



ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item
Meeting of July 21, 2012**

DATE: July 10, 2012

SUBJECT: Virginia Electric and Power Company and Verizon Virginia Incorporated Pole Attachment Agreements

C. M. RECOMMENDATION:

1. Approve the pole attachment agreement with Dominion Virginia Power (Dominion Virginia Power or DVP) to facilitate the placement and attachment of existing County Telecommunications Infrastructure and associated charges for current County attachments to their poles, attached hereto as Attachment A, and authorize the County Manager or her designee to sign said agreement.

2. Approve the pole attachment agreement with Verizon Virginia Inc. (Verizon) to facilitate the placement and attachment of existing County Telecommunications Infrastructure and associated charges for current County attachments to their poles, and authorize the County Manager or her designee to sign said agreement, subject to approval of the agreement as to form by the County Attorney.

ISSUES: There is no current agreement for the attachment of County telecommunications infrastructure to poles owned by Dominion Virginia Power Company or by Verizon. In order for the County to continue the carriage of existing telecommunications infrastructure as well as provide for the addition of new telecommunications infrastructure should that be required, agreements need be developed and approved.

SUMMARY: This will establish agreements with both Dominion Virginia Power and Verizon for the carriage of County Telecommunications Infrastructure utilized primarily for traffic signal management. This will also provide for the addition of County telecommunications infrastructure in the future.

BACKGROUND:

A pole attachment is the method by which overhead electrical and telecommunications wires are secured to utility poles. In the mid-1990's the County inherited pole attachments from the Commonwealth of Virginia. At that time there was a pole attachment agreement in place with the predecessor corporation of Dominion Virginia Power. It was recently discovered that the existing Pole Attachment agreement with Dominion Virginia Power had expired. No agreement

County Manager:

BMD/mjs

County Attorney:

[Signature]

42.

Staff: Jack Belcher, DTS Director

could be located for Bell Atlantic (the predecessor of Verizon). Notwithstanding the lack of current pole agreements, the County had formal processes in place with both utilities, through monthly utility meetings, to manage those attachments. When the companies were contacted about the procedures by which to attach new wires to existing Dominion or Verizon poles under current County initiatives, staff was informed that both companies required a formal agreement to be in place.

The Department of Technology Services (DTS) and Department of Environmental Services (DES) sought to establish new agreements. DTS and DES initiated contact with DVP and Verizon to investigate the costs and procedures for attaching to the utility poles and for bringing pre-existing attachments under a more formal arrangement. The standard form contracts from both DVP and Verizon included significant penalties and charges for attachments that did not follow a formal application process.

DISCUSSION: As part of the negotiations with DVP and Verizon, no back charges or penalties for the past 13 years of use of the poles will be applied. The only annual pole attachment fees will be charged for attachments currently in use or newly made under this agreement. The County will pay the utility pole owner for the future use of the poles. The pre-existing attachments thereafter will be subject to the same fees as any new attachments.

It is estimated (as there is no definitive inventory of existing County pole attachments) that as many as 2,000 poles may have existing traffic copper signal cables attached to them. Of these 2,000 poles roughly 20%, or 400 poles, are believed to be owned by Verizon while DVP owns the balance of them, or roughly 1,600 poles. As part of these agreements the County will undertake with Dominion Virginia Power through its contractors and at County expense a survey to accurately account for the number of pole attachments carrying County Telecommunications Infrastructure. Verizon is actively considering an “enterprise” rate proposal which would not require a survey. The cost of the DVP survey is anticipated to be approximately eight thousand dollars (\$8,000).

As part of the negotiations with DVP and Verizon, no back charges or penalties for use of the poles will be applied. The only annual pole attachment fees will be charged for attachments currently in use or newly made under this agreement. The County will pay the utility pole owner for the use of the poles. The pre-existing attachments thereafter will be subject to the same fees as any new attachments.

Under the finalized proposed DVP Pole Attachment Agreement, DVP will charge a one-time fee of \$330 per pole for an entire 10 year period. Assuming 1,600 DVP poles, this cost to the County is \$528,000 for a ten year period.

Under the proposed Verizon Pole Attachment Agreement, Verizon will charge an annual fee of \$4.49 per pole per year (subject to increase based upon FCC rate changes). For a one year period, the total cost (assuming four hundred poles) to the County would be \$1,796. For a ten year period the cost is a minimum of \$18,000.

FISCAL IMPACT:

Over the ten year period, the County is estimated to pay \$546,000 for the use of the current pole attachments. The majority of the attachments will be removed before the DVP pole attachment agreements are renewed. There is no pro-rating of the use of a DVP pole in the event the attachment is removed before the attachment agreement is renewed in 10 years. The proposed Verizon agreement ends next year, and financial liability under the agreement can be continued annually upon Verizon's receipt of County's notice of attachment renewal.

A survey is required to locate the actual number of pole attachments with existing traffic copper signal cable. Once the survey is complete, it is projected that DVP pole attachment costs will be due on January 1, 2013 and Verizon pole attachment costs will be due semi-annually. Funds will be provided from a combination of FY2012 closeout funds and general fund non-departmental contingent.

NON-TRADITIONAL POLE ATTACHMENT AGREEMENT

THIS NON-TRADITIONAL POLE ATTACHMENT AGREEMENT, (the "Agreement") is made and entered into as of August 1, 2012 (the "Effective Date") by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation having its headquarters at 120 Tredegar Street, Richmond, VA 23219-4306 ("Dominion Virginia Power") and The County Board of Arlington County (hereinafter called "County"), having its headquarters at 2100 Clarendon Blvd. Suite 300, Arlington, VA 22201. Dominion Virginia Power and County may be referred to hereafter collectively as the "Parties."

RECITALS

County desires to install with locations and detail shown on **Exhibit A** hereto and made a part hereof, and for such purposes, wishes to attach fiber for traffic signals and county buildings along with Wi-Fi devices to **(number to be determined by survey as specified in 25(b) and shown as Exhibit D)** Dominion Virginia Power's electric distribution poles.

Dominion Virginia Power is willing to permit the described attachments to its electric distribution pole where, in the judgment of Dominion Virginia Power, such use will not interfere with its own service, economy or safety requirements, or the service, economy or safety requirements of other parties jointly using Dominion Virginia Power's distribution poles.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereto do hereby mutually covenant and agree as follows:

1(a). Before placing new cables, wires and appliances or new attachments on any Dominion Virginia Power's poles, County shall make application and receive a permit therefore in the form of **Exhibit A** attached hereto and made a part hereof. The granting of permits shall be at Dominion Virginia Power's sole discretion. County shall not install Attachments for third party use and shall receive no rent or fee from third parties by the use of Dominion Virginia Power poles. Intergovernmental use of County's Attachments, and use of County's Attachments to provide services to the general public, shall not be considered an unauthorized third-party use under this section.

1(b). County shall submit, with the application, a complete set of facility maps showing poles, Dominion Virginia Power pole numbers, County cable strand size and type, number of County cables with size and type, size and type of attachments, and all power supply locations. Each map sheet shall be numbered and show the distribution poles to which attachments are requested to be made. Each pole shall be numbered consecutively beginning with No. 1 on each sheet. These pole numbers shall correspond to the pole numbers shown on the application. County shall furnish

calculations to Dominion Virginia Power, showing the tension, weight, and transverse wind loading data for the cables, using National Electrical Safety Code standards.

1(c). County shall place permanent identification markers upon its cables, wires and associated appliances at or near the point where such cables, wires and associated appliances are attached to each Dominion Virginia Power pole. Such identification markers shall be non-metallic and shall be of a distinctive and uniform design and shall be clearly visible and recognizable from the ground by a person having normal vision.

2. County understands that Dominion Virginia Power has heretofore entered into, and may in the future enter into, agreements with other parties for the joint use of its poles. Therefore, an application submitted by County under the terms of this Agreement and any license granted by Dominion Virginia Power shall be subject to the attachment rights of other parties under joint-use agreements, or otherwise.

3. County's cables, wires, and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the latest National Electrical Safety Code, the National Electrical Code, and other applicable practices and specifications of Dominion Virginia Power and any amendments or revisions of said codes, practices, or specifications and in compliance with any rules or orders now in effect or that hereafter may be issued by the State Corporation Commission of Virginia or any other authority having jurisdiction. It is expressly understood, however, that Dominion Virginia Power reserves the right to refuse to permit or to limit the number and character of attachments on any pole or poles.

4.(a). County shall, at its own expense, make and maintain said attachments in safe condition and in good repair, and in a manner suitable to Dominion Virginia Power and so they will not conflict with the use of said poles by Dominion Virginia Power, or by other parties using or having reserved the right to use said poles, or interfere with the working use of facilities thereon or which may from time to time be placed thereon. When Dominion Virginia Power replaces a pole to which County's facilities are attached and finds it practicable to transfer County's attachment to the replacement pole, Dominion Virginia Power may do so, provided that it shall give County thirty (30) days prior written notice of such transfer and replacement. If Dominion Virginia Power does not so transfer County's attachment or if additional County owned facilities are in place on said pole, County shall, at any time and at its own expense, upon thirty (30) days written notice from Dominion Virginia Power, relocate, replace, or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be directed by Dominion Virginia Power. However, in cases of emergency, Dominion Virginia Power may relocate, replace, or renew the facilities of County, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal, or relocation of said poles for the service needs of Dominion Virginia Power. County shall, on demand, reimburse Dominion Virginia Power for the actual reasonable cost and expense thereby incurred. If County's relocation, replacement or renewal of its facilities on any

Dominion pole is due solely to Dominion's replacement of an existing pole, County's relocated, replaced or renewed attachments on the new pole shall not be subject to additional pole rental fees; County shall be responsible solely for actual reasonable costs associated with preliminary surveying, engineering, and administrative costs associated with rearrangements of facilities on the new pole.

4. (b). If Dominion is required to return to a work site to remove a pole or poles, or for any other reason, as result of County's failure to rearrange or transfer such facilities within the required time, County shall pay to Dominion Virginia Power the actual reasonable total related cost of returning to the site.

4.(c). Dominion Virginia Power agrees to give County written notice of any activity which may result in disruption in service to County's attachments, at least thirty (3) day prior to commencement of such activity.

5.(a). In the event Dominion Virginia Power determines that any pole of Dominion Virginia Power to which County desires to make attachments is inadequate to support the additional facilities in accordance with the aforesaid specifications, or that there is inadequate space on such pole, Dominion Virginia Power will indicate on said **Exhibit A** the pole replacement or other changes necessary to provide an adequate pole and the estimated cost thereof to County and return it to County. If County still desires to make the attachments and returns the **Exhibit A** marked to so indicate, Dominion Virginia Power will replace such pole with a suitable pole and County will on demand compensate Dominion Virginia Power for the actual reasonable cost of such replacement. Where County's desired attachments can be accommodated on existing poles of Dominion Virginia Power by rearranging Dominion Virginia Power's facilities thereon, County will, on demand, compensate Dominion Virginia Power for the cost and expense incurred in completing such rearrangements. If County elects not to have changes made, the County will on demand, reimburse Dominion Virginia Power for all preliminary survey, engineering, administrative and other related actual reasonable costs and expenses incurred by Dominion Virginia Power.

5.(b). All charges for engineering, rearrangements, and removal of County's facilities from Dominion Virginia Power's poles shall be based upon the full actual reasonable cost and expense to Dominion Virginia Power for performing such work. The cost to County shall be determined by the regular and customary methods used by Dominion Virginia Power in determining and collecting such costs. Dominion Virginia Power shall use its best efforts to follow maps and lists submitted by County for make-ready work.

6.(a). Any strengthening of poles (guying and associated anchoring) required to accommodate the attachments of County shall be provided by and at the expense of County and shall be performed to Dominion Virginia Power's satisfaction. Guy wire attachments will be subject to the conditions that bonding connections to Dominion Virginia Power's guy wire shall be made by County. It is understood that the County will attach the bonding wire to County's equipment and

Dominion Virginia Power's guy wire. Drawings marked **Exhibit B** attached hereto and made a part hereof is descriptive of required construction under some typical conditions.

6.(b). If County installs an anchor it must be adequate to support the pull in pounds for County's facilities based on ½" (one-half inch) ice, 4 pounds wind, and zero degrees (0⁰) Fahrenheit with the safety factors applied as set forth in the current National Electrical Safety Code and the anchor must have a minimum of four (4) feet horizontal separation from any other anchor.

7. County shall, on demand, pay to Dominion Virginia Power, the full actual reasonable cost of maintenance, replacement, rearrangement, extension, enlargement or operation of the facilities belonging to Dominion Virginia Power when such costs are incurred solely because of the existence of County's facilities and would not have been incurred in the absence of County's attachment to Dominion Virginia Power's poles.

8. Dominion Virginia Power reserves to itself, its successors and assigns, the right to maintain its poles, operate its poles and facilities, discontinue such maintenance, and remove its poles and facilities in such manner as will best enable it to fulfill its own service requirements. Dominion Virginia Power shall not be liable to County for any interruption to service of County or for interference with the operation of the cables, wires, and appliances of County arising in any manner out of the use of Dominion Virginia Power's poles hereunder.

9. County represents that it has obtained or will obtain all legally required authority to erect and maintain its facilities within public streets, highways, and other thoroughfares and has obtained all legally required consents or easements from state, county, or municipal authorities and from the owners of property to construct and maintain facilities at the locations of poles of Dominion Virginia Power which it desires to use. Dominion Virginia Power may require from County proof of such authority and consent. In the event any such authority, consent, franchise or certificate of convenience and necessity terminates, County will promptly remove its facilities from poles of Dominion Virginia Power. FOR THE AVOIDANCE OF DOUBT, DOMINION VIRGINIA POWER DOES NOT LICENSE, APPORTION, CONVEY, OR OTHERWISE TRANSFER TO THE COUNTY ANY LAND USE RIGHT THAT DOMINION VIRGINIA POWER MAY HOLD NOR DOES DOMINION VIRGINIA POWER MAKE ANY REPRESENTATION OR WARRANTY AS TO THE STATUS OR AVAILABILITY OF ANY LAND USE RIGHT THAT MAY BE REQUIRED FOR THE COUNTY TO MAKE ATTACHMENTS TO DOMINION VIRGINIA POWER'S ELECTRIC DISTRIBUTIONS POLES.

10. The County shall, at its own cost and expense, do such tree trimming as it deems necessary to keep its cable free of encumbrances. "Tree Trimming" is defined as initial tree trimming done by each party to make its own wires and facilities free and clear in a non-uniform right-of-way situation and maintenance trimming done to keep the wires and facilities free and clear whether the right-of-way is uniform or non-uniform. "Non-uniform Right-of-Way" means a right-of-way where no ground clearing is required, which generally is the case along town and city streets. By mutual agreement, such tree trimming may be done for the benefit of the Parties by one contractor, and each party shall be responsible for its portion of such tree trimming.

11. County shall pay rent for pole attachments as follows: Thirty-three and No/100 Dollars (\$33.00) per pole, per year, for ten (10) years, paid in full at the inception of the initial 10 year term of this Agreement, with no annual billing. County shall pay the up-front attachment charge upon delivery of **Exhibit A** signed by County and stating County's agreement to any changes and the rearrangement charges as estimated by Dominion Virginia Power. For subsequent 10 year renewal terms, the County shall pay rent, in advance and in full, 30 days prior to the renewal term start date. The subsequent attachment rent will be the previous rent times the annual CPI compounded over the previous 10 year period. Electricity charges, if required, shall be billed under a separate customer service agreement and shall be paid in accordance with the terms thereof

12. For additional Attachments made during the Initial Term or subsequent Renewal Terms, the County shall pay the then current rent for Attachments, for each full calendar year remaining until the end of the current Term. Rent is paid in advance and in full upon delivery of Exhibit A signed by County. Thereafter rent shall be paid as provided in section 11.

13. In the event that a governmental agency has authority to regulate the charges for, and conditions of, pole attachments such as those described in this Agreement, or acquires such authority after the Effective Date, then this Agreement shall be subject to regulation by such governmental agency which may change provisions of this Agreement in such manner as may be provided by law. The Parties recognize that this Agreement in its entirety provides benefits to both Parties and, should any change affect the benefits of either party, the Parties agree to renegotiate to restore the relationship of the benefits to each party that before the change. If the Parties cannot agree on changes that would restore such relationship, either party shall have the right to terminate this Agreement upon sixty (60) days written notice to the other party and Dominion Virginia Power shall timely refund the pro rata portion of the fee required under section 11 above.

14. County agrees to take all necessary precautions by the installation of protective equipment or otherwise to protect persons and property against injury or damage that may result from County's attachments to Dominion Virginia Power's poles. If, in Dominion Virginia Power's opinion, County has not taken such necessary precautions, Dominion Virginia Power shall have the right to terminate any permit or permits granted hereunder immediately upon written notice to County. Dominion Virginia Power shall not, however, be considered in any way responsible for the adequacy or inadequacy of such precautions of County.

15.(a). County, at its sole cost and expense, shall carry commercial general liability insurance or maintain a program of self-insurance to provide coverage against losses, claims, demands, actions, judgments, costs, expenses, and liabilities which may arise or result, directly or indirectly, from or by reason of the presence, use, maintenance, or removal of said Attachments, or by any act of County on or in the vicinity of Dominion Virginia Power's poles, except to extent caused by the negligence or willful misconduct of Dominion Virginia Power, its agents, employees, and contractors. The amounts of such insurance against liability due to damage to property shall be at least two million dollars (\$2,000,000) each occurrence. County shall also carry such insurance as

will protect it from all claims under any Worker's Compensation Laws in effect that may be applicable to it. All insurance required shall remain in force for the entire life of this Agreement and the company or companies issuing such insurance shall be approved by Dominion Virginia Power. County shall submit to Dominion Virginia Power, for all insurance requirements of County under this Agreement, evidence of self-insurance meeting the necessary limits requirements.

15.(b) If County hires a contractor for the installation and removal of Attachments and/or fastening devices, County shall require its contractor to provide a broad form contractual indemnity covering Dominion Virginia Power and to maintain general liability insurance, including broad form contractual liability coverage, with minimum limits of two million dollars (\$2,000,000) combined single limit per occurrence for Bodily Injury and Property Damage Liability, which shall insure required indemnity obligation. County shall require that contractor's policies be endorsed to be primary to any insurance maintained by or on behalf of Dominion Virginia Power. County shall also require contractor to designate both County and Dominion Virginia Power as an additional named insured. County shall require its contractors to provide County with certificates of insurance evidencing the insurance required by this paragraph 15(b).

15.(c) County agrees that in the event it breaches any of the contractual requirements set forth in this Agreement, including the required installation, identification, maintenance, repair, removal, safety and precautionary measures set forth herein, and the breach causes Dominion Virginia Power to sustain a loss, including monetary damages for damage to property and injury or death to persons arising out County's use, maintenance or removal of its attachments in a manner which violates the terms of this contract, the breach shall be deemed material, and all loss sustained by Dominion Virginia Power as result shall be paid by County to Dominion Virginia Power as damages for County's breach of contract. It is expressly agreed between the parties that any such claim for breach of contract by Dominion Virginia Power shall be enforceable to the fullest extent permitted by law.

16. County may at any time remove its attachments from any pole or poles of Dominion Virginia Power, but shall immediately give Dominion Virginia Power written notice of such removal in the form of **Exhibit C**, hereto attached and made a part of this Agreement. No refund of any rental payment will be due on account of such removal.

17. Upon notice from Dominion Virginia Power to County that the use of any pole or poles is forbidden by state, county, or municipal authorities or property owners, the permit covering the use of such pole or poles shall immediately terminate, and the cables, wires, and appliances, of County shall be removed promptly at its expense from the affected pole or poles.

18. If County shall fail to comply with any of the provisions of this Agreement including the specifications herein before referred to, or default in any of its obligations under this Agreement and shall fail within sixty (60) days after written notice from Dominion Virginia Power to correct such default or noncompliance, Dominion Virginia Power may, at its option, forthwith terminate this Agreement or the permit or permits covering the poles as to which such default or noncompliance

shall have occurred. In case of such termination, no proportionate refund of prepaid rental payment shall be made.

19. Except as otherwise provided herein, bills rendered under this Agreement shall be payable by County within one calendar month from the date of the bill, which shall be the date placed in the United States mail, after presentation. A late payment charge of 1 1/2% per month will be imposed after one calendar month from the bill date. Payments shall be paid without regard to any counterclaim whatever. Nonpayment of bills within such time shall constitute a default under this Agreement which shall entitle Dominion Virginia Power to terminate this Agreement upon sixty (60) days written notice to County.

20. Failure 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, but the same shall be and remain at all times in full force and effect.

21. Nothing herein contained shall be construed as affecting rights or privileges previously or subsequently conferred by Dominion Virginia Power, by contract or otherwise, to others, not Parties to this Agreement, to use any poles covered by this Agreement, and Dominion Virginia Power reserves the right to grant, continue and extend such rights or privileges.

22. County shall not assign, transfer or sublet the privileges hereby granted to any person or entity without the prior written consent of Dominion Virginia Power, which shall not be unreasonably withheld, conditioned or delayed.

23.(a). No use, however extended, of Dominion Virginia Power's poles, under this Agreement, shall create or vest in County any ownership or property rights in said poles but County's rights in said poles shall be and remain a mere permit. Nothing contained in this Agreement shall be construed to compel Dominion Virginia Power to maintain any of said poles for a period longer than demanded by its own service requirements.

23.(b). Upon notice from Dominion Virginia Power to County that the use of any pole or poles is forbidden by governmental authority or property owners, or if a governmental authority requires the reduction in height of Dominion Virginia Power's poles such that the continued presence or relocation of County's cable facilities would not be in compliance with the safety standards prescribed by section 3 of this Agreement, the permit covering the use of such pole or poles shall immediately terminate upon written notice from Dominion Virginia Power, and the cables, wires, and appliances of County shall be removed at once by County at its expense from the affected pole or poles.

24. This Agreement initially covers attaching to **(number to be determined by survey as specified in 25(b) and shown as Exhibit D)** distribution poles and, if not sooner lawfully terminated, shall continue in effect until December 31, 2022 **(ten (10) calendar years from date signed)** and shall thereafter automatically renew for periods of ten (10) years (each, a Renewal Term), unless either party provides written notice of its intent to terminate the Agreement at least sixty (60) days prior to the end of such initial term or Renewal Term, as applicable. DVP shall provide County with

written notice at least sixty (60) days prior to the end of the initial term and any applicable Renewal Term(s). Upon expiration of this Agreement, County immediately shall remove its cables, wires, and appliances from all poles of Dominion Virginia Power. If not so removed within sixty (60) days, Dominion Virginia Power shall have the right to remove them at the cost and expense of County and without any obligation to County to account for any equipment so removed. If, however, an insurance carrier shall notify Dominion Virginia Power that policy or policies of insurance, as required under Section 15 of this Agreement, will be canceled or changed, then, upon written notice to County by Dominion Virginia Power, this Agreement shall cease and terminate upon the effective date of such cancellation, unless County provides replacement policies before the cancellation date.

25(a). Dominion Virginia Power, because of the importance of its service, reserves the right to make periodic inspections of installations of County on its poles and in the vicinity of its lines and appliances; and County shall, on demand, reimburse Dominion Virginia Power for the reasonable actual expense of such inspections, provided that County is given fifteen (15) days written notice, and a written estimate of the cost of such inspections. Reimbursable inspections will not be made more often than once each five (5) years and upon notice to County unless, in Dominion Virginia Power's judgment, such inspections are required for reasons involving safety or because of a violation of the terms of this Agreement by County. Such inspections whether or not made, shall not operate to relieve County of any responsibility, obligation, or liability assumed under this Agreement. Should such inspections reveal any unauthorized attachments, County shall pay to Dominion Virginia Power the sum of Five Hundred and No/100 Dollars (\$500) for each unauthorized attachment. Should Dominion Virginia Power grant permits for such attachments to remain after any necessary rearrangements or pole changes are made under provisions of this Agreement; County shall pay to Dominion Virginia Power the then current attachment charges that would be applicable in the case of a new application for an attachment permit as provided herein section 11.

25(b). The Parties acknowledge that as of the Effective Date of this Agreement, certain County attachments currently exist on Dominion Virginia Power poles. These attachments shall be identified and accounted for in a pole survey to be conducted by Dominion Virginia Power. County agrees to reimburse Dominion Virginia Power for the actual, reasonable cost of this survey, and shall have the right to participate in the pole survey if it so chooses. Dominion Virginia Power shall submit the result of the pole survey to the County for review and, if applicable, revision. County's existing attachments identified by this completed survey shall be added to this Agreement through an amendment to be executed within a reasonable amount of time from the Effective Date of this Agreement, and County agrees to pay for such existing attachments on Dominion Virginia Power poles at the rate specified in this Agreement. The Parties agree that such amendment shall specify that pole rental fees for existing attachments shall accrue as of the Effective Date of this Agreement.

25(c). The Parties agree that no penalties for unauthorized attachments shall be enforced against County until the Parties have executed an amendment to add County's existing attachments

to this Agreement. The existing attachments identified by the completed pole survey and any applications approved after the Effective Date of this Agreement are considered authorized and not subject to any penalties set forth in this Agreement.26. Subject to the provisions of section 21 hereof, this Agreement shall extend to and bind the successors and assigns of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

By:

Dominion Virginia Power

Steven A. Eisenrauch
Manager Customer Solutions

The County Board of Arlington County

Name: _____

Title: _____

5. SERVICES

Attacher's Authorized Attachments shall be used for the provision of (check applicable boxes):

Cable service.

Telecommunications service. If some, but not all of Attacher's Authorized Attachments are used for telecommunications service, Attacher must indicate the geographic area and number of Authorized Attachments in each, for which its Authorized Attachments are employed for telecommunications services.

All of Attacher's Authorized Attachments are used either for the provision of cable service or for the provision of telecommunications service, or both. Note, Authorized Attachments that are used to provide cable and/or telecommunications services may also be used to provide other Permitted Services.

Other - **Fiber for traffic signals and county buildings along with Wi-Fi devices.**

6. PERMITTED AREA(S) (attach map if necessary):

Such Service(s) will be provided solely in Permitted Areas that are delineated by the following boundaries: **Arlington County, Virginia**

7. REQUIRED AUTHORIZATIONS:

[\[THIS SECTION TO BE COMPLETED ONLY TO THE EXTENT REQUIRED BY VIRGINIA POWER.\]](#) Please list and attach to this **Attacher Data Sheet** a copy of all Required Authorizations.

8. RECAPITULATION SHEET:

Arlington County has acknowledged there are numerous attachments which will be identified by survey subsequent to this Agreement as specified in 25(b). These attachment as well as future permitted attachments will be provided on the Recapitulation Sheet when available with billing to follow.

9. CERTIFICATE OF INSURANCE:

Note here, if attached (Mandatory).

WITNESS my signature on behalf of Attacher this _____ day of _____ 20____.

THE COUNTY BOARD OF ARLINGTON COUNTY

Name: _____

Title: _____

NON-TRADITIONAL POLE ATTACHMENT AGREEMENT

(EFFECTIVE DATE: AUGUST 1, 2012)

BY AND BETWEEN

VIRGINIA ELECTRIC AND POWER COMPANY

AND

THE COUNTY BOARD OF ARLINGTON COUNTY



EXHIBIT A

APPLICATION FOR PERMIT

(See the Following Two Attached Pages)

**Each Application for Permit should be used to apply
for attachments to no more than 40 poles**

CERTIFICATION

WITNESS my signature on behalf of Attacher this ____ day of _____, 20__.

[ATTACHER]

By: _____

Name: _____

Title: _____

F. Total Number of Poles
G. Licensee Attacher Name
H. By (Signature)
I. Title

J. For Dominion Use Only
K. Date Permit Approved
L. By (Signature)
M. Title

*Splice Boxes and any other device attached to pole.

APPLICATION FOR PERMIT INSTRUCTIONS

Before placing new or additional Attachments onto any Distribution Pole or over lashing any Attachments, Attacher must complete the attached Application for Permit. The following instructions shall serve as a guide in Attacher's completion of said Application for Permit:

1. The Application for Permit must be typewritten or handwritten in blue or black ink. If handwritten, Attacher shall print its responses in a legible manner. A failure to complete the Application in a legible manner may result in rejection of the Application.

2. The Application for Permit must be completed by an individual within Attacher, or a designated contractor, authorized to enter into such applications or transactions.

3. Attacher shall complete the boxes immediately preceding the preamble of the Application for Permit (Boxes A through E) with the exception of the box titled "Dominion/North Carolina Power Permit Number" (Box D) In Box B, Attacher shall insert the name of the county, city or town (or, alternatively, the name of the local governing body which granted Attacher's franchise rights) within which the poles are located. All other boxes preceding the preamble are self-explanatory.

4. Upon submission, the Application for Permit will be assigned a Dominion/North Carolina Power Permit Number. Upon approving Attacher's Application for Permit, Dominion shall complete that box immediately preceding the preamble of the Application titled Dominion/North Carolina Power Permit Number (Box D).

5. Attacher shall indicate within the body of the Application for Permit's preamble, the date on which Attacher and Dominion executed their Facilities License Agreement.

6. Column 1: Attacher shall indicate the Strand Map Item No. The poles on the Strand Maps should be numbered sequentially, beginning with the number "1" and ending with the total number of poles subject to the Application for Permit (not to exceed 40). Each number should correspond directly with the number (and information provided therewith) set forth within the Application for Permit in this column.

7. Column 2: Attacher shall indicate the Dominion Pole Number. This number may be found on the pole itself, and will consist of two alpha and two numeric characters.

8. Column 3: Attacher shall indicate the Location of the Distribution Poles to which it wishes to add Attachments. For purposes of this Column 3, street name and nearest cross-street shall be sufficient.

9. Column 4: Attacher shall indicate the Pole Size and Class. This information is typically found branded into the side of the pole and consists of a two-digit size indicator, in five foot increments, and a one-digit class indicator (*e.g.*, 40/4).

10. Column 5: Attacher shall indicate the requested height of each Attachment, in feet and to the nearest inch.

11. Column 6: Attacher shall indicate the size of the strand sought to be attached.

12. Column 7: Attacher shall indicate the Coaxial Number and size.

13. Column 8: Attacher shall indicate the Fiber Number and size.

14. Column 9: Attacher shall indicate whether the proposed attachment serves any cable service use; a “(Y) Yes” or “(N) No” indication is sufficient.

15. Column 10: Attacher shall indicate whether the proposed attachment serves any telecommunications use use; a “(Y) Yes” or “(N) No” indication is sufficient.

16. Column 11: Attacher shall indicate whether Power Packs will be required; a “(Y) Yes” or “(N) No” indication is sufficient.

17. Column 12: Attacher shall indicate whether Splice Boxes (SB), Guy Attachment (GA), Guy Anchor Attachment (ANC), Ground Wire (GW), Underground Dip (UD), or any other attachment not otherwise identified by the Application will be attached.

18. Column 13: Attacher may add Comments with regard to any responses set forth in Columns 1-13.

19. Attacher shall complete the information in the box located in the lower left-hand corner of the Application by inserting the total number of poles (Box F), company name (Box G), title of the signatory (Box H) and signatory’s signature (Box I). If Attacher submits multiple Applications for Permit, in cases where Attachments are desired on more than 40 poles, Dominion will contact Attacher to establish priorities.

20. As indicated on the Application for Permit, the box located in the lower right-hand corner of the Application for Permit is reserved for Dominion use only (Boxes J through M). Once submitted, a Dominion designer will use the Application for Permit and Strand Maps to locate the Distribution Poles and determine the amount of Make-Ready Work required. Upon completion of such Make-Ready Work, the remainder of this box shall be filled-in and mailed to Attacher. The Application for Permit becomes a Permit upon the completion of this box ("Permit Effective Date").

21. Dominion shall perform a post-Permit inspection within ninety (90) days of the Permit Effective Date to confirm that all Attachments were made in accordance with the Permit.

22. Attacher shall include a copy of all Strand Maps identified in the Application for Permit (See Instruction No. 5). The Strand Maps shall clearly set forth the following information:

- (i) Distribution Pole locations for which a Permit is sought;
- (ii) Dominion pole numbers for each Distribution Pole for which a Permit is sought;
- (iii) span length;
- (iv) the cable strand size and type used by Attacher;
- (v) the number of Attacher cables (specifying size and type);
- (vi) all tension, weight and transverse wind-loading data for the wires, using NESC and NEC standards.
- (vii) all power supply locations;
- (viii) all "other" Attachment locations; and,

* Information duplicated on Strand Maps and on the Application for Permit need not be shown in both instances.

NON-TRADITIONAL POLE ATTACHMENT AGREEMENT

(EFFECTIVE DATE: AUGUST 1, 2012)

BY AND BETWEEN

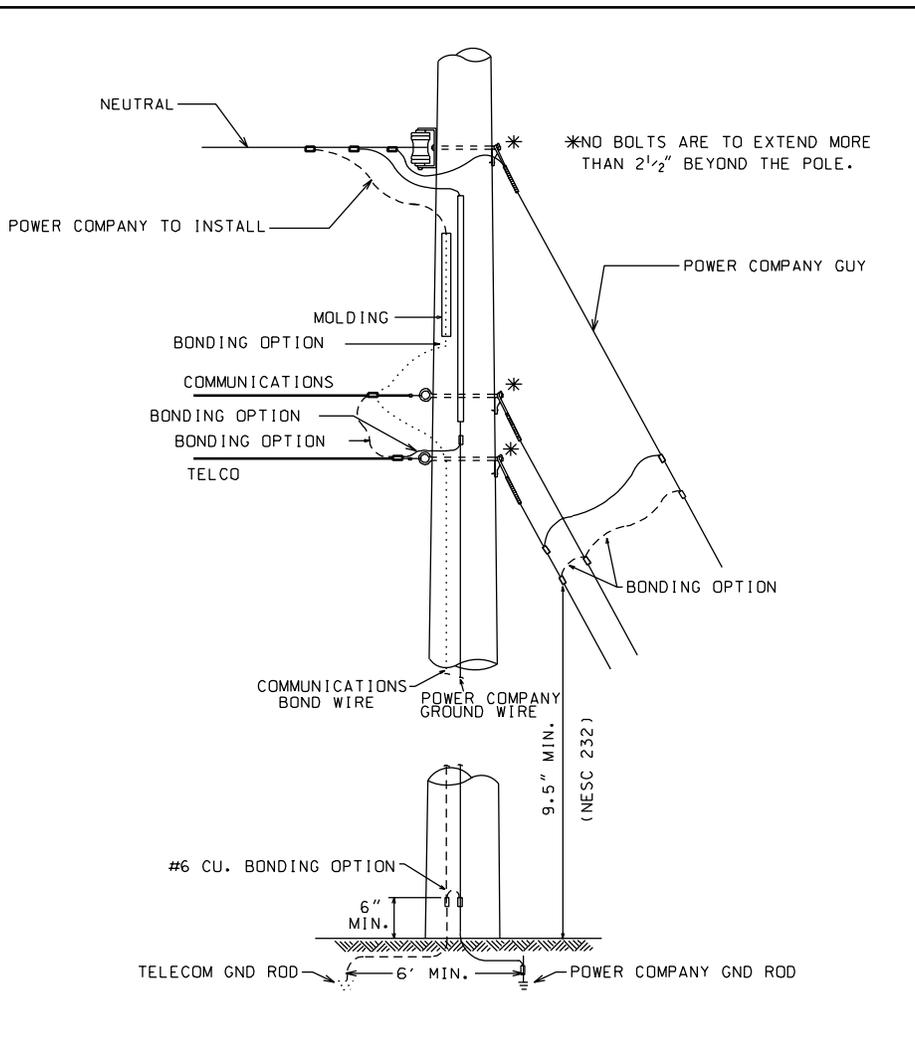
VIRGINIA ELECTRIC AND POWER COMPANY

AND

THE COUNTY BOARD OF ARLINGTON COUNTY

EXHIBIT B

BONDING



PROPOSED TELECOM BOND 
EXISTING TELCO BOND 

NOTES:

- 1. SEE PAGE 2 FOR DETAILS ON BONDING METHODS.
- 2. MESSENGER MUST BE BONDED TO ITS GUY IF THEY DO NOT USE THE SAME THROUGH BOLT.

Notes: Bonding

General Notes Applicable To All Bonding

1. Attaching entities needing to bond can bond to any Dominion already bonded.
2. Connectors used for bonding shall be suitable for aluminum or copper and may be compression or bolted type that meet Class "A" heat cycle test.
3. Conductor used for bonding shall be minimum #6 copper.
4. When poles are replaced, care shall be taken to reconnect all bonds on the pole.
5. Bolts shall not extend more than 2-1/2" from pole.
6. When making bonding connections, the installers shall thoroughly clean the guy, messenger, and/or ground wire before installing connectors. Care shall be taken to prevent damage to galvanizing on guy wire.

Bonding Guys

7. Bonding of telecommunication guys to Dominion guys is permitted only when Dominion guys are bonded to the common neutral.
8. Bonds to guys with a strain insulator are to be done below the strain insulator.
9. A telecommunication messenger strand must be bonded to the telecommunication guy. Where the strand and guy are not attached to the same through bolt, a bond is needed between the strand and guy.
10. The potential must be checked between guys before bonding is done. If the potential between any two guys exceeds 5 volts, do not bond. Report the condition to Dominion so corrective action can be taken.

Bonding to Dominion's Neutral

11. At locations where Dominion does not have a guy or ground wire/rod, a bond will be made between the common neutral and the telecommunication guy.
12. Customer will install a bond to its guy or messenger and leave a tail coiled long enough to reach the neutral. Dominion will staple the bond wire to the pole, will make the connection to the neutral, and will install molding over the bond wire.

Bonding Messenger Strands

13. The telecommunication cable messenger strand must be bonded to the guy. Where the strand and guy are not attached to the same through bolt, a bond is needed between the strand and guy.

Bonding Ground Conductors

14. Bonding to Dominion's rod or ground connector is not permitted.
15. Dominion's ground may not be used to satisfy NEC requirements for the equipment AC service ground.
16. Bonding to Dominion's ground conductor to meet NESC pole line construction grounding requirements is approved as long as it is done to Dominion ground conductor on the pole at least six (6) inches above ground level. Dominion requires all grounds at a pole to be bonded together.
17. When Dominion's ground conductor is covered by molding, no more than 6" of the ground wire shall be exposed to make the connection. Each end of the molding shall be stapled.
18. Attaching entities may choose to install their own ground conductor. Dominion requires that all grounds be bonded together on the pole (not to Dominion's ground rod or connector) as explained above.

	Licensee
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	By
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	Title
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Notice Received By	Date Notice Received
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Total Poles Discontinued
