



Emily Schuh  
Director, Administrative Services

March 11, 2025

Planning, Community, & Economic Development Department  
City of Anacortes  
904 Sixth Street  
Anacortes, WA 98221

**RE: PLN-2020-0001 Renewal**

Dear Ms. Grage:

ACCESS Anacortes Fiber Internet, operating as a subunit of the City of Anacortes, is pleased to submit a renewal application for our Master Permit for Telecommunications Use of Right of Way.

ACCESS Anacortes Fiber Internet is deploying a fiber optic network passing nearly every business and residence within Anacortes. The backbone cables in our network are a combination of aerial and underground. Our network is deploying pad-mounted cabinets (roughly 24"d x, 36"w x 36"h) either in the public right of way (outside of the lane of travel) or on private property (under appropriate easements). Public safety is a primary criteria for cabinet site selection.

**Exhibit A** provides a map depicting the backbone infrastructure (aerial and underground)

**Exhibit B** provides a copy of our pole attachment agreement with Puget Sound Energy.

**Exhibit C** provides an Evidence of Insurance from the Washington Cities Insurance Authority.

**Exhibit D** provides a screenshot from the State of Washington Utilities and Transportation Commission website indicating that a city-owned network (such as ACCESS Anacortes Fiber Internet) that provides telecommunications is not required to register with the Commission.

I understand that Section 5.38.040 of the City's municipal code requires that we obtain a construction permit prior to deploying any portion of our network. Our division has consistently submitted for and obtained construction permits for each construction phase.

Feel free to reach out with any questions about our permit renewal.

Sincerely,

Emily C. Schuh  
Director, Administrative Services

enclosures (4)



**PLANNING, COMMUNITY, & ECONOMIC DEVELOPMENT DEPARTMENT**

*Mailing Address: P.O. Box 547, Anacortes, WA 98221*

*Office Location: 904 6<sup>th</sup> Street, Anacortes WA 98821*

*Phone: (360) 293-1901*

# Master Permit for Telecommunications Use of Right of Way Submittal Packet

A master permit must be obtained from the Anacortes City Council prior to construction, placement, maintenance, or operation of any pipes, ducts, utility tunnels, vaults, maintenance holes, poles, fixtures, wires, utility facilities, wireless facilities, or any appurtenances necessary for the purpose of providing wireless service, or to conduct any public utility business, on, over, or under the public right-of-way.

[\(AMC 5.38.040\)](#)

## MASTER PERMIT APPLICATION FOR TELECOMMUNICATIONS USE OF RIGHT OF WAY

### 1. TYPE OF APPLICATION

☐ NEW

☒ RENEWAL (Existing Agreement #: [PLN-2020-0001](#))

### 2. APPLICANT INFORMATION

Name of Applicant:

[City of Anacortes](#)

[Access Anacortes Fiber Internet](#)

Phone:

[360-588-8361](#)

Address (Street, City, State, Zip):

[PO Box 547](#)

[Anacortes, WA 98221](#)

Email Address:

[broadband@anacorteswa.gov](mailto:broadband@anacorteswa.gov)

Name of Person Filing This Application:

[Emily Schuh](#)

Title:

[Administrative Services Director](#)

Address (Street, City, State, Zip):

[904 6<sup>th</sup> St](#)

[Anacortes, WA 98221](#)

Company:

[City of Anacortes](#)

Email Address:

[emilys@anacorteswa.gov](mailto:emilys@anacorteswa.gov)

Phone

[\(360\)299-1941](#)

### 3. AFFILIATES INFORMATION

List all affiliates of the applicant who will be authorized to work in the right-of-way under the agreement:

[None](#)



## PLANNING, COMMUNITY, & ECONOMIC DEVELOPMENT DEPARTMENT

Mailing Address: P.O. Box 547, Anacortes, WA 98221

Office Location: 904 6<sup>th</sup> Street, Anacortes WA 98821

Phone: (360) 293-1901

### 4. DESCRIPTION OF SERVICES

- a. Brief description of nonconfidential, nonproprietary utility or wireless telecommunications services that are or will be offered or provided by the applicant over its facilities:
1. Residential Internet service
  2. Business-class Internet service
  3. Dark fiber
  4. Point-to-point Ethernet service
  5. Dedicated Internet Access service
- b. Brief description of nonconfidential, nonproprietary transmission medium that will be used to offer or provide such services:
- Optical fiber
- c. The area or areas of the city the applicant desires to serve and a schedule for building out (offering service to) the entire area encompassed by the master permit:
- We intend to offer service to the majority of residences and businesses within the city limits of the City of Anacortes. We anticipate completing customer installations by Q4 2027.

### 5. SIGNATURE

I declare under penalty of perjury under the laws of the State of Washington that all of the statements and answers contained herein, and the information submitted with this application form is in all respects, true, correct, and complete to the best of knowledge and belief.

Signature

March 11, 2025

Date

Emily C. Schuh

Printed Name



**PLANNING, COMMUNITY, & ECONOMIC DEVELOPMENT DEPARTMENT**

Mailing Address: P.O. Box 547, Anacortes, WA 98221

Office Location: 904 6<sup>th</sup> Street, Anacortes WA 98821

Phone: (360) 293-1901

## SUBMITTAL CHECKLIST

| Applicant Checklist | <b>Submittal Requirement Checklist</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                   | For office use: |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
|                     | Master Permit Application for Telecommunications Use of Right-of-Way Application Form (attached)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                   |                 |
|                     | Preliminary engineering plans, specifications, and maps, including (but not limited to): <ul style="list-style-type: none"> <li>The location of any existing utilities and/or wireless telecommunications facilities in the city that the applicant intends to use or lease</li> <li>Facilities to be located within the public right-of-way (in sufficient detail to identify the location and route of the proposed facilities within the public right-of-way)</li> <li>The location of the applicant's existing facilities within the right-of-way, if any</li> <li>Specific trees, structures, facilities, and /or obstructions, if any, that the applicant <del>proposes to temporarily or permanently remove or relocate</del></li> </ul> |                                                                                                                                                   |                 |
|                     | Will the applicant be constructing wireless facilities on another service provider's facilities?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>If yes, provide a notarized statement that the applicant has permission to use such                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                   |                 |
|                     | Does the application involve a small wireless facility?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>If yes, provide preliminary engineering plans showing all dimensions of the wireless                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                   |                 |
|                     | Is installation of overhead facilities proposed?<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO<br>If yes, provide evidence that surplus space is available for locating the facilities on existing utility poles along the proposed route.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                   |                 |
|                     | Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities, and to offer or provide the services, including, but not limited to, evidence that the applicant has registered with the Washington Utilities and Transportation Commission.                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                   |                 |
|                     | Proof of compliance with other the provisions of AMC Ch. 5.38, including but not limited to the indemnity, insurance, and bond requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                   |                 |
|                     | <b>Submit Application</b><br>Please send applications in PDF format to <a href="mailto:pced@cityofanacortes.org">pced@cityofanacortes.org</a> .<br>An email with a link to a file share site is also acceptable.<br>Paper copies may be requested after initial review.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Application Fee</b><br><a href="#">See the Land Use Permit Fee Schedule</a><br>Fees will be invoiced to you after receipt of your application. |                 |

**EXHIBIT A**  
**ACCESS Anacortes Fiber Internet Backbone Map**



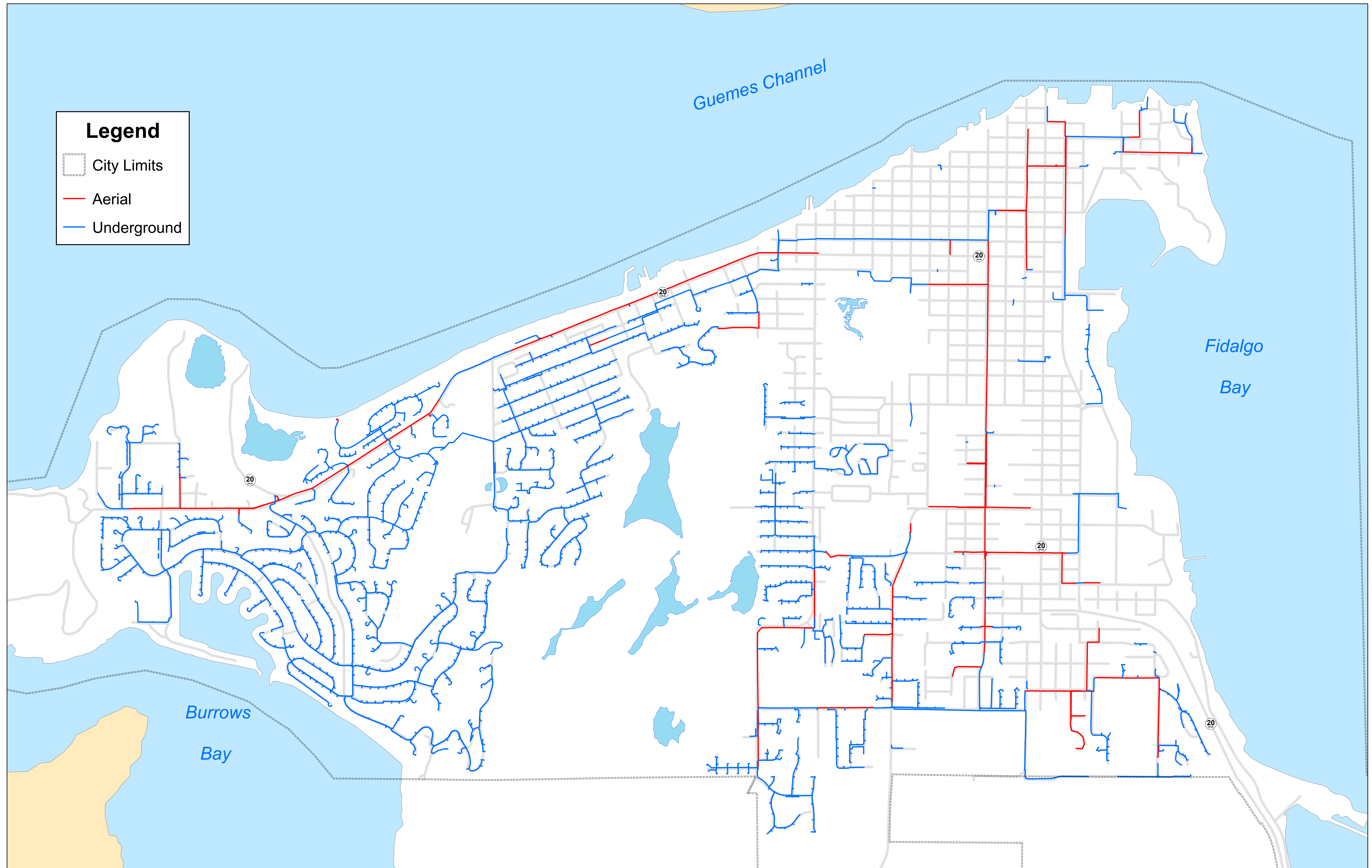


# Anacortes Fiber Optics



## Legend

-  City Limits
-  Aerial
-  Underground



**EXHIBIT B**  
**Pole Attachment Agreement**  
**With**  
**Puget Sound Energy**



**POLE ATTACHMENT AGREEMENT**

**BETWEEN**

**PUGET SOUND ENERGY, INC.**

**AND**

**CITY OF ANACORTES**

Date: 10/16/2019



## TABLE OF CONTENTS

|                                                                                |        |
|--------------------------------------------------------------------------------|--------|
| SECTION 1. SCOPE AND DEFINITIONS.....                                          | 3      |
| SECTION 2. ATTACHMENT.....                                                     | 5      |
| SECTION 3. MAINTENANCE .....                                                   | 8      |
| SECTION 4. EMERGENCIES .....                                                   | 8      |
| SECTION 5. RELOCATION, REPLACEMENT, AND REMOVAL OF POLES.....                  | 9      |
| SECTION 6. FEES .....                                                          | 10     |
| SECTION 7. DEFAULT AND REMEDIES .....                                          | 12     |
| SECTION 8. PERFORMANCE OF WORK .....                                           | 13     |
| SECTION 9. PROTECTION OF PROPERTY AND PERSONS .....                            | 14     |
| SECTION 10. COOPERATION AND COORDINATION.....                                  | 14     |
| SECTION 11. LIENS.....                                                         | 15     |
| SECTION 12. COMPLIANCE WITH LAWS.....                                          | 15     |
| SECTION 13. TAXES .....                                                        | 15     |
| SECTION 14. PERMITS AND PROTECTION OF EXISTING RIGHTS.....                     | 16     |
| SECTION 15. EXAMINATION OF RECORDS .....                                       | 16     |
| SECTION 16. STATUS OF CITY.....                                                | 16     |
| SECTION 17. RELEASE, INDEMNITY, HOLD HARMLESS AND LIMITATION OF LIABILITY..... | 16     |
| SECTION 18. WORKER'S COMPENSATION, INSURANCE AND BONDS.....                    | 17     |
| SECTION 19. RISK OF LOSS .....                                                 | 18     |
| SECTION 20. REIMBURSEMENT AND PAYMENT.....                                     | 18     |
| SECTION 21. ATTORNEY'S FEES.....                                               | 19     |
| SECTION 22. LATE CHARGES AND INTEREST .....                                    | 19     |
| SECTION 23. NONWAIVER .....                                                    | 19     |
| SECTION 24. ASSIGNMENT; SUCCESSORS AND ASSIGNS.....                            | 19     |
| SECTION 25. NOTICES AND OTHER COMMUNICATIONS.....                              | 20     |
| SECTION 26. VOLUNTARY EARLY TERMINATION .....                                  | 21     |
| SECTION 27. SURVIVAL.....                                                      | 21     |
| SECTION 28. REGULATORY APPROVALS.....                                          | 21     |
| SECTION 29. MISCELLANEOUS .....                                                | 21     |
| SECTION 30. APPLICABLE LAW .....                                               | 22     |
| <br>SIGNATURES .....                                                           | <br>22 |
| APPENDICES.....                                                                | A      |

## POLE ATTACHMENT AGREEMENT FOR CITY OF ANACORTES

This Agreement, dated as of 10/16/2019, is made by and between **Puget Sound Energy, Inc.**, a Washington corporation ("PSE"), and **City of Anacortes**, a Washington municipal corporation ("City"). In this Agreement PSE and City are sometimes referred to individually as a "Party" and collectively as the "Parties."

PSE and City agree as follows:

### **SECTION 1. SCOPE AND DEFINITIONS**

1.1 This Agreement governs all attachments of City's fiber optic communications system (the "System") and related Equipment now or hereafter made in relation to any utility poles owned in whole by PSE (individually a "Pole", collectively the "Poles"), with or without PSE's consent.

1.2 The Parties hereby acknowledge a Pole Attachment Agreement dated 12/21/2016 between Puget and the City, providing for the attachment of City communication cable to approximately 265 PSE Poles. Said Pole Attachment Agreement is hereby incorporated by reference and any conflicts between this Agreement and the 2016 Agreement shall be controlled by this Agreement. The Parties also acknowledge existing Attachments in the City Central Business District. It is the Parties' intention that any existing Attachments that predate execution of this Agreement be governed by this Agreement.

1.3 When used in this Agreement with the initial letter capitalized, the following terms shall have the following specified meanings:

**"Agreement"** means this Pole Attachment Agreement between PSE and City together with all exhibits attached hereto.

**"Annual Rental Fee"** means the fees described in the attached Appendix III.

**"Arm"** means any wood, fiberglass or steel extension from a Pole used to support Equipment.

**"Assignment"** as described in Section 24 of this Agreement.

**"Attach"** (or any conjugation thereof) means to affix, fasten or otherwise attach Equipment to a Pole, either directly or indirectly, including, without limitation, by overlashing or attaching any Equipment to other equipment, cables, attachments or devices affixed, fastened or otherwise attached to a Pole.

**"Attachment"** will have the meaning given to it on Section 2.1 of the Agreement.

**"Attachment Application"** a written or electronic application form(s) requesting permission to attach any Equipment to any Pole.

**"Attachment Permit" or "Permitted Attachment"** will mean a completed permit in the form of Appendix II attached hereto that has been duly and properly executed by PSE or an Attachment authorized in such permit.

**"Calendar Year"** means any period from January 1 through December 31 of any given year.

**"Certificate of Insurance"** means a standard ACORD certificate or documentation from an agent authorized by the insurer(s) demonstrating insurance carriers, policy numbers, effective dates, limits of liability and deductible amounts.

**"Electronic Notice"** will have the meaning given to it in Section 25.2 of the Agreement.

**"Equipment"** means any coaxial and fiber optic cables, messenger strand, conduit or risers, span guys, down guys, anchors, service drops, mainline, overlash (i.e., any conductor that is overlash on an existing conductor after the initial permit), a configuration of equipment attached to the Pole that includes one or more of the following: power supplies, equipment enclosures, amplifiers and terminal boxes or other similar equipment, other attachments and related equipment made in relation to a utility pole.

**"Event of Default"** will have the meaning given to it in Section 7.1 of the Agreement.

**"Facilities"** means any poles, towers, arms, transformers, down guys and anchors, vaults, conduits, handholds, and/or electric system appendices.

**"First Trip Costs"** means any expenses and costs incurred by PSE for transfer of City's Attachment(s) to a replacement Pole (at the same time PSE is transferring its own facilities to the replacement Pole).

**"Indemnitees"** means PSE, its successors and assigns, and the respective directors, officers, employees, and agents of PSE and its lawful successors and assigns.

**"Make-ready"** means any and all work relating to the installation of additional Poles, Poles of greater height or strength, additional guying, or re-arrangements of PSE's Equipment or the Equipment of any other party licensed by PSE to use the Poles as required in order for PSE to provide City with access to the Poles.

**"NESC"** means, at any given point in time, the then-current version of the National Electric Safety Code.

**"NJUNS"** means the National Joint Utility Notification System or a substantially comparable electronic communication system agreed upon in writing by the Parties.

**"Notice of Termination"** means any one hundred-eighty (180) calendar day Written Notice by Party requesting Termination of the Agreement to non-terminating Party.

**"Plan of Correction"** means a mutually agreeable plan to correct any Unauthorized Attachment.

**"Pole"** will have the meaning given to it in Section 1.1 of the Agreement.

**"PSE Pole Attachment Specifications"** means, at any given point in time, the then current version of the specifications set forth in the attached Appendix V.

**"Return Trip Costs"** means any fee assessed by PSE to City when PSE must return to job site to perform transfer work.

**"System"** will have the meaning given to it in Section 1.1 of the Agreement.

**"Termination"** cancellation and/or voidance of this Agreement or any Attachments made pursuant thereto.

**"Termination of Attachment Notice"** means any Written Notice by Party requesting Termination of the Attachment to non-terminating Party.

**"Topping Fee"** means any fee assessed by PSE to City for removal of the upper portion of any replaced Pole in the event PSE does not transfer City's Attachment(s) to the replacement Pole.

**"Unauthorized Attachment"** means any Attachment(s) to any Pole(s) by City in violation of the terms and conditions of this Pole Attachment Agreement.

**"Work"** means any work relating to the attachment, maintenance, repair, relocation, replacement or removal of Equipment and other work performed by City in connection with this Agreement, or the attachment of Equipment to Poles performed by City in connection with this Agreement.

**"Written Notice"** will have the meaning given to it in Section 25.1 of the Agreement.

## **SECTION 2. ATTACHMENT**

**2.1** Any piece of Equipment that occupies space on a Pole will be considered an "Attachment." Any and all City Attachments are subject to this Agreement. Attachments are limited to:

- coaxial and fiber optic cables
- messenger strand
- conduit or risers
- span guys
- down guys
- anchors
- service drops
- mainline
- a configuration of equipment attached to the Pole that includes one or more of the following: power supplies, equipment enclosures, amplifiers and terminal boxes or other similar equipment

**2.2** City shall not attach any Equipment to any Pole without PSE's prior written consent in accordance with paragraph 2.3 below, regardless of whether or not City has a valid permit

for Attachments previously attached on such Pole. This Agreement shall not in itself constitute any such consent. Should City fail to obtain a valid permit prior to attaching Equipment to any Pole, in accordance with Section 2.3, City shall be liable for an Unauthorized Attachment in accordance with Section 6.

- 2.3** If City desires to attach any Equipment to any Pole, City shall submit to PSE an "Attachment Application", via the written application form in Appendix II or an "Electronic Notification" as outlined in paragraph 25.2. At a minimum, the pole Attachment Application shall include the information specified in Appendix II, which is attached and incorporated by reference. PSE retains sole discretion to modify the information required in the Attachment Application, upon thirty (30) days Written Notice to City, and such modification shall be effective on the date referenced in the notification.

The Attachment shall be deemed installed on the date the Attachment Permit is approved. However, should City fail to install an Attachment on a Pole for which an Attachment Permit has been granted within six (6) months from the approval date of the Attachment Permit, that Permit shall expire and no Attachment shall be made on that Pole by City until a new Attachment Permit is granted.

If City wishes to remove an Attachment, it must submit a "Termination of Attachment Notice" to PSE via "Electronic Notification" as outlined in paragraph 25.2. If City wished to assign an Attachment to a third party, City must comply with the requirement of Section 24 (Assignment). If City does not submit a Termination of Attachment Notice (and thereafter timely remove the affected Attachment) or an assignment is not made in accordance with Section 24 (Assignment), prior to the beginning of a Calendar Year, the applicable Attachment Permit shall be considered active and City shall be assessed the appropriate Annual Rental Fee.

An Attachment Permit does not relieve City of obligations or liabilities due under this Agreement. Any Attachment made without an Attachment Permit or not in accordance with the specifications listed in the Attachment Permit shall be considered an Unauthorized Attachment.

- 2.4** Unless otherwise directed by PSE, City shall submit each Attachment Application to:

Puget Sound Energy, Inc. | 3380 146<sup>th</sup> PL SE #310 | Bellevue | WA | 98007 | Pole Services

- 2.5** PSE may deny any Attachment Application for the following reasons:

- (a) insufficient capacity (when all potential accommodations have been reviewed by PSE and communicated to City);
- (b) Facilities are necessary for PSE's sole utility business use;
- (c) City's proposed Attachment violates the National Electrical Safety Code (NESC) or any other applicable code, law, rule or regulation, or unduly compromises safety;
- (d) City's proposed Attachment threatens the reliability of PSE's system;
- (e) City's proposed Attachment does not comply with general applicable engineering standards; or
- (f) City's account is not in good standing.

In the event that PSE gives its written or electronic consent for any Equipment to be Attached to a Pole, City shall Attach such Equipment only in strict accordance with:

- a) such Application;
- b) any conditions or qualifications set forth in PSE's consent; and
- c) the provisions of this Agreement.

City shall have the right to make Attachments to PSE Facilities in accordance with the terms of the Attachment Permit and this Agreement. No application shall be deemed approved without Written Notice or Electronic Notice indicating approval from PSE.

**2.6** City shall reimburse PSE for any and all costs and expenses incurred by PSE in connection with the processing and review of each Application (including but not limited to the cost of identifying and estimating the cost of required changes under paragraph 2.7) and in connection with services performed by PSE at the request of City (whether prior to or after the submittal of an Application), including, without limitation, any of the following:

- a) Field engineering review of proposed routes to identify potential problems with the proposed Attachment;
- b) Preparation and provision of drawings or other documents relating to the Poles or any facilities on the Poles;
- c) Engineering review of proposed Attachments to determine the consequences of additional strain on the Poles;
- d) Review of proposed routes to identify easement problems that may limit or preclude the proposed Attachment;
- e) Rights-of-Way services to obtain easements or other rights from private land owners to enable Equipment to be Attached to the Pole;
- f) Transmission poles with no communication attachment or distribution underbuild are not available to attach to;
- g) Transmission pole requests must have a structural pole analysis completed prior to review of approval of attachment at the cost of the applicant; and
- h) PSE may require distribution pole attachment requests have a structural analysis completed prior to review of approval of attachment at the cost of the applicant.

Amounts recoverable by PSE hereunder shall consist of fully allocated costs for labor (including but not limited to all payroll costs and overhead and all applicable engineering, supervision, and administrative overheads), transportation, employee expenses, attorney's fees, reprographic services, supplies, telephone service and other expenses. This paragraph 2.6 shall not obligate or be construed to obligate PSE to perform any service or to take any action whatsoever with respect to an Attachment, an Attachment Application, or any request made by City.

**2.7** City understands and acknowledges that nothing in this Agreement grants or purports to grant to City any right or interest of any kind in or to the real property on which any Pole is located and, subject to applicable law, City is solely responsible for seeking and

obtaining all permits, licenses, easements, franchise rights and other rights required from the owner of the underlying property (including, without limitation, PSE) for City to Attach, maintain, repair, relocate or remove any Equipment in relation to any Pole. In no event, however, shall such actions in any way limit or relieve City of its obligations under Section 14 or any other provision of this Agreement.

- 2.8** If, in the judgment of PSE, the accommodation of any proposed Attachment requires the replacement of an existing Pole to provide adequate Pole facilities, PSE will inform City of the required changes and the estimated cost of such changes based on PSE's engineering work standards. If City desires to Attach such Equipment and so notifies PSE within thirty (30) days after PSE informs City of the required changes and estimated cost, PSE shall perform such work and City shall reimburse PSE for the entire expense thereby incurred. If City decides that it does not wish to Attach such Equipment after receiving notification of the required change(s) and estimated cost(s) of such changes, City may decline to do so; provided, however, that City shall still be required to pay the reasonable cost(s) incurred by PSE with respect to providing the change information and estimated cost(s) for the proposed Attachment(s).
- 2.9** Unless otherwise directed by PSE, City shall install guys and anchors necessary to support the additional strain imposed on any Pole by any Attachment in a manner satisfactory to PSE. If PSE installs or replaces guys or anchors to support the strain imposed by such Attachment, City shall reimburse PSE for the entire cost and expense of such installation or replacement (including, but not limited to, the cost of installing or transferring guys to such anchors).
- 2.10** City shall clearly identify all new Attachments at each Pole in distinctive color marking or number marking and as otherwise agreed to by the Parties. In the event that City performs general maintenance to existing Attachments, or takes such other action affecting such existing Attachments, City shall clearly identify such existing Attachments in distinctive color marking or number marking and as otherwise agreed to by the Parties.

In the event City acquires another entity's Equipment, or enters this Agreement with existing Equipment on PSE Facilities, City shall properly identify the newly acquired Equipment in distinctive orange marking and as otherwise agreed to by the Parties within twelve (12) months or within a mutually agreeable earlier timeframe.

If City removes some or all of its Equipment from a Pole, City shall remove all corresponding identification tags, pole tags, and any other method of identification from the Pole.

### **SECTION 3. MAINTENANCE**

City shall maintain all Equipment Attached to any Pole in good and safe condition. City shall maintain current and accurate location maps and records of all such Attachments.

### **SECTION 4. EMERGENCIES**

In the event of an emergency, PSE may relocate any Attachments and take such other action affecting such Attachments, as PSE deems appropriate in the circumstances. The



Parties' respective emergency phone numbers are as follows:

**Puget Sound Energy, Inc.** | 1-888-225-5773

**City of Anacortes** | 1-360-428-1598

Each Party shall promptly notify the other of any change in such Party's emergency phone number.

## **SECTION 5. RELOCATION, REPLACEMENT, AND REMOVAL OF POLES**

- 5.1** City understands and agrees that PSE Facilities are essentially for PSE's exclusive use. PSE reserves the right at any time, without City's knowledge or consent, to add to its Facilities, raise the voltage on its circuits or change their character or to remove, replace, or relocate the Facilities. In the event PSE modifies, removes, replaces or relocates its Facilities and such change requires City to remove or relocate City's Equipment, PSE shall provide City with either Written Notice or Electronic Notice. City shall relocate or remove its Equipment, at City's sole expense, within thirty (30) days from the date of PSE's Written Notice or Electronic Notice requesting the relocation or removal of City's Equipment. Following the thirty (30) days, at PSE's discretion, PSE may remove or relocate the Equipment and bill City for the cost of such removal or relocation. If City performs the removal or relocation work, City shall be responsible for any liability or additional costs associated with removing the old Facilities and relocating them.
- 5.2** PSE may in an emergency, relocate, replace, or remove such Attachment and perform any other work in connection with such Attachment that may be required for the maintenance, relocation, replacement, or removal of said Poles, or the facilities thereon or which may be placed thereon, or for the service needs of PSE. All such work shall be performed at City's sole risk and expense and City shall reimburse PSE for the entire expense thereby incurred.
- 5.3** If, in the judgment of PSE, an existing Attachment on any Pole interferes with or prevents the attachment of any additional facilities of PSE or any other person or entity having a joint ownership interest with PSE in such Pole, and if such additional facilities could be attached to such Pole by removing the Attachment or by rearranging existing facilities thereon, PSE will so notify City. Such notice shall state what rearrangement of facilities or Pole replacement and transfer of facilities is required to continue the accommodation of the Attachment. If City desires to continue to maintain the Attachment on such Pole and so notifies PSE within thirty (30) days after PSE gives notice to City, City shall make such rearrangement at the sole risk and expense of City. If City does not so notify PSE prior to the end of such thirty (30) day period, PSE shall make such rearrangement at the sole risk and expense of City, and City shall reimburse PSE for the entire expense thereby incurred. If City does not desire to continue to maintain the Attachment on such Pole, City shall remove the Attachment from such Pole within thirty (30) days from the date of PSE's original notice to City. If the Attachment is not removed from the Pole at the end of the thirty (30) day period, PSE may remove the Attachment at City's sole risk and expense and City shall reimburse PSE for the entire expense thereby incurred.
- 5.4** If PSE replaces or relocates an existing Pole, PSE will be responsible for transferring its Facilities to the replacement Pole. PSE may, in its discretion, also transfer City's Attachment(s) to the replacement Pole, provided that City has given its prior approval. The

physical transfer will be made at the sole risk and expense of City. If PSE transfers City's Attachment(s) to the replacement Pole at the same time PSE is transferring its own facilities to the replacement Pole, City shall reimburse PSE for any and all costs and expense thereby incurred in connection with such transfer in accordance with Appendix IV, "First Trip Costs" which may be amended from time to time upon written notice to City from PSE.

If PSE replaces or relocates an existing Pole on which there is an Attachment, and PSE does not have City's approval or for any other reason does not transfer City's Attachment(s) to the replacement Pole, then PSE may remove the upper portion of the replaced Pole approximately one (1) foot above the highest communication attachment and City shall transfer its Attachment(s) to the replacement Pole within thirty (30) days and reimburse PSE the "Topping Fee" in accordance with Appendix IV, which may be amended from time to time. If City fails after thirty (30) days' notice to transfer its Attachment(s) from the replaced Pole to the replacement Pole, PSE may have such work performed by a licensed contractor competent to perform such work, and PSE will charge City for such work in accordance with Appendix IV, "Return Trip Costs".

- 5.5 PSE may, in its sole discretion, choose to install an Arm to support facilities on a Pole, whether such Pole is solely owned by PSE or is jointly owned by PSE and another owner. In such case, PSE may require City to relocate any of its Attachments to the Arm in accordance with paragraph 5.2 above.
- 5.6 If at any time PSE determines, in its reasonable judgment, that a Pole is required for the sole use of PSE or is no longer suitable for attachment of City's Equipment because of safety or the other factors set forth in Section 2.5, PSE may require City to remove its Attachments from such Pole upon sixty (60) days' advance notice. In the event City fails to remove its Attachments from the Pole within such sixty (60) day period, PSE may remove such Attachments at City's sole risk and expense and City shall reimburse PSE for the entire expense thereby incurred.

## **SECTION 6. FEES**

- 6.1 City shall pay PSE "Annual Rental Fees" when due, in accordance with and incorporated by reference as Appendix III. PSE may adjust the Annual Rental Fee payable by City under this Agreement at any time and from time to time by notice submitted in accordance with Section 25.1
- 6.2 Payment from City for Annual Rental Fees for each Calendar Year and all other PSE invoices are due within thirty (30) days of receipt of the invoice from PSE.
- 6.3 Annual Rental Fees for Attachments permitted on or after the beginning of the current Calendar Year shall be billed after the Attachment Permits for those attachments are approved by PSE; provided, however, that the foregoing will not relieve City from any liability for Attachments made without PSE approval, including, without limitation, payment of any and all Annual Rental Fees with respect thereto. There shall be no abatement or reduction in such fees for Attachments in place for less than the full Calendar Year, for Attachments permitted but not yet actually made or Attachments that are acquired, assigned, or purchased by City during the Calendar Year from another entity.

**6.4** Fees for Transferring Communication Equipment (Appendix IV) may be adjusted by PSE from time to time. PSE shall provide to City at least sixty 60 days prior Written Notice before the effective date of the new fees.

**6.5** City may overlash its Equipment onto existing Equipment owned by it and such overlash shall not be considered a separate Attachment for purposes of assessing the PSE Annual Rental Fee. City must submit a new Attachment Application prior to overlashing. Such overlash cable shall be subject to all other terms and conditions of the Pole Attachment Agreement including inspection by PSE prior to City overlashing.

In the event of an emergency or for general maintenance purposes, City may overlash its Equipment without submitting a new Attachment Application prior to overlashing. City must promptly notify PSE pursuant to City overlashing. Such overlash cable shall not exceed four (4) Pole span lengths and shall be subject to all other terms and conditions of the Pole Attachment Agreement including inspection by PSE pursuant to City overlashing.

In addition, PSE may recover its administrative, engineering and inspection costs associated with approving City's overlashing. Under no circumstances shall City overlash its Equipment onto existing Equipment that is not owned by City, nor shall City allow third parties to overlash its existing Equipment. PSE shall assume that the strand owner also owns the overlash cable, unless otherwise notified by City or a third party. Any overlash that does not comply with this Section shall be considered an Unauthorized Attachment.

**6.6** City may attach guy wires to PSE anchors with PSE's prior approval according to paragraph 2.9 above using the method described in the PSE Attachment Specifications.

**6.7** Unauthorized Attachments shall be addressed as follows:

- a) within sixty (60) days of receipt of notice specifying the Unauthorized Attachment, City shall correct the Unauthorized Attachment in accordance with this Agreement and send Written Notice to PSE of its compliance; or
- b) within thirty (30) days of receipt of notice specifying the Unauthorized Attachment, City shall submit to PSE a mutually agreeable plan to correct the Unauthorized Attachment ("Plan of Correction") and thereafter City complies with the plan, if accepted by PSE or with another plan approved by PSE. City's Plan of Correction shall, at a minimum, set out the completion date, as well as reasons to support that date.
- c) Notwithstanding Section 6.7 (a & b) above, should PSE determine that the Unauthorized Attachment poses an immediate hazard, PSE may require a shorter period of time to correct the Unauthorized Attachment.
- d) If City has failed to meet the timeline specified in Section 6.7 (a or b) by sixty (60) days or more, PSE may
  - (i) Correct the Unauthorized Attachment and City shall be liable for all costs associated with this correction, or
  - (ii) remove City's Attachments and City shall be liable for all costs associated with this removal.

- 6.8** If the rearrangement of PSE's Facilities or the Equipment of any other party licensed by PSE to use the Facilities are required in order for PSE to provide City with access to the Facilities ("Make-ready"), the costs for such additional Facilities and Make-ready, including, but not limited to, special inspections, pre-construction, engineering, make ready, change out, rearrangement work, shall be at the sole expense of the City, and City agrees to pay all invoices when due.
- 6.9** For the purposes of this Agreement, an account is in good standing if all invoices are paid in accordance with Article 6 (Fees).

## **SECTION 7. DEFAULT AND REMEDIES**

- 7.1** PSE expects City to respond to PSE notices, including timely payment of invoices, and to remove abandoned Equipment, identify Equipment, and provide prior Written Notice of any proposed assignment of Equipment or entity. The occurrence of any one or more of the following events constitutes an "Event of Default" by City:
- a)** City fails to pay any amount due under this Agreement within ten (10) days after receipt of Written Notice of such failure from PSE.
  - b)** City fails to provide prior Written Notice to PSE of intent to assign this Agreement or the Equipment attached to PSE Facilities.
  - c)** City assigns this Agreement, in violation of the terms and conditions of this Agreement, without prior written consent from PSE.
  - d)** A petition is filed by or against City under the Federal Bankruptcy Code or any similar law or statute of the United States or any state (and with respect to any petition filed against City, such petition is not dismissed within sixty (60) days after the filing thereof) or City is adjudged a bankrupt or insolvent, or receiver, custodian or trustee is appointed for City or for any of the assets of City which appointment is not vacated within thirty (30) days of the date of appointment, or City becomes insolvent, is unable to pay its debts and they become due, or makes a transfer in fraud of creditors.
  - e)** City fails to perform or observe any other term or condition of this Agreement and such failure continues for thirty (30) days after Written Notice from PSE; provided, however that if such failure is capable of being cured, but not within such 30-day period, PSE may extend such period as approved in writing by PSE, so long as City commences appropriate curative action and diligently prosecutes such cure to completion.
- 7.2** So long as an Event of Default applicable to this Agreement continues beyond the specified period or, if no period is specified, beyond thirty (30) days, PSE may terminate this Agreement without notice or demand except as expressly required above, revoke all PSE Attachment Permits issued to City, and pursue any other remedy it may have under applicable law. In the event PSE terminates this Agreement pursuant to this Article, City shall disconnect City's Equipment from PSE Facilities within nine (9) months. Should City fail to remove its Equipment within the nine (9) month period, or should City fail to begin such removal promptly after termination and thereafter work diligently and continuously to effect such removal, PSE may remove City's Equipment at City's expense.

## **SECTION 8. PERFORMANCE OF WORK**

- 8.1** The Attachment, maintenance, repair, relocation, replacement, and removal of Equipment and other work performed by City in connection with this Agreement or the Attachment of Equipment to Poles is sometimes collectively referred to herein as the "Work."
- 8.2** City shall furnish all personnel, supervision, labor, transportation, tools, equipment and materials for performance of the Work. City shall expeditiously and efficiently perform the Work in accordance with the provisions of this Agreement. City shall ensure that all personnel who perform its Work shall be fully experienced and properly qualified to perform the same. City shall not hire any employee of PSE to perform any of the Work.
- 8.3** City shall perform the Work in a workmanlike and skillful manner. City shall ensure that the Work and the Equipment is in all respects (a) safe, (b) of first-class quality, (c) free from all faults and defects in workmanship, material and design, and (d) in conformance with such requirements of the current PSE Pole Attachment Specifications (Appendix V) and all laws and the regulations, orders and decrees of all lawfully constituted bodies and tribunals pertaining to Pole line construction, operation and maintenance, including without limitation, the requirements of the latest edition of the National Electrical Safety Code.
- 8.4** City shall promptly and satisfactorily correct or replace any Work or Equipment found to be defective or not in conformity with the requirements of this Agreement (including, but not limited to, the requirements of paragraph 8.3). If City fails or refuses to perform any Work required by this Agreement or to make any such corrections or replacements, PSE may perform such Work and make such corrections and replacements at City's expense.
- 8.5** City shall ensure that all personnel who perform the Work shall be fully experienced and properly qualified to perform the same. City shall, if so requested by PSE, remove from performance of the Work any personnel whom PSE finds to be incompetent, careless or otherwise objectionable.
- 8.6** Whenever City has knowledge of any actual or potential labor dispute involving its employees which may in any way affect, delay or arise in connection with or as a result of the performance of the Work or this Agreement, City shall immediately notify and submit all relevant information to PSE.
- 8.7** City shall, at all times, keep its work areas cleared of rubbish, refuse and other debris and in a neat, clean and safe condition. Upon completion of any portion of any of the Work, City shall promptly remove all rubbish, refuse and other debris and all of its equipment and surplus materials.
- 8.8** City shall give immediate attention to, and shall use its best efforts to promptly, courteously and equitably respond to, adjust and settle (without obligating PSE in any way), all complaints received by City from third parties arising out of or in connection with performance of the Work. City shall promptly notify PSE of all such complaints and any action taken (or to be taken) in connection therewith. In handling any complaints, City shall use its best efforts to maintain and promote good public relations for PSE.

## **SECTION 9. PROTECTION OF PROPERTY AND PERSONS**

- 9.1 City shall take all precautions necessary to prevent bodily injury (including death) to persons and damage to any property or environment arising in connection with performance of the Work or the operation of the Equipment. Without limiting the generality of the foregoing, City shall erect and maintain such barricades, signs, flags, flashers, and other safeguards as are required from time to time by PSE. City shall inspect all goods, materials, tools, equipment, and other items to discover any conditions which involve a risk of bodily injury (including death) to persons, or a risk of damage to any property or environment, and shall be solely responsible for discovery and correction of, and protection against, all such conditions.
- 9.2 All property damaged, altered or removed in connection with City's performance of the Work or the operation of the Equipment shall be promptly repaired, replaced or otherwise restored by City to at least as good quality and condition as existed prior to such damaging, alteration or removal.
- 9.3 City shall ensure that no utility (including all supply, disposal, distribution and communication systems, and all similar or related facilities, equipment and other property) is damaged, altered, removed or interrupted in connection with the performance of the Work or the operation of the Equipment. If City requires the temporary shutoff of any of PSE's electric circuits or other elements of its or a third party's utility system, City shall request PSE's approval thereof at least forty-eight (48) hours in advance of the time it requires the shutoff. City shall perform the Work requiring the shutoff only after such approval has been obtained and on such days and at such hours as PSE may direct.
- 9.4 Prior to performing any of the Work, City shall obtain from PSE all relevant information as to the nature of the electric circuits attached to the Poles to which such Work relates. City shall ensure that such circuits continue in normal operation at all times during performance of the Work. Without limiting paragraph 9.1, City shall take all precautions which are necessary to prevent bodily injury (including death) and property damage resulting from such circuits in the course of performing the Work.

## **SECTION 10. COOPERATION AND COORDINATION**

- 10.1 City acknowledges and anticipates that the Work may be interfered with and delayed from time to time on account of the concurrent performance of work by PSE or others. City shall fully cooperate with PSE and others and coordinate the Work with such other work so as to minimize any delay or hindrance of any work.
- 10.2 If any part of the Work depends upon the results of other work by PSE or others, City shall, prior to commencing such Work, notify PSE in writing of any actual or apparent deficiencies or defects in such other work that renders it unsuitable for performance of the Work. Failure of City to so notify PSE shall constitute an acceptance by City of such other work as suitable for performance of the Work, except as to latent defects which may subsequently be discovered in such other work.

## **SECTION 11. LIENS**

City shall timely pay all (and shall promptly secure the discharge of any liens asserted by any) persons and entities furnishing labor, equipment, materials or other items in connection with the Work. City shall furnish to PSE such releases of claims and other documents as may be requested by PSE from time to time to evidence such payment (and discharge). If any such persons or entities are not timely paid (or if any of such liens are not promptly discharged), PSE may make such payments (and secure such discharge) at City's expense and City shall reimburse PSE for the entire expense thereby incurred.

## **SECTION 12. COMPLIANCE WITH LAWS**

**12.1** In the performance of the Work and this Agreement, City shall comply and shall ensure that all contractors of any tier comply with all applicable:

- a) Laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority;
- b) Industry standards and codes; and
- c) PSE Pole Attachment Specification, which is attached and incorporated by reference as Appendix V and may be modified by PSE from time to time.

City shall furnish such documents as may be required to effect or evidence compliance. All laws, regulations, and orders required to be incorporated in agreements of this character are hereby incorporated herein by this reference.

**12.2** If applicable, City shall comply with Executive Order No. 11246, Executive Order No. 11701, the Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Rehabilitation Act of 1973, and all orders, rules and regulations promulgated thereunder (including, but not limited to 41 C.F.R. Part 60-1, 41 C.F.R. Part 60-250 and 41 C.F.R. Part 60-741), all as the same may have been or may be amended. The "equal opportunity clause" of 41 C.F.R. § 60-1.4(b), the "Affirmative Action Obligations for Disabled Veterans and Veterans of the Vietnam Era" clause of 41 C.F.R. § 60-250.4 and the "Affirmative Action for Handicapped Workers" clause of 41 C.F.R. § 60-741.4 are incorporated herein by this reference. By signing the Agreement, City certifies that segregated facilities (within the meaning of 41 C.F.R. § 60-1.8) are not and will not be maintained or provided for City's employees and that City will not permit its employees to perform Work at any location under City's control where segregated facilities are maintained. City shall obtain a similar certification from any of its subcontractors or suppliers as required by 41 C.F.R. § 60-1.8. This paragraph 12.2 shall apply only if and to the extent required by law or by any agreement now or hereafter entered into between PSE and the United States of America.

## **SECTION 13. TAXES**

City shall pay (except as otherwise required by law) all taxes applicable to or incurred in connection with the Work, the Equipment, or the System of which the Equipment constitutes a part.

#### **SECTION 14. PERMITS AND PROTECTION OF EXISTING RIGHTS**

- 14.1 City shall obtain and comply (and shall ensure that all of City's suppliers and subcontractors of any tier comply) with all permits, licenses, franchises, rights-of-way, easements and other rights required to perform the Work and operate the Equipment and the System in accordance with this Agreement. City shall furnish to PSE such evidence thereof as PSE may request. Compliance with this paragraph 14.1 shall be the sole responsibility of City and a continuing condition of the use of the Poles by City.
- 14.2 City shall release and defend, indemnify and hold harmless PSE, its successors and assigns, and the respective directors, officers, employees, and agents of PSE and its successors and assigns (collectively referred to hereafter as the "Indemnitees") from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with any violation (or alleged violation) of any contract, permit, license, franchise, right-of-way, easement or other rights of PSE that is based on or relates to any Attachment. Upon the request of PSE, City shall immediately remove any Attachment that violates, is alleged to violate or, in the judgment of PSE, jeopardizes any contract, permit, license, franchise, right-of-way, easement or other rights of PSE. If City fails to remove the Attachment within fifteen (15) days after PSE makes its request, PSE may remove the Attachment at City's sole risk and expense and City shall reimburse PSE for the entire expense thereby incurred.

#### **SECTION 15. EXAMINATION OF RECORDS**

City shall promptly furnish PSE with such information related to the Work or the Equipment as may from time to time be requested by PSE. Until the expiration of three (3) years after the termination of the Term, PSE shall have access to examine all of City's books, documents, papers and records which are related to the Work, the Equipment, or this Agreement, provided the City is required to retain such records pursuant to the Public Records Act at RCW 42.56.

#### **SECTION 16. STATUS OF CITY**

- 16.1 City represents and warrants that it is, and that at all times during the Term it shall be properly authorized, licensed, organized, equipped and financed to perform the Work and to operate the Equipment and the System.
- 16.2 City shall be and operate as an independent entity (not a contractor, agent or representative of PSE) in the performance of the Work and the operation of the Equipment and City's System. In no event shall City be authorized to enter into any agreements or undertakings for or on behalf of PSE or to act as or be an agent or representative of PSE.

#### **SECTION 17. RELEASE, INDEMNITY, HOLD HARMLESS AND LIMITATION OF LIABILITY**

- 17.1 City releases and shall defend, indemnify and hold harmless the Indemnitees from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising (whether before or after termination of the Term) out of or in connection with any Attachment, the performance of the Work, the operation of the Equipment or the System by City, the enforcement of this Agreement by PSE, any



default under or breach of this Agreement by City or the acts or omissions of City or any of its suppliers or subcontractors of any tier, the respective successors and assigns of City or any such suppliers or subcontractors, the directors, officers, employees and agents of each of the foregoing, or anyone acting on City's behalf in connection with this Agreement. To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless shall apply regardless of any act, omission, fault, negligence or strict liability of the Indemnitees; provided, however, that City shall not be required to so indemnify any Indemnitee(s) against any claim, loss, cost, liability, damage or expense to the extent the same is caused by or results from the negligence of any Indemnitee(s). In connection with any action to enforce this Section 17, City waives any immunity, defense, or protection under any workers' compensation, industrial insurance, or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51, of the Revised Code of Washington). PSE is willing to permit Attachments for the fees described in Section 6 only in consideration of and in reliance upon such release, indemnity and hold harmless. Consequently, such release, indemnity, and hold harmless shall be construed broadly in favor of the Indemnitees.

- 17.2** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PSE SHALL NOT HAVE ANY LIABILITY TO CITY FOR ANY: LOSS OF PROFIT OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR THE SYSTEM, CLAIMS OF CUSTOMERS OF CITY FOR SERVICE INTERRUPTIONS, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, ECONOMIC OR CONSEQUENTIAL DAMAGES, AS A RESULT OF OR RELATED TO THE EQUIPMENT, ANY ATTACHMENT, OR THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, EVEN IF PSE HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

## **SECTION 18. WORKER'S COMPENSATION AND INSURANCE**

- 18.1 Insurance Required.** At all times during the term of this Agreement, City and all persons performing the Work, City or its suppliers or subcontractors, shall keep in force and effect insurance policies as described below:
- a) **Workers Compensation and Employers' Liability Insurance.** Statutory workers' compensation benefits as required for all employees by Title 51 of the Revised Code of Washington and Employer's Liability Insurance, including Occupational Disease coverage, in the amount of \$1,000,000 for each accident, each employee, and policy limit. City shall require subcontractors to obtain and maintain such insurance.
  - b) **Commercial General Liability Insurance.** Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with Limits of liability not less than \$ 2,000,000 general aggregate, \$ 2,000,000 products/completed operations aggregate, \$ 2,000,000 personal injury, \$ 2,000,000 each occurrence.
  - c) **Automobile Liability Insurance.** Commercial automobile policy covering all owned, hired and non-owned autos and commercial vehicles to be used in the performance of the Work. Limits of liability not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage.

- d) Umbrella/Excess Liability Insurance. Coverage is to be responsible in excess of the sum employers' liability, commercial general liability, and auto liability. Limits of liability not less than \$ 4,000,000 each occurrence/ \$ 4,000,000 aggregate.
- e) Property Insurance. Each party will be responsible for costs associated with maintaining their own property.

- 18.2** City shall ensure compliance with insurance requirements as outlined above such as will protect the Indemnitees from any and all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from performance of the Work or this Agreement or the operation of the Equipment or the System, whether such performance or operation is by City or any of its suppliers or subcontractors of any tier.
- 18.3** No policies of insurance required to be obtained by City or its subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with PSE except as to infringement of patents of copyrights of for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage from injuries to PSE's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by City's subcontractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.
- 18.4** Within thirty (30) days after any notice of termination, cancellation, expiration or alteration in any policy of insurance required under this Agreement, City shall deliver to PSE a Certificate of Insurance acceptable to PSE with respect to any replacement policy.
- 18.5** The requirements of this Agreement as to insurance and acceptability to PSE of insurers and insurance to be maintained by City are not intended to and shall not in any manner limit or qualify the liabilities and obligations of or assumed by City under this Agreement.
- 18.6** The Parties acknowledge that the City's participates in a municipal risk pool. City shall provide evidence or confirmation that the coverage provided by such participation provides coverage at least as broad as the requirements outlined in this Section 18.

## **SECTION 19. RISK OF LOSS**

City shall be responsible for and shall bear any and all risk of loss, deterioration, theft, vandalism or destruction of or damage to the System and anything used (or to be used or consumed) in connection with the Work.

## **SECTION 20. REIMBURSEMENT AND PAYMENT**

PSE shall invoice City for all amounts payable by City to PSE under this Agreement (including, without limitation, the payments described in Section 6 and all reimbursable costs and expenses described elsewhere in this Agreement) as they become due. City shall pay each such invoice in full within thirty (30) days after City's receipt thereof.

## **SECTION 21. ATTORNEY'S FEES**

The prevailing Party in any suit, action, or arbitration filed or held concerning this Agreement shall be entitled to recover, in addition to all other relief, its reasonable attorney's fees incurred in connection therewith, both at trial and on any appeal.

## **SECTION 22. LATE CHARGES AND INTEREST**

- 22.1** City acknowledges that late payment of any fee or other amounts due to PSE under this Agreement will cause PSE to incur certain administrative, processing accounting costs not otherwise contemplated by this Agreement, the exact amount of which will be extremely difficult, if not impossible, to ascertain. Accordingly, if any fee or other amounts shall not be received by PSE within thirty (30) days after such amounts shall first become due, City shall pay to PSE a late charge, as liquidated damages and not as a penalty, equal to two percent (2%) of such overdue amounts as a reasonable estimate of the administrative, processing and accounting costs PSE will incur by reason of late payment by City. Such late charge is intended to be in lieu of City's liability for such costs, but shall not relieve or release City from liability for any other costs or damages suffered by PSE by reason of late payment. Payment of such late charge shall in no event excuse or cure any default under or breach of this Agreement by City.
- 22.2** In addition to any late charge under paragraph 22.1, City shall pay to PSE interest, compounded daily, at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, on any fees or other amounts not paid to PSE when due under this Agreement, from the date due until the date paid. Payment of such interest shall not excuse or cure any breach of or default under this Agreement by City.

## **SECTION 23. NONWAIVER**

The failure of PSE to insist upon or enforce strict performance by City of any of the provisions of this Agreement, or to exercise any rights under this Agreement, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

## **SECTION 24. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

City shall not assign, apportion, delegate or sublease any of its rights or obligations under this Agreement or assign this Agreement in whole or in part, by operation of law or otherwise, without the prior written consent of PSE, which consent shall not be unreasonably withheld. Any apportionment, delegation, sublease or assignment or purported apportionment, delegation, sublease or assignment without the prior written consent of PSE shall be voidable by PSE. In any event, no sublease or assignment of this Agreement shall relieve City from any of its liabilities or obligations under this Agreement. Subject to the foregoing restrictions on assignments without the prior written consent of PSE, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the successors and assigns of the respective Parties hereto.

## **SECTION 25. NOTICES AND OTHER COMMUNICATIONS**

**25.1** Written Notice. As referenced elsewhere in this Agreement, PSE and City shall provide notice, approval, consent, instruction, direction or other communication to each other in writing ("Written Notice"). The following notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed given if personally delivered, sent via overnight delivery, or within five days of being deposited in the US Mail with appropriate postage:

- a) Notice of adjustment of the Annual Rental Fee (Appendix III).
- b) Notice of code violation: City's Equipment fails to comply with the requirements of NESC.
- c) Notice of permit violation: City's Equipment fails to comply with the requirements of Appendix V.
- d) Notice of termination of Agreement by either Party.
- e) Notice of failure to respond to an invoice.
- f) Notice in lieu of payment of an invoice.
- g) Notice of consent of assignment of Agreement to a third party.
- h) Notice of rearrangement of City's Equipment by PSE.
- i) Notice of City failure to perform or observe any other term or condition of this Agreement.

Written Notice shall be made to the following addresses and either Party may from time to time change such address by giving the other Party notice of such change in accordance with the provisions of this section:

**If to:**

**Puget Sound Energy, Inc.:** 3380 146<sup>th</sup> PL SE #310, Bellevue, WA 98007 / Pole Services

**City of Anacortes:** 904 6<sup>th</sup> Street, PO Box 547, Anacortes, WA 98221 / Municipal Fiber Manager

**25.2** Electronic Notice. As referenced in this Agreement, PSE and City may provide notice to each other electronically ("Electronic Notice"). The following notices, requests, demands and other communications hereunder shall be in electronic format, via the Internet or NJUNS (National Joint Use Notification System); or other mutually agreed to Joint-Use Notification System:

- a) Attachment Applications
- b) Notice of denial or approval of Attachment Applications
- c) Notice of pole transfers or other work on PSE Facilities
- d) Other notifications and communications as approved by PSE
- e) Termination of Attachment Notice

## **SECTION 26. VOLUNTARY EARLY TERMINATION**

Either Party shall have the right to terminate this Agreement or any Attachment/s made pursuant hereto, for any reason and at any time, upon providing the non-terminating Party with one hundred and eighty (180) calendar days prior Written Notice. Where City or PSE exercises such right, City will remove the impacted Attachments and Equipment from PSE's Facilities at City's expense, within six (6) months from the date of Termination as specified in the Notice of Termination. City will return the poles utilized by City to their original condition, with the exception of normal wear and tear.

## **SECTION 27. SURVIVAL**

The obligations imposed on City under Sections 6, 11, 15, 17, 20, 21, 22, 23, 24, 25, 28, 29, and 30, and paragraph 7.2, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement, shall survive the completion, termination or cancellation of this Agreement.

## **SECTION 28. REGULATORY APPROVALS**

This Agreement and any transfers of property pursuant to this Agreement are subject to the authority of regulatory agencies having jurisdiction over the Parties, or either of them, with respect thereto. Each Party shall promptly submit this Agreement to the regulatory agencies having such jurisdiction over such Party and shall take such additional action as may reasonably be required to promptly obtain any required approvals or other action by such agencies.

## **SECTION 29. MISCELLANEOUS**

- 29.1 The rights and obligations of the Parties hereunder shall be subject to and governed by this Agreement. This Agreement sets forth the entire agreement of the Parties, and supersedes any and all prior agreements, with respect to Attachments.
- 29.2 This Agreement may not be modified except by a writing executed contemporaneously herewith or subsequent hereto signed by both Parties.
- 29.3 Each Party shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement.
- 29.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 29.5 The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

**SECTION 30. APPLICABLE LAW**

This Agreement shall in all respects be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

**City /Accepted and Agreed:  
City of Anacortes**

**PSE /Accepted and Agreed:  
Puget Sound Energy, Inc.**

By DocuSigned by:  
Laurie Gire  
9C8EE8989EBA4F7...

By DocuSigned by:  
Rachel King  
09D1500FDC76473...

Title: Mayor

Title: Supervisor, Account Management

Date: 10/14/2019

Date: 10/16/2019

**Address:**

904 6<sup>th</sup> Street (PO Box 547)  
Anacortes, WA 98221  
Attn: Municipal Fiber Manager

**Address:**

3380 146<sup>th</sup> PL SE #310  
Bellevue, WA 98007  
Attn: Pole Services

## **APPENDICES**

- I** Certificate of Insurance, referenced in § 18 of the Agreement
- II** Pole Attachment Application, referenced at § 2.3 of the Agreement
- III** Annual Rental Fee, referenced at § 6.1 of the Agreement
- IV** Fees for Transferring Communication Equipment, referenced at § 5.4 of the Agreement
- V** PSE Pole Attachment Specifications

## **Appendix I**

### **INSURANCE REQUIREMENTS**

**Attach Certificate of Insurance of  
Puget Sound Energy, Inc. Mandatory Requirements**



**Appendix II****APPLICATION FOR ATTACHMENT**Application or  
Job Number

Date

**TO: Puget Sound Energy****Licensee:****Name:****Address:****Email/Phone #:**

Please grant permission to occupy your poles in accordance with the conditions set forth in Pole Attachment Agreement, dated \_\_\_\_\_

- ☐ Application for rental on \_\_\_\_\_ distribution poles
- ☐ Application for rental on \_\_\_\_\_ transmission poles

**DESCRIPTION OF WORK:**

Overlashing

New Cable

- |                          |                                                               |
|--------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> | PSE Universal maps attached with requested poles highlighted. |
| <input type="checkbox"/> | Licensee's work sketch showing PSE grid numbers is attached.  |
| <input type="checkbox"/> | Appendix A Attached                                           |
| <input type="checkbox"/> | Fiber Specs Attached                                          |
| <input type="checkbox"/> | Photos Attached (Optional up to 10 poles)                     |

**POWER** \_\_\_\_\_ Will be installed. Pole list is attached and power  
**SUPPLIES** \_\_\_\_\_ supply specifications are included.

---

Failure to supply requested information may delay acceptance of the application.

---

- ☐ Application or notification accepted.
- ☐ Billing of new contacts to be effective \_\_\_\_\_

**LICENSOR PUGET SOUND ENERGY****BY**

PSE Joint Use Coordinator

Date

## Appendix III

### ANNUAL RENTAL FEE Computation of Annual Rate for Poles Owned by PSE

|           |                                                           |                   |
|-----------|-----------------------------------------------------------|-------------------|
| <b>A.</b> | <b>Net Cost of Bare Pole Calculation</b>                  | <b>PV</b>         |
|           | 1. Gross Distribution Plant                               |                   |
|           | 2. Gross Pole Investment (Acct. 364)                      |                   |
|           | 3. Distribution Plant Accumulated Depreciation            |                   |
|           | 4. Depreciation Reserve (Poles)                           |                   |
|           | 5. Gross Plant Investment (Electric)                      |                   |
|           | 6. Accumulated Deferred Taxes (Electric) (190, 281-3)     |                   |
|           | 7. Accumulated Deferred Taxes (Accts. 190, 281-3) (Poles) |                   |
|           | 8. Net Pole Investment                                    |                   |
|           | 9. Appurtenances Factor                                   | 0.85              |
|           | 10. Net Pole Investment Allocable to Attachments          |                   |
|           | 11. Total Number of Poles                                 |                   |
|           | <b>Net Cost of a Bare Pole</b>                            |                   |
| <b>B.</b> | <b>Carrying Charge Calculation</b>                        | <b>CC</b>         |
|           | 1. Total General and Administrative                       |                   |
|           | 2. Gross Plant Investment (Electric)                      |                   |
|           | 3. Depreciation Reserve (Electric)                        |                   |
|           | 4. Accumulated Deferred Taxes (Electric) (190, 281-3)     |                   |
|           | <b>Administrative Carrying Charge</b>                     |                   |
|           | 5. Account 593 (Maintenance of Overhead Lines)            |                   |
|           | 6. Investment in Accts. 364, 365 & 369                    |                   |
|           | 7. Depreciation (Poles) related to Accts. 364, 365 & 369  |                   |
|           | 8. Accumulate Deferred Income Taxes for 364, 365 & 369    |                   |
|           | <b>Maintenance Carrying Charge</b>                        |                   |
|           | 9. Gross Pole Investment (Acct. 364)                      |                   |
|           | 10. Net Pole Investment                                   |                   |
|           | 11. Depreciation Rate for Gross Pole Investment           |                   |
|           | <b>Depreciation Carrying Charge</b>                       |                   |
|           | 12. Taxes (Accts. 408.1 + 409.1 + 410.1 + 411.4 - 411.1)  |                   |
|           | 13. Gross Plant Investment (Total Plant)                  |                   |
|           | 14. Depreciation Reserve (Total Plant)                    |                   |
|           | 15. Accumulated Deferred Taxes (Total Plant) (190, 281-3) |                   |
|           | <b>Taxes Carrying Charge</b>                              |                   |
|           | 16. Rate of Return                                        |                   |
|           | <b>Return Carrying Charge</b>                             |                   |
|           | <b>Total Carrying Charge</b>                              |                   |
| <b>C.</b> | <b>Space Factor Calculation</b>                           | <b>PR</b>         |
|           | 1. Occupied Space                                         | 1                 |
|           | 2. Usable Space                                           | 13.5              |
|           | 3. Space Factor                                           |                   |
| <b>D.</b> | <b>Annual Pole Attachment Rental Rate Calculation</b>     |                   |
|           | 1. Net Cost of a Bare Pole                                | (PV)              |
|           | 2. Total Carrying Charges                                 | (CC)              |
|           | 3. Space Factor                                           | (PR)              |
|           | <b>Pole Attachment Rental Rate</b>                        | <b>(PR*CC*PR)</b> |

## Appendix IV

### FEES FOR TRANSFERRING COMMUNICATIONS EQUIPMENT

**FIRST TRIP COSTS** – Fees for performing transfer work while PSE is in the process of doing its own work.

|                                                               |           |
|---------------------------------------------------------------|-----------|
| Crossarms, all types                                          | \$ 145.00 |
| Anchor strand or overhead guy                                 | 145.00    |
| Sidewalk anchor guy and pipe                                  | 155.00    |
| Drop wire (no splicing)                                       | 145.00    |
| Service Conduit                                               | 195.00    |
| Messenger and cable bolted to pole or cable arm (no splicing) | 150.00    |
| Messenger dead-end                                            | 165.00    |
| Cable riser (including pipe and molding – no splicing)        | 195.00    |
| Cable terminal (no splicing)                                  | 155.00    |

**RETURN TRIP COSTS** - Cost of performing transfer work when PSE must return to the job site.  
The following amounts include travel time.

|                                                               |           |
|---------------------------------------------------------------|-----------|
| Crossarms, all types                                          | \$ 235.00 |
| Anchor strand or overhead guy                                 | 235.00    |
| Sidewalk anchor guy and pipe                                  | 265.00    |
| Drop wire (no splicing)                                       | 250.00    |
| Service Conduit                                               | 385.00    |
| Messenger and cable bolted to pole or cable arm (no splicing) | 235.00    |
| Messenger dead-end                                            | 295.00    |
| Cable riser (including pipe and molding – no splicing)        | 385.00    |
| Cable terminal (no splicing)                                  | 265.00    |

**TOPPING FEE**            \$125.00

## **Appendix V**

### **POLE ATTACHMENT SPECIFICATIONS**

**Attached**

## Conductor-to-Ground Clearances

0700.3001

### Scope

This standard describes the requirements for vertical clearance of overhead conductors above ground, roadways, rail, and water.

---

### Design Practice

Clearances for conductors that PSE owns and/or operates shall meet the requirements of WAC 468-34-290 and NESC 232.

Clearances shall be calculated with the conductor temperature and loading conditions that produce the maximum final sag.

See Standard 6450.3000 for information on conductor design temperature and design tensions.

See Standard 6550.6200 for information on how to measure conductor sag.

---

### Joint Use Construction

In joint use construction, the lowest communication conductor shall be considered. Its required clearance, plus the required spacing between the communication and power conductors may force the power conductors to have more than the minimum amount of clearance.

---

### New Construction

If the terrain will be altered under the power line that effect the grade (such as filling, repaving a street, installing sidewalks, or adding landscaping) the clearances required by this standard shall be increased so when the terrain is at final grade, the minimum clearances are met.

---

### Clearance Requirements

*Table 1* lists the requirements for most situations that will be encountered. In rare cases, the NESC may allow reduced clearances. If the conductor is at an elevation above 3000 feet and it operates at 115 kV or more, additional clearance is required.

---

**Conductor-to-Ground Clearances****0700.3001****Table 1**

Clearance requirements (all measurements are in feet)

|                                                                                                                                                                                             | CONDUCTORS                                         |                                      |                                                         |                                                       |      |      |      |      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|--------------------------------------|---------------------------------------------------------|-------------------------------------------------------|------|------|------|------|
|                                                                                                                                                                                             | Communications<br>and common<br>neutral            | Insulated<br>service or<br>secondary | Uninsulated<br>service or<br>secondary                  | Primary<br>4.0 kV thru<br>34.5 kV                     | 55   | 66   | 115  | 230  |
|                                                                                                                                                                                             | GUYS                                               |                                      |                                                         |                                                       |      |      |      |      |
|                                                                                                                                                                                             | Guys for<br>structures<br>carrying<br>0 thru 300 V |                                      | Guys for<br>structures<br>carrying<br>301 thru<br>750 V | Guys for<br>systems<br>carrying 751 V<br>thru 34.5 kV |      |      |      |      |
| Interstate highways,<br>state highways, and<br>bridges on those<br>highways (crossing).                                                                                                     | 24.0 *                                             | 24.0                                 | 24.0                                                    | 4 and 15 kV =<br>30<br>34.5 kV = 32                   | 34.0 | 34.0 | 34.0 | 34.0 |
| Interstate highways,<br>state highways, and<br>bridges on those<br>highways (longitudinal).                                                                                                 | 20.0                                               | 24.0                                 | 24.0                                                    | 4 and 15 kV =<br>27<br>34.5 kV = 32                   | 32.0 | 32.0 | 32.0 | 32.0 |
| Municipal roads, streets,<br>parking lots, alleys,<br>private driveways, horse<br>trails and areas subject<br>to truck traffic (including<br>farmland, orchards,<br>pastures, and forests). | 15.5                                               | 16.0                                 | 16.5                                                    | 18.5                                                  | 18.9 | 19.1 | 20.1 | 22.4 |
| Railroad tracks (except<br>electrified railroads using<br>overhead trolley<br>conductors). †                                                                                                | 23.5                                               | 24.0                                 | 24.5                                                    | 26.5                                                  | 26.9 | 27.1 | 28.1 | 30.4 |
| Pedestrian ways where<br>vehicles are prohibited<br>by regulation or<br>permanent obstructions<br>and not reasonably<br>expected to be used by<br>vehicles.                                 | 9.5                                                | 12.0                                 | 12.5                                                    | 14.5                                                  | 14.9 | 15.1 | 16.1 | 18.4 |
| Water areas not suitable<br>for sailboating or where<br>sailboating is prohibited.                                                                                                          | 14.0                                               | 14.5                                 | 15.0                                                    | 17.0                                                  | 17.4 | 17.6 | 18.6 | 20.9 |

\* This value is 20' for communications cables on joint use structures.

† The railroad company may require greater clearance than shown here.

*Continued on next page*

**Conductor-to-Ground Clearances****0700.3001**

|                                                                                                                                                                | CONDUCTORS                                                                                                                  |                                      |                                                         |                                                       |      |      |      |      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------------------------|-------------------------------------------------------|------|------|------|------|
|                                                                                                                                                                | Communications<br>and common<br>neutral                                                                                     | Insulated<br>service or<br>secondary | Uninsulated<br>service or<br>secondary                  | Primary<br>4.0 kV thru<br>34.5 kV                     | 55   | 66   | 115  | 230  |
|                                                                                                                                                                | GUYS                                                                                                                        |                                      |                                                         |                                                       |      |      |      |      |
|                                                                                                                                                                | Guys for<br>structures<br>carrying<br>0 thru 300 V                                                                          |                                      | Guys for<br>structures<br>carrying<br>301 thru<br>750 V | Guys for<br>systems<br>carrying 751 V<br>thru 34.5 kV |      |      |      |      |
| Water suitable for<br>sailboating (including<br>lakes, ponds, reservoirs,<br>tidal waters, rivers,<br>streams, and canals),<br>that are less than<br>20 acres. | 17.5                                                                                                                        | 18.0                                 | 18.5                                                    | 20.5                                                  | 20.9 | 21.1 | 22.1 | 24.4 |
| Water suitable for<br>sailboating, but greater<br>than 20 acres, but less<br>than 200 acres.                                                                   | 25.5                                                                                                                        | 26.0                                 | 26.5                                                    | 28.5                                                  | 28.9 | 29.1 | 30.1 | 32.4 |
| Water suitable for<br>sailboating, but greater<br>than 200 acres, but less<br>than 2000 acres.                                                                 | 31.5                                                                                                                        | 32.0                                 | 32.5                                                    | 34.5                                                  | 34.9 | 35.1 | 36.1 | 38.4 |
| Water suitable for<br>sailboating, and greater<br>than 2000 acres.                                                                                             | 37.5                                                                                                                        | 38.0                                 | 38.5                                                    | 40.5                                                  | 40.9 | 41.1 | 42.1 | 44.4 |
| Boat ramps and rigging<br>areas.                                                                                                                               | The clearance shall be 5 ft greater than that required for the water area being served by<br>the boat ramp or rigging area. |                                      |                                                         |                                                       |      |      |      |      |

These values are from NESC Table 232-1, except for the state highway clearance that is from  
WAC 468-34-290.

**References**

The following Puget Sound Energy documents apply to this standard:

6450.3000 Overhead Distribution Line Design  
6550.6200 Conductor Sag Measurement

**Sources**

IEEE C2-2012  
NESC

Rule 232 Vertical clearances of wires, conductors, cables, and equipment above  
ground, roadway, rail, or water surfaces

WAC

468-34-290 Vertical clearance

## Attachment and Clearance Requirements for Overhead Joint Utility Construction

**0700.8000**

### Scope

This standard establishes the attachment, grounding, structural, and clearance requirements for communications cables and equipment attached to Puget Sound Energy-owned poles.

This standard does not address RF antenna equipment (see Standard 0700.8500).

### In This Standard

This standard contains the following topics.

| Topic                     | See Page |
|---------------------------|----------|
| Definitions               | 1        |
| Transmission Pole Loading | 3        |
| Cables                    | 4        |
| Guys and Anchors          | 4        |
| Pole Drilling             | 6        |
| Unused Facilities         | 6        |
| Equipment Mounting        | 6        |
| Risers                    | 7        |
| Underground Service Drops | 9        |
| Grounding Requirements    | 9        |
| Clearance Requirements    | 10       |
| Streetlight Clearances    | 15       |

### Definitions

These are definitions of terms used in this standard. *Figure 1* illustrates these terms.

| Term                             | Definition                                                                                                                                                                                                                                                                            |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Communication Worker Safety Zone | See Safety Space.                                                                                                                                                                                                                                                                     |
| Communications Space             | The space on a pole below the Communication Worker Safety Zone where communications lines are installed. The lower bound of the Communications Space is the lowest point on the pole where communications lines may be installed and maintain adequate pole-to-pole ground clearance. |
| Covered Streetlight Wire         | Insulated streetlight conductor covered with protective molding.                                                                                                                                                                                                                      |
| Field Face Quadrant              | The quarter section of a pole on the field side of the pole gain.                                                                                                                                                                                                                     |

*Continued on next page*



## Attachment and Clearance Requirements for Overhead Joint Utility Construction

**0700.8000**

### Definitions, *continued*

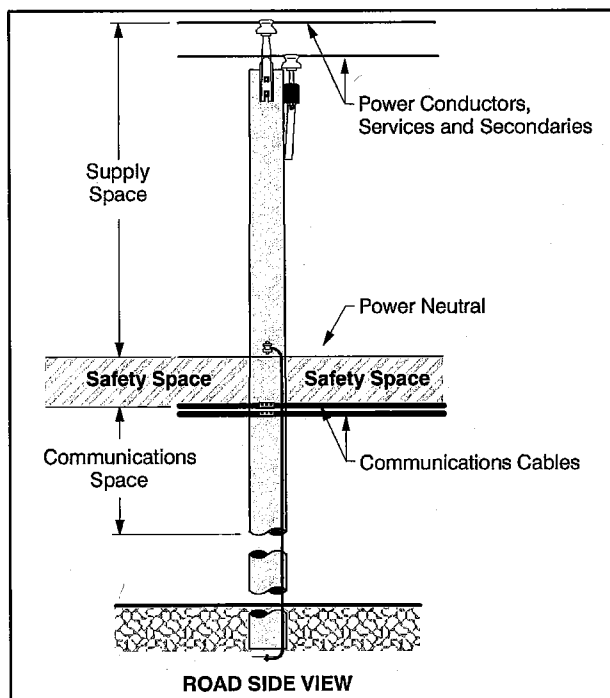
| Term                                                     | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Joint Utility                                            | For the purposes of this standard, any entity (utility, public agency, communications company, or other) other than Puget Sound Energy that attaches to any Puget Sound Energy-owned facility.                                                                                                                                                                                                                                                                                                                                                                                                          |
| Pole Face                                                | The side or half of the pole that contains the pole gain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Pole Gain                                                | The notch in the pole that contains the pole manufacturing information. The pole gain is located 12 feet from the butt of the pole.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Road Face Quadrant                                       | The quarter section of a pole on the road side of the pole gain.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Safety Space<br>(or Communication Worker<br>Safety Zone) | <p>The vertical space on a pole below the supply space and above the communications space. This space is intended to provide a safe working clearance for workers in the communications space. It is defined in the NESC, Section 235C4.</p> <p><b>NOTE:</b> The term “safety space” is used in this standard for purposes of clarity.</p>                                                                                                                                                                                                                                                              |
| Supply Space                                             | <p>The space above the Communication Worker Safety Zone. Except for some streetlights, this is where electric supply equipment and electric supply lines (power lines) are installed.</p> <p>The Supply Space extends to the lower of:</p> <ul style="list-style-type: none"> <li>▪ 120 inches down from a 115 or 230 kV transmission line conductor.</li> <li>▪ 96 inches down from a 19.9/34.5 kV primary line conductor.</li> <li>▪ 84 inches down from a 2.4/4.0 kV and 7.2/12.47 kV primary line conductor.</li> <li>▪ The lowest attachment point of a secondary or neutral conductor.</li> </ul> |

## Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Figure 1

Space Allocation on a Pole



### Approval Required

Joint utilities must receive written approval from Puget Sound Energy before attaching to Puget Sound Energy-owned poles. This includes overlashing cable to existing bundles on a strand. Joint utilities must also have a signed Joint Use Agreement with PSE. Joint Users must also refer to their Joint Use Agreement for any additional specific requirements.

### Codes

All equipment and hardware shall be mounted on the pole in a way that provides adequate climbing and working space. In all cases, clearances and separations as required in the NESC shall be met, both at the pole and midspan.

All poles where attachments are made shall have sufficient structural capacity to support the loadings for all facilities attached. Poles should be reviewed for NESC strength compliance where new or modified facilities are proposed that would increase loading on the pole.

### Transmission Pole Loading

PSE will structurally review all proposed attachments to PSE transmission poles. Attachment to transmission poles without distribution underbuild may not be approved.

## Attachment and Clearance Requirements for Overhead Joint Utility Construction

**0700.8000**

### Cables

Joint utilities' cables shall:

- Attach to the same side of the pole as the power neutral conductor.
- Be installed on the road side of the pole if the power neutral conductor is on a primary crossarm.
- Be tensioned or guyed so the angle of existing structures is not altered and the sag characteristics of the power conductors do not change. All unbalanced tensions must be guyed.
- Meet all applicable NESC clearances at the time of installation or alteration.

When present, PSE-owned fiber shall take the uppermost position on the pole.

---

### Guys and Anchors

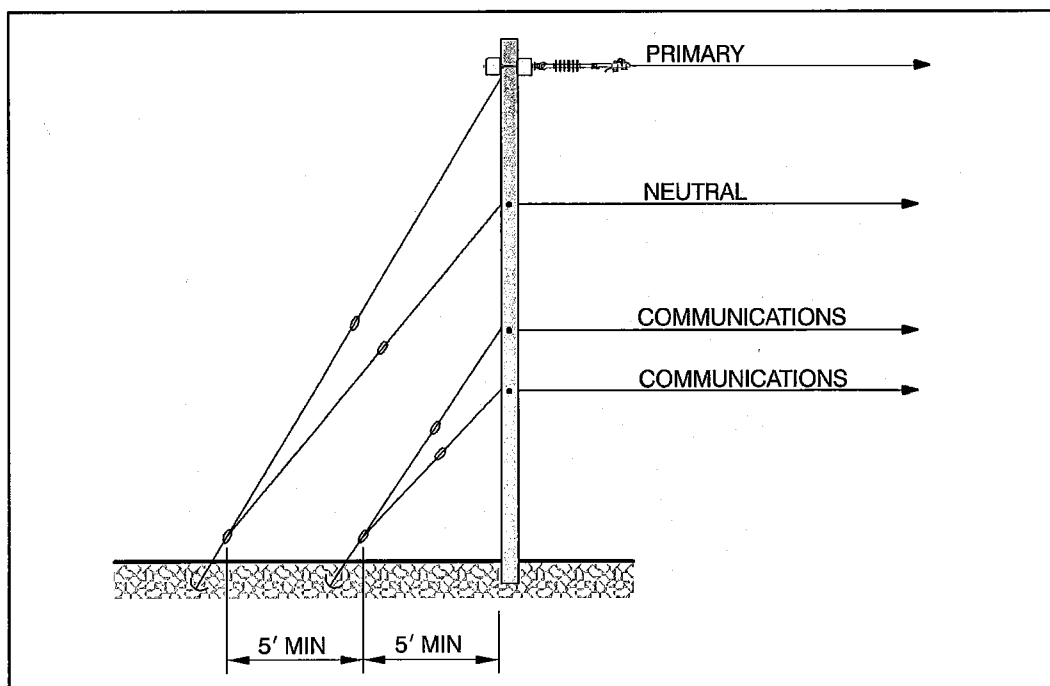
The following requirements apply to joint utilities' guys and anchors:

- Each company is responsible for installing the appropriate guying to balance the maximum horizontal tension of its cables/messengers. This includes at deadends, angles, taps, and other such locations. Service drops do not require guying unless deemed prudent by the attaching company.
  - Guys shall be installed with anchors provided and installed by the communications company. Existing PSE anchors may be used only with permission from PSE on a per location basis. Such requests may only be granted if:
    - The communication guy attachment is insulated or grounded.
    - The anchor has sufficient strength. PSE anchors have either 2 or 3 integral "eye" positions depending on the anchor type and this number of attachments shall not be exceeded. *Installing auxiliary eyes is also not permitted (see Figure 2).*
  - New anchors must be a minimum of 5 feet from existing PSE anchors and the pole (see Figure 3).
  - Crossing down guys or fastening two span guys together for ground clearance is not permitted.
  - Pole-to-pole span guying may not utilize a pole as an anchoring device unless a down guy meeting the requirements of this section is installed.
  - Guy markers shall be installed on all communication down guys.
  - Guys must be grounded or insulated.
-

## Attachment and Clearance Requirements for Overhead Joint Utility Construction

**0700.8000**
**Figure 2**

*This type of installation is not permitted!* PSE anchors have either 2 or 3 integral “eye” positions depending on the anchor type and this number of attachments may not be exceeded.


**Figure 3**
**Anchor Placement**


## Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

### Pole Drilling

Existing holes shall be used for equipment mounting whenever possible.

When new holes must be drilled in wood poles, they shall be treated with PSE's current approved wood preservative. Treatment shall be applied using a pressure-type oil can or a bottle brush. All communication attachments on PSE steel poles must be banded to the pole unless factory predrilled holes are available. Field drilling is not allowed on steel poles unless approved by PSE on a per case basis.

Refer to PSE Standard 6450.7500 for field treatment requirements for wood poles.

---

### Unused Facilities

Unused communication facilities that are not required for normal service, redundancy, or emergency use shall be removed.

---

### Equipment Mounting

Joint utility-owned communications enclosures mounted more than 8 feet abovegrade on PSE-owned poles shall be no larger than 24 inches wide x 24 inches high x 18 inches deep (24" W x 24" H x 18" D). The joint utility shall provide and install all materials necessary to support a communications enclosure a minimum of **5 inches** from the face of the pole. If the enclosure is to be energized, then the joint utility shall also provide enough supply wire coiled at the weatherhead to reach the transformer secondary connections.

Communications enclosures shall be mounted directly above the pole gain. If this is not possible, they shall be mounted on the road face quadrant of the pole.

**NOTE:** A city or state electrical inspection is required before PSE connects communications power supply wires to power conductors.

*Figure 4* illustrates the attachment requirements for risers and enclosures.

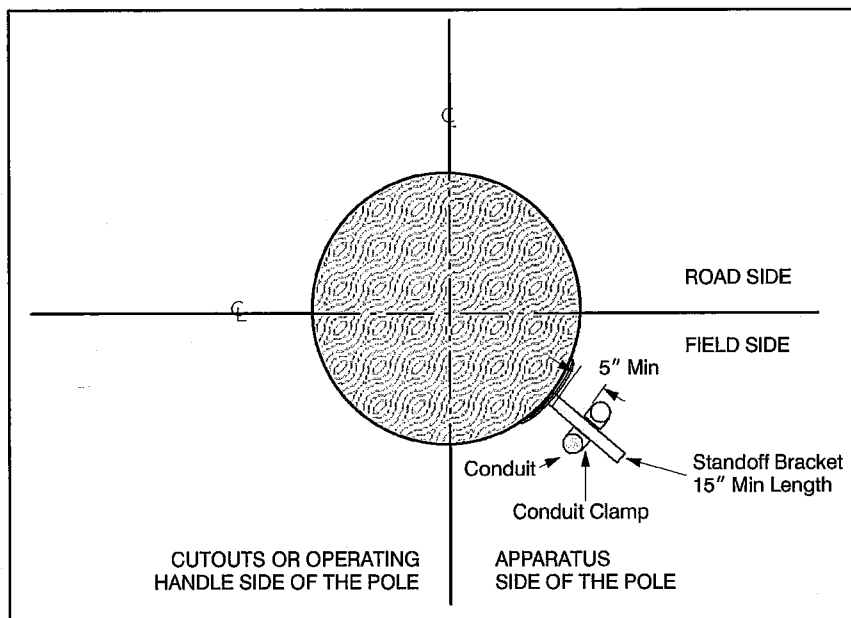
---

## Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Figure 4

Attachment Requirements for Risers and Enclosures



### Risers

Communications risers shall be mounted:

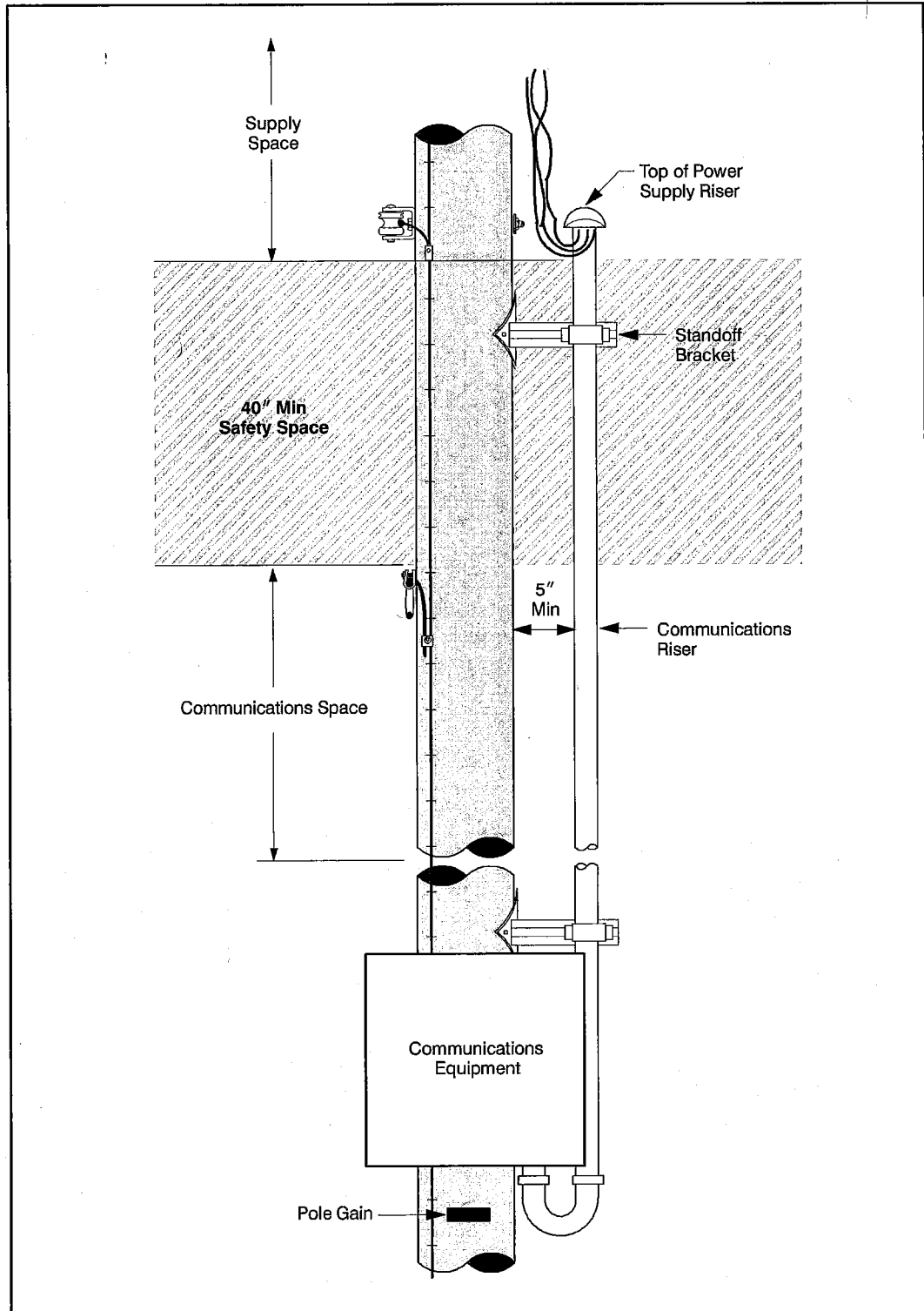
- Where they will not interfere with climbing space or the operation of pole-mounted equipment. The best position is on the field face side of the pole (see *Figure 4*); the exact location will depend on the position of obstructions and the direction of the cable or conduit run.
- On standoff brackets and provide a minimum **5-inch** clearance from the pole. Existing standoff brackets shall be used when available. If new brackets are needed, the communications company shall provide and install them.
- High enough on the pole to ensure the 40-inch safety space requirement is maintained between the bottom of the drip loop and the top of the communications space (see *Figure 5*). The bottom of the drip loop shall be no lower than the lowest piece of pole hardware in the supply space.

# Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

## Risers, *Continued*

**Figure 5** Attachment Requirements for Communications Risers



## Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

### Underground Service Drops

Communications drops less than 1/2-inch in diameter may be attached directly to a pole under the following circumstances:

- They shall be securely attached, in accordance with NESC 239D, from the ground to the communications level, using staples or other means to ensure that the cables cannot be pulled away from the pole and become a tripping or snagging hazard to the public or anyone climbing the pole.
- To minimize climbing hazards, they shall only run vertically; they shall not wrap around the pole.
- All vertical runs shall be installed on the same quadrant of the pole. If there are existing conduit risers on the pole, the vertical runs shall be placed within the same quadrant as the existing riser(s).
- Any coils of spare cable will be attached to the pole no less than 8 feet abovegrade.
- Connection blocks will be mounted on the pole in the same quadrant as the drop and shall be no larger than 20 square inches.

### Grounding Requirements

#### Metallic Messenger Bonding

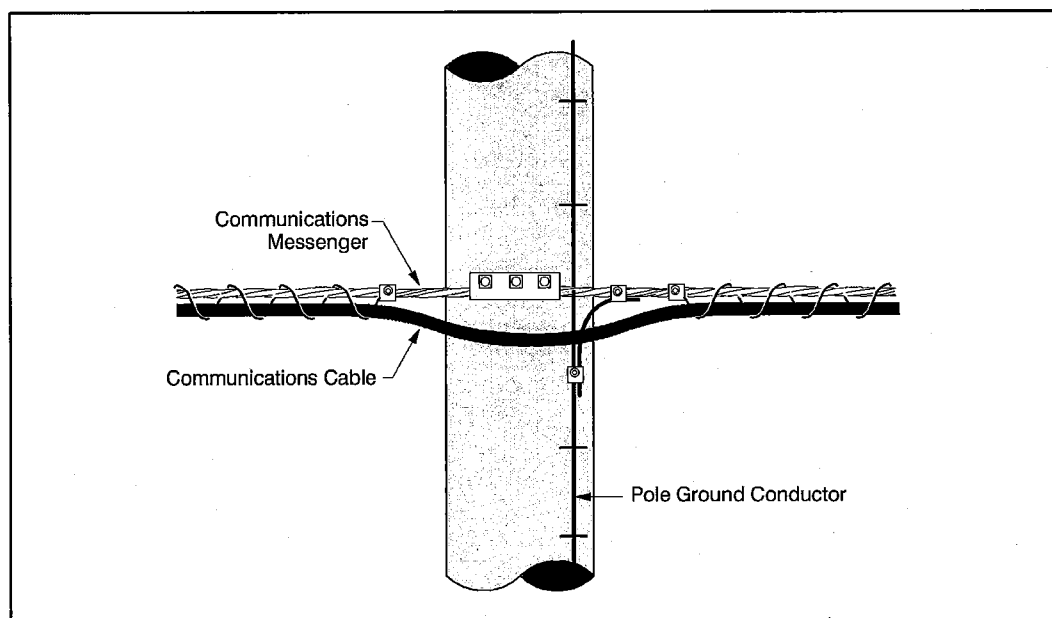
Communications metallic or conductive messengers may be bonded to the pole ground conductor, in accordance with NESC 97G, by the attaching company.

**NOTE:** Nonmetallic/nonconductive self-supporting messengers (i.e., Kevlar-type) do not require bonding.

Figure 6 illustrates how to construct the grounding.

Figure 6

Grounding Communications Messengers at Supports





## Attachment and Clearance Requirements for Overhead Joint Utility Construction

**0700.8000**

### Clearance Requirements

#### Transmission Clearances

PSE does not allow attachments to transmission poles above 100 kV unless the pole has distribution underbuild. For applications to transmission poles with existing distribution underbuild, PSE personnel will determine whether the attachment will be allowed and, if so, provide clearance requirements.

#### Distribution Clearances (up to and including 34.5 kV)

It is the responsibility of the joint utility to determine which clearance listed below applies, based upon the type of supply equipment or construction on the pole.

**NOTE:** All clearances are measured vertically.

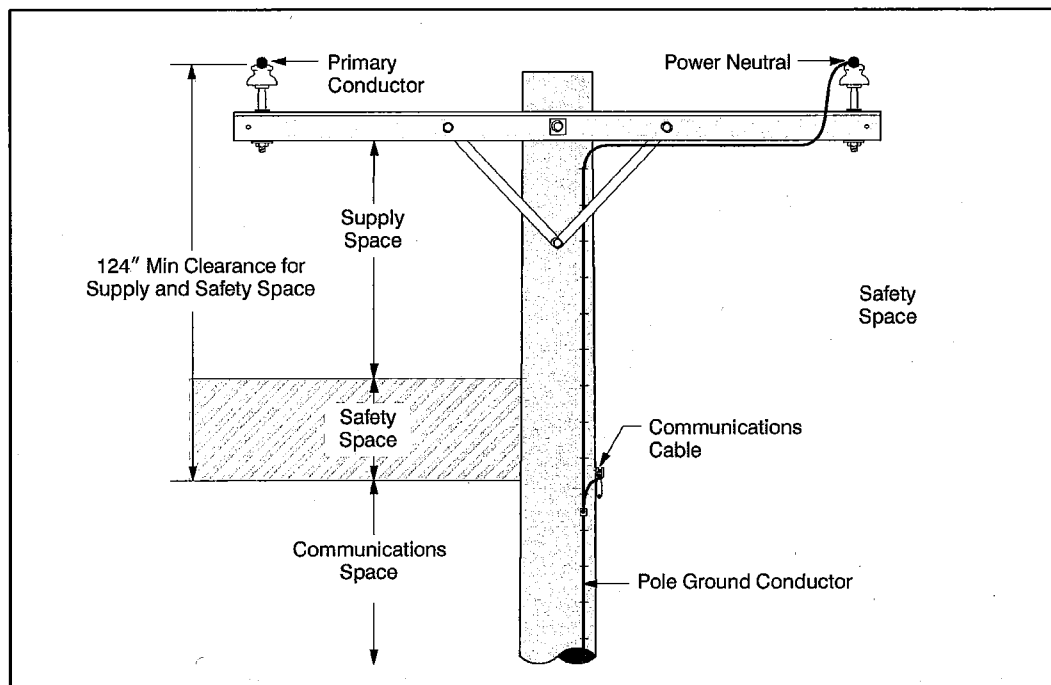
#### Clearance at Supports

The minimum clearance at supports between power company equipment and the top of the communications space depends upon the type of construction and equipment on the pole.

| If ...                                                                                                         | And ...                                                               | Then ...                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| All primary conductors are mounted on a crossarm at the same level (either single or double arm construction), | There is no additional power equipment mounted below the primary arm, | 124-inch (10'-4") minimum clearance is required ( <i>Figure 7</i> illustrates this clearance).<br><br><b>NOTE:</b> This clearance is measured from the tie wire or conductor clamp on the insulator to the top of the communications space. This distance encompasses the supply and safety space and provides room for future installation of supply equipment and/or service conductor. |

**Figure 7**

Clearance Between Power Conductors and Communications Space



## Attachment and Clearance Requirements for Overhead Joint Utility Construction

**0700.8000**

### Supply Equipment

If any of the following supply equipment is mounted on the pole, a minimum clearance of 40 or 30 inches is required, depending upon whether the supply equipment is ungrounded or grounded.

This clearance is measured from the **bottom of the lowest piece** of supply equipment to the top of the communications space.

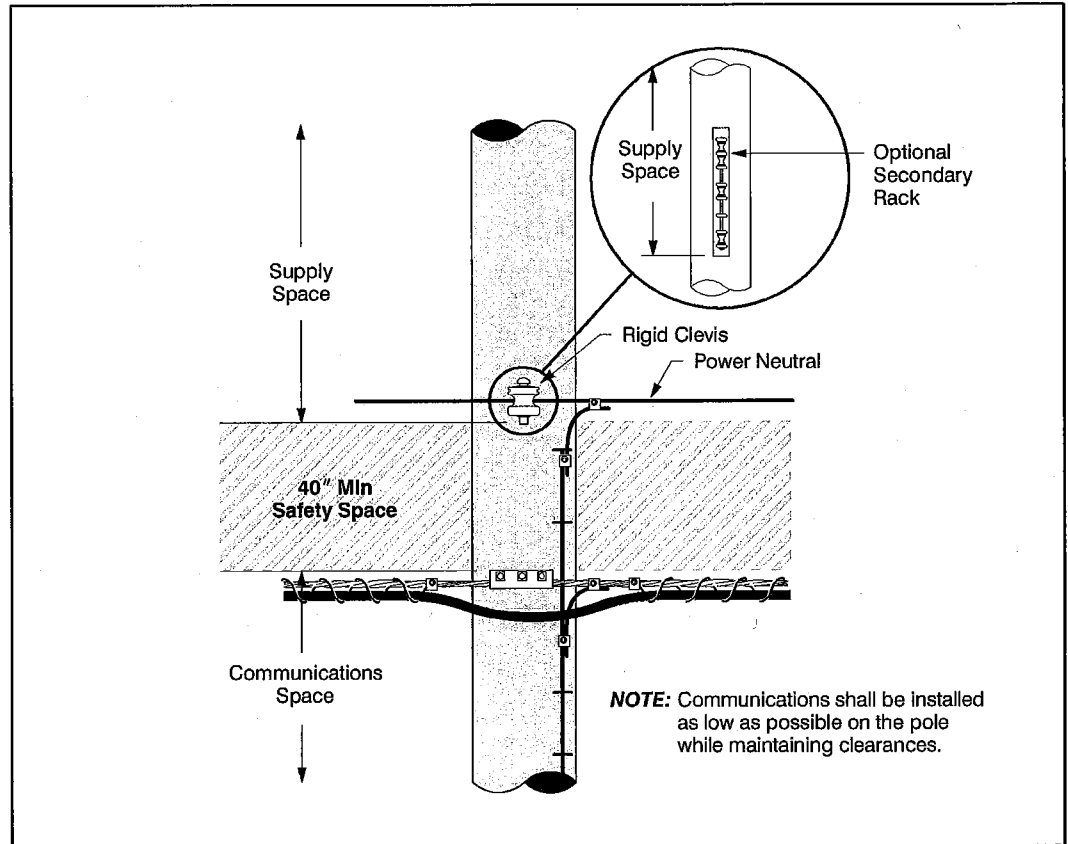
### Ungrounded Equipment

Ungrounded equipment has a 40-inch clearance.

| Equipment                                                                         | See Illustration       |
|-----------------------------------------------------------------------------------|------------------------|
| Rigid clevis                                                                      | Figure 8               |
| Secondary rack                                                                    | Figure 8               |
| Exposed supply wire<br>This does not apply to streetlight supply wire drip loops. | Figure 9 and Figure 10 |
| Secondary crossarm brace                                                          | None                   |

**Figure 8**

Clearance Between Ungrounded Supply Equipment and Communications Space



## Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

### Clearance Requirements, *continued*

Figure 9

Clearance Between Supply Conductor Drip Loop and Communications Space

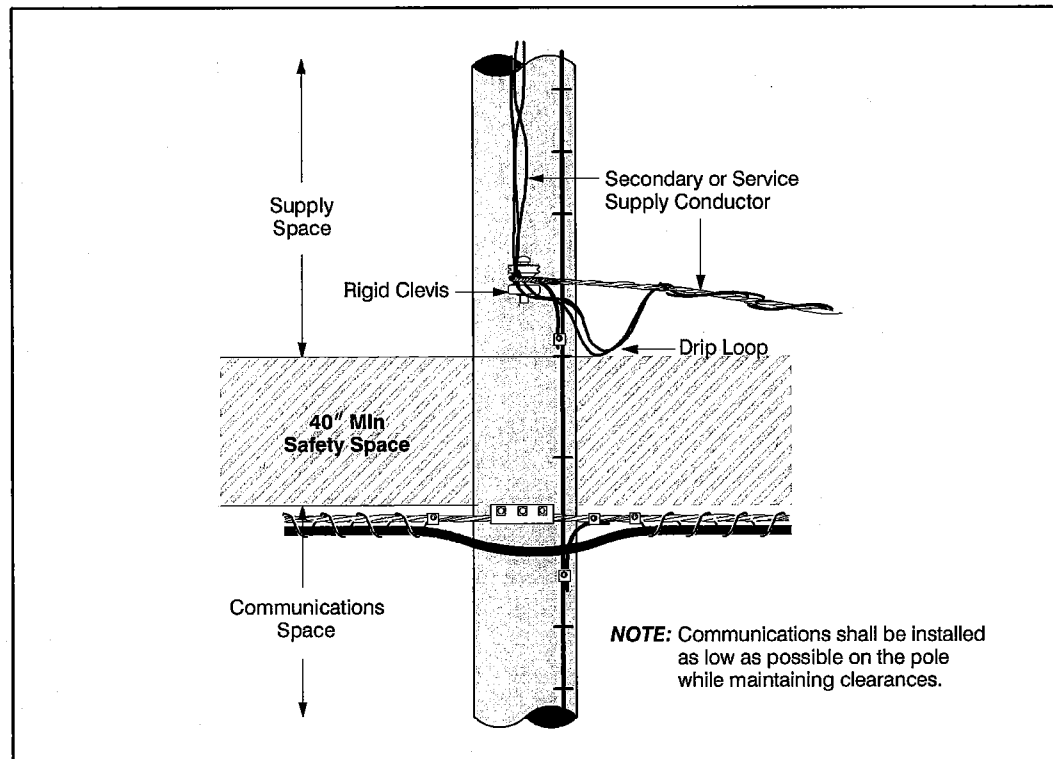
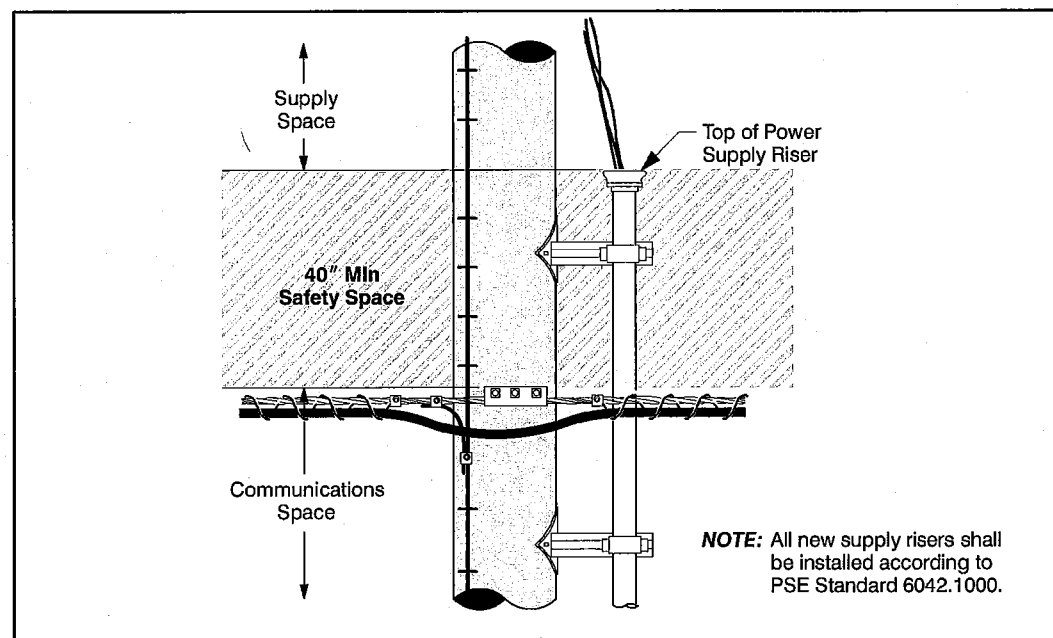


Figure 10

Clearance Between Top of Power Riser and Communications Space



## Attachment and Clearance Requirements for Overhead Joint Utility Construction

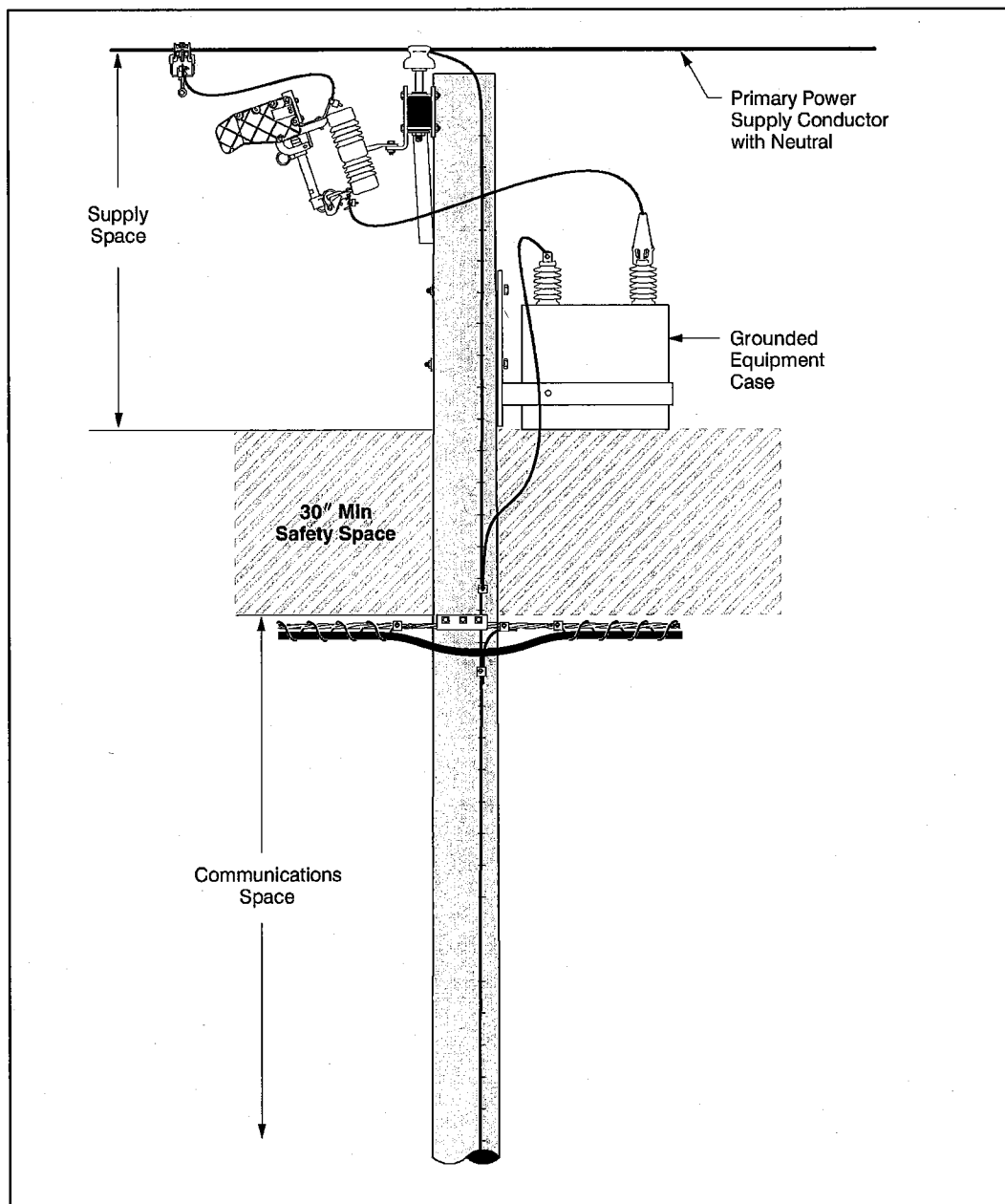
0700.8000

### Grounded Equipment

Grounded equipment has a 30-inch clearance. *Figure 11* illustrates a typical (in this case a capacitor bank) equipment installations.

**Figure 11**

Clearance Between Grounded Supply Equipment and Communications Space



## Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

### Clearance Requirements, *continued*

**Midspan Clearance** The minimum vertical clearance at any point in the span between power conductors and communications cables is **63, 40, or 30 inches**, depending upon the power line voltage. There are no horizontal clearance dimensions that can alleviate vertical clearance requirements between power conductors and communications cables jointly attached to PSE poles.

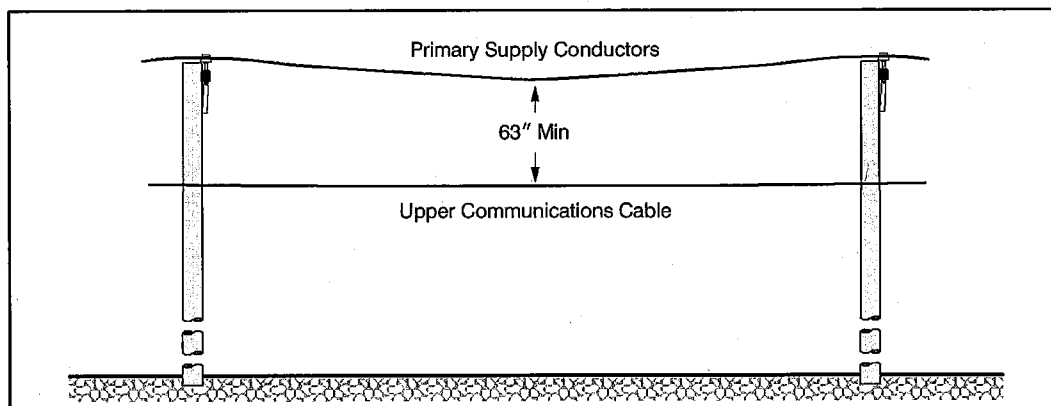
These midspan clearances must be met with the upper conductor (PSE) and the lower conductor (communications) at their final unloaded sag in the same ambient conditions and with the power conductor at its maximum design operating temperature (75°C for phase, 50°C for neutral, and 75°C for secondary).

**NOTE:** Meeting the midspan clearance requirements may require increasing the clearance distance at the supports (poles) beyond the minimum values.

| Equipment                                     | Voltage          | Clearance                        |
|-----------------------------------------------|------------------|----------------------------------|
| Primary supply conductors<br><i>Figure 12</i> | 750 V to 34.5 kV | A 63-inch clearance is required. |
| Power neutral or triplex<br><i>Figure 13</i>  | 0-750 V          | A 30-inch clearance is required  |
| Open wire secondary                           | 0-750 V          | A 40-inch clearance is required  |

**Figure 12**

Midspan Clearance Between Primary Supply Conductors and Communications Cables

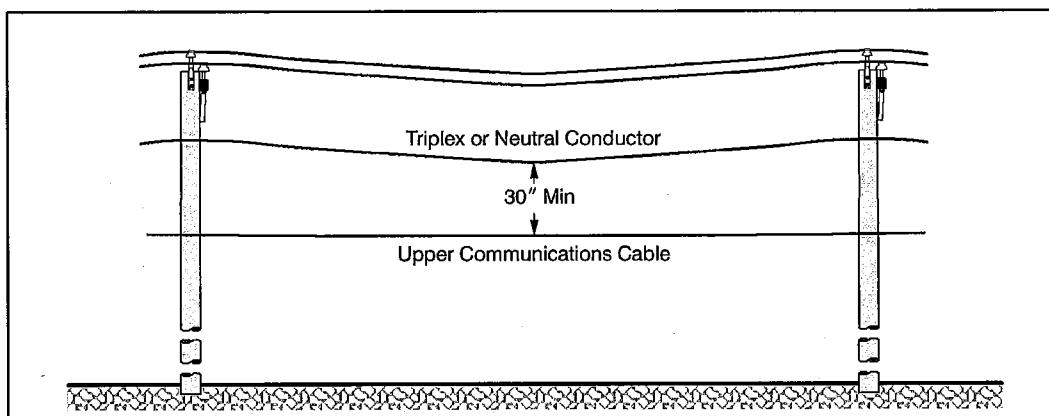


## Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

Figure 13

Midspan Clearance Between Secondary or Neutral Conductors and Communications Cables



### Streetlight Clearances

Special clearances exist between streetlights and communications cables because:

- They may be installed anywhere on the pole, assuming all clearance requirements are met.
- Vertical runs of streetlight supply wire may or may not be covered with protective molding.

All clearances apply 360° around the entire pole.

### Cables Installed Below Streetlights

When communication cables are installed below a streetlight on a pole, **all** of the following minimum clearance requirements shall be met:

| Between the bottom of ...                                                         | This clearance is required |
|-----------------------------------------------------------------------------------|----------------------------|
| Drip loop of the streetlight supply wire and the top of the communications space. | 12 inches *                |
| Supply space and the top of the communications space.                             | 40 inches                  |

\* This may be reduced to 3 inches if the loop is covered by a suitable nonmetallic covering that extends at least 2 inches beyond the loop.

Figure 14 illustrates these clearance requirements.

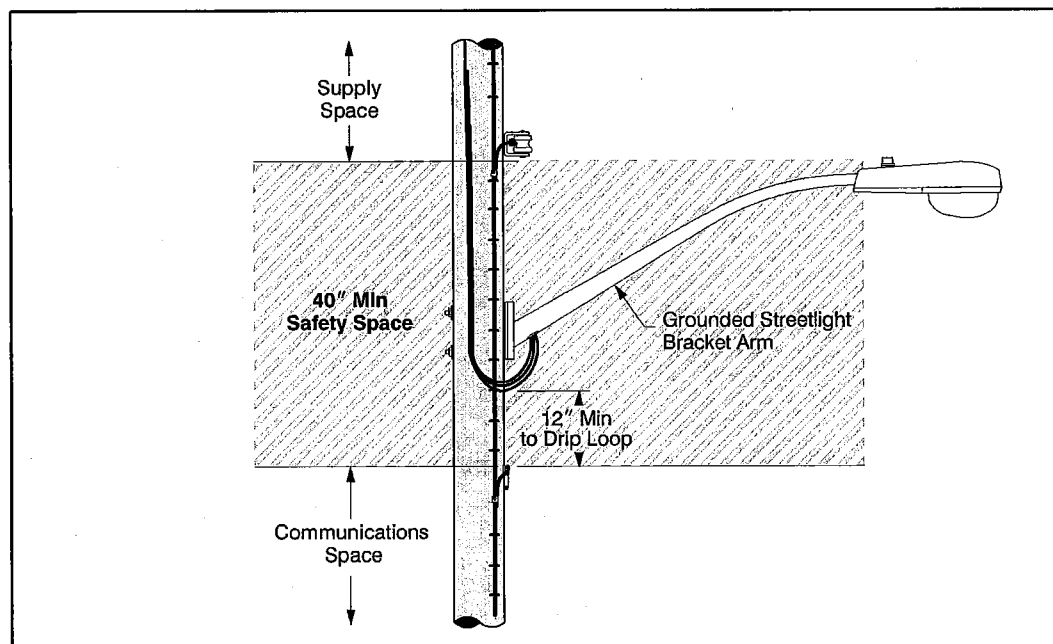
## Attachment and Clearance Requirements for Overhead Joint Utility Construction

0700.8000

### Streetlight Clearances, *Continued*

Figure 14

Clearances for Communications Cables Installed Below Streetlights



### Streetlights Installed Beneath Communication Conductors

Proper streetlight mounting heights may require that the bracket be installed beneath the communication conductors.

When this is the case, *all* of the following minimum clearance requirements shall be met:

| Between . . .                                                                                                                  | This clearance is required |
|--------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Top of the streetlight bracket and the bottom of the communications space.                                                     | 20 inches                  |
| Bottom of the streetlight supply wire molding (where wire is exposed at drip loop) and the bottom of the communications space. | 40 inches                  |
| Top of the streetlight supply wire molding (where wire is exposed) and the top of the communications space.                    | 40 inches                  |

Figure 15 illustrates these clearance requirements.

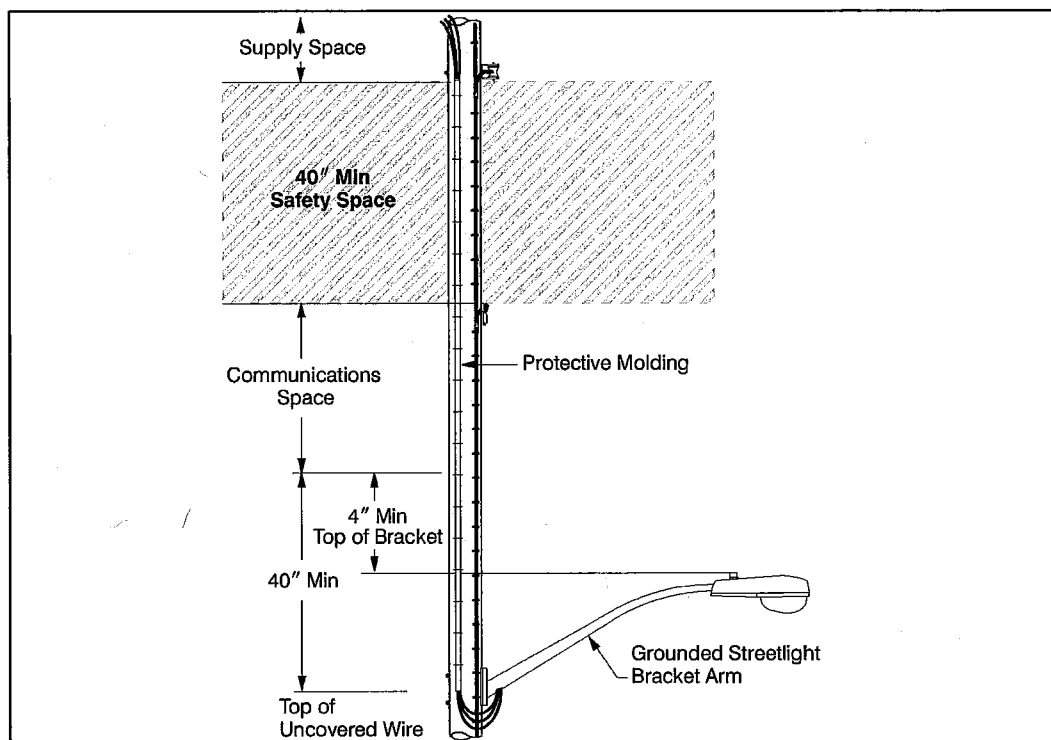
### ⚠ CAUTION!

Communications cables shall not be installed above streetlights if the vertical run of streetlight supply wire is not covered with protective molding.

# Attachment and Clearance Requirements for Overhead Joint Utility Construction

**0700.8000**
**Figure 15**

Clearances for Communications Cables Installed Above Streetlights



## References

The following Puget Sound Energy documents relate to this standard:

|           |                                                                |
|-----------|----------------------------------------------------------------|
| 0700.8500 | RF Antenna Equipment on Power Poles                            |
| 6042.1000 | Conduit Riser                                                  |
| 6450.3900 | Wood Pole Information                                          |
| 6450.7500 | Field Drilling, Roofing, and Treating Wood Poles and Crossarms |

## Sources

### ANSI

O5.1 Wood Poles: Specifications and Dimensions

### IEEE C2-2012 NESC

|            |                                                                                                       |
|------------|-------------------------------------------------------------------------------------------------------|
| Rule 97G   | Bonding of communication systems to electric supply systems                                           |
| Rule 235   | Clearance for wires, conductors, or cables carried on the same supporting structure                   |
| Rule 235C4 | Communication worker safety zone                                                                      |
| Rule 238   | Vertical clearance between certain communications and supply facilities located on the same structure |
| Rule 239D  | Guarding and protection near ground                                                                   |

## List of Changes for 0700.8000

| Date     | Description of Revisions                                       |
|----------|----------------------------------------------------------------|
| 04/26/19 | ▪ Added "Communication Worker Safety Zone" to the definitions. |



**EXHIBIT C**  
**Evidence of Insurance**  
**With**  
**Washington Cities Insurance Authority**

3/10/2025

**Ref#:** 16067

Anacortes Planning, Community, & Economic Development Dept  
Attn: Libby Grage  
904 6th St  
Anacortes, WA 98221

Re: City of Anacortes  
Master Permit for Telecommunications Right of Way Use Permit for ACCESS Anacortes  
Fiber Internet

### **Evidence of Coverage**

The City of Anacortes is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Anacortes. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Anacortes all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,



Rob Roscoe  
Deputy Director

cc: Emily Schuh  
John Coleman  
Jim Lemberg

## EXHIBIT D

# Screenshot from Washington Utilities and Transportation Commission Website

(accessed 1/13/2020, pertinent language highlighted)

Page 1 of 2

The screenshot shows the Washington Utilities and Transportation Commission website. The header is dark blue with the commission's name in white. Below the header is a navigation bar with a search box and a menu icon. The breadcrumb trail reads: Home > Regulated Industries > Utilities > Telecommunications > Register as a Telecom Company. The main heading is 'Register as a Telecom Company'. Under the heading 'Who Must Register', a paragraph states that the UTC regulates and registers companies that provide telecommunications services for hire, sale or resale within the state of Washington. A highlighted section titled 'The following service providers do not need to register:' lists four bullet points: City-owned networks and Public Utility Districts that provide telecommunications; Shared Telephone Providers in apartment buildings, resorts, etc.; Systems integrators, who re-sell some services as part of an equipment package; or Companies with some presence in Washington but no customers in the state. Under the heading 'When to Register', a paragraph states that registration should occur after registering the business and before beginning operations in Washington state. Under the heading 'How to Register', a numbered list provides three steps: 1. Register the company as a business in Washington, with sub-points about seeing the 'Doing Business' web page and obtaining additional licenses; 2. Fill out the UTC's Registration Application, with sub-points about checking the 'Competitive Classification' box and providing the UBI number; 3. Obtain or prepare a balance sheet and an annual report, with sub-points about audited financials and the parent company's obligations.

Washington Utilities and Transportation Commission

Search ...

Home > Regulated Industries > Utilities > Telecommunications > Register as a Telecom Company

## Register as a Telecom Company

### Who Must Register

The UTC regulates and registers companies that provide telecommunications services for hire, sale or resale within the state of Washington.

The following service providers do not need to register:

- City-owned networks and Public Utility Districts that provide telecommunications;
- Shared Telephone Providers in apartment buildings, resorts, etc.;
- Systems integrators, who re-sell some services as part of an equipment package; or
- Companies with some presence in Washington but no customers in the state.

### When to Register

After registering the business, and before beginning operations in Washington state.

### How to Register

1. Register the company as a business in Washington.
  - a. See the "Doing Business" web page at [access.wa.gov](http://access.wa.gov).
  - b. If the company will be digging, hanging cable, etc. additional licenses such as a contractor's license may be necessary. The company may register with the UTC while obtaining other licenses.
2. Fill out the UTC's [Registration Application](#)
  - a. Remember to check the right box under "Competitive Classification" if the company faces competition. Competitive companies are subject to minimal regulation, non-competitive companies are not.
  - b. Provide the UBI number from the [Business Licensing Services](#) at [1-800-451-7985](tel:1-800-451-7985)
3. Obtain or prepare a balance sheet and an annual report (if available) for the company.
  - a. Audited financials are not needed in order to be registered, but a balance sheet is required at a minimum.
  - b. The financial information filed should show that the company is financially capable of providing the services it plans to offer.
  - c. If the company is a new subsidiary, it can use the financial information of the parent company, if the parent also provides a letter guaranteeing the new company's obligations.

## EXHIBIT D

### Screenshot from Washington Utilities and Transportation Commission Website

(accessed 1/13/2020, pertinent language highlighted)

#### Page 2 of 2

4. Submit the information to the UTC [electronically](#) through the Records Center Web Portal. For more information on filing, visit our [Online Records Center](#). For assistance contact the Records Center at [\(360\) 664-1234](#) or [records@utc.wa.gov](mailto:records@utc.wa.gov).
5. If UTC staff have questions they will contact the company representative at the number listed on the application. If not, staff will send a letter and certificate within 30 days from application submission.
  - a. Upon receipt of the application, a confirmation certificate with a docket number will be sent to the company. Check the status of the registration or print a backup copy of the certificate by entering this docket number on our main web page.
6. Remember to file an [annual report](#) and pay the required annual regulatory fees.

#### Form

-  [Registration Application](#)

*Electronically File Form(s) and Cover Letter(s)*

#### Rules and Statutes

Washington State laws and rules governing telecommunications companies include:

- [Telecommunications Laws - RCW 80.36](#)
- [Tariff and Contract Rules - WAC 480-80](#)
- [Telephone Company Rules - WAC 480-120](#)
- [Registration and Classifications Rules - WAC 480-121](#)
- [Universal Service - WAC 480-123](#)

#### Price Lists

##### **Note: Price Lists are No Longer Required**

Companies providing competitively classified services in the state of Washington are no longer required to file price lists with the commission. [Senate Bill 6473](#) eliminated the use of price lists for competitively classified telecommunications services. Companies should communicate with customers using written contracts or customer service agreements.

Companies registering for the first time or adding new services should be sure to indicate what services they offer on their registration or annual report form - no other notification is required.

