

PUBLIC UTILITY DISTRICT NO. 3
OF MASON COUNTY, WASHINGTON
JOINT USE – RULES AND REGULATIONS

The following Joint Use Rules and Regulations establish the expectations, standards, safety requirements, Application process, and rates for Licensees applying to locate communications facilities on utility Poles that are owned and operated by Mason County PUD No. 3 (DISTRICT).

These Joint Use Rules and Regulations are to be viewed in partnership with the District’s Electric Service Rules & Regulations, and Applicable Standards as defined herein.

The Joint Use Rules and Regulations are organized by the following sections:

1. **GENERAL** – Information about adoption and authority of the Joint Use Rules and Regulations.
2. **DEFINITIONS** – Terms that will be consistently used when describing participants, performance requirements, facilities, time frames, and other important issues.
3. **RESERVED CAPACITY** – General concepts and requirements related to the District’s reservation of capacity or space on a Pole as identified and reserved for District utility requirements.
4. **APPLICATION PROCESS** – The process and requirements to apply to attach communications facilities to District utility Poles.
5. **BILLING** – The conditions of billing and charges for Attachments. This section includes billing information and various charges (including Pole Attachment fees and rates, late charges, inspection fees, etc.) related to Attachments. This section also specifies the method of appeal and hearing regarding billing disputes. (*Exhibit A – Joint Use Rate/Fee Schedule.*)
6. **VIOLATIONS** – Description of remedies and associated processes that the District may elect to pursue in the event of violations of the Joint Use Rules and Regulations and/or Pole Attachment License Agreement and/or Permit provisions/conditions.
7. **GUYING** – General requirements for the installation and maintenance of guy wires.
8. **RELOCATION OF DISTRICT ATTACHMENTS** – Describes the policy of relocating the District’s facilities.
9. **TRANSFERS AND RELOCATION OF LICENSEE ATTACHMENTS** – The process for transferring or relocating Licensee’s Attachments if determined necessary by the District.
10. **UNDERGROUND RELOCATION** – The process and requirements for the Licensee to remove its Attachments if the District moves its aerial system underground.
11. **OVERLASHING** – The process, requirements and restrictions related to Overlashing.

12. **SERVICE DROPS** – General requirements for Service Drops.
13. **TAGGING** – The District’s requirement for Tagging of Licensee’s Attachments.
14. **INTERFERENCE TEST EQUIPMENT** – Explanation of Licensee’s requirement to test and report for signal interference.
15. **ENCLOSURES** – The process and requirements to install Pedestals, Vaults and/or other Enclosures near District facilities.
16. **POLE TOP WIRELESS** – General requirements for the installation and maintenance of antennas and other wireless infrastructure on District owned facilities.
17. **MAKE-READY WORK** – At times, a Licensee may request to install communications facilities on a District utility Pole that does not have the appropriate clearance or available space. In some cases, Make-Ready Work can be performed to accommodate the request.
18. **PROFESSIONAL CERTIFICATION** – Describes the process for requiring a Professional Engineer or an employee or contractor of the Licensee who has been approved by the District to complete action related to the Permit Application.
19. **APPEAL PROCESS** – Describes the process for appealing any final Permit decision, action, or requirement; and describes the process for appealing any Notice of Correction, Notice of Violation, or Notice of Fee Imposed.

1. GENERAL

The following Joint Use Rules and Regulations have been adopted by Resolution No. 1730 dated June 3, 2019 and are the effective rules and regulations of Public Utility District No. 3 of Mason County, Washington.

No officer or employee of the District has any authority to waive, alter, or amend in any respect these rules and regulations or any part thereof, or make any agreement inconsistent therewith.

The rates, rules and regulations herein are subject to modification or abolition in the manner prescribed by law or by the Commissioners of the District or by any other legally authorized body having jurisdiction.

2. DEFINITIONS

- a) **APPLICABLE STANDARDS** means all applicable engineering and safety standards and requirements governing the installation, maintenance and operation of facilities and the performance of all work in or around District facilities, as set forth in the District's Joint Use Rules and Regulations (as now existing or hereafter amended), and as set forth by most current versions of National Electric Safety Code ("NESC"), the National Electrical Code ("NEC"), the regulations of the Occupational Safety and Health Administration ("OSHA"), the Washington Industrial Safety and Health Act ("WISHA"), Federal Communications Commission ("FCC"), Federal Aviation Administration ("FAA"), as well as the engineering and safety standards established by the District, and/or other reasonable District provided safety and engineering requirements or other federal, state, municipal, or local authority with jurisdiction over District facilities.
- b) **ATTACHING ENTITY** means any public or private entity, other than the District, who places an Attachment on a Pole to provide communication service.
- c) **ATTACHMENT** per RCW 54.04.045(1)(a) means the affixation or installation of any wire, cable, or other physical material capable of carrying electronic impulses or light waves for the carrying of intelligence for telecommunications or television, including, but not limited to cable, and any related device, apparatus, or auxiliary equipment upon any Pole owned or controlled in whole or in part by the District.
- d) **DISTRICT** means Public Utility District No. 3 of Mason County, or Mason County PUD No. 3, or Mason PUD 3, or Mason 3, or PUD 3.
- e) **GUYING** means guys and anchors that are installed at distribution line dead ends, line angles and at points of unbalanced conductor tensions. Unbalanced conductor tensions occur where the conductor size is changed or where there is an appreciable change in the ruling span. A guy and anchor assembly needs to be designed to hold the entire horizontal component of the load being applied on the structure in the opposite direction of the guy assembly.

- f) MAKE-READY WORK means all work, as mutually agreed between the District and Licensee, to accommodate Licensee's Attachment and/or to comply with all Applicable Standards. As address in the Pre-Construction Meeting, such work includes, but is not limited to, rearrangement and/or transfer of District facilities or existing Attachments, inspections, engineering analysis and work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), or Pole replacement and construction.
- g) OVERLASH means to place or lash or mechanically lash an additional wire or cable onto an existing Attachment owned by Licensee.
- h) PEDESTALS / VAULTS / ENCLOSURES mean above- or below-ground housings that are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices and/or provide a service connection point and that shall not be attached to District-owned Poles, unless otherwise authorized through a separate agreement. Installation must comply with Applicable Standards.
- i) POLE means a Pole owned by the District used for the distribution of electricity and/or communication service that is capable of supporting Attachments.
- j) POLE MOUNTED WIRELESS EQUIPMENT or POLE TOP WIRELESS EQUIPMENT includes antennas, receivers, transceivers, repeaters, Risers, and other wireless communications equipment which is mounted to the Pole.
- k) PRE-APPLICATION MEETING means a meeting scheduled prior to permit submittal, at the request of the prospective applicant, to provide an opportunity to discuss proposal concepts and attempt to identify and/or eliminate potential problems or challenges that are recognized during the meeting. District staff may elect to attend the meeting to discuss related details. This meeting is for basic informational purposes only, and may be scheduled at the District's discretion per request received from a prospective applicant, prior to Application submittal.
- l) PRE-CONSTRUCTION MEETING means all work or operations required by Applicable Standards and/or the District to determine the potential Make-Ready Work necessary to accommodate Licensee's Attachment on a Pole. The Pre-Construction Meeting shall be coordinated with the District and may include Licensee's representative.
- m) RESERVED CAPACITY means Capacity or space on a Pole that the District has identified and reserved for its own utility requirements.
- n) RISER means metallic or plastic encasement materials placed vertically on the Pole mounted standoff bracket to guide and protect communications wires and cables.
- o) SERVICE DROP means a wire or cable which provides services to a single customer as an extension of the Licensee's backbone or distribution network. Service drops are limited to 500 feet in length or less.

- p) SPAN-MOUNTED EQUIPMENT means junction boxes, amplifiers, or other auxiliary equipment which may be mounted to a span, no closer than three (3) feet and no further than six (6) feet from a Pole.
- q) SPAN-MOUNTED WIRELESS EQUIPMENT includes antennas, receivers, transceivers, repeaters, and other wireless communications equipment that is suspended from a span attached to a Pole. Span-mounted wireless equipment is prohibited.
- r) TAG means to place distinct markers on wires and cables, coded by color or other means approved by the District and/or applicable state or local regulations, that will readily identify, from the ground, its owner and cable type.
- s) UNAUTHORIZED ATTACHMENT means any unpermitted Attachment to a District Pole.

3. RESERVED CAPACITY

Access to Assigned Space on District Poles will be made available to Licensee with the understanding that the District may reclaim its Reserved Capacity on giving Licensee at least sixty (60) calendar days' prior notice. The District shall give Licensee the option to remove or relocate its Attachment(s) from the affected Pole(s). At the time of Permit issuance, the District shall make best efforts to notify Licensee if it is subject to Reserved Capacity.

Licensees will be asked to make their first Attachment at the third position (e.g. 64" from the neutral or power). If this will create a violation, Licensees will be asked to make their first Attachment at the second position (e.g. 52" from the neutral or power). If this will create a violation, Licensees will be permitted to make their first Attachment at the first position (e.g. 40" from the neutral or power) unless this creates a violation. In this case, Licensee will be solely responsible for all Make-Ready Work necessary to accommodate its Attachment.

When the District elects to reclaim its Reserved Capacity on a Pole, the District will be responsible for all Make-Ready Work to accommodate its Attachment(s), with the exception of any existing violation. The allocation of the cost of any such Make-Ready Work to remedy existing violations (including the transfer, rearrangement, or relocation of any Attachments requiring a qualified electrical worker) shall be determined as provided in these Joint Use Rules and Regulations.

4. APPLICATION PROCESS

Written Approval of Permit/Installation Plans Required. Except in cases of emergency or as otherwise authorized, before making any Attachments to the District's Poles, and before any Overlashing, an applicant must execute a Pole Attachment License Agreement with the District, must obtain the District's written approval of a Permit/detailed plans for all Attachments and/or Overlashing, and must fully comply with any and all conditions and requirements imposed in conjunction with each Permit approval. Permits shall comply with Applicable Standards as defined herein, and the District's Electric Service Rules & Regulations.

Pre-Application meeting. Prior to submitting an Application for Pole Attachment Permit (“Application”), a prospective applicant may submit a request for a Pre-Application meeting as defined in these Joint Use Rules and Regulations. A Pre-Application meeting may be scheduled at the District’s discretion. The District does not charge for a Pre-Application Meeting.

The District has the following Permit Applications available for use:

- a) Application for Pole Attachment Permit (*use for new Attachments and Overlash Attachments*);
- b) Application for Service Drop (*see specific notice procedure related to Service Drops*); and
- c) Notification of Attachment Removal.

Permit Submittal Requirements. An Application for Pole Attachment Permit (“Application” / “Permit”) shall contain the following items, in addition to any other unique submittal requirements reasonably identified by the District:

- a) Appropriate Application for the type of Attachment requested;
- b) Map overview of general location;
- c) Detail of all existing communication Attachment heights, lowest face of neutral bracket, lowest secondary drip loop, bottom of luminary support, lowest luminary drip loop, lowest energized equipment, top of secondary or primary Riser and proposed new Attachment height (12" spacing);
- d) Detail of existing mid-span heights to include communication, neutral and secondary;
- e) Pole loading analysis for primary Poles (at District’s discretion, must be prepared and stamped by Professional Engineer);
- f) Pole loading analysis for anchor Attachment (at District’s discretion, must be prepared and stamped by Professional Engineer);
- g) Detailed Plans and associated Narrative - Brief written explanation of work proposed;
- h) Schedule Pre-Construction Meeting (if requested by either party) either prior to Application submittal or to be held within the 45-day completeness review period from date of submittal (*Application will be deemed “incomplete” if the Pre-Construction Meeting is not completed within 45-days of date of Application.*)

Permit Review Process. Upon receipt of an Application, the District will review and issue a determination of completeness, or a determination of incompleteness, within forty-

five (45) days of receipt of the Application. A determination of incompleteness shall include a statement of what information/action is needed to make the Application complete. The applicant shall promptly submit any missing information and complete any action detailed in any determination of incompleteness, to enable the District to make a completeness determination within forty-five (45) days of receipt of the original date of Application submittal. Should the applicant fail to achieve complete status within forty-five (45) days from the original date of Application submittal, the Application may be deemed “expired” and may be denied on that basis.

Following a determination of completeness, the District will review the Permit Application, and may discuss any issues with the applicant, for example, Make-Ready Work requirements. Within sixty (60) days from the date a determination of completeness is issued, the District will issue an approval/acceptance in the form of an issued Permit:

- a) without Make-Ready Work required and with no conditions;
- b) without Make-Ready Work required but with conditions (*for example, trench past Pole number; attach at specified height, etc.*);
- c) with Make-Ready Work required and conditions;

OR will issue a denial.

A denial shall include written reasons for denial, which must be nondiscriminatory, based on a finding of insufficient capacity, or based on reasons of safety, reliability, or inability to meet generally acceptable engineering standards and practices. In extraordinary circumstances, and with approval of the applicant, the District may extend the applicable timeframes detailed above. The District’s acceptance of the submitted design documents does not relieve applicant of full responsibility for any errors and/or omissions in the engineering analysis.

Changes / Modifications Requested After Permit Issuance. Should Licensee request changes or modifications to an issued Permit, the District may, in the District’s sole discretion, elect to approve the request (as documented on revised plans) and continue with the existing Permit review process, or deny the request and continue with the existing Permit review process. In the event Licensee’s request is denied, Licensee, at Licensee’s option, may request the Issued Permit be rescinded, which request shall not be unreasonably denied, and submit a new Application, subject to the standard review process and timeline.

Permit as Authorization to Attach – “Permit Issuance”. Upon completion of review and finding that the Application satisfies review criteria, and after receipt of payment for the actual, reasonable, and verifiable costs of any necessary Make-Ready Work (if applicable), the District will sign and return the Permit Application (“Permit issuance”), which shall

serve as authorization for Licensee to make its Attachment(s) after the District has completed all Make-Ready Work (if applicable).

Timing of Construction / Improvements. Licensee must complete all work/improvements authorized by the issued Permit as follows:

- a) Within 120 days from Permit approval/issuance date (in event no Make-Ready Work is required); or
- b) Within 120 days from date Make-Ready Work is completed (in event Make-Ready Work is required); or
- c) any mutually agreed date which District will accommodate in good faith based on showing of need related to third party approvals pending (e.g.: permit approvals) or similar circumstances.

In the event Licensee fails to complete work/improvements within this timeline, the District may rescind/cancel the issued Permit, and issue notice requiring Licensee to remove any and all partially completed work/improvements.

Timing of As-Built Documentation Submittal and Final Permit Approval. Licensee must submit as-builts for any changes in design or construction under a permit and all other required inspections and documentation in order to receive a Final Permit approval as follows:

- a) Within 140 days of Permit issuance when Make-Ready work is not required (120 days to complete work from date of Permit issuance, plus 20 days to complete and submit as-builts and all other required inspections/documentations); or
- b) Within 140 days of completion of Make-Ready work (120 days to complete work from date Make-Ready work completed, plus 20 days to complete and submit as-builts and all other required inspections/documentation), or
- c) any mutually agreed date which District will accommodate in good faith based on showing of need related to third party approvals pending (e.g.: permit approvals) or similar circumstances.

In the event Licensee fails to submit as-builts and all other required documentation within this timeline, the District at its option may pursue all remedies detailed in the Pole Attachment License Agreement or herein.

Upon satisfying all requirements and approval of submitted as-built, the District will issue a final Permit approval.

Notice of Correction. If the District determines corrections are required, the District shall provide written notice of required corrections. Licensee shall complete required corrections within the earlier of sixty (60) calendar days of date of Notice of Correction, or sixty (60) calendar days from the date additional required Make-Ready Work is completed, or other mutually agreed date which District will accommodate in good faith based on showing of need related to third party approvals pending (e.g.: permit approvals) or similar circumstances. Such completed corrections shall be clearly shown on updated as-built and any other required documentation, submitted within the completion timeline specified in this paragraph.

Licensee's failure to complete all corrections within the applicable due-date specified in this section (with all corrections to be detailed on updated as-built and any other required documentation submitted on or before the due-date) provides a basis for the District to revoke/rescind the issued Permit, and to require removal of work/improvements completed. In addition, the District at its option, may pursue all remedies detailed in the Joint Use Rules and Regulations, including but not limited to remedies specified in the "Violations" section of the Joint Use Rules and Regulations.

Treatment of Multiple Requests for Same Pole. If the District receives Permit Applications for the same Pole from two or more prospective Licensees within sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification or replacement of the Pole, the District will allocate among such Licensees the applicable costs associated with such modification or replacement.

Allocation of Costs. Make Ready Costs shall be allocated to the District and/or Licensee and/or other Attaching Entity on the following basis:

- a) If a Pole must be modified or replaced for reasons unrelated to the use of the Pole by Licensee (e.g., storm, vehicle accident, deterioration), the District shall pay the costs of such modification or replacement.
- b) If the District intends to modify or replace a Pole solely for its own requirements, the District shall be responsible for the costs related to the modification/replacement of the Pole.
- c) If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for the actual, reasonable and verifiable costs related to the modification or replacement of the Pole.
- d) If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than the District or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or Pole replacement.
- e) If there is a safety violation by one or more Licensees identified, those Licensees

in violation will evenly share all costs associated with the Make Ready Work to bring the existing Attachments into compliance before costs are allocated to new or modifying Attaching Entity (as applicable) as described herein.

- f) All costs associated with the transfer and/or relocation of District and Licensee Attachment are addressed herein.

5. BILLING

The District shall invoice Licensee for each individual Attachment annually.

The District will submit to Licensee an invoice for the annual rental period on or about July 1 of each year. Each annual rental period shall be July 1 through June 30 of the next year. The invoice shall set forth the total number of the District's Poles and specific number of Attachments per Pole on which Licensee was issued and/or holds a Permit(s) for Attachments during such annual rental period, including any previously authorized and valid Permits.

- 5.1 **Payment for Work.** Licensee will be responsible for payment of all reasonable, actual and verifiable costs to District for all work the District or District's contractors perform pursuant to the Pole Attachment License Agreement to accommodate Licensee's communications facilities.
- 5.2 **Advance Payment.** At the discretion of the District, Licensee may be required to pay in advance all reasonable costs, including but not limited to construction, inspections and Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's communications facilities pursuant to the procedures set forth in these Joint Use Rules and Regulations.
- 5.3 **True Up.** Wherever the District, at its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of Licensee and the actual cost of activity exceeds the advance payment of estimated expenses, Licensee agrees to pay the District for the difference in cost. To the extent that the actual cost of the activity is less than the estimated cost, District agrees to refund to Licensee the difference in cost.
- 5.4 **Determination of Charges.** Wherever the Licensee is required to pay for work done or contracted by the District, the charge for such work shall include all reasonable actual and documented material, labor, engineering and applicable overhead costs. The District shall bill its services based upon actual costs, and such costs will be determined in accordance with generally accepted accounting principles (GAAP) as used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor costs per hour, number of persons employed by classification, materials used, cost of materials, and work completed. If Licensee was required to perform work and fails to perform such work

necessitating its completion by the District, the District may charge Licensee for completion of such work, in accordance with the provisions enunciated above.

Billing for Transfers Performed by the District. If the District performs the transfer(s), the District will invoice the Licensee for actual, reasonable and documented costs. Licensee shall reimburse the District within forty-five (45) calendar days of the billing date of the invoice.

6. VIOLATIONS – NOTICE OF VIOLATION – NOTICE OF CORRECTION – NOTICE OF ABANDONMENT/REMOVAL

Any unauthorized Attachment or other violations herein, and any noncompliance with any Attachment License Agreement and/or Permit may, in the District's discretion, be required to be brought into compliance before any future Applications submitted by, or on behalf of the Licensee (*or submitted by any person or entity reasonably associated with the Licensee*) will be processed by the District. In the event of violations or noncompliance with any term of any Attachment License Agreement or Permit, the District may elect, upon consideration of the nature and severity of the violations or noncompliance, to pursue remedies and/or reimbursement, including:

- a) Unauthorized Attachment Inspection Fee assessment per group/site in amount per rate/fee schedule, separate from and in addition to the Pole Attachment Rate (see **Exhibit A**);
- b) Suspension of review of any new Applications;
- c) District removal of unauthorized Attachment(s) and reimbursement to District for all costs and staff time incurred;
- d) Action taken by District to require removal of unauthorized Attachment and reimbursement to District for all fees, rates, and costs incurred, including but not limited to judicial action for injunctive relief / specific performance;
- e) Revocation of any Permit issued pursuant to any Attachment License Agreement;
- f) Termination of Attachment License Agreement;

Notice of Violation. If Licensee's Attachments, or any part thereof, are installed, used or maintained in violation of the License Agreement or Applicable Standards, Licensee shall correct the violation(s) within sixty (60) calendar days from the date of written notice of the violation(s) from the District or other date as specified in the notice of violation, subject to the expedited provision for immediate threat detailed below. If the nature of the violation is such that correction of the violation cannot reasonably be completed within sixty (60) days, the District and Licensee may agree that the Licensee shall commence corrective action within the sixty (60) day period, and complete all corrective action pursuant to a schedule approved by the District. The District will notify Licensee in writing prior to the District performing corrective work. However, when the District reasonably believes that violation(s)

pose an immediate threat to the safety of any person or property, interfere with the performance of District's service obligations, or pose an immediate threat to the physical integrity of District facilities, the District may perform corrective work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable thereafter, the District will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all actual and documented costs incurred by the District in taking action pursuant to this provision including overtime rates incurred by the District.

Notice of Correction. With respect to a Notice of Correction issued based on the District's review of as-builts or other documentation of construction performed under a recently issued Permit, corrective action must be completed either within sixty (60) calendar days from the date of Notice of Correction, or other date as specified in the Notice.

Notice of Abandonment or Removal of District Facilities. With respect to District action to abandon, remove or underground any District facilities to which any third party Attachments are attached, the District will provide written Notice of Abandonment/Removal, and the action detailed in the Notice of Abandonment/Removal must, unless otherwise specified, be completed within sixty (60) calendar days of the date of notice, as specified in the notice.

7. GUYING

The use of Guying to accommodate Licensee's Attachments shall be provided by and at the expense of Licensee and to the satisfaction of the District. Licensee shall not attach its guy wires to District's anchors without prior written permission of District. If permission is granted, make-ready charges, engineering evaluation and similar charges may apply.

8. RELOCATION OF DISTRICT ATTACHMENTS

The District shall not relocate its Attachments or modify/replace its Poles for the benefit of Licensee, provided, however, any denial by the District for modification of the Pole is based on nondiscriminatory standards of general applicability.

9. TRANSFERS AND RELOCATION OF LICENSEE ATTACHMENTS

If the District reasonably determines that a transfer or relocation of Licensee's Attachment(s) is necessary, Licensee agrees to allow such transfer or relocation. The District is solely responsible for the transfer and/or relocation of its Attachments.

Distribution of Costs. The costs for any rearrangement or transfer of Licensee's Attachments or the replacement of a Pole (including any related costs for tree cutting or trimming) shall be allocated to the District and/or Licensee and/or other Attaching Entity on the following basis:

If the District intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification/replacement of the Pole. Licensee, however, shall be responsible for all costs associated with the rearrangement or transfer of

Licensee's Attachments. Prior to making any such modification or replacement The District shall provide Licensee written notification of its intent in order to allow Licensee a reasonable opportunity to elect to modify or add to its existing Attachment. Should Licensee so elect, it must seek the District's written permission per this Agreement. The notification requirement of this paragraph shall not apply to routine maintenance or emergency situations. If Licensee elects to add to or modify its Attachments, Licensee shall bear the total incremental costs incurred by The District in making the space on the Poles accessible to Licensee.

If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than the District or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or Pole replacement, as well as the costs for rearranging or transferring Licensee's Attachments. Licensee shall cooperate with such third-party Attaching Entity to determine the costs of moving Licensee's facilities.

If the Pole must be modified or replaced for other reasons unrelated to the use of the Pole by Attaching Entities (e.g., storm, accident, deterioration), the District shall pay the costs of such modification or replacement; provided, however, that Licensee shall be responsible for the costs of rearranging or transferring its Attachments. If the modification or replacement of a Pole is necessitated by the requirements of Licensee, Licensee shall be responsible for the costs related to the modification or replacement of the Pole and for the costs associated with the transfer or rearrangement of any other Attaching Entity's Attachments. The District shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Attachments pursuant to this paragraph.

Transfers or Relocations Performed by District. In such instances where a transfer or relocation is requested, the District will require Licensee to perform such transfer or relocation within sixty (60) calendar days after notice from the District. If Licensee fails to transfer or relocate its facilities within sixty (60) calendar days after such notice from the District, the District shall have the right to transfer or relocate Licensee's facilities and bill Licensee as Make-Ready Work.

The District shall not be liable for damage to Licensee's facilities except to the extent provided in the underlying Pole Attachment License Agreement. The sixty (60) day notification shall not apply to emergency situations, in which case the District shall provide such notice as is practical given the urgency of the particular situation. The District shall provide written notice of any actions taken by the District in response to emergency situations within twenty (20) days of the occurrence.

Irrespective of who owns them, Licensee is responsible for the transfer or relocation of facilities that are Overlashed onto Licensee's Attachments. At the option of the Licensee, the District can be contracted to perform all such transfer or relocation work as part of the normal course of business. The District will bill Licensee at the District's cost. If Licensee chooses this option a separate agreement must be executed with the District.

Billing for Transfers or Relocations Performed by District. If the District performs the transfer(s) or relocation(s), the District will invoice the Licensee for actual costs. Licensee shall reimburse the District within forty-five (45) calendar days of the billing date of the invoice.

10. UNDERGROUND RELOCATION

If the District moves any portion of its aerial system underground, Licensee shall remove its Attachments from any affected Poles within sixty (60) calendar days of notice from the District, unless otherwise specified, and either relocate its affected Attachments underground with the District through a joint trench agreement or find other means to accommodate its Attachments. Licensee's failure to remove its Attachments shall be addressed pursuant to the violation section of these Joint Use Rules and Regulations.

11. OVERLASHING

A Permit shall be obtained for each Overlapping. Absent such authorization, Overlapping constitutes an unauthorized Attachment and is subject to the Unauthorized Attachment Inspection Fees as specified in these Joint Use Rules and Regulations.

In the event of an emergency or for general maintenance purposes, Licensee may Overlap its equipment without obtaining a Permit prior to Overlapping. Such Overlapped cable shall not constitute an unauthorized Attachment and shall not be subject to the Unauthorized Attachment Inspection Fees specified in these Joint Use Rules and Regulations. Such Overlapped cable shall not exceed four (4) span lengths per incident and shall be subject to all other terms and conditions of the Pole Attachment License Agreement including inspection by the District pursuant to Licensee Overlapping. Licensee shall provide written notice to the District of all such emergency or general maintenance Overlapping allowed by this paragraph within twenty (20) days of completion of work.

If Licensee demonstrates that the Overlapping of Licensee's Attachment(s) is required to accommodate Licensee's communications facilities, the District shall not withhold Permits for such Overlapping if it can be done consistent with the Permit issuance conditions as follows: that (i) it has sufficient capacity to accommodate the requested Attachment(s), (ii) Permitting the Attachment(s) is consistent with safety and reliability, and (iii) Licensee meets all generally applicable engineering standards and practices. Overlapping performed pursuant to this paragraph shall not increase the annual Pole Attachment Rate and fees. Licensee, however, shall be responsible for all Make-Ready Work and other charges associated with the Overlapping but shall not be required to pay a separate annual Pole Attachment Rate and fees for such Overlapped Attachment.

If Overlapping is required to accommodate facilities of a third party, such third party must enter into a Pole Attachment License Agreement with the District and obtain Permits and must pay a separate Pole Attachment Rate and fees pursuant to the Joint Use Rules and Regulations as well as the costs of all necessary Make-Ready Work required to accommodate the Overlapping. No such Permits to third parties may be granted by the

District allowing Overlapping of Licensee's communications facilities unless Licensee has consented in writing to such Overlapping. Overlapping performed under this paragraph shall not increase the Rate and fees and charges paid by Licensee. Nothing shall prevent Licensee from seeking a contribution from an Overlapping third party to defray Rate, fees and charges paid by Licensee.

Make-Ready Work procedures shall apply, as necessary, to all Overlapping.

12. SERVICE DROPS

Licensee shall submit a Service Drop Application within twenty (20) days after the Attachment is made.

Failure to comply with this section may result in action as provided in the Violation Section.

13. TAGGING

Licensee shall Tag all of its Attachments per the District's standards upon installation of such Attachments.

14. INTERFERENCE TEST EQUIPMENT

Licensee shall maintain test equipment to identify signal interference and shall not identify the District as the source of such interference absent a test report verifying the source.

15. ENCLOSURES

Licensee shall not place Pedestals, Vaults and/or other Enclosures on or within six (6) feet of any Pole or other District facilities, unless lesser distance is required by other governing agencies.

If the District installs or relocates District facilities within six (6) feet from Licensee's existing Pedestal, Vault, and/or Enclosure, Licensee shall not be in violation of this section.

In some cases, equipment and/or enclosures may be authorized to be placed on District Poles through a separate agreement.

16. POLE TOP WIRELESS

General requirements for the installation and maintenance of antennas and other wireless infrastructure on District facilities.

16.1 General Requirements. All third-party commercial communication antenna/radio Attachments must adhere to these standards; be party to a District Pole Top Wireless License Agreement; and receive prior approval from the Joint Use Administrator.

All installations must meet all Applicable Standards and permitting requirements. Licensee is solely responsible for identifying and obtaining all permits and permissions at their sole expense.

It is the responsibility of the communication applicant to give prior notification to property and business owners and residents in the area who will be affected by the installation. It is the sole responsibility of the applicant to resolve any and all complaints resulting from the installation, including complaints related to the increased pole height, impaired views, visibility issues, or other operation of the equipment.

16.2 Pole Top Wireless Standards. The District does not allow antenna/radio installations in the Communication Zone or Communication Worker Safety Zone. All installations must be above the electric supply space on a Pole of sufficient height to allow for minimum vertical separation from antenna to electric conductors.

Pole Top Wireless and associated hardware must be located a minimum of nine feet (9') above the highest primary voltage (7.2 kV) or a minimum of five feet (5') above the highest secondary voltage (<600 V) electric Attachment or guy wire on the Pole.

Pole Top Wireless installations are not allowed on "Complex Poles." Complex Poles includes but are not limited to: Poles with reclosers, regulators, capacitors, three-phase or V-phase transformer banks, primary cable terminations, underground primary Risers, primary switches, primary metering, line-buck framing, multi-circuit framing, 115kV infrastructure, or other locations where adequate clearance is not available.

Poles with one single-phase transformer may be considered Complex Poles at the District's discretion. The District Joint Use Administrator will evaluate a Pole for allowable Attachment options.

In general, non-complex tangent Poles, guy-stub Poles, or wood light Poles are the preferred facility for Pole Top Wireless installations. Service Poles and/or streetlight-only Pole locations may be used if this is the only option available.

The Licensee is responsible to provide a Professional Engineer's certification of loading and guying requirements to ensure the Pole is properly anchored and stable to bear the proposed equipment.

The Licensee is responsible to pay the full cost of all necessary Make-Ready Work to prepare the Pole for the Pole Top Wireless equipment.

Pole Top Wireless installations must be on truck accessible Poles located within the public right of way ("ROW").

Only one wireless carrier is allowed per Pole.

All Electric service for the site shall be metered and meet all requirements of the District's Service Rules and Regulations. Metering gear, remote radio units (RRU) and associated equipment shall be pedestal or ground mounted and no closer than six (6') feet to a Pole and be situated to not interfere with down guys and anchors.

In some instances, at the discretion of the District, communications equipment associated with the antenna may be mounted in the communications space on the pole, provided it does not require an electric revenue meter, weighs no more than 500 lbs., and does not over load the pole, nor impede the pole climbing space. All such electric services and associated equipment shall meet the requirements of the District Joint Use Standards, the District's Service Rules & Regulations, and is subject to rates and fees associated with unmetered electric service.

Installations shall not impede the climbing space on the Pole. All communication conductor must be installed in PVC conduit on standoff brackets. See the District's Joint Use Standards.

All metallic parts of the Pole Top Wireless equipment on the Pole shall be bonded together, and to the District's system neutral or pole ground. Bracket arm shall be bonded to pole ground. If no system neutral is present, a pole ground must be installed to a dedicated ground rod (electric service ground rod cannot be used).

16.3 Safety Processes & Requirements. All work associated with the construction and maintenance of any and all equipment above the Communication Space must be performed by a qualified electrical worker, adhere to all pertinent OSHA rules and regulations, and be performed at the sole expense of the Licensee.

A site safety plan must be approved by a District representative. A pre-work tailboard meeting must occur with a District representative from the Operations or Safety Departments before personnel approaches and passes through the Communication Worker Safety Zone. The District may elect to have an inspector on site while work is performed at the sole and exclusive expense of the Licensee.

All entry of personnel and materials into and through the Communication Worker Safety Zone must be clearly announced and acknowledged over the District's radio network. Work completion and the clearance of the Communication Worker Safety Zone must also be announced and acknowledged over the District's radio network. The upstream overcurrent electrical device (e.g. recloser, breaker) may be set to Hot Line Tag while work is being performed on site. Any and all safety-related system operations will be performed at the sole expense of the Licensee.

Licensee must install and maintain signage made of a non-corrosive and durable material, suitable for outdoor use and resistant to ultraviolet radiation that indicates

the name of the equipment owner and operator; 24-hour emergency contact information; potential for RF exposure including horizontal and vertical distance from the antenna at which it is safe to work continuously; a unique identified for the site; and emergency shut off details. All signage must be approved by the District's Joint Use Administrator and meet all applicable ANSI and FCC standards.

Licensee must install and maintain a clearly marked load-break (UL- listed) disconnect switch located on the communication pedestal or at a location on the Pole that is operable from the ground to de-energize the Pole Top Wireless antenna/RF emitter (operational and backup power) without notification and at the District's discretion, during situations where District personnel will be working on or around the Pole. The switch must be readily accessible and capable of being locked in either the open or closed position and include a standard District double hasp with lock from the Licensee (allowing operation of switch by either party). The disconnect switch blades, jaws, and air-gap between them shall all be clearly visible when the switch is in the open position.

17. MAKE-READY WORK

- 17.1 Estimate for Make-Ready Work.** In the event the District determines that it can accommodate Licensee's request for Attachment(s), including Pole Top Wireless and/or Overlapping of an existing Attachment, it will advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.
- 17.2 Payment of Make-Ready Work.** Upon completion of the Make-Ready Work, the District may invoice Licensee for District's actual reasonable, and documented cost of such Make-Ready Work.
- 17.3 Establishment of Deposits.** At the District's discretion, the District may require a Licensee to pay a deposit sufficient to cover the District's estimated Make-Ready Work. Upon completion, Licensee shall pay the District's actual, reasonable and documented cost of Make-Ready Work or the District will refund the difference if the deposit is more than the actual cost.
- 17.4 Who May Perform Make-Ready Work.** Make-Ready Work shall be performed only by the District and/or a contractor authorized by the District to perform such work and will be done in the order the Permits are issued. If the District cannot perform the Make-Ready Work to accommodate Licensee's communications facilities within forty-five (45) calendar days of the District signing the Permit Application, Licensee may request the District to contract out the Make-Ready Work to a qualified contractor. If the District agrees to contract out the Make-Ready Work, the District shall solicit bids from qualified contractors to perform the work. Upon receipt of bids, the Licensee shall be required to deposit in advance the estimated costs of Make-Ready Work based upon the bid amount plus District's anticipated

administrative costs incurred in awarding the bid and administering the contract. In such case, upon completion of the work, Licensee shall pay District's actual cost of Make-Ready Work. If the actual cost of the work is less than the deposit, the balance will be refunded to the Licensee.

17.5 Scheduling of Make-Ready Work. In performing all Make-Ready Work to accommodate Licensee's communications facilities, the District will endeavor to include such work in its normal work schedule. In the event Licensee requests that the Make-Ready work be performed on a priority basis or outside of District's normal work hours, and in the event the District is willing and able to so perform, Licensee agrees to pay any resulting increased actual, reasonable and documented costs. Nothing herein shall be construed to require performance of Licensee's work before other scheduled work or the District service restoration.

17.6 Licensee's Installation/Removal/Maintenance Work. All of Licensee's installation, removal and maintenance work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of District's Poles or other facilities or other Attaching Entity's facilities or equipment attached thereto. All such work is subject to the insurance requirements of Pole Attachment License Agreement.

All of Licensee's installation, removal and maintenance work performed on District's Poles or in the vicinity of other the District facilities, either by its employees or contractors, shall be in compliance with all Applicable Standards. Licensee shall assure that any person installing, maintaining, or removing its Attachments is fully qualified and familiar with all Applicable Standards.

18. PROFESSIONAL CERTIFICATION

In the District's discretion, as part of the Permit Application process and at Licensee's sole expense, a qualified and experienced Professional Engineer, or an employee or contractor of Licensee who has been approved by District, may be required by the District to complete certain actions related to the Permit Application or associated work (for example: participate in Pre-Construction Meeting; complete Pole loading analysis). The Professional Engineer's, (or approved employee/contractor as described above), qualifications must include experience performing such work, or substantially similar work, on electric transmission or distribution systems.

19. APPEAL PROCESS

Appeal of Permit Decision or Notice of Correction; Appeal of Notice of Violation; Appeal of Fee Imposed. An applicant, or recipient of any Notice of Correction, Notice of Violation, or Fee imposed may appeal a Permit decision or Notice of Correction, Notice of Violation, or Fee imposed to the District's hearing officer. The hearing officer is designated by the manager and approved by the Board of Commissioners. A notice of appeal shall be

submitted in writing, received at the District's office, within twenty-one (21) calendar days of the Permit decision, Notice or Fee being appealed. The appeal shall clearly state: **a)** the name and contact information of the appealing party; **b)** the specific Permit decision, Notice or Fee at issue (including any Permit or Notice number or Invoice identification and date of action); **c)** a description of the basis for the appeal and desired manner of resolution; and **d)** any authority cited to support the appeal. A date for the appeal hearing shall be set to occur within sixty (60) calendar days of the day the appeal is received by the District, and notice of the appeal hearing shall be issued no less than ten (10) calendar days prior to the date of the appeal hearing, excluding the appeal hearing date. At the appeal hearing, the applicant shall have the right to present the appeal and whatever evidence is relevant to the appeal. District personnel shall present the District's position to the hearing officer. A decision will be issued by the hearing officer in writing, stating the information considered and basis for the decision. The applicant may submit a written request to have the District's Board of Commissioners review the hearing officer's decision. A date for Board consideration of the hearing officer decision shall be set to occur within sixty (60) calendar days of the day the written request is received by the District, and notice of the date for Board consideration shall be issued no less than ten (10) calendar days prior to the date of the Board consideration, excluding the Board consideration date. The Board, in its discretion, may affirm, modify or reverse the hearing officer's decision.



EXHIBIT A Joint Use Rate/Fee Schedule

Rates and Fees

Pole Attachment Rate (per attachment* – billed annually)	\$22.00
Unauthorized Attachment Inspection Fee:	
1-3 Immediately Adjacent Poles (flat fee – billed when work performed)	\$110.00
4-6 Immediately Adjacent Poles (flat fee – billed when work performed)	\$220.00
Greater than 6 Poles	<i>All costs and staff time at standard billable rate</i>
Make-Ready Work	<i>All costs and staff time at standard billable rate</i>
Attachment Transfers	<i>All costs and staff time at standard billable rate</i>
Pole Loading Analysis	<i>All costs and staff time at standard billable rate</i>
District Removal of Unauthorized Attachments	<i>All costs and staff time at standard billable rate</i>
Failure to Maintain Emergency Contact Fee	\$100.00

*RCW 54.04.045(1)(a)

ALTERATIONS: This schedule may be revised, supplemented, or otherwise modified only by action of the Commission. In emergency situations, the manager of the District may make such reasonable modifications as they deem necessary provided, however, such modifications are reported to the Commission at its next official meeting.

Effective July 1, 2019