



**AGENDA ITEM EXECUTIVE SUMMARY**

Title:	Recommendation to Authorize the Mayor and City Clerk to Execute an Agreement with Wide Open West for Placement of Fiber Optic Cables on City Owned Poles
Presenter:	Tom Bruhl

*Please check appropriate box:*

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 01.26.15
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$NA	Budgeted:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

**Executive Summary:**

Verizon contacted the City with a proposal to install Verizon Mini-Cell Sites on City owned infrastructure, and an agreement with Verizon was completed in 2013. Subsequently, Verizon has chosen Wide Open West as their preferred provider for fiber optic connection with the Mini-Cells. The pole attachment agreement is based on an existing AT&T agreement, with enhanced language that is beneficial to the City. The pole attachment offers a revenue stream for renting space on poles that we own and maintain. The additional weight loading on the pole is not significant and the City costs to administer the agreement are limited to administrative related expenses. The City has no additional liability, and has the right to refuse any proposed location. The master agreement has been reviewed and approved by our City Attorney.

**Attachments:** *(please list)*

Master Agreement

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to authorize Mayor and City Clerk to execute agreement with Wide Open West for Placement of Fiber Optic Cables on City Owned Poles

<i>For office use only:</i>	<i>Agenda Item Number: 4.d</i>
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JOINT USE POLE ATTACHMENT AGREEMENT

This Agreement made this \_\_\_\_\_ day \_\_\_\_\_, 2015, by and between THE CITY OF ST. CHARLES, a municipal corporation of the State of Illinois, hereinafter referred to as "Owner", and WIDEPENWEST ILLINOIS, LLC, a Delaware limited liability company and SIGECOM, LLC, an Indiana limited liability company, together hereinafter referred to as "Licensee".

WITNES S:

WHEREAS, the City of St. Charles and Licensee desire to establish joint use of poles owned by the City of St. Charles under the terms and conditions set forth below:

WHEREAS, among the purposes of this Agreement are to reduce the number of dual pole lines utilized by both parties and to provide better economy of service to customers of both parties; and

WHEREAS, the conditions determining such joint use shall depend upon the service requirements to be met by each party, including considerations of safety and economy.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, their successors and assigns, do hereby agree as follows:

Section 1. Scope of Agreement.

This Agreement covers all jointly-used poles within the corporate limits as now or hereafter existing of the City of St. Charles and/or its electrical service area as such corporate limits and/or electrical service areas may be amended from time to time. This Agreement includes all wood poles which are: (a) presently owned by the Owner, or (b) as hereafter erected by the Owner, or (c) as may be purchased from time to time by the Owner from the Licensee in accordance with the procedures hereinafter set forth. The Owner reserves the right to exclude from joint use such poles which, in the Owner's judgment, are necessary for its sole use. This Agreement shall not exempt the Licensee from the requirements of the Owner's Subdivision Control Ordinance or such ordinances that relate to subdivisions.

Section 2. Code Specifications.

The joint use, construction and maintenance of poles covered by this Agreement shall be in conformity with the Illinois Commerce Commission's General Order 160 (1968), the National Electrical Safety Code (2012), and the National Electrical Code (2014). Any changes in said Codes shall be reviewed and mutually agreed to by the parties. The Owner shall not be bound by the jurisdiction of the Illinois Commerce Commission or any successor in interest thereto. Any change in the Illinois Commerce Commission's General Order 160 affecting this Agreement, shall be tendered to the Owner by Licensee within thirty (30) days of the effective date of such change. Any joint use pole which does not conform to the most stringent standards as set forth above shall be brought to the attention of Owner by Licensee, or vice versa, as the case may be,

and than sixty (60) days after notice of discovery of such non-conformity, Acts of God excepted. However, in the event Owner shall have scheduling conflicts, Owner shall be given such additional time as may be required, and shall set forth a proposed schedule therefor. If Licensee attachment creates the non-conformity with standards, Licensee shall be responsible for 100% of the cost to obtain conformance. Owner will only be responsible for costs related to conformance as if the Licensee was not attached to the pole. If the parties cannot resolve through good faith negotiations any disputes related to the costs of work related to standard conformity, Owner may require that Licensee remove the disputed attachment from the pole.

Section 3. Placing, Transferring or Rearranging of Pole Attachments.

- A. Whenever the Licensee desires to reserve space on any pole which Licensee is not already using, Licensee shall make written application to the Owner specifying in such application (1) the location of the pole in question, and (2) the number or kind of attachments which it desires to place thereon. Licensee shall submit such application upon a form as depicted in Exhibit A. Within twenty (20) business days after receipt of such application, the Owner shall notify the Licensee, in writing, whether or not said pole is excluded from joint use. In the event said pole is not so excluded, and after completion by Owner of any transferring or rearranging of Owner's attachments, including any necessary pole replacements as provided in Section 5 below, the Licensee shall have the right to use such space for its attachments and circuits as required in the application and with approval of Owner. In emergency service situations where written application is not possible, Licensee may make application orally to the City Director of Public Works or its delegated nominee which shall be forthwith reduced to writing as provided by this subparagraph.
- B. Where Licensee's attachments can be located on existing poles of the Owner and rearrangement of the Owner's attachments is necessary to provide Licensee with a portion of the standard space, Licensee agrees to reimburse Owner for the costs and expenses incurred by Owner for such transferring and/or rearranging its attachments including the costs of strengthening (guying) such poles. However, in the event that Owner determines that such poles are inadequate to accommodate Licensee's attachments, Licensee agrees to reimburse Owner for the (1) actual cost of the new pole; (2) the actual cost of transferring Owner's facilities to the new pole; and (3) any other actual costs incurred by Owner in such replacement, such as the expense of removing an old pole.
- C. Except as otherwise provided herein, Owner and Licensee shall each place, rearrange, transfer, remove and maintain its respective attachments, including any necessary tree trimming or cutting, at its own expense and shall at all times perform such work within sixty (60) days of notice by the other party, Acts of God excepted. Licensee shall be responsible for the costs of pole replacements related to pole breakage due to foreign object contact solely with its facilities. For example if a tree falls and makes contact solely with the Licensee facilities and such causes pole breakage, the Licensee shall be responsible for the entire cost the

Owner incurs to restore with no depreciation credited. If pole breakage occurs due to foreign object contact with more than just Licensee's facilities, the cost of pole replacement will be equitably shared by all affected parties. Should the contact be due to negligence, for example a garbage truck or dump truck driving over allowed height catches the Licensee cable causing pole/s to break, the Owner shall replace the poles, Licensee shall reimburse Owner for costs, and Licensee shall be responsible for recovering from the negligent party. If the negligent contact is to more than just Licensee's facilities, the cost to replace the affected pole shall be equitably shared by all affected parties, and all parties shall cooperate in good faith at their cost to seek recovery from the negligent party.

Section 4. Standard Space.

A. For the purposes of this Agreement Licensee's "standard space" shall be defined as that area of the poles reserved for Licensee's attachments as set forth below. Note that third party attachments may already exist within the Licensee's Standard Space. In the event that there is inadequate space within Licensee space due to existing attachments, and the pole needs to be replaced with a taller pole, the cost for this work shall be borne by the Licensee.

Pole Size	Setting Depth	Licensee's Standard Space	Point of Beginning of Standard Space from Top of Pole
35'	6'	4'	13-1/3'
40' (1)(5)	6'	4'	20-1/3'
45' (1)	6-1/2'	4'	20-1/3'
40' (2)(3)	6'	4'	13-1/3'
45' (2)(3)	6-1/2'	4'	13-1/3'
40' (4)	6'	2'	13-1/3'

- (1) Equipment pole for Owner.
- (2) Non-equipment pole for Owner.
- (3) Equipment pole for Third Party User
- (4) Street crossing poles.
- (5) For only poles accessible by pedestrian traffic, provided that at alley locations Licensee's standard space shall commence 18-1/3 feet from the top of the pole.

B. For the purposes of this Agreement, all other space upon any pole, other than Licensee's standard space, shall be deemed Owner's standard space.

C. Where existing equipment (as of the date of this Agreement) of either Owner or Licensee is located in the other's standard space, it shall so remain until the opportunity arises to relocate it without undue burden or expense. In the interim, any new or additional equipment shall be installed to conform with the location of

exiting equipment. When either party requires full use of its standard space for installation of new or replacement equipment, the infringing party will relocate its equipment at the earliest possible time and do so without question. Such relocation in all cases shall be accomplished in a maximum of forty-five (45) days after the request. In emergency service situations, the infringing party shall be required to relocate on shorter notice.

- D. Owner retains and shall have the unrestricted right to use or license Owner's standard space, provided such use complies with the provisions of Section 2 herein.
- E. In the event of third party attachments to poles covered by this Agreement, communication attachments shall be required to be made above the standard space of Licensee and such attachments shall maintain a minimum one foot (1') clearance from other Licensee's facilities and shall be on the same side of pole as other Licensee's facilities, unless specifically authorized by Owner.
- F. From and after the date of this Agreement, any subsequent third party attaching to a joint use pole shall reimburse Owner or Licensee their respective costs for changing the location of their facilities, erecting or replacing poles, or relocating or readjusting their facilities in order to accommodate said third party's facilities. Provided, however, where either Owner or Licensee are then in violation of any Code or Order under Section 2 herein at the time of said third party attachment, Owner or Licensee shall relocate that portion of their non-conforming facility without charge.

#### Section 5. Erecting, Replacing or Relocating Poles.

- A. Whenever it is necessary to change the location of a jointly-used pole, by reason of any State, Municipal, or other governmental requirement, or the requirements of a private property owner, the Owner first shall give written notice thereof to Licensee, specifying when the relocated pole is available for attachment. The Licensee at its expense, shall, at the time so specified, transfer its attachments to the newly-located pole.
- B. Whenever the Licensee is in the need of a new pole or poles, within the territory covered by this Agreement, either as an additional pole line, or as an extension of an existing pole line, or as replacement of existing pole(s), Licensee shall first notify the Owner, in writing (at least forty-five days prior to such need), with written plans showing the proposed location and character of the new poles. Licensee shall be responsible for the costs of the new pole or poles and said costs shall be payable prior to commencement of the work. Owner is not required to erect additional poles or extending pole lines that do not benefit Owner.
- C. The cost of erecting new or replacement joint use poles related to normal maintenance, relocation, or end of life, shall be borne by the Owner. However,

each party shall place, at its sole expense, its own attachments on the new joint use poles and place any necessary supports to sustain any unbalanced loads caused by their respective attachments. In cases of replacement of existing joint use poles Licensee shall, within sixty (60) days after receipt of written notice from Owner, transfer its facilities. In case of emergency or immediate need, Licensee may be required to transfer on shorter notice. Should the Licensee fail to relocate to a replacement pole within the 60 days (subject to delays caused by Owner, a third party or force majeure events), a penalty of \$50 per day shall be assessed by the Owner to the Licensee. Accrued penalty charges shall be billed by the Owner to the Licensee after the attachment is relocated, and remittance shall be due to the Owner consistent with Section 9, paragraph C.

- D. Whenever the Licensee requires a change in location of a jointly-used pole, the Licensee shall first give written notice to Owner specifying the time requirements of such proposed relocation, and the Owner shall, if it does not wish to discontinue the existing pole from joint use as herein provided, relocate such pole by the date specified or within sixty (60) days thereafter in the application for relocation. The cost of relocating such pole by the Owner and the transfer of Owner's attachments thereon shall be at the sole expense of Licensee. In the event of emergency situations, the provisions calling for written notification may be waived, by the Director of Public Works or his delegated nominee, provided prior verbal notice is given to the Director of Public Works.
- E. Whenever it is necessary to replace a defective pole, the procedures set forth in paragraph A of this Section 5 shall be employed.
- F. A replacement pole shall be set by the Owner, in the original position, within reasonable distance of the original pole position, or in the position agreed upon between the Owner and the Licensee.
- G. Whenever it is necessary to change a location of a jointly-used pole, or to erect a new pole, or to relocate or readjust Owner's or Licensee's facilities upon these poles due to the requirements of a subsequent Licensee's needs or third party need, Owner and Licensee shall bill their respective costs therefore (rearrangement costs, plant loss, net removal costs, transfer cost, etc.) to said new Licensee or third party. Licensee transfer to any new pole set due to relocation for subsequent licensee or third party will be subject to paragraph C of this Section 5.

#### Section 6. Right of Way for Licensee's Attachments.

Licensee hereby acknowledges and agrees that Owner has tendered no assurance, guarantee or warranty as to Licensee's legal right, title or interest to be located within any easement or right of way area upon which joint use poles are located; and, in the event, objections are made to Licensee's use of said poles, and Licensee is unable to resolve said objections within a reasonable time, the Owner may, upon thirty (30) days' written notice to

Licensee, or in the event of emergency, on shorter written or verbal notice followed by written notice, require Licensees to remove its attachments from the subject poles at Licensee's sole expense. However, on any new additions or extensions of pole lines, the Owner shall: (1) attempt to secure right-of-way permits applicable to both parties, or (2) notify the Licensee that the Owner is unable to obtain joint right-of-way, but Owner shall not be required to utilize power of eminent domain.

#### Section 7. Maintenance of Poles and Attachments.

Licensee shall, at its own expense, maintain its attachments upon joint use poles in a safe and serviceable condition. Licensee further agrees that it shall maintain and repair its attachments so as not to interfere with Owner's use or maintenance of said poles. Moreover, in the event that Owner determines that any of Licensee's facilities are in an unsafe condition, Licensee, at its own expense, shall relocate or replace said facilities, or transfer them to substituted poles, or perform such other work in connection with said facilities that may be required to place them in a safe condition. However, in the case of emergencies, Owner may temporarily relocate Licensee's facilities to substituted poles, and the cost of such relocation, shall be reimbursed by the Licensee to Owner.

#### Section 8. Abandonment of Jointly-Used Poles.

- A. Licensee may abandon the use of a jointly-used pole at any time by first giving written notice thereof to the Owner and thereafter removing Licensee's attachments within ninety (90) days of said written notice. Written notice shall be in the form shown in Exhibit B.
- B. In the event that Owner intends to remove all of its attachments and to terminate joint use of any pole, Owner shall first give Licensee written notice thereof and shall thereafter remove such attachments within ninety (90) days of said written notice. In such event, and if Licensee wishes to continue use of said pole or poles, Licensee shall pay the Owner a sum equal to the value determined pursuant to the formula set forth at Exhibit C. Transfer of ownership will be by means of a Bill of Sale, in the format of Exhibit D attached hereto. When bill of sale is completed, Licensee takes complete ownership and responsibility for said pole.

#### Section 9. Rentals and Other Payments.

- A. There shall be a rental fee for each pole attached to or reserved by the Licensee. The rental period for joint use poles shall be one (1) year. The Owner shall, before January 10<sup>th</sup> each year, issue a report showing the number of poles to which Licensee has made attachments or reserved therefore as of January 1 of the existing year. Unless Licensee establishes a different number within twenty (20) calendar days after receiving such report, payment for such number shall be due forty-five (45) days following the issuance of the statement by the Owner. In the event of a disagreement, Licensee shall specifically designate, in writing, the locations under dispute and until resolved, such disputed pole quantities will be

exempt from rental payment until resolved and then payment shall be processed immediately. However, failure to give the report prior to the date mentioned shall not deprive Owner of rental. All poles not under dispute shall be paid for at the annual fee.

- B. The amount of the annual rental fee for pole attachments shall be \$26 per pole in the first year of this agreement. Subsequent years pole attachment fees will increase from the \$26 per pole per year fee at a rate of 5% per year.
- C. Payments for other amounts due under this Agreement shall be invoiced upon completion of the work and payable by the Licensee within forty-five (45) days' receipt thereof and shall accrue a late payment penalty of 1-1/2% per month on the unpaid balance from the billing date for any late payment.

#### Section 10. Defaults.

If Licensee shall default in any of its obligations under this contract and such default continues thirty (30) days after notice thereof in writing from Owner, all rights of Licensee hereunder shall be suspended, including its right to occupy jointly-used poles. If such default shall continue for a period of thirty (30) days after such suspension, the Owner hereunder may forthwith terminate this Agreement. Such termination shall not extinguish Licensee's obligation to pay for liability already incurred.

#### Section 11. Indemnification.

The Licensee shall, at its own expense, defend all suits that may be brought against the Owner on account of or in connection with the violation by the Licensee of any of the obligations hereby imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb or property as a result of any of the structures constructed or maintained by it under or by virtue of this Agreement, and shall save and keep harmless the Owner from any and all damages, judgments, losses, costs and expenses (including attorneys' fees), of every kind, that may arise out of its construction or use of poles pursuant to this Agreement; provided, that notice in writing shall be immediately given to the Licensee of any claim or suit against the Owner which, by the terms hereof, the Licensee shall be obligated to defend, or against which the Licensee has hereby agreed to save and keep harmless the Owner and provided further that the Owner shall furnish to the Licensee all information in its possession relating to said claim or suit, and cooperate with the Licensee in the defense of said claim or suit. The governing body of the Owner may, if it so desires, assist in defending any such claim or suit, but solely under the direction of the Licensee or its attorneys and the Licensee shall not be required to reimburse the Owner for expenses incurred by it in case of the election so to assist.

Contractors performing work on behalf of the Licensee shall provide the Owner with a Certificate of Insurance to cover all locations of the work being done on behalf of the Licensee, and shall name the City of St. Charles as additional insured. Certificates of Insurance shall be filed no later than 10 days prior to commencement of work. Policies shall contain a non-



cancellation clause provision preventing cancellation without 30 days written prior notice to City. Certificates of Insurance shall be completed on the ACCORD 25-S form.

For work within City rights-of-way, the City requires a liability umbrella of \$5,000,000.

Section 12. Service of Notices.

All written notices required under this Agreement shall be given by posting the same in first class mail to Owner as follows:

Director of Public Works  
City of St. Charles  
2 East Main Street  
St. Charles, Illinois 60174

and to Licensee as follows:

District Manager – Construction, Engineering and Assignment  
WideOpenWest Illinois, LLC  
1674 Frontenac Road  
Naperville, IL 60563

or to such address as the parties hereto may from time to time specify.

Section 13. Term of Agreement.

Subject to the provisions of Section 10 herein, this Agreement may be terminated, as to new joint use poles, after the first day of January, 2020, upon one (1) year's notice in writing to the other party. If not so terminated, this Agreement shall continue in force thereafter until terminated by either party at any time upon one (1) year's notice in writing to the other party as aforesaid and provided further that notwithstanding such termination, this Agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination.

Section 14. Assignment of Rights.

Except as otherwise provided in this Agreement, Licensee shall not assign any of its rights or interests hereunder, or in any of the jointly used poles or attachments covered by this Agreement, to any firm, corporation, or individual, without the written consent of Owner. However, nothing herein contained shall prevent or limit the right of Licensee to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of Licensee, or enter any merger or consolidation and, in the case of the foreclosing of such mortgage or in the case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be. Subject to

all of the terms and conditions of this Agreement, Licensee may permit any corporation or company conducting a business of the same general character as that of Licensee and owned, operated, leased, and controlled by it, associated or affiliated with it in interest, or connected with it, to all or any part of the space allotted hereunder on any pole covered by this Agreement for the attachments used by Licensee, in the conduct of its said business. All such attachments maintained on any such pole shall be considered as the attachments of Licensee, and the rights, obligations and liabilities of such assignee under this Agreement, with respect to such attachments, shall be the same if it were the actual owner thereof. Notwithstanding any of the provisions in this section, Licensee shall not be released from any of its obligations hereunder.

#### Section 15. Scope of Right of Licensee.

No use by Licensee of Owner's poles under the terms of this Agreement, however extended, shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights herein shall be and remain a mere license. For poles upon which Licensee has reserved space, nothing herein contained shall be construed to compel Owner to maintain any of such poles for any period longer than demanded by Owner's own service requirements.

In the event Owner notifies Licensee in writing that Owner intends to abandon its use of any pole or poles subject to this Agreement, Owner shall grant Licensee the first right of refusal to purchase said pole or poles upon such terms, conditions and prices as may be mutually agreed to by Owner and Licensee. The form of Bill of Sale, if the option is exercised, shall be similar to that found at Exhibit "D" attached hereto and made apart hereof by reference.

Further, the terms and conditions of this Agreement shall not apply to any pole solely owned and used by Licensee.

#### Section 16. Waiver of Terms or Conditions.

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

#### Section 17. Existing Contracts or Agreements.

Any existing agreements between these parties, whether verbal or written, covering the joint use or joint ownership of poles are by mutual consent, hereby abrogated and annulled.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed effective as of the effective date shown on the first page of this Agreement.

Witness:

**THE CITY OF ST. CHARLES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness:

**WIDOPENWEST ILLINOIS, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness:

**SIGECOM, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**POLE ATTACHMENT APPLICATION AND PERMIT**

Permit No. \_\_\_\_\_

Date \_\_\_\_\_

CITY OF ST. CHARLES MUNICIPAL ELECTRIC UTILITY

In accordance with the terms and conditions of the agreement between our respective companies dated \_\_\_\_\_, application is hereby requested for permission to make attachments to \_\_\_\_\_ City poles as indicated on the sketch attached hereto.

By: \_\_\_\_\_

\_\_\_\_\_

PERMIT

Permission is hereby granted to make the attachments described in the above application subject to all terms and conditions referred to above and in said agreement, and further subject to acceptance by the applicant of the obligation to pay the amount shown below for changes or rearrangements of poles or equipment as indicated below or on a statement attached hereto, and the applicable rental charges for the present year in progress:

Estimated amount to be paid for above charges \$ \_\_\_\_\_ W.O.

No. \_\_\_\_\_

Rental charge for year in progress:

\_\_\_\_\_ by \_\_\_\_\_ =\$ \_\_\_\_\_

No. of City Poles	Rate	Rental Charge
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The cost of rearrangements provided is an estimate based on preliminary engineering. Such cost shall be reconciled upon completion of the job to establish the actual cost for the work performed by the City. Applicant is responsible for the actual cost and will be issued a refund within 60 days of reconciliation of the job, if the estimated cost exceeded the actual cost. Should the actual cost exceed the estimated cost, Applicant shall be issued a bill with explanation of the actual costs and the reason or reasons that the actual cost was greater than the estimate. Such bill shall be payable , in accordance with Section 9, Paragraph C.

Above charges accepted:

CITY OF ST. CHARLES MUNICIPAL ELECTRIC UTILITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPLICANT

By: \_\_\_\_\_

Date: \_\_\_\_\_

PERPETUAL INVENTORY RECORD

City poles in use to date \_\_\_\_\_

City poles added by this permit \_\_\_\_\_

Total City poles in use \_\_\_\_\_

**EXHIBIT B**

**NOTIFICATION OF POLE ATTACHMENT REMOVAL**

Removal Notice No. \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF ST. CHARLES MUNICIPAL ELECTRIC UTILITY**

In accordance with the terms and conditions of the agreement between our respective companies dated \_\_\_\_\_, notification of removal of attachments to \_\_\_\_\_ City poles on the City of St. Charles as indicated on the sketch hereto is hereby given:

By \_\_\_\_\_

Date \_\_\_\_\_

Notice Acknowledged:

**CITY OF ST. CHARLES**

By \_\_\_\_\_

Date \_\_\_\_\_

**INVENTORY**

City poles in use to date \_\_\_\_\_

City poles discontinued by this notice- \_\_\_\_\_

Total City poles in use \_\_\_\_\_

## EXHIBIT C

### PURCHASE/SELLING PRICE FORMULA FOR POLES

Purchase/Selling Price = [(Current installed cost) X ( Remaining Life/Average Life)]

Where : Current installed cost =

material cost of the required size/class pole x 1.22 (City material handling fee) x 2 (estimated labor and equipment cost related to setting the pole)

Example: 17 years old, 35' Class 4 Pole (City Inventory Item 122 @ \$368)

Purchase/Selling Price = (\$368 x 1.22 x 23/40(\*) x 2)= \$516.30

(\*) Average life of a pole is 40 years. Pole brand shall be used to age poles. Where pole brand is no longer legible, pole age shall be estimated. Poles that are in service, of unknown age, shall have at least 5 years life remaining.

(All figures herein used should be adjusted and modified for the year of sale.)

**EXHIBIT D**

**BILL OF SALE FOR POLE**

DATE: \_\_\_\_\_

WIDEOPENWEST ILLINOIS, LLC, in consideration of payment of:

\$ \_\_\_\_\_

has taken ownership of the pole/poles identified on the attached drawing.

City of St. Charles certifies that all electric utility and other licensee attachments have been removed from said pole/poles and hereby relinquishes ownership.

CITY OF ST. CHARLES MUNICIPAL ELECTRIC UTILITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

WIDEOPENWEST ILLINOIS, LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

PERPETUAL INVENTORY RECORD

City poles in use to date \_\_\_\_\_

City poles deleted by this sale \_\_\_\_\_

Total City poles in use \_\_\_\_\_



