; and (7) addition of a “Lower and Haul” section regarding removal of vacated pole.

c. Additional minor changes from the Safe Harbor agreement are simply non-substantive wording changes or are changes negotiated between the parties. A table of contents was added for convenience.

WHEREFORE, Rocky Mountain Power respectfully requests that the Commission issue an order approving the Agreement submitted herewith and find the terms and conditions of the Agreement to be just and reasonable and in the public interest.

DATED this 31<sup>st</sup> day of August, 2017.

Respectfully submitted,



---

Daniel E. Solander

*Attorney for Rocky Mountain Power*

**Exhibit A**  
**Pole Attachment Agreement**

# UTAH POLE ATTACHMENT AGREEMENT

Between

ROCKY MOUNTAIN POWER,  
A DIVISION OF PACIFICORP

And

UBTA-UBET COMMUNICATIONS, INC.,  
UINTAH BASIN ELECTRONIC TELECOMMUNICATIONS, L.L.C.,  
d/b/a STRATA NETWORKS

This Pole Attachment Agreement is made and entered into this 4 day of August, 2017, between Rocky Mountain Power, a division of PacifiCorp, a corporation organized and existing under the laws of the State of Oregon and qualified to do business in the State of Utah, hereinafter "PacifiCorp" or "RMP", and UBTA-UBET Communications, Inc., a Utah corporation, Uintah Basin Electronic Telecommunications, L.L.C., a Utah limited liability company, and their whole owned subsidiaries (d/b/a Strata Networks), validly organized and existing under the laws of the State of Utah, and qualified to do business in the State of Utah, hereinafter "Strata", (collectively, "the Parties"). The Parties mutually agree that the terms and conditions of this Pole Attachment Agreement, hereinafter "Agreement" and applicable law shall govern the Parties' non-exclusive use of such Poles owned by each Party and located in the State of Utah as each may, upon application, permit the other to use. Both parties to the Agreement may be referred to as "Pole Owner," "Licensee," "Party," or "Parties."

WITNESSETH

WHEREAS, the Parties are engaged in the business of providing service to customers in certain areas within the state of Utah; and

WHEREAS, the Parties sometimes place and maintain Poles or Pole Lines upon or along the same highways, streets or alleys and other public or private places for the purpose of supporting the wires and associated facilities used in their respective businesses; and

WHEREAS, the Parties desire to cooperate in establishing the common use of poles consistent with and in furtherance of and compliance with the rules and policies of the Public Service Commission of Utah; and

WHEREAS, access to poles is dependent upon considerations of safety, reliability, capacity and generally applicable engineering standards;

NOW, THEREFORE, in consideration of the mutual covenants and agreements made and contained herein, the Parties hereby agree as follows:

Strata RMP reciprocal PAA - Utah



## **ARTICLE I. DEFINITIONS**

“Agreement” means this Utah Pole Attachment Agreement.

“Application” is an action where Licensee requests permission to add or modify its Attachment(s), or sends notification of its removal of previous Attachments. Refer to Exhibits A and B for the fees associated with Applications. The cost incurred for Applications are not included in the Carrying Charge of the annual Rental Rates contained in Exhibit A (RMP) and Exhibit B (Strata).

“Attachment” means Pole Attachment as defined in R746-345-2(E) of the Utah Administrative Rules.

“Audit” means a periodic examination of Pole Owner’s Poles occupied by Licensee and any of Licensee’s Attachments or Equipment attached to such Poles for the purpose of i) verifying the presence or location of all Attachments and any other Pole-mounted Equipment of Licensee, or ii) determining whether Licensee is in compliance with the requirements and specifications of Section 3.04 of this Agreement or any other obligation of Licensee under this Agreement.

“Business Days” means days other than a Saturday, Sunday, or state or federal holiday when banks are authorized to be closed.

“Carrying Charge” has the meaning given in R746-345-5(A)(2)(a).

“Commission” means the Public Service Commission of Utah.

“Cost Estimate” means anticipated costs on each individual piece of work or flat rates when published flat rates for Make-ready Work from each Party are included in their respective Fee Schedules (Exhibit A for RMP and Exhibit B for Strata). Pole Owner in its sole judgment, reserves the right to choose when flat rates are applicable to proposed Make-ready Work.

“Distribution Construction Standards” means Pole Owner’s current distribution construction standards attached and any revisions thereof hereto as Exhibit E.

“Electronic Notification System” or “ENS” means the electronic system or combination of electronic systems that may be agreed to between Pole Owner and Licensee unless one is approved by the Commission. The Parties shall utilize ENS to submit Applications for permission to attach, relocate, or remove Equipment under the terms of this Agreement, and to respond to requests for work to be performed.

“Equipment” means all devices, articles or structures necessary to operate the business of the Parties including, but not limited to, cables, wires, conductors, fiber optics, insulators, connectors, fasteners, transformers, capacitors, switches, batteries, amplifiers, materials, appurtenances, or apparatus of any sort, whether electrical or physical in nature, or otherwise, including without limitation all support equipment such as guy wires, anchors, anchor rods, grounds, and other accessories.

“Fee Schedule” means the fees and charges set forth in Exhibit A for RMP and Exhibit B for Strata attached hereto as may be amended from time to time in accordance with R746-345-3(A) of the Utah Administrative Rules.

“Inspection” means examination by Pole Owner of its Poles and all proposed or existing Attachments for the purpose of verifying the number and location of all Attachments and any other pole-mounted Attachment of Licensee, or determining whether Licensee is in compliance with the terms of this Agreement, which includes the following types of Inspections:

1. Pre-Construction Inspection: Performed when Applications by Licensee are submitted for new Attachment. This fee is included in the Utah per pole Application fee (Exhibit A for RMP and Exhibit B for Strata).
2. Special Inspection: Pole Owner’s field visit made at the request of Licensee. A Special Inspection does not include Pre-Construction Inspections. The costs incurred for Special Inspections are not included in the Carrying Charge of the annual Rental Rate calculation (Exhibit A for RMP and Exhibit B for Strata).
3. Audit: an activity to collect information through examination by Pole Owner of all or any number of Poles that may have Licensee Attachments. The costs incurred for Audits are included in the Carrying Charge for the annual Rental Rate calculation (Exhibit A for RMP and Exhibit B for Strata).
4. Periodic Safety Inspection: Any Inspection done by Pole Owner to review the safety and integrity of its Poles. The costs of Periodic Safety Inspections are included in the Carrying Charge for the annual Rental Rate calculation (Exhibit A for RMP and Exhibit B for Strata).

“Licensee” means the Party that has been granted access to the Pole Owner's Poles pursuant to this Agreement or who is seeking or has obtained permission to place Equipment upon Pole Owner's Poles as provided in Article III of this Agreement.

“Make-ready Work” means Make-ready Work as defined in UAR R746-345-2(D), including all engineering, inspection, design, planning, construction, or other work reasonably necessary for the installation of Licensee’s Attachments on the Poles, including without limitation, work related to transfers, rearrangements and replacements of existing Poles or Equipment, and the addition of new Poles or Equipment.

“National Electrical Safety Code” or “NESC” means the current edition, and any supplements thereto and revisions or replacements thereof, of the publication, so named, published by the Institute of Electrical and Electronics Engineers, Inc., for the purpose of safeguarding persons and property during the installation, operation, or maintenance of electric supply and communication lines and associated equipment.

“Pole” means any distribution pole or secondary pole as defined in UAR R746-345-2.

“Pole Owner” means a public utility having ownership or control of Poles used, in whole or in part, for any electric or telecommunications service.

“Rental Rate” means the annual rent amount for each attachment payable to Pole Owner by Licensee at the respective rates set forth on Exhibit A for RMP and Exhibit B for Strata.

“Service Drop” means a connection from distribution facilities to the building or structure being served.

“Unused Equipment” means any Equipment situated on Pole Owner’s Poles, that Licensee has ceased operating or utilizing in the normal course of furthering the purposes of its business.

“UAR” means the Utah Administrative Rules.

Strata RMP reciprocal PAA - Utah

## **ARTICLE II. SCOPE OF AGREEMENT**

### **Section 2.01 Poles; Geographic Scope**

This Agreement shall apply to all areas served by the Parties in the State of Utah and shall cover all Poles of each of the Parties within Utah which are presently commonly used, as well as Poles which are now existing or which shall hereafter be erected in areas mutually served when such Poles are included within the scope of this Agreement in accordance with its terms.

This Agreement applies only to the use of the Parties' Poles. Attachments to Rocky Mountain Power owned Poles which are not designed to accommodate distribution lines will be reviewed and approved at Rocky Mountain Power's sole discretion which shall not be unreasonably withheld.

### **Section 2.02 Attachments; Scope**

Each Party's use of the other Party's Poles shall be confined to the Attachments which Pole Owner has given Licensee written permission to install. This Agreement does not apply to wireless communications equipment (e.g. WIFI antennas, cellular antennas, or any other wireless communication device). Licensee shall not sublet, assign, or otherwise transfer, for any purpose, all or any part of its Attachments while situated upon Pole Owner's Poles, to any other person or persons other than an affiliate without the prior consent of the Pole Owner.

### **Section 2.03 Reservation of Rights**

Pole Owner may reserve space on its Poles if such reservation is consistent with a development plan that reasonably and specifically projects and identifies a need for that space in the provision of its core utility service. In granting permission to use a Pole or Poles upon which space has been reserved, Pole Owner shall inform Licensee of the space reservation. Pole Owner shall permit use of its reserved space until such time as Pole Owner has an actual need for that space, as determined by Pole Owner in Pole Owner's reasonable discretion, when Pole Owner may recover the reserved space for its own use. Pole Owner shall give the displaced Licensee commercially reasonable notice of the reclamation of space as well as the opportunity to make alternate arrangements, if available, including but not limited to allowing Licensee to pay for any reasonable modifications needed to continue to accommodate the Attachments that would otherwise be displaced.

## **ARTICLE III. USE OF POLES**

### **Section 3.01 Application for Permission to Install Attachment**

With the exception of Service Drops as specified in Section 3.02 and specific instances of overlash as outlined in this Section 3.01, before Licensee places an Attachment upon any of Pole Owner's Poles, Licensee shall request permission from Pole Owner in writing and submit payment for all applicable fees, pursuant to the Fee Schedule (attached as Exhibit A for RMP and Exhibit B for Strata) upon receipt of an invoice from Pole Owner. Rental fees for each approved billable Attachment shall be in accordance with Section 5.01 pursuant to the Rental Rate schedule (attached as Exhibit A for RMP and Exhibit B for Strata).

Licensee shall make its written Application to Pole Owner at the address set forth in Article XII or electronically in the event the Parties adopt an Electronic Notification System for applications. The

Strata RMP reciprocal PAA - Utah

current written application form is attached hereto as Exhibit C and may be revised from time to time as approved by the Parties. The Application shall contain all required information including: the specific Equipment to be installed, the map number (to the extent that it is identifiable or provided by Pole Owner and part of the Pole number), both party's Pole numbers (to the extent that the Pole numbers are on the Pole and identifiable as the party's Pole number), street address of nearest physical location identifier of the Poles in question, the space desired on each Pole, and any additional information requested by Pole Owner as reasonably necessary to properly review the request for attachment. Pole Owner shall not unreasonably request such additional information. Licensee shall not unreasonably refuse to provide such additional information.

With the exception of construction on existing slack spans or on existing messengers attached to Poles carrying voltages at or above 34.5 kV, Licensee may overlash a single fiber cable, coaxial cable, or conduit (including fiber contained therein), of .85 inch diameter or smaller without submitting an application. For these specific instances of overlashing Licensee will provide Pole Owner with maps of the proposed overlash route and Pole numbers, ten (10) days prior to such overlashing. Licensee agrees to correct any of Licensee's existing noncompliant facilities at the time of the overlashing such that the facilities are made to comply with the NESC. Any other overlashing requires Licensee to submit an Application to Pole Owner and receive approval prior to installation.

Third Party overlashing is not allowed absent a separate contractual Agreement between the third party, the overlash party, and the Pole Owner.

In the event the Commission approves an ENS, the Parties will use the ENS to submit, approve and/or deny applications for permission to attach, relocate or remove Equipment and will follow all procedures required by such ENS.

### Section 3.02 Licensee's Right to Install Equipment

The Pole Owner shall process permit Applications and provide Cost Estimates of the costs of Make-Ready work in accordance with R746-345-3(C) of the Utah Administrative Rules.

If notice of approval or denial of the Application is not received from Pole Owner within the time frames set forth in R746-345-3(C) of the UAR, Licensee may appeal to the Commission for permission to proceed due to lack of response by Pole Owner; however, Licensee must receive permission from the Commission or written approval from Pole Owner before proceeding with the installation of the Attachments.

After processing an Attachment Application, Pole Owner shall inform Licensee that the Application has been approved or denied by returning the Application with an appropriate notation to the Licensee via Commission approved ENS or in the absence of one, at the address set forth in Article XII. Any denial of an application by the Pole Owner must be in writing and describe with specificity the lack of Pole capacity, safety or reliability problems, or generally applicable engineering standards that led to the denial of the application. The Licensee may appeal to the Commission that Pole Owner's stated reasons are insufficient grounds for rejection.

Licensee shall have the right, subject to the terms of this Agreement, to install, maintain, and use the Equipment only as specified in the approved application, upon the Pole(s) identified therein.

Licensee shall have the right to install Service Drops without prior approval by Pole Owner. This would include Service Drops made from Poles on which the attaching entity may not originally have had an Attachment, as long as the Pole is adjacent to Poles on which the attaching entity does have authorized Attachments. Prior notification is not required for the attachment of Service Drops where the Licensee has an existing Attachment. However, when Licensee installs Service Drops, Licensee must follow all procedures applicable to Attachments generally and Licensee shall submit notification to Pole Owner on a monthly basis, on or before the 20th day of each month following the installation date. Notwithstanding the above, no notification shall be required for Service Drops that are mid-span self-supporting wire or wires, and that do not require the use of messenger strand and a lashed cable. Required notifications of Service Drop installations shall contain information identifying the Pole to which the Service Drop was added and the amount of new space on the Pole, if any, being used. With the exception of the requirements waived in this paragraph, Service Drop Attachments are subject to all other terms and conditions of this Agreement. Should Pole Owner deny permission to install the Service Drop, Licensee shall re-route the Service Drop as soon as practicable.

If the Licensee rejects the Make-Ready cost estimate, as discussed in R746-345-3(C), Licensee may, at its own expense and only as permitted by R746-345-3(C), exercise the self-build option outlined in Section 3.09.

#### Section 3.03 Labeling of Poles and Attachments

Pole Owner and Licensee shall conform to Utah Administrative Rule R746-345-4 pertaining to Pole and Attachment labeling. When Pole Owner rennumbers a Pole, it shall provide written notice of the new Pole number and cross-reference the old Pole number along with the Poles' location to Licensee within thirty (30) days. When the Pole Owner sells a Pole or Poles to a third party, such sale shall be documented by a Bill of Sale or other legal document and Licensee shall be provided with the name and contact information for the new Pole Owner within thirty (30) days of the sale. Pole Owner shall also provide to Licensee a detailed list of Poles sold which includes Pole numbers and any other available information which may assist Licensee in identifying the specific Poles sold.

#### Section 3.04 Conformance to Requirements and Specifications

Licensee shall, at its sole risk and expense, place and maintain its Equipment upon the Poles in conformity with the requirements and specifications of the NESC and other applicable laws, as well as any additional construction standards approved by the Commission, including Pole Owner's Distribution Construction Standards attached to this Agreement as Exhibit E. Licensee agrees that, consistent with Commission rules and industry practice, and in consideration of safety and reliability of service concerns, twisted pair copper cable or wire should generally be the lowest Attachment on Pole Owner's Poles. All other cable or wire Attachments should generally be placed above twisted pair copper cable, except as permitted by R746-345-3(D). In the event of any conflict between any of the requirements and specifications of the NESC, the UAR, and those prescribed by Pole Owner, the more stringent requirements and specifications shall govern. In the event there are changes in any such requirements or specifications that require modifications to Licensee's Equipment, including, but not limited to changes in required NESC or Utah Department of Transportation (UDOT) clearances, Licensee shall modify its Equipment to comply with such changes at its sole risk and expense as specifically required by the NESC or UDOT.

#### Section 3.05 Access to Electric Utility Space

Unless Licensee is an electric utility or is using a qualified electrical contractor pre-approved by electric utility, Licensee shall not enter the electric utility space on Pole Owner's Poles for any purpose. Any

work performed in the electric utility space for the non-electric utility must be performed by Rocky Mountain Power or a qualified electrical contractor approved in advance by Rocky Mountain Power. If the work is performed by a Rocky Mountain Power approved electrical contractor, the work must be coordinated directly with Rocky Mountain Power's local field operations management.

#### Section 3.06 Grounding

If Licensee requires grounding on an existing Pole where a grounding conductor does not exist, Licensee shall request Pole Owner to install grounding at the sole expense of Licensee. If Pole Owner is unable to install said grounding within thirty (30) days of the date requested, or sooner if necessary to meet the Commission's service quality requirements as set forth in UAR R746-340, Licensee may have qualified electrical personnel perform this work under the same restrictions as self-build for Make-ready work outlined in Section 3.09.

Licensee, its employees and its contractors, shall at all times exercise Licensee's rights and perform Licensee's responsibilities under the terms of this Agreement in a manner that treats all electric facilities of Pole Owner as energized at all times. Licensee shall assume complete responsibility for its employees' or contractors' conduct and Licensee shall determine and provide the appropriate training and safety precautions to be taken by Licensee's employees and contractors. Licensee shall indemnify, defend, and hold Pole Owner harmless from any liability of any sort derived from Licensee or Licensee's employees' or contractors' failure to abide by the terms of this paragraph.

#### Section 3.07 Nonconforming Equipment

If any Attachment is not placed and maintained in accordance with the requirements and specifications of Section 3.04, upon notice by Pole Owner, Licensee shall timely perform all work necessary to correct conditions of Licensee's noncompliance. For purposes of this paragraph, compliance shall be deemed timely if performed during Licensee's regularly scheduled maintenance activities not to exceed one hundred eighty (180) days, or under a plan approved by Pole Owner, unless such noncompliance creates an immediate safety or other threat as described below. Pole Owner reserves the right to perform or authorize work necessary to bring Licensee's Attachments into compliance upon Licensee's failure to timely do so. Pole Owner will attempt to notify Licensee electronically or in writing prior to performing such work whenever practical. Any such work will be performed at Licensee's sole risk and expense.

However, if Pole Owner determines such conditions pose an immediate threat to the safety of utility workers or the public, interfere with the performance of Pole Owner's or other Pole attachers' service obligations, or pose an immediate threat to the integrity of Pole Owner's or other Pole attachers' Poles or Equipment, Pole Owner may perform or authorize such work and/or take such action that it deems necessary in sole discretion of Pole Owner without first giving written or electronic notice to Licensee and without subjecting itself to any liability, except to the extent of Pole Owner's negligence or willful misconduct. As soon as practicable thereafter, Pole Owner shall advise Licensee in writing of the work performed or the action taken and shall endeavor to arrange for the accommodation of any affected Attachments. Licensee shall be responsible for paying Pole Owner or other Pole attachers, if applicable, upon demand, for all costs incurred by Pole Owner or other Pole attachers for all work, action, and accommodation performed by Pole Owner or other Pole attachers under this Section 3.07.

#### Section 3.08 Time to Complete Installation

Except as otherwise agreed to by the Parties in writing, Licensee shall complete the installation of its Attachments upon the Pole(s) covered by each approved application within ninety (90) days of approval by Pole Owner. Licensee shall provide written notice of its completion within ten (10) Business Days

after installation. In the event Licensee should fail to complete the installation of its Attachments within the prescribed time limit or as otherwise agreed to by the Parties in writing, the permission granted by Pole Owner to place such Attachments upon Pole Owner's Pole or Poles shall terminate and Licensee shall not have the right to place such Attachments upon the Pole or Poles without first reapplying for and receiving permission to do so, all as prescribed in Section 3.01 as applicable to the initial application.

### Section 3.09 Make-ready Work

If in the reasonable judgment of Pole Owner the accommodation of any of Licensee's Attachments necessitates Make-ready Work, in the response to Licensee's Application Pole Owner shall indicate the Make-ready Work that will be necessary to accommodate the Attachments requested and the Cost Estimate for the work within the Application processing time period identified in Section 3.02. If Licensee is willing to bear the cost of all Make-ready Work necessary, as determined by Pole Owner, Licensee shall provide written acceptance of the Cost Estimate to Pole Owner within thirty (30) days of the date of Pole Owner's response to Licensee's initial Application. Pole Owner shall provide Licensee an estimated completion date for any Make-ready Work, taking into account the timeframes set by R746-345-3, the overall scope of the Licensee's project, the volume of Applications received from other licensees, as well as the availability of crews to perform the work. The Licensee and the Pole Owner shall negotiate solutions in good faith when the estimated time to perform the Make-ready Work does not meet the Licensee's project requirements. At Licensee's option, and upon approval from Pole Owner, Licensee may request either assistance with the work by Licensee or by qualified contractors hired by Licensee, payment of premium rates for Pole Owner's employees to be dedicated to perform work solely on Licensee's project, or similar measures designed to augment the Pole Owner's capabilities. If Licensee chooses to employ a qualified contractor to complete the Make-ready Work, to ensure that safety, reliability, and Pole Owner's Distribution Construction Standards are met, the contractor and the proposed construction schedule must be pre-approved by Pole Owner.

Licensee's failure to reject or accept the Cost Estimate related to an Application within said period shall be deemed as rejection of the Make-ready Work and revocation of its Application to attach to Pole(s) requiring Make-ready Work. Upon rejection of a Cost Estimate or failure to timely reject or accept a Cost Estimate, Pole Owner will cancel the Cost Estimate related to an Application and close the Application request. If Licensee determines at a later date that it still desires to attach, it shall submit a new Application for the Attachment(s). Licensee shall be obligated to pay Pole Owner for its costs related to the preparation of Make-ready Work Cost Estimate, regardless of whether Licensee accepts or rejects the Cost Estimate.

Pole Owner will perform such Make-ready Work as may be required and Licensee shall pay Pole Owner for the Make-ready Work as outlined in the Cost Estimate, in accordance with the procedures outlined in R746-345-3 if required by Pole Owner, upon receipt of an invoice after the work is complete. Licensee shall pay the costs of all Make-ready Work undertaken by Pole Owner, as outlined in the Cost Estimate, where such work is initiated as a result of the proposed installation of Attachments on any Poles without regard to whether Licensee elects not to use the Pole or Poles after Make-ready Work has commenced. Upon request, Pole Owner shall provide Licensee a statement detailing the actual material, hours, equipment costs, and any other associated costs for the Make-ready Work.

Failure to accept or reject a Cost Estimate, not related to an Application where work is required to meet the requirements set forth in Section 3.04, within thirty (30) days shall be deemed acceptance thereof by Licensee. If Licensee fails to accept or reject the Cost Estimate, the Pole Owner may perform such Make-ready Work, and Licensee shall reimburse Pole Owner for the entire expense thereby actually

incurred, without regard to whether Licensee elects not to use the Pole or Poles after Make-ready Work has commenced. Licensee shall be obligated to pay Pole Owner for its costs related to the preparation of a Make-ready Work Cost Estimate, regardless of whether Licensee accepts or rejects the Cost Estimate.

#### Section 3.10 Pole Owner's Rights to Use Poles

Pole Owner reserves to itself the right to maintain the poles and to operate its Equipment thereon in such manner as will best enable it to fulfill its own core service requirements, and Pole Owner shall not be liable to Licensee or Licensee's customers for any interruption to Licensee's service or for any interference with the operation of Licensee's Equipment arising in any manner, from the use, maintenance, and repair of the Poles and the Equipment thereon or from the removal of Attachments or other Equipment from the Poles by Pole Owner or its agents in accordance with the provisions of this Agreement, except for Pole Owner's negligence or willful misconduct, or the negligence or willful misconduct of Pole Owner's agents. Pole Owner shall, however, except in cases of emergency, use reasonable efforts to contact Licensee prior to making changes that may affect Licensee's Attachments, but in any event shall contact Licensee as soon as practicable thereafter.

#### Section 3.11 Third-party Consents, Permits, Licenses, Easements, Rights-of-way or Grants

The right of access to Pole Owner's Poles granted by this Agreement does not include any right of access to the land upon which the Pole is situated nor does it include any right to cross the land from Pole-to-Pole with Licensee's Equipment and such access rights are specifically disclaimed. Licensee is solely responsible for obtaining from public authorities and private owners of real property and maintaining in effect any and all consents, permits, licenses, easements, rights-of-way or grants that are necessary for the lawful exercise by Licensee of the permission granted by Pole Owner in response to any Application approved hereunder. Licensee agrees to indemnify, defend and hold harmless Pole Owner against and from any and all third party claims, demands, law suits, losses, costs and damages, including attorney's fees, to the extent arising from Licensee failure, or alleged failure to have the requisite authority. Pole Owner may, at any time, require Licensee to provide written evidence that it has obtained all such necessary consents, permits, licenses, and grants.

#### Section 3.12 Interference with Pole Owner's or other Licensees' Equipment

If, in Pole Owner's reasonable judgment, Licensee's existing Attachments on any Pole interfere with Pole Owner's or other Pole attachers' existing Attachments or Equipment, or prevent the placing of any additional Equipment by Pole Owner required for its core utility service, Pole Owner shall notify Licensee of the rearrangements or transfers of Equipment or Pole replacements or other changes required in order to continue to accommodate Licensee's Attachments. If appropriate, the notice shall include an estimate of applicable costs. If Licensee desires to continue to maintain its Attachments on the Pole and so notifies Pole Owner in writing within thirty (30) days, Licensee may perform the necessary work (subject to Pole Owner's approval based on safety issues), or Licensee shall authorize Pole Owner to perform the work. Should Licensee authorize Pole Owner to perform the work, Pole Owner shall make such changes as may be required, and Licensee, upon demand, shall reimburse Pole Owner for the entire expense thereby actually and reasonably incurred. If Licensee does not so notify Pole Owner of its intent to perform the necessary work or authorize Pole Owner to perform the work, Licensee shall remove its Attachments from the affected Pole or Poles within an additional ten (10) days from such original notification by Pole Owner for a total of forty (40) days; provided, however, that Pole Owner in any emergency may require Licensee to remove its Attachments within the time required by the emergency. Licensee shall provide written notice to Pole Owner within fifteen (15) Business Days of completion of removal. If Licensee has not removed its Attachments at the end of the forty (40) day period, or in the



case of emergencies, within the period specified by Pole Owner, Pole Owner may remove Licensee's Equipment at Licensee's sole risk and expense, and Licensee shall pay Pole Owner, upon demand, for all costs thereby incurred by Pole Owner.

#### Section 3.13 Pole Replacement for the Pole Owner's Benefit

Where an existing Pole is changed out solely for Pole Owner's benefit, Pole Owner shall accommodate all existing permitted Licensee Attachments meeting the requirements of this agreement in its construction of all Pole replacements. Pole Owner shall bear the cost of the Pole replacement, and the labor for the lower and haul of the old Pole, but shall not bear the cost associated with: 1) topping of the existing Pole to allow Licensee to transfer to the new Pole, if necessary; 2) transfer of Licensee's Attachments to the new Pole, if applicable per Section 3.17; and 3) the return trip to lower and haul the old Pole after allowing Licensee time to transfer their Attachments, if applicable per Section 4.06. After Pole Owner has completed its work it shall notify Licensee, and Licensee shall, at its own expense, transfer its Attachments to the new Pole within thirty (30) days after the time specified in the notice given by the Pole Owner indicating that the Pole is ready for Licensee to transfer its equipment (which time shall not begin until after the parties located above the Licensee on the Pole have removed or moved their facilities). If Licensee is last to transfer from the replaced Pole, Licensee may lower and haul the Pole and dispose of the Pole and bill Pole Owner actual costs as defined in Section 4.06.

#### Section 3.14 Pole Replacement for Licensee's Benefit

Where an existing Pole is prematurely replaced (for reasons other than normal or abnormal decay) by a new Pole for the sole benefit of Licensee, Licensee shall reimburse Pole Owner for all costs, including, but not limited to the cost of replacing the Pole, lower and haul of the existing Pole (unless Licensee takes its own lower and haul action as defined in Section 4.06) and topping of the existing Pole when performed either as an accommodation to Licensee or as required by NESC. Pole Owner shall remove and may retain or dispose of such Pole as the sole owner of the Pole (unless Licensee takes its own lower and haul action as defined in Section 4.06). Any payments for Poles made or work performed by Licensee shall not entitle Licensee to ownership of any part of said Poles. If Pole replacement under this Section 3.14 benefits both Licensee and other Pole attachers, not including Pole Owner, the costs shall be pro-rated among all benefiting attachers, not including Pole Owner.

#### Section 3.15 Pole Placement or Replacement for Joint Benefit of Pole Owner and Licensee

When Pole Owner requires a new Pole for its utility purposes irrespective of Licensee's Attachment and Licensee requires a Pole with extra height or strength exceeding Pole Owner's requirements, Licensee shall pay to Pole Owner a sum equal to the difference between the cost of erecting a Pole adequate to meet Pole Owner's needs, and the actual cost of erecting a Pole adequate to meet both Parties' needs. Pole Owner shall bear the remainder of the cost of erecting such Pole. Each party shall transfer its equipment at its own cost. Lower and haul of the old Pole shall be completed and costs recovered as defined in Section 4.06.

#### Section 3.16 Expense of Situating Pole Attachments

Licensee shall place, maintain, rearrange, transfer, and remove its own Attachments at its own expense except as otherwise expressly provided hereunder.

#### Section 3.17 Relocation of Licensee's Attachments

Licensee shall at any time, at its own sole risk and reasonable expense, upon written notice from Pole Owner, relocate, replace or repair Licensee's Attachments or transfer them to substituted Poles. Provided, however, that in cases of emergency or if Licensee fails to relocate as required by a Pole

Owner's notice, Pole Owner may, without incurring any liability except for negligence or willful misconduct, relocate or replace Licensee's Attachments or Equipment, transfer them to substituted Poles, or perform any other work in connection with the Licensee's Attachments or Equipment that may be required, or authorize a contractor to perform such tasks, subject to the terms hereof, and Licensee will, upon demand, reimburse Pole Owner or such contractor for the entire expense thereby incurred.

When the Licensee is required to relocate its facilities to accommodate a third party attaching to the pole, Pole Owner shall disclose the third party's name and contact information to the Licensee at the time the relocation or rearrangement is requested. Licensee shall be entitled to seek reimbursement from the third party attacher prior to relocating its facilities; however all required work to be completed by Licensee must meet the timeframe prescribed by Pole Owner, without regard to third-party cost recovery negotiations.

### Section 3.18 Relocation of Joint Poles at Request of Land Owner

Where a jointly used Pole is required to be replaced, moved or relocated due to a landowner request, Pole Owner shall provide notice to Licensee upon receipt of the land owner request and coordinate with Licensee and all other pole attachers to provide a coordinated response with respect to timelines and costs to land owner.

The Licensee shall promptly arrange to transfer its Equipment to the new Pole and shall notify the Pole Owner when such transfer has been completed. In the event such transfer is not completed within thirty (30) days after the time specified in the notice given by the Pole Owner indicating that the Pole is ready for Licensee to transfer its Equipment (which time shall not begin until after the parties located above the Licensee on the Pole have removed or moved their facilities), Pole Owner may transfer Licensee's Equipment from the replaced Pole to the replacement Pole in a reasonable manner consistent with industry practices upon Licensee's failure to transfer its Equipment within the above mentioned thirty (30) days' notice, and Licensee will reimburse Pole Owner for all actual costs incurred.

If, upon written approval the Licensee performs any work for the Pole Owner to facilitate Pole Owner's responsibilities in completion of the above work or in cases of emergency work, including without limitation transferring other equipment, setting or lowering Poles, digging holes, or hauling Poles, the Pole Owner shall pay to Licensee, upon receipt of an invoice, the reasonable cost of such work. When setting a Pole requires entering the electric utility space, the setting of the Pole must be performed by qualified personnel of the electric utility, a qualified electric contractor approved by the electric utility pursuant to Section 3.05.

### Section 3.19 Mid-span Poles

Any Poles erected by Licensee shall not interfere with or be placed in-line with Pole Owner's Poles and shall not create a structure conflict as defined in the NESC. If either Party requires placement of a Pole in-line with any two existing poles owned by the other party ("i.e., a mid-span Pole"), the Party requiring the mid-span Pole shall pay the cost of setting the Pole, including the cost of the Pole itself. Pole Owner of the Poles on either side of the mid-span Pole shall have sole ownership of the mid-span Pole and the Party requesting the Pole shall pay Pole rental fees to Pole Owner in accordance with Article V. Licensee may exercise its right to assume ownership of certain mid-span Poles as provided for in this Agreement in Sections 4.02 and 4.03.

### Section 3.20 Removal of Attachments by Licensee

Licensee may at any time remove its Attachments from any of the Poles; and in each case, Licensee shall immediately give Pole Owner notice of such removal. Removal of all Attachments from any Pole shall constitute a termination of Licensee's right to use such Pole. Licensee shall not be entitled to a refund of any rental on account of any such removal. When Licensee removes Attachments, rental charges payable by Licensee shall be prospectively reduced in the annual billing cycle following Licensee's proper notice to Pole Owner of the removal.

When Licensee performs maintenance to or removes or replaces its Equipment on Pole Owner's Pole, Licensee must chemically treat all field-drilled holes and plug any unused holes caused by Licensee, including those resulting from removal of Equipment; if Licensee fails to adequately plug and treat such holes, Pole Owner may do so at Licensee's sole risk and expense.

### Section 3.21 Unused Equipment

Except for seasonally used equipment, whenever Licensee has ceased using any Equipment situated upon Pole Owner's Poles with no intention of placing the Equipment back in service, Licensee shall remove the Unused Equipment from Pole Owner's Poles within 365 days of the date of last use. If Licensee demonstrates to Pole Owner's reasonable satisfaction that it is more likely than not that Licensee shall resume using the Unused Equipment in the same location within a period of three-years from the date of last use; and that leaving Licensee's Unused Equipment in place shall not preclude Pole Owner or a third party from using the Poles occupied by Licensee's Unused Equipment; and that leaving Licensee's Unused Equipment in place does not contravene any other obligation of Licensee under this Agreement, the Unused Equipment may remain in place, subject, in all cases to payment of the rental charges under this Agreement for the Pole space occupied.

### Section 3.22 Limitations on Licensee's Rights to Use Poles; Termination

No use, of any sort or duration, of any Poles under this Agreement shall create or vest in Licensee any ownership or property rights therein; nor shall any such use constitute the dedication of Pole Owner's Poles or Equipment to the public or to Licensee, subject to the UAR and other applicable laws and statutes. Nothing contained herein shall be construed to compel Pole Owner to maintain any particular Pole or Poles for a period longer than demanded by Pole Owner's own service requirements.

### Section 3.23 Damage to Equipment

The Parties shall exercise all reasonably necessary precautions to avoid causing damage to the other Party's Poles and Equipment and other attachers' Equipment and shall assume responsibility to each other for any and all loss from any damage to the other Party's Poles or Equipment and reimburse the other Party for the entire expense incurred in making such repairs. Each Party shall assume responsibility to third parties for any and all loss from any damage caused to third party's Equipment by such Party and shall reimburse such third party for the entire expense incurred in making repairs.

### Section 3.24 Audits of Existing Attachments

Pole Owner may conduct an Audit of Attachments made to its poles no more frequently than once every five (5) years. Pole Owner shall give Licensee at least ninety (90) days prior notice of an initial meeting to plan the next Audit. At such meeting, Pole Owner, Licensee and all other Pole attachers in attendance in person or by representative shall participate in, among other things, review of the predicted costs to perform an audit, the selection of an independent contractor for conducting the Audit, as well as the scheduling, scope, extent and reporting of the Audit results. Regardless of whether Licensee attends the Audit planning meeting or expresses an intention to participate in the Audit, Pole Owner shall notify

Licensee at least sixty (60) days prior to the commencement of the Audit. Licensee shall advise Pole Owner if Licensee desires to participate in the Audit with Pole Owner not less than thirty (30) days prior to the scheduled date of such Audit and the Pole Owner and Licensee shall determine how the costs of such Audit shall be shared. The data from the Audit shall be made available to Licensee and all other attachers on the Poles and used to update the Parties' records. Any Party shall make any objections to the Audit results within one hundred and twenty (120) days of receipt of the Audit report or such objections are waived.

#### Section 3.25 Inspections

In addition to audits as described in Section 3.24, Pole Owner shall have the right to inspect each of Licensee's Attachments and other Equipment attached to Pole Owner's Poles at any time.

Pole Owner may charge Licensee the costs, at the rates set forth in Exhibit A for RMP and Exhibit B for Strata for: (1) Inspections related to Make-ready Work and Pre-Construction activities (which cost is included in the Commission approved per pole application fee), (2) Audits requested by Licensee; and (3) any other Inspection deemed reasonably necessary by Pole Owner, provided that Pole Owner has given Licensee at least ten (10) Business Days prior written notice of such inspection.

#### Section 3.26 Tax Liability

Licensee shall promptly pay any tax, fee, or charge that may be levied or assessed against Pole Owner's Poles or property solely because of their use by Licensee. If Licensee should fail to pay any such tax or assessment on or before the date such tax or assessment becomes delinquent, Pole Owner, at its own option, may pay such tax on account of Licensee and Licensee shall, upon demand, reimburse Pole Owner for the full amount of tax and any penalties so paid. Nothing in this provision in any way limits either Party's rights to challenge such tax assessments.

### **ARTICLE IV. MAINTENANCE OF POLES**

#### Section 4.01 Expense of Maintenance

The expense of maintaining jointly used Poles shall be borne by the Pole Owner thereof, and the Pole Owner shall maintain its jointly used Poles in a safe and serviceable condition, and shall replace, reinforce, or repair such of those Poles as become defective. The Pole Owner shall be solely responsible for collection of costs of damages for Poles broken or damaged by third parties. The Licensee shall be responsible for collecting damages to its own Equipment. If a Pole owned by one Party is replaced by the other Party because of auto damage or storm damage, or some other third party accident, Pole Owner shall pay the other Party for the actual costs of such Pole replacement.

#### Section 4.02 Relocation of Joint Poles Required For Maintenance Purposes

Whenever it is necessary to replace, move, reset, or relocate a jointly used Pole for maintenance purposes, Pole Owner thereof shall, before making such replacement, move, or relocation, give written notice thereof to Licensee (except in case of emergency, when oral notice shall be given if practicable and subsequently confirmed in writing), specifying in such notice the work to be performed and the approximate time of such proposed replacement or relocation. Licensee may request that a Pole be reset in the same location and Pole Owner shall attempt to do so when feasible, provided that the incremental cost of accommodating this request shall be borne by Licensee.

The Licensee shall promptly arrange to transfer its Equipment to the new Pole and shall notify Pole Owner when such transfer has been completed. In the event such transfer is not completed within thirty

(30) days after the time specified in the notice given by Pole Owner indicating that the Pole is ready for Licensee to transfer its Equipment (which time shall not begin until after the parties located above Licensee on the pole have removed or moved their facilities), Pole Owner may transfer Licensee's Equipment from the replaced Pole to the replacement Pole in a reasonable manner consistent with industry practices upon Licensee's failure to transfer its Equipment within the above mentioned thirty (30) days' notice, and Licensee will reimburse Pole Owner for all actual costs incurred.

After prior written approval of Pole Owner, if Licensee performs any work for Pole Owner to facilitate Pole Owner's responsibilities in completion of the above work or in cases of emergency work, including without limitation transferring other equipment, setting or lowering Poles, digging holes, or hauling Poles, Pole Owner shall pay to Licensee, upon receipt of an invoice, the reasonable cost of such work. When setting a Pole requires entering the electric utility space, the setting of the Pole must be performed by a qualified electric contractor approved by the electric utility pursuant to Section 3.05, or may be performed by a licensed electrical engineer employed by Licensee upon prior approval of the electric utility.

In the event Licensee desires to maintain its facilities on a Pole that Pole Owner plans to replace, move or relocate, Pole Owner and Licensee may agree to transfer title of the Pole upon agreeable terms and conditions. Upon execution of a bill of sale, Licensee shall assume ownership of the original Pole and shall indemnify and hold harmless the former Pole Owner of such Pole from all obligations, liabilities, damages, costs, expenses or charges incurred after the date of transfer.

#### Section 4.03 Abandonment of Jointly Used Poles

If Pole Owner of a jointly used Pole desires at any time to abandon the use thereof, Pole Owner shall give Licensee notice in writing to that effect at least thirty (30) days prior to the date upon which it intends to abandon such Pole. Pole Owner may transfer Licensee's Equipment from the replaced Pole to the replacement Pole in a reasonable manner consistent with industry practices upon Licensee's failure to transfer its Equipment within the above mentioned thirty (30) days' notice, and Licensee will reimburse Pole Owner for all actual costs incurred.

In the event Licensee desires to maintain its facilities on a Pole that Pole Owner plans to abandon, Pole Owner and Licensee may agree to transfer title of the Pole upon agreeable terms and conditions. Upon execution of a bill of sale, Licensee shall assume ownership of the original Pole and shall indemnify and hold harmless the former Pole Owner of such Pole from all obligations, liabilities, damages, costs, expenses or charges incurred after the date of transfer.

#### Section 4.04 Wood Decay and Inspections

Licensee may, as an accommodation and by prior written approval by Pole Owner, by its own personnel or by a contractor selected by Licensee and agreed to by Pole Owner, complete a Periodic Safety Inspection and/or treat for wood decay on Poles it does not own which support Licensee's facilities concurrently with Inspection and/or treatment of Licensee Owned Poles located in same geographic area; however, any such Inspection and/or treatment shall not be repeated more frequently than every ten (10) years. Pole Owner shall reimburse Licensee the cost of Inspection and/or treatment in accordance with the mutually agreed to flat rate charges.

#### Section 4.05 Tree Trimming and Brush Cutting

All tree trimming and brush cutting in connection with the initial placement of wires or other Equipment shall be borne entirely by the Party placing the wires or other Equipment. Unless agreed otherwise, each

Party shall be responsible for any and all additional tree trimming and brush cutting related to the wires or Equipment it owns.

#### Section 4.06 Lower and Haul by Licensee

On a Pole that is being vacated by Pole Owner because of a Pole transfer or other reason, and if all other attaching entities are off the Pole and Licensee has received written notification from Pole Owner that Pole Owner has vacated the Pole, Licensee may, in its sole discretion, lower and haul the abandoned Pole. Licensee must return the Pole to the Owner's local district yard or dispose of it following environmental regulations of the state. Licensee must also restore landscape to acceptable local standards. Licensee accepts all liability for the Pole and environment restoration. Licensee may charge the Pole Owner the reasonable actual cost of lower, haul, disposal, and restoration.

Licensee must provide written notification to Pole Owner of its intention to take this action within thirty (30) days of the Pole Owner's notice that the Pole has been vacated. If Licensee elects not to take this action, Licensee must provide written notification of its completion of transfer or removal of attachments from Pole within thirty (30) days of the Pole Owner's notification of Pole abandonment, and the Pole Owner shall return to lower and haul the old Pole and may charge Licensee for the cost of the return trip, but not the cost of lower and haul.

In the event of a Pole replacement where a third-party joint Pole attacher whose Attachments are located above Licensee's Attachment, Licensee's thirty (30) day period to transfer its Attachments shall not commence until Licensee receives notice from Pole Owner that the third-party Attachments above Licensee have been removed.

If there is no response from Licensee regarding its transfer or removal after thirty (30) days as set forth above, and a second written notification is sent by Pole Owner, after sixty (60) days from its original notification, the Pole Owner may complete the transfer of Licensee Equipment and lower and haul its Pole. Pole Owner may charge Licensee for the actual cost of transferring Licensee's Equipment and associated return trip cost thereby incurred. Lower and haul costs and restoration costs shall be at the expense of Pole Owner.

### **ARTICLE V. RENTAL PAYMENTS**

#### Section 5.01 Rental Amount

For authorized Attachments covered under this Agreement, Licensee shall pay to Pole Owner, in advance, on an annual basis, a rental amount computed in accordance with UAR R746-345-5(A) as set forth in Exhibit A, on a billing cycle beginning July 1 of each year.

The rental amount for each year shall be based on Pole Owner's tabulation of Licensee's Attachments situated upon Pole Owner's Poles and Pole Owner's current records.

#### Section 5.02 Unauthorized Attachments

Licensee shall not make Attachments to Pole Owner's Poles without obtaining the Pole Owner's written permission as provided for in this Agreement. Pole Owner may charge Licensee the amounts contained in the Fee Schedule attached hereto as Exhibit A for Rocky Mountain Power and Exhibit B for Strata upon the discovery of an unauthorized Attachment belonging to Licensee on each Pole. The imposition of such charges shall be without prejudice to Pole Owner's right to utilize additional other remedies, including, but not limited to, the remedies available for default under Article VI of this Agreement and

Strata RMP reciprocal PAA - Utah

any remedies available under Commission rules. For purposes of this agreement this section shall be applied prospectively from the date of this agreement.

#### **Section 5.03    Billing and Payments**

Pole Owner shall send invoices to Licensee via email or U.S. Mail at the address specified below, or at such other address as Licensee may designate from time to time. Invoices for rental charges will be sent annually.

Invoices for amounts due under this Agreement other than rental charges shall be sent at Pole Owner's discretion within a reasonable time. Such invoices shall provide specific identifying information pertaining to each charge. Invoices for rental charges will provide summary information only. Invoices will conform to generally accepted accounting practices, subject to change by Pole Owner, in Pole Owner's reasonable discretion. Licensee may obtain additional information pertaining to charges upon written request to Pole Owner.

Except as otherwise provided in this Agreement or agreed to by the Parties, Licensee shall pay all undisputed charges within forty-five (45) days from the invoice date. Licensee shall pay disputed amounts within one hundred twenty (120) days from the invoice date, unless the disputing party has commenced an action consistent with UAR 746-345-6. Upon resolution of any such dispute, Pole Owner will refund any amounts owed, with interest accruing at the rate specified in Section 7.03 from the later of the date Licensee paid the disputed portion, or the date upon which Licensee provided Pole Owner notice of the amount in dispute. Interest shall be imposed on any delinquent amounts. All bills shall be paid to the address designated from time to time in writing by Pole Owner.

Rocky Mountain Power Billing Address:

PacifiCorp  
Joint Use Administration  
P.O. Box 2799  
Portland, OR 97208-2799  
[jointusebilling@pacificorp.com](mailto:jointusebilling@pacificorp.com)

Strata Networks Billing Address:

STRATA Networks  
Accounts Payable  
P.O. Box 398  
Roosevelt, UT 84066  
Email: [ap@stratanetworks.com](mailto:ap@stratanetworks.com)

### **ARTICLE VI.    BREACH AND REMEDIES**

#### **Section 6.01    Remedies for Default**

If either Party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after written notice thereof has been provided to the defaulting Party, the Party not in default may exercise any of the remedies available to it. Provided however, in such cases where a default cannot be cured within the thirty (30) day period by the exercise of diligent, commercially reasonable effort, the defaulting Party shall have an additional sixty (60) days to cure the default for a total of ninety

Strata RMP reciprocal PAA - Utah

(90) days after the Party not in default provides its notice of default. Upon Commission approval and subject to Section 7.01 the remedies available to each Party shall include, without limitation: (i) refusal to grant any additional permission for Attachments to the other Party until the default is cured; (ii) termination of this Agreement; and (iii) injunctive relief.

## **ARTICLE VII. GENERAL PROVISIONS**

### **Section 7.01 Dispute Resolution**

Except for disputed Pole ownership, any dispute arising out of, or relating to, this Agreement shall be settled in accordance with UAR R746-345-6.

For disputes involving Pole ownership, the Parties shall utilize the criteria outlined in Exhibit D, which is attached hereto.

### **Section 7.02 Failure to Enforce Rights**

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement in any instance shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain, at all times, in full force and effect.

### **Section 7.03 Interest**

All amounts payable under the provisions of this Agreement shall, unless otherwise specified, be payable within forty-five (45) days of the invoice date. An interest charge at the rate of one and a half percent (1.5%) per month shall be assessed against all late payments. Interest under this Agreement shall not exceed the interest allowable under applicable law.

### **Section 7.04 Relationship to Third-Parties**

Nothing herein contained shall be construed as affecting, diminishing or interfering with any rights or privileges previously conferred by Pole Owner, by contract or otherwise, to others not parties to this Agreement to use any poles covered by this Agreement and Pole Owner shall have the right to continue, modify, amend, or extend such rights or privileges. The privileges herein granted to Licensee shall, at all times, be subject to the rights of other entities with attachments to Pole Owner's poles under existing third-party contracts and arrangements. Further, nothing herein contained shall be construed as conferring or granting to Licensee the exclusive privilege or right to use any of the poles or other facilities of the Pole Owner. Nothing in this Agreement is intended to confer rights on any third-party, as a third-party beneficiary or otherwise.

### **Section 7.05 Assignment of Rights**

Neither Party shall sublet, assign, transfer, or otherwise dispose of this Agreement or any of its rights, benefits or interests under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; but otherwise, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No assignment of this Agreement shall operate to discharge the assignor of any duty or obligation hereunder without the written consent of the other Party. Each Party may assign all its rights and obligations under this Agreement to its parent corporation, to its subsidiary corporation, to a subsidiary of its parent corporation, to its survivor in connection with a corporate reorganization, to any corporation acquiring all or substantially all of its property or to any corporation into which it is merged or consolidated upon prior written notice to the other Party.



#### Section 7.06 Applicability of UAR; Commission Approval

Licensee's use of Pole Owner's utility Poles shall be governed by applicable provisions of the UAR, as may be amended and the terms of this Agreement not inconsistent with the UAR as amended. Neither Party waives its right to petition the Commission for an order amending this Agreement consistent with any subsequent changes in the UAR. This agreement shall be subject to the approval and continuing jurisdiction of the Commission.

#### Section 7.07 Applicable Law; Venue

The Parties agree that this Agreement shall be interpreted according to the laws of the state of Utah without consideration of the choice of law rules thereof. Judicial proceedings instituted pertaining to this Agreement shall be instituted only in the state or federal courts located in the state of Utah.

#### Section 7.08 Survival of Liability or Obligations Upon Termination

Any termination of this Agreement shall not release either Party from any liability or obligations hereunder, whether of indemnity or otherwise, which may have accrued or may be accruing at the time of termination.

#### Section 7.09 Waiver of Jury Trial

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED.

#### Section 7.10 Interpretation

References to Articles and Sections are references to the relevant portion of this Agreement. Headings are for convenience and shall not affect the construction of this Agreement. Exhibits A through E are attached hereto and made a part hereof.

#### Section 7.11 Severability

In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect; provided, in any such case, the Parties shall negotiate in good faith to reform this Agreement in order to give effect to the original intention of the Parties.

#### Section 7.12 Prior Agreements; Amendments

This Agreement shall supersede all prior negotiations, agreements and representations, whether oral or written, between the Parties relating to the installation and maintenance of Licensee's Equipment on Pole Owner's Poles within the geographic area covered by this Agreement, as specified in Section 2.01. Any Equipment of Licensee attached to Pole Owner's Poles within the locality covered by this Agreement shall be subject to the terms and conditions and Rental Rates of this Agreement. This Agreement, including any exhibits attached and referenced herein, constitutes the entire Agreement between the Parties, and may not be amended or altered except by an amendment in writing executed by the Parties, or as specifically provided for herein. Provided, however, that (i) Equipment currently lawfully attached to poles and/or pursuant to approvals granted by Pole Owner under prior agreements and Applications

in progress for permits, shall continue in effect under or as otherwise provided pursuant to the terms and conditions of this Agreement; and (ii) nothing herein shall modify either Party's rights, obligations or liabilities that arose or were incurred during periods prior to the effective date of this Agreement, with respect to periods prior to the effective date of this Agreement.

#### Section 7.13 Additional Representations and Warranties

Each Party warrants and represents to the other that it possesses the necessary corporate, governmental and legal authority, right and power to enter into this Agreement and to perform each and every duty imposed. Each Party also warrants and represents to the other that each of its representatives executing this Agreement, or submitting or approving an application made hereunder, is authorized to act on its behalf.

Each Party further warrants and represents that entering into and performing under this Agreement does not violate or conflict with its charter, by-laws or comparable constituent document, any law applicable to it, any order or judgment of any court or other agency of government applicable to it or any agreement to which it is a party and that this Agreement and any application approved hereunder, constitute valid, legal, and binding obligations enforceable against such Party in accordance with their terms.

#### Section 7.14 Relationship of the Parties

Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement and otherwise.

### **ARTICLE VIII. CONTRACT TERM**

Unless terminated sooner as provided for herein, this Agreement shall remain in full force and effect unless and until it is terminated by either Party upon one-hundred-eighty (180) days written notice by certified mail to the other Party. Each Party shall remove its Equipment from Pole Owner's Poles within three-hundred sixty-five (365) days of date of termination unless parties are in negotiations of a new contract. Should either Party fail to remove its Equipment within said three-hundred sixty-five (365) day period, Pole Owner may remove and dispose of Licensee's Equipment at Licensee's sole risk and expense. On the date of termination specified in such notice, all rights and privileges of both Parties hereunder shall cease. In the event that either Party successfully petitions the Commission for an order to amend the rates, terms or conditions specified in this Agreement, the Parties agree to execute an addendum to this Agreement, giving effect to the Commission's order, within thirty (30) days of the release of the Commission's order or within such other period of time as the Commission may prescribe.

### **ARTICLE IX. LIABILITY AND DAMAGES; INDEMNIFICATION; WARRANTIES**

#### Section 9.01 Limitation of Liability and Indemnification

Except for liability caused by the gross negligence or intentional misconduct of Pole Owner or its agents, Licensee shall indemnify, protect and hold harmless Pole Owner, its successors and assigns, from and against any and all claims, demands, causes of action, costs (including attorney's fees) or other liabilities for damages to property and injury or death to persons which may arise out of, or be connected with: (a) the erection, maintenance, presence, use or removal of Licensee's Equipment; or (b) any act of Licensee on or in the vicinity of Pole Owner's poles. Except for liability caused by the gross negligence or intentional misconduct of Pole Owner or its agents, Licensee shall also indemnify, protect and hold harmless Pole Owner, its successors and assigns from and against any and all claims, demands, causes

of action, costs (including attorney's fees), or other liabilities arising from any interruption, discontinuance, or interference with Licensee's service to its customers which may be caused, or which may be claimed to have been caused, by any action of Pole Owner undertaken in furtherance of the purposes of this Agreement. In addition, Licensee shall, upon demand, and at its own sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought against Pole Owner, or its successors and assigns, on any claim, demand, or cause of action arising from any interruption, discontinuance, or interference with Pole Owner's service to Pole Owner's customers to the extent caused, or which may be claimed to have been caused, by any action of Licensee or its agents. To the extent Licensee or its agents shall be found to have caused such interruption, discontinuance, or interference, Licensee shall pay and satisfy any judgment or decree which may be rendered against Pole Owner, or its successors or assigns, in any such suit, action, or other legal proceeding; and further, Licensee shall reimburse Pole Owner for any and all legal expenses, including attorney's fees, incurred in connection therewith, including appeals thereof.

Pole Owner warrants that its work in constructing and maintaining the poles covered by this Agreement shall be consistent with prudent utility practices. Pole Owner further warrants that its own Attachments to its Poles shall be constructed and maintained consistent with prudent utility practices. Pole Owner disclaims all other warranties, express or implied, including but not limited to the warranty of merchantability, fitness for particular purpose, and similar warranties. Pole Owner's liability to Licensee for any action arising out of its activities relating to this Agreement shall be limited to repair or replacement of any defective Poles.

#### Section 9.02 Notice, Defense, Cooperation, and Settlement

The indemnifying Party shall have the right, but not the obligation, to defend the other regarding any claims, demands or causes of action indemnified against. Each Party shall give the other prompt notice of any claims, demands or causes of actions for which the other may be required to indemnify under this Agreement. Each Party shall fully cooperate with the other in the defense of any such claim, demand or cause of action. Neither shall settle any claim, demand or cause of action relating to a matter for which such party is indemnified without the written consent of the indemnitor.

#### Section 9.03 Warranties of Licensee

Licensee warrants to Pole Owner that its exercise of its rights and performance of its obligations under this Agreement shall be consistent with prudent utility practices.

### **ARTICLE X. INSURANCE AND BOND**

#### Section 10.01 Workers Compensation and Employer's Liability Acts

Licensee shall comply with all applicable worker's compensation and employer's liability acts and shall comply with the requirements of this provision, furnish proof thereof satisfactory to Pole Owner prior to placing Equipment on Pole Owner's Poles.

#### Section 10.02 Maintenance of Insurance Coverage

Without limiting any liabilities or any other obligations of Licensee, Licensee shall, at its sole expense and prior to placing Equipment on Pole Owner's poles, secure and continuously carry with insurers acceptable to Pole Owner the following insurance coverage:

*Commercial General Liability insurance* with a minimum single limit of \$1,000,000 to protect against and from all loss by reason of injury to persons, including Licensee's employees, Pole Owner's employees and all other third persons, or damage to property, including Pole Owner's property, Licensee's property and the property of all other third parties, based upon or arising out of Licensee's operations hereunder, including the operations of its contractors of any tier.

*Business Automobile Liability insurance* with a minimum single limit of \$1,000,000 for bodily injury and property damage with respect to Licensee's vehicles whether owned, hired or non-owned, assigned to or used in Licensee's operations hereunder.

The policies required herein shall include (a) provisions or endorsements naming Pole Owner, its directors, officers and employees as additional insured, and (b) a cross-liability and severability of interest clause.

The policies required herein shall include provisions that such insurance is primary insurance with respect to the interests of Pole Owner and that any other insurance maintained by Pole Owner is excess and not contributory insurance with the insurance required under this Section 10.02 and provisions that such policies shall not be cancelled or their limits of liability reduced without thirty (30) days prior written notice to Pole Owner.

A certificate in a form satisfactory to Pole Owner certifying the issuance of such insurance, shall be furnished to Pole Owner by Licensee. Commercial general liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate. If requested by Pole Owner, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, shall be furnished to Pole Owner by Licensee.

Pole Owner shall be notified by Licensee of any commercial general liability policies maintained hereunder and written on a "claims-made" form. Such insurance policies written on a "claims-made" basis shall be maintained by Licensee for a minimum period of five (5) years after the termination of this Agreement and Pole Owner may, at its discretion, require Licensee, at Licensee's sole expense, to institute other measures to guarantee future coverage for claims related to Licensee's obligations under this Agreement.

#### Section 10.03 Bonding

Upon application to and approval by the Commission, Pole Owner may require Licensee to furnish a bond or other form of financial security instrument to cover the faithful performance by Licensee of its obligations hereunder.

### **ARTICLE XI. FORCE MAJEURE**

Neither Party shall be subject to any liability or damages for inability to perform its obligations under this Agreement, except for any obligation to pay amounts when due, to the extent that such failure shall be due to causes beyond the control of either Party, including but not limited to the following: (a) the operation and effect of any rules, regulations and orders promulgated by any commission, municipality, or governmental agency of the United States, or subdivision thereof (so long as the claiming party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) war or act of terrorism; (d) flood; (e) earthquake; (f) act of God; (g) civil disturbance; or (h) strikes or boycotts. Provided, the party claiming Force Majeure shall make every reasonable attempt to remedy the cause

thereof as diligently and expeditiously as possible. Time periods for performance obligations of parties herein shall be extended for the period during which Force Majeure was in effect.

## **ARTICLE XII. NOTICE**

### **Section 12.01 Agreement Notice**

Except as otherwise provided herein, any notice regarding this Agreement shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as a Party may designate for itself from time to time by written notice hereunder, and shall be transmitted by email and one of the following: United States mail, by regularly scheduled overnight delivery, or by personal delivery:

PacifiCorp:  
Joint Use Administration  
825 NE Multnomah St., Suite 1700  
Portland, Oregon 97232  
Email: [jointusecontracts@pacificorp.com](mailto:jointusecontracts@pacificorp.com)

Strata Networks:  
Attn: Bruce H. Todd  
211 E 200 N  
P O Box 398  
Roosevelt, UT 84066  
Email: [btodd@stratnetworks.com](mailto:btodd@stratnetworks.com) and [bhancock@stratanetworks.com](mailto:bhancock@stratanetworks.com)

With a copy to legal counsel:  
Kira M. Slawson  
Blackburn & Stoll, LC  
257 East 200 South, Suite 800  
Salt Lake City, UT 84111  
Email: [kslawson@blackburn-stoll.com](mailto:kslawson@blackburn-stoll.com)

### **Section 12.02 Operational Notice**

All notices regarding permitting and other communications regarding day to day operations shall be submitted by the Parties via e-mail at the addresses set forth below or at such other address as a Party may designate for itself from time to time by written notice.

PacifiCorp:	Strata:
<a href="mailto:jointuse@pacificorp.com">jointuse@pacificorp.com</a>	<a href="mailto:pole_attach@stratanetworks.com">pole_attach@stratanetworks.com</a>

Emergency after Business Hours contacts shall be made by phone at the numbers provided below and followed up with written notice to the Operational Notice addresses above.

PacifiCorp:	Strata:
1-888-221-7070	435-622-5007

Strata RMP reciprocal PAA - Utah

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first herein written.

ROCKY MOUNTAIN POWER, a  
division of PacifiCorp

By: Just Hamfield

Title: Vice President Operations

Date: 8/4/17

UBTA-UBET COMMUNICATIONS, INC.  
dba STRATA NETWORKS

By: [Signature]

Title: CEO/General Manager

Date: 7/28/17

UINTAH BASIN ELECTRONIC  
TELECOMMUNICATIONS, L.L.C.

By: [Signature]

Title: CEO/General Manager

Date: 7/20/17



P.S.C.U. No. 47

Original Sheet No. 4.1

**ROCKY MOUNTAIN POWER**  
**ELECTRIC SERVICE SCHEDULE NO. 4**  
**STATE OF UTAH**

\_\_\_\_\_  
**Pole Attachments**  
\_\_\_\_\_

**AVAILABILITY:** To public utilities, wireless providers, cable television companies, communications companies, or other entities that provide information or telecommunications services or any other services whose operation requires that cables, wires, and other appurtenances be placed on Company utility poles. This Schedule shall be available only upon the following three conditions:

1. The execution of a Pole Attachment Agreement between an "attaching entity" as defined by Utah Admin. Code § R746-345-2 and the Company for permission to place equipment on the Company's poles; or, in the event that such an agreement has not been reached, the attaching entity is subject to the provisions of the standard Attachment Agreement approved by the Utah Public Service Commission ("Standard Agreement").
2. The approval by the Company of the attaching entity's application, as required under the agreement between the Company and the attaching entity, for permission to place equipment on Company poles.
3. The availability of utility poles located on the Company's interconnected system in the state of Utah, which are of sufficient size and capacity to accommodate the equipment to be installed in accordance with the National Electric Safety Code, the applicable pole attachment agreement and applicable Utah Administrative Code provisions.

**APPLICATION:** The rate specified in this Electric Service Schedule shall apply to all Company-owned poles.

(continued)

\_\_\_\_\_  
Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 06-035-21

**FILED:** December 7, 2006

**EFFECTIVE:** December 11, 2006



P.S.C.U. No. 50

First Revision of Sheet No. 4.2  
Canceling Original Sheet No. 4.2

#### **ELECTRIC SERVICE SCHEDULE NO. 4 - Continued**

**ANNUAL CHARGE:** For each Company pole on which the attaching entity has placed an attachment, \$5.76 per foot of space used by the attaching entity. "Space used" is determined under the provisions of Utah Admin. Code § R746-345-5.A.3.

**SCHEDULE OF NON-RECURRING FEES:** For each Company pole on which the attaching entity has placed or requests to place an attachment, the following fees may be applied.

**1. Per Pole Application Fee: \$55.64 per Pole**

This fee is applicable when Licensee's submit application for permission to attach to the Company's poles. This fee covers the expected costs for performing the work necessary to determine what make-ready work must be done to accommodate the application. The fee shall be based on a state specific allocation of costs.

**2. Unauthorized Attachment Charge: \$100.00 + Back Rent, per Pole**

This fee is applicable when the Company discovers a Licensee attachment on a Company pole where the Company has no record of approving the attachment. Back Rent shall consist of 5 years of rent at the current rental rate unless credible evidence supports a lesser period. The Unauthorized Attachment Fee shall be waived if Licensee presents credible evidence of any of the following: approval by and payment of rent to a putative pole owner; good faith belief of pole ownership; or of attaching in good faith. The Unauthorized Attachment Fee shall also be waived if Licensee presents credible evidence the attachment was in place prior to January 1, 2007.

**3. Other Miscellaneous Fees:** To be invoiced at the Company's actual cost. This fee is applicable to recover the cost of work necessitated by Licensee requests not otherwise recovered in the Annual Charge or other fee categories, such as actual or estimated charges for make-ready work and labor for emergency restoration work.

**TERMS, CONDITIONS, LIABILITIES:** The terms, conditions, and liabilities for service under this Schedule shall be those specified in the applicable pole attachment agreement between the Company and the attaching entity. The annual charge rate specified by the agreement shall be in accordance with the rate specified in this Schedule and shall be subject to periodic adjustment in accordance with the applicable agreement and the rules established by the Public Service Commission of Utah and subject to its approval.

**ELECTRIC SERVICE REGULATIONS:** Service under this Schedule will be in accordance with the terms of the Pole Attachment Agreement or the Standard Agreement between the Company and the attaching entity. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement. In case of any conflict between any of the provisions of the Pole Attachment Agreement or Standard Agreement, this Rate Schedule, and the Electric Service Regulations, the provisions of this Rate Schedule will take precedence followed by the provisions of the Pole Attachment Agreement or the Standard Agreement, whichever is applicable.

---

Issued by authority of Report and Order of the Public Service Commission of Utah in Advice No. 14-11

**FILED:** November 25, 2014

**EFFECTIVE:** December 25, 2014



**EXHIBIT B--STRATA SCHEDULE OF FEES AND CHARGES****STRATA NETWORKS ANNUAL POLE ATTACHMENT CALCULATION (RENTAL RATE)**

Goss Method

1	Calculation of Pole costs		
2	Pole Audit (spread over 3 years)	records	\$43,720
3	Maintenance	$\ln(9)*.05$	\$51,265
4	Depreciation	records	\$69,106
5	Taxes	records	\$32,810
6	Administration & general	$\ln(9)*.04$	\$41,012
7	Cost of capital	$\ln(9)*11.25\%$	\$115,347
8			
9	Gross cost of poles	records	\$1,025,304
10			
11			
12	Carrying Charge of Poles	$\text{sum}(\ln 2 \dots \ln 7)$	\$353,260
13	Carrying Charge Ratio	$\ln(12)/\ln(9)$	34%
14			
15	UBTA Poles	records	1,429
16			
17	Net cost per Pole	$\ln(12)/\ln(15)$	\$247.21
18			
19	Usable Space per pole	records	13.5 feet
20	Space for power connection - primary	law	7.5 feet
21	Space for power - secondary	law	1 foot
22			
		$\ln(20)*\{1/\ln(19)\}*l$	
23	Cost per Electrical connection	$n(9)*\ln(13)$	\$46.69 primary
24	Cost per foot	$\ln(23)/\ln(20)$	\$6.23 secondary

**NON-RECURRING CHARGES**

Per Pole Application Fee	\$55.64
Unauthorized Attachment Charge	\$100+ Back Rent, per pole
Other Miscellaneous Fees	To be invoiced at Strata's actual cost, such as actual or estimated charges for make ready work and labor for emergency restoration work

Effective 12/7/2016

Date \_\_\_\_\_

Phone

City  
State

States

[illegible]

### **Criteria for Resolving Joint Pole Ownership When Ownership is Inconclusive between Strata Networks and PacifiCorp**

This criterion is to be applied in the cascading order presented below when ownership records between Strata Networks and PacifiCorp are in conflict:

1. Primary Review –

Disputed poles shall be examined to determine whether they are in a Strata Networks or PacifiCorp lead. A “Lead” is defined as a straight line of poles constructed by the same entity. If a disputed pole is in a Strata Networks or PacifiCorp Lead, ownership shall be determined by ownership of three poles on either side of the disputed pole.

2. Secondary Review –

To the extent the primary review is inconclusive to establish ownership the following criteria will be used:

1. PacifiCorp is the default pole owner if the pole has a PacifiCorp Transmission Circuit attached.
  2. Strata Networks is the default pole owner when Strata Networks is attached to the Pole and PacifiCorp is not.
  3. PacifiCorp is the default pole owner when PacifiCorp is attached to the Pole and Strata Networks is not. (Strata Network’s CATV attachments are not considered attachments for the purposes of applying this criteria)
  4. Strata Networks is the default owner when Strata Networks is attached and is the predominant owner of the Lead, and poles in the Lead are similar, i.e., same year, height, manufacturer, class, etc.
  5. PacifiCorp is the default owner when PacifiCorp is attached and is the predominant owner of the Lead, and poles in the Lead are similar, i.e., same year, height, manufacturer, class, etc.
  6. Strata Networks is the default pole owner if a MST&T Tag is on the Pole and the pole is pre-1985 vintage.
  7. Strata Networks is the default owner when Strata Networks is attached and the pole is less than 45 ft. tall, with no PacifiCorp conductor at primary voltage (defined as 2.4 KV or greater).
  8. PacifiCorp is the default owner when PacifiCorp is attached and the pole is 45 ft. or taller.
3. Alternative Default Determination. Any poles for which ownership remains in dispute after the initial and secondary review will be allocated between the Parties in accordance with the ownership ratio of non-disputed poles between the Parties.

# Table of Contents

## EU—Joint Use

### *Information Standards*

<b>Standard</b>	<b>Title</b>	<b>Revised</b>
<u>EU 00I</u>	Joint Use—General Information	25 Nov 14
<u>EU 10I</u>	Joint Use—Pole Space Allocation	3 Jan 17
<u>EU 21I</u>	Joint Use—Climbing Space through Communication Circuits	8 Feb 16
<u>EU 22I</u>	Joint Use—Clearances, Communication to Supply Circuits	8 Feb 16
<u>EU 23I</u>	Joint Use—Clearances, Communication Above Ground, Roadway or Water	3 Jun 16
<u>EU 24I</u>	Joint Use—Clearances, Communication Equipment to Risers	25 Nov 14
<u>EU 25I</u>	Joint Use—Clearances, Communication Equipment to Transformers	25 Nov 14
<u>EU 26I</u>	Joint Use—Clearances, Communication Equipment to Street Lights	24 Jan 17
<u>EU 27I</u>	Joint Use—Clearances, Communication Equipment to Street Lights—California	8 Feb 16
<u>EU 28I</u>	Joint Use—Clearances, Low Voltage Service Drops	8 Feb 16
<u>EU 40I</u>	Joint Use—CATV on Poles	29 Jun 16

# Table of Contents

This page is left blank intentionally.

## EU 001 Joint Use—General Information

### Scope

Joint use agreements with other utilities include standards covering the attachments involved. This section contains drawings covering joint use of poles by supply and communications circuits and equipment. These drawings conform with the applicable requirements of joint pole practices for supply and communications circuits: National Electrical Safety Code (NESC); California Public Utility Commission General Order No. 95 (G.O. 95); and other state and local requirements.

### General

The drawings in this section specify the clearances required and the typical arrangement of attachments.

Questions concerning conflicts or impaired clearances between supply circuits and communications circuits, including community antenna TV cables, which are not adequately covered by the scope or detail of this section, shall be referred to the area engineer.

These standards apply to all other utilities and other entities who own facilities which contact or are supported by equipment owned by the company, including attachments not covered by joint use agreements.

Any trolley circuits attached to company-owned power poles will require special joint use agreements and drawings showing clearances. Trolley circuit attachments will require distribution engineering approval on a case-by-case basis.

Over-lashing of communication cables is an acceptable practice and will follow the same policy as any other attachment request. The application will be reviewed by the company and the party being over-lashed, to determine any upgrades that may be required. The requesting party, the party that is being over-lashed, and the company will agree to payment of the cost of any needed upgrades and the attachment fees.

The addition of the new cable will place additional loading requirements on poles and down guys and will impact the sag of the existing cable. These items will need to be reviewed to see if pole change-outs or guy replacements will be necessary.

This page is left blank intentionally.

# EU 101 Joint Use—Pole Space Allocation

## Scope

This standard provides information regarding a typical allocation of space on joint use poles for attachment of communication and company facilities.

## General

### 1. Compliance with Safety Codes and Rules

It is intended that all construction will meet or exceed the requirements of the latest edition of the National Electrical Safety Code (NESC). All work will be performed in a safe manner that complies with the rules of the NESC, the Occupational Safety and Health Administration (OSHA) and the rules of any state agencies having jurisdiction.

### 2. Communication

The term “communication” is considered to include telephone, cable TV, fiber optic cables, and facilities meeting the definition of “communication lines” in the NESC.

### 3. Available Pole Space

The setting depth of a pole in normal soil is approximately 10% of the pole length plus two (2) feet. Thus a 45' pole will be set 6½' into the ground with 38½' above ground.

### 4. Joint Use Agreements

Some of the joint use agreements do not match all conditions set forth in the EU section of the distribution construction standards. A specific joint use agreement may spell out a different method of sharing costs of taller poles. In that case, the agreement takes precedence over this standard.

### 5. Bonding of Communication or Cable Equipment to Ground

When a pole ground is required by the communications utility and does not exist on the pole, the communications utility shall request the installation of a pole ground by the company. This allows the company to ground the neutral conductor attached to the pole. The communications company shall pay for all expenses incurred. At no time shall the communications utility personnel be in the company's pole space.

### 6. Guying and Anchoring

The communications utility shall not attach their guy wires to company anchors unless explicit written permission is given for each specific location. Anchor rod auxiliary eyes are not permitted on company anchors. Additionally, all guy wires installed on company anchors to support communications utility's equipment or cable shall be insulated as defined by Rule 279A2a of the NESC and in accordance with company standard practice. This practice meets code and also prevents galvanic corrosion of anchors. The insulator shall meet NESC flashover and strength requirements. If, by written permission, the company allows the guy wire to be bonded at the pole, an insulator is still required that meets NESC strength requirements as stated in NESC Rules 279A1c and 279B3.



All guy wires attached to the communications utility's own anchors shall meet NESC requirements.

Slack span installations and unguyed deadend pole installations by communications licensee companies are not allowed on company-owned poles unless:

- a. The communications company provides a complete engineering design and review, signed and stamped by a licensed professional engineer.
- b. The engineering review shall be included in the application, with all tensions, strengths, angles, and calculations associated with the proposed slack span or unguyed deadend installation
- c. Receipt of the professional engineer's design and review is acknowledged in writing by the company.

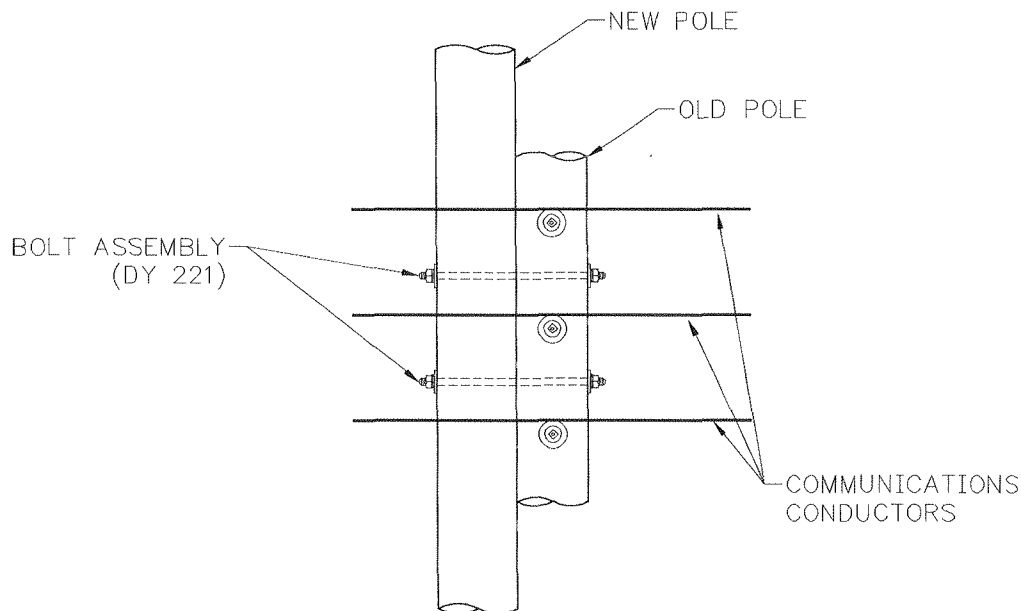
For multiple anchor and rod assemblies, when required, multiple anchors should be separated five (5) feet or more horizontally for power driven screw anchors and eight (8) feet for disk anchors.

## 7. Replacing an Existing Pole

When the company has need to replace an existing pole with joint use attachments and the attachment cannot immediately be transferred directly to the new pole, an alternative method of attachment may be used to reduce crew and travel time. The following criteria must be satisfied prior to such action:

- a. The pole is positioned close enough to allow attachment by this method.
- b. The condition of the old pole section will maintain the integrity of the attachments.
- c. No other issues are apparent that sacrifice proper clearances, safety, or working conditions.

This method of attachment should be considered temporary, and affected joint use attaching entities must remove their facilities within a reasonable time frame. Additionally, the last joint use attaching entity to perform transfer work on the structure must remove and dispose of the old section of the pole and DA bolts.



**Figure 1—Pole Replacement with Existing Communications Conductors**

## Allocation of Pole Space

### 1. Separation Space - Permitted Uses

- a. There shall be a minimum of 40" of clearance between the surface (not the center) of any supply system conductors or equipment (including support hardware and washers) and any communications system conductors or equipment (including support hardware and washers) as required by the NESC.
- b. Communications equipment is not permitted to be mounted in the 40" separation space.
- c. Street lighting fixtures may be installed in the separation space when necessary to meet mounting height requirements provided that such installations are in accordance with the NESC and other applicable codes. For details, see EU 261. In California, see EU 271.

This page is left blank intentionally.

## EU 211 Joint Use—Climbing Space through Communication Circuits

### Scope

This standard provides information defining the climbing space requirements for joint use poles through the communication circuit level. Included are communication cables, service drops, and vertical runs attached to the pole.

### General

The climbing space as defined is intended to provide adequate clearances on the pole for safe ascent and descent by line personnel. The climbing space must extend 40" above and below the referenced communication-circuit or 48" above and below in California (see Figure 1). If the climbing space is rotated around the pole for continued climbing, the climbing spaces in different quadrants of the pole must overlap.

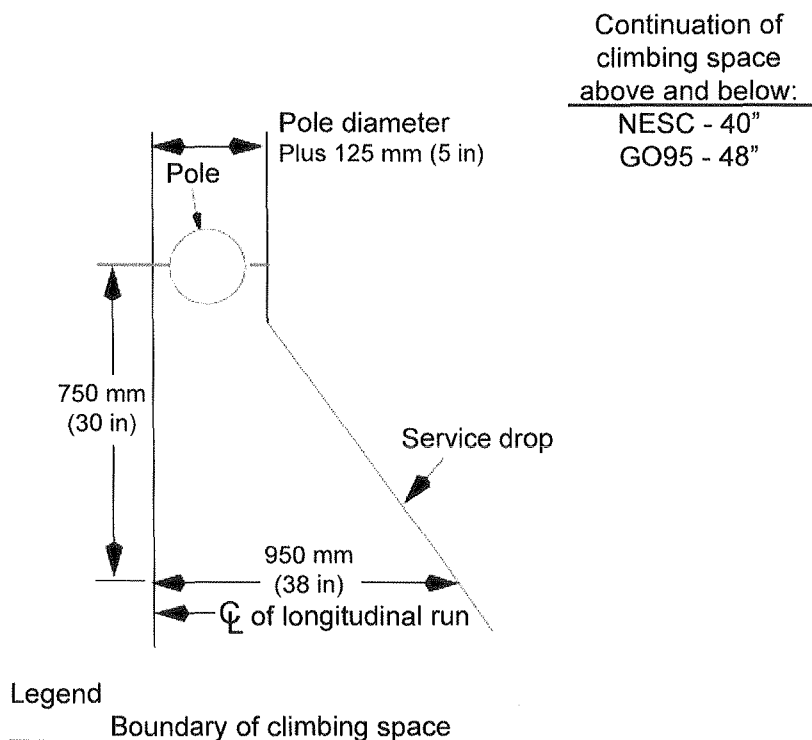


Figure 1—Climbing Space

This page is left blank intentionally.



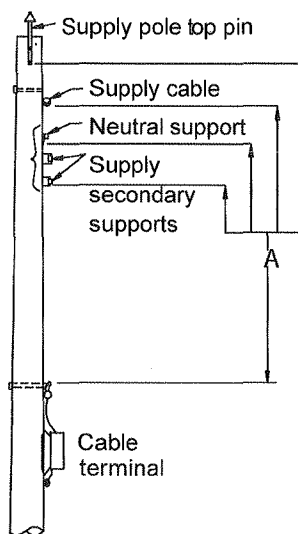
**Table I—Vertical Clearance Between Supply and Communication Facilities**

Voltage of Supply Circuit	Min. X-arm Spacing (In.) (Dimension A)	Min. Conductor Spacing (In.) (Dimension B)
<b>NESC<sup>1</sup></b>		
0-8700	48	40
8700-50000	72	60
<b>Washington<sup>2</sup></b>		
0-7500	48	40
Over 7500	84	84
<b>California<sup>2</sup></b>		
0-7500	48	48
7500-75000	72	72

<sup>1</sup> Voltage is to ground if there is an effectively grounded circuit, otherwise voltage is the highest voltage between any two conductors (note 2).

<sup>2</sup> Voltage is the highest voltage between any two conductors.

California G. O. 95  
exceptions, Dim. A  
Rule 92.1B  
0-750V supply on racks—A = 72"  
Supply cables—A = 48"

**Figure 2—Vertical Clearances Between Conductors and Noncurrent Carrying Metal Parts of Communication Equipment and Supply**

**Table 2—Vertical Clearances Between Conductors and Noncurrent Carrying Metal Parts of Communication Equipment and Supply Circuits**

Dim. A	Washington		NESC		California	
	Voltage of Supply <sup>2</sup> Circuit Concerned	Min. Clearance Inches	Voltage of Supply <sup>1</sup> Circuit Concerned	Min. Clearance Inches	Voltage of Supply <sup>2</sup> Circuit Concerned	Min. Clearance Inches
	0-7500	40	0-8700	40	0-7500	48
	Over 7500	84	Over 8700	60	7500-75000	72

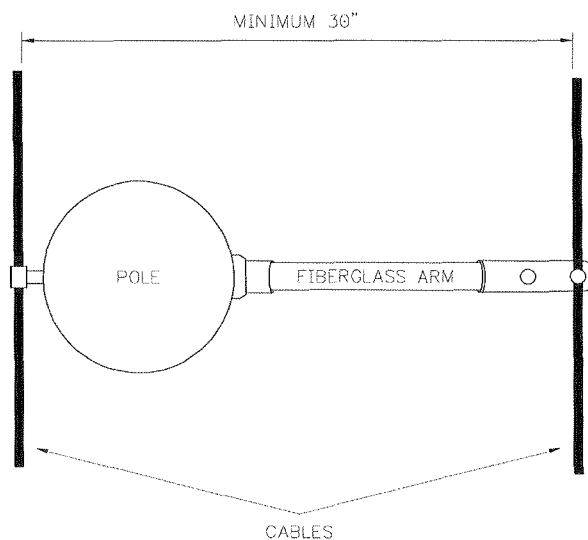
<sup>1</sup> Voltage is to ground if there is an effectively grounded circuit, voltage is the highest voltage between any two conductors (note 2).

<sup>2</sup> Voltage is the highest voltage between any two conductors.

#### 4. Horizontal Spacing

The preferred method of attaching communications cables to poles is to utilize one side of the pole with 12" minimum vertical separation between cables. This allows climbing on the other side of the pole. However, in certain circumstances, the company will allow installation of communications cables on both sides of a pole, as long as there is a minimum of 30" horizontal separation between wires for climbing. This separation can be obtained by using fiberglass arms, strong enough to handle physical loads upon them and long enough to provide the needed 30" separation at the point of attachment to the pole. (See Figure 1 and Figure 3).

If Figure 1 is the attachment method being used, 30" horizontal measurements are required between cables. This measurement applies to any cables attached to the crossarm, but must also take into consideration any cable attached directly to the pole.

**Figure 3—Horizontal Spacing Using Fiberglass Arm**



This page is left blank intentionally.

# EU 231 Joint Use—Clearances, Communication Above Ground, Roadway or Water

## Scope

This standard provides information regarding the minimum clearance required between joint use facilities attached to company structures and ground, roadways, and waterways.

## General

The vertical clearances of all facilities attached to company structures must meet or exceed the minimum requirements of the National Electrical Safety Code (ANSI C2, current edition), and any applicable state or local codes and the requirements of the company construction standards. These requirements shall apply to communication circuits, fiber optic lines, cable television circuits, messenger wires, guy wires and any other foreign owned facilities attached to company equipment.

In the event that the owner of a foreign facility is not a public utility company, then the attached facility must also comply with the provisions of the National Electrical Code (NFPA 70).

## Application

1. Clearances shall be maintained at maximum loading conditions as defined by NESC rule 232.
2. Company clearance requirements are found in chapter TC of the Transmission Construction Standards. Company ground clearance requirements are found in standard TC 111.
3. In the event of conflicting requirements, the requirement which provides more clearance shall apply.

## Special Requirements by State

### 1. Utah

Administrative Rule 930-7 applies to Federal-aid highway\* projects including local government projects. This rule requires the following:

- a. For crossings<sup>†</sup>, the minimal vertical clearance for installed overhead lines is 18 feet.
- b. For intersections<sup>‡</sup>, the minimal vertical clearance for installed overhead lines is 23 feet.
- c. The NESC minimum clearances shall be met or exceeded.

Note: The most stringent clearance requirement shall govern.

\* "Highway, street, or road" are general terms denoting a public way for the transportation of people, materials, and goods, but primarily for vehicular travel, including the entire area within the right of way. (Administrative Rule R930-7)

<sup>†</sup> "Crossing" refers to a location where the utility line crosses the highway.

<sup>‡</sup> "Intersection" is the general area where two or more highways or streets join or cross at-grade. (Administrative Rule R930-6)

## 2. California

The NESC is not applicable in California. The greater requirement of GO 95, or company clearances found in section TC shall apply.

## 3. Washington

Along or crossing a state or federal highway, 24 feet of clearance is required.

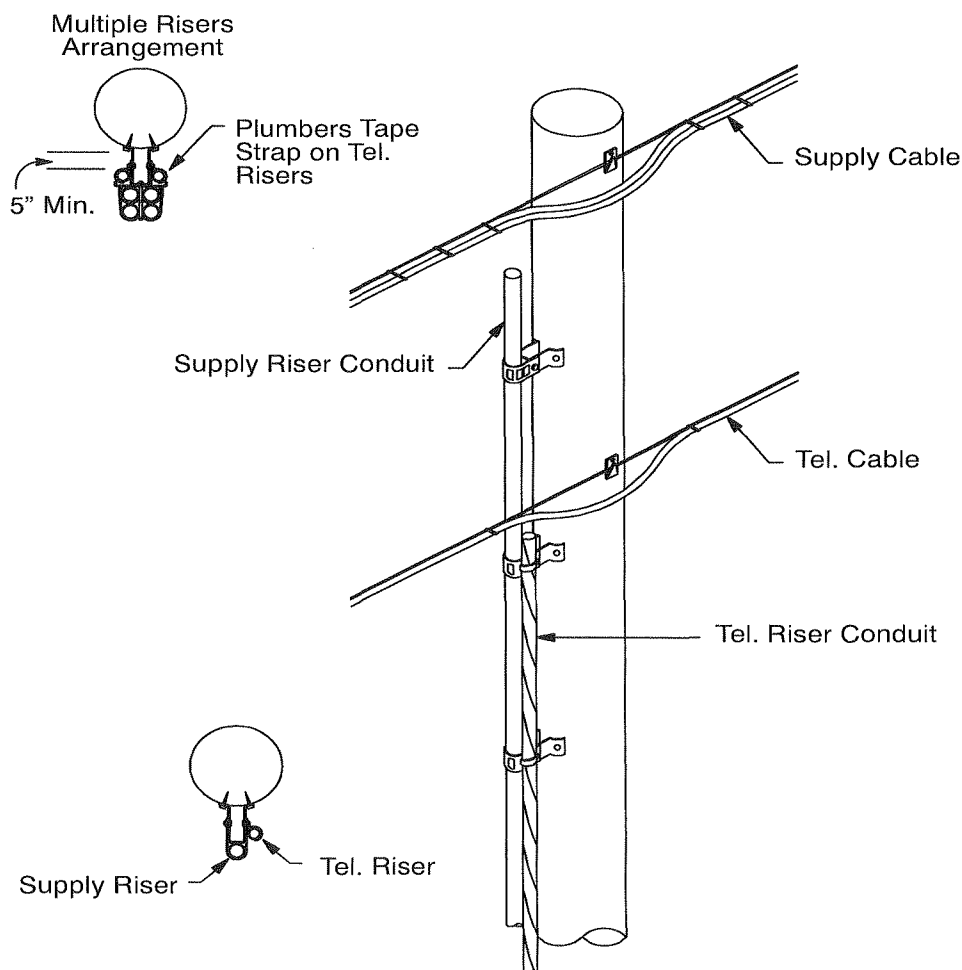
## EU 241 Joint Use—Clearances, Communication Equipment to Risers

### Scope

This standard provides information regarding the location of risers and vertical runs on joint use poles. Included are company owned supply risers, communication risers and ground conductors.

### General

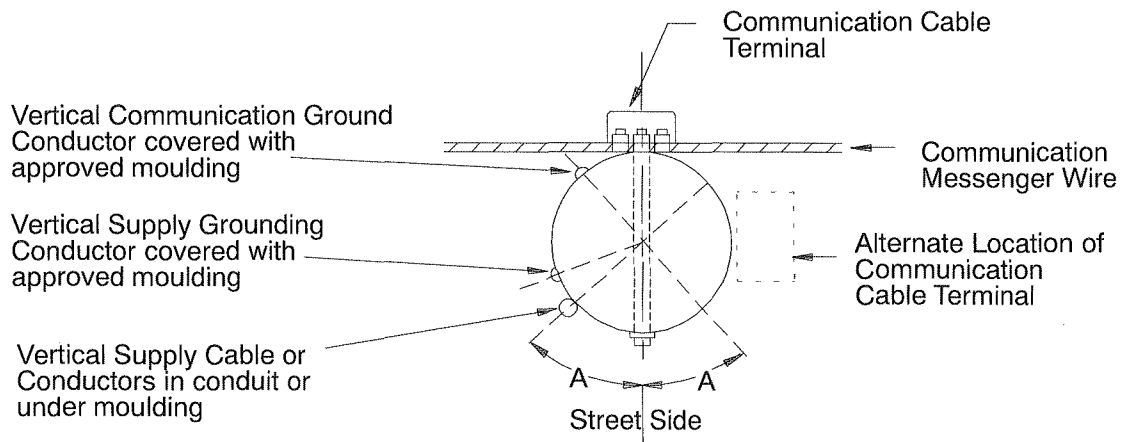
Risers and vertical runs on joint use poles shall be located on poles so as to minimize congestion, provide adequate climbing space and meet clearance requirements. Whenever practicable, risers and vertical runs shall be located on the 'away from'-traffic side of the pole. If supply and communication risers are required on the same pole, they should be installed in the same quadrant away from the climbing space. For typical arrangement of joint risers, see Figure 1. For preferred arrangements of risers and vertical runs on joint poles, see Figure 2. Supply cable risers shall be installed in approved protective conduit (see Standard GC 011). Supply cable carried vertically through communication attachments and supply circuits shall be attached to the pole so as to meet or exceed minimum NESC clearance requirements in all areas and also meet or exceed the requirements of General Order 95 in California (see Figure 3).



**Figure 1—Typical Arrangement of Supply and Communications Risers**

## Notes

1. Arrangement for joint use of offset bracket for support of one supply riser and one communications riser. The actual offset bracket may be another approved style. Two or more supply riser conduits will always be on offset brackets, in which case the communications riser or risers shall also be on the brackets.
2. All supply riser conduits shall be supported by offset brackets. Multiple risers, supply or communication or both shall be combined on a riser offset bracket. If a supply riser is installed on an offset bracket, the communication riser shall also be on the offset bracket.
3. Spacing between brackets shall not exceed 10' and provide as much clearance as possible between pole and conduit surfaces but not less than 5".

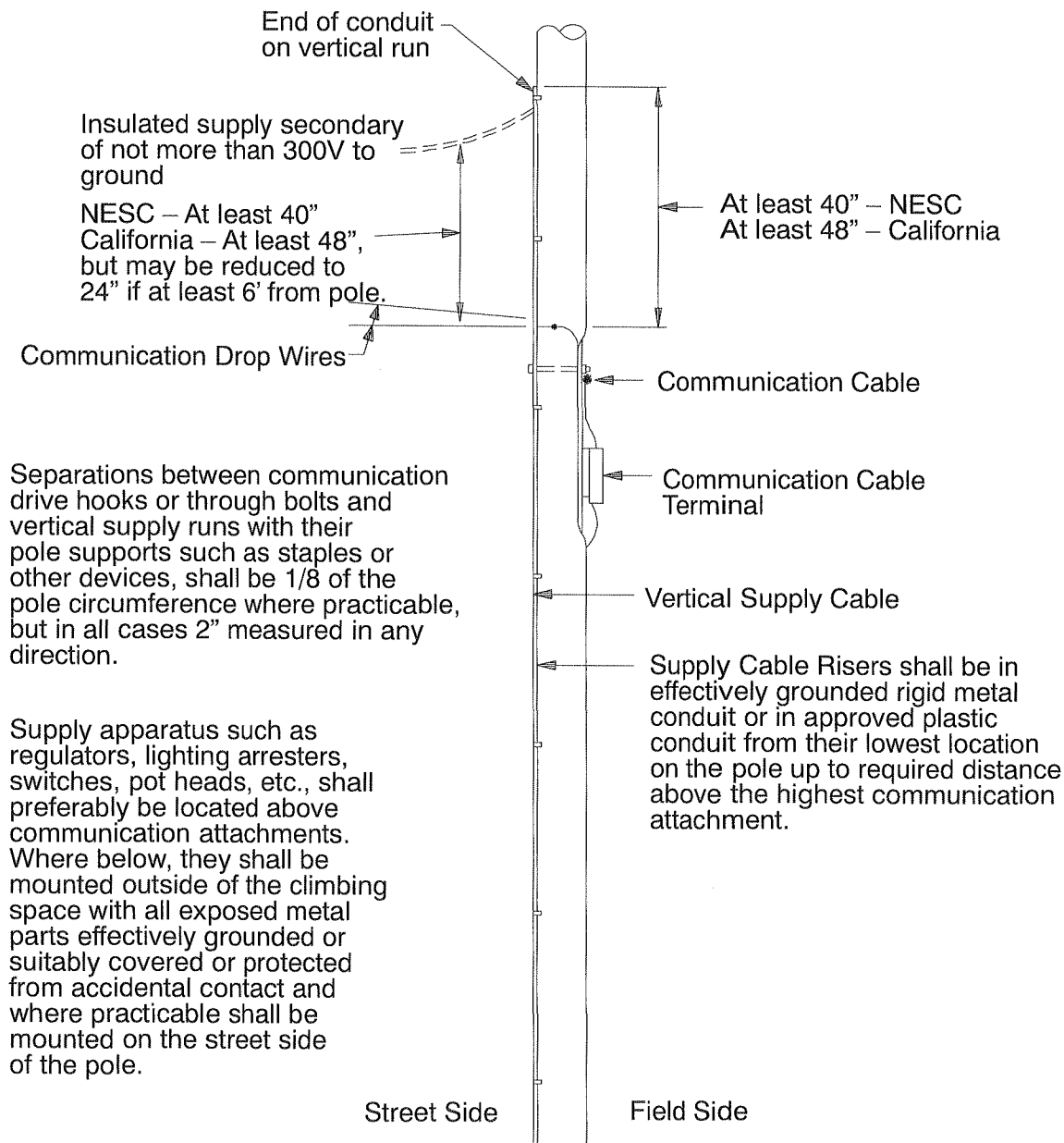


**Figure 2—Preferred Locations for Risers, etc. on Joint Use Poles**

### Notes

1. Whenever practicable, angle A should be approximately 45°. The risers and vertical runs shall be located on the low side of raked and other non-vertical poles.
2. All supply riser conduits shall be supported by offset brackets. Multiple risers, supply or communication or both shall be combined on a riser offset bracket. If a supply riser is installed on an offset bracket, the communication riser shall also be on the offset bracket.
3. Spacing between brackets shall not exceed 10' and provide as much clearance as possible between pole and conduit surfaces but not less than 5".
4. The clearance between supply hardware and communications hardware shall be as much as practicable but in no case less than 2" in any direction, except if all the following applies:
  - a. The systems and applicable codes involved would permit grounding of the hardware.
  - b. The hardware involved in the reduced clearance is effectively grounded at the location.
  - c. The hardware involved is mechanically and electrically securely bonded.

Applicable in California also if the riser covering is of rigid PVC meeting the requirements of GO 95.



**Figure 3—Supply Riser on Joint Use Pole**

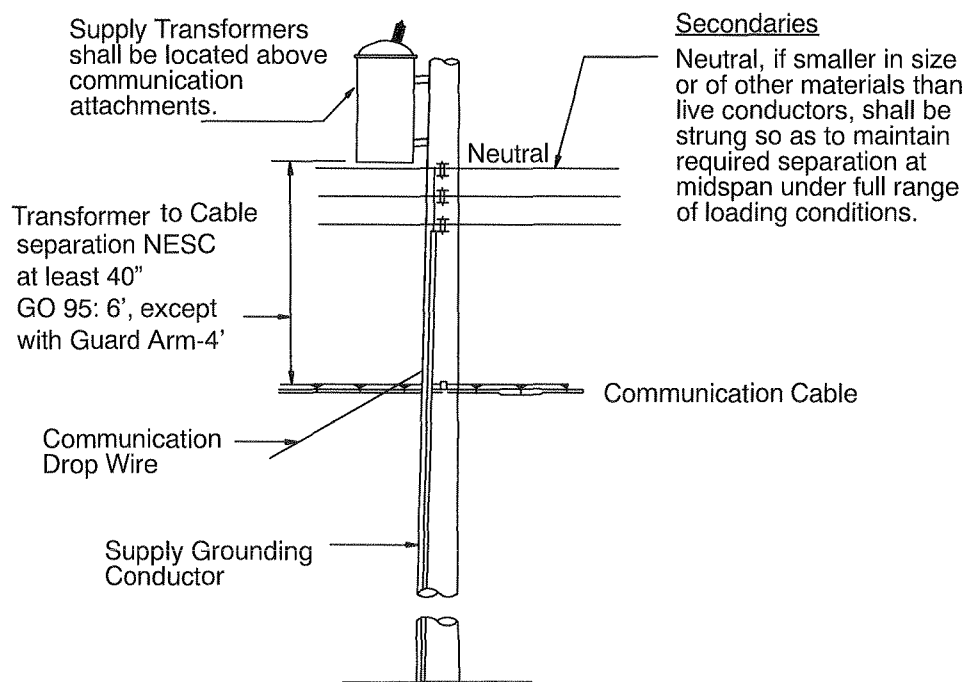
## EU 251 Joint Use—Clearances, Communication Equipment to Transformers

### Scope

This standard provides information regarding clearances between communication cables and supply transformers attached to joint use poles.

### General

Clearance requirements between communication cables and supply transformers vary according to geographic location and supply system voltage. For typical joint pole arrangement with supply transformer, see Figure 1. NESC and WAC (Washington) supply transformer clearances are identical (see Table 1).



**Figure 1—Clearances Between Transformers and Communications Cables**



**Table I—Clearance from Transformers for Communication Cables**

<b>Transformer Primary Voltage</b>	<b>Minimum Clearance In Inches</b>
<b>NESC &amp; Washington</b>	
0-8700	40 [1]
8700-50000	60 [1]
<b>California</b>	
0-750	72 [2]
750-22500	72 [2]

**Notes:**

[1] If transformer cases are effectively grounded, these clearances may be reduced to 30".

[2] With guard arm above communication cable, may be reduced to not less than 48".

## EU 261 Joint Use—Clearances, Communication Equipment to Street Lights

### Scope

This standard provides information regarding vertical clearances between street lights and joint use facilities. Included are clearances from communication circuits and cable TV to street lights and street lighting supply drip loops (for California, see EU 271).

### General

The vertical clearances under the jurisdiction of the NESC between street lights and communication facility attachments are specified in this standard.

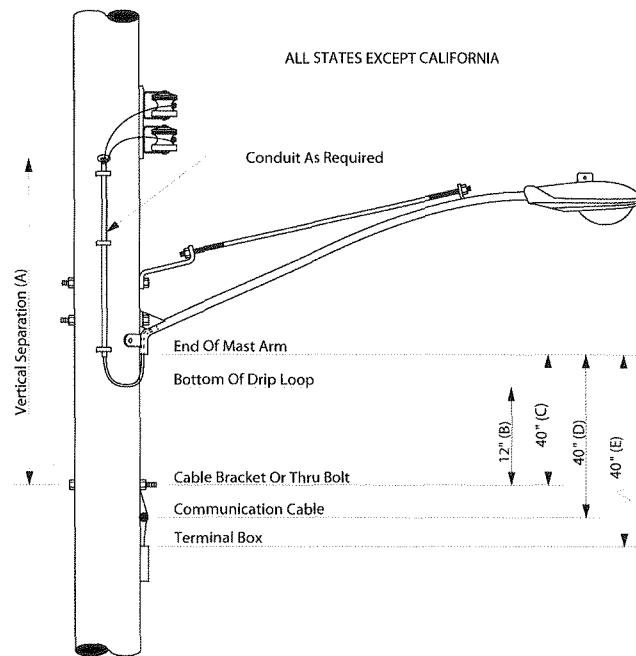
#### 1. Vertical Clearance for Communication Cable

The vertical clearances required between street lighting equipment and communication cables attached to the pole are defined by Figures 1 and 3 of this standard. Street lighting may be installed above or below the communication level provided that required clearances shown in the notes and on Figures 1 and 3 are met.

#### 2. Vertical Clearance for Open Wire Communication Circuits on Crossarms

The vertical and horizontal clearances required between street lighting equipment and open wire communication circuits on wood crossarms are defined by Figures 2 and 4 of this standard. Street lighting may be installed above or below open wire communication circuits provided that required clearances shown in the notes and on Figures 2 and 4 are met.

**Applicable in All States Except California**



**Figure 1—Street Lighting Facilities Above Communication Cable**

**Notes:**

**A. Vertical Separation (NESC Section 23, Table 238-1)**

40" If supply voltage is 0 – 8.7 kV

40" + 0.4 per kV If supply voltage is over 8.7 kV

**Exception:** Clearances may be reduced to 30" where non-current-carrying parts of supply equipment are effectively grounded and the associated neutral meets Rule 230E1, or supply cables meeting Rule 230C1 (including support brackets) are bonded to communication messengers at intervals meeting Rule 92C throughout well-defined areas, and where communication is at lower levels.

**B. Separation from Drip Loops of Street Light Brackets (NESC Section 23, Rule 238D)**

**Exception:** The "B" clearance may be reduced to 3" if the drip loop is covered by a suitable nonmetallic covering that extends at least 2" beyond the loop.

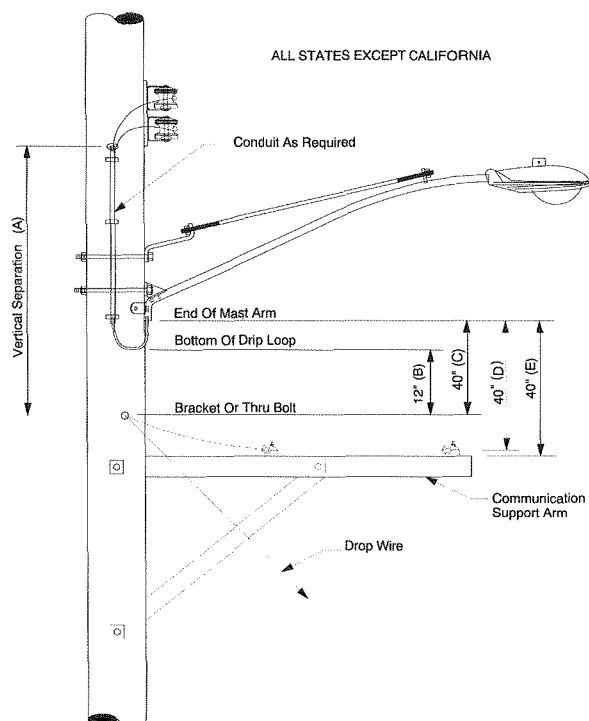
**C. Separation from Communication Brackets (NESC Section 23, Table 238-2)**

**D. Separation from Messengers Carrying Communication Cables (NESC Sec. 23, T. 238-2)**

**E. Separation from Terminal Box of Communication Cable (NESC Sec. 23, Table 238-2)**

**Exceptions:**

a. The separation of C, D, and E may be reduced to 4" if the mast arm is effectively grounded.



**Figure 2—Street Lighting Facilities Above Communication Open Wire Crossarm**

**Notes:**

**A. Vertical Separation (NESC Section 23, Table 238-1)**

40" If supply voltage is 0 – 8.7 kV

40" + 0.4 per kV If supply voltage is over 8.7 kV

**Exception:** Clearances may be reduced to 30" where non-current-carrying parts of supply equipment are effectively grounded and the associated neutral meets Rule 230E1, or supply cables meeting Rule 230C1 (including support brackets) are bonded to communication messengers at intervals meeting Rule 92C throughout well-defined areas, and where communication is at lower levels.

**B. Separation from Drip Loops of Street Light Brackets (NESC Section 23, Rule 238D)**

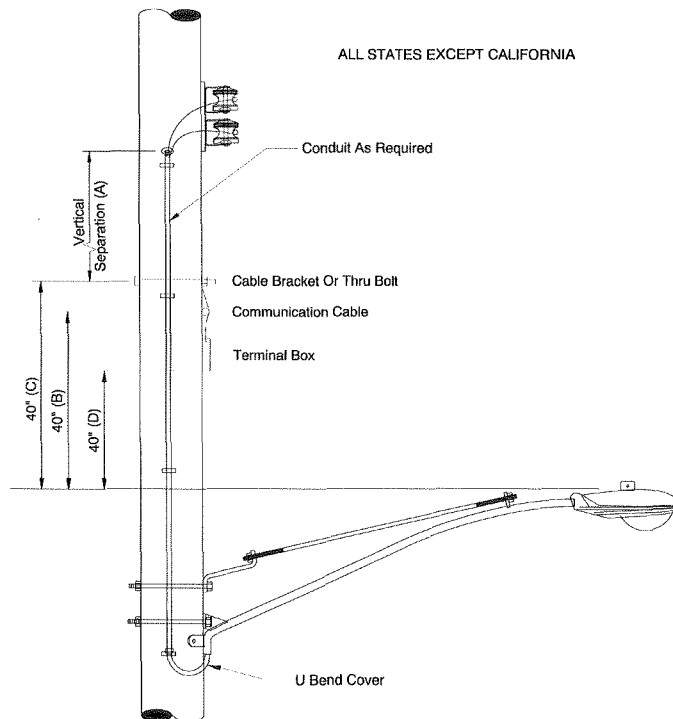
**Exception:** The "B" clearance may be reduced to 3" if the drip loop is covered by a suitable nonmetallic covering that extends at least 2" beyond the loop.

**C. Separation from Communication Brackets (NESC Section 23, Table 238-2)**

**D. Separation from Messengers Carrying Communication Cables (NESC Sec. 23, T. 238.2)**

**Exceptions:**

- a. The separation of C and D may be reduced to 4" if the mast arm is effectively grounded.
- b. The separation of E may be reduced to 20" if the mast arm is effectively grounded.



**Figure 3—Street Lighting Facilities Below Communication Cable**

**Notes:**

**A. Vertical Separation (NESC Section 23, Table 238-1)**

40" If supply voltage is 0 – 8.7 kV

40" + 0.4 per kV If supply voltage is over 8.7 kV

**Exception:** Clearances may be reduced to 30" where non-current-carrying parts of supply equipment are effectively grounded and the associated neutral meets Rule 230E1, or supply cables meeting Rule 230C1 (including support brackets) are bonded to communication messengers at intervals meeting Rule 92C throughout well-defined areas, and where communication is at lower levels.

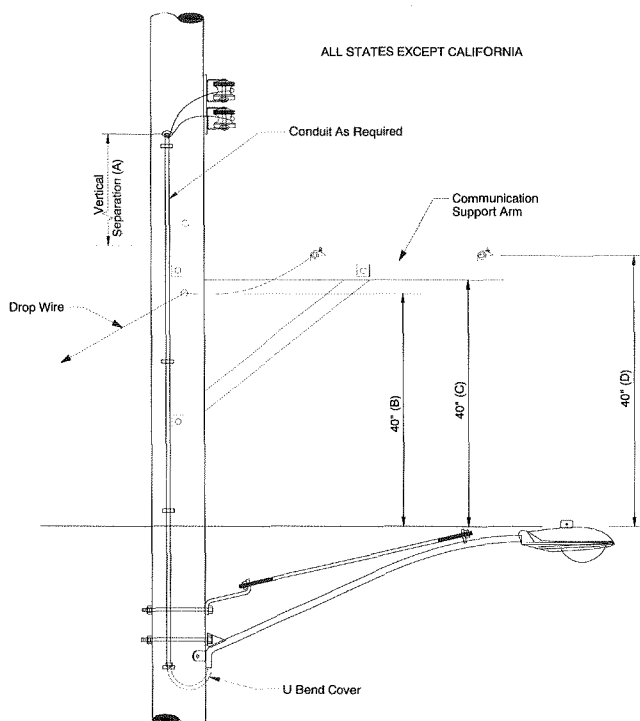
**B. Separation from Communication Brackets (NESC Section 23, Table 238-2)**

**C. Separation from Messengers Carrying Communication Cables (NESC Sec. 23, T. 238-2)**

**D. Separation from Terminal Box of Communication Cable (NESC Sec. 23, Table 238-2)**

**Exceptions:**

- a. The separation of B, C, and D may be reduced to 4" if the mast arm is effectively grounded.



**Figure 4—Street Lighting Facilities Below Communication Open Wire Crossarm**

**Notes:**

**A. Vertical Separation (NESC Section 23, Table 238-1)**

40" If supply voltage is 0 – 8.7 kV

40" + 0.4 per kV If supply voltage is over 8.7 kV

**Exception:** Clearances may be reduced to 30" where non-current-carrying parts of supply equipment are effectively grounded and the associated neutral meets Rule 230E1, or supply cables meeting Rule 230C1 (including support brackets) are bonded to communication messengers at intervals meeting Rule 92C throughout well-defined areas, and where communication is at lower levels.

**B. Separation from Communication Brackets (NESC Section 23, Table 238-2)**

- The separation of B may be reduced to 4" if the mast arm is effectively grounded.
- The separation of C and D may be reduced to 24" if the mast arm is effectively grounded.
- The separation of D may be further reduced to 4" if the communications cable is located below the crossarm and the mast arm is effectively grounded.

**C. Separation from Below Communication Support Arm (NESC Section 23, Table 238-2)**

**D. Separation from Messengers Carrying Communication Cables (NESC Sec. 23, T. 238-2)**

This page is left blank intentionally.

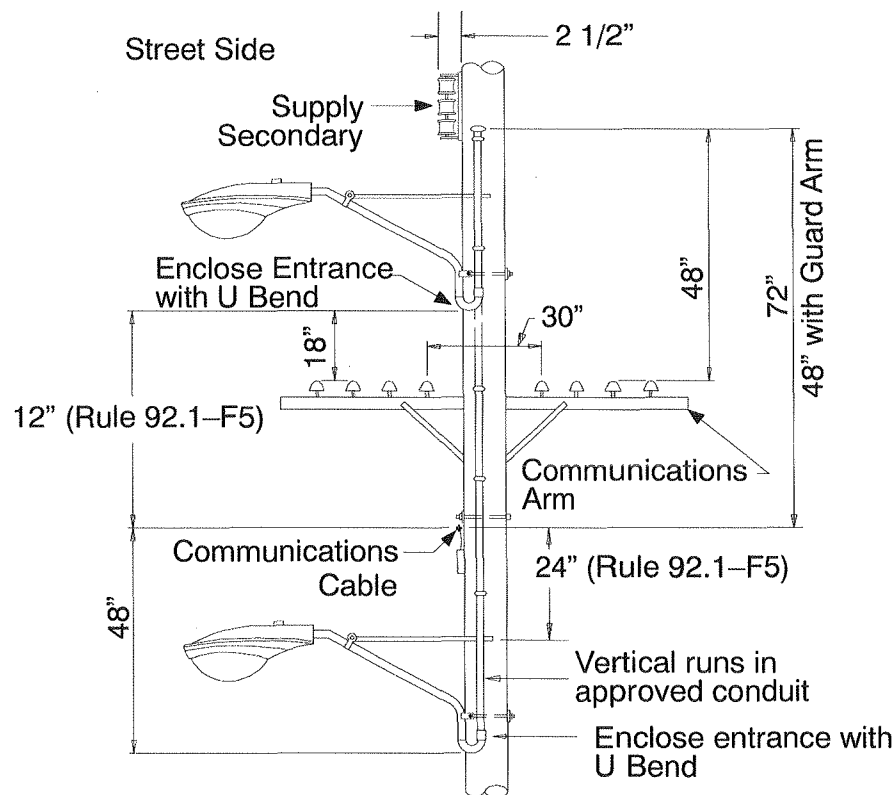
# EU 271 Joint Use—Clearances, Communication Equipment to Street Lights—California

## Scope

This standard provides information regarding clearances between street lights and communication attachments on joint use poles in the State of California. Included are open wire communication circuits on crossarms, cable attached directly to the pole and secondary supply circuits.

## General

Joint use clearances for street lights installed in California are under the jurisdiction of GO 95. Street lights may be installed above or below communication circuits provided that required clearances are met. (See Figure 1 for clearances.)



**Figure 1—Clearances Between Street Lights and Communication Attachments**

## Notes

Hardware clearances 2"



This page is left blank intentionally.



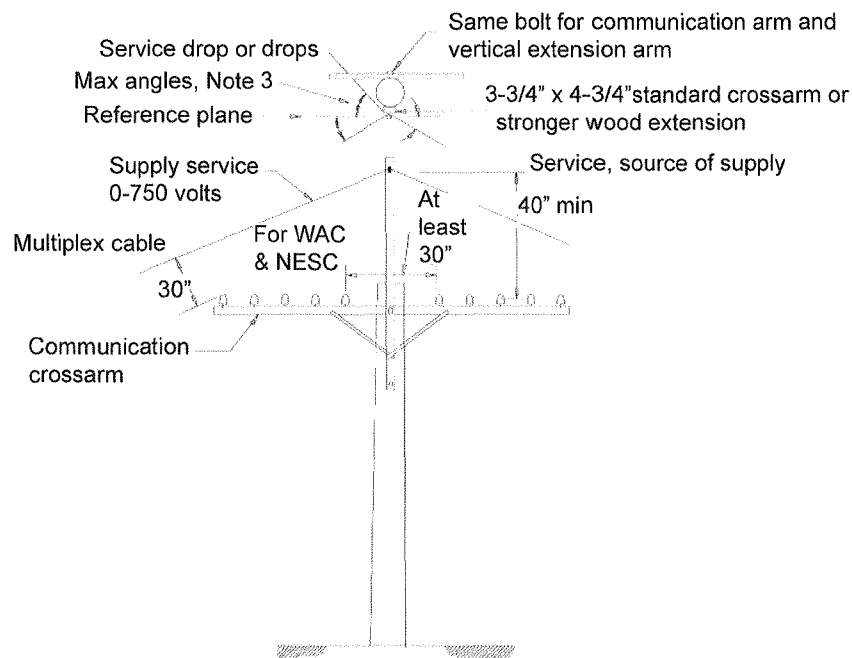
## EU 281 Joint Use—Clearances, Low Voltage Service Drops

### Scope

This standard provides information regarding clearances between company-owned supply service drops and communication attachments on joint use poles in California, Washington, and all other service areas.

### General

This standard includes clearances between supply service drops from 0-750V and open wire communication circuits on crossarms (see Figure 1 below for clearances).



**Figure 1—Service Drop Contacts on Communications Poles**

## Notes

1. Use a pole top fixture when the following conditions exist:
  - a. Not more than two branches to service
  - b. The span from the supply pole to the communication pole is not over 100' and the span from the communication pole to the house is not over 100'
  - c. Maximum size of service wire from the communication pole to the house is #2 triplex
2. Where conditions are more severe than shown in Figure 1 or as limited by note 1, each case must be individually planned.
3. The angle of service crossing and service drop or drops to a plane normal to the alignment of the pole line shall not exceed 45°.

# EU 401 Joint Use—CATV on Poles

## Scope

This standard details the clearances, locations and equipment involved in the installation of Community Antenna Television (CATV) auxiliary equipment on company poles. Equipment addressed in this standard does not include meters or any other metering equipment.

## General

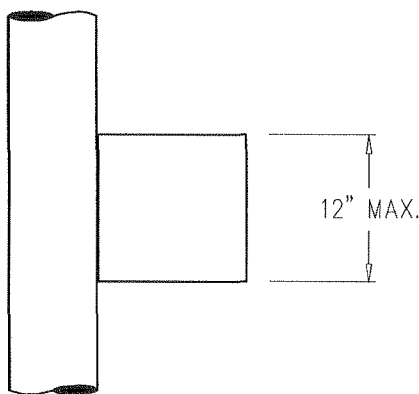
1. CATV auxiliary equipment consists mainly of power supplies and separate service protection disconnects. An installation usually consists of a 120 V service in conduit to a service disconnect, a metal cabinet with a 120 V AC to 60 V AC or DC power supply (batteries optional), and a return supply line (usually ½" coax) to the main CATV cable. An amplifier is usually supported on the CATV cable messenger at least 18" away from the pole. The return supply line terminates at the amplifier or other termination device suspended by the CATV messenger.
2. CATV companies are licensees and prior to installation, must make special written application to the company to use space outside the normal communications space on company poles, as well as application to receive electrical service. The company is concerned that additional equipment fastened to the pole not impair the company's use of facilities nor lessen the margin of safety for our crews. To ensure these conditions are met, future installations must meet the installation requirements below. The company will reserve the right to decline electrical service until all requirements of this specification are met.
3. Vertical pole space allocations for joint use distribution poles are given in company standard EU 101.

## Installation Requirements

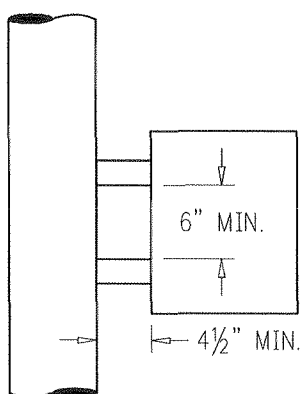
1. All CATV equipment installations on company-owned poles shall meet the requirements of the latest edition of the National Electrical Safety Code (NESC) applicable in Oregon, Idaho, Utah, and Wyoming; GO 95 in California; or the latest edition of the NESC applicable in Washington, except as superseded by the Washington Administrative Code (WAC).
2. CATV auxiliary equipment shall not be installed on poles having conduit risers or on poles having gang-operated switches, capacitors, reclosers, or regulators. Any rearrangement of facilities required for auxiliary CATV equipment located outside the normal communication space allocation will be made at the company's option and at the licensee's expense.
3. The maximum size auxiliary equipment cabinet that may be installed on the pole, is limited to 26" wide by 26" high by 20" deep, exclusive of mounting bracket(s). The service disconnect, when attached to one end of the cabinet, is also excluded from these dimensions. No more than one such cabinet may be attached to a pole. A service disconnect may be installed separately above the cabinet, and if so installed, shall be on the same side of the pole. The service disconnect may be attached directly to the pole providing the dimensions of the service disconnect are no greater than 6" wide by 12" high by 6" deep.

If the auxiliary equipment is to be supplied by a portable generator during outage conditions, the service disconnect shall have a visible-break, double pole, double-throw switch to avoid back-feeding the utility service.

4. Equipment mounted on a pole must not restrict the ability of an electric worker to climb past it. If the equipment cabinet is more than 12" in height, as shown in Figure 1, it must be mounted on offset brackets that provide a space for the electric worker to use a belt. This space must be at least 4½" wide by 6" high, as shown in Figure 2. These brackets shall be installed with through bolts. The through bolt ends shall not protrude more than 1" beyond the nut on other side of the pole. Use of wood crossarms or plastic mounting brackets is not acceptable. All holes bored in company poles shall be flooded with a 2% solution of copper naphthenate before bolt insertion. Any unused pole holes due to misdrilling or equipment removal shall be flooded and plugged with treated dowels.



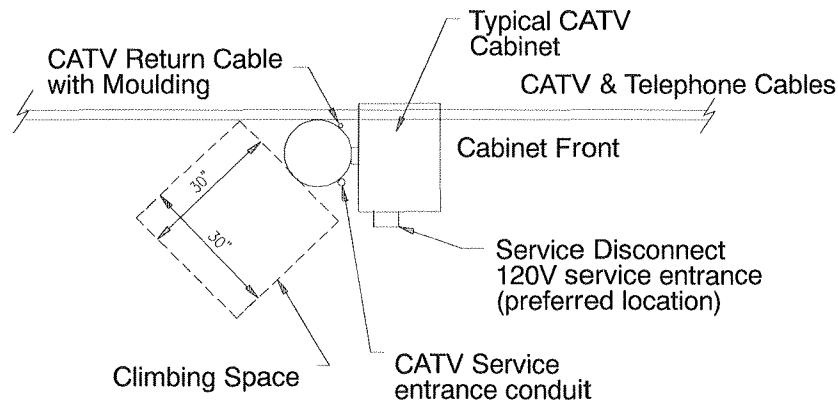
**Figure 1—Maximum Height of Directly-Mounted Equipment Cabinet**



**Figure 2—Equipment Cabinet with Mounting Brackets**

5. The auxiliary cabinet and associated service equipment shall be installed in an orientation on the pole that allows a 30"-square minimum climbing space as shown in Figure 3. This climbing space shall extend vertically 48" above the uppermost portion and below the lowest portion of any installed auxiliary equipment.

6. If the climbing space is rotated around the pole for continued climbing, the climbing spaces in different quadrants of the pole must overlap. The lowest point of any cabinet, conduit, or cable shall be 12' above the ground. If any part of an enclosure overhangs a roadway shoulder, the minimum distance to the lowest portion shall be 15'. Enclosures overhanging roadways shall have at least a 16' clearance.
7. All work that is done above the joint use communications space shall be performed only by workers who are trained and qualified to work in the electric utility space, and have company authorization to perform the specific work. The electric service riser shall be provided and installed at the cost of the licensee. The riser, as shown in Figure 4, shall be run in PVC Schedule 40, electrical grade conduit, attached to the pole at no greater than 30" intervals. A PVC service entrance fitting shall also be used. The return supply line from the cabinet to the main CATV cable position shall be covered with plastic or wooden molding, as appropriate, where the supply line is in contact with the pole (see Figure 3).



**Figure 3—Climbing Space**

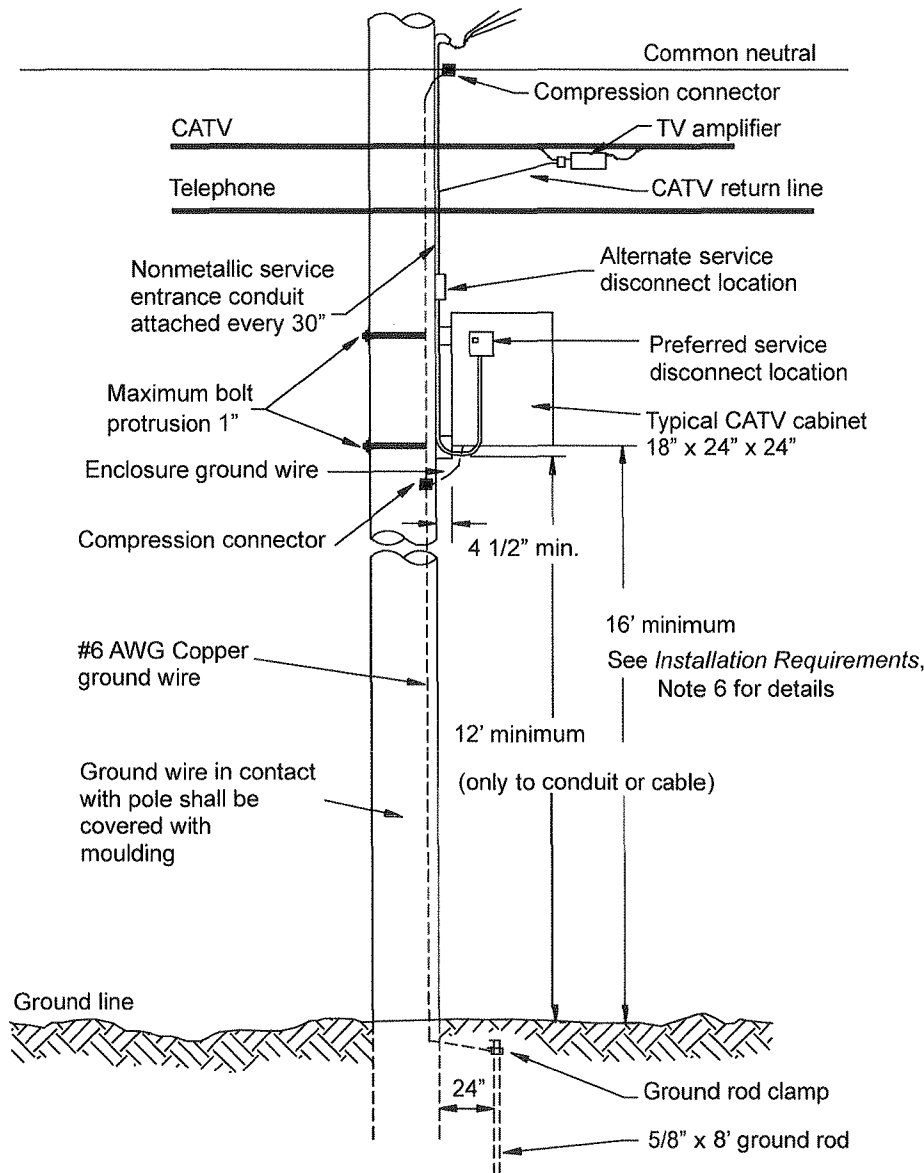
8. All metallic enclosures shall be effectively grounded. The minimum grounding conductor size shall be #6 AWG soft drawn copper. The enclosure grounding conductor shall be attached to the power system grounding conductor, if available, by means of a compression connector or other approved fitting. This connection shall be in the communications space only. If the pole ground is not available, the communication utility shall request the installation of a pole ground by the company.

The licensee shall provide and install any or all of the above grounding material if it is not already existing at the pole (see Figure 4).

9. The communication utility shall not attach their guy wires to the company's anchors unless explicit written permission is given for each specific location. Anchor rod auxiliary eyes are not permitted on company anchors. Additionally, all guy wires installed on company anchors to support the communication utility's equipment or cable shall be insulated as defined by Rule 279A2a of the NESC, and in accordance with company standard practice. In addition to meeting code, this practice prevents galvanic corrosion of anchors. The insulator shall meet NESC flashover and strength requirements. If, by written permission, the company allows the guy wire to be bonded at the pole, an insulator is still required that meets NESC strength requirements as stated in NESC Rules 279A1c and 279B3.
10. Slack span installations and unguyed deadend pole installations by communications licensee companies are not allowed on company-owned poles unless:

- a. The communications company provides a complete engineering design and review, signed and stamped by a licensed professional engineer.
- b. The engineering review shall be included in the application, with all tensions, strengths, angles, and calculations associated with the proposed slack span or unguyed deadend installation
- c. Receipt of the professional engineer's design and review is acknowledged in writing by the company.

All guy wires attached to the communication utility's own anchors shall meet NESC requirements.



**Figure 4—Typical Installation of CATV Auxiliary Equipment with Grounding**

## CERTIFICATE OF SERVICE

I hereby certify that on August 31, 2017, I caused a true and correct copy of the foregoing for **Application for Approval of the Pole Attachment Agreement between Rocky Mountain Power and UBTA-UBET Communications, Inc., Uintah Basin Electronic Telecommunications, L.L.C., d/b/a Strata Networks** be served upon the following by electronic mail to the addresses shown below:

Michele Beck  
Cheryl Murray  
Dan Gimble  
Office of Consumer Services  
160 East 300 South, 2<sup>nd</sup> Floor  
Salt Lake City, UT 84111  
[mbeck@utah.gov](mailto:mbeck@utah.gov)  
[cmurray@utah.gov](mailto:cmurray@utah.gov)  
[dgimble@utah.gov](mailto:dgimble@utah.gov)

Christopher Parker  
William Powell  
Erika Tedder  
Division of Public Utilities  
Heber M. Wells Building  
160 East 300 South, 4<sup>th</sup> Floor  
Salt Lake City, UT 84111  
[chrisparker@utah.gov](mailto:chrisparker@utah.gov)  
[wpowell@utah.gov](mailto:wpowell@utah.gov)  
[etedder@utah.gov](mailto:etedder@utah.gov)

Patricia Schmid  
Utah Division of Public Utilities  
Heber M. Wells Bldg., Fifth Floor  
160 East 300 South  
Salt Lake City, UT 84111  
[pschmid@agutah.gov](mailto:pschmid@agutah.gov)

  
\_\_\_\_\_  
Jennifer Angell  
Supervisor, Regulatory Operations