

**EXPLANATION OF
MEUW MODEL WIRELESS ATTACHMENT AGREEMENT**

TO: Tim Heinrich, Executive Director
Municipal Electric Utilities of Wisconsin

FROM: Boardman & Clark LLP
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**PART ONE
OVERVIEW AND ANALYSIS**

I. Introduction

The MEUW Model Wireless Attachment Agreement (“**Model Agreement**” or “**Agreement**”) has been created for, and under the direction of, the Municipal Electric Utilities of Wisconsin (“**MEUW**”). It covers attachments of wireless antennas and accompanying equipment to municipal electric and streetlight poles. In general, the Model Agreement does not cover requests for access to public rights-of-way; those requests and related issues are addressed in the MEUW Model Ordinance for Wireless Communications Facilities in the Right-of-Way (“**Model Ordinance**”), which was previously made available to MEUW members.

While the original MEUW Model Pole Attachment Agreement, which was drafted over 20 years ago, covered solely *wireline* communications attachments, it served as one of the starting points for the *wireless* Model Agreement. Thus, you will note that the two model agreements have essentially the same structure. The necessity to develop a new agreement dedicated to wireless attachments stems from a change in the wireless cellphone industry. Until somewhat recently, wireless carriers sited their antenna equipment on privately and publicly owned property outside of local right-of-way primarily on new or pre-existing communications towers or on municipal water towers. With the advent of 5G technology, carriers have found the need to place their wireless facilities (especially small wireless facilities) in local right-of-way on streetlight poles and electric poles, among other things.

Because the nature and size of wireless communications facilities are vastly different from wireline communications facilities, the older wireline attachment agreement cannot be used in its entirety. Therefore, at MEUW’s request, Anita Gallucci

and Julia Potter of Boardman & Clark, LLP (“**BC**”), with the assistance of the Group Representatives for this project,¹ have developed the new Model Agreement. Bruce Beth from Forster Engineering helped to develop the technical specifications in Appendix C to the Model Agreement as well as the pole drawings. We have recognized throughout this project that individual MEUW members will likely need to make certain changes to the Model Agreement so that it best fits the member’s specific circumstances. You will note that “optional” provisions have been included in the Agreement to aid in that effort. It was our aim to make the Agreement as user friendly as possible.

II. Legal Background

A. Applicability of State and Federal Law to Pole Attachments

Just as the need for the Model Ordinance arose, in part, due to significant changes in state and federal law with respect to municipal regulation of small wireless facilities in local right-of-way, the need for the Model Agreement arose for much the same reasons. The Model Agreement, therefore, was drafted to conform in large part to applicable state law, especially Wisconsin’s Small Wireless Facilities Statute, Wis. Stat. § 66.0414 (“**Wireless Statute**”). The draft was prepared with an understanding of the 2018 Federal Communications Commission’s (“**FCC**”) Order *In the Matter of Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment, Declaratory Ruling and Third Report and Order*, WT Docket No. 17-79, WC Docket No. 17-84, FCC 18-133, 2018 WL 4678555 (released Sept. 27, 2018) (“**FCC Order**”). However, as the Wireless Statute was adopted about ten months after the FCC Order addressing local regulation of small wireless facilities on the federal level, we have focused on the Wireless Statute, even where it may differ from federal law.²

With respect to poles owned by a municipality, the Wireless Statute imposes certain restrictions on a municipality’s ability to regulate the use of such municipally owned poles. The statute makes a distinction between governmental poles used for electric distribution service (“**MEU Poles**”) and those that are not (e.g., traffic control poles and signs) and applies different rules depending on whether or not the pole is operated by a municipal electric utility (“**MEU**”) or directly by the municipality. While the Wireless Statute is not entirely clear, it appears that streetlight poles can fall into

¹ The Group Representatives for this MEUW 5G Project are: Eric Miller (Kaukauna); Nick Kumm (Marshfield); Joe Pickart (Oconomowoc); Rick Wicklund (Sun Prairie); and Chad Renly (Evansville). We would like to thank all the Group Representatives for their work on this project.

² We believe this to be a reasonable approach, given that the wireless industry, which championed the Wireless Statute, was well aware of the differences between the statute and the FCC Order and, therefore, are unlikely to challenge the Wireless Statute on the grounds that it is pre-empted or invalidated by the federal law. Moreover, Wisconsin’s Wireless Statute is in most instances stricter than the FCC Order.

either category depending on whether the municipality that owns the poles operates an electric distribution utility.

An important distinction exists between a municipal regulation (i.e., ordinance) and an arm's length agreement negotiated between the MEU and a prospective attaché to a MEU Pole. As discussed below, the Model Agreement may depart from the regulatory aspect of the Wireless Statute with the intention that a wireless carrier may agree in the negotiation of an individual agreement with the pole owner's reasonable requests.

B. Wireless Statute Provisions Affecting MEU Poles

The Wireless Statute contains provisions that apply specifically to MEU Poles, which are referred to in the statute as "utility poles for designated services."³ Those provisions pertain to: the permit application fee, the annual license fee, the attachment of micro wireless facilities, and the application of the FCC's make-ready rules.

1. Permit Application Fee

There is a significant difference between the FCC Order and the Wireless Statute when it comes to the fee that may be charged for a permit application and what sort of permits need to be covered by that fee.

The FCC Order sets a presumptively reasonable cap on the permit application fee at \$500 for the first five small wireless facilities, with an additional \$100 for each small wireless facility beyond five. If the application is for the installation of a new pole in the right-of-way, the presumptively reasonable limit is \$1,000 per pole (under the Wireless Statute the fee cap is also \$1,000). This is only a "presumptively reasonable" limit, so if the municipality's actual reasonable costs exceed that limit, it may charge a higher amount. If that higher amount is challenged by the wireless provider, however, the municipality has the burden to justify the amount. In addition, the FCC Order makes clear that these presumptively reasonable limits apply to *all* applicable permit application fees, such as the fees for excavation permits, building permits, right-of-way access permits, and permits for the use of government property in local right-of-way (e.g., municipally owned poles).

The Wireless Statute takes a different approach from the federal law. It recognizes a difference between an application for a permit to access local right-of-way

³ Section 66.0414(1)(y) defines the term to mean a "utility pole owned or operated in a right-of-way by the state, [or] a political subdivision . . . that is designed to, or used to, carry electric distribution lines, or cables or wires for telecommunications, cable, or electric service." It does not include an "electric transmission structure." Wis. Stat. § 66.0404(1)(x).

(see Wis. Stat. § 66.0414(3)) and the fees associated with seeking to attach to (or “collocate” on) a MEU Pole (see Wis. Stat. § 66.0414(4)). Thus, unlike the FCC Order, the Wireless Statute does not put a total cap on all of the permit fees associated with placing a small wireless facility in the right-of-way, whether on a municipally owned structure or not.

With respect to the maximum amount a municipality may charge a wireless provider for an initial permit to attach to a MEU Pole, the Wireless Statute is silent. However, the general principle underlying the Wireless Statute and the FCC Order is that charges must be reasonable and reflect the pole owner’s actual costs. The Model Agreement sets the permit application fee for an initial attachment request at \$300 per pole (with a 2% annual escalator). This fee is to cover the MEU’s costs to review the application, to request additional information where necessary, to conduct a field survey of the affected pole, and to analyze any technical information provided by the wireless provider (e.g., a pole-loading analysis if submitted with the application). The Group Representatives determined that for their utilities (small, medium, and large) \$300 was a reasonable amount. Each individual MEU should make that determination for itself and adjust this amount either up or down depending on its anticipated costs.

2. License Fee

With regard to the annual license fee for attaching to municipally owned poles, the Wireless Statute again departs from the FCC Order and distinguishes between MEU Poles and non-MEU Poles. With regard to non-MEU Poles, the Wireless Statute sets an absolute cap of \$250 per year per small wireless facility and provides for a set escalator in future years.⁴ Wis. Stat. § 66.0414(4)(d).

On the other hand, the Wireless Statute does not set a maximum annual license fee for attaching to MEU Poles. The license fee is to be determined through a pole attachment agreement negotiated between the MEU and the wireless provider. Wis. Stat. § 66.0414(4)(c). Disagreements over the level of the rate are to be resolved by the Public Service Commission of Wisconsin (“PSC”), using the complaint process already established in Wis. Stat. § 196.04. *Id.*

The Model Agreement sets the annual license fee at \$250 per pole (with a 2% annual escalator). The operative rate-setting standard that the PSC must apply when considering a complaint filed pursuant to Wis. Stat. § 196.04 is that the rate must be “reasonable.” The Group Representatives believe that \$250 is a reasonable rate, especially in light of the fact that it is the same as the cap set for non-MEU poles.

⁴ The FCC Order sets an annual fee of \$270 per small wireless facility as the presumptively reasonable amount.

3. Make-Ready Work

The Wireless Statute mandates that MEUs follow the federal rules and regulations regarding make-ready work. Wis. Stat. § 66.0414(4)(f). Those rules, which were promulgated pursuant to the federal Pole Attachment Act, 47 U.S.C. § 224, have never been applied to MEU Poles in Wisconsin because MEU Poles are explicitly carved out of the federal law. This is the so-called “Municipal Exemption.” While the FCC is required to recognize the Municipal Exemption, a state may choose to ignore it, which is what Wisconsin has done by adopting the Wireless Statute.

The federal rules⁵ are detailed and complex and deal with such things as who can perform make-ready work and when certain actions related to the make-ready work (such as issuing or denying an attachment permit) need to be done. A full description of these rules is beyond the scope of this memorandum. However, the Model Agreement is drafted to conform as much as reasonably possible to the federal rules, departing from the rules only when absolutely necessary to meet the MEU’s particular circumstances. Because the rules were drafted initially to accommodate wireline attachments and to apply to poles owned by investor-owned utilities, with vast service territories and with significantly greater financial, technical, and workforce resources, there are instances where these rules simply do not reflect the circumstances of a MEU. As long as these departures from the federal rules are reasonable and reflect prudent utility practice, which we believe they do, most wireless providers should be willing to agree to them or work out a reasonable compromise.

4. Micro Wireless Facilities, Routine Maintenance, and Like-for-Like Replacements

The Wireless Statute prohibits a municipality from requiring an application, permit, fee, or any other approval for: micro wireless facilities, routine maintenance, or like-for-like replacements of small wireless facilities. Wis. Stat. § 66.0414(3)(e). We read this provision to apply to approvals required for use of local right-of-way rather than attachment to MEU Poles. With regard to each of these items, the Model Agreement has been carefully drafted to reflect the Group Representatives’ desire to follow prudent utility practice and to propose agreement provisions that should not pose an unreasonable burden on the wireless providers.

A micro wireless facility is a class of small wireless facility that is generally attached to a messenger wire rather than to the pole.⁶ Where such facilities are “strung

⁵ The federal make-ready rules are codified at 47 U.S.C. § 1.1401 et seq.

⁶ The Wireless Statute defines a Micro Wireless Facility as “a small wireless facility that does not exceed 24 inches in length, 15 inches in width, and 12 inches in height and that has no exterior antenna longer than 11 inches.” Wis. Stat. § 66.0414(1)(p).

on cables between existing utility poles in compliance with the National Electrical Safety Code,” no right-of-way access approvals are required, as mentioned above. Wis. Stat. § 66.0414(3)(e)3.

Because of the small size of micro wireless facilities, the Model Agreement treats such facilities a little differently than “full-size” small wireless facilities. No permit application is required for a micro wireless facility (Section 5.1.1 of the Model Agreement); however, the wireless provider is required to give advance notice when placing or removing a micro wireless facility (Section 5.2.1 of the Model Agreement). Under appropriate circumstances, the Model Agreement allows the MEU to require the wireless provider to bear the cost of a line-loading analysis to determine whether any make-ready work is necessary. Section 5.2.2 of the Model Agreement.

The Model Agreement requires neither notice nor a permit for ordinary maintenance, except that prior notice is required if the maintenance work is to take place in the electric supply space. However, like-for-like replacements, referred to as modifications in the Model Agreement, are subject to the permitting process. Section 5.1.1 of the Model Agreement.

PART TWO

ARTICLE-BY-ARTICLE EXPLANATION OF MEUW MODEL WIRELESS ATTACHMENT AGREEMENT

RECITALS

The “Recitals” set out the general purposes and intent of the parties in entering into the License Agreement. The Recitals make clear that the Agreement is only intended to cover the attachment of Licensee's wireless facilities to Utility's pole, and that in all instances considerations of Utility's electric service requirements in terms of capacity, safety, reliability and generally applicable engineering standards take precedence over such attachments.

ARTICLE 1. DEFINITIONS

Article 1 contains definitions that establish the agreed upon specific meanings of many of the material terms in the Agreement and appendices.

ARTICLE 2. SCOPE OF AGREEMENT

Article 2 establishes the scope of the Agreement and specifies that the Agreement is a grant of a revocable, nonexclusive license authorizing Licensee to install and maintain wireless attachments to Utility's poles. Article 2 indicates that the Agreement does not require Utility to allow Licensee to attach to specific poles and that Licensee is obligated to obtain all necessary certifications, permits (including for access to the right-of-way), and franchises from federal, state and local authorities prior to making any wireless attachments. Licensee is also required to secure any necessary easements or other permissions from the property owner prior to making any attachments to Utility's poles located on private property.

Article 2 stipulates that Utility will only issue permit(s) to attach to Utility's poles when it determines in its sole judgment, that (i) it has sufficient capacity to accommodate the requested Wireless Attachments, (ii) Licensee meets all requirements set forth in the Agreement, and (iii) the affected poles can safely accommodate the proposed wireless attachments consistent with all applicable engineering standards and good utility practice. This Article also ensures the right of Utility to reclaim reserved capacity for purposes of meeting electric service requirements, and Utility is not required to extend or construct facilities solely to accommodate Licensee.

ARTICLE 3. FEES

Article 3 establishes the terms and conditions under which Licensee is obligated to pay Utility permit application and annual license fees for the use of Utility's poles. The fee

amounts and annual escalators are contained in Appendix A. Utility may choose to deviate from the default fee amounts set out in Appendix A but, under state and federal law, the fees must be a reasonable approximation of Utility's objectively reasonable costs and must be no higher than the fees charged to similarly situated competitors of Licensee. Article 3 also allows Utility to take a physical inventory of Licensee's wireless attachments to ensure that Licensee has not made any unauthorized wireless attachments.

ARTICLE 4. PAYMENT OF COSTS

Article 4 establishes the terms and conditions under which Licensee will reimburse Utility for work performed on its behalf under the Agreement (e.g., make-ready work or post-construction inspections) and authorizes Utility to require Licensee to furnish advance payment for such work. Article 4 also establishes a deadline for payment of invoices submitted to Licensee under the Agreement and a late fee applicable to all balances past due.

ARTICLE 5. PERMIT APPLICATION REQUIREMENTS

Article 5 describes the permit application process by which a Licensee obtains authorization from Utility to attach to specific poles or to modify or remove its existing attachments. Permits are not required under Article 5 for routine maintenance of Licensee's existing facilities, nor are they required for the installation or removal of micro wireless facilities.

Article 5 sets out a permit review timeline that generally conforms to the deadlines (often referred to as "shot clocks") set out in state and federal law and a make-ready process for modifying Utility's poles and existing attachments so that they can safely accommodate Licensee's proposed attachments. As part of the application process, Licensee must either provide a certification from a Wisconsin-licensed professional engineer that Licensee's wireless equipment can be installed on the identified poles in compliance with the engineering standards set out in the Agreement and on Appendix C or engage in the make-ready process described in Article 5. The make-ready process does not apply to decorative streetlight poles, which are governed instead by Article 19. For the sake of convenience, the deadlines in the Model Agreement for acting on a Permit Application and performing make-ready work are set out in the table on the following page.

DEADLINE TABLE FOR REVIEW OF PERMIT APPLICATION AND MAKE-READY WORK	
DEADLINE	UTILITY ACTION
<i>Completeness Review</i>	
10 days from receipt of Permit Application ("PA")	Review PA for completeness and provide Licensee list of missing information, if any
5 business days from receipt of resubmitted PA	Review resubmitted PA for completeness and inform Licensee if any information is still missing
<i>Permit Issuance and Make-Ready Survey</i>	
45 days (or 60 days if PA pertains to multiple poles) from receipt of complete PA (the "Permit Review Period")	Either issue or deny permit
During the 45/60-day Permit Review Period	<ul style="list-style-type: none"> • Discuss project with Licensee, including any unusual engineering or make-ready requirements • Perform the make-ready survey (or require Licensee to do so). If the survey involves a field inspection, other affected attachers must be given three business days' notice.
<i>Make-Ready Work</i>	
Within 14 days of issuing the permit	Provide estimate to Licensee of charges to perform make-ready work
Within 15 days of receipt of Licensee's advance payment for make-ready work	Submit an estimated schedule to Licensee for Utility's completion of its make-ready work Note: If Utility is unable to complete its make-ready work in accordance with the estimated schedule, Licensee may ask Utility's permission to employ one of the pre-approved contractors (listed on Appendix B) to perform the make-ready work.

ARTICLE 6. INSTALLATION OF LICENSEE'S WIRELESS EQUIPMENT

Article 6 specifies the requirements and manner in which Licensee may install its wireless facilities on and adjacent to Utility's poles and authorizes Utility to perform post-construction inspections at Licensee's expense. The Article also requires Licensee to post a notice with its name and contact number at each pole site where it attaches wireless facilities.

ARTICLE 7. WORK IN AND ACCESS TO THE SUPPLY SPACE

Article 7 requires Licensee to provide advance notice of work performed in the supply space (i.e., anywhere above the communications space) and establishes the minimum qualifications of those authorized to perform work in the supply space and communications space on Licensee's behalf. Article 7 also establishes a process by which Licensee can request emergency access to the supply space.

ARTICLE 8. MAINTENANCE OF LICENSEE'S WIRELESS EQUIPMENT

Article 8 describes Licensee's obligations with respect to maintenance of its wireless facilities, removal of its abandoned facilities, and vegetation management. It also describes the obligations of Utility and Licensee in the event of widespread or localized interruptions of utility service.

In addition, Article 8 requires Licensee to make an annual report to Utility with updated contact information and an inventory of the following: (i) new wireless attachments, (ii) modifications to existing equipment, (iii) equipment that has become non-functional, and (iv) equipment that has been removed.

ARTICLE 9. SPECIFICATIONS

Article 9 establishes the standards to which Licensee's wireless facilities must be installed and maintained and incorporates by reference the detailed specifications set out in Appendix C, which may be modified to meet an individual utility's needs. The Article also establishes the process under which Utility may take steps to correct violations at the expense of Licensee.

ARTICLE 10. INTERFERENCE

Article 10 provides that Licensee will not use or operate its wireless equipment in a way that interferes with either Utility's or a pre-existing third-party attacher's use of a pole and establishes a process for promptly remedying any such interference. It also permits Utility to de-energize Licensee's wireless equipment in order to perform maintenance on a pole.

ARTICLE 11. INSURANCE

Article 11 establishes the insurance coverage that Licensee must obtain and keep in force throughout the term of the Agreement. The Article requires Licensee to keep the following types of coverage at specified amounts: Worker's Compensation and Employers' Liability Insurance; Commercial General Liability Insurance; Commercial Automobile Liability Insurance; Umbrella Liability Insurance; and Property Insurance. As with all provisions in the Agreement, it is recommended that each utility review the proposed insurance requirements with its attorneys and insurance consultants prior to adoption.

ARTICLE 12. INDEMNIFICATION AND LIABILITY

Article 12 establishes the rights, liabilities, and indemnification requirements of Utility and Licensee with respect to damages, accidents, and/or injuries related to or arising out of the construction, maintenance, repair, use, relocation, transfer, or removal of Licensee's wireless facilities subject to the Agreement.

ARTICLE 13. LIMITATION OF LIABILITY

Article 13 contains additional liability-limiting provisions, including a mutual waiver of certain types of damages, an assumption of risk on the part of Licensee, and representations and warranties with respect to environmental hazards. It also specifically preserves Section 893.80 of the Wisconsin Statutes and any other applicable limits on municipal liability.

ARTICLE 14. PERFORMANCE BOND

Article 14 requires Licensee to provide a corporate surety bond to secure performance of its obligations under the Agreement before it makes any wireless attachments. Utility has discretion to set the bond amount, so long as it is reasonable and non-discriminatory. Some utilities will choose a flat amount for all licensees, while others may choose to vary the amount of the bond with the number of wireless attachments a licensee seeks to install.

ARTICLE 15. TERM

Article 15 specifies that the Agreement is for a term of five years. Thereafter, the Agreement automatically renews from year to year. Either party may terminate the Agreement at the end of any term by giving the other party written notice at least 90 days prior to the end of the that term.

ARTICLE 16. TERMINATION

Article 16 establishes the right of Utility to terminate the entire Agreement, or any individual permit, whenever Licensee is in default of any term or condition of the Agreement or when Utility believes that termination of a permit is necessary to ensure the safe and reliable operation of Utility's electric system. The Article also sets out the process that Utility must follow in terminating the Agreement or an individual permit and the obligations of Licensee to remove its wireless equipment if the entire Agreement is terminated.

ARTICLE 17. DUTIES, RESPONSIBILITIES, AND EXCLUPATION

Article 17 is an express acknowledgment by Licensee that Utility does not warrant the condition or safety of its poles or the premises surrounding the poles, and that Licensee assumes all risks of any damage, injury, or loss of any nature whatsoever caused by or in connection with the use of the poles and associated facilities and equipment on, within, or surrounding the poles.

The Article further provides that, by executing the Agreement, Licensee warrants that it and its contractors are fully acquainted with the work requirements for which they have been employed, and that they acknowledge and accept the inherent dangers in working around electrically energized lines, transformers, or other equipment of Utility.

The Article also sets out a process whereby Utility may, at its discretion and at Licensee's sole cost, de-energize any equipment or line for Licensee's benefit.

ARTICLE 18. TRANSFERS AND ALLOCATION OF COSTS

Article 18 describes the terms and conditions under which Utility may require Licensee to transfer, rearrange, or remove its wireless attachments from a pole at Licensee's expense. If Licensee fails to do so within the allotted time, Utility may charge a failure to transfer fee or perform the work itself and charge Licensee 110% of the actual cost.

The Article also specifies the allocation of costs for any rearrangement, relocation, or removal of Licensee's wireless attachments or the replacement and/or modification of a pole based on a number of scenarios.

ARTICLE 19. ATTACHMENT TO AND REPLACEMENT OF DECORATIVE STREETLIGHT POLES

Article 19 describes the limited circumstances under which a Licensee may be permitted to attach its wireless facilities to a decorative streetlight pole (or replace an existing decorative streetlight pole with a replacement pole that would accommodate

Licensee's wireless attachment) and sets out the requirements that apply to such attachments or replacements. The Article requires Licensee to bear the costs associated with decorative pole replacements and pole kills, including the cost of providing one or more back-up replacement poles for Utility to keep in inventory at all times.

ARTICLE 20. NOTICES

Article 20 provides the terms and conditions under which effective notice is given under the Agreement. It also requires Licensee to maintain a staffed 24-hour emergency telephone number, not available to the general public, that Utility can use to contact Licensee in situations requiring immediate communications between the parties.

ARTICLE 21. ASSIGNMENT

Article 21 stipulates that Licensee may not assign or otherwise transfer its rights under the Agreement without Utility's prior written consent, nor may it sub-license any of its rights under the Agreement. The Article specifies that, in the event that Utility does consent to an assignment or transfer of the Agreement, the assignee or transferee must agree in writing to assume all of Licensee's obligations under the Agreement.

ARTICLE 22. UNAUTHORIZED WIRELESS ATTACHMENTS

Article 22 sets out the rights of Utility concerning unauthorized attachments by Licensee, including the right to require Licensee to immediately remove the attachment or obtain a permit for the attachment and pay the unauthorized attachment fee set out in Appendix A.

ARTICLE 23. PAYMENT OF TAXES

Article 23 provides that each party will pay taxes and assessments on its own equipment and that, if any tax or other charge is levied against Utility solely because of Licensee's wireless attachments, Licensee will reimburse Utility for that amount.

ARTICLE 24. MISCELLANEOUS PROVISIONS

Article 24 contains miscellaneous provisions that, among other things, set out the process for signing, amending, and interpreting the Agreement. The Article makes clear that the failure of Utility to take action to enforce compliance with any of the terms or conditions of the Agreement does not constitute a waiver or relinquishment of any term or condition of the Agreement. It also provides that the Agreement supersedes all previous agreements, whether written or oral, between Utility and Licensee for placement and maintenance of Licensee's communications facilities on Utility's poles.

APPENDICES

Appendix A sets out fee amounts and annual escalators.

Appendix B contains the list of contractors that Utility has pre-approved to work on its Poles whether that work is to be done within the Communications Space or the Supply Space. Utility has the right, under the Agreement, to unilaterally update this appendix from time to time.

Appendix C contains detailed specifications and engineering standards for Licensee's equipment, which may be modified to meet each Utility's needs. Each Utility should carefully review this appendix to determine whether the specifications and standards are the correct ones to be used for its Poles. Utility has the right, under the Agreement, to unilaterally update this appendix from time to time.

Appendix D contains model permit application and attachment permit forms, which may be customized by each Utility.

Appendix E contains certain Guidelines for Pole Loading/Strength Calculations. Each Utility should carefully review this appendix to determine whether the specifications are the correct ones to be used for its Poles.

Appendix F contains contact information for both Utility and Licensee.

Appendix G contains the annual report form that Licensee must submit pursuant to Section 8.5 of the Model Agreement.

LICENSE AGREEMENT
FOR WIRELESS ATTACHMENTS TO POLES
BETWEEN [CITY/VILLAGE/TOWN OF _____]
AND
[NAME OF LICENSEE]

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LICENSE AGREEMENT¹
FOR WIRELESS ATTACHMENTS TO POLES
BETWEEN [CITY/VILLAGE/TOWN OF _____]
AND
[NAME OF LICENSEE]

This LICENSE AGREEMENT (“**Agreement**”), effective as of the date of the last signature below (“**Effective Date**”), is made by and between the [City/Village/Town of _____] (“**City**”/“**Village**”/“**Town**”), a municipal corporation acting in its capacity as a Wisconsin public utility (“**Utility**”), and [Corporate Name of Licensee] (“**Licensee**”), with its principal offices located at [Address of Licensee].

RECITALS

- A. Licensee desires to install, own, and/or operate Wireless Facilities on or supported by Utility’s Poles to be used to provide Wireless Service.
- B. Utility is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee’s Wireless Attachments on Poles, provided that Utility may refuse, on a non-discriminatory basis, to issue a Permit where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes, and/or any other Engineering Standards, in accordance with the terms and conditions in this Agreement.

AGREEMENT

UTILITY AND LICENSEE AGREE as follows:

ARTICLE 1: DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 **Affiliate**, when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership control with Licensee.
- 1.2 **Antenna** means communications equipment that transmits and receives electromagnetic radio signals and is used in the provision of Wireless Services.
- 1.3 **Antenna Area** means the area on a Pole where the Antenna is installed, which is a component of a Wireless Facility. For a Wireless Facility that utilizes the top of a Pole, the Antenna Area shall be the Pole Top Space.
- 1.4 **Communications Space**, consistent with 47 C.F.R. § 1.1402(r), means the lower usable space on a Utility Pole, which typically is reserved for low-voltage communications equipment and which may be accessed by a Qualified Communications Worker.

¹ Items that are highlighted and in [brackets] should be added or revised to fit the Utility’s circumstances.

- 1.5 **Communication Worker Safety Zone** means that space on a Utility Pole measured from the location of the neutral or lowest supply conductor to a location 40 inches below, as described in the National Electrical Safety Code (“NESC”).
- 1.6 **Decorative Streetlight Pole** means a pole structure of a decorative nature owned by Utility that is not part of the electric distribution system, the primary function of which is to support equipment used to provide overnight streetlight service, overhead streetlight service, or all-night security light service. The term “Decorative Streetlight Pole” also includes pole structures of a non-decorative nature that support streetlights and are not embedded in the ground or have break-away bases.
- 1.7 **Emergency** means a condition that poses a clear and immediate danger to life or health or of a significant loss of property or that requires immediate repair or replacement in order to restore electric service to a customer.
- 1.8 **Engineering Standards** means all applicable engineering and safety standards governing the installation, maintenance, and operation of utility facilities and the performance of all work in or around electric utility facilities, including all Utility’s standards as reflected in this Agreement (including **Appendix C**) or otherwise adopted by Utility and the most current versions of the Wisconsin State Electrical Code (Wis. Admin. Code Ch. PSC 114) (“WSEC”), the National Electrical Code (“NEC”), the NESC, the regulations of the Occupational Safety and Health Administration (including the rules regarding safety equipment), and the safety and engineering requirements of any state or federal agency with jurisdiction over utility facilities, each of which is incorporated by reference into this Agreement.
- 1.9 **Good Utility Practice** means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any practices, methods, and acts which, in the exercise of good judgment in light of the facts known at the time the decision was made, could have expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety, and expedition.
- 1.10 **Laws** mean any federal, state, or local laws, rules, or regulations applicable to the activities contemplated under this Agreement.
- 1.11 **License Fee** means the annual per-Pole fee specified in **Appendix A**, which Licensee is required to pay to Utility for the right to attach its Wireless Facilities to a Pole.
- 1.12 **Make-Ready Survey or Survey** means the field work and analysis necessary to determine whether Licensee’s proposed use of a Utility Pole or Streetlight Pole is feasible based on capacity, safety, reliability, generally applicable engineering purposes, Good Utility Practice, and the Engineering Standards and to confirm or determine the nature of modifications, capacity expansion (i.e., taller or stronger Pole), and Make-Ready Work, if any, necessary to accommodate Licensee’s proposed use of the Pole.
- 1.13 **Make-Ready Work** means all work, as reasonably determined by Utility, required to accommodate Licensee’s Wireless Facilities on a Utility Pole or Streetlight Pole and/or to comply with all Engineering Standards and Good Utility Practice. Such work may include, but is not limited to, rearrangement and/or transfer of Utility’s facilities or existing attachments,

inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole strengthening, and related construction (such as pole replacement).

- 1.14 **Micro Wireless Facility** means a Wireless Facility that does not exceed 24 inches in length, 15 inches in width, and 12 inches in height and that has no exterior Antenna longer than 11 inches and that is strung on cables between existing Utility Poles.
- 1.15 **Normal Business Hours** means Monday through Friday from [_____ a.m. to _____ p.m.]
- 1.16 **Pad-Mounted Equipment Cabinet** means a stand-alone, weatherproof, metal, or composite enclosure consisting of a utility metering section and a Wireless Equipment section, which must be purchased, installed, and owned by Licensee and approved by Utility. [Licensee must submit to Utility for its review and approval the manufacturing specifications and information for the equipment cabinet.]
- 1.17 **Permit** means written or electronic authorization issued by Utility for Licensee to install, modify, or remove a Wireless Attachment (other than a Micro Wireless Facility) in a particular location pursuant to the requirements of this Agreement.
- 1.18 **Permit Application** means a complete application for a Permit in the form attached as **Appendix D** submitted with all applicable documents by Licensee to Utility for the purpose of requesting a Permit to install, modify, or remove a Wireless Attachment (other than a Micro Wireless Facility).
- 1.19 **Pole** means a Utility Pole, Streetlight Pole, or Decorative Streetlight Pole. The term “Pole” does not include transmission poles or towers.
- 1.20 **Pole Top Space** means the top portion of a Pole that is designated for the installation of one or more (as determined by Utility) enclosed Antennas. The Pole Top Space shall begin 68 inches above the highest electrical supply conductor or device on the Pole and continue upwards to the top of the Pole. For Wireless Attachments that use the top of a Pole, the Pole Top Space shall be considered the Antenna Area. The Pole Top Space is located entirely within the Supply Space.
- 1.21 **Post-Construction Inspection** means the inspection by Utility or Licensee or some combination of both to verify that the Wireless Attachments have been made in accordance with Engineering Standards and the Permit.
- 1.22 **Qualified Communications Worker** means a worker meeting all current training and experience requirements of all applicable federal, state, and local work rules, including OSHA Standard 1910.268 (29 C.F.R. § 1910.268).
- 1.23 **Qualified Electrical Worker** means a worker meeting all training and experience requirements of all applicable federal, state, and local work rules, including OSHA Standard 1910.269 (29 C.F.R. § 1910.269).
- 1.24 **Reserved Capacity** means structural capacity or space on a Pole that Utility has identified and reserved for its own core electric utility service and lighting requirements, including space for

any and all associated internal communications functions that are essential to the proper operations of such core electric utility service, pursuant to reasonable projected need.

- 1.25 **Streetlight Pole** means a pole structure of a non-decorative nature owned by Utility that is not part of the electric distribution system, the primary function of which is to support equipment used to provide overnight streetlight service, overhead streetlight service, or all-night security light service. The term “Streetlight Pole” only includes pole structures embedded in the ground and excludes pole structures with break-away bases.
- 1.26 **Supply Space** means that space on a Utility Pole where Utility has installed or may install energized electric conductors and related electric supply equipment and also includes attachments that extend above the Pole Top Space. All work performed within the Supply Space shall be performed by Qualified Electrical Workers.
- 1.27 **Unauthorized Wireless Attachment** means any Wireless Facility or Wireless Equipment installed by Licensee on a Pole or on a span of wire or cable between two Poles without a Permit to do so, if a Permit is required under this Agreement.
- 1.28 **Utility Pole** means a pole structure owned by Utility and used for the distribution of electricity that is capable of supporting Wireless Attachments, whether or not a streetlight arm is attached to the pole structure. The term “Utility Pole” does not include Streetlight Poles or Decorative Streetlight Poles.
- 1.29 **Wireless Attachment** means a Wireless Facility mounted onto or supported by a Pole, in whole or in part, or attached to a span of wire or cable running between two Poles.
- 1.30 **Wireless Equipment** means any FCC-authorized radio equipment components owned by Licensee and used for a Wireless Facility, including Antennas, remote radio heads, transmitters, transceivers, cables, wires, and related components of a Wireless Facility.
- 1.31 **Wireless Equipment Cabinet** means a weather-tight enclosure that houses Wireless Equipment and associated electronics.
- 1.32 **Wireless Facility** means one or more Antennas and associated Wireless Equipment installed at the same fixed location that enables Wireless Service between user equipment and a communications network, and includes all of the following: (a) pole-mounted and ground-mounted equipment associated with Wireless Service; (b) radio transceivers, Antennas, or coaxial, metallic, or fiber-optic cable located on, in, under, or otherwise adjacent to a Pole; (c) regular and backup power supplies; (e) Wireless Equipment housed within an associated pole-mounted equipment cabinet or Pad-Mounted Equipment Cabinet. “Wireless Facility” shall include a Micro Wireless Facility but shall not include any microwave dishes, wireline back haul facilities, or other wires or cables used to connect to other wireless or wired communications facilities or equipment not at the same fixed location.
- 1.33 **Wireless Service** means the provision of authorized voice, video, or data services over a Wireless Facility.

ARTICLE 2: SCOPE OF AGREEMENT

- 2.1 Grant of License. Subject to the provisions of this Agreement and to Licensee's application for and receipt of a Permit, Utility hereby grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain Wireless Attachments to Utility's Poles. This grant of authority applies solely to facilities and equipment that Licensee owns.
- 2.2 Parties Bound by Agreement. Licensee and Utility agree to be bound by all provisions of this Agreement and of the Permits issued pursuant to this Agreement.
- 2.3 Permit Issuance Conditions. Utility will issue a Permit to Licensee only when Utility determines, in its sole judgment, reasonably exercised, that (i) it has sufficient capacity to accommodate the requested Wireless Attachments, (ii) Licensee meets all requirements set forth in this Agreement, and (iii) the affected Poles can safely accommodate the proposed Wireless Attachments consistent with all applicable Engineering Standards and Good Utility Practice.
- 2.4 Reservation of Rights. Utility reserves the right to terminate any Permit it issues as necessary to ensure the safe and reliable operation and maintenance of Utility's electric system. In the event that Utility, in its reasonable discretion, believes that it must terminate any Permit in order to ensure safe and reliable operation and maintenance of Utility's electrical system, the termination provisions of Article 16 shall apply.
- 2.5 Licensee's Right to Attach.
- 2.5.1 Nothing in this Agreement, other than the issuance of a Permit, shall be construed as granting Licensee any right to attach its Wireless Equipment to any specific Pole or to compel Utility to grant Licensee the right to attach to any specific Pole.
- 2.5.2 Nothing in this Agreement shall be construed to grant any Affiliate of Licensee the right to attach to any Poles without entering into a license agreement with Utility and receiving a permit pursuant to such agreement.
- 2.5.3 No use by Licensee of Utility's Poles shall create or vest in Licensee any ownership or property rights in those Poles. Notwithstanding anything in this Agreement to the contrary, Licensee is and shall remain a mere licensee.
- 2.6 Necessity of Authorizations. Licensee shall secure all necessary certifications, permits (including for right-of-way use), and franchises from federal, state, and local authorities prior to placing any Wireless Attachments on a Pole.
- 2.7 Necessity of Easements on Private Property. Licensee shall secure all necessary easements or other permissions from the property owner prior to placing any Wireless Attachments on a Pole located on private property.
- 2.8 Reserved Capacity. Access to space on Poles will be made available to Licensee with the understanding that such access is to Utility's Reserved Capacity. On giving Licensee at least 60 days' prior notice ("**Reclamation Notice**"), Utility may reclaim such Reserved Capacity any time within the five-year period following the installation of Licensee's Wireless Facility. In the Reclamation

Notice, Utility shall give Licensee the option to remove its Wireless Facility from the affected Pole or to pay for the cost of any Make-Ready Work for which Utility would otherwise be responsible in order to expand the capacity of the affected Pole so that Licensee can maintain its Wireless Attachment on the affected Pole.

- 2.9 Expansion of Capacity. Utility will expand pole capacity for Utility Poles, at Licensee's expense, when necessary to accommodate Licensee's Wireless Attachment approved pursuant to the issuance of a Permit, and when consistent with local governmental land use requirements of general applicability and all applicable Laws and Engineering Standards. Notwithstanding the foregoing sentence, Utility is under no obligation to install, retain, extend, or maintain any Pole for the benefit of Licensee when such Pole or system of Poles is not needed for Utility's core electric or customer service requirements.
- 2.10 Permitted Uses. The license granted to Licensee is limited to the uses specifically stated in this Agreement, and no other use by Licensee shall be allowed without Utility's express written consent to such use. Nothing in this Agreement shall be construed to require Utility to allow Licensee to use any Poles after the termination of this Agreement.
- 2.11 Effect of Failure to Exercise Access Rights. If Licensee does not exercise any access right granted pursuant to a Permit within three months of the issuance of the Permit or completion of the Make-Ready Work, if any (or such longer time period as agreed between the parties), the Permit shall be null and void and Utility may use the space scheduled for Licensee's Wireless Attachment. Utility shall grant an extension where Licensee demonstrates that events beyond its control prevented Licensee from exercising any such access right. In such instances, Utility shall endeavor to make other space available to Licensee, upon written request, as soon as reasonably possible.
- 2.12 Agreements with Third Parties. Nothing contained in this Agreement shall be construed as affecting any rights or privileges conferred by Utility, by contract or otherwise, to others not a party to this Agreement to use any facilities or Poles covered by this Agreement. Utility shall have the right to continue to extend such rights and privileges. The privileges granted to Licensee shall at all times be subject to any such contracts and arrangements, including extensions thereof.

ARTICLE 3: FEES

- 3.1 Permit Application Fee. Licensee shall pay to Utility the applicable Permit Application Fee specified in **Appendix A** at the time a Permit Application is submitted. The Permit Application Fee shall increase by 2% over the then-existing amount on each anniversary of the Effective Date.
- 3.2 License Fee. Licensee shall pay to Utility the applicable License Fee specified in **Appendix A** on the schedule set out in Section 3.4. The License Fee shall increase by 2% over the then-existing amount on each anniversary of the Effective Date.
- 3.3 Other Fees. The Unauthorized Wireless Attachment Fee and the Failure to Transfer Fee are set out in **Appendix A** and shall be charged in accordance with Articles 22 and 18, respectively.

- 3.4 Billing Cycle. The total annual License Fee shall be determined based upon the number of Poles for which Permits have been issued under this Agreement and which are in effect on [INSERT DATE - MONTH DAY] of the previous year. The initial License Fee period for each Wireless Attachment after [INSERT DATE - MONTH DAY] of any year shall commence on the date the Permit was issued. The License Fee shall be prorated accordingly. The License Fee shall be due and payable, in advance, on or before [INSERT DATE - MONTH DAY] of each year.
- 3.5 Physical Inventory to Verify Pole Count for Billing Purposes. Utility shall have the right to conduct a physical inventory of Licensee's Wireless Attachments on Utility's Poles upon 90 days' advance written notice. In such event, Utility employees or contractors selected by Utility shall conduct such physical inventory. Licensee shall notify Utility if Licensee chooses to have a representative present during the inventory process. A physical inventory shall be taken no more frequently than once every year; provided, however, that Utility may request and require a physical inventory to be taken more frequently in the event of a default by Licensee in the performance of its obligations hereunder. The cost of such physical inventory shall be shared equally among all users of the Poles, unless such inventory discloses Unauthorized Wireless Attachments, in which case Licensee shall pay the entire cost of the inventory for any Pole(s) determined to have Unauthorized Wireless Attachments.
- 3.6 Payment of Electric Service. Electric service for each Wireless Facility will be billed in accordance with the applicable Utility rate for electric service.

ARTICLE 4: PAYMENT OF COSTS

- 4.1 Work Performed by Utility. Licensee shall be responsible to pay for the cost of services provided by Utility in support of the design, installation, and maintenance of Licensee's Wireless Facilities, including Utility's costs for Make-Ready Surveys (including pole-loading analyses), Make-Ready Work, and Post-Construction Inspection.
- 4.2 Determination of Charges. Unless otherwise provided in this Agreement, wherever this Agreement requires Licensee to pay for work done or contracted for by Utility, the charge for such work shall include all material, labor, engineering, and administrative costs as applicable. Utility shall bill its services based upon actual costs, and such costs will be determined in accordance with Utility's cost accounting system used for recording capital and expense activities. Upon Licensee's request, Utility shall provide Licensee with documentation of charges and costs to be paid by Licensee.
- 4.3 Payment of Invoices. All invoices submitted to Licensee pursuant to this Agreement must be paid within 30 days.
- 4.4 Late Fee. Late fees of 1% per month will be applied to all balances due under this Agreement that are not paid within 30 days of the due date. Failure to pay such fees by the specified payment date shall constitute a default under this Agreement.

4.5 Advance Payment.

4.5.1 At the discretion of Utility, Licensee shall pay in advance all reasonable costs, including, but not limited to, administrative, construction, inspection, and Make-Ready Work expenses, in connection with Licensee's Wireless Attachments.

4.5.2 Wherever Utility requires advance payment of estimated expenses prior to the undertaking of an activity under this Agreement and the actual cost of such activity exceeds the estimated cost, Licensee agrees to pay Utility for the difference in cost if that amount exceeds the amount stated in the latest version of Wis. Admin. Code § PSC 113.1009. To the extent that the actual cost of the activity is less than the estimated cost, Utility agrees to refund to Licensee the difference in cost if that amount exceeds the amount stated in § PSC 113.1009.

ARTICLE 5: PERMIT APPLICATION REQUIREMENTS

5.1 Permit Required.

5.1.1 Licensee shall not install, modify, or remove any Wireless Attachments (other than Micro Wireless Facilities) without first applying for and obtaining a Permit, using the application form set out in **Appendix D**. A Permit is not required for routine maintenance, but notice may be required as set out in Section 8.1. For the sake of clarity, a like-for-like replacement of a Wireless Facility or any Wireless Equipment is a modification requiring a Permit under this Agreement. A Permit is not required for the removal of Wireless Equipment under Section 16.2.

5.1.2 Attachments to structures other than Poles within or outside of public right-of-way owned and controlled by the [City/Town/Village] are not covered by this Agreement. With respect to such structures, Licensee must negotiate a separate attachment agreement with the [City/Town/Village].

5.2 Micro Wireless Facilities.

5.2.1 Notwithstanding Section 5.1.1, Licensee shall not install or remove a Micro Wireless Facility without first giving Utility at least 15 days' advance notice. Such notice shall describe the proposed work, state the location of the work, and provide a work schedule.

5.2.2 If, after installation of the Micro Wireless Facility, Utility determines that a Make-Ready Survey is necessary to determine whether the facility may cause the Utility Poles supporting the facility to fall out of compliance with Engineering Standards, Utility may conduct a Make-Ready Survey at Licensee's expense. If, as a result of the Survey, Utility must modify the affected Poles to bring them into compliance, Licensee shall be responsible for the cost of such modifications.

5.3 Licensee's Certification. If Licensee believes that its Wireless Facility may be installed without the need to conduct a Make-Ready Survey, Licensee must certify in its Permit Application that Licensee's Wireless Facility can be installed on the identified Poles in compliance with all

applicable Engineering Standards. Such certification must be made by a Wisconsin-licensed professional engineer.

5.4 Review of Permit Application.

5.4.1 *Complete Application.* Utility shall review Licensee's Permit Application for completeness before reviewing the application on its merits.

5.4.1.1 A complete Permit Application is an application that provides Utility with all the information listed on the Permit Application form attached as **Appendix D** and all information necessary under this Agreement for Utility to begin to Survey the affected Poles.

5.4.1.2 If Licensee submits an incomplete Permit Application, Utility shall, within 10 business days, inform Licensee of that fact and provide a list of information that still needs to be provided. If the resubmitted Permit Application is still incomplete, Utility shall, within five business days, inform Licensee of that fact and provide a list of information that still needs to be provided.

5.4.2 *Issuance of Permit.*

5.4.2.1 Upon receipt of a complete Permit Application, Utility will review the Permit Application within 45 days (or within 60 days if Licensee requests access to multiple Poles) and either grant or deny the Permit.

5.4.2.2 During such 45-day (or 60-day) period, Utility will discuss any issues with Licensee, including any unusual engineering and Make-Ready Work requirements associated with the Permit Application. Utility's acceptance of Licensee's submitted design documents does not relieve Licensee of full responsibility for any errors and/or omissions in the engineering analysis.

5.4.2.3 If Utility denies the Permit, it shall do so in writing and provide an explanation of the reasons the Permit was denied.

5.4.2.4 For the sake of clarity, the make-ready process described in Sections 5.5, 5.6, and 5.7 applies only to Utility Poles and Streetlight Poles. Decorative Streetlight Poles are governed by Article 19.

5.5 Make-Ready Survey.

5.5.1 *Survey.* During the Permit Application review period, Utility may perform the Make-Ready Survey, using its own personnel or a contractor, and charge Licensee for the cost of the Survey. Alternately, Utility may require Licensee to conduct and submit to Utility a Make-Ready Survey at Licensee's expense.

5.5.2 *Notice of Field Inspection.* The party performing the Make-Ready Survey will use commercially reasonable efforts to provide the other party and any affected third-party attachers with three business days' notice of any field inspection that is part of the Make-

Ready Survey and will allow the other party and any affected third-party attachers to be present for the field inspection.

5.5.3 *Other Attachers.* If the participation of an existing third-party attacher is required for a Make-Ready Survey, Licensee shall coordinate and be responsible for obtaining the third-party attacher's participation.

5.6 Cost Estimate and Payment of Make-Ready Work.

5.6.1 *Cost Estimate and Advance Payment.* Licensee will be responsible for payment to Utility for all Make-Ready Work required to accommodate Licensee's Wireless Attachments on a Utility Pole or a Streetlight Pole pursuant to Section 4.5. Utility shall provide an estimate of charges to perform all necessary Make-Ready Work within 14 days of approving a Permit Application, and Licensee shall pay all such charges before Utility commences the Make-Ready Work.

5.6.2 *Replacement of Utility Poles and Streetlight Poles.* In the event replacement of a Utility Pole or a Streetlight Pole is required to accommodate the installation of Licensee's Wireless Facility, Licensee shall pay all costs related to such pole replacement including, but not limited to, the cost of the new pole, transfer of all existing facilities of Utility and any third-party attachers, and removal and disposal of the old pole. Payment of pole replacement costs does not grant Licensee any ownership interest in the new pole. Licensee shall not be entitled to reimbursement from Utility of any amounts paid to Utility for pole replacements or for rearrangement of attachments on Utility Poles or Streetlight Poles by reason of the use by Utility or other third-party attachers of any additional space resulting from such replacement or rearrangement.

5.7 Performance of Make-Ready Work.

5.7.1 *Performance of Make-Ready Work.* Make-Ready Work shall be performed only by Utility and/or a contractor authorized by Utility to perform such work. If Utility cannot perform the Make-Ready Work to accommodate Licensee's Facilities within time period specified in the work schedule provided pursuant to Section 5.7.2, Licensee may seek permission from Utility for Licensee to perform such work itself or employ a qualified contractor to perform the work. Any person, company, or contractor who performs Make-Ready Work must be preapproved by Utility. A list of pre-approved contractors appears in **Appendix B**; Utility may update this list from time to time on an as-needed basis pursuant to Section 24.1.

5.7.2 *Work Schedule.* Utility agrees to submit an estimated schedule for the completion of Make-Ready Work within 15 days of Utility's receipt of Licensee's advance payment for the Make-Ready Work. Licensee acknowledges that actual completion of the Make-Ready Work will depend on timely completion of all required Make-Ready Work by Licensee and other third-party attachers that must be completed prior to Utility's performance of its Make-Ready Work. Timely completion of Make-Ready Work may also depend on whether the work is subject to Wisconsin's public bidding law requirements.

- 5.7.3 *Priority Scheduling of Make-Ready Work.* In the event Licensee requests that the Make-Ready Work be performed on a priority basis or outside of Utility's Normal Business Hours and Utility agrees to so perform the work, Licensee agrees to pay any resulting increased costs. Nothing herein shall be construed to require performance of Licensee's work before other scheduled work or Utility's own service restoration.
- 5.7.4 *Notice to Third-Party Attachers.* If the Make-Ready Work necessary to accommodate Licensee's Wireless Attachments involves third-party attachers, Utility shall provide notice to such attachers (with a copy to Licensee, along with the attacher's contact information) upon Utility's receipt of Licensee's advance payment for Make-Ready Work under Section 5.6.1. The notice shall contain the following information: (i) the identity of the Poles requiring Make-Ready Work; (ii) a description of the Make-Ready Work to be performed; (iii) the date such work is scheduled to be completed; and (iv) the date by which the third-party attacher must complete its share of the Make-Ready Work.

ARTICLE 6: INSTALLATION OF LICENSEE'S WIRELESS FACILITIES

- 6.1 Installation. Upon completion of all required Make-Ready Work and after Licensee has obtained all required federal, state, and local permits and approvals, and any necessary easements or other permissions under Section 2.7, Licensee may proceed to install the approved Wireless Facility with its own employees, provided that those employees are either Qualified Communications Workers or Qualified Electrical Workers, as the particular work demands. No contractor may perform any work on Poles on Licensee's behalf unless the contractor has been pre-approved by Utility (see Appendix B for a list of pre-approved contractors). Once installation commences, such work shall be performed continuously until completion, unless Utility otherwise agrees.
- 6.1.1 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 Utility's Poles or equipment or any other third-party attacher's equipment attached thereto.
- 6.1.2 All of Licensee's installation, removal, and maintenance work performed on Poles or in the vicinity of other Utility facilities, either by its employees or contractors, shall be in compliance with all applicable Laws, Engineering Standards, and Good Utility Practice. Licensee shall ensure that any person installing, maintaining, or removing its Wireless Facilities is fully qualified and familiar with all Engineering Standards, including the specifications contained in Appendix C and the provisions of Articles 11, 12, and 13.
- 6.1.3 As the electric service provider, Utility will be responsible for the installation, removal, connection, and disconnection of all electric service connections required to operate Licensee's Wireless Facility.
- 6.1.4 Any strengthening of Poles through the use of guying to accommodate Licensee's Wireless Attachments shall be provided by Licensee at Licensee's expense and to the satisfaction of Utility as specified in Appendix C.

- 6.2 Inspections. Utility shall have the right to conduct Post-Construction Inspections of Licensee's Wireless Facilities at Licensee's expense.
- 6.3 Radio Frequency Hazard Area. Licensee agrees to provide site-specific radio frequency (RF) emission data and required worker clearances from operational Wireless Facilities.
- 6.4 Ground-Mounted Enclosures. Licensee shall not place new pedestals, vaults, or other ground-mounted enclosures within [10] feet of any Pole or other Utility facility without Utility's prior written permission. Licensee shall specifically identify this request in its Permit Application. If permission is granted by Utility, all such installations shall be in compliance with the specifications and drawings provided in Appendix C, or other Engineering Standards.
- 6.5 Posting of Contact Number. Licensee shall post a notice at each pole site at which it maintains a Wireless Facility as provided in Appendix C. Such notice shall provide Licensee's name and a 24-hour contact number, and shall be updated by Licensee whenever its name or contact number changes.

ARTICLE 7: WORK IN AND ACCESS TO THE SUPPLY SPACE

- 7.1 Scheduled Work in the Supply Space. Licensee shall submit to Utility the name of any contractor proposed to perform work on Licensee's behalf within the Supply Space, together with a summary of the work to be completed and proposed work schedule, at least 10 business days prior to commencement of any installation, maintenance, modification, or removal of Licensee's Wireless Facilities. No work shall commence until Utility provides its acceptance in writing of such contractors (unless such contractors are on the pre-approved contractor list in Appendix B), summary of work, and work schedule.
- 7.2 Qualified Workers. Licensee warrants that all of Licensee's employees, agents, and contractors that work within the Supply Space are Qualified Electrical Workers and that those who work within the Communications Space are Qualified Communications Workers.
- 7.3 Emergency Access. In the event that Licensee requires Emergency access to its Wireless Equipment located in the Supply Space, Licensee shall call Utility's emergency number to request such access (see Contact Sheet attached as Appendix F).

The caller should provide the following:

- Name of company making report;
- Location of the problem;
- Name of contact person reporting problem;
- Telephone number to call back for a progress report;
- Description of the problem in as much detail as possible;
- Time and date the problem occurred or began;
- Proposed corrective actions; and

- If appropriate, a statement that “**This is an emergency**” and that a problem presents a hazardous situation to the physical plant of Utility, Licensee, or others, as the case may be.

ARTICLE 8: MAINTENANCE OF LICENSEE’S WIRELESS FACILITIES

- 8.1 Maintenance and Notice. Licensee shall be responsible for the maintenance of its Wireless Facilities at its sole cost and expense. When maintenance requires work in the Supply Space, Licensee shall comply with the provisions of Article 7. When maintenance does not require work in the Supply Space, no advance notice to Utility is required.
- 8.2 Maintenance to Be Performed During Normal Business Hours. Unless Utility otherwise agrees, Licensee will perform routine maintenance and installation of Wireless Equipment in the Supply Space only during Utility’s Normal Business Hours.
- 8.3 Emergency Maintenance; Authorization Required. Utility agrees to not unreasonably delay, restrict, or deny Licensee access to its Wireless Equipment located in the Supply Space for Emergency maintenance. Notwithstanding the above, Licensee shall not access the Supply Space to perform Emergency maintenance without first obtaining Utility’s authorization pursuant to Section 7.3 (see Contact Sheet attached as **Appendix F**), which authorization shall not be unreasonably withheld, conditioned, or delayed.
- 8.4 Removal of Abandoned Facilities. At its sole expense, Licensee shall remove any of its Wireless Equipment that has not operated for a continuous period of 12 months, which shall at that point be deemed abandoned. Licensee shall remove such equipment within 180 days of its abandonment, unless Licensee receives written notice from Utility that removal of the abandoned equipment is necessary to accommodate Utility’s or a third-party attacher’s use of the affected Poles, in which case Licensee shall remove such abandoned equipment within 60 days of receiving the notice, or within a shorter time period as necessary to accommodate Utility’s or a third-party attacher’s use. Licensee must obtain a Permit authorizing the removal of the abandoned equipment. If Licensee fails to remove its abandoned equipment within the requisite time period, Section 18.1.2 shall apply.
- 8.5 Annual Reporting Requirements. On each anniversary of the Effective Date, Licensee shall submit a report to Utility at Utility’s notice address in Section 20.1 in the form attached as **Appendix G** containing the information listed below. Licensee’s failure to timely provide the information within 45 days following issuance of written notice by Utility of the failure to timely comply shall be a material breach of this Agreement and also result in Utility suspending all work on Licensee’s pending Permit Applications or on such applications as may be submitted after the suspension date. Within three business days of Utility receiving the updated report, Utility shall resume processing Licensee’s Permit Applications in the order that they were initially received by Utility.
- 8.5.1 *List of New Wireless Attachments.* Licensee shall provide a list of specific Poles (by Utility Pole number, if available) on which Licensee has installed, during the previous 12-month reporting period, new Wireless Attachments, including any Wireless Equipment for which no Permit was required under this Agreement.

- 8.5.2 *List of Modifications to Wireless Attachments.* Licensee shall provide a list of all Wireless Equipment modified (including equipment replaced by substantially similar equipment) during the previous 12-month reporting period and identify the location of such equipment by Pole (by Utility Pole Number, if available).
- 8.5.3 *List of Nonfunctional Wireless Equipment.* Licensee shall provide a list of all Wireless Equipment that has become nonfunctional during the previous 12-month reporting period. The report shall identify the location of such equipment by identifying the specific Pole (by Utility Pole number, if available) on which the nonfunctional equipment is located and provide a description of the nonfunctional equipment.
- 8.5.4 *Removed Wireless Equipment.* Licensee shall provide a list of all Wireless Equipment removed (and not replaced by substantially similar equipment) from specific Poles (by Utility Pole number, if available) during the previous 12-month reporting period. The report shall identify the Pole from which the equipment was removed, a description of the removed equipment, and indicate the approximate date of removal.
- 8.5.5 *Updated Contact Information.* Licensee shall provide updated contact information if such information has changed from the previous year.
- 8.6 Priority Restoration of Utility Service. In the event of widespread interruptions of Utility's and Licensee's Wireless Facilities (e.g., a major storm or other event of force majeure) in connection with damage to Utility's Poles, Utility shall use Good Utility Practice to support restoration of the damaged Poles and Licensee's efforts to restore its Wireless Facilities, consistent with Utility's priority obligations to its core electric utility business. In the event of localized interruptions (e.g., motor vehicle accidents), Utility shall notify Licensee of the incident after taking any required actions to clear and restore the site. Licensee shall reimburse Utility for all support services provided by Utility to clear and/or assist in the restoration of Licensee's Wireless Facilities. Utility shall invoice Licensee for such costs and expenses. Licensee shall pay such invoice within 30 days of receipt.
- 8.7 Vegetation Management. Licensee shall be responsible for all tree trimming and other vegetation management necessary for the safe and reliable installation, use, and maintenance of its Wireless Attachments and to avoid stress on Poles caused by contact between tree limbs and Licensee's Attachments. If Licensee's personnel or tree trimming contractor fails to adhere to and comply with applicable Laws and Engineering Standards, Licensee will be required to remedy any and all out-of-compliance tree trimming or other vegetation management work. If Licensee fails to carry out the remedy within 30 days after receiving notice of such failure, then Utility may perform the work using its own personnel or a contractor. Licensee shall be responsible for paying Utility for 110% of the costs Utility incurs in taking action under this provision.

ARTICLE 9: SPECIFICATIONS

- 9.1 Specifications. Licensee shall install and maintain each Wireless Facility in accordance with all Engineering Standards (including those set out in **Appendix C**), Good Utility Practice, and any and all Laws. All fees, notices, permits, approvals, certifications, and licenses, and any

necessary easements or other permissions under Section 2.7 required for the installation, maintenance, and operation of Licensee's Wireless Facilities shall be obtained and paid for by Licensee and shall be provided to Utility at no charge prior to the start of work and at any other time upon Utility's request.

- 9.2 Identification of Facilities/Tagging. Licensee shall identify by tagging its Wireless Facility attached to a Pole or on a span of wire or cable running between two Poles. Tag placement shall comply with all applicable Engineering Standards.
- 9.3 Protective Equipment. Licensee and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall, at its own expense, install protective devices designed to handle the voltage and current impressed on its Wireless Equipment in the event of contact with the electric supply conductor.
- 9.4 Violation of Specifications. If any one of Licensee's Wireless Facilities, or any part thereof, is installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within 30 days from receipt of written notice of the violation(s) from Utility, Utility may, at its own option, correct those conditions or proceed to terminate the Permit under Article 16. Utility will attempt to notify Licensee in writing prior to performing such work, whenever practicable. When Utility reasonably believes, however, that a violation poses an immediate threat to the safety of any person, interferes with the performance of Utility's service obligations, or poses an immediate threat to the physical integrity of Utility's electric facilities, Utility may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable thereafter, Utility will advise Licensee of the work performed or the action taken. Licensee shall be responsible for paying Utility for 110% of the costs Utility incurs in taking action under this provision.

ARTICLE 10: INTERFERENCE

- 10.1 No Interference with Utility. Licensee shall not use or operate its Wireless Equipment in a manner that will interfere with Utility's use of the Pole. For the purposes of this Article 10, the term "**interfere**" or "**interference**" includes, but is not limited to, blocking of access to the Pole, radio frequency interference, mechanical interference, or any interference with Utility's equipment. In the event any such interference occurs, Licensee shall use best efforts to (i) remedy such interference no later than 24 hours after telephone and/or email notice has been sent to Licensee's emergency contact person (see Contact Sheet attached as **Appendix F**) or (ii) cease operation of the Wireless Facility or Wireless Equipment causing the interference until such interference can be eliminated with Utility's support, if required. If Licensee fails to timely remedy the interference or power down the Wireless Equipment responsible for the interference, Utility reserves the right to cut off electricity to the Wireless Facility. If Licensee is unable to eliminate the interference within 14 business days of the telephone and/or email notice, Utility shall have the right to terminate the Permit related to the Wireless Facility causing such interference, and the termination provisions of Article 16 shall apply. If Licensee fails to timely remove its Wireless Facility, Section 18.1.2 shall apply.
- 10.2 Emergencies; Notice. In the event of an Emergency, Utility reserves the right to take any action it deems necessary with respect to any Wireless Facility in order to avert or remedy the

Emergency. In such an Emergency, Utility shall give notice to Licensee's emergency contact as soon as reasonably possible.

- 10.3 No Interference with Third-Party Attachers. Licensee shall not use or operate its Wireless Facility in a manner that will cause interference with any other third-party attacher's use of the Pole, provided that such other third-party attacher's installation predates the installation of Licensee's Wireless Facility causing the interference. In the event any such interference occurs, Licensee will (i) remedy such interference within 72 hours after learning of such interference or (ii) cease operation of its Wireless Facility or Wireless Equipment causing the interference until such interference can be eliminated with Utility's support, if required. If Licensee is unable to so eliminate such interference, Utility shall have the right to terminate the Permit for the Wireless Facility causing such interference, and the termination provisions of Article 16 shall apply. Licensee shall cease operation of such Wireless Facility immediately upon receipt of notice pursuant to Article 16. If Licensee fails to timely remove its Wireless Facility, Section 18.1.2 shall apply.
- 10.4 Cooperation for Access. If Utility, Licensee, or other authorized third-party attachers require access to the Pole and such access is restrained as a result of Utility's or Licensee's operational equipment, Licensee and Utility shall work cooperatively to develop and support access requirements. Such work may require temporarily ceasing wireless operations to comply with such standards.
- 10.5 Maintenance on Utility's Pole Structures. Utility may, in its sole discretion reasonably exercised, de-energize any pole-mounted Wireless Equipment any time its personnel or contractors are doing maintenance work on such Poles. Utility shall endeavor to provide at least 24 hours' advance notice of planned maintenance work to Licensee's Network Operations Center by voice message or email (see Contact Sheet attached as **Appendix F**). Advance notice of the de-energization of Wireless Equipment need not be provided in Emergency situations.

ARTICLE 11: INSURANCE

- 11.1 Policies Required. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:
- 11.1.1 *Workers' Compensation and Employers' Liability Insurance.* Statutory workers' compensation benefits and employers' liability insurance policy with a limit of \$1,000,000 each accident/disease. This policy shall include a waiver of subrogation in favor of Utility.
- 11.1.2 *Commercial General Liability Insurance.* Commercial general liability policy with a limit of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including, but not limited to, premises, operations, products and completed operations, personal and advertising injury, blanket contractual coverage, independent contractor's coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities (commonly known as XCU coverage).

- 11.1.3 *Commercial Automobile Liability Insurance.* Commercial automobile liability policy in the amount of \$5,000,000 combined single limit each accident for bodily injury or property damage covering all owned, hired, and non-owned autos and vehicles.
- 11.1.4 *Excess/ Umbrella Liability Insurance.* Excess/umbrella liability policy with a limit of \$1,000,000 per occurrence and aggregate providing coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above.
- 11.1.5 *Property Insurance.* Each party to this Agreement will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Utility's facilities to fully protect against hazards of fire, vandalism, and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance, or shall self-insure such exposures.
- 11.2 Qualification. The insurer must be authorized to do business under the laws of the State of Wisconsin and have an "A" or better rating in Best's Guide.
- 11.3 Contractors and Subcontractors. Licensee shall require all of its contractors and their subcontractors performing any work for Licensee under this Agreement to obtain and maintain substantially the same coverage with substantially the same limits as required of Licensee. Prior to any such contractor or its subcontractors performing any work for Licensee under this Agreement, Licensee shall furnish Utility with a Certificate of Insurance for each such contractor or subcontractor.
- 11.4 Certificate of Insurance; Other Requirements.
- 11.4.1 Upon the execution of this Agreement and within 15 days of each insurance policy expiration date during the term of this Agreement, Licensee will furnish Utility with a certificate of insurance evidencing the coverage required by this Agreement. The certificates shall reference this Agreement and the waiver of subrogation required in Section 11.1.1.
- 11.4.2 Utility shall be included as an "**Additional Insured**" as its interest may appear under this Agreement under all of the policies required by Section 11.1, except worker's compensation and employer's liability, which shall be so indicated on the certificate of insurance.
- 11.4.3 All policies, other than worker's compensation, shall be written on an occurrence and not on a claims-made basis.
- 11.5 Limits. The limits of liability set out in this Article 11 may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any relevant factors or occurrences, including substantial increases in the level of jury

verdicts or judgments or the passage of state, federal, or other governmental compensation plans or laws which would materially increase or decrease Utility's or Licensee's exposure to risk.

- 11.6 Accident or Incident Reports. Licensee shall promptly furnish Utility with copies of any accident or incident report(s) sent to Licensee's insurance carriers covering accidents or incidents occurring in connection with and/or as a result of the performance of the work under this Agreement.
- 11.7 No Limitations. Nothing contained in these insurance requirements is to be construed as limiting the extent of either party's responsibility for payment of damages resulting from either party's activities under this Agreement or limiting, diminishing, or waiving Licensee's obligation to indemnify, defend, and save harmless Utility as set forth in Article 12.
- 11.8 Primary Insurance. It is the intent of both parties that Licensee's policies of liability insurance in place in accordance with the provisions of this Article 11 shall be primary insurance and shall protect both Licensee and Utility from losses arising from the performance of this Agreement.

ARTICLE 12: INDEMNIFICATION AND LIABILITY

- 12.1 Indemnification. Licensee accepts the property in its present condition, as is and where is. Licensee, and its employees, agents, contractors, or subcontractors ("**Indemnifying Parties**") shall defend, indemnify, and hold harmless the [City/Village/Town] and its officials, employees, commissioners, board members, council members, agents, and contractors ("**Indemnified Parties**") against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Utility under any worker's compensation laws or under any plan for employee disability and death benefits), and expenses (including reasonable attorney's fees of Utility and all other costs and expenses of litigation) ("**Covered Claims**") that may be asserted by any person or entity and arise in any way, including from any act, omission, failure, negligence, or willful misconduct, in connection with the construction, maintenance, repair, use, relocation, transfer, or removal by Licensee or by another Indemnifying Party, of Licensee's Wireless Facility or Wireless Equipment, except to the extent of Utility's negligence or willful misconduct gives rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:
- 12.1.1 Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents as associated with Licensee's use;
- 12.1.2 Cost of work performed by Utility that was necessitated by Licensee's or another Indemnifying Party's failure to install, maintain, use, transfer, or remove Licensee's Wireless Equipment in accordance with the requirements and specifications of this Agreement, or from any other work this Agreement authorizes Utility to perform on Licensee's behalf;
- 12.1.3 Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Licensee or other Indemnifying Party pursuant to this Agreement;

12.1.4 Liabilities incurred as a result of Licensee's violation, or a violation by an Indemnifying Party of any law, rule, or regulation of the United States, any state, or any other governmental entity or administrative agency.

12.2 Procedure for Indemnification.

12.2.1 Utility shall give prompt written notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Utility, Utility shall give the notice to Licensee no later than 15 days after Utility receives written notice of the action, suit, or proceeding.

12.2.2 Utility's failure to give the required notice will not relieve Licensee from its obligation to indemnify Utility unless, and only to the extent that, Licensee is materially prejudiced by such failure.

12.2.3 Licensee will have the right at any time, by notice to Utility, to participate in or assume control of, the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to Utility. Utility agrees to cooperate fully with Licensee.

12.2.4 If Licensee assumes the defense of a third-party claim as described above, then in no event will Utility admit any liability with respect to, or settle, compromise, or discharge, any third-party claim without Licensee's prior written consent.

ARTICLE 13: LIMITATION OF LIABILITY

13.1 Limited Liability. Regardless of any other provision of this Agreement, and with the exception of any third-party bodily injury or third-party property damage obligations, under no circumstances will either party be liable to the other, whether in contract, tort (including negligence and strict liability), warranty, or any other legal theory, for any incidental, indirect, special, or consequential damages whatsoever, such as, but not limited to, loss of profits or revenue, cost of capital or of substitute use or performance, interruptions to operations, or for claims for damages by or to the other party's customers. Furthermore, Utility will not be held liable for the accuracy or integrity of any data or message communicated over Licensee's Wireless Facilities.

13.2 Licensee's Assumption of Risk. In addition, Licensee expressly acknowledges that Licensee's Wireless Facilities are exposed to many risks beyond the reasonable control of Utility. Except as expressly provided in this Agreement, Licensee shall assume all risk of loss to Licensee's Wireless Facilities that may arise in connection with such hazards.

13.3 Environmental Hazards. Licensee represents and warrants that its use of Poles will not generate any Hazardous Substances, that it will not store or dispose on or about Poles or transport to Poles any Hazardous Substances, and that Licensee's Wireless Facilities will not constitute or contain and will not generate any Hazardous Substances in violation of state or federal law now or hereafter in effect, including any amendments. "**Hazardous Substance**" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste,

hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations or rules now or hereafter in effect, including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration, or other disaster, its Wireless Facility would not release such Hazardous Substances.

- 13.4 Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Utility or its insurer of the provisions of Wis. Stat. § 893.80, or any other applicable limits on municipal liability.

ARTICLE 14: PERFORMANCE BOND

- 14.1 Duty to Obtain Bond. Licensee shall obtain and maintain at its sole cost a corporate surety bond securing performance of its obligations and guaranteeing faithful adherence to the requirements of this Agreement. The bond shall be: (a) in an amount not less than [§]; (b) issued by a surety company licensed to do business in the State of Wisconsin; and (c) under terms and conditions acceptable to the [Town/Village/City] Attorney.
- 14.2 Time Period to Obtain Bond. Licensee shall obtain the bond prior to making any Wireless Attachments under this Agreement and no later than the 30th day after the Effective Date. Licensee shall renew the bond as necessary to keep it in full force throughout the term of this Agreement and for so long thereafter as Licensee maintains any Wireless Attachments on Utility's Poles.
- 14.3 Bond Does Not Limit Other Rights and Remedies. The rights reserved to Utility under the bond are in addition to all other rights. No action, proceeding, or exercise of a right regarding the bond shall affect Utility's rights to demand full and faithful performance under this Agreement or limit Licensee's liability for damages.

ARTICLE 15: TERM

- 15.1 Term. This Agreement is effective as of the Effective Date and shall continue in effect for an initial term of five years. Thereafter, this Agreement shall automatically renew from year to year unless terminated by either party by giving written notice of its intention to do so not less than 90 days prior to the end of any term.

ARTICLE 16: TERMINATION

- 16.1 Utility's Right to Terminate. Utility shall have the right to terminate this Agreement and/or any Permit, if:
- 16.1.1 Licensee fails to comply with any material provision of this Agreement or defaults in any of its obligations under this Agreement, and Licensee fails within 45 days after written notice from Utility to correct such noncompliance or default. In such event, Utility may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the Permit covering the Wireless Attachment(s) with respect to which such default or noncompliance shall have occurred. Excepting safety-code related defaults, if the default is of such a nature that it cannot be corrected within 45 days,

Licensee's obligation is satisfied if Licensee, within 45 days, submits to Utility a reasonable written plan and work schedule to correct the default promptly and completes that plan on schedule and with reasonable diligence.

- 16.1.2 Licensee's Wireless Facilities are installed, operated, used, maintained, and/or modified in violation of any Law or in aid of any unlawful act or undertaking. Utility agrees not to terminate any Permit under this provision for a period of 45 days, provided that Licensee ceases operations at the site of the violation(s) and is making diligent efforts to correct the violation(s). Licensee shall provide Utility with prompt written notice of any such action under which operation or use of the Wireless Facility or Facilities is denied, revoked, canceled, or reinstated.
- 16.1.3 Any authorization that may be required by any federal, state, or local government or regulatory authority with respect to the installation, operation, use, maintenance, or modification of a Wireless Facility is denied, revoked, or canceled. Utility agrees not to terminate any Permit under this provision for a period of 180 days after receipt of notice of the denial, revocation, or cancellation, provided that Licensee ceases operations at the affected site and is making diligent efforts to obtain or reinstate such authorization(s). Licensee shall provide Utility with prompt written notice of any such action under which operation or use of the Wireless Facility is denied, revoked, canceled, or reinstated.
- 16.1.4 Utility, in its reasonable discretion, believes that termination of any Permit is necessary to ensure the safe and reliable operation and maintenance of Utility's electric system under Section 2.4. Utility will provide at least 30 days' advance notice of termination of any Permit pursuant to this Section.
- 16.2 Removal of Wireless Facilities on Termination. In the event of termination of this Agreement, Licensee shall, in lieu of a Permit Application, submit a plan and schedule to Utility under which Licensee will remove, using its own personnel or a contractor, all of its Wireless Facilities and associated Wireless Equipment located on or near Utility's Poles within 90 days from date of termination; provided however, that Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Utility until Licensee's Wireless Facilities and associated Wireless Equipment are removed. In the event that Licensee fails to vacate the Pole or fails to remove all of its Wireless Equipment, Utility shall have the right, after giving at least 10 days' prior written notice to Licensee, to remove the remaining Wireless Equipment in which event such Wireless Equipment may be retained by Utility as its property without accounting to Licensee therefore, and the expense of such removal and repairs shall be charged to and paid by Licensee without credit for the value, if any, of such Wireless Equipment. Section 18.1.2 applies should Licensee fail to comply with this Section 16.2.
- 16.3 Survival of Obligations. Even after the termination of this Agreement, Licensee's responsibility and indemnity obligations under this Agreement shall continue with respect to any claims or demands related to Licensee's Wireless Facilities.

ARTICLE 17: DUTIES, RESPONSIBILITIES, AND EXCULPATION

- 17.1 Duty to Inspect. Licensee acknowledges and agrees that Utility does not warrant the condition or safety of Utility's Poles, or the premises surrounding the Poles, and Licensee further acknowledges and agrees that it has an obligation to inspect Utility's Poles and/or the premises surrounding the Poles prior to commencing any work on Utility's Poles or entering the premises surrounding the Poles.
- 17.2 Knowledge of Work Conditions. By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its agents, servants, employees, contractors, and subcontractors with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.
- 17.3 **DISCLAIMER. UTILITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO ITS POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 17.4 Missing Labels. Licensee acknowledges that Utility does not warrant that all Poles are properly labeled and agrees that Utility is not liable for any injuries or damages caused by or in connection with missing labels or otherwise improperly labeled Poles. Licensee further agrees to notify Utility immediately if labels or tags are missing or otherwise believed to be improper; however, Utility agrees that Licensee is not liable for any injuries or damages caused by or in connection with Licensee's failure to so notify Utility.
- 17.5 Duty to Supervise. The parties further understand and agree that, in the performance of work under this Agreement, Licensee and its agents, servants, employees, contractors, and subcontractors will work near electrically energized lines, transformers, or other equipment of Utility, and it is the intention that energy therein will not be interrupted during the continuance of this Agreement, except in an Emergency. Licensee shall ensure that its employees, servants, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of Utility, and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees, servants, agents, contractors, and subcontractors with competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in an Emergency in which it may be necessary to de-energize any part of Utility's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.
- 17.6 Requests to De-Energize.
- 17.6.1 In the event Utility, in its sole discretion, elects to de-energize any equipment or line at Licensee's request and for Licensee's benefit and convenience in performing a particular segment of any work, Licensee shall reimburse Utility in full for all reasonable costs and expenses incurred in order to comply with Licensee's de-energization request. Except

during an Emergency, Utility shall provide, upon Licensee's request, an estimate of all costs (including lost revenue) and expenses to be incurred in accommodating Licensee's de-energization request and, upon reviewing such estimate, Licensee shall confirm whether it intends to continue or withdraw such request.

- 17.6.2 Licensee shall not make or break electrical connection at Utility's electric service point at any time without Utility's authorization.
- 17.7 Interruption of Service. In the event that Licensee causes an interruption of service by damaging or interfering with any equipment of Utility's, Licensee at its expense shall immediately do all things reasonable to avoid injury or damages directly resulting therefrom and shall notify Utility immediately.
- 17.8 Duty to Inform. Licensee further warrants that it understands the imminent dangers **(INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION)** inherent in the work necessary to make installations and removals and to engage in operations on Utility's Poles by Licensee's employees, servants, agents, contractors, or subcontractors, and accepts it as its duty and sole responsibility to notify and inform Licensee's employees, servants, agents, contractors, and subcontractors of such dangers, and to keep them informed regarding same.

ARTICLE 18: TRANSFERS AND ALLOCATION OF COSTS

- 18.1 Required Transfer, Rearrangement, or Removal of Licensee's Wireless Attachments.
- 18.1.1 If Utility reasonably determines that it is necessary for Licensee's Wireless Attachments to be transferred to a different or new Pole, rearranged on the same Pole, or removed from the Pole (including, due to an overhead to underground pole-line conversion or termination of a Permit) (collectively, "**Transfer**"), Licensee shall perform such work at its own expense within 40 days after receiving written notice from Utility or within such other time period for the particular type of Transfer as is set out elsewhere in this Agreement ("**Transfer Period**").
- 18.1.2 If Licensee fails to Transfer its Wireless Attachments as required under this Agreement within the requisite Transfer Period, Utility shall have the right to charge Licensee the Failure to Transfer Fee and/or to do the work itself using its own personnel or contractors and charge Licensee 110% of the actual costs incurred. Utility shall not be liable for damage to Licensee's Wireless Equipment except to the extent provided in Article 13.
- 18.2 Allocation of Costs. The costs for any Transfer of Licensee's Wireless Attachments or the modification or replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of Utility's cables or wires) shall be allocated to Utility, Licensee, or other third-party attacher on the following basis:
- 18.2.1 If Utility intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification or replacement of the Pole, and Licensee shall be responsible for the costs associated with the Transfer of its own

Wireless Attachments. Prior to making any such modification or replacement, Utility shall provide Licensee prior written notice in order to allow Licensee a reasonable opportunity to elect to modify or add to its existing Wireless Attachments. If Licensee elects to add to or modify its Wireless Attachments within one year after receiving such notice, Licensee shall bear a pro rata share of the costs incurred by Utility in making the space on the Poles accessible to Licensee.

- 18.2.2 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 of any third-party attacher's equipment. Licensee must submit to Utility evidence, in writing, that it has made arrangements to reimburse all affected third-party attachers for the cost to Transfer such attacher's equipment. Utility shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the Transfer of a third-party attacher's equipment pursuant to this provision.
- 18.2.3 If the modification or the replacement of a Pole is the result of an additional attachment or the modification of an existing attachment sought by an attacher other than Utility or Licensee, the attacher requesting the additional or modified attachment shall bear the entire cost of the modification or pole replacement as well as the costs associated with the Transfer of Licensee's Wireless Attachments. Licensee shall cooperate with such third-party attacher to determine the costs of the Transfer of Licensee's Wireless Attachments.
- 18.2.4 If a Pole must be modified or replaced for reasons unrelated to the use of the Pole (e.g., storm, accident, deterioration), Utility shall pay the costs of such modification or replacement; provided however, that Licensee shall be responsible for the costs of the Transfer of its Wireless Attachments.
- 18.3 Treatment of Multiple Requests for Same Pole. If Utility receives Permit Applications for the same Pole from two or more prospective attachers within a 60-day period, and accommodating their respective requests would require modification or replacement of the Pole, Utility will evenly allocate among such attachers the applicable costs associated with such modification or replacement.
- 18.4 Emergencies/Advance Notice.
- 18.4.1 The written advance notification requirement of this Article 18 shall not apply in an Emergency. During an Emergency, Utility shall provide such advance notice as is practical, given the urgency of the particular situation including a telephone call to Licensee's emergency number (see Contact Sheet attached as **Appendix F**). Utility shall then provide written notice of any such actions taken within 72 hours following the occurrence.
- 18.4.2 When Utility reasonably determines that a transfer of Licensee's Wireless Facility, or any component thereof, is immediately necessary due to an Emergency, Licensee agrees to allow such Transfer. In such instances, Utility will, at its option, either perform the Transfer using its own personnel and/or contractors or require that Licensee do so

immediately. Utility shall not be liable for damage to Licensee's Wireless Equipment except to the extent provided in Section 13.1. Utility shall provide written notice of any such actions taken within 10 days of the occurrence.

- 18.5 Utility Not Required to Relocate. No provision of this Agreement shall be construed to require Utility to relocate its electric facilities on a Pole for Licensee's benefit.

ARTICLE 19: ATTACHMENT TO AND REPLACEMENT OF DECORATIVE STREETLIGHT POLES

- 19.1 Conditions for Attachment. In the event that no existing Utility Pole or Streetlight Pole is suitable for Licensee's purposes under this Agreement, Licensee may seek a Permit to attach to a Decorative Streetlight Pole or to replace an existing Decorative Streetlight Pole with a "**Replacement Pole**" that would accommodate Licensee's Wireless Attachments. Utility will not issue such a Permit unless all the following conditions are met:

19.1.1 The original equipment manufacturer of the Decorative Streetlight Pole makes hardware specifically for Wireless Facility attachment, and Utility approves such hardware.

19.1.2 The attachment of the Wireless Facility does not change the primary purpose of the Decorative Streetlight Pole, which shall remain the purpose for which the pole was originally installed, or cause the pole to be a "wireless tower or base station," within the meaning of Section 6409(a) of the Spectrum Act, 47 U.S.C. § 1455.

19.1.3 If streetlight fixtures and mast arms are replaced, the replacements shall match the arc and style of the original streetlight fixture and mast arm, unless otherwise approved by Utility. The replacement streetlight fixture and mast arm shall be at the same height above the ground as the existing streetlight fixture and mast arm.

19.1.4 To the extent commercially available and technologically compatible with Licensee's local network, Licensee shall use Wireless Equipment that has the smallest visual profile and shall be sized appropriately to the scale of the Decorative Streetlight Pole. A decorative transition shall be installed over the equipment enclosure upper bolts, or a decorative base cover shall be installed to match the equipment enclosure size. All hardware connections shall be hidden from view, as much as reasonably possible.

- 19.2 Standards for Replacement of Decorative Streetlight Poles. In addition to the standards set out in Section 19.1, the following standards also apply to the replacement of an existing Decorative Streetlight Pole ("**Replacement Pole**"):

19.2.1 Replacement Poles shall be of a similar design, material, and color as the replaced pole and other Decorative Streetlight Poles within the immediate area, unless Utility approves an alternative design proposed by Licensee.

19.2.2 All Replacement Poles shall be constructed in the same location, or reasonably close to, the Decorative Streetlight Pole being replaced.

- 19.2.3 Replacement Poles shall be designed and engineered to support a streetlight fixture and, if applicable, a mast arm of length equal to that of the existing Decorative Streetlight Pole to be replaced or of a length approved by Utility based on the location of such pole.
- 19.2.4 All Replacement Poles shall have new streetlight fixtures of the same manufacturer, model, and light output as the removed fixture and nearby streetlight fixtures, or as otherwise approved by Utility.
- 19.2.5 Replacement Poles, including, but not limited to, the pole itself, head, fixtures, mast arm (if applicable) and electrical components, shall have a five-year manufacturer's replacement warranty.
- 19.2.6 Replacement Poles shall meet all applicable Engineering Standards, including American Association of State Highway and Transportation Officials structural guidelines for roadway applications and the American National Standards Institute requirements for vibrations.
- 19.2.7 The height of the Replacement Poles be measured from the ground to the top of poles. All Replacement Pole heights shall be consistent with those of the poles being replaced.
- 19.2.8 Each Replacement Pole component shall be architecturally compatible to create a cohesive aesthetic.
- 19.3 Cost Responsibility. Licensee shall be solely responsible for the following costs:
- 19.3.1 The cost of removing the pre-existing Decorative Streetlight Pole in a manner that will allow its reuse and delivering the pole to Utility's storage yard.
- 19.3.2 The cost to design and install the Replacement Pole and to purchase and deliver at least one back-up Replacement Pole to Utility's storage yard to be used in the event the Replacement Pole is damaged and needs to be replaced. Utility may require purchase and delivery of additional back-up Replacement Poles, taking into account the number of Replacement Poles Licensee installs at any one time. Licensee shall be responsible for replenishing Utility's inventory of back-up Replacement Pole(s) as needed to maintain the required number in utility's storage yard at all times.
- 19.3.3 In the event a Replacement Pole is damaged and, in Utility's sole judgment, needs to be replaced, Utility shall, using its own personnel or a contractor, remove the damaged pole and install a back-up Replacement Pole. All such work shall be done at Licensee's expense. Licensee shall be responsible for replacing its Wireless Attachments on the back-up Replacement Pole.
- 19.4 Ownership of Replacement Poles. Upon completion of construction, inspection, and acceptance by Utility of a Replacement Pole and upon delivery to Utility of a back-up Replacement Pole, ownership of such Replacement Poles shall transfer to Utility.
- 19.5 Utility's Discretion. Notwithstanding anything to the contrary in this Article 19, Utility may, in its sole discretion, deny Licensee's application to attach to an individual Decorative Pole.

ARTICLE 20: NOTICES

20.1 Written Notices. Unless otherwise provided in this Agreement, any notice, request, consent, demand, or statement contemplated to be made by one party to or upon the other shall be in writing and shall be treated as duly delivered when it is either (i) personally delivered to the office of Utility in the case of notice to be given to Utility, or personally delivered to the office of Licensee in the case of notice to be given to Licensee or (ii) deposited in the United States Mail and properly addressed to the party to be served as follows:

If to Utility, to: [Insert Notice Address for Utility]

If to Licensee, to: [Insert Notice Address for Licensee]

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

20.2 Electronic Notices Allowed. The above notwithstanding, the parties may agree in specific instances to use electronic communications (such as email) for notifications related to the Permit Application and approval process and necessary transfers or pole modifications, but not for tender of any legal notices. Licensee shall provide a local contact for all such notices upon execution of this Agreement.

20.3 Licensee's 24-hour Emergency Number. Licensee shall maintain a staffed 24-hour emergency telephone number (see Contact Sheet attached as **Appendix F**), not available to the general public, by which Utility can contact Licensee to report damage to Licensee's Wireless Facilities or other situations requiring immediate communications between the parties. Such contact person shall be qualified and able to respond to Utility's concerns and requests. Licensee's failure to maintain an emergency contact number shall eliminate Utility's liability to Licensee for any action Utility deems reasonably necessary given the specific circumstances.

ARTICLE 21: ASSIGNMENT

21.1 Assignment. Licensee may not assign or otherwise transfer its rights under this Agreement to any other person or entity without Utility's prior written consent, which consent shall not be unreasonably withheld.

21.2 Sub-Licensing. Licensee shall not sub-license any rights under this Agreement to any third party or Affiliate. Any such action shall constitute a material breach of this Agreement.

21.3 Obligations of Assignee/Transferee and Licensee. No assignment or transfer by Licensee of this Agreement shall be effective until the assignee or transferee acknowledges to Utility in writing that it agrees to assume all of Licensee's obligations arising under this Agreement. Licensee shall furnish Utility with written notice of the name, address, and contact information for the transferee or assignee.

ARTICLE 22: UNAUTHORIZED WIRELESS ATTACHMENTS

22.1 Unauthorized Wireless Attachment Fee.

22.1.1 Utility, without prejudice to its other rights or remedies under this Agreement, including but not limited to, requiring Licensee to immediately remove an Unauthorized Wireless Attachment, may require Licensee to submit a Permit Application and pay the Unauthorized Wireless Attachment Fee set out in **Appendix A** within 30 days after the date of written or email notification from Utility of an Unauthorized Wireless Attachment.

22.1.2 If such Permit Application is not received by Utility within the specified time period, Licensee shall remove the Unauthorized Wireless Attachment within seven days at its sole expense. In the event Licensee fails to remove the Unauthorized Wireless Attachment within the seven-day period, Utility may remove the Unauthorized Wireless Attachment without prior notice and without liability, using its own personnel and/or contractors, and charge Licensee 110% of the actual cost incurred.

22.2 **Failure to Act.** No act or failure to act by Utility under this Article 22 shall be deemed a ratification or grant of permission to Licensee to maintain the Unauthorized Wireless Attachment.

ARTICLE 23: PAYMENT OF TAXES

23.1 Each party shall pay all taxes and assessments lawfully levied on its own property, facilities, and equipment, whether free-standing or attached to Utility's Poles. The taxes and assessments that are levied on Utility's Poles shall be paid by Utility, but any tax, fee or charge levied on Utility's Poles solely due to Licensee's use shall be paid by Licensee. Licensee agrees that if any tax, fee, or charge is levied against Utility solely due to Licensee's equipment or facilities being attached to or supported by Utility's Poles, Licensee will reimburse Utility the full amount of said tax, fee, or charge.

ARTICLE 24: MISCELLANEOUS PROVISIONS

24.1 **Amending Agreement.** This Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both parties. Notwithstanding the foregoing, Utility may unilaterally amend **Appendix B** and **Appendix C** from time to time by providing written notice to Licensee pursuant to Section 20.1.

24.2 **Entire Agreement.** This Agreement and its appendices constitute the entire agreement between the parties concerning attachment of Licensee's Wireless Facilities to Utility's Poles. Unless otherwise expressly stated in this Agreement, all previous wireless attachment agreements, whether written or oral, between Utility and Licensee are superseded and of no further effect (except as to provisions that survive termination).

24.3 **Severability.** If any provision or portion thereof of this Agreement is declared invalid by a court or agency of competent jurisdiction, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire

Agreement, but rather it is the intent of the parties that this Agreement be administered as if it did not contain the invalid provision.

- 24.4 No Waiver. If Utility fails to take action to enforce compliance with any of the terms and conditions of this Agreement, such failure shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.
- 24.5 Wisconsin Law Shall Apply. This Agreement is deemed executed in the State of Wisconsin and shall be construed under the laws of the State of Wisconsin without regard to its conflict of laws principles.
- 24.6 Venue for Litigation. In the event suit or action is instituted to enforce or interpret any of the terms of this Agreement, the parties agree that proper venue for such action or suit shall lie in the Circuit Court, County of [REDACTED], State of Wisconsin.
- 24.7 Incorporation of Recitals and Appendices. The recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.
- 24.8 Compliance with Laws. The parties shall comply with any and all Laws in performing their obligations under this Agreement.
- 24.9 No Third-Party Beneficiaries. Except as otherwise expressly stated, the parties have no intent to, and do not, create any third-party rights or interests in this Agreement.
- 24.10 Public Records. Materials provided to Utility pursuant to this Agreement are public records that may be made publicly available pursuant to state and federal public records law. Notwithstanding the foregoing, Licensee may designate items that it reasonably believes contain proprietary or confidential information by clearly marking each portion of such materials accordingly, and Utility shall endeavor to treat the information as proprietary and confidential, subject to applicable state and federal public records laws and Utility's determination that Licensee's request for confidential or proprietary treatment of the application materials is reasonable. Utility shall not be required to incur any costs to protect any materials submitted to Utility pursuant to this Agreement from disclosure.
- 24.11 Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Execution of this Agreement by facsimile or electronic signatures shall have the same legally binding effect as an original paper version.

Utility and Licensee have executed this Agreement in duplicate on the dates set forth on the signature pages that follow.

[SIGNATURE PAGES FOLLOW]

UTILITY:

**[City/Village/Town of _____,]
acting in its capacity as a Wisconsin public utility
By:**

Name: _____

Title: _____

Date: _____

LICENSEE:

[Name of Licensee]

By:

Name: _____

Title: _____

Date: _____

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APPENDIX A²
FEES

The fees set out in the Fee Schedule shall increase annually as provided in Article 3 and shown in the tables below.

FEE SCHEDULE	
Permit Application Fee	Initial Application: [\$300] per Pole Modification Application: [\$250] per Pole Removal Application: [\$150] per Pole [2%] annual escalator
License Fee	[\$250] per Pole per year [2%] annual escalator
Unauthorized Wireless Attachment Fee	4 times the License Fee amount for each Unauthorized Wireless Attachment
Failure to Transfer Fee	¼ of the License Fee amount for each affected Pole for each day, until the Wireless Attachment is transferred, rearranged, or removed

The table below illustrates the operation of the annual escalators, starting with the initial Permit Application Fee and License Fee as stated in the table above. This table assumes that the Effective Date of the Agreement is sometime in 2020:³

Year	Initial Permit Application Fee	License Fee
Initial Term		
2021	\$300 per Pole	\$250 per Pole per year
2022	\$306 per Pole	\$255 per Pole per year

² Items that are highlighted and in **[brackets]** should be added or revised to fit the Utility’s circumstances. All the footnotes in these Appendices are for the Utility’s information only and are not to be included in the executed Agreement.

³ If the Utility changes/negotiates different fees, then it must reflect those changes in this table. Likewise, the table will need to be revised to reflect the stated date of the Initial Term of the Agreement.

2023	\$312.12 per Pole	\$260.10 per Pole per year
2024	\$318.36 per Pole	\$265.30 per Pole per year
2025	\$324.73 per Pole	\$270.61 per Pole per year
First Renewal Term		
2026	\$331.22 per Pole	\$276.02 per Pole per year
Second Renewal Term		
2027	\$337.85 per Pole	\$281.54 per Pole per year

**APPENDIX B
PRE-APPROVED CONTRACTORS**

Utility may update the following lists of pre-approved contractors from time to time on an as-needed basis as provided in Sections 5.7.1 and 24.1 of the Agreement.

Approved Qualified Communications Workers for Work in the Communications Space:

Company Name	Contact Person	Address	Email	Phone Number

Approved Qualified Electrical Workers for Work in the Supply Space:

Company Name	Contact Person	Address	Email	Phone Number

APPENDIX C
SPECIFICATIONS FOR LICENSEE'S WIRELESS FACILITIES

Antenna Attachments

1. No more than two Antennas shall be attached to a Pole.
2. Any audible noise output must not exceed 65 dB, measured at any Wireless Facility.
3. Pole Top Antenna installations shall comply with the following requirements:
 - a. All Pole Top Antennas must meet the 68-inch clearance requirement measured from the highest electrical conductor or device on the Pole.
 - b. Any Antenna mounted above the top of the Pole shall be of a round-sectored design not exceeding 36 inches in height (vertical length). All other specifications for an Antenna set out in this **Appendix C** shall apply.
 - c. Wireless Equipment (other than an Antenna) is not be permitted in the Pole Top Space on Poles that support supply conductors designed to be energized at greater than 750 volts.
 - d. Rigid and suitably-insulated, non-metallic, schedule 80 conduit or U-Guard must be used to cover all wireless equipment cables that run through the Supply Space and must be installed opposite of the center or B-phase on the Pole.
4. All Antennas shall be located in a defined Antenna Area as shown in the drawings provided at the end of this **Appendix C** (“**Drawings**”). The Antenna Area is not exclusive for Licensee’s sole use but shall be subject to Utility’s use and operation of the Pole. Except for Antennas installed in the Pole Top Space (“**Pole Top Antennas**”), Antennas shall be bracketed onto the Pole.
5. Pole Top Antennas can be of a panel or omnidirectional type. Panel antennas cannot exceed 36 inches in height (vertical length), 12 inches in width, or eight inches in depth. Omni directional antennas cannot exceed 36 inches in height (vertical length), 12 inches in width (depth and width are the same measurement of an omnidirectional antenna). There can only be two antenna cylinder enclosures for a Pole Top Antenna installation.
6. Antennas installed outside the Pole Top Space and within the mid-pole portion of the Pole (“**Mid-Pole Antennas**”) can be of a panel or omnidirectional type. Panel antennas cannot exceed 12 inches in height (vertical length), 12 inches in width, or eight inches in depth. Omni directional antennas cannot exceed 12 inches in height (vertical length) or 12 inches in width (depth and width are the same measurement of an omnidirectional antenna). There can only be one antenna cylinder enclosure for a Mid-Pole Antenna installation.
7. Antennas shall only transmit or receive at frequencies for which Licensee itself holds an FCC license. Licensee may use frequency bands listed by the FCC as unlicensed and available for open use as long as their use does not cause interference with Utility’s or a third-party attacher’s equipment.

8. Pole extensions are not permitted. If the desired Pole lacks sufficient Pole Top Space to accommodate placement of a Pole Top Antenna, the Pole should be changed out for a taller Pole at Licensee's expense, where allowed by Utility.
9. Antenna clearances in any direction from electric supply or communications lines must be in compliance with all applicable Engineering Standards. Under no circumstances shall an Antenna clearance be less than that specified by the NESC. A standoff bracket, supplement mounting pipe, and related hardware cannot be greater than 12 inches in height (vertically) and six inches in length (horizontally).
10. An Antenna Area cannot occupy more than three individual quarters of any Pole's cross-section. Additional Antenna accessory equipment may be installed within the limitations of the defined Antenna Area, but shall not interfere with Utility's or other attachers' use of the Pole. Antenna accessory equipment can be affixed to Licensee's standoff bracket or Antenna. All Antenna accessory equipment must be listed on the Permit Application and subsequently included in any post-installation inventory.
11. Mid-Pole Antenna installations shall comply with the following requirements:
 - a. May not exceed 12 inches in height (vertical length) and must comply with all other specifications applicable to an Antenna set out in this **Appendix C** and elsewhere in this Agreement.
 - b. Rigid and suitably-insulated, non-metallic, schedule 80 conduit or U-Guard must be used to cover the cables that run from the Mid-Pole Antenna to a pole-mounted Wireless Equipment Cabinet.

Wireless Attachments Generally

12. Wireless Attachments are prohibited on any Pole that supports electric distribution equipment or existing primary switching equipment such as, but not limited to: primary risers, gang switches, transformers, capacitors, reclosers, sectionalizers, voltage-regulators, voltage-regulator racks, or primary metering. Wireless Attachments are prohibited on any Pole on which the primary supply conductors are changing direction (i.e., angle or corner Pole).
13. Wireless Attachments in the Pole Top Space must be readily accessible by bucket truck.
14. All Wireless Attachments must be placed so as to allow and maintain at all times, a clear and proper climbing space on the face of the Pole. In general, all facilities and vertical runs should be placed on the Pole's quarter faces.
15. Wireless Attachments on Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the NESC and in the Drawings. Utility adopts and requires Licensee's compliance with revisions of the NESC upon adoption by NESC.
16. To prevent Pole degradation, pole bands must be used in mounting a Wireless Attachment. Bolting may be permitted at Utility's discretion.

17. Stand-off bracket installation will not be allowed to meet the 40-inch clearance requirement for the Communication Worker Safety Zone. No mounting brackets are permitted in the Communication Worker Safety Zone.
18. When moving a Wireless Attachment from one location to another, Licensee shall immediately treat all affected holes left in the Pole with industry-acceptable wood preservative and plug all holes left by such Wireless Attachment.
19. No bolt used to attach Wireless Equipment to a Pole shall extend or project more than one inch beyond its nut.
20. All Wireless Attachments shall be installed without the use of attachment arms, extension arms, stand-off brackets or similar hardware, unless otherwise approved in advance by Utility for each Pole.
21. Where Utility's practice is to ground each streetlight fixture and mast arm, the following specifications apply: (i) any Wireless Attachment attached below a streetlight fixture shall be installed at least 12 inches below the bottom mast arm or drip loop of the streetlight supply conductor, whichever is lower; and (ii) If proposing to attach four inches above the top mast arm, the streetlight supply conductor shall be covered with a non-metallic conduit. See Drawing No. C-1 and applicable NESC provisions.
22. Licensee may not attach to streetlight fixtures or mast arms or to Streetlight Poles or Decorative Streetlight Poles that do not support electric distribution equipment unless the original equipment manufacturer makes hardware specifically for wireless facility attachment, and the Utility approves the use of such hardware.
23. Utility will consider requests by Licensee to access existing steel poles on Utility's electric distribution system. Wireless Attachments on steel poles must be firmly secured with clamps and/or stainless-steel banding. The drilling of any additional holes into a steel pole or associated equipment is prohibited. The only exception permitted is the use of a self-tapping set screw for grounding of equipment on steel poles. All riser cables necessary to connect the components of the Wireless Attachment must be installed on the outside of the steel pole using a U-Guard, provided the structural integrity of the steel pole is maintained.

Micro Wireless Facilities

24. All Micro Wireless Facilities shall be no closer than 36 inches and no further than 72 inches from any Utility Pole.
25. On steel Poles, all riser cables necessary to connect the components of a Micro Wireless Facility back to the Pad-Mounted Equipment Cabinet must be installed outside the steel Pole using a U-Guard, provided the structural integrity of the Pole is maintained.
26. Subject to all applicable Engineering Standards, Utility will provide access to distribution poles with overhead streetlights for the purpose of accommodating Micro Wireless Facilities, provided that such installations do not interfere with the maintenance and operation of overhead streetlights.

27. Micro Wireless Facilities may be installed next to Poles that support electric distribution equipment. However, the riser that protects the coaxial cable supporting the strand-mounted micro network node component of the Micro Wireless Facility shall not be installed on such a Pole if the riser: (a) would interfere with Utility's ability to operate or maintain its electrical equipment; (b) could not be installed in compliance with NESC requirements; or (c) the Pole already supports three risers.

Equipment Cabinets

28. A Wireless Equipment Cabinet typically houses devices such as radio equipment, routers, network interface devices, splice trays, computer electronics, DC power plants, power inverters, circuit breakers, batteries, fans, heat exchangers, and assorted cable jumpers interfaces.
29. Wireless Facilities shall be deployed based on the following two Wireless Equipment Cabinet installation designs:
- a. A Pad-Mounted Equipment Cabinet installation is an available option, provided such installation does not create an obstruction in the public right-of-way. A Pad-Mounted Equipment Cabinet must be at least 10 feet from any Pole, anchor, guy, conduit, or riser as shown on Drawing No. C-3. Pad-Mounted Equipment Cabinet installations must include provisions for an electric meter (if electric service is metered) and a service disconnect switch. All such installations must comply with all applicable Engineering Standards and are subject to Utility's review and approval. For Pad-Mounted Equipment Cabinet installations, the Antenna will be installed on a Pole.
 - b. A pole-mounted equipment cabinet installation design is also possible. All Wireless Equipment shall be installed inside the cabinet for all pole-mounted installations. A pole-mounted equipment cabinet shall meet the following requirements and restrictions:
 - i. The cabinet must match as closely as possible the color of the Pole.
 - ii. The maximum dimensions for the cabinet shall not exceed 60 inches in height, 24 inches in width, and 24 inches in depth. The cabinet must be bracketed to the Pole.
 - iii. The total weight of any pole-mounted equipment cabinet may not exceed 200 pounds. Utility will review the required pole loading analysis in order to approve the Pole chosen prior to the installation of all new pole-mounted cabinets to confirm that the Pole is suitable for the proposed installation.
30. An equipment cabinet may not be installed on the following types of Poles: junction poles (a Pole where Utility's primary electric distribution line runs in three or more directions); Poles that are 60 feet or greater in height; transmission poles; Poles already occupied by an equipment cabinet; Poles with cabinets containing controls such as fire alarms, police signals, or traffic signals; Poles with capacitor controls, regulator controls, air switch operating handles, or an existing three-phase overhead transformer bank; Poles with underground electric or communication riser conduits; Poles not accessible by mechanized equipment (e.g., a bucket truck); and pole structures used for guying purposes.

31. Radio equipment can be located in remote radio heads, housed in an equipment cabinet, or even within the Antenna itself. The most common application of radio equipment is in the remote radio head. Radio equipment can transmit or receive. Radio equipment is not limited to size or quantity. A remote radio head shall not be mounted within the Pole Top Space if greater than 750V is present in the Supply Space.

Risers

32. Riser cables are used to connect Antennas and Antenna accessory equipment, backhaul services, and power lines to Wireless Equipment components. All riser cables shall be housed in conduit or U-guard. All conduits shall have top side weather heads. Power cables transporting AC power shall be in separate conduit from DC power or telecommunications cables. All riser cables passing through the Supply Space shall be housed in suitably insulated, non-metallic, schedule 80 conduit or U-guard. Other than in the Supply Space, the conduit or U-guard may be schedule 40 non-metallic or galvanized metallic. All metallic conduit shall be bonded to ground at the Antenna Area ground point and at the Wireless Equipment Cabinet ground point.
33. Cables can be coaxial, fiber optic, solid or stranded metallic conductor. Hybrid cables (i.e., cables with two or more cable types enclosed in one sheath) are permitted. No exposed riser cables or riser cables not in conduit, shall exceed the nominal size of 5/8 inch for coaxial or fiber optic, or 2 AWG for solid or stranded metallic conductor.
34. Riser cables must be affixed to the structure with two-hole pipe straps (a minimum of three such straps are required to support the service raceway). No exposed riser cable slack may be stored externally. All cable slack must be stored in junction boxes or within a Wireless Equipment Cabinet.
35. Antenna riser cables and grounds must be installed in a U-Guard not larger than two inches in diameter.
36. All riser installations, including those providing 120/240 volt power for Licensee's equipment enclosure, shall be placed on the quarter faces of a Pole and limited such that one side (180 degrees) of the Pole is kept clear for climbing space and future replacement of the Pole and must be installed in Utility-approved conduit with a weather head attached to the Pole with metal stand-off brackets.
37. Communication cable risers shall be located on the same side of the Pole as the overhead communication cables and must not cover or obstruct any of Utility's identification tags on the Pole. However, Licensee may request Utility to relocate its identification tags at Licensee's expense and subject to Utility's sole discretion. Ground wires may be attached directly to the Pole. The drip loop at the weather head of an electric supply riser shall be a minimum of 40 inches above the highest communications line on the Pole.

Guys and Anchors

38. Down guys shall not be bonded to ground or neutral wires of the Pole and shall not provide a current path to ground from the pole ground or power system neutral.

39. Licensee shall provide its own anchors. *Under no circumstances* is Licensee permitted to attach its guy to a Utility anchor. Licensee's anchors must be a minimum of four feet from the Utility anchor.
40. No Wireless Attachments may be installed on a Pole or modified, added to, or relocated in such a way as to materially increase the stress or loading on a Pole until all required guys and anchors are installed.
41. Anchors and guys must be installed on each Pole where an angle or dead-end occurs. Licensee shall make guy attachments to Poles at or below the height of its Wireless Attachment.

Clearances

42. The vertical clearances required by the NESC are the absolute minimum clearances allowed by Utility in order to issue a Permit. To ensure that NESC clearances are met under all reasonably anticipated circumstances, Utility may require additional tolerances for movement and variances in construction to be added to the NESC requirements.
43. All vertical runs on Poles, including those for power feed, shall be placed on the quarter faces of the Pole and shall be covered by a riser guard with a two-inch clearance in any direction from cable, bolts clamps, metal supports and other equipment. The riser guard must not cover or obstruct any Utility identification tags on the Pole. However, Licensee may request Utility to relocate Utility's identification tags at Licensee's expense and subject to Utility's sole discretion. Secondary cable providing service to Streetlight Poles may be covered with non-metallic conduit to allow minimum clearances to communication cables and equipment as permitted in the NESC.

Electrical Service

44. A metered electric service is required unless waived by Utility. All electrical permits, service rules, and electrical inspections required by the municipality and Utility shall apply.
45. Where electric service will be metered, the meter box shall be installed according to Utility's standards. All Antenna power sources must have a lockable disconnect.
46. No electrical service connection to Licensee's power supply shall be made or installed by Licensee until Utility shall have completed an inspection of an approved fused service disconnect or circuit breaker installed by Licensee.
47. Utility shall open the service disconnect switch prior to performing any work on Poles in order to de-energize the Antenna. Any backup power (if present by approved exception) shall also be disconnected when the service disconnect switch is operated.
48. Wireless Equipment requiring electrical service shall follow all applicable codes and regulations, including the NEC, as well as obtaining applicable local building and/or electrical permits.
49. With respect to its Wireless Facilities, Licensee shall comply with all applicable requirements provided in the Utility's electric service rules as approved by the Public Service Commission of Wisconsin ("**Service Rules**"), as amended from time to time.

50. Licensee must make an application for electrical service from Utility as required by Utility's Service Rules. The electric service application is not part of the Permit Application. Electric service applications shall be received and processed by Utility. Utility's responsibility for the delivery of electricity to a Wireless Facility ends at the "point of delivery" as that term is defined in Utility's Service Rules.
51. Backup power devices are not allowed.

Grounding and Bonding

52. It is Utility's policy and practice to ground all Poles installed as part of Utility's distribution system and streetlight service. Licensee is required to install its own specific ground electrode and ground bond for its Wireless Facilities.
53. All of the following wireless equipment components or pole appurtenances must be bonded: Antennas, antenna brackets, riser conduits, remote radio heads, and Wireless Equipment Cabinets.
54. There will be one central point of bonding at the Antenna Area and at the Wireless Equipment Cabinet (pole or ground mounted). Central points of bonding shall be a ground bar measuring no greater than, four inches high, 12 inches wide, and exactly one-fourth inch thick. Only two ground bars may be used on a pole structure. The Pole must be connected via #2 AWG solid wire (aluminum, copper, copper-clad aluminum, copper-clad steel) exothermically welded. All connections from wireless components with factory-installed ground posts will be bonded with solid or stranded wire mechanically (or hydraulically) crimped with lugs – the wire shall be aluminum, copper-clad aluminum, copper, copper-clad steel and between #2 AWG to #6 AWG in size. Lugs on the ground bar side will have two lug holes and two mechanical fasteners. A fastener bolt nominal thread size (or factory grounding post) for bonding shall be no smaller than one-sixteenth inch diameter than the lug hole or ground bar hole. The closest ground bar to grade on any pole structure will be bonded via #2 AWG solid wire exothermically welded to ground rod. Ground rods shall be steel or copper-cad steel, 5/8-3/4 inches in diameter, and driven at least eight feet below grade in undisturbed soil. All mechanical connections shall be "tool-tight" with no play or slack if manipulated by hand. All metal material bonded must be non-reactive to inhibit corrosion.
55. A Permit Application for any Wireless Facility shall note if a Utility ground is present or not at the specific Pole location proposed for the Wireless Facility.
 - a. When a Utility ground or another ground is present, the Wireless Facility ground bonding electrode shall be bonded to existing ground rod(s) at a minimum of twelve inches below grade. The ground wire size will be #2 AWG and bonded on each ground rod. All Wireless Facility ground rods shall be at a minimum of twelve inches from other ground rods and/or anchors. Wireless Facilities shall not bond to existing Utility facilities for grounding unless specifically approved in writing by Utility.
 - b. If no ground is present, adding a Utility ground may be an applicable task for any Utility-approved Make-Ready Work.

56. A Licensee’s messenger cable shall be bonded to the Utility Pole ground wire, if any.

RF Exposure

57. Licensee shall comply with all provisions and guidelines of the FCC OET Bulletin 65, as may be amended from time to time.

58. Approved signage compliant with FCC OET Bulletin 65 shall be posted at each hosting a Wireless Facility, and/or at multiple locations on such Poles as required by FCC OET 65. Licensee shall utilize the RF exposure categories and associated signage content and location requirements of FCC Rule 85 FR 18131, as may be amended from time to time. The RF signage shall comply with the appropriate and predetermined exposure levels applicable to: “General Public,” “Occupational Worker,” and “Specialized Worker,” with examples as illustrated below.



Marking Requirements

59. All marking installed by the Licensee shall be 8” x 12” signs or decals made of weather, corrosion, and Ultra-Violet (UV) resistant materials easily visible from ground level.

60. Besides mounting the “General Public,” “Occupational Worker,” and “Specialized Worker,” signs at the location of the corresponding RF exposure category, a “General Public” or “Notice” sign shall be installed at eye level at the base of each Pole, an “Occupational Worker” or “Caution” sign shall be mounted at each Wireless Facility AC service disconnect and on each Pad-Mounted Equipment Cabinet and a “Specialized Worker” or “Warning” sign shall be mounted within 24 inches of each Antenna.

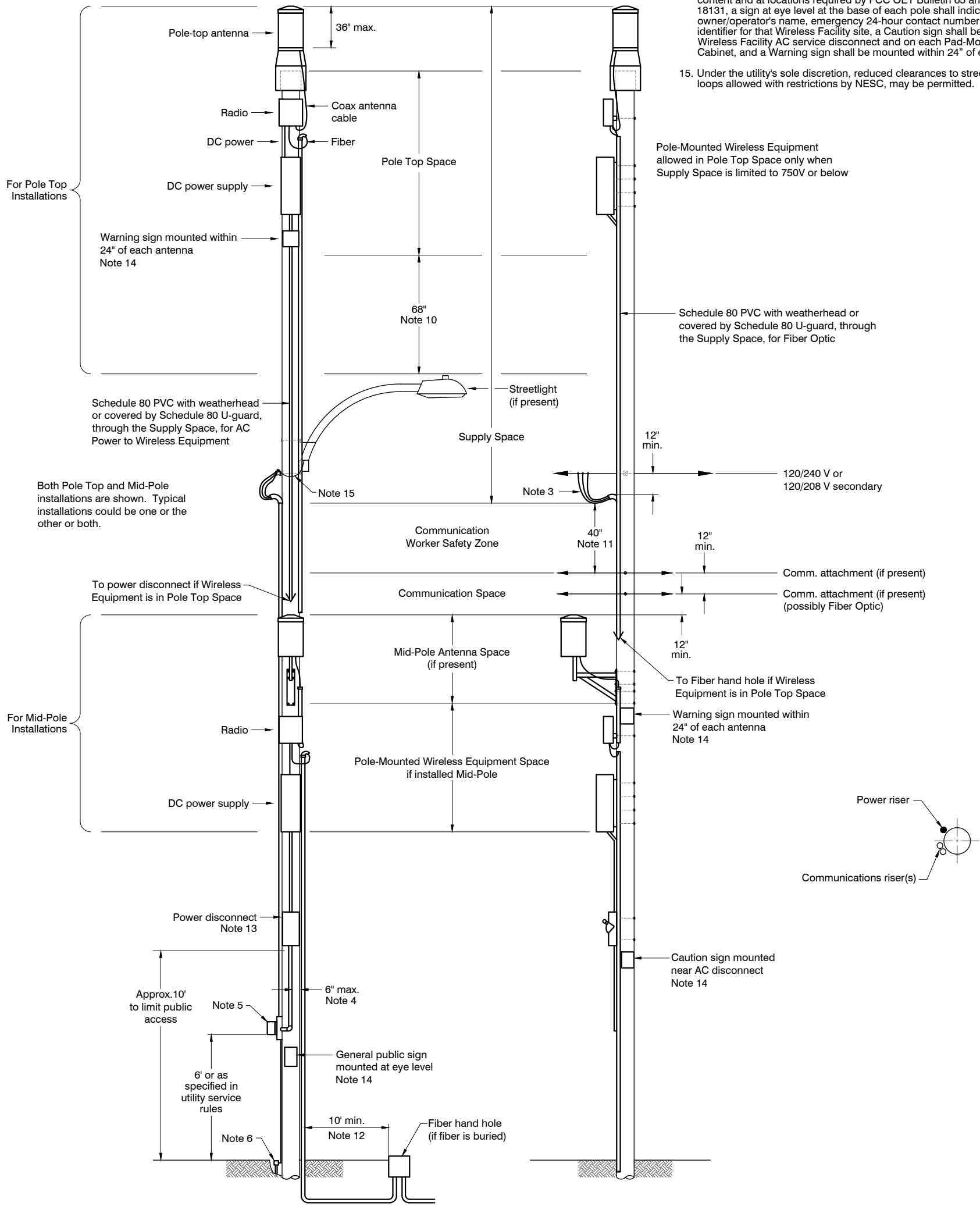
61. At a minimum, the Notice sign, which is installed at eye level at the base of each Pole, shall indicate the Antenna’s owner/operator’s name, emergency 24-hour contact number, and a unique identifier for that Wireless Facility site.

NOTES:

1. This installation shall comply with all applicable electrical code and state, city, village, town, and utility requirements. See utility service rules book.
2. All materials shall be furnished and installed by Licensee except meter.
3. Service entrance conductors shall extend 30" beyond weatherhead and have 600 volt rated insulation. Utility will make connections to 120/240 V or 120/208 V source as available.
4. 6" maximum between service entrance conduit and communications cable.
5. Use utility approved meter socket. See service rules for details. Only the line side conductors shall enter the top of the socket.
6. Grounding shall be in accordance with National Electric Code article 250, Wis. State Electrical Code and Utility service rules.
7. Pole location and framing to be approved by utility.

NOTES:

8. Proof of compliance shall be certified by an electrical inspector or a certificate of compliance from the electrician who performed the work.
9. Licensee is responsible for verifying the utility supply voltage, before ordering equipment.
10. The general intention behind this 68" is to allow room for a qualified contractor to safely install and work on wireless facilities above the utility's lines. It also serves as a separation between antennas and utility facilities.
11. Communication worker safety zone is 40" below lowest supply conductor present. This could be a secondary riser drip loop, or the secondary run, or the system neutral.
12. 10' to allow linemen work area (clear fall/drop zone)
13. Power disconnect can be omitted if a meter socket with disconnect or main breaker is utilized per utility service rules.
14. Besides mounting the Category 1 General Public/Information sign, the Category 2 Occupational Worker/Notice sign, the Category 3 Specialized Worker/Caution sign, and the Category 4 Specialized Worker/Warning or Danger sign with the content and at locations required by FCC OET Bulletin 65 and FCC Rule 85 FR 18131, a sign at eye level at the base of each pole shall indicate the Antenna's owner/operator's name, emergency 24-hour contact number, and a unique identifier for that Wireless Facility site, a Caution sign shall be mounted at each Wireless Facility AC service disconnect and on each Pad-Mounted Equipment Cabinet, and a Warning sign shall be mounted within 24" of each Antenna.
15. Under the utility's sole discretion, reduced clearances to streetlight supply drip loops allowed with restrictions by NESC, may be permitted.

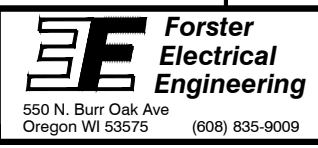
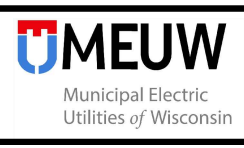


POLE-MOUNTED COMMUNICATION EQUIPMENT

Not to scale

Wireless facilities shall be de-energized before utility personnel work on poles above the RF caution sign as placed in accordance with FCC OET65. See the MEUW Safety manual for additional information.

Rev	Date	Description	Drawn	Eng
2	07/29/20	Revised with added notation	AEB	BWB
1	07/07/20	Issued for MEUW model wireless attachment agreement	SMP	BWB



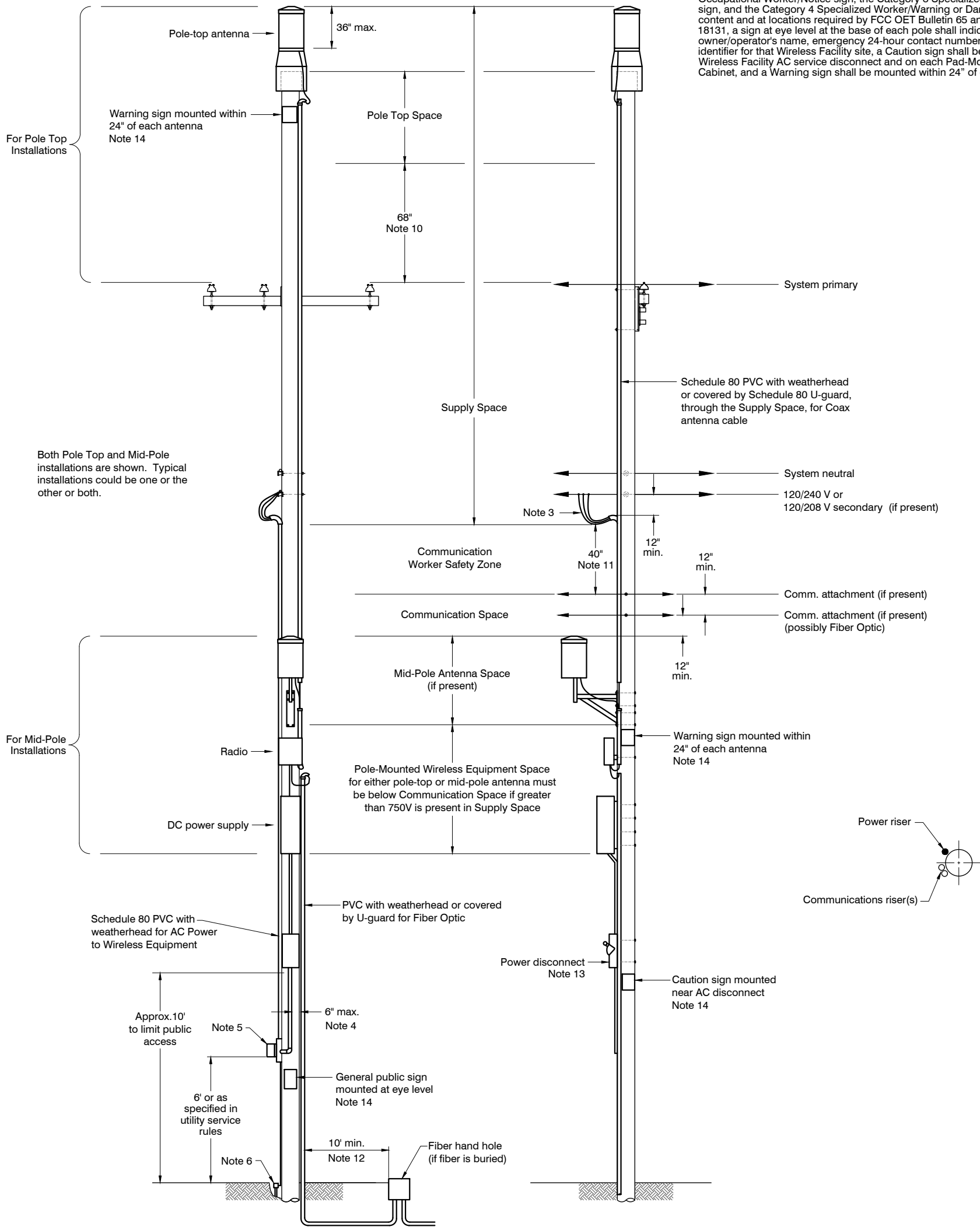
Wireless Communications Attachments to Low Voltage Supply Poles with Pole-Mounted Wireless Equipment
Drawing Number: **C-1**

NOTES:

1. This installation shall comply with all applicable electrical code and state, city, village, town, and utility requirements. See utility service rules book.
2. All materials shall be furnished and installed by Licensee except meter.
3. Service entrance conductors shall extend 30" beyond weatherhead and have 600 volt rated insulation. Utility will make connections to 120/240 V or 120/208 V source as available.
4. 6" maximum between service entrance conduit and communications cable.
5. Use utility approved meter socket. See service rules for details. Only the line side conductors shall enter the top of the socket.
6. Grounding shall be in accordance with National Electric Code article 250, Wis. State Electrical Code and Utility service rules.
7. Pole location and framing to be approved by utility.

NOTES:

8. Proof of compliance shall be certified by an electrical inspector or a certificate of compliance from the electrician who performed the work.
9. Licensee is responsible for verifying the utility supply voltage, before ordering equipment.
10. The general intention behind this 68" is to allow room for a qualified contractor to safely install and work on wireless facilities above the utility's lines. It also serves as a separation between antennas and utility facilities.
11. Communication worker safety zone is 40" below lowest supply conductor present. This could be a secondary riser drip loop, or the secondary run, or the system neutral.
12. 10' to allow linemen work area (clear fall/drop zone)
13. Power disconnect can be omitted if a meter socket with disconnect or main breaker is utilized per utility service rules.
14. Besides mounting the Category 1 General Public/Information sign, the Category 2 Occupational Worker/Notice sign, the Category 3 Specialized Worker/Caution sign, and the Category 4 Specialized Worker/Warning or Danger sign with the content and at locations required by FCC OET Bulletin 65 and FCC Rule 85 FR 18131, a sign at eye level at the base of each pole shall indicate the Antenna's owner/operator's name, emergency 24-hour contact number, and a unique identifier for that Wireless Facility site, a Caution sign shall be mounted at each Wireless Facility AC service disconnect and on each Pad-Mounted Equipment Cabinet, and a Warning sign shall be mounted within 24" of each Antenna.



POLE-MOUNTED COMMUNICATION EQUIPMENT

Not to scale

Wireless facilities shall be de-energized before utility personnel work on poles above the RF caution sign as placed in accordance with FCC OET65. See the MEUW Safety manual for additional information.

Rev	Date	Description	Drawn	Eng
2	07/29/20	Revised with added notation	AEB	BWB
1	07/07/20	Issued for MEUW model wireless attachment agreement	SMP	BWB



Wireless Communications Attachments to High Voltage Supply Poles with Pole-Mounted Wireless Equipment

Drawing Number: **C-2**

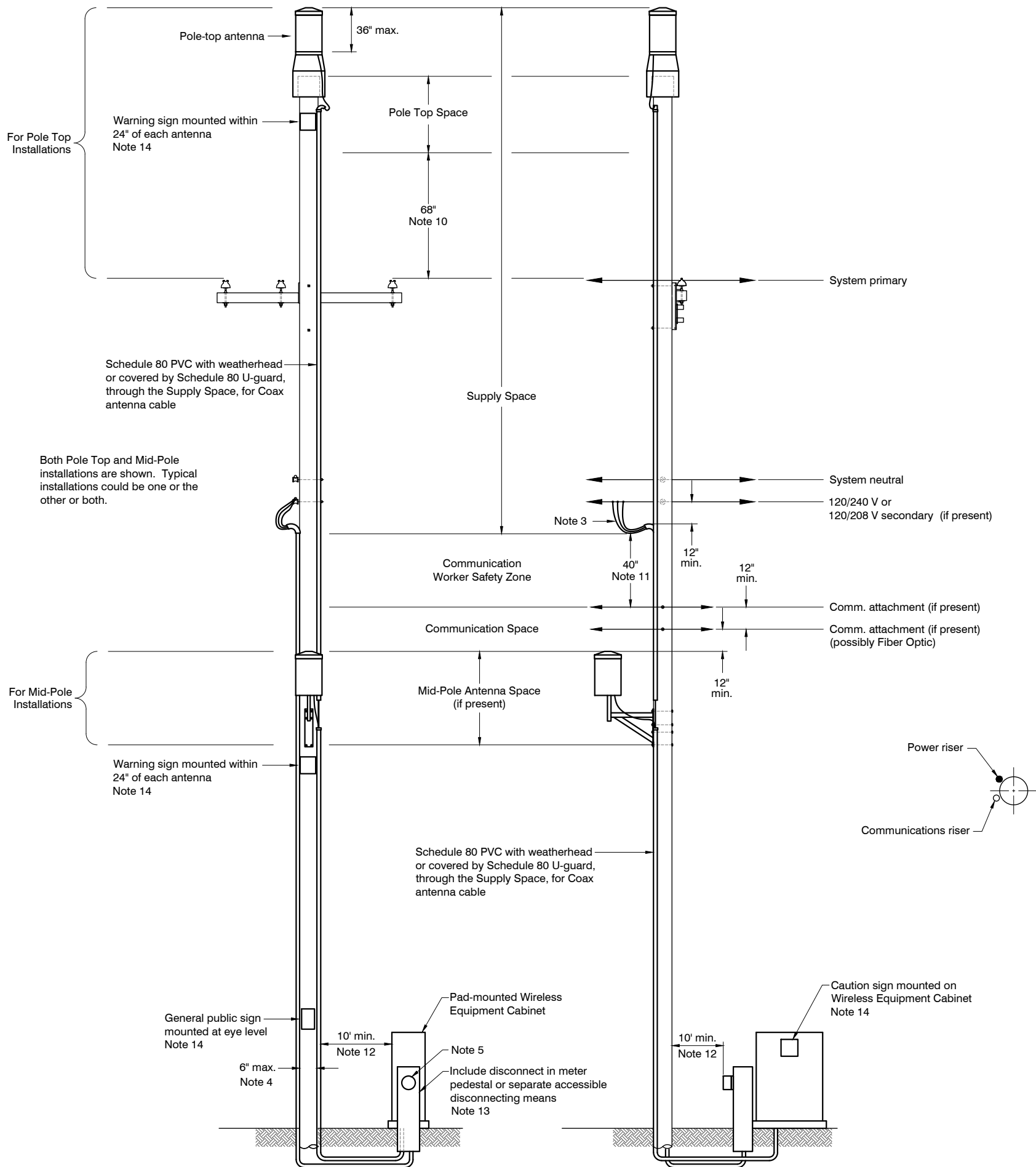
550 N. Burr Oak Ave
Oregon WI 53575 (608) 835-9009

NOTES:

1. This installation shall comply with all applicable electrical code and state, city, village, town, and utility requirements. See utility service rules book.
2. All materials shall be furnished and installed by Licensee except meter.
3. Service entrance conductors shall extend 30" beyond weatherhead and have 600 volt rated insulation. Utility will make connections to 120/240 V or 120/208 V source as available.
4. 6" maximum between service entrance conduit and communications cable.
5. Use utility approved meter socket. See service rules for details. Only the line side conductors shall enter the top of the socket.
6. Grounding shall be in accordance with National Electric Code article 250, Wis. State Electrical Code and Utility service rules.
7. Pole location and framing to be approved by utility.

NOTES:

8. Proof of compliance shall be certified by an electrical inspector or a certificate of compliance from the electrician who performed the work.
9. Licensee is responsible for verifying the utility supply voltage, before ordering equipment.
10. The general intention behind this 68" is to allow room for a qualified contractor to safely install and work on wireless facilities above the utility's lines. It also serves as a separation between antennas and utility facilities.
11. Communication worker safety zone is 40" below lowest supply conductor present. This could be a secondary riser drip loop, or the secondary run, or the system neutral.
12. 10' to allow linemen work area (clear fall/drop zone)
13. If a disconnect or main breaker is not permitted in the meter pedestal by utility service rules, an accessible power disconnect shall be installed.
14. Besides mounting the Category 1 General Public/Information sign, the Category 2 Occupational Worker/Notice sign, the Category 3 Specialized Worker/Caution sign, and the Category 4 Specialized Worker/Warning or Danger sign with the content and at locations required by FCC OET Bulletin 65 and FCC Rule 85 FR 18131, a sign at eye level at the base of each pole shall indicate the Antenna's owner/operator's name, emergency 24-hour contact number, and a unique identifier for that Wireless Facility site, a Caution sign shall be mounted at each Wireless Facility AC service disconnect and on each Pad-Mounted Equipment Cabinet, and a Warning sign shall be mounted within 24" of each Antenna.



PAD-MOUNTED COMMUNICATION EQUIPMENT

Not to scale

Wireless facilities shall be de-energized before utility personnel work on poles above the RF caution sign as placed in accordance with FCC OET65. See the MEUW Safety manual for additional information.

Rev	Date	Description	Drawn	Eng
2	07/29/20	Revised with added notation	AEB	BWB
1	07/07/20	Issued for MEUW model wireless attachment agreement	SMP	BWB



Wireless Communications Attachments to High Voltage Supply Poles with Pad-Mounted Wireless Equipment

Drawing Number: **C-3**

550 N. Burr Oak Ave
Oregon WI 53575 (608) 835-9009

**APPENDIX D
PERMIT APPLICATION
AND
ATTACHMENT PERMIT**

[ATTACHED]

PERMIT APPLICATION

Date Application Received: _____

Project No. _____

To: [NAME OF UTILITY]
ATTN: [_____]]
[ADDRESS]
Phone: [_____]]

In accordance with the terms and conditions of the Licensing Agreement for Wireless Attachments between Licensee and Utility, Licensee hereby applies for a Permit to attach, modify, or remove Wireless Attachment(s) on Utility's Pole(s) in the locations detailed on the attached map(s).

Applicant desires to:

- Attach Wireless Facilities to Pole(s)
- Modify existing Wireless Attachment on Utility's Pole(s)
- Remove Wireless Attachment from Utility's Pole(s)

Number of Poles	Attach map showing location of Poles identified by pole number and/or street location
Licensee's Corporate Name	Licensee's Address
Contact Person's Name and Title	Contact Person's Phone No. and Email

Narrative Description of Proposed Activity (attach additional sheet if needed):

The following items must accompany this Permit Application:

1. All required fees.
2. A map showing the location of the affected Poles, including, where applicable, associated fiber routes or backhaul arrangements.
3. The number and character of the Wireless Attachments to be placed on each Pole.
4. A description of all Wireless Equipment to be included in Licensee's proposed Wireless Facility.
5. Detailed construction plans and drawings prepared by a Wisconsin-licensed professional engineer, including:
 - a. All relevant information required in the License Agreement.
 - b. A drawing showing the type and manner of facilities to be attached to each Pole.
 - c. A drawing showing installation details and equipment specifications for the Wireless Equipment Licensee proposes to use.
 - d. A drawing noting whether a Utility or other ground is present at the specific Pole location proposed for the Wireless Attachment.
6. A proposed work schedule for each Pole site Licensee proposes to use.
7. Recommendations on Make-Ready Work, if directed by Utility to conduct a Make-Ready Survey and to provide a pole-loading analysis prepared by a Wisconsin-licensed structural engineer. See **Appendix E** for loading calculation guidelines.
8. The name and qualifications of any contractor Licensee intends to hire to perform the installation work.
9. A staffed 24-hour emergency telephone number, not available to the general public, by which Utility can contact Licensee to report damage to its Wireless Facilities or other situations.
10. A reminder/request to specifically identify any request to place new pedestals, vaults, or other ground-mounted enclosures within [10] feet of any Pole or other Utility facility, as required by Section 6.4 of the Agreement.
11. The RF data and worker clearances required by Section 6.3 of the Agreement.
12. The certification required by Section 5.3 of the Agreement, if applicable.
13. Licensee shall submit a report certifying FCC OET 65 compliance for each applied or licensed Wireless Attachment location. The following elements, at a minimum, must be contained within the report:
 - a. A statement of compliance (or non-compliance).
 - b. Date of the report.

- c. Date of statement of compliance.
- d. Utility Pole number proposed for the Wireless Attachment.
- e. Licensee's site or identification number for the Wireless Attachment.
- f. GPS coordinates of the proposed pole for the Wireless Attachment.
- g. Calculation of RF power at the transmitter or remote radio heads.
- h. Calculation of RF power at the Antennas.
- i. Location of the applicable signage with above-ground-level height listed.
- j. Data sheets for all Wireless Equipment that makes up the Wireless Attachment setup. The data sheets shall include, at a minimum, voltage requirements, ERP, EHF, licensed and unlicensed frequencies, duty cycle, and FCC license reference copy. This information shall be organized based on the four components of the Wireless Attachment:
 - i. Antennas, including brackets, cables, conduit and enclosures.
 - ii. Wireless equipment electronics, including remote radio heads, transmitters, transceivers, receivers, related electronic components, communications cables, power supply wires, conduit, and enclosures.
 - iii. Regarding backhaul equipment, identify the backhaul service provider, as well as the type of communication facility used to provide the backhaul service (e.g., wireless or fiber), the type of conduit used, and the type of network interface device or other component to be used to mark the point of demarcation between the backhaul provider's equipment and Licensee's equipment.
 - iv. Power supply, including the type of service disconnect switch used to shut off power and mark the point of delivery for electricity.
- k. Licensee must provide the contact information for wireless interference analysis follow up and coordination when operational circumstances require Licensee to power down the relevant Wireless Facility. Specifically, Licensee must provide the name, phone number, and email address for the relevant contact person as well as the name and address of the contact person's employer.
- l. The interference analysis report should include any calculated interference that could be produced via interaction with Utility licensed frequencies.⁴

⁴ Keep in mind that your utility may employ SCADA or AMI equipment that operates on unlicensed (SCADA) or licensed (AMI) frequencies, which could be impacted by the Wireless Equipment. Thus, your utility will want to ensure that Licensee is operating at frequencies that won't cause interference to your utility's SCADA or AMI Equipment.

- i. A carrier-to-interference (C to I) ratio-based study should be performed if carrier frequencies are adjacent or co-channel to Utility frequencies.
 - ii. The study should list results in dB and can be done on a service area basis.
- m. The intermodulation analysis report must include a clearly written interference analysis of Licensee's licensed and unlicensed frequencies against the target frequencies provided by Utility.
 - i. Assume minimum range of collocation to maximum range of source to be 2,000 feet.
 - ii. If the proposed Wireless Facility is to be within one mile of another FCC licensed transmitter, the report shall include those additional frequencies.
 - iii. The report shall also include any known interference that could be produced via interaction with other FCC licensees in the referenced application band of frequencies. For the purpose of this item, assumed minimum range of collocation to maximum range of source to be 2,000 feet. Resulting report shall show non-interference against the target Utility frequencies to the seventh order.

Utility reserves the right not to accept reports that Utility, in its reasonable discretion, deems incomplete, contradictory, and/or erroneous. All statements of compliance must be signed by an authorized and responsible employee of Licensee or the FCC licensee that owns the licensed frequencies subject to compliance, if not Licensee (the "**Licensed Party**"). Licensee or the Licensed Party is required to submit an annual report and statement of compliance for each permitted Wireless Attachment location. The annual report will be due on the same date as the information required to be submitted pursuant to Section 8.5 of the Agreement.

- 14. Technical drawings identifying all electrical specifications and requirements for the Wireless Attachment shall be provided to Utility and should accompany every Application for a Wireless Attachment.
- 15. Any other information Utility reasonably requests.
- 16. For an application to modify an existing Wireless Attachment and/or Wireless Equipment, all items listed above (unless waived by Utility), as well as a description of the existing Wireless Equipment to be modified.
- 17. For an application to remove a Wireless Attachment or Wireless Equipment, items 1, 2, 6, 8, and 9 above, along with a detailed description of the Wireless Attachment or Wireless Equipment to be removed and the measures the Licensee will take to protect the strength integrity and restore the Pole to its pre-attachment condition.

ATTACHMENT PERMIT

- **Project No.** _____
- **Date Application Received by Utility:** _____
- **Date Attachment Permit Issued by Utility:** _____

[NAME OF UTILITY] hereby grants **[NAME OF COMPANY]** permission to attach, modify, or remove Wireless Attachment(s) and/or Wireless Equipment on the Poles indicated below, subject to the terms and conditions of the License Agreement for Wireless Attachments to Poles between the parties **[and the attached permit conditions]**.⁵

Poles for Wireless Attachments	Poles for Modifications	Vacated Poles
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____
4. _____	4. _____	4. _____
5. _____	5. _____	5. _____

[NAME OF UTILITY]

By: _____

Print Name: _____

Title: _____

⁵ Each Utility must decide for itself whether it will require Licensee to meet any additional requirements as a condition to issuing the Permit.

EACH UTILITY WILL NEED TO TAILOR THESE GUIDELINES TO FIT ITS OWN CIRCUMSTANCES.

APPENDIX E GUIDELINES FOR POLE LOADING/STRENGTH CALCULATIONS

Upon Utility's request, Licensee's Permit Application must include a pole loading analysis from a Wisconsin-licensed professional engineer experienced in electric utility system design. [This analysis must clearly identify the proposed construction and must verify that the proposed Wireless Attachments will maintain Utility's compliance with NESC Grade B construction for the loading district as outlined in the NESC Section 25.]

The following minimum conditions shall be used in the calculations for pole strength:

1. All single-phase lines shall be assumed to have been reconducted to #2 ACSR, 7/1, Code Name SPARATE for both phase and neutral.
2. All three phase lines shall be assumed to have been reconducted to 336 ACSR, 18/1, Code Name MERLIN for 3 phases and neutral.
3. All pole lines shall assume a secondary/service conductor, installed from pole to pole, of #4/0 AWG triplex cable, with an ACSR messenger.
4. For pole strength calculations, all poles shall be as they actually exist, or be considered Class 4 for calculations.
5. Points of attachment shall be as they actually exist on the poles.
6. For a Utility-approved joint use of anchors, Licensee shall utilize guy insulators in its guys.

**APPENDIX F
INITIAL CONTACT SHEET**

Licensee's contact information must be updated annually if it has changed from the previous year (see Section 8.5.5 of the Agreement and **Appendix G**).

UTILITY CONTACT INFORMATION		
	Phone Number(s)	Email
Business Hour Contact		
Emergency Contact		

LICENSEE CONTACT INFORMATION		
	Phone Number(s)	Email
Business Hour Contact		
Emergency Contact/NOC		
Billing Department		

**APPENDIX G
ANNUAL REPORT FORM**

This form is to be submitted annually in accordance with Section 8.5 of the Agreement.

12-Month Reporting Period: _____ to _____

NEW WIRELESS ATTACHMENTS	
Location (by Utility Pole number, if available)	Description

MODIFICATIONS TO PRE-EXISTING WIRELESS ATTACHMENTS	
Location (by Utility Pole number, if available)	Description

NON-FUNCTIONAL WIRELESS EQUIPMENT	
Location (by Utility Pole number, if available)	Description

REMOVED WIRELESS EQUIPMENT		
Location (by Utility Pole number, if available)	Description	Date of Removal

UPDATED CONTACT SHEET

This section should be filled out if Licensee’s contact information has changed from the previous year (see Section 8.5.5 of the Agreement).

UPDATED LICENSEE CONTACT INFORMATION		
	Phone Number(s)	Email
Business Hour Contact		
Emergency Contact/NOC		
Billing Department		