

or replacing its Attachment(s), if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity. The above notwithstanding, City or Utility may deny access to a particular Pole at the time of Application if City or Utility has an identified need for that Pole within the reasonably foreseeable future for future electric, illumination, communications or other municipal purposes.

2.9. **No Interest in Property.** No use, however lengthy, of any City or Utility Facility, and no payment of any fees or charges required under this Regulation, shall create or vest in any Wireless Service Provider any easement or other ownership or property right of any nature in any portion of such Facility. Neither this Regulation, nor any Permit granted under this Regulation, shall constitute an assignment of any rights of any nature by City or Utility. Notwithstanding anything in this Regulation to the contrary, Wireless Service Providers shall, at all times, be and remain permit-holders only.

2.10. **Right to Attach.** Nothing in this Regulation, other than a Permit issued pursuant to this Article 2, shall be construed as granting any Person any right to install Attachments to any specific City or Utility Pole, or poles in general.

2.11. **Rights over Poles.** This Regulation does not in any way limit City's or Utility's right to locate, operate, maintain, or remove its Poles in the manner that will best enable it to fulfill its service requirements or to comply with any federal, state, or local legal requirement and policies, including undergrounding requirements.

2.12. **Expansion of Capacity.** Nothing in this Regulation shall be construed to require City or Utility to install, retain, extend, or maintain any Pole for use when such Pole is not needed for City's or Utility's own service requirements. The above, notwithstanding Utility will not unreasonably deny a request to extend or replace a Pole upon request.

2.13. **Poles and Wireless Support Structures Owned by Wireless Service Provider.** Wireless Support Structures, and their surrounding area, owned by Wireless Service Providers shall be maintained according to this Regulation and the uniform standards of the City, as may be amended from time to time.

2.14. **Service Restoration.** Utility's service restoration requirements shall take precedence over any and all work operations of a Wireless Service Provider on Utility's Poles.

2.15. **Other Agreements.** Except as expressly provided in this Regulation, nothing in this Regulation shall limit, restrict, or prohibit Utility from fulfilling any agreement or arrangement regarding Utility Facilities into which Utility has previously entered, or may enter in the future, with others parties.

2.16. **Permitted Uses.** Application of this Regulation is limited to the uses specifically stated in the recitals set forth above and no other use shall be allowed without the express written consent to such use by City and Utility.

2.17. **Electric Power.** To the extent a Wireless Service Provider requires electric service for its facilities it shall obtain and be responsible for payment of such power and extension of service

pursuant to the applicable standard process for such service. Utility shall bill Wireless Service Provider for electric service in accordance with Section 3.6.

Article 3. Fees and Charges

3.1. **Payment of Fees and Charges.** As a condition of any permit issued under Article 2, Wireless Service Providers shall pay to City and Utility the fees and charges specified in Appendix A and shall comply with the terms and conditions specified in this Regulation.

3.2. **Payment Period.** Unless otherwise expressly provided, Wireless Service Providers shall pay any invoice they receive from City and/or Utility pursuant to this Regulation within sixty (60) calendar days of receipt of invoice. If a Wireless Service Provider pays any amount under protest or dispute, then such Wireless Service Provider shall make full payment consistent with the timeframe prescribed above, and shall designate payment as "PAID UNDER PROTEST."

3.2.1. Any charges payable by Wireless Service Providers and/or City or Utility hereunder shall be billed by a party within two (2) years from the end of the calendar year in which the charges were incurred; any such charges beyond such period shall not be billed by a party and shall not be payable by the other party.

3.3. **Application Fee.** Wireless Service Providers shall pay a non-refundable Application Fee for each Wireless Communication Structure and Wireless Communication Facility to be installed in the public right-of-way in the amount stated in Appendix A. The purpose of this fee is to reimburse City and Utility for all administrative, engineering, professional and other costs related to review of the Application.

3.3.1 A single Application may include up to twenty-five (25) Wireless Communication Structures or Wireless Communication Facilities. Wireless Service Providers shall only include Wireless Communication Structures and Wireless Communication Facilities of the same type and design on a single Application.

3.3.2 City may adjust the Application Fee from time to time to cover actual and documented costs incurred in processing Applications or adjust a particular Application Fee based on documented excessive costs to the City. Any adjustment in the standard fees shown on Appendix A will be publicized for thirty (30) days before the effective date.

3.3.3 Failure to include appropriate Application Fees with Applications will cause the Application(s) to be deemed incomplete. Incomplete Application(s) will not be processed until cured.

3.4. **Attachment Fees.** Wireless Service Providers shall pay an annual Wireless Attachment Fee per Wireless Communication Facility installed on or within City or Utility Poles, as set out in Appendix A. The Wireless Attachment Fee shall be subject to periodic adjustment by a vote of the City Council.

3.5. **Right-of-Way Fees.** Wireless Service Providers shall pay the City a separate annual Right-of-Way Fee for each Wireless Communication Structure and Wireless Communication

Facility occupying the right-of-way, as set out in Appendix A. The Right-of-Way Fee shall be subject to periodic adjustment by a vote of the City Council.

3.6. **Power Consumption**. In addition to the all other fees, Wireless Service Providers shall pay for electric power consumed by their Attachments according to the electric rates approved by the City. Utility will normally base charges for all Attachments by metering one Attachment and multiplying the result by the total number of Attachments.

3.7. **Billing of Attachment and Right-of-Way Fees**. Wireless Service Providers shall be invoiced for the per-pole Wireless Attachment Fees and Right-of-Way Fees annually. These fees shall be payable in advance for each Wireless Communication Facility and Wireless Communication Structure for which a Permit was issued as of October 1 of the prior calendar year (the "Record Date"). The invoices shall set forth the total number of Wireless Communication Facilities and Wireless Communication Structures of the Wireless Service Provider during the annual period as of the Record Date.

3.7.1. **Contesting Fee**. Wireless Service Providers shall have sixty (60) days from receipt of invoice to contest the invoice or any quantity or calculation within the invoice.

3.8. **Refunds**. No fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted under this Regulation.

3.9. **Late Charges**. If City and/or Utility does not receive payment for any fee or other amount owed within sixty (60) calendar days after it becomes due, Wireless Service Providers shall pay a late processing charge equal to five percent (5%) of the amount owed. In addition to assessing a late processing charge, if any fees or charges remain unpaid for a period exceeding ninety (90) days: (1) Wireless Service Providers shall be charged interest at the rate of ten percent (10%) per year on the amount owed; (2) City and/or Utility may discontinue the processing of Applications for new Attachments until such fees or charges are paid; and (3) City and/or Utility may disconnect electric service from Wireless Service Provider's Attachment(s) at Wireless Service Provider's expense.

3.10. **Charges and Expenses**. After the issuance of a Permit, Wireless Service Providers shall reimburse City, Utility and any other Attaching Entity for those actual, and documented costs for facilitating the installation of Attachments or for which such Wireless Service Provider is otherwise responsible under this Regulation. Such costs and reimbursements shall include, but not necessarily be limited to, all design, engineering, administration, supervision, payments, labor, Overhead, materials, equipment and applicable transportation used for work on, or in relation to such Wireless Service Provider's Attachments as set out in this Regulation or as requested by such Wireless Service Provider in writing.

3.11. **Advance Payment**. City or Utility, in their sole reasonable discretion, will determine the extent to which Wireless Service Providers will be required to pay in advance estimated costs, including, but not limited to, administrative, construction, inspections, and Make-Ready Work costs, in connection with the initial installation or rearrangement of such Wireless Service Provider's Attachments pursuant to the procedures set forth in Articles 6 and 7 below.

3.12. **True-Up.** Whenever City or Utility requires advance payment of estimated expenses prior to undertaking an activity on behalf of a Wireless Service Provider and the actual cost of the activity exceeds the advance payment of estimated expenses, Wireless Service Providers must pay the difference in cost, provided that costs are documented with sufficient detail to enable a Wireless Service Provider to verify the charges. To the extent that City's or Utility's actual cost of the activity is less than the estimated cost, the difference in cost shall be refunded to the Wireless Service Provider.

3.13. **Determination of Charges.** Wherever this Regulation requires a Wireless Service Provider to pay for work done including applicable Overhead cost or contracted by City or Utility, the charge for such work shall include all reasonable material, labor, engineering, administrative, and applicable Overhead costs. City and Utility shall bill their services based upon actual costs, and such costs will be determined in accordance with the cost accounting systems used for recording capital and expense activities. Consistent with Article 19, if a Wireless Service Provider was required to perform work and fails to perform such work within the specified timeframe, and City or Utility performs such work, the Wireless Service Provider may be charged for actual and documented costs for completing such work.

3.14. **Work Performed by City or Utility.** Wherever this Regulation requires City or Utility to perform any make ready work, City or Utility, at their sole discretion, may utilize its employees or contractors, or any combination of the two, to perform such work.

3.15. **Charges for Incomplete Work.** In the event that a Permit is awarded to a Wireless Service Provider and then steps are taken by City and/or Utility to facilitate construction by performing necessary engineering and administrative work and the Permit is subsequently abandoned or canceled by Wireless Service Provider, such Wireless Service Provider shall reimburse Utility for all of the actual and documented costs incurred by Utility through the date of cancellation, including engineering, clerical and administrative and Make-Ready construction costs.

Article 4. Specifications

4.1. **Installation.** Wireless Communication Facilities and Wireless Support Structures, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of Applicable Standards, including the latest revision of the National Electric Code (NEC) and National Electrical Safety Code (NESC), as may be amended from time to time, and in compliance with any construction standards now in effect or that may hereafter be issued by City or Utility (provided such construction standards are not inconsistent with this Regulation and are applied on a non-discriminatory basis) or any rules or orders of a governmental authority having jurisdiction. The location of any Attachment may be reasonably re-designated from time to time to accommodate other Attaching Entities for reasons of electrical service safety or reliability, with costs allocated in accordance with Article 10.2. Notwithstanding the foregoing, with respect to any Attachment that was in compliance with the Applicable Standards, including NESC or Utility construction standards, at the time such Attachment was made but has become noncompliant because of revisions to the NESC or Utility construction standards, Wireless Service Providers shall be required to bring their Attachments into compliance with then-current standards only in connection with relocation, pole

replacement, or rebuild affecting such Attachment or in the event such noncompliance creates an imminent threat to public safety. When maintenance or repair work is needed with respect to noncompliance with Applicable Standards as set forth in this Section, the actual costs of maintenance, repair, and inspection shall be borne by Wireless Service Providers.

4.2. **Limitations.** Absent Utility's prior written permission, the following limitations shall apply to Wireless Communication Facilities installed on Utility's Poles:

4.2.1. **Pole Top Installation.** Wireless Communication Facilities will only be installed below the Electric Supply Space on Poles used for electric distribution, in compliance with Applicable Standards.

4.2.2. **One Wireless Communication Facility Per Pole.** No more than one Wireless Communication Facility may be installed on a single Utility Pole (a single facility installation consisting of multiple antennas or nodes may be permissible).

4.2.3. **Poles with Distribution Equipment Installed.** In determining whether a particular Pole has sufficient capacity to accommodate a proposed Wireless Communication Attachment, the Utility shall deny access if existing electric equipment installed on the Pole (including without limitation: transformers, capacitors, reclosers, sectionalizers, voltage-regulators, voltage-regulator racks, primary metering, gang operated switches, and any other equipment being used by the Utility) would, in the Utility's reasonable judgment, preclude the attachment of additional facilities.

4.2.4. **Accessible by Bucket Truck.** In order to ensure a clear and safe climbing path for utility linemen, Wireless Communication Facilities may only be installed on Poles that are less than 50 feet above ground in height and that are accessible from the street by a Utility bucket truck.

4.2.5. **Pedestals.** Absent Utility's approval, no Pedestals, Vaults, and/or other Enclosures shall be placed within six (6) feet of any Utility Pole or other Utility Facilities. If permission is granted, all such installations shall be per the Applicable Standards. Further, Wireless Service Providers must move any such above-ground enclosures at such Wireless Service Provider's expense in order to provide sufficient space for Utility to set a replacement Pole.

4.2.6. **Installations within Certain Distance from Utility Substations.** No permit Applications will be approved for the installation of Wireless Communication Facilities on Utility Poles within three-hundred (300) feet of any Utility electric substation's outer fence.

4.3. **Request of a Waiver.**

4.3.1. Requests to waive any City requirements applicable to a new Wireless Support Structure must be made in writing by a Wireless Service Provider to the City's Planning Department for submission to the Board of Zoning Adjustments, with notice to Utility, either before or at the time of Permit Application submission. The request must specifically identify the provision requested to be waived, justification for requesting the

granting of the waiver, and the proposed solution as a result of the waiver. City shall notify the Wireless Service Provider in writing within sixty (60) days of receiving a request for waiver as to whether the request is granted in whole or in part. The request will be considered according to the normal rules and procedures of the Board of Zoning Adjustments.

4.3.2. Requests to waive any other requirements must be made in writing by the Wireless Service Provider to the Utility's senior employee, or his designee, either before or at the time of Permit Application submission. The request must specifically identify the Applicable Standard or provision requested to be waived, justification for requesting the granting of the waiver, and the proposed solution as a result of the waiver. Utility shall notify the Wireless Service Provider in writing within thirty (30) days of receiving a request for waiver as to whether the request is granted in whole or in part. Utility will not grant any waiver which in the sole opinion of Utility will result in a violation of the NESC or other applicable federal, state, or local law, regulation, or ordinance.

4.3.3. Notwithstanding the foregoing, in the event a request for waiver for a particular Wireless Communication Facility requires approval by both City and Utility, City and Utility shall work together to coordinate a joint-response in order not to unreasonably delay or interfere with Wireless Service Provider's proposed Permit.

4.4. **Maintenance of Facilities.** Wireless Service Providers shall, at their own expense, make and maintain their Attachment(s) and Wireless Communication Facilities in safe condition and good repair, in accordance with all Applicable Standards. All maintenance work on Wireless Communication Facilities located below the Electric Supply Space shall only be performed by qualified personnel. During the period described in Section 2.2.4, Wireless Service Providers shall not be required to update or upgrade its Attachments if they met Applicable Standards at the time they were made; provided, however, Wireless Service Provider shall update or upgrade the Attachment in connection with relocation, pole replacement or rebuild affecting such Attachment or in the event such update or upgrade is required or necessary in order to resolve an imminent threat to public safety.

4.5. **Tagging.** Upon installation, Wireless Service Providers shall affix a Tag to any pole or structure upon which Licensee's Wireless Communication Facilities have been installed and to the exterior of any ground-mounted Wireless Communication Facilities. The Tag will be constructed of aluminum, plastic or other material of extended durability. Tags will be installed on any pole or structure to which a Wireless Communication Facility has been installed.

4.6. **Interference.** Wireless Service Providers shall not allow their Wireless Communication Facilities to impair the ability of City, Utility or any third party to use Utility's Poles including telecommunications already on the poles, nor shall any Wireless Service Provider allow its Wireless Communication Facilities to interfere with the operation of any City facilities, Utility Facilities or third-party facilities. Neither City nor Utility will grant after the date of this Regulation a permit, license or any other right to any third party, if at the time such third party applies for access to a Pole Utility knows or has reason to know that such third party's use may in any way adversely affect or interfere with the Wireless Service Provider's existing Attachments or Wireless Communication Facilities, Wireless Service Provider's use and

operation of its facilities, or Wireless Service Provider's ability to comply with the terms and conditions of this Regulation.

4.6.1. **RF Responsibility.** Wireless Service Providers are solely responsible for the radio frequency ("RF") emissions emitted by its Wireless Communication Facilities and associated equipment, ensuring that the RF exposure from its emissions are within the limits permitted under all applicable rules of the FCC. City and Utility are solely responsible for the RF emissions emitted by its equipment or facilities and ensuring that the RF exposure from its emissions are within the limits permitted under all applicable rules of the FCC.

4.6.2. **Signage.** To the extent required by FCC rules and/or applicable local, state or federal law, Wireless Service Providers shall install appropriate signage to notify workers and third parties of the potential for exposure to RF emissions. The signage will be placed so that it is clearly visible to workers who climb the pole or ascend by mechanical means.

4.6.3. **Duty to Others.** Wireless Service Providers shall be under a duty and obligation in connection with the operation of its facilities to protect against RF interference to the RF signals of City, Utility, all Wireless Service Providers, and any other Attaching Entities. Utility shall be under no obligation to remedy or resolve RF interference among Wireless Service Providers or other Attaching Entities, and shall not be liable for any such RF interference among Wireless Service Providers or other Attaching Entities. Utility will, however, endeavor to have all Attaching Entities coordinate and cooperate with each other relating to the resolution of interference. Notwithstanding the foregoing, in the event City's or Utility's operations create RF interference to Wireless Service Providers or other Attaching Entities, City or Utility shall endeavor to correct such RF interference promptly and shall cooperate with the other parties relating to the correction.

4.7. **Protective Equipment.** Each Wireless Service Provider and its employees and contractors shall utilize and install adequate protective equipment to ensure the safety of people and facilities pursuant to FCC and Utility rules and requirements. Each Wireless Service Provider shall, at its own expense, install protective devices designed to handle the electric voltage and current carried by Utility's Facilities. Every Permit issued pursuant to this Regulation shall bear the warning and condition that NEITHER CITY NOR UTILITY SHALL BE LIABLE FOR ANY ACTUAL OR CONSEQUENTIAL DAMAGES TO WIRELESS COMMUNICATION FACILITIES, WIRELESS SERVICE PROVIDER'S CUSTOMERS' FACILITIES, OR TO ANY OF WIRELESS SERVICE PROVIDER'S EMPLOYEES, CONTRACTORS, CUSTOMERS, OR OTHER PERSONS, EXCEPT TO THE EXTENT CAUSED BY UTILITY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

4.8. **Safety Briefing.** Wireless Service Providers shall prepare a written "Safety Briefing" suitable for City and Utility employees and contractors who may be required to work near and/or around such Wireless Communication Facilities.

4.9. **Signage and Cut-Off Switch.** Each Wireless Service Provider shall install a lockable power cut-off switch as directed by Utility and consistent with Applicable Standards and Utility

specifications for every Pole to which such Wireless Service Providers has attached facilities that can emit RF energy. Utility will specify instances where these power cut-off facilities and associated equipment need to be pad mounted. The cut-off switch will allow for the power source and any back-up power sources to be disconnected. If required by City and/or Utility, the power source must also be equipped with an external indicator light to provide certainty that the power has been disconnected. Wireless Service Providers shall provide Utility with access to disconnect switch by providing keys or combinations to the lock. Disconnect and meter sockets must be installed according the Utility's standards. RF caution signs shall be installed according to Applicable Standards.

4.10. **Cut-Off Procedure.** In ordinary circumstances, City and/or Utility's authorized field personnel will contact the applicable Wireless Service Provider's designated point of contact to inform a Wireless Service Provider of the need for a temporary power shut-down. Upon receipt of the call, the Wireless Service Provider will power down its antenna remotely, the power-down will occur during normal business hours and City and/or Utility will endeavor to provide 24 hours' advance notice. In the event of an unplanned power outage or other unplanned cut-off of power, or an Emergency, the power-down will be with such advance notice at City's and/or Utility's sole discretion and, if circumstances warrant, employees and contractors of City and/or Utility may accomplish the power-down by operation of the power disconnect switch without advance notice to the Wireless Service Provider and shall notify the Wireless Service Provider as soon as possible. In all such instances, once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform the other party as soon as possible that power has been restored.

4.11. **Emergency Contact Information.** Each Wireless Service Provider shall provide emergency after hours contact information to City and Utility to ensure proper notification in case of an emergency. Information will include 24/7 telephone, cell phone and pager information, a list of duty managers by district and escalation procedures. Wireless Service Providers shall provide Utility with updated emergency contact information on an annual basis and whenever changes are made.

4.12. **Violation of Specifications.** If a Wireless Service Provider's Attachments, or any part of them, are installed, used, or maintained in violation of this Regulation, and Wireless Service Provider has not Corrected the violation(s) within thirty (30) days from receipt of written notice of the violation(s) from Utility, the provisions of Article 19 shall apply. When City or Utility believes that any violation(s) by a Wireless Service Provider poses an imminent threat to the safety of any person, interfere with the performance of City's or Utility's service obligations, or present an imminent threat to the physical integrity of Utility Poles or facilities, Utility may perform such work and/or take such action as it deems reasonably necessary without first giving written notice to any Wireless Service Provider. As soon as practicable afterward, the Wireless Service Provider will be advised of the work performed or the action taken. The Wireless Service Provider shall be responsible for all actual and documented costs incurred by City or Utility in taking action pursuant to this Article 4.12.

4.13. **Removal of Nonfunctional Attachments.** At its sole expense, each Wireless Service Provider shall remove any of its Attachments or any part thereof that becomes nonfunctional and no longer fit for service ("Nonfunctional Attachment") as provided in this Section 4.13. Except

as otherwise provided in this Regulation, each Wireless Service Provider shall remove Nonfunctional Attachments within one (1) year of the Attachment becoming nonfunctional, unless the Wireless Service Provider receives written notice from City or Utility that removal is necessary to accommodate City's, Utility's or another Attaching Entity's use of the affected Pole(s), in which case the Wireless Service Provider shall remove the Nonfunctional Attachment within ninety (90) days of receiving the notice. After the time designated for removal, Utility may, in its sole discretion, remove and dispose of the Nonfunctional Attachment and Wireless Service Provider shall be responsible for the costs therefor.

Article 5. Private and Regulatory Compliance

5.1. **Necessary Authorizations.** Before a Wireless Service Provider occupies any of City's or Utility's Poles, the Wireless Service Provider shall obtain from the appropriate public or private authority, or from any property owner or other appropriate Person, any required authorization to construct, operate, or maintain its Wireless Communication Facilities on public or private property. City and Utility retain the right to require evidence that appropriate authorization has been obtained before any Permit is issued to a Wireless Service Provider. A Wireless Service Provider's obligations under this Article 5 include, but are not limited to, its obligation to obtain and pay for all necessary approvals to occupy public/private rights-of-way and easements from entities other than City, and all necessary licenses and authorizations to provide the services that it provides over its Wireless Communication Facilities from entities other than City. As a condition of every permit, WIRELESS SERVICE PROVIDERS SHALL DEFEND, INDEMNIFY, AND REIMBURSE CITY AND UTILITY FOR ALL LOSSES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT CITY AND/OR UTILITY MAY INCUR AS A RESULT OF CLAIMS BY GOVERNMENTAL BODIES, OWNERS OF PRIVATE PROPERTY, OR OTHER PERSONS THAT A WIRELESS SERVICE PROVIDER DOES NOT HAVE SUFFICIENT RIGHTS OR AUTHORITY TO ATTACH WIRELESS SERVICE PROVIDER'S WIRELESS COMMUNICATION FACILITIES ON UTILITY'S POLES TO PROVIDE PARTICULAR SERVICES.

5.2. **Sufficiency of Public Rights-of-Way.** Neither City nor Utility makes any representation or warranty of any nature that its existing or future public rights-of-way, easements or other property rights, private or public, were, are or will be sufficient to permit the attachment, maintenance, replacement, relocation, repair, or modification of Attachments on any City or Utility Poles.

5.3. **Lawful Purpose and Use.** All Wireless Communication Facilities and Wireless Support Structures must at all times serve a lawful purpose, and the use of such Wireless Communication Facilities and Wireless Support Structures must comply with all applicable federal, state and local laws.

5.4. **Forfeiture of City's or Utility's Rights.** No Permit granted under this Regulation shall extend, or be deemed to extend, to any of City's or Utility's Poles or other City or Utility Facilities, to the extent that a Wireless Service Provider's Attachment would result in a forfeiture of City's or Utility's rights. Any Permit that would result in forfeiture of City's or Utility's rights shall be deemed invalid as of the date that City and/or Utility granted it. Further, if any Wireless Service Provider's existing Wireless Communication Facilities, whether installed

pursuant to a valid Permit or not, would cause such forfeiture, such Wireless Service Provider shall remove its Wireless Communication Facilities within sixty (60) days of receipt of written notice from City or Utility. If the Wireless Service Provider does not remove its Wireless Communication Facilities in question within sixty (60) days of receiving written notice from City or Utility, City or Utility may at its option perform such removal at the Wireless Service Provider's expense. Notwithstanding the forgoing, Wireless Service Providers shall have the right to contest any such forfeiture before any of its rights are terminated, provided that such Wireless Service Provider shall indemnify City and Utility for liability, costs, and expenses, including reasonable attorney's fees, which may accrue during Wireless Service Provider's challenge.

5.5. **Effect of Consent to Construction/Maintenance.** Consent by City or Utility to the construction or maintenance of any Attachments by a Wireless Service Provider shall not be deemed consent, authorization, or acknowledgment that the Wireless Service Provider has obtained all required Authorizations with respect to such Attachment.

Article 6. Permit Application Procedures.

6.1. **Permit Required.**

6.1.1. Before installing any Wireless Communication Facility or Wireless Support Structure in a right-of-way, a Wireless Service Provider, or an Affiliate duly authorized to act on behalf of a Wireless Service Provider, shall submit an Application to the Designated Office and receive a Permit therefor, with respect to each such Wireless Communication Facility or Wireless Support Structure.

6.1.2. Subject to Section 7.7.3, before making any original Attachment to any City or Utility Facility, a Wireless Service Provider or an Affiliate duly authorized to act on behalf of a properly licensed and authorized Wireless Service Provider, shall submit an Application and receive a Permit therefor from the City or Utility, with respect to each such Utility Pole or Utility Facility.

6.2. **Professional Engineer.** Unless otherwise waived in writing by Utility, as part of the Utility's Pole Attachment Permit Application process, and at the Wireless Service Provider's sole expense, a qualified and experienced professional engineer, or an employee or contractor of the Wireless Service Provider who has been approved by Utility, must undertake and complete the engineering design and pole loading analyses calculations required in completing a Permit Application, participate in the Pre-Construction Survey, conduct the Post-Construction Inspection, and certify that the Wireless Service Provider's Wireless Communication Facilities can be and were installed on the identified Poles in compliance with the Applicable Standards and in accordance with the Permit. The professional engineer's qualifications must include experience performing such work, or substantially similar work, on electric transmission or distribution systems, and unless otherwise waived by Utility, such engineer must be licensed in the State of Arkansas. The Utility may require the Wireless Service Provider's professional engineer, employee or contractor to conduct a post-construction inspection that the Utility will verify by means that it deems to be reasonable.