

6.2.1. **Pre-Existing Attachments.** Unless updates or upgrades are required by Applicable Standards, or unless Utility provides notice to the contrary, Wireless Service Providers shall not be required to obtain Permits for authorized Attachment(s) existing as of the effective date of this Regulation. Such grandfathered Attachments shall, however, be subject to the Attachment Fees specified in Appendix A. Wireless Service Providers shall provide City and Utility a list of all such pre-existing Attachments within six (6) months of the Effective Date of this Regulation but shall be subject to notification requirements.

6.3. **Submission of Application for Attachment Permit.** Wireless Service Providers shall submit a properly executed Application, which, unless otherwise agreed by Utility, shall include a survey and detailed plans for the proposed Attachments, including a description of any necessary Make-Ready Work to accommodate the Attachments, certified by a licensed professional engineer or City or Utility approved employee or contractor of Wireless Service Provider. Wireless Service Providers shall use the Application form provided. The City or Utility may amend the Application form from time to time, provided that any such changes are not inconsistent with the terms of this Regulation, and are applied to all Attaching Entities on a non-discriminatory basis and reasonable advance written notice is provided to Wireless Service Provider of such changes. City's or Utility's acceptance of the submitted design documents does not relieve any Wireless Service Provider of full responsibility for any errors and/or omissions in the engineering analysis.

6.3.1 Each Application for Wireless Communication Facilities may contain applications for up to a maximum of twenty-five (25) locations, provided that the proposed Wireless Communication Facilities to be installed at each such location are of the same size, type and configuration.

6.3.2 Each Application shall contain a detailed description of the Wireless Communication Facilities proposed to be installed, including type of equipment, certification as to approval of FCC equipment compliance, the installation design, pole loading calculations, RF interference studies and documentation (datasheets and technical specifications of the antenna system) that confirms all RF emissions comply with applicable laws governing RF exposure levels, including FCC OET Bulletin 65.

6.3.3 Each Application shall include a proposed attachment submittal of each device or design that has not been previously approved, which shall be considered a Non-Standard Application.

6.3.4 Wireless Service Providers shall utilize generally accepted industry standard software for the pole loading analysis, including SPIDA Calc.

6.3.5 Reserved.

6.3.6 Each Permit Application shall contain a Safety Briefing for the type of Wireless Installation proposed, if not previously approved.

6.3.7 No Wireless Service Provider, nor any Person acting on behalf of a Wireless Service Provider shall simultaneously submit more than one Permit Application. No Wireless Service Provider, nor any Person acting on behalf of a Wireless Service

Provider, shall submit a Permit Application while such Wireless Service Provider has a Permit Application under review.

6.4. **Review of Application for Attachment Permit.** Permit Applications shall be reviewed in the order received. Unless otherwise agreed, under normal circumstances, the Permit Application review process shall be as follows:

6.4.1. **Application for Attachment with Survey.** If a Wireless Service Provider's Application includes a survey and detailed plans for the proposed Attachments, including a description of any necessary Make-Ready to accommodate the Attachments, City or Utility shall review and respond to such properly executed and complete Permit Application for routine installations as promptly as is reasonable, providing a response during normal circumstances within ninety (90) days of receipt.

6.4.1.1. City's or Utility's response will either: (i) concur with the proposed Make-Ready as described in the Wireless Service Provider's Application and engineering survey and provide a cost estimate for the Utility's portion of that Make-Ready (ii) provide the Wireless Service Provider a revised Make-Ready analysis based on what Make-Ready Work Utility reasonably determines is required as well as providing the Wireless Service Provider a cost estimate for the Utility's portion of that Make-Ready work; or (iii) provide a written explanation as to why the Application is being denied, in whole or in part, for reasons of safety, reliability or insufficient Capacity that cannot be resolved consistent with Applicable Standards, including City and County zoning and construction ordinances.

6.4.2. **Application for Attachment Without a Survey.** Utility in its sole discretion may authorize a Wireless Service Provider to submit an Application without a Pre-Construction Survey (including a description of necessary Make-Ready). In such case, Utility or its contractor Engineer shall review the Application and perform a Pre-Construction Survey, and, if the Attachment can be accommodated consistent with Applicable Standards, prepare a description of any necessary Make-Ready to accommodate the proposed Attachment. Under normal circumstances, Utility will respond to such properly executed and complete Permit Application for routine installations as promptly as is reasonable, with a goal of providing a response within ninety (90) days of receipt.

6.4.2.1. A field survey will be required for each Attachment requested to determine the adequacy of the Pole to accommodate the proposed Wireless Communication Facilities. Utility shall assess the Wireless Service Provider the actual and documented costs of the survey(s).

6.4.2.2. Utility's response will either: (i) provide a description of Make-Ready identified by Utility and a cost estimate for the Utility's portion of that Make-Ready; or (ii) provide a written explanation as to why the Application is being denied, in whole or in part.

6.4.2.3. If Utility does not meet the timeframe described in this Section 6.4.2 to complete the Pre-Construction Survey, the Wireless Service Provider may, at its option, hire a Utility approved professional engineer or an approved Wireless Service Provider employee or contractor to conduct the Survey. Any such Pre-Construction Survey shall be subject to review and approval by Utility.

6.4.3 Response to Estimate. Upon receipt of Utility's response, a Wireless Service Provider shall have sixty (60) days to approve the estimate of any proposed Make-Ready Work and, if advance payment is required, provide payment in accordance with this Regulation and the specifications of the estimate.

6.5. **Permit for Installation in Public Right-of-Way.** Wireless Service Providers shall submit a properly executed Permit Application to the City which accurately describes the location, dimensions, and appearance of any Wireless Communication Facilities or Wireless Support Structures to be installed in the public right-of-way, along with other information required by this Regulation. Designated City and Utility employees may administratively approve Applications to install attachments of Wireless Communication Facilities to City Poles and Utility Poles, respectively, and installation of Wireless Support Structures upon payment of proper fees by the Applicant, provided that the Application fully complies with all requirements of this Regulation and meets the design standards of Appendix B. Noncompliant Applications may only be approved by designated City and Utility employees when fully compliant with City ordinances and aesthetic standards. The denial of a permit may be appealed in accordance with Section 4.3

6.6. **Permit as Authorization to Attach.** Upon completion and inspection of any necessary Make-Ready Work and receipt of payment for such work, City and/or Utility will sign and return the Permit Application, which shall serve as authorization for the Wireless Service Provider to make its Attachment(s).

6.7. **Notification to Utility.** Within thirty (30) days of completing the installation of an Attachment, each Wireless Service Provider shall provide written notice and as-builts, as required to Utility.

Article 7. Make-Ready Work/Installation

7.1. **Estimate for Make-Ready Work.** As per Article 6, if Utility determines that it can accommodate a Wireless Service Provider's request for Attachment(s), it will advise the Wireless Service Provider of any estimated Make-Ready Work charges necessary to accommodate the Attachment.

7.2. **Who May Perform Make-Ready.** Make-Ready Work shall be performed only by Utility and/or a qualified contractor authorized by Utility to perform such work.

7.2.1. Unless otherwise agreed by Utility, only Utility or its contractor will set any new or replacement Poles or perform Make-Ready in the electric supply space.

7.3. **Time Frame for Completion of Make-Ready.** If Utility, or its contractor, is performing Make-Ready Work it will use good faith efforts to complete routine Make-Ready Work within ninety (90) days of receipt of the Wireless Service Provider's approval of the Make-Ready

estimate (and advance payment if required). If there are extenuating circumstances that make the necessary Make-Ready Work more complicated or time-consuming, including, but not limited to, the relative novelty of the type of Wireless Communication Facilities and associated equipment to be attached, the total number of Poles upon which Utility is currently obligated to perform Make-Ready Work, or seasonal weather conditions, Utility shall identify those factors in the Make-Ready description and cost estimate and the parties shall agree upon a reasonable timeframe for completion. If Utility does not complete agreed upon Make-Ready work within ninety (90) days, or the agreed-upon timeframe, it may allow the Wireless Service Provider to use a Utility approved qualified contractor to complete such Make-Ready Work and refund any amounts paid by the Wireless Service Provider to Utility for performing such Make-Ready Work that is not completed.

7.3.1. Utility may delay the time period for completion of Make-Ready work by written notice in order to respond to severe storms, natural disasters, or other emergency situations.

7.4. **Scheduling of Make-Ready Work.** In performing all Make-Ready Work to accommodate Wireless Service Provider's Attachments, Utility will endeavor to include such work in its normal work schedule. If a Wireless Service Provider requests, and Utility agrees, to perform Make-Ready Work on a priority basis or outside of Utility's normal work hours, the Wireless Service Provider will pay any resulting increased actual and documented costs. Nothing in this Regulation shall be construed to require Utility to perform a Wireless Service Provider's work before other scheduled work or Utility service restoration.

7.5. **Payment for Make-Ready Work.** Upon completion of the Make-Ready Work performed by Utility, Utility shall invoice the Wireless Service Provider for Utility's actual and documented cost of such Make-Ready Work. The costs of the work shall be itemized in accordance with Article 3, and if Utility received advance payment, the costs shall be trued up in accordance with Article 3. Each Wireless Service Provider shall be responsible for entering into an agreement with other existing Attaching Entities to reimburse them for any costs that they incur in rearranging or transferring their facilities to accommodate the Wireless Service Provider's Attachments.

7.6. **Notification of Make Ready Work.** Before starting Make-Ready Work, Utility shall notify all existing Attaching Entities of the date and location of the scheduled work and notify them of the need to rearrange and/or transfer their facilities at the Wireless Service Provider's cost within the specified time period. To the extent that Utility has the legal authority, it shall rearrange and/or transfer existing facilities of such other Attaching Entities that have not been moved in a timely manner. The Wireless Service Provider shall pay for any such rearrangement or transfer.

7.6.1. In instances where a Wireless Service Provider is performing Make-Ready, where an existing Attaching Entity has not relocated or otherwise undertaken work required to complete Make-Ready (such as repairing existing Attachments not in compliance with Applicable Standards) within ninety (90) days of notice by Utility or the Wireless Service Provider to such other Attaching Entity, the Wireless Service Provider is authorized, to the extent that Utility has such authority, and the legal ability to delegate such authority, to relocate or repair the other Attaching Entity's Attachments on behalf of Utility. The

Wireless Service Provider shall pay the costs to relocate the other Attaching Entity's Attachments as part of the Wireless Service Provider's Make Ready.

7.7. Operator's Installation/Removal/Maintenance Work.

7.7.1. All of the Wireless Service Provider's installation, removal, and maintenance work, by either the Wireless Service Provider's employees or authorized contractors, shall be performed at the Wireless Service Provider's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of Utility's Poles or other Facilities or other Attaching Entity's facilities or equipment. All such work is subject to the insurance requirements of Article 25.

7.7.2. All of a Wireless Service Provider's installation, removal, and maintenance work, either by its employees or authorized contractors, shall comply with all applicable regulations specified in Section 4.1. Wireless Service Providers shall assure that any person installing, maintaining, or removing its Wireless Communication Facilities is fully qualified and familiar with all Applicable Standards, and the design specifications established by Utility.

7.7.3. Notwithstanding anything to the contrary in this Regulation, subsequent to the original installation of Wireless Service Provider's Wireless Communications Facilities, Wireless Service Provider may modify or replace the Wireless Communications Facilities without obtaining prior written consent of City or Utility so long as such modification or replacement does not, except in a minimal manner: (a) modify the external appearance of the Wireless Communication Facility; (b) increase the electric consumption of the Wireless Communication Facility; (c) increase the load on the applicable Pole beyond the loading, if any, that was established in the approved Application; or (d) involve placement of equipment outside the area designated in the approved Application. Licensee may request, and City and/or Utility shall timely provide, a determination as to whether a modification or replacement made subsequent to original installation deviates from the original permit sufficiently to require the issuance of a permit.

Article 8. Post-Installation Inspections

8.1. No Person shall energize any Wireless Communication Facility unless and until it has passed Post-Installation Inspection.

8.2. Within five (5) business days after the Wireless Service Provider notifies the City and/or Utility that the installation of a Wireless Support Structure or Wireless Communication Facility has been completed, the City, Utility or their contractors shall perform a Post-Installation Inspection to ensure all work was performed in accordance with the Permit and Applicable Standards. If City and/or Utility fail to perform the Post-Installation Inspection within the 5-day period, any affected Wireless Support Structure or Wireless Communication Facility may be used as if it had passed the inspection; provided, however, that if City and/or Utility identifies any violation when actually performing the Post-Installation Inspection, Wireless Service Provider shall have thirty (30) days from the date of receipt of such notice to correct such violation(s), or such other period as the

parties may agree upon in writing, unless such violation creates an Emergency in which case the Wireless Service Provider shall make all reasonable efforts to correct such violation immediately. A reinspection fee, as shown on Appendix A, will be charged to the Wireless Service Provider for each additional inspection of the facility.

8.3. If the Post-Installation inspection reveals that a Wireless Service Provider's facilities have been installed in violation of a Permit or Applicable Standards, City and/or Utility will notify the Wireless Service Provider in writing and the Wireless Service Provider shall have thirty (30) days from the date of receipt of such notice to correct such violation(s), or such other period as the parties may agree upon in writing, unless such violation creates an Emergency in which case the Wireless Service Provider shall make all reasonable efforts to correct such violation immediately. Upon receipt of notice from Wireless Service Provider that such violation has been corrected, City and/or Utility shall promptly perform a reinspection of the Wireless Support Structure or Wireless Communication Facility. A reinspection fee, as shown on Appendix A, will be charged to the Wireless Service Provider for each additional inspection of the facility.

8.4. If a Wireless Service Provider's Attachments remain out of compliance with Applicable Standards or approved design after any three (3) subsequent inspections or a period of ninety (90) days, consistent with Article 19 City and/or Utility will provide notice of the continuing violation and the Wireless Service Provider will have thirty (30) days from receipt of such notice to Correct the violation, otherwise the provisions of Article 19 shall apply.

Article 9. Abandonment of Permit

City or Utility may deem a Permit to be abandoned if a Wireless Service Provider does not: (1) begin work authorized by a Permit issued under this Regulation within one hundred eighty (180) calendar days of the effective date of such right to begin work, unless such time period is extended; or (2) request a Post-Installation inspection of completed work within two hundred seventy days (270), unless such time period is extended. If a Permit is deemed to be abandoned in accordance with this Article, City or Utility may, but shall have no obligation to, use the space allocated for a Wireless Service Provider's Attachment(s) for its own needs or make the space available to other Attaching Entities. Application Fees associated with abandoned Permits shall not be refunded.

Article 10. Rearrangements and Transfers

10.1 **Required Transfers of Wireless Communication Facilities.** If Utility reasonably determines that a rearrangement or transfer of a Wireless Communication Facility is necessary, including as part of Make-Ready to accommodate another Attaching Entity's Attachment, Utility will require the Wireless Service Provider who owns the Wireless Communication Facilities to perform such rearrangement or transfer within ninety (90) days after receiving notice from Utility, or other agreed upon notification. If the Wireless Service Provider fails to rearrange or transfer its Attachment within ninety (90) days after receiving such notice from Utility, the provisions of Article 19 shall apply, including Utility's right to rearrange or transfer the Wireless Communication Facilities ninety (90) days after the Wireless Service Provider's receipt of original notification of the need to rearrange or transfer its facilities. The actual and documented costs of such rearrangements or transfers shall be apportioned as specified under Article 10.2. Utility shall not be liable for damage to Wireless Communication Facilities except to the extent

provided in Article 23. In Emergency situations, Utility may rearrange or transfer Wireless Communication Facilities as it determines to be necessary in its reasonable judgment. In Emergency Situations Utility shall use reasonable efforts provide such notice as is practical, given the urgency of the particular situation., If a Wireless Service Provider fails to rearrange and/or transfer its Wireless Communication Facilities within the prescribed time period, Utility may delegate its authority to rearrange and/or transfer the Wireless Communication Facilities to an authorized Attaching Entity or its authorized contractors. In such case, another Attaching Entity may rearrange or transfer the Wireless Communication Facilities ninety (90) days after the Wireless Service Provider's receipt of original notification of the need to rearrange or transfer its facilities.

10.2 **Allocation of Costs.** The costs for any rearrangement or transfer of any Wireless Communication Facilities or the replacement of a Pole (including, without limitation, any related costs for tree cutting or trimming required to clear the new location of Utility's cables or wires) shall be allocated to Utility and/or the Wireless Service Provider that owns the Wireless Communication Facilities and/or other Attaching Entity on the following basis:

10.2.1. If Utility intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the Utility's costs related to the modification/replacement of the Pole. The Wireless Service Provider shall be responsible for costs associated with the rearrangement or transfer of the Wireless Service Provider's Wireless Communication Facilities. Prior to making any such modification or replacement, Utility shall make reasonable efforts to provide the Wireless Service Provider at least ninety (90) days written notification of its intent in order to provide the Wireless Service Provider a reasonable opportunity to modify. Should the Wireless Service Provider decide to do so, it must seek Utility's written permission in accordance with this Regulation. If the Wireless Service Provider elects to add to or modify its Wireless Communication Facilities, the Wireless Service Provider shall pay its fair share of the costs incurred by Utility in making the space on the Poles accessible to the Wireless Service Provider.

10.2.2. If the modification or replacement of a Pole is necessitated by the requirements of a Wireless Service Provider, the Wireless Service Provider shall be responsible for all costs caused by the modification or replacement of the Pole as well as the costs associated with the transfer or rearrangement of any other Attaching Entity's facilities. At the time the Wireless Service Provider submits a Permit Application to Utility, the Wireless Service Provider shall submit evidence in writing that it has made arrangements to reimburse all affected Attaching Entities for their costs caused by the transfer or rearrangement of their Facilities. Utility shall not be obligated in any way to enforce or administer the Wireless Service Provider's responsibility for the costs associated with the transfer or rearrangement of another Attaching Entity's Facilities pursuant to this Article.

10.2.3. If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than Utility or the Wireless Service Provider, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or

replacement, as well as the costs for rearranging or transferring the Wireless Service Provider's Wireless Communication Facilities. The Wireless Service Provider shall cooperate with such third-party Attaching Entity to determine the costs of moving the Wireless Service Provider's facilities.

10.3. If the Pole must be modified or replaced for reasons unrelated to the use of the Pole by Attaching Entities or Utility (*e.g.*, storm, accident, deterioration), Utility shall pay the costs of such modification or replacement and the Wireless Service Provider shall pay the costs of rearranging or transferring its Wireless Communication Facilities.

Article 11. Pole Replacements

11.1. **Utility/City Not Required to Replace.** Nothing in this Regulation shall be construed to require City or Utility to replace its Poles for the benefit of a Wireless Service Provider.

11.2. **Ownership of Replacement Pole.** In all instances a replaced Pole will remain the property of City or Utility, as prior to this Regulation.

11.3. **Customized Poles.** Whenever a Wireless Service Provider uses a customized pole to install a Wireless Communication Facility on or within a Streetlight Pole, the Wireless Service Provider will provide an identical spare of the customized pole to the Utility at no cost; provided, if the same type of customized pole is used at multiple locations, the Wireless Service Provider need only provide one spare.

Article 12. Treatment of Multiple Requests for Same Pole

If Utility receives a Permit Application for attachment of a Wireless Communication Facility from a Wireless Service Provider and a wireline attachment application from a third-party attaching entity for the same Pole and has not yet completed the Permitting of the initial applicant, and accommodating the respective requests would require modification of the Pole or replacement of the Pole, Utility will make reasonable and good faith efforts to allocate among the Wireless Service Provider and such third-party attaching entity the applicable costs associated with such modification or replacement.

Article 13. Equipment Attachments

13.1. Each Wireless Service Provider shall compensate City and Utility for the actual and documented cost, including engineering and administrative cost, for rearranging, transferring, and/or relocating Utility's Poles to accommodate the Wireless Service Provider's Equipment Attachments.

13.2. Each Wireless Service Provider shall reimburse the owner or owners of other facilities attached to City or Utility Poles for any actual and documented cost incurred by them for rearranging or transferring such facilities to accommodate the Wireless Service Provider's Equipment Attachments.

Article 14. Authorized Contractors

Wireless Service Providers shall only use authorized, qualified contractors approved by Utility to conduct Make-Ready Work (or any other work), such approval not to be unreasonably withheld, conditioned or delayed.

Article 15. Guys and Anchor Attachments

Utility shall install all guy wires and anchors at the Wireless Service Provider's sole cost to sustain any unbalanced loads caused by the Wireless Service Provider's Attachments. The Wireless Service Provider shall bear all costs associated with the Utility's maintenance, replacement, or reinstallation of required guy wires and anchors.

Article 16. Installation of Grounds

When Utility is requested by a Wireless Service Provider to install grounds or make connections to Utility's system neutral, the Wireless Service Provider shall within sixty (60) days of demand reimburse Utility for the total actual and documented costs including engineering, clerical and administrative cost thereby incurred on initial installation only. All grounds installed by the Wireless Service Provider shall be in accordance with Utility's standard grounding practices.

Article 17. Change in Utility Facilities that Forfeits Attachment Accommodations.

17.1. **Notice of Change in City or Utility Facilities that Forfeits Attachment Accommodations.** Prior to changing any City or Utility Facility to which Wireless Communication Facilities are attached in such a manner that attachment will no longer be reasonably possible (including without limitation: abandonment, removal, relocation underground, replacement, or reconfiguration), the owner of such Wireless Communication Facilities shall be provided at least ninety (90) calendar days prior written notice by City or Utility, as appropriate. Provided that, notice may be less than ninety (90) calendar days as a result of the action of a third party and the ninety day notice period is not practical. If, following the expiration of the notice period, the owner of the Wireless Communication Facilities has not yet removed and/or transferred all of its Wireless Communication Facilities, City and/or Utility shall have the right, but not the obligation, to remove or transfer the Wireless Communication Facilities at the owner's expense and the owner shall be subject to the provisions of Article 19.

17.1.1. **Underground Relocation.** If Utility moves any portion of its aerial system underground pursuant to City requirements, Wireless Service Providers shall remove their Wireless Communication Facilities from any affected Poles within the notice period as established in 17.1 *supra* and must either relocate its affected Wireless Communication Facilities underground with Utility or find other means to accommodate its Wireless Communication Facilities. If a Wireless Service Provider does not remove its Wireless Communication Facilities, the Utility shall have the right to remove or transfer the Wireless Communication Facilities at the owner's expense. A Wireless Service Provider's failure to remove its Facilities as required under this Article 17.1 shall subject such Wireless Service Provider to the provisions of Article 19.

17.1.2. Replace/Reconfigure Utility Facilities without Attachment Accommodations.

If Utility replaces or reconfigures any portion of its aerial facilities, Utility will make reasonable efforts to accommodate the existing attachments on the replaced/reconfigured Utility facilities by utilizing all available make-ready procedures subject to allocation of costs described in Section 10.2. If the Utility, at its sole discretion, reasonably determines the Attachments cannot be accommodated on the replaced/reconfigured Utility facilities, Wireless Service Providers shall remove facilities from the affected poles, within the notice period as described in 17.1 and must, at their own expense, find other means to accommodate their facilities. When Utility can accommodate some, but not all, of the existing Attachments, the Utility will allow reattachment in the order the Attachments were originally installed, unless otherwise stipulated in this Regulation. If a Wireless Service Provider does not remove its Attachments within the notice period, Utility shall have the right to remove them at the Wireless Service Provider's expense. Failure to remove facilities as required under this Article 17.1.2 shall subject Wireless Service Providers to the provisions of Article 19.

Article 18. Inspection

18.1. **General Inspections.** City and Utility reserve the right to make periodic inspections, as conditions may warrant, of all Wireless Communication Facilities. Such inspections, or the failure to make such inspections, shall not operate to relieve any Wireless Service Provider of any responsibility or obligation or liability assumed under this Regulation.

18.2. **Periodic Safety Inspections.** Utility may at its option and expense perform a safety inspection in all or in part of the territory covered by this Regulation to identify any safety violations of all Attachments and Wireless Communication Facilities on Utility Poles ("Safety Inspection"). Wireless Service Providers shall correct any and all safety violations at their own expense per Section 18.3.

18.3. **Corrections.** In the event any Wireless Communication Facilities are found to be in violation of the Applicable Standards and such violation poses a potential Emergency, the owner of such Facilities shall use all reasonable efforts to correct such violation immediately. Should the owner fail or be unable to correct such potential Emergency immediately, City or Utility may correct the potential Emergency and bill the owner for the actual and documented costs incurred, including Overhead. If any Wireless Communication Facilities are found to be in violation of the Applicable Standards and such violations do not pose a potential Emergency, City or Utility shall, consistent with Article 19, give notice to the owner of the Wireless Communication Facilities, whereupon the owner shall have thirty (30) days from receipt of notice to correct any such violation, or up to ninety (90) days by agreement with City or Utility. In the event City, Utility or another Attaching Entity prevents an owner of Wireless Communication Facilities from correcting a non-Emergency violation, the timeframe for correcting such violation shall be extended one day for each day the owner was so delayed. No Wireless Service Provider will be responsible for the costs associated with violations caused by other Attaching Entities that are not affiliated with them or acting under their direction. In all circumstances, all of the Attaching Entities on each Pole and City or Utility will work together to maximize safety while minimizing the cost of correcting deficiencies, but the entity responsible for the violation will be responsible for the actual and documented cost of any necessary or appropriate corrective measures, including removal and