



CITY COUNCIL MEETING

Thursday, October 19, 2023 at 6:30 PM
Council Chambers, 60 West Main, Hyrum, Utah

AGENDA

Public notice is hereby given of a Hyrum City Council Meeting to be held in the Council Chambers, 60 West Main, Hyrum, Utah at 6:30 PM, October 19, 2023. The proposed agenda is as follows:

1. **ROLL CALL**
2. **CALL TO ORDER**
3. **WELCOME**
4. **PLEDGE OF ALLEGIANCE**
5. **INVOCATION**
6. **APPROVAL OF MINUTES**
7. **AGENDA ADOPTION**
8. **PUBLIC COMMENT**
9. **OTHER BUSINESS**
 - A. [Consideration and approval of a pole attachment agreement.](#)
 - B. Budget Report.
 - C. Mayor and City Council reports.
10. **ADJOURNMENT**

Stephanie Fricke
City Recorder

Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Council Member will be on speakerphone. The speakerphone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Hyrum City at 435-245-6033 at least three working days before the meeting.

CERTIFICATE OF POSTING - The undersigned, duly appointed and acting City Recorder of Hyrum City, Utah, does hereby certify that a copy of the foregoing Notice was emailed to The Herald Journal, Logan, Utah, posted on the Utah Public Notice Website and Hyrum City's Website, provided to each member of the governing body, and posted at the City Offices, 60 West Main, Hyrum, Utah, this **16th day of October, 2023**. Stephanie Fricke, MMC, City Recorder.

POLE ATTACHMENT AGREEMENT

Effective Date _____

This Pole Attachment Agreement (“Agreement”) is made and entered into on the date executed between the City of Hyrum, a Municipal Corporation within the State of Utah, hereinafter called "City" and. the _____ of _____, which is a Corporation, on behalf of itself and each of its Affiliates providing broadband communication services, hereinafter called "Company".

WITNESSETH

WHEREAS, the City is engaged in the business of providing electric service to customers in Hyrum; and

WHEREAS, the Company is engaged in the telecommunication business in the same area as the City; and

WHEREAS, the Company has received by City Ordinance, dated _____ a franchise to furnish communication services in the City and the Company has placed and will need to place communication facilities on poles owned and maintained by the City; and

WHEREAS, the City has permitted and will permit such placement of communication facilities on City "Owned Poles where reasonably available so as not to interfere with the City's service requirements or use by others; and

WHEREAS, the parties desire to cooperate in establishing joint use of the City "Owned Poles dependent upon the service requirements, safety and economics at the sole judgement of the City; and

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

**ARTICLE I
DEFINITIONS**

"Agreement" means this Pole Attachment Agreement entered into between the City of Hyrum, Utah and _____ of _____.

"City" means the City of Hyrum, Utah, a municipal corporation of Utah.

"Communication Facilities" means the equipment, wire, fiber, cable, and other materials owned, maintained, and operated by the Company for providing communication services to their customers.

"Company" means _____ of _____, a corporation of the State of Utah.

"Field Survey" means the on-site work required by the City to inspect the City-Owned Poles and other poles to ensure adherence of the clearance requirements and to determine the adequacy of the pole to accommodate the proposed attachment. The survey is required before any new or change in the attachment of Communication Facilities. The survey must be performed by an individual(s) approved by the City and must be qualified for this type of work. The Company is responsible for the inception and all costs associated with the survey.

"Make Ready Work" means the work required by the City to accommodate (i.e. rearrangement, replacement, modifications, etc.) the Company's Communication Facilities on the City-Owned Poles and other poles according to the specifications of this Agreement.

"Pole Attachment" means the placement of the Communication Facilities on a City-Owned Pole at a single point. More than a single pole attachment will be considered a multiple pole attachment. Each additional attachment to a City-Owned Pole requires authorization by the City according to the Agreement. Lateral taps, service drops, risers etc. that are attached at the same point will be considered one attachment. Attachments for equipment, meters etc. will be considered a separate attachment.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Joint User" means a party who owns poles to which the City is extended or may hereafter be extended joint use privileges or to whom the City has extended or may hereafter extend joint use privileges of the City-Owned Poles.

"City-Owned Poles" means the poles owned by the City and poles owned by others for which the City is responsible for authorizing the attachment of equipment and/or facilities.

"Other Authorized Users" means any entity whose facilities are lawfully attached to the City-Owned Poles with the consent of the City.

ARTICLE II SCOPE OF AGREEMENT

1. Subject to the provisions of this Agreement, the City agrees to issue to the Company for any lawful communications purpose, revocable, nonexclusive licenses authorizing the attachment of Communications Facilities to City-Owned Poles.

2. No use of City-Owned Poles or payment of any fees or charges required under this Agreement shall create or vest in the Company any ownership or property rights in such poles or other facilities. The Company's right herein shall be and remain a mere license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of the City's rights to use the public or private property at the location of City-Owned Poles.

3. Nothing contained in this Agreement shall be construed to compel the City to construct, retain, extend, place or maintain any pole or other facilities not needed for the City's own service requirements.

4. Nothing contained in the Agreement shall be construed as a limitation, restriction or prohibition against the City with respect to any agreement and/or arrangements which the City has heretofore entered into or may in the future enter into, with others not parties to this Agreement regarding the poles covered by this Agreement. The rights of the Company shall at all times be subject to any such existing and/or arrangement.

5. The City reserves the right to change and/or modify this agreement in the event of: change in industry standards; change in the cost of service, labor or equipment; or to reflect a charge based on the actual weight of the attachment.

ARTICLE III SPECIFICATIONS

The Company's Communication Facilities will be placed on City's poles and in City's right-of-ways and maintained in accordance with the requirements and specifications of the latest editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA), other applicable rules and regulations for the industry and the requirements and specifications of the City. The typical construction specifications under normal conditions are shown in Exhibit "A".

ARTICLE IV FEES AND CHARGES

1. The Company agrees to pay the City the fees and charges as specified in and in accordance with the terms and conditions of Appendix 1 attached hereto and made a part hereof. All fees and charges are due within 30 days of the receipt of the bill from the City. A late charge after one month from the receipt of the bill will be assessed at 18% per annum on all outstanding charges on a monthly basis.

2. Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement. The Company may dispute any charge after the payment is made by written notice to the City.

3. At the expiration of one year from the date of this Agreement and at the end of every one year period thereafter, justified changes in the amount of the fees and charges specified in Appendix 1 may be made by the City upon ninety (90) days prior written notice to the Company and the Company agrees to pay such fees and charges.

4. Appendix 1 shall become a part and be governed by the terms and conditions of this Agreement.

**ARTICLE V
ADVANCE DEPOSITS FOR NEW CONSTRUCTION**

If the City determines that the field work, make-ready work or construction work to be performed by the City for purposes of allowing the Company to make new attachments to City-Owned Pole, the City, at its discretion, may require the Company to provide an advance deposit. The amount of the advance deposit, the timing and other terms will be developed by the parties as an amendment to this Agreement and shall be affected by a separate appendix to the Agreement and by a separate execution of the appendix. The separately executed appendix shall become a part and be governed by the terms and conditions of this Agreement.

**ARTICLE VI
APPLICATION**

1. Before the Company shall (a) make any new attachments, change any attachments, or abandon any attachments or (b) install new, upgrade, or remove any communication facilities to the City-Owned Pole, the Company shall make application for such work and have received appropriate written approval by the City prior to the commencement of any work. The Company shall use the application form in Appendix 2 of this agreement. The Company will attach to the application form all applicable map(s), drawing(s) and description of the work to the City's satisfaction. The Company shall make separate application for any road work permit required by the Public Works Department of Hyrum City. The City will promptly notify the Company of any insufficiencies.

2. Each application shall be accompanied with the appropriate fee established by Appendix 1.

3. Upon receipt of an application with the appropriate details from the Company, the City will begin to process the application in the following manner:

- a. If the application is for a new or change of an existing Pole Attachment or new Communication Facilities:
 - i. The proposed routing will be reviewed by the City. A copy of the application will be returned with either an "approved to proceed" or "disapproved" with an alternate route suggested. The Company can resubmit with the suggested alternate route or another alternate. Once approval is received the Company can proceed with the field survey.
 - ii. A field survey will be required for each pole requested in the application and the results must be submitted to the City for review.
 - iii. If the results of the field survey indicate that the Communication Facilities can be placed with no changes to the City's facilities or other authorized users' facilities, the application form will be returned with

the approval section completed by the City.

- iv. If the results of the field survey indicate that the Communication Facilities cannot be placed without first making changes by the City or City facilities or other authorized users to their facilities, then the City will submit to the Company the application form for Make Ready Work (Appendix 3). The City will advise the Company of the estimated charges that will apply for such work by the City. The Company will have 30 days from the receipt of the Make Ready Work Form to authorize said Make Ready work and submit payment in the amount of the estimated charges. After completion of the Make Ready Work, the application form will be returned with the approval section completed by the City. The City will endeavor to perform said Make Ready Work and Field Survey work in a timely manner with its workload schedule to accommodate the Company's time schedule.
- b. If the application is for the removal of a pole attachment or removal of the Communication Facilities:
 - i. The proposed removal will be reviewed by the City. A copy of the application will be returned with either an "approved to proceed" or "disapproved" with an explanation of the City's concerns. The Company can resubmit with the suggested changes for removal. Once approval is received the Company can proceed with the removal process.
 - ii. If the initial review indicates that the Communication Facilities cannot be removed without first making changes by the City or City facilities or other authorized users to their facilities, then the City will submit to the Company the Make Ready Work Form (Appendix 3). The City will advise the Company of the estimated charges that will apply for such work by the City. The Company will have 30 days from the receipt of the Make Ready Work Form to authorize said Make Ready work and submit payment in the amount of the estimated charges. After completion of the Make Ready Work, the application form will be returned with the approval section completed by the City. The City will endeavor to perform said Make Ready Work and Field Survey work in a timely manner with its workload schedule to accommodate the Company's time schedule.
 - c. If City agrees that the results of the Field Survey and other evidence indicates that the Make Ready Work for correcting of a noncompliance problem is clearly the City's responsibility the City will bring that item of noncompliance into compliance at the City's expense, otherwise the Company shall bear all costs of bringing the Company's Communication Facilities and upgrades into compliance.

**ARTICLE VII
SUBMISSION OF AS-BUILT DRAWINGS**

1. The Company shall furnish to the City, on an annual basis, maps and material (lists, spread sheets, etc.) which record and document all of the Company's Communication Facilities on City-Owned Poles. These documents will identify the location of poles, streets, number of attachments, guy wires, anchors and other special equipment pertinent to the Pole attachment information in appropriate detail for identifying the location of all the Company's Communication Facilities on City-Owned Poles. It is preferred that these documents be provided in digital form (Excel spreadsheet, ACAD ver. 22, etc). The first set of documents shall be provided within 30 days of the execution of this Agreement and updated maps annually thereafter.

2. The number of Pole Attachments will be calculated from these maps and information gathered by the City.

**ARTICLE VIII
INSPECTION OF COMPANY'S COMMUNICATION FACILITIES**

The City reserves the right to make periodic inspections of any part of the Company's Communications Facilities attached to City-Owned Poles. The frequency and extent of such inspections by the City will depend primarily upon the Company's performance under this Agreement. Inspections or the failure to do so shall not relieve the Company of any responsibility, obligation or liability assumed under this Agreement.

**ARTICLE IX
VIOLATIONS AND DEFAULT**

1. If any part of the Company's Communication Facilities is not placed and maintained in compliance with the specifications, the Company shall correct the violations within 30 days of receiving written notice from the City. If the violation is not corrected after giving proper written notice to the Company, the City may take corrective action to remedy or remove the Company's Communication Facilities. If the violation is determined by the City that the condition may endanger the safety of the public or the City's employees, the violation may be corrected or removed by the City at the Company's expense and the City will give the Company immediate notice of the violation. The Company shall reimburse the City within 30 days of receiving the bill for the cost of inspecting, notifying and/or remedying the Company's violation.

2. The Company shall obtain proper and specific written authorization from the City before any new, change or removal of pole attachments and any new, upgrade or removal of the Company's Communication Facilities to the City-Owned Pole. If the Company's Communication Facilities are found to be attached, changed and/or upgraded to City-owned poles with no written approval, the Company shall cease all work on that project and the City may impose a charge according to Appendix 1 and will require the Company to submit application for approval as outlined in Article VI within 15 days after the receipt of written notification from the City on the violation. If after such written notification the application or approval is not received, the Company shall remove its facilities immediately or the City may perform said work without liability at the expense of the Company. The Company shall reimburse the City within 30 days of receiving the bill for the cost of said removal and notification work and any other charges imposed by the City.

3. If the Company is in default of this Agreement in anyway, the City may, at its exclusive election cause this Agreement to be terminated. The Company shall be liable for liquidated damages in the amount of the remaining payments of the term of the Agreement. Failure by the City to terminate this Agreement upon default shall not be deemed a waiver and the City may terminate the Agreement at any time after default.

ARTICLE X COMPANY RESPONSIBILITIES

1. The Company agrees as follows:
 - a. File with the City a list of all employees, contractors and agents who will have occasion to perform work on City-Owned Poles and make updates as necessary with the change of personnel.
 - b. Provide suitable identification to each employee, contractor, and agent.
 - c. Adherence to all applicable safety rules and guidelines, clearances, work zones, etc. as outline in, but not limited to: NEC, NESC, OSHA, MUTCD, etc.
 - d. Company shall clearly mark all attached facilities with City approved methods.

2. The Company shall at its own expense, construct and maintain its communication facilities on the City-Owned Poles in a safe condition and according to the specification so as not to conflict with the use and maintenance of the City's facilities and other authorized users attached thereon.

ARTICLE XI FUTURE WORK

1. If the City or other authorized users require pole attachment rights for its own service requirements and need to attach additional facilities to any City-Owned Pole on such pole attached to by the Company, the Company will either rearrange or transfer its Communication Facilities on the pole as determined by the City. The rearrangement or transfer work of the Communication Facilities will be at the Company's expense or at the expense of the additional user depending on who has priority to the pole. It is hereby understood that the City as owner always has first and highest priority to the pole and any attachments. If the Company does not begin to rearrange or transfer its Communication Facilities within 30 days after written notice, the City may perform said work without liability at the expense of the Company. The Company shall reimburse the City within 30 days of receiving the bill for the cost of said rearrangement or transfer work.

2. If the City requires the removal and/or relocation of City-Owned Poles, the Company will remove its Communication Facilities on the City-Owned Poles within 30 days of notification at its expense. If after 30 days the Company has not removed its facilities, the

City may perform said work without liability at the expense of the Company. The Company shall reimburse the City within 30 days of receiving the bill for the cost of said removal and notification work and any other charges imposed by the City.

ARTICLE XII LEGAL REQUIREMENTS

1. No use of City-Owned Poles or payment of any charges required under this Agreement shall create or vest in the Company any ownership or property rights in such poles or other facilities of the City. Neither this Agreement nor any approval granted hereunder shall constitute an assignment of any of the City's rights to use the public or private property at the location of City's poles.

2. Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against the City with respect to any agreement and/or arrangements which the City or the Company has heretofore entered into or may in the future enter into, with others not parties to this Agreement regarding the poles covered by this Agreement.

3. The Company will be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its Communication Facilities on public and private property. The Company shall submit to the City such evidence as the City may require of compliance with such foregoing requirements.

4. The parties shall, at all times, observe and comply with the provisions of this Agreement which are subject to all laws, ordinances and regulations which may affect the rights and obligations of the parties.

ARTICLE XIII LAWFUL PURPOSES

The Company agrees that its Communication Facilities and equipment shall be used for lawful purposes.

ARTICLE XIV LIABILITY

1. The Company shall indemnify, protect, and save harmless the City, its employees, agents, or contractors, from any cause of action, claim or other legal proceeding by the Company's subscribers or other third persons against the City in the event the continued use of the City- Owned Poles is denied for any just or reasonable cause. The Company shall, upon demand and at its own sole risk and expense defend any and all such actions, claims or other legal proceedings.

2. The Company shall indemnify, protect and save harmless the City, its employees, agents or contractors, from any cause of action, costs (including attorney's fees) or other liabilities for damages to property and injury or death to persons which may arise out of or be caused by the presence, use or removal of the Company's Communication Facilities

on City-Owned Poles erected and maintained by the City, which are used, installed or placed for the principal purpose of supporting the City's facilities.

3. The Company shall indemnify, protect, and save harmless the City, its employees, agents, or contractors, from and against any and all claims, demands, causes of action, costs or other liabilities arising from any interruption, discontinuance or interference with the Company's service which may be occasioned or which may be claimed to have been occasioned, by any action not attributable to the negligence, lack of due care or fault of the City, pursuant to this Agreement.

4. The Company shall exercise precaution and use prudent utility practice and to avoid damaging the City's facilities and shall be liable and assume all responsibility for any interruption of the City's electric service and/or for interference with the system operation and facilities of the City and all losses from such damage caused by the Company's employees, agents, or contractors. The Company shall make an immediate report to the City of the occurrence of any such damage and agrees to reimburse the City for all costs incurred in making repairs.

5. The City reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements first. The City shall exercise prudent utility practice to avoid damaging the Company's Communication Facilities and make an immediate report to the Company of the occurrence of any damage caused by the City. The City shall be liable for any damage to the Company's Communication Facilities caused by the City.

ARTICLE XV INSURANCE

The Company shall carry the following insurance and amounts in a form acceptable by the City:

1. Compensation Insurance according to applicable Workmen's Compensation Insurance Laws of the State of Utah; and
2. Bodily Injury Liability Insurance with limits of not less than \$1,000,000 each person and \$1,000,000 each occurrence; and
3. Property Damage Liability Insurance with limits of not less than \$500,000 each accident, and \$1,000,000 aggregate.

The amounts of such insurance shall not act as a limitation of the Company's liabilities herein.

ARTICLE XVI TERM OF AGREEMENT

This Agreement will continue in effect for a term of five years from the execution date unless, by the City giving 30 days written notice to the Company, this Agreement is

terminated earlier by any of the following events:

1. The Company fails to perform according to the terms and conditions of the Agreement.
2. The Company loses its franchise from the City.
3. The Company ceases operation and gives written notice of termination to the City.

After the initial five years, the Agreement will automatically renew for an additional year unless either party give the other party written notice of termination no earlier than ninety days and no later than thirty days before the annual renewal date.

Upon termination of this Agreement, unless otherwise authorized, the Company shall remove its Communication Facilities. If the Company does not remove its Communication Facilities within 120 days, the City may perform said work without liability at the expense of the Company. The Company shall reimburse the City within 30 days of receiving the bill for the cost of said work.

ARTICLE XVII SAVING CLAUSE

In the event any laws, regulations, orders or decrees of any lawfully constituted bodies or tribunals shall impose more restrictive requirements and specifications, such laws, regulations, orders, or decrees shall be controlling over any requirements and specifications otherwise herein above specified. Where a difference in specifications may exist, the more stringent requirements shall apply.

ARTICLE XVIII ASSIGNMENT OF RIGHTS

The Company shall not assign or transfer this Agreement without the prior written consent of the City.

ARTICLE XIX FAILURE TO ENFORCE

Failure of the City to enforce or insist upon compliance with any of the terms and conditions of this Agreement or to give notice shall not constitute a general 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.

ARTICLE XX MISCELLANEOUS

1. Entire Agreement. This Agreement sets forth the entire understanding agreement of the parties with respect to the subject matters stated herein and supersedes any prior or contemporaneous oral and/or written agreements or representations, if any, between the parties.

2. Applicable Law. This Agreement shall be interpreted in accordance with the laws of the state of Utah. Any action brought to enforce this Agreement shall be brought in the First Judicial District Court of Utah, Cache County or the United States District Court for the District of Utah.

3. Court Costs and Attorneys' Fees. In the event of any legal action or proceeding between the Parties, reasonable attorneys' fees and expenses of the substantially prevailing party in any such action or proceeding will be added to the judgment therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of, _____, 20__.

HYRUM CITY

Stephanie Miller, *Mayor*

Attest:

Stephanie Fricke, *Recorder*

COMPANY

By: _____
Its: _____

Exhibit A
General Clearance Specifications

The attached drawings and tables are intended to reflect current specifications and requirements of the latest editions of the National Electric Code and the National Electric Safety Code. Where a difference in specifications may exist, the more stringent requirement shall apply (see the Specifications of the Agreement).

To be Added

**APPENDIX 1
FEES AND CHARGES**

<p>Initial Contract Fee This fee is for initial contract work and is due within 30 days after the execution of the Agreement.</p>	<p>\$500.00 per contract</p>
<p>Initial Pole Application Fee This fee is to accompany the application for all new, change in or upgrade in the attachment; or for any new communication facilities. A minimum group charge will be assessed for up to 10 attachments that are located in the same area or work project. Each project must be applied for separately.</p>	<p>\$35.00 for 1-10 attachments \$15.00 for 11+ (per attachment)</p>
<p>Annual Pole Attachment Fee This fee is based on the use and attachment at a single point by the Company's Communication Facilities on the City-Owned Pole. Annual fee per pole per attachment. For the purpose of this assessment lateral taps, service drops, risers etc. attached at the same point will be considered one attachment. (See Appendix 4 for the calculation)</p>	<p>\$15.00 Per single attachment per pole per year</p>
<p>Charge for Field Survey Work (may be performed by Company) The actual cost for the inspection work performed by the City including labor with benefits and equipment including appropriate multipliers.</p>	<p>Based on Actual Cost</p>
<p>Charges for Make Ready Work An estimate will be provided as Appendix 3 to the Company. The actual cost for the make ready work performed by the City including labor with benefits, materials and equipment including appropriate multipliers will be charged to the Company.</p>	<p>Based on Actual Cost</p>
<p>Violation Charges –Unauthorized Attachment The charge for each pole attachment without written approval from the City.</p>	<p>\$500 per violation</p>
<p>Violation Charges—Non-Compliance by Specification The charge for each pole attachment that does not meet the specifications</p>	<p>\$500.00 per violation</p>

**APPENDIX 2
APPLICATION FORM FOR POLE ATTACHMENT**

City of Hyrum—Light and Power Department 60 West Main Street Hyrum, UT 84319	Company Name: _____ Company Mailing Address: _____ _____ _____ Phone Number: _____ Date: _____ Application No. _____
In accordance with the terms of the Pole Attachment Agreement dated _____, 20____, the Company requests authorization for the following:	
_____ New or Change location of Pole Attachment	_____ New Communication Facilities
Upgrade Communication Facilities	Removal of Facilities
The location of the Work is the following address: _____ _____ _____	
A description of the work to be performed by the Company: _____ _____ _____ _____	
The Company has attached the applicable fees and drawings and any other pertinent information:	
_____ (signed for the Company)	
BY: _____ (name--print)	
Its:	

<hr/> <p>(title)</p>	
CITY PORTION UPON RETURN	
ROUTE APPROVAL	
<p>_____ The proposed route has been reviewed and approved and the City authorizes the Company to proceed with the attachment of Communication Facilities on the City-owned pole as shown in the application.</p>	
<p>_____ The proposed route has been reviewed and is rejected, the City makes the following alternate suggestion:</p> <hr/> <hr/> <hr/> <hr/> <hr/>	
APPROVAL TO PROCEED	
<p>_____ The field survey has been received and the make ready work, if any, has been completed and the City authorizes the Company to proceed with the attachment of Communication Facilities on the City-owned pole as shown in the application.</p>	
<p>_____ The field survey was conducted by the Company and meets the required specifications of the agreement; therefore, the City authorizes the Company to proceed with the requested changes, upgrades, or removal of the Communication Facilities and/or pole attachment as shown in the application.</p>	
DENIAL TO PROCEED	
<p>The application has been denied for the following reasons:</p> <hr/> <hr/> <hr/> <hr/> <hr/>	
HYRUM CITY—LIGHT AND POWER	

By: _____
Its: _____
Telephone No.: 435-245-6033

**APPENDIX 3
APPLICATION FORM FOR MAKE READY WORK**

City of Hyrum - Light and Power
Department 60 West Main Street
Hyrum, UT 84319

Date: _____
Application No: _____

In accordance with the terms and conditions of the Pole Attachment Agreement dated _____, 20____, the City has determined that the following work will be required before the attachment of the Company's Communication Facilities:

Description of the Work to be Performed by the City or Other Authorized User:

The estimated cost for the said work is \$_____ (see the attached detail)

City of Hyrum -Light and Power
Signed by: _____
Title: _____
Telephone No.: 435-245-6033

APPROVAL TO PROCEED

The required make ready work is authorized by the Company and the Company agrees to pay the actual costs associated with the work according to the Agreement.

Company: _____

Signed by: _____

Title: _____

Telephone No: _____

Date: _____

APPENDIX 4

Hyrum City Light and Power Computation of Annual Pole Attachment Fees	
Updated: September 26, 2023	
Pole Attachment Calculation pursuant to Section 703 of the Telecommunication Act of 1996, with all exceptions, exclusions, and provisions applicable to municipal electric utility providers.	
POLE ATTACHMENT FORMULA = two thirds of an otherwise equal share, based on the number of attaching entities, of the costs of the common space, plus a portion of costs of useable space based on the percentage of space required by the attaching entity.	
POLE ATTACHMENT FORMULA = $(2 * C * T) / (3 * L * N) + (R * T) / L$	
C = Common Space on the Pole in feet	22 feet
T = Net annual cost of pole	\$131.97
L = Total pole length in feet	40 feet
N = Number of attaching entities	3 no.
R = Required space in feet	1 foot
	= \$20.16
	Use: \$20.00
Installation Cost of 40 Foot Pole	
Materials	
Cost of Pole	\$715.00
Hardware Cost – Ground butt, ground wire, guy	\$25.00
Labor	
3 men crew w/ benefits	\$320 (\$160/ crew hr * 2 hrs)
Engineering @ 10%	\$32
Equipment	
Digger Derrick	\$140.00 (\$70.00/ hr * 2 hrs)
Pickup	\$20.00 (\$10.00/ hr * 2 hrs)
ANNUAL CARING COST – NET ANNUAL COST OF POLE	
Depreciation Expense Total Installation Cost divide by 30 years	\$41.73
Maintenance Expense Annual Maintenance Expense	\$66.44
Administration & General Expenses 12% of Subtotal Cost	\$12.98
Transfer Rate of Return 10% of Subtotal Cost	\$10.82
Total Net Annual Costs	\$131.97

Total Installation Cost		
	Pole 40 Ft	\$715.00
	Hardware (Common to all attachments)	\$24.70
Depreciation Expense Budget		
	OH Materials (10%)	Annually Updated
	Tree Trimming (74%)	Annually Updated
	Distribution (10%)	Annually Updated
	Engineering (2%)	Annually Updated
	Distribution Poles in System	TBD
Cost Maintenance per Pole		TBD