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December 23, 2008

VIA ELECTRONIC FILING & U.S. MAIL

Oregon Public Utility Commission
Attn: Filing Center
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Salem, Oregon 97308-2148

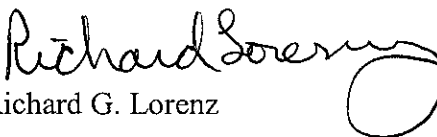
Re: Tillamook People's Utility District – Petition for Declaratory Ruling
(Expedited Treatment Requested)
Docket No. DR - ____

Dear Filing Center:

Enclosed please find the Tillamook People's Utility District (TPUD) Petition for Declaratory Ruling and exhibits A through F for filing with the OPUC. Please note that we enclose copies of the original exhibits A and B. Once we receive the original exhibits from TPUD, we will file these with the OPUC immediately.

Please contact me should you have any questions. Thank you.

Very truly yours,


Richard G. Lorenz

RGL:wc
Enclosure(s)

cc: Terry Blanc (via email)
Tom Magee (via email)
Jill Valenstein (via first class mail)
Matt McGinnity (via first class mail)
Gary Lee (via first class mail)
Brad Shely (via first class mail)

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

DR – _____

In the Matter of

**TILLAMOOK PEOPLE’S UTILITY
DISTRICT**

**PETITION FOR DECLARATORY
RULING
EXPEDITED TREATMENT
REQUESTED**

I. INTRODUCTION

Pursuant to Oregon Revised Statute (“ORS”) § 756.450, the Tillamook People’s Utility District (“TPUD” or “Petitioner”) petitions the Public Utility Commission of Oregon (“Commission”) to issue a declaratory ruling, on an expedited basis, with respect to rates, terms and conditions associated with attachments made by Charter Communications, Inc. (“Charter”) to TPUD utility poles. Specifically, TPUD seeks a declaration from the Commission that it is just, fair and reasonable to allocate to Charter the costs incurred by TPUD to enable Charter to correct its safety violations, including such costs incurred by TPUD to replace existing poles or rearrange facilities.

II. IDENTIFICATION OF THE PARTIES

TPUD is a consumer-owned utility and municipal corporation that provides electric service in rural Oregon, including most of Tillamook County and parts of Clatsop and Yamhill Counties. In 2005, TPUD served a total of 19,216 customers.¹ Charter is a publicly traded company headquartered in St. Louis, Missouri that, as of December 2007, had approximately 5.6

¹ See Tillamook People’s Utility District: History, available at http://www.tpud.org/about_hist.html (last visited Dec. 2, 2008).

million customers nationwide for its cable video programming, high-speed Internet access, and telephone services.²

III. NOTICES

All notices and other communications regarding this petition should be addressed to the following authorized representatives:

Terrence Blanc
Engineering Field Representative
Tillamook People's Utility
District
1115 Pacific Avenue
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(202) 434-4646 (fax)
magee@khlaw.com
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IV. OTHER INTERESTED PERSONS

Petitioner believes that the only interested persons are TPUD and Charter.

V. STATEMENT OF RELEVANT LAW AND FACTS

A. Jurisdiction of the Public Utility Commission of Oregon

Charter attaches cables and associated communications facilities to electric distribution and transmission poles owned and operated by TPUD. TPUD does not attach any electric facilities to any poles owned by Charter. Charter is therefore a "licensee" and a "pole occupant." By its own admission, Charter is not a "joint-use" pole owner.³

² See Charter Communications, Inc., available at <http://www.reuters.com/finance/stocks/companyProfile?rpc=66&symbol=CHTR.O> (last visited Dec. 2, 2008).

³ See First Round of Comments of Charter Communications, before the Commission, AR 506, p. 2 (filed Sept. 28, 2006) ("Charter possesses no joint use poles of its own. [Charter is] a non-joint-use pole owning, facilities-based communications provider...").

The Commission has jurisdiction over Charter's attachments to TPUD's poles pursuant to ORS § 757.276, which reads:

The Public Utility Commission of Oregon shall have the authority to regulate the rates, terms and conditions for attachments by licensees to poles or other facilities of consumer-owned utilities. All rates, terms and conditions made, demanded or received by any consumer-owned utility for any attachment by a licensee shall be just, fair and reasonable.

TPUD is a "consumer-owned utility," and Charter is a "licensee," within the meaning of this statute.⁴

The Commission has jurisdiction to issue the requested Declaratory Ruling pursuant to ORS § 756.450, which provides:

Declaratory Rulings. On petition of any interested person, the Public Utility Commission may issue a declaratory ruling with respect to the applicability to any person, property, or state of facts of any rule or statute enforceable by the commission. A declaratory ruling is binding between the commission and the petitioner on the state of facts alleged, unless it is modified, remanded or set aside by a court. However, the commission may review the ruling and modify or set it aside if requested by the petitioner or other party to the proceeding. Binding rulings provided by this section are subject to judicial review as orders in contested cases in the manner provided by ORS § 756.610.

Accordingly, the Commission has jurisdiction to declare, with respect to attachments made by Charter to TPUD poles, that the rates, terms and conditions demanded or received by TPUD are just, fair and reasonable, consistent with the Oregon pole attachment statute, Oregon Administrative Rules, and Commission policies.

⁴ See ORS §§ 757.270 (2), (3). The definition of "consumer-owned utility" includes a people's utility district and the definition of "licensee" includes a corporation that is authorized to construct attachments.

B. Factual Background

The Oregon Administrative Rules require TPUD and Charter to maintain their respective facilities in compliance with nationally-recognized safety standards.⁵ The Commission's Safety Standards require TPUD to inspect its pole plant to determine the extent of any safety violations that may exist on its poles, specifically including safety violations caused by pole occupants such as Charter.⁶ Pursuant to Commission instructions, TPUD inspects its pole plant on a five-year cycle, covering roughly one-fifth of its plant each year.⁷ TPUD already has performed four such "Detailed Facilities Inspections" ("DFIs") over the four-year period from 2004 to 2007. TPUD's records show that Charter is attached to approximately 12,000 TPUD poles. Thus far TPUD has inspected 10,255 of these poles. The remaining poles to which Charter is attached are in the process of being inspected this year.

To date, TPUD's DFIs have reported 5,423 Charter safety violations on the 10,255 Charter-attached poles inspected. TPUD's 2004 DFI reported 1,316 Charter violations on 1,747 Charter-attached poles. The 2005 DFI reported 1,276 Charter violations on 2,405 Charter-attached poles. The 2006 DFI reported 1,199 Charter violations on 2,929 Charter-attached poles, and the 2007 DFI reported 1,632 Charter violations on 3,174 Charter-attached poles. Pursuant to specific guidelines set forth by the Oregon Joint Use Association Conflict Resolution Committee, earlier this year TPUD re-notified Charter of outstanding violations from the 2004-2006 DFIs, and notified Charter of the 2007 DFI violations, in four letters dated June 5, 2008

⁵ OAR § 860-024-0010 and OAR § 860-024-0001(1).

⁶ See OAR 860-024-0011(1)(b). See also Oregon Public Utility Commission Staff Policy *Line Inspection Requirements For Utility Operators*, section 5c, issued November, 1987, revised September, 2000 (attached hereto at Exhibit C).

⁷ TPUD is working toward the remediation of a program citation issued by the Commission June 25, 2003. OPUC Report No. E03-47 instructs TPUD to, among other things, "design and implement an effective detailed facility inspection program with an appropriate cycle length as covered in section 5c of Staff's inspection policy. The cycle-length should be shorter than 10 years...". OPUC Staff did not take exception to a TPUD request this year to transition to a 10-year cycle beginning in 2009.

("2007 Revised Notice"), June 13, 2008 ("2005 Revised Notice" and "2006 Revised Notice") and July 18, 2008 ("2008 Notice") (collectively referred to as "Notices").

TPUD and Charter have exchanged numerous letters, held teleconferences, and met in person in an effort to reach a mutually satisfactory arrangement for the correction of these violations. The parties have reached an impasse, however, with respect to a single issue that pertains to certain of these violations. In order to ensure the timely correction of Charter's violations on TPUD's system, TPUD respectfully files this Petition to seek Commission guidance that will help to resolve this impasse.

C. Explanation of the Dispute

A significant number of Charter violations require TPUD to perform work in order to assist Charter in correcting its violations. In many instances, for example, TPUD must replace existing poles with taller poles in order for Charter to be able to comply with clearance or other National Electrical Safety Code ("NESC") requirements. In other instances, TPUD must rearrange existing electrical facilities in order for Charter to correct its violations. With respect to the 2005 and 2006 Notices alone, Charter has notified TPUD that TPUD must perform pole replacement or rearrangement work on 149 and 146 violations, respectively. This work would have no benefit, and would serve no purpose, other than to allow Charter to correct its safety violations. In response to TPUD's Notices, Charter has not disputed that its facilities caused the safety violation or that TPUD rearrangement or replacement work is warranted. What Charter disputes is responsibility for the costs.

The cost for TPUD to replace poles and perform the rearrangement work required to correct Charter's violations is expected to be substantial. Charter pays TPUD only a nominal rental rate to attach to TPUD's facilities, which is designed to allow TPUD to recover a small

percentage of the annual costs associated with owning and maintaining its poles.⁸ The annual rental rate charged by TPUD has not compensated TPUD for rearrangement or pole replacement work done for Charter's benefit.

Currently, there are 12 other pole occupants besides Charter that attach facilities to TPUD poles. TPUD, as a rule, does not perform rearrangements or pole replacements to enable the correction of safety violations for any of these other pole occupants without reimbursement.

Charter, however, is alone in taking the position that it need not reimburse TPUD at all for the rearrangement costs required to correct Charter's violations, and that it must reimburse TPUD for only a small fraction (or none) of the pole replacement costs necessary to correct its violations. In other words, while Charter generally agrees that it is responsible for all of the costs of correcting the violations that it has caused, Charter apparently believes this obligation disappears to a large extent when the corrective action requires a pole to be replaced or electrical facilities to be rearranged.

Charter claims that Article IX of the Charter/TPUD Joint Use Agreement ("Agreement," attached hereto at Exhibit D)⁹ supports its position, but Charter's interpretation is flatly contradicted by other express terms of the Agreement. More important, Charter's position is inconsistent with: (i) the Oregon pole attachment statute; (ii) express provisions of the Commission's pole attachment regulations; (iii) the policy established by the Commission's regulations; (iv) Federal Communications Commission regulations; (v) standard industry practice; and (vi) Charter's own course of dealings. All of these inconsistencies are explained below.

⁸ See Oregon Administrative Rules ("OAR") § 860-028-0110.

⁹ The Agreement is dated July 7, 1999, and is between TPUD and Falcon Cable, Charter's predecessor-in-interest.

TPUD therefore respectfully requests the Commission to declare that requiring Charter to reimburse TPUD for the actual cost of replacing poles and rearranging facilities in order to correct Charter's safety violations is a just, fair and reasonable pole attachment rate, term or condition.

VI. REQUEST FOR DECLARATORY RULING

A. Charter is Required to Pay for Pole Replacement Costs and Rearrangement Costs Necessary to Correct Charter's Safety Violations

TPUD requests that the Commission rely on the Oregon pole attachment statute, its own pole attachment regulations and policy, express terms of the Agreement, Charter's own course of dealings, standard industry practice, and Federal Communications Commission regulations in determining that TPUD should be reimbursed for expenses incurred in correcting Charter's safety violations.

1. The Oregon Statute Requires Charter to Pay for Pole Replacement Costs and Rearrangement Costs Required to Correct Charter's Safety Violations

The Oregon pole attachment statute itself requires Charter to reimburse TPUD for costs associated with replacing poles and rearranging facilities to correct violations caused by Charter.

Oregon Revised Statute § 757.271(2) expressly permits pole owners to charge licensees "for any expenses incurred as a result of an unauthorized attachment or any attachment that exceeds safety limits established by rule of the commission."

The safety limits established by the Commission are identified in Oregon Administrative Rules ("OAR") § 860-024-0001(1).¹⁰ OAR § 860-024-0001(1) explains that the term "Commission Safety Rules," means the NESC, as modified by Division 24. Thus, any Charter

¹⁰ See OAR § 860-028-0020(5) ("'Commission safety rules' has the meaning given in OAR § 860-024-0001(1).")

violation that exceeds NESC safety limits (as modified by Division 24) exceeds the safety limits established by rule of the Commission.

All of the Charter violations identified in TPUD's Notices are reported to have exceeded the NESC (as modified by Division 24) and thus to have exceeded the Commission's safety limits. If Charter's attachments complied with the safety limits established by the Commission, TPUD would not need to incur any expense to replace poles or rearrange facilities to correct these Charter violations. Thus, the Oregon statute itself permits TPUD to seek reimbursement for the pole replacement and rearrangement expenses incurred to correct these Charter violations.

Accordingly, the Commission should declare that ORS § 757.271(2) requires Charter to reimburse TPUD for these rearrangement and replacement costs, and that such a reimbursement request is a just, fair and reasonable rate, term or condition of pole attachments, in accordance with ORS § 757.276.

2. The Commission's Pole Attachment Regulations Require Pole Occupants to Reimburse Pole Owners for the Costs Associated With Correcting Occupant Safety Violations

The Commission's regulations contain several provisions that permit a pole owner to correct a safety violation caused by a pole occupant and be reimbursed by the pole occupant. These regulations establish a Commission policy that is fully consistent with TPUD's position and with the Oregon statute.

OAR § 860-028-0100(5) requires pole occupants to reimburse pole owners for make ready work. OAR § 860-028-0100(5) specifies that, "[i]f the owner approves an application that requires make ready work, the owner will perform such work at the applicant's expense." Make ready work is defined as "engineering or construction activities necessary to make a pole ...

available for a new attachment, attachment modifications, or additional facilities.”¹¹ Pole replacement and rearrangement work qualifies as “construction activities,” and the correction of safety violations qualifies as an “attachment modification.” Thus, OAR § 860-028-0100(5) specifically requires Charter to reimburse TPUD for the pole replacement and rearrangement make-ready work required to correct Charter’s safety violations.

OAR § 860-028-0120(5)(b) similarly allows owners to correct pole occupant safety violations and seek reimbursement from pole occupants for the cost of correcting the violation if certain conditions are met.¹² In addition, OAR § 860-028-0120(1)(d) requires pole occupants to install and maintain attachments in compliance with the NESC, and OAR §§ 860-028-0120(4) and (6) require pole occupants to reimburse owners for correcting safety violations that pose significant risks under certain conditions. These Division 28, Section 120 regulations confirm the Commission’s policy, consistent with ORS § 757.271(2), that pole owners are entitled by law to be reimbursed for correcting pole occupant safety violations.

When a dispute such as this comes before the Commission, OAR § 860-028-0100(5) is deemed to be “presumptively reasonable.”¹³ TPUD’s position regarding reimbursement for pole replacements and rearrangements is consistent with OAR § 860-028-0100(5) and is therefore presumptively reasonable. It is Charter, not TPUD, which carries the burden of proving that its deviation from the Commission rules is just, fair and reasonable.¹⁴ Charter’s burden, however, is

¹¹ OAR § 860-028-0020 (11).

¹² This rule allows the pole owner to correct a safety violation and requires the occupant to reimburse the owner for the cost of correcting the violation if the occupant (i) does not submit a valid Plan of Correction within 60 days following a Notice of Violation and (ii) fails to correct a safety violation within 180 days after receiving the Notice. OAR § 850-028-0120(5)(b).

¹³ See OAR § 860-028-0050(3) (“In the event of disputes submitted for Commission resolution, the Commission will deem the terms and conditions specified in this division as presumptively reasonable.”)

¹⁴ *Id.* (“If a dispute is submitted to the Commission for resolution, the burden of proof is on any party advocating a deviation from the rules in this division to show the deviation is just, fair and reasonable.”)

impossible to overcome considering the comprehensive statutory, regulatory, public policy and other support for TPUD's (and the Commission's) position.

The Commission's regulations establish a strong policy that pole owners should be reimbursed for correcting safety violations caused by pole occupants, and OAR § 860-028-0100(5) expressly requires Charter to reimburse TPUD for the pole replacement and rearrangement costs necessary to correct Charter's violations. Accordingly, the Commission should declare that TPUD's position requiring such reimbursement is a just, fair and reasonable rate, term or condition, in accordance with ORS § 757.276.

3. The Commission's Safety Policy Statement Specifies That Pole Occupants Must Reimburse Owners for Correcting Occupant Violations

In February 1997, the Commission released a policy statement regarding pole safety.¹⁵ The safety policy statement confirms the Commission's intent that the costs incurred by pole owners to correct safety violations caused by pole occupants should be allocated to the pole occupants:

Joint-pole users that fail to promptly correct their NESC violations are responsible for costs including inspection, design, coordination, repair, etc. that the pole owner incurs in correcting such violations and in ensuring joint-use safety.¹⁶

The safety policy statement therefore further confirms that it is just, fair and reasonable for TPUD to require reimbursement from Charter for any pole replacement and rearrangement costs incurred by TPUD to correct Charter's safety violations.

¹⁵ See Safety Provisions for Joint-Use of Poles, approved by Oregon Public Utility Commission on February 18, 1997 (attached hereto as Exhibit E). Although the safety policy statement uses the phrase "joint-use" of poles, it is intended to apply to circumstances in which there is a single pole owner and pole occupant. It is not limited to circumstances in which there are two pole owners.

¹⁶ *Id.* at p. 2.

4. FCC Regulations Contradict Charter's Position and are Consistent With the Oregon Statute, Commission Regulations and Commission Policy

Like the Commission's regulations, Federal Communications Commission ("FCC") rules also require pole occupants to pay to correct their safety violations. For example, in the *Mile Hi Cable Partners, LP* proceeding, the FCC held that an attaching entity "must always comply with safety requirements; pay to correct any safety violations; and pay for any damages resulting from its own safety violations."¹⁷ In addition to the statutory and regulatory law in Oregon, the Commission should consider this FCC precedent in declaring that Charter is required to reimburse TPUD for costs incurred in correcting Charter's safety violations.¹⁸

B. Charter's Contract Interpretation Not Only is Contrary to the Oregon Statute, Commission Regulations and Commission Policy, it also is Contradicted by Other Express Terms of the Agreement, Charter's Own Course of Dealings, and Industry Practice

1. Charter's Interpretation of Article IX is Contradicted by Other Express Terms of the Agreement

Notwithstanding the unambiguous plain language and intent of the Oregon pole attachment statute, Commission regulations, and established Commission policy, Charter contends that Article IX of the Agreement entitles Charter to pay for only a fraction (if any) of the pole replacement costs associated with correcting Charter's safety violations and none of the rearrangement costs. Specifically, Charter claims that Section 9.3 of the Agreement applies to pole replacements required to correct Charter's violations, and holds Charter liable only for a small (or no) portion of the significant pole replacement costs incurred by TPUD to correct

¹⁷ *Mile Hi Cable Partners, LP v. Public Serv. Co. of Colorado*, 17 FCC Rcd 6268, at ¶5 (2002).

¹⁸ The Commission considers federal pole attachment law instructive and has previously relied on FCC rules. See, *In the Matters of Rulemaking to Amend and Adopt Rules in OAR 860, Divisions 024 and 028, Regarding Pole Attachment Use and Safety (AR 506) and Rulemaking to Amend Rules in OAR 860, Division 028 Relating to Sanctions for Attachments to Utility Poles and Facilities (AR 510)*, Commission Order No. 07-137 (rel. Apr. 10, 2007). See also, *Central Lincoln People's Utility District v. Verizon Northwest, Inc.*, Commission Order No. 05-981 (rel. Sept. 7, 2005) ("[the Commission] considered the provisions in federal law in determining 'the just and reasonable rates, terms and conditions.'").

Charter's violations.¹⁹ Similarly, Charter cites Section 9.4 to support its contention that it need not reimburse TPUD for any expense incurred by TPUD to rearrange facilities to correct violations that Charter caused.²⁰

Other provisions of the Agreement, however, specifically require Charter to reimburse TPUD for these replacement and rearrangement costs, the same as all other pole occupants on TPUD's poles. Section 3.5 of the Agreement, for example, expressly requires TPUD to be reimbursed:

If in the sole judgment of Owner, the accommodation of any of Applicant's Equipment necessitates the rearrangement or addition of any facilities on an existing pole, or the replacement of any existing pole, ... Owner shall make such rearrangements, transfers and replacements of existing facilities, and additions of new facilities, as may be required, and *Applicant shall reimburse Owner for the entire expense thereby actually incurred by Owner.*²¹

Moreover, Section 15.2 of the Agreement requires Charter to reimburse TPUD when TPUD corrects a Charter default: "If either Party shall default in the performance of any work that it is obligated to do under this Agreement, the other Party may elect to do such work, and the party in default shall reimburse the other Party for the cost thereof within sixty (60) days after receipt of an invoice therefore."

¹⁹ Section 9.3 states:

Where an existing pole is prematurely replaced (for reasons other than normal or abnormal decay) by a new pole solely for the benefit of the Party requesting attachment, or in order to permit joint use, the cost of the new pole shall be borne by the Parties as specified in Section 9.1b, or 9.1c, and the Party requesting attachment shall also pay the pole Owner the remaining life value of the old pole in place, plus the cost of removal, less the salvage value of such pole.

Sections 9.1b and 9.1c, for their part, specify that the pole Owner must pay for the entire cost of the new pole, except that if a pole taller than 40 feet is needed for the sole benefit of the attacher, then the attacher must pay only the cost associated with the amount over 40 feet.

²⁰ Section 9.4 provides that "[e]ach Party shall place, maintain, rearrange, transfer, and remove its own attachments at its own expense except as otherwise expressly provided."

²¹ (emphasis added).

Section 13.1 of the Agreement requires Charter to maintain its attachments “in accordance with accepted modern practices [that are] no less stringent than the requirements of the National Electrical Safety Code . . .” Charter’s failure to comply with the NESC therefore constitutes a default under the Agreement. TPUD’s correction of that default by replacing poles or rearranging facilities is therefore reimbursable under Section 15.2 of the Agreement as well.

The fact is that Article IX of the Agreement, upon which Charter relies, is intended for joint-use pole owners, and is not applicable to a relationship between a pole owner and a third party licensee. Article IX presumes that both Parties are pole owners sharing the use of each other’s poles.²² In fact, Article IX is one of several provisions of the Agreement which wrongly assumes that Charter owns poles of its own.²³ Sections 3.5 and 15.2 make more sense in this context and they alone are consistent with the Oregon statute, Commission regulations and Commission policy.

2. Charter’s Own Course of Dealings Contradicts Its Position

Consistent with its treatment of all other pole occupants, TPUD’s practice has always been to charge Charter for the actual cost of pole replacements and rearrangements necessary to correct Charter’s violations. Until this dispute arose, Charter’s practice was to reimburse TPUD for the actual cost of such work, as does every other pole occupant. For example, on December 3, 2001, Charter paid \$95,668.68 to cover TPUD make-ready work associated with 24 poles, which included several pole replacements to correct Charter safety violations.²⁴ In addition, Exhibit G includes several 2003 TPUD work orders seeking reimbursement from Charter for

²² Section 9.6 of the Agreement, for example, specifies cost sharing in instances where service drops of one Party crossing over lines of the other Party *are attached to such other Party’s poles*” (emphasis added).

²³ See the second and third “WHEREAS” clauses, which incorrectly state that both parties install poles. And Sections 2.1, 5.2, 5.3, 7.1, 9.6, 10.1, 13.1, 16.1 and 17.1 address the rights and/or duties of each Party as a pole owner.

²⁴ See Charter December 3, 2001 check and 11 TPUD invoices (attached at Exhibit F); See also Declaration of James Aman, TPUD’s Distribution Engineering Supervisor (attached at Exhibit B).

pole replacement work performed by TPUD to correct various Charter safety violations.²⁵ As evidenced by the signature of a Charter employee on these work orders, Charter agreed to reimburse TPUD for these pole replacements.²⁶ Through its actions, Charter had previously agreed and admitted that TPUD's rearrangement and pole replacement work is reimbursable pursuant to Sections 3.5 and 15.2.

Under Oregon law, this course of performance between the parties is relevant to interpreting and applying the Agreement.²⁷ By analogy, it should also be considered by the Commission in determining that the Oregon statute and Commission rules support TPUD's reimbursement position as a just, fair and reasonable pole attachment rate, term or condition, in accordance with ORS § 757.276.

3. Industry Practice Contradicts Charter's Position and is Consistent With the Oregon Statute, Commission Regulations and Commission Policy

It is longstanding industry practice for pole occupants to reimburse pole owners for costs incurred by the owner to correct safety violations caused by the pole occupant. This standard industry practice in Oregon is reflected in the comments filed in the Commission's AR 506/AR 510 rulemaking proceeding by the Oregon Joint Use Association ("OJUA"), an organization composed of all stakeholders, including pole owners and pole occupants.

In its comments, OJUA proposed several rules, adopted in large part by the Commission, which require pole occupants to reimburse pole owners when owners correct pole occupant safety violations. The OJUA proposed the following provisions in OAR §§ 860-028-120 (4)-(6), which are very similar to the final rules in effect today:

²⁵ See TPUD work orders totaling \$ 2,072.44, \$ 2,198.10, and \$ 2,360.84 (attached at Exhibit G).

²⁶ *Id.*

²⁷ See generally, *Moini v. Hewes*, 763 P.2d 414, 416, 93 Or. App. 598, 601 (Or. Ct. App. 1988) ("[N]ormally a course of performance is relevant to the interpretation of a ... contract.")

(4) Notwithstanding the timelines provided for in OAR 860-028-120 (5) or (6), pole occupants shall immediately correct violations which cause an imminent danger to life or property. In the event that the pole owner performs the corrections, a pole occupant shall reimburse the pole owner for the actual cost of corrections. Reimbursement charges imposed under this section shall not exceed the actual cost of correction.

(5) Notwithstanding OAR 860-028-120 (4), an occupant must respond to a pole owner's notification of violation within 180 days. In the event that a pole occupant fails to respond within 180 days and the pole owner performs the corrections, the pole occupant shall reimburse the pole owner for the actual cost of corrections. Reimbursement charges imposed under this section shall not exceed the actual cost of correction.

(a) A pole occupant's response to a notification of violation shall be either a submission of a plan of correction within 60 days or a correction of the violation within 180 days.

(b) Violation of this pole occupant duty to respond is also subject to sanction under OAR 860-028-150 (2).

(6) For violations noticed under OAR 860-028-120(5), a pole occupant must correct the violation in less than 180 days if the pole owner notifies an occupant that the violation must be corrected in less than 180 days in order to alleviate a significant safety risk to any operator's employees or a potential risk to the general public. A pole occupant shall reimburse the pole owner for the actual cost of corrections made under this section if: (1) the owner provides reasonable notice of the violation; and (2) the occupant fails to respond within the timelines provided for in the notice.²⁸

The OJUA also agreed with OPUC Staff that these OAR §§ 860-028-120 (4)-(6) rules requiring occupants to reimburse owners should be mandatory rules.²⁹

These OJUA recommendations, similar to the final rules adopted by the Commission, reflect the general industry practice that if a pole owner must correct a safety violation caused by

²⁸ First Round Comments of the Oregon Joint Use Association, *In the Matter of a Rulemaking to Amend and Adopt Permanent Rules in OAR 860, Division 028 Regarding Sanctions for Pole Attachments*, Oregon PUC Rulemaking AR 510, p.6-7. The final rules adopted by the Commission at OAR § 860-028-120 (4)-(6) are substantially similar to the recommendations of the OJUA.

²⁹ Final Comments of the Oregon Joint Use Association, *In the Matter of a Rulemaking to Amend and Adopt Permanent Rules in OAR 860, Division 028 Regarding Sanctions for Attachments*, Oregon PUC Rulemaking AR 510, p. 6.

a pole occupant, the pole occupant should reimburse the owner. Charter's contention that it need not reimburse TPUD for correcting safety violations caused by Charter is inconsistent with this industry practice and contravenes comments filed by the OJUA itself.

C. Allowing Charter to Avoid Payments to Correct its Violations Would Result in Illegal Discrimination in Favor of Charter

As previously mentioned, there are currently 12 other pole occupants which attach facilities to TPUD poles, and TPUD as a rule requires full reimbursement from each of them for pole replacement and rearrangement work performed by TPUD to enable correction of their safety violations. Charter therefore would receive a discriminatory benefit that no other pole occupant receives if the Commission were to adopt Charter's position and require TPUD to perform rearrangements and pole replacements to correct Charter's safety violations at TPUD's expense.

The Commission's rules require that pole attachment rates, terms and conditions demanded and received by TPUD be "just, fair and reasonable."³⁰ For obvious reasons, it would not be fair for Charter to receive a windfall that is contrary to the statute and rules while all other attaching entities do not.³¹ Such discrimination should likewise be disallowed here.

D. Charter's Precarious Financial Condition Makes Prepayment of Make Ready Necessary to Protect TPUD Ratepayers

Recent press reports and financial filings submitted by Charter indicate that Charter may lack financial stability. The Form 10-K filed by several holding company and other subsidiaries of Charter indicates that Charter has:

a history of net losses. Further, we expect to continue to report net losses for the foreseeable future. Our net losses are principally

³⁰ ORS § 759.660 (1).

³¹ For its part, the federal pole attachment statute specifically prohibits discriminatory treatment of attachers. 47 U.S.C. § 224(f)(1) states that: "[a] utility shall provide a cable television system or any telecommunications carrier with nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by it."

attributable to insufficient revenue to cover the combination of operating expenses and interest expenses we incur because of our high level of debt, and depreciation expenses that we incur resulting from the capital investments we have made and continue to make in our cable properties. We expect that these expenses will remain significant.³²

It has been widely reported that Charter is struggling with more than \$20 billion of debt, and has reported a \$322 million loss for the third quarter of 2008.³³ For the third quarter of 2008, Charter reported interest costs of \$478 million compared with operating income of only \$208 million.³⁴ Considering these bleak financial disclosures, Moody's Investors Service lowered Charter's credit rating because it believes that "default is imminent and bankruptcy is likely for the company in 2009."³⁵ At the close of trading on December 16, 2008, Charter's stock was trading at its 52-week low of 12¢ per share.³⁶

In light of the current economic crisis and Charter's reported financial instability, TPUD is concerned that it will be unable to recover the costs it expects to incur in helping Charter to correct its safety violations. TPUD is particularly concerned that a Charter bankruptcy filing may leave TPUD's rural ratepayers footing the bill for the correction of Charter violations.

OAR § 860-028-0110 (5) allows a pole owner to "require prepayment from a licensee of the owner's estimated costs for any of the work allowed by OAR § 860-028-100," which

³² Charter Communications Holdings, LLC; Charter Communications Holdings Capital Corporation; CCH II, LLC; CCH II Capital Corp.; CCO Holdings, LLC; and CCO Holdings Capital Corp., Form 10-K for fiscal year ended December 31, 2007, p. 6.

³³ Charter Communications Bonds Sink on Debt Plans, available at <http://www.reuters.com/article/companyNews/idUSN1227211220081212?rpc=11> (last visited December 16, 2008).

³⁴ *Id.*

³⁵ Moody's Downgrades Charter Communications, available at <http://money.cnn.com/news/newsfeeds/articles/apwire/cd48fdcab89f391580cc7d4a7f0e8329.htm> (last visited December 16, 2008).

³⁶ See Charter Communications, Inc. stock price, available at <http://finance.google.com/finance?q=NASDAQ%3ACHTR> (last visited December 16, 2008).

includes make ready work.³⁷ Once the work is completed, the owner must issue an invoice reflecting the actual costs, less any prepayment.³⁸ Any overpayment will be promptly refunded and any extra payment promptly remitted.³⁹

When a dispute such as this comes before the Commission, OAR § 860-028-0110 (5) is presumed to be reasonable.⁴⁰ TPUD therefore requests the Commission to declare that OAR § 860-028-0110(5) entitles TPUD to require Charter to pay TPUD in advance for the pole replacement and rearrangement make ready costs necessary to correct Charter violations of the Commission's safety rules.

E. If the Commission Declares that TPUD Must Correct Charter's Violations at TPUD's Expense, TPUD Must be Entitled to Recover Those Correction Costs in its Annual Rental

If the Commission determines that TPUD must bear the expense for the pole replacements and rearrangements necessary for Charter to correct its safety violations, the Commission should allow TPUD to recover those costs as part of Charter's annual pole attachment rental rate.

The Commission is empowered to modify a pole attachment rate if it determines that the collected rate is unjust or unreasonable.⁴¹ Under Oregon law, a rate is "just and reasonable" if it ensures that the pole owner will recover "not less than all the additional costs of providing and maintaining pole attachment space for the pole occupant nor more than the actual capital and operating expenses"⁴²

³⁷ OAR § 860-028-0110 (5).

³⁸ *Id.*

³⁹ *Id.*

⁴⁰ See OAR § 860-028-0050(3) ("In the event of disputes submitted for Commission resolution, the Commission will deem the terms and conditions specified in this division as presumptively reasonable.")

⁴¹ ORS § 759.660 (1).

⁴² ORS § 759.665.

The rent TPUD is collecting from Charter is calculated based upon a percentage of its capital and operating expenses. It currently does not include the considerable additional costs TPUD would incur if it were required to replace poles and rearrange facilities at its own expense to correct Charter's violations. Thus, if the Commission were to reject TPUD's position, TPUD would not be recovering the minimum amount required by the statute, that is, "the additional costs of providing and maintaining pole attachment space" for Charter.

Accordingly, should the Commission reject TPUD's position and require TPUD to rearrange facilities and to replace TPUD's poles to correct Charter's safety violations without being reimbursed by Charter, then TPUD respectfully requests the Commission to declare that TPUD may recover those rearrangement and replacement expenses in its annual rental.

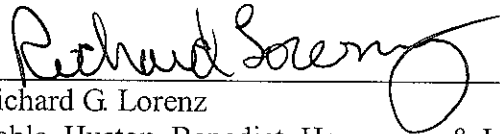
VII. PRAYER FOR RELIEF

Based on the foregoing, Petitioner requests the Commission to declare that:

1. ORS § 757.271 permits TPUD to require Charter to reimburse TPUD for the pole replacement and rearrangement costs necessary to correct Charter violations of the Commission's Safety Rules.
2. TPUD's position that Charter must reimburse TPUD for the pole replacement and rearrangement costs necessary to correct Charter violations of the Commission's Safety Rules is a just, fair and reasonable rate, term or condition of pole attachments, in accordance with ORS § 757.276.
3. OAR § 860-028-0100(5) requires Charter to reimburse TPUD for the pole replacement and rearrangement costs necessary to correct Charter violations of the Commission's safety rules.

4. OAR § 860-028-0110(5) entitles TPUD to require Charter to pay TPUD in advance for the pole replacement and rearrangement costs necessary to correct Charter violations of the Commission's safety rules.
5. Should the Commission reject TPUD's position and require TPUD to replace poles and rearrange facilities to correct Charter's violations of the Commission's safety rules without being reimbursed by Charter, TPUD may recover those replacement and rearrangement expenses in its annual rental as an additional cost of providing and maintaining pole attachment space for Charter.

Respectfully Submitted,



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Dated this 23rd day of December, 2008

Exhibit A

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

DR – _____

In the Matter of

TILLAMOOK PEOPLE'S UTILITY
DISTRICT

PETITION FOR DECLARATORY
RULING
EXPEDITED TREATMENT
REQUESTED

DECLARATION OF TERRENCE BLANC

I, Terrence Blanc, hereby declare under penalty of perjury under the laws of the State of Oregon that the following statements are true and correct:

1. I am an Engineering Field Representative for the Tillamook People's Utility District ("TPUD").
2. Charter Communications, Inc. ("Charter") attaches cables and associated communications facilities to approximately 12,000 electric distribution and transmission poles owned and operated by TPUD.
3. TPUD does not attach any electric facilities to any poles owned by Charter.
4. TPUD inspects its pole plant on a five-year cycle, covering roughly one-fifth of its plant each year.
5. OPUC Staff did not take exception to a TPUD request this year to transition to a 10-year cycle beginning in 2009.
6. TPUD already has performed four "Detailed Facilities Inspections" ("DFI") over the four-year period from 2004 to 2007. To date, TPUD has inspected

10,255 of its approximately 12,000 Charter-attached poles. The remaining poles to which Charter is attached are in the process of being inspected this year.

7. TPUD's DFIs have reported 5,423 Charter safety violations on the 10,255 Charter-attached poles inspected. TPUD's 2004 DFI reported 1,316 Charter violations on 1,747 Charter-attached poles. TPUD's 2005 DFI reported 1,276 Charter violations on 2,405 Charter-attached poles. TPUD's 2006 DFI reported 1,199 Charter violations on 2,929 Charter-attached poles. TPUD's 2007 DFI reported 1,632 Charter violations on 3,174 Charter-attached poles.

8. With respect to the 2005 and 2006 Notices alone, Charter has notified TPUD that TPUD must perform pole replacement or rearrangement work on 149 and 146 violations, respectively. The sole benefit of this work is to allow Charter to correct its safety violations.

9. In response to TPUD's Notices, Charter has not disputed, in accordance with OAR 860-028-0170, that its facilities caused the safety violation or that TPUD rearrangement or replacement work is warranted. Charter only disputes its responsibility for the costs.

10. All of the Charter violations identified in TPUD's Notices are reported to have exceeded the National Electrical Safety Code ("NESC") (as modified by Division 24) and thus to have exceeded the Commission's safety limits.

11. In four letters dated June 5, 2008, June 13, 2008, July 18, 2008, TPUD re-notified Charter of outstanding violations from the 2004-2006 DFIs and notified Charter of the 2007 DFI violations. These letters followed the guidelines issued by the Oregon Joint Use Association Conflict Resolution Committee.

12. TPUD and Charter have exchanged numerous letters, held teleconferences, and met in person, but have been unable to reach an acceptable agreement that will correct Charter's safety violations.

13. A significant number of Charter's violations require TPUD to perform work to assist Charter in correcting its violations. In many instances, TPUD must replace existing poles with taller poles for Charter to be able to comply with clearance or other NESC requirements. In other instances, TPUD must rearrange existing electrical facilities in order for Charter to correct its violations.

14. The cost for TPUD to replace poles and perform the rearrangement work required to correct Charter's violations is expected to be substantial.

15. There currently are 12 other pole occupants besides Charter that attach facilities to TPUD poles. TPUD, as a rule, does not perform rearrangements or pole replacements to enable the correction of safety violations for any of these other pole occupants without reimbursement.

16. Charter is the only one of TPUD's pole occupants that insists it need not reimburse TPUD at all for the rearrangement costs required to correct Charter's violations, and that it must reimburse TPUD for only a small fraction (or none) of the pole replacement costs necessary to correct its violations.

17. TPUD's standard practice has always been to charge Charter for the actual cost of pole replacements and rearrangements necessary to correct Charter's violations.

18. Until this dispute arose, Charter's practice was to reimburse TPUD for the actual cost of such work, as every other pole occupant is required to do.

19. Attached as an Exhibit to the above-captioned Petition are several 2003 TPUD work orders seeking reimbursement from Charter for pole replacement work performed by TPUD to correct various Charter safety violations.

20. The rent Charter currently pays TPUD is only a nominal rental rate to attach to TPUD's facilities, which is designed to allow TPUD to recover a small percentage of the annual costs associated with owning and maintaining its poles. The rent TPUD is collecting from Charter is calculated based upon a percentage of its capital and operating expenses. It does not include the considerable additional costs TPUD would incur if it were required to replace poles and rearrange facilities at its own expense to correct Charter's violations.

Dated this 23rd day of December, 2008.



TERRENCE BLANC

Exhibit B

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

DR - _____

In the Matter of

TILLAMOOK PEOPLE'S UTILITY
DISTRICT

PETITION FOR DECLARATORY
RULING

EXPEDITED TREATMENT
REQUESTED

DECLARATION OF JAMES R. AMAN

I, James R. Aman, hereby declare under penalty of perjury under the laws of the State of Oregon that the following statements are true and correct:

1. I am the Distribution Engineering Supervisor of Tillamook People's Utility District ("TPUD").
2. By check dated December 3, 2001, Charter paid \$95,668.68 to cover TPUD make-ready work associated with 24 poles, which included several pole replacements to correct Charter safety violations.
3. A copy of that check and the invoices paid by that check are attached as an Exhibit to the above-captioned Petition.

Dated this 23 day of December, 2008.


JAMES R. AMAN

Exhibit C

**Oregon Public Utility Commission
Staff Policy
Line Inspection Requirements For Utility Operators**

1. PURPOSE

The purpose of this policy is to clarify the line inspection requirements of ANSI-C2, National Electrical Safety Code (NESC), as interpreted by the administrative authority. Specific reference is made to NESC Rule Nos. 012, 013, 121, 214, and 313.

In order to ensure that overhead and underground lines are kept in a safe and relatively trouble-free condition, Utility Operators must make a thorough inspection before a new installation is put into use and at sufficient intervals thereafter. Intervals are determined by considering: age and condition of line, previous inspection and maintenance programs, soil and environmental conditions, weather, and quality of line materials, workmanship and design. Inspections should be preventive in nature and intended to effect repairs previous to failures.

2. SCOPE

This policy applies to the inspection by Utility Operators of all electrical supply and communication lines, both overhead and underground.

3. DEFINITIONS

Lines - Those conductors rights-of-way, supporting structures, and associated equipment used to transmit electric supply energy or communication signals. (Such lines include electric supply, telephone, cable television, and similar utility lines.)

Utility Operator - Any person, company, utility, or municipality, pursuant to ORS 757.035, who is involved in the construction, operation, or maintenance of electrical supply and signal lines.

4. WRITTEN POLICIES AND STANDARD PRACTICES

Each Utility Operator shall have clearly written policies and work practices for its overhead and underground line inspection programs, including: new installation inspections, on-going cyclic inspections of existing lines and substations, and the utility's record keeping system that tracks code violations until corrected.

5. INSPECTION RESPONSIBILITIES (Also see item 7d of OPUC Policy entitled *Safety Provisions for Joint-Use of Poles.*)

Each Utility Operator shall conduct the applicable inspections listed in a., b., c. and d. below. Inspections b. and c. shall be done at such intervals as experience has shown to be necessary in accordance with good practice for the given local conditions.

a. Inspections of New and Repaired Installations

Each new line installation shall be closely checked and corrected for compliance with the NESC before being placed into service.

b. Public Safety Inspections

Public safety inspections are intended to identify hazards and right-of-way encroachments that can be seen during a patrol. These inspections shall include all overhead lines and other accessible equipment. For electric utilities, the maximum cycle length shall not exceed two years. Substations should be inspected monthly.

c. Detailed Facility Inspections

Existing lines shall be carefully inspected on a cyclic basis so that all associated equipment, hardware, right-of-way, and structures are thoroughly examined.

Maximum cycle length for electrical lines and overhead communication lines should not exceed ten years. For older lines (25 years or more) and lines with special concerns, a more frequent inspection may be appropriate.

These precautionary inspections are intended to identify NESC violations, defects, and deterioration of facilities which must be corrected in order to maintain future safe and reliable service.

d. Management Quality Assurance Checks

Each Utility Operator shall conduct management quality assurance checks to ensure that inspections, record keeping, and repairs are being properly conducted. The following is recommended as the minimum level of checking necessary to achieve compliance:

- Inspections of New and Repaired Installations -- annually check 10% of all such work performed.
- Public Safety Inspections -- annually check 5% of all such work performed.
- Detailed Facility Inspections -- annually check 5% of all such work performed.

6. QUALIFIED INSPECTION PERSONNEL

Inspections listed in Item 5 (above) shall be conducted by qualified personnel who have an extensive practical knowledge of the NESC and the company's construction standards. The Utility Operator is responsible to provide its inspection personnel adequate inspection training for the types of facilities inspected.

7. ONGOING UTILITY AWARENESS

In addition to a., b., and c. listed in Item 5 (above), utility employees should constantly be alert, in the normal course of their daily work, to observe conditions that may create a hazard for line workers or the public. Defect reporting and correcting should be a continuous undertaking by the Utility Operator's construction and operating staff.

8. INSPECTION RECORDS

Each Utility Operator shall maintain a record system for tracking of NESC deficiencies found and reported. At minimum, this record system should include:

- a. Maps--showing locations of past and planned inspections;
- b. Completed Inspection Forms--showing itemization and location of deficiencies found, date, inspector, and inspection type; and
- c. Work Orders--showing projects backlogged for future completion.

(Issued November 1987, Revised September, 2000)

Exhibit D

JOINT USE AGREEMENT

This Joint Use Agreement is made and entered into this 7 Day of July, 1999
between Tillamook People's Utility District (TPUD) and FALCON TELECABLE
_____ (FALCON).

WITNESSETH

WHEREAS, TPUD is engaged in the business of providing electric service to customers in certain areas within Tillamook, Clatsop, and Yamhill Counties in the State of Oregon; and

WHEREAS, FALCON and TPUD sometimes place and maintain poles or pole lines upon or along the same highways, streets, or alleys and other public or private places for the purpose of supporting the wires and facilities used in their respective businesses; and

WHEREAS, the Parties desire to cooperate in establishing joint use of their respective poles when and where joint use of their poles shall be of mutual advantage; and

WHEREAS, the desirability of joint use of particular poles is dependent upon the service requirements of each Party, including considerations of safety and economy, and each Party should determine, in its sole judgement, whether or not such service requirements can properly be met by the joint use of particular poles.

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

ARTICLE I
DEFINITIONS

- 1.1 "Agreement" means this Joint Use Agreement entered into between TPUD and FALCON.
- 1.2 "Applicant" means FALCON seeking permission to place Equipment upon District poles as provided in Article III.
- 1.3 "Equipment" means the cables and facilities which the Owner may give the Applicant written permission to install on a pole.
- 1.4 "Owner" means the Party which owns the poles.
- 1.5 "Party" means TPUD or FALCON, as the context requires. "Parties" means TPUD and FALCON.
- 1.6 "Service cable" means conductor that is installed from a pole to a building to provide communication or electrical service.

- 1.7 "Coax or Fiber" means a particular type of telecommunications conductor used to provide television service for a single customer.

ARTICLE II SCOPE OF AGREEMENT

2.1 This Agreement shall apply to all areas served by the Parties in the State of Oregon and shall cover all poles of each of the Parties within said state which are presently jointly used, as well as poles which are now existing or which shall hereafter be erected in areas mutually served when such poles are included within the scope of this Agreement in accordance with the procedures hereinafter set forth.

2.2 Each Party reserves the right to reject applications for the joint use of poles which, in its sole judgement as the Owner thereof, are necessary for its own sole use or otherwise undesirable for joint use.

ARTICLE III ESTABLISHING JOINT USE OF POLES

3.1 Whenever either Party desires to place its Equipment on any pole owned by the other Party, it shall make written application thereof, and attach a Project Plan. The Project Plan shall specify the Equipment, the location of the poles in question and the Owners pole numbers, the space desired on each pole, and sufficient engineering data to assure NESC violations are not created. Said application shall be made on a form acceptable to both Parties and shall be directed to the Owner at the address specified in Article XXI of this Agreement. If the application is approved, the Owner shall, within thirty (30) days after receipt of the application, sign and return a copy of the application to the Applicant. If the application is rejected, the Owner shall, within said thirty (30) day period, provide oral or written notice of the rejection to Applicant. If the Owner has not provided notice of its approval or rejection of the application within said thirty (30) day period, the application shall be deemed to be rejected.

3.2 Installation of service wire, "Coax or Fiber" wire may be done prior to the approval of such application provided the following conditions are met:

- 1) The application will be filed with the Owner not more than five (5) business days after the installation of the service wire or "Coax or Fiber" wire.
- 2) Installation will not violate any NESC codes or Pole Owner's construction standards.
- 3) The Applicant agrees to modify the installation at their sole expense as required by the Owner.
- 4) The Applicant agrees to pay all costs for the rearrangement or addition of any facilities on an existing pole or the replacement of an existing pole necessitated by the Applicant's installation.

All other applications shall meet the requirements of Section 3.3, 3.4, and 3.5 Article III.

3.3 Upon receiving the signed copy of the application, but not before, the Applicant shall have the right to install, maintain and use its Equipment described in the application upon the poles identified therein in accordance with the terms of the application and this Agreement. The Applicant shall not have the right to place, nor shall it place, any Equipment in addition to that initially authorized without first making application and receiving permission to do so, nor shall the Applicant change the position of any Equipment attached to any pole without the Owner's prior written approval.

3.4 The Applicant shall complete the installation of its Equipment upon the poles covered by each approved application within such reasonable time limit as the Owner shall designate on the application for such installation. In the event Applicant should fail to complete the installation within the prescribed time limit, the permission granted by the Owner to place the Equipment upon the poles shall thereupon be revoked and Applicant shall not have the right to place the Equipment upon the poles without first reapplying for and receiving written permission to do so. Upon completion of an attachment project the attaching Party, shall provide written certification to the pole-owner that the project is complete and complies with the NESC.

3.5 If in the sole judgement of the Owner, the accommodation of any of Applicant's Equipment necessitates the rearrangement or addition of any facilities on an existing pole, or the replacement of any existing pole, Owner shall specify on the application the changes necessary to accommodate the Equipment and the estimated cost thereof and return it to Applicant. If Applicant still desire to use the pole and returns the application marked to so indicate, Owner shall make such rearrangements, transfers and replacements of existing facilities, and additions of new facilities, as may be required, and Applicant shall reimburse Owner for the entire expense thereby actually incurred by Owner.

ARTICLE IV RIGHTS OF OTHER PARTIES

4.1 Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by either Party, by contract or otherwise, to others not parties to this Agreement to use any poles owned by such Party. Further, nothing herein contained shall be construed to affect either Party's right to continue, modify, extend or amend such existing rights or privileges, or to grant others the right or privilege to use poles owned by the Party.

ARTICLE V RENTALS

5.1 On or about July 1 of each year, but not later than July 31, TPUD shall make a tabulation from its records of joint use permits of the total number of FALCON and TPUD owned poles jointly occupied, or on which space has been specifically reserved by the other Party, as of the preceding June 30. For the purpose of the tabulation, any pole owned by one Party which is used by the other Party for the purpose of attaching Equipment thereto, either directly or by means of a pole top extension fixture, shall be considered a joint pole and subject to rental fees. There shall be no abatement or reduction in such fees for Equipment in place for less than the full one-year period.

5.2 Within sixty (60) days after the completion of the tabulation referred to in Section 5.1, TPUD shall calculate and invoice FALCON for the rental amount owing specifying on such invoice the rental period covered. The rental amount to be calculated by deducting the number of FALCON owned poles that TPUD contacts from the number of TPUD owned poles that FALCON contacts and multiplying the difference by the rental rate shown in Attachment B, which is attached hereto and incorporated herein by this reference. Payment of the invoiced amount shall be made within thirty (30) days of receipt of the invoice and shall constitute payment in advance for rental for the twelve (12) month period beginning July 1. Past due rental amounts shall bear interest at the lesser of the rate specified in Attachment A hereto or the maximum rate permitted by applicable law.

5.3 Compensation payable by third parties for the joint use of poles shall be collected and retained by the Owner of the poles.

5.4 If a Party attaches Equipment to a pole without obtaining prior authorization from the Owner in accordance with this Agreement, the Owner may assess that Party an unauthorized attachment charge, in the amount specified in Attachment A. Said unauthorized attachment charge shall be payable to the Owner within sixty (60) days after receipt of the invoice for that charge. Such charge will be in addition to back-rent as determined by the pole Owner for the period of attachment to the first day of the fiscal year for which the annual rental fee billing is rendered. The back-rent determination shall be based on the number of years (for this purpose a partial year shall be considered to be one full year) multiplied by the rental rate in effect on the date of discovery of the unauthorized attachment.

ARTICLE VI PERIODIC ADJUSTMENT OF RENTALS

6.1 On July 1 following the effective date of this Agreement, and on each July 1 thereafter, either Party may request in writing that the rental amount per pole per annum thereafter payable be adjusted. In the event the Parties are unable to agree upon an adjustment of rentals, either Party shall have the right to pursue any and all legal rights and remedies it may have to obtain such adjustment. Attachment B hereto shall be revised from time to time to reflect any adjustments.

ARTICLE VII PAYMENT OF TAXES

7.1 Each Party shall pay promptly all taxes and assessments lawfully levied on its own property except that any tax, fee, or charge levied on a Party's poles solely because of their use by the other Party shall be paid by the other Party.

ARTICLE VIII PAYMENT FOR WORK

8.1 Upon the completion of work performed hereunder by either Party, the expense of which is to be borne wholly or in part by the other Party, the Party performing the work shall present to the other Party an itemized statement of the costs incurred and such other Party shall, within sixty (60) days after such statement and invoice are presented, pay to the Party doing the work such other Party's proportion of the cost of said work. Past due payments shall bear interest at the lesser of the rate specified in Attachment A or the maximum rate permitted by applicable law.

ARTICLE IX
DIVISION OF COSTS, POLES

9.1 The cost of erecting new joint poles, or constructing new pole lines, pursuant to this Agreement shall be borne by the Parties as follows:

- a. A basic joint pole, or a joint pole smaller than the basic, shall be erected at the sole expense of the pole owner. (The size of the basic pole is as specified in Attachment A hereto.)
- b. A pole larger than the basic, the extra height or strength of which is due wholly to the pole Owner's requirements, including requirements as to keeping the pole Owner's wires clear of trees, shall be erected at the sole expense of the pole Owner.
- c. In the case of a pole larger than the basic, the extra height or strength of which is due wholly to the requirements of the Party requesting attachment, including requirements as to keeping such Party's wires clear of trees, such Party shall pay to the pole Owner a sum equal to the difference between the cost, in place, of such pole and the cost, in place, of a basic joint pole. The rest of the cost of erecting such pole shall be borne by the pole Owner, except as otherwise provided in Section 9.3.
- d. In the case of a pole larger than the basic, the extra height or strength of which is due to the requirements of both Parties, or the requirements of public authorities or of property owners (other than requirements with regard to keeping the wires of one Party only clear of trees), the Party requesting attachment shall pay to the pole Owner a sum equal to one-half the difference between the cost, in place, of such pole and the cost, in place, of a basic joint pole, the rest of the cost of erecting such pole to be borne by the pole Owner.

9.2 Any payments for pole made by the Party requesting attachments shall not entitle such Party to the ownership of any part of said poles.

9.3 Where an existing pole is prematurely replaced (for reasons other than normal or abnormal decay) by a new pole solely for the benefit of the Party requesting attachment, or in order to permit joint use, the cost of the new pole shall be borne by the Parties as specified in Section 9.1b, or 9.1c, and the Party requesting attachment shall also pay the pole Owner the remaining life value of the old pole in place, plus the cost of removal, less the salvage value of such pole. The pole Owner shall remove and may retain or dispose of such pole as sole owner thereof.

9.4 Each Party shall place, maintain, rearrange, transfer, and remove its own attachments at its own expense except as otherwise expressly provided.

9.5 The expense of maintaining joint poles shall be borne by the pole Owner except that the cost of replacing poles shall be borne by the Parties hereto in the manner provided in Sections 9.1 and 9.3

9.6 Where service drops of one Party crossing over lines of the other Party are attached to such other Party's poles, either directly or by means of a pole top extension fixture, the cost shall be borne as follows:

- a. Pole top extension fixtures shall be provided and installed at the sole expense of the Party using them.
- b. Where an existing pole is replaced with a taller pole to provide the necessary clearance for the benefit of the Party requesting attachments, such Party shall pay to the pole owner a sum as determined under Section 9.3

9.7 All tree trimming and brush cutting in connection with the initial placement of wires or equipment shall be borne entirely by the Party placing the wires or equipment. Each party shall be responsible for any and all additional tree trimming and brush cutting related to its wires and equipment. However, in areas of the system where FALCON and TPUD have jointly used poles and TPUD performs right-of-way maintenance including tree trimming or brush cutting, TPUD shall bill FALCON for 25% of the costs of such maintenance, when such maintenance is required at the communication level to preserve the integrity of District poles. Payments of the invoiced amount shall be made within sixty (60) days of the receipt of invoice. Said tree trimming costs shall not exceed \$5,000 to Falcon annually unless agreed to in writing by Falcon.

9.8 Nothing herein shall preclude the establishment of other arrangements for the division of costs of joint poles as the Parties may agree to in writing.

ARTICLE X MAINTENANCE OF POLES

10.1 The pole Owner shall maintain its jointly used poles in a safe and serviceable condition, and shall, under the provisions of Article IX, replace, reinforce, or repair such of those poles as become defective. The pole Owner shall be solely responsible for collection for damages for poles broken or damaged. The Party with Equipment attached to the pole shall be responsible for collecting damages to its own Equipment. If a pole owned by one Party is replaced by the other Party because of auto damage or storm damage, the pole Owner shall pay the other Party for the actual costs of such pole replacement.

10.2 Whenever it is necessary to replace, move, reset, or relocate a jointly used pole, the Owner thereof shall, give notice of the work performed. The Party with Equipment attached to the pole shall arrange to transfer such Equipment promptly to the new pole and shall notify the pole Owner when such transferring has been completed. The Party who is the last to transfer to the new pole shall be responsible for removal and disposal of the old pole. Except as specified in Paragraph 10.3, in the event such transfer is not completed within sixty (60) days after the time specified in the notice given by the pole Owner, the other Party shall assume ownership of the original pole for all purposes at the conclusion of such sixty (60) day period, shall indemnify and hold harmless the former Owner of such pole from all obligations, liabilities, damages, loss, expenses, or charges incurred in connection with such pole thereafter, and shall apply to the former pole Owner the salvage value of the pole, if any, upon delivery of a bill of sale. Should the pole Owner perform any work for the other Party, or the other Party perform any work for the pole Owner to facilitate completion of the above work or in cases of emergency, such as transferring equipment, setting or lowering poles, digging holes, hauling poles, etc., the Party for whom work was performed shall pay, upon receipt of an invoice, the actual cost of such work.

10.3 TPUD reserves the right to transfer FALCON Equipment from the replaced pole to the replacement pole in a reasonable manner consistent with industry practices (a) as an accommodation to and upon the request or consent of FALCON, or (b) upon FALCON failure to transfer its Equipment after TPUD has given an additional ten (10) working days' advance notice, and FALCON will reimburse TPUD for all actual costs incurred. Should TPUD give up the right to serve additional notice immediately following the initial sixty (60) day period, FALCON shall assume ownership of the pole subject to the terms of Paragraph 10.2.

10.4 When a jointly used pole carrying underground conduit connections needs to be replaced, the pole Owner shall attempt to set the new pole in the same hole or, a mutually agreed upon location generally adjacent to the previous hole.

10.5 When FALCON performs maintenance to or removes or replaces it's equipment on a TPUD pole, FALCON must treat all field drilled holes with TPUD approved materials and plug any unused holes, such as those resulting from removal of equipment.

ARTICLE XI ABANDONMENT OF JOINTLY USED POLES

11.1 If the Owner of a jointly used pole desires at any time to abandon the use thereof, it shall give the other Party notice in writing to that effect at least sixty (60) days prior to the date upon which it intends to abandon such pole. In the event that the other Party shall not have removed all of its attachments from such pole by the date specified in the notice, the other Party shall become the owner of the pole, shall indemnify and hold harmless the former Owner of such pole from all obligation, liability, damages, costs, expenses, or charges incurred in connection with such pole thereafter, and upon receipt of an invoice and bill of sale therefor, shall pay to the former pole Owner the value, in place, at that time, of such abandoned pole, less cost of removal, but in no event less than zero even should such value fall below zero. Credit shall be allowed for any payments made by the other Party under the provisions of Article IX.

11.2 The Party with Equipment attached to a pole may, at any time, abandon the use of jointly used pole by giving the pole Owner notice in writing and by removing any and all attachments such Party may have thereon. Such Party shall continue to be subject to rental obligations on the abandoned pole until its Equipment has been removed from the pole and such Party shall not be entitled to any refund or credit related to the annual rental for the use of such pole.

ARTICLE XII GUYS AND ANCHORS

12.1 A Party requesting attachment of Equipment to a new pole shall be responsible for the installation of guys sufficient in size and strength to support its Equipment on the new pole.

12.2 When, in the opinion of both Parties, existing anchors are adequate in size and strength to support the equipment of both Parties, the other Party may attach its guys thereto at no additional cost. When anchors are not of adequate size and strength, the Party requiring additional anchors shall, at its own expense, place additional anchors or replace existing anchors with anchors adequate in size and strength for the use of both Parties. The ownership of anchors so replaced shall vest immediately in the owner of the pole.

ARTICLE XIII
SPECIFICATIONS

13.1 The Specifications of each Party for the construction, operation, and maintenance of its respective poles and other facilities that are jointly used or involved in joint use shall be in accordance with accepted modern practices and shall be no less stringent than the requirements of the National Electrical Safety Code or the latest supplement or revision thereof and the distribution construction standards of TPUD or the latest supplement or revision thereof; provided that in the event a lawful requirement of any governmental authority or agency having jurisdiction may be more stringent, the latter will govern. Modification of, additions to, or construction practices supplementing wholly or in part the requirements of the National Electrical Safety Code and the distribution construction standards of TPUD may, when accepted by both Parties hereto, likewise govern joint use of poles.

13.2 Attachments by either Party on a pole of the other Party shall be made and maintained in accordance with a reasonable aesthetic criteria mutually agreed to by both parties. Such aesthetic criteria shall apply without being limited to the type and design of the attachment, circuit arrangements, conductor or cable sags, and service drop arrangements within the provisions of Section 13.1.

13.3 Unless otherwise agreed in writing, attachments shall be made in conformance with the TPUD distribution construction standards.

13.4 FALCON (including its employees and contractors) shall not enter the electric utility space for any purpose including making connections to the TPUD neutral. If FALCON requires grounding on an existing pole where grounding conductor does not exist, FALCON shall request TPUD to install grounding at the sole expense of FALCON. The ownership of Grounds shall vest immediately in the owner of the pole.

ARTICLE XIV
EXISTING CONTRACTS

14.1 This Agreement constitutes the entire Agreement between the Parties and it supersedes all prior negotiations, agreements and representations, whether oral or written, between the Parties relating to the subject matter of this Agreement; provided, however, that (i) Equipment currently attached to poles in accordance with approvals granted by the Owner under prior agreements and applications in progress for permits, shall continue in effect under the terms and conditions of this Agreement; (ii) nothing herein shall relieve either Party from obligations and liabilities that arose or were incurred under prior agreements; and (iii) any rental obligations of the Parties currently in arrears under any prior agreement shall be recalculated according to the terms of this Agreement as of the effective date hereof. This Agreement can only be modified or amended in writing by authorized representatives of the Parties.

ARTICLE XV
BREACH AND REMEDIES

15.1 If either Party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after notice thereof has been provided to the defaulting Party, the Party not in default may exercise any of the remedies available to it. The remedies available to each Party shall

include, without limitation: (i) refusal to grant any additional joint use to the other Party until the default is cured; (ii) termination, without further notice, of this Agreement as far as concerns the further granting of joint use; (iii) litigation for injunctive relief; (iv) litigation for damages and costs; (v) substitute performance as provided in Section 15.2; and (vi) litigation to recover sums due.

15.2 If either Party shall default in the performance of any work that is obligated to do under this Agreement, the other Party may elect to do such work, and the party in default shall reimburse the other Party for the cost thereof within sixty (60) days after receipt of an invoice therefor.

15.3 In the event either party is required to bring suit for the collection of amounts due or the enforcement of any right hereunder, the prevailing Party shall be entitled to recover its reasonable attorney's fees, including attorney's fees at trial and on appeal.

ARTICLE XVI RIGHT TO TERMINATE FURTHER GRANTING OF JOINT USE

16.1 Subject to the provisions of Article XV, this Agreement may be terminated by either Party, so far as concerns further granting of joint use by either Party, upon sixty (60) days' notice to the other Party; provided, however, that notwithstanding such termination, this Agreement shall remain in full force and effect with respect to all poles jointly used under the terms of this Agreement by the Parties at the time of such termination.

ARTICLE XVII TERMINATION OF AGREEMENT

17.1 The Agreement shall remain in full force and effect unless and until it is terminated by either Party upon three hundred sixty-five (365) days notice to the other Party. If this Agreement is terminated, FALCON shall remove all of its Equipment from TPUD poles and TPUD shall remove all of its Equipment from FALCON poles within two years after termination of this Agreement. All of the applicable provisions of this Agreement, specifically including the payment of rent for joint use poles, shall remain in full force and effect with respect to any and all Equipment of either Party remaining upon poles of the other Party until such time as all such Equipment has been removed.

ARTICLE XVIII OBTAINING NECESSARY CONSENTS FOR ATTACHMENTS

18.1 The Applicant shall be responsible for obtaining from public authorities and private owners of real property and maintaining in effect any and all consents, permits, licenses or grants necessary for the lawful exercise of the permission granted under any approved application. The Owner shall in no way be liable or responsible in the event the Applicant shall at any time be prevented from placing or maintaining its equipment on the Owner's poles because Applicant lacks the necessary consents, permits, licenses or grants.

ARTICLE XIX
LIABILITY AND DAMAGES

19.1 FALCON agrees to indemnify and hold harmless TPUD, its directors, officers, employees, and agents against and from any and all claims, demands, suits, losses, costs, and damages, including attorney's fees, for or on account of bodily or personnel injury to, or death of, any person(s), including without limitation FALCON's employees, agents, representatives and subcontractors of any tier, or loss or damage to any property of FALCON, or any third party, to the extent resulting from any negligent act, omission, or fault of FALCON, its employees, agents, representatives, or subcontractors of any tier, their employees, agents, or representatives, in the exercise performance or nonperformance of FALCON's rights or obligations under this Agreement. Except for liability caused by the sole negligence of TPUD, FALCON shall also indemnify and hold harmless TPUD from and against any and all claims, demands, suits, losses, costs, and damages, including attorney's fees, arising from any interruption, discontinuance, or interference with FALCON's service to its customers which may be caused, or which may be claimed to have been caused, by any action of TPUD pursuant to or consistent with this Agreement.

19.2 TPUD agrees to indemnify and hold harmless FALCON, its directors, officers, employees and agents against and from any and all claims, demands, suits, losses, costs, and damages, including attorney's fees, for or on account of bodily or personal injury to, or death of, any person(s), including without limitation to TPUD employees, agents, representatives and subcontractors of any tier, or loss of or damage to any property of TPUD, or any third party, to the extent resulting from any negligent act, omission, or fault of TPUD, its employees, agents, representatives, or subcontractors of any tier, their employees, agents, or representatives, in the exercise, performance or non performance of TPUD's rights or obligations under this Agreement. Except for liability caused by the sole negligence of FALCON, TPUD shall also indemnify and hold harmless FALCON from and against any and all claims, demands, suits, losses, costs, and damages, including attorney's fees, arising from any interruption, discontinuance, or interference with TPUD's service to its customers which may be caused, or which may be claimed to have been caused, by any action of FALCON pursuant to or consistent with this Agreement.

19.3 The indemnifying Party shall have the right to defend the other regarding any claims, demands or causes of action indemnified against. Each Party shall give the other prompt notice of any claims, demands or causes of actions for which the other may be required to indemnify under this Agreement. Each Party shall fully cooperate with the other in the defense of any such claim, demand or cause of action. Neither shall settle any claim, demand or cause of action relating to a matter for which such party is indemnified with the written consent of the indemnitor.

ARTICLE XX
ASSIGNMENT OF RIGHTS

20.1 Neither Party shall assign, transfer, or otherwise dispose of this Agreement or any of its rights, benefits or interests under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. No assignment of this Agreement shall operate to discharge the assignor of any duty or obligation hereunder without the written consent of the other Party. Each Party may assign all its rights and obligations under this Agreement to its parent corporation, to its subsidiary corporation, to a subsidiary of its parent corporation, to its survivor in connection with the corporate re-organization, or any corporation acquiring all or substantially all of its property or to any corporation into which it is merged or consolidated.

ARTICLE XXI
NOTICE

21.1 Unless otherwise specified herein, all notices concerning this Agreement shall be addressed to:

Tillamook People's Utility District at:

Tillamook P.U.D.
Attn: Engineering Dept.
P O Box 433
Tillamook OR 97141

FALCON at:

1344 Hwy 101
LINCOLN CITY OR.
97367

or at such other addresses as may be designated in writing to the other party.

21.2 Unless otherwise provided herein, notices to the addresses specified in Section 21.1 shall be sent by United States mail or by personal delivery.

ARTICLE XXII
CHOICE OF LAW

22.1 In the event of any legal action to enforce any of the terms, conditions, or covenants of this Agreement, the Parties agree that this Agreement shall be interpreted in accordance with the laws of the State of Oregon.

ARTICLE XXIII
WAIVER

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

ARTICLE XXIV
MISCELLANEOUS

24.1 The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

24.2 All obligations of the Parties to indemnify, release or make payments to each other which have accrued prior to the termination of this Agreement shall survive such termination.

ARTICLE XXV
INTERPRETATION

25.1 References to article and sections are references to the relevant portion of this Agreement.

25.2 A reference of business or working days shall refer to days other than a Saturday, Sunday or federal holiday when banks are authorized to be closed.

25.3 The headings are inserted for convenience and shall not affect the construction of this Agreement.

25.4 Attachments A and B are attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first herein written.

FALCON

TILLAMOOK PEOPLE'S UTILITY DISTRICT

By: [Signature]

By: [Signature]

Title: REGIONAL MANAGER

Title: General Manager

Date: 7-7-99

Date: 7/12/99

ATTACHMENT A

I. INTEREST RATE

Eighteen (18) percent per annum compounded daily
(Reference Article V, Paragraph 5.2 & Article VIII, Paragraph 8.1).

II. UNAUTHORIZED ATTACHMENT CHARGE

\$60.00 PER POLE
(Reference Article V, Paragraph 5.4).

III. BASIC POLE HEIGHT

Forty (40) ft. Class 4, FIR or Equivalent
(Reference Article IX, Paragraph 9.1a).

ATTACHMENT B

PAGE 1 OF 1

COMPUTATION OF ANNUAL POLE ATTACHMENT RENTAL RATE
TILLAMOOK PUD

A. Net Investment Per Bare Pole

(1)	Investment in poles, grounds, anchor and guy support equipment	\$5,267,093	
(2)	Less depreciation reserve associated with Item (1)	\$1,384,192	
(3)	Net investment in poles and support equipment	\$3,882,901	
(4)	Total number of poles	<u>±22,564</u>	
			\$172.08 (PV)

B. Annual Carrying Charge

(1)	Depreciation Expenses	<u>4.3%</u>	
(2)	Administration and General Expenses	<u>7.1%</u>	
(3)	Maintenance Expenses	<u>6.6%</u>	
(4)	Taxes	<u>1.8%</u>	
(5)	Cost of capital	<u>8.1%</u>	
			<u>27.9% (CC)</u>

C. Use Ratio

(1)	Average Pole Height	<u>36.91'</u>	
(2)	Non-useable space on pole, in feet		
	(a) Below Ground	<u>6.00'</u>	
	(b) Ground Clearance	<u>20.00'</u>	
	(d) Safety Clearance	<u>3.33'</u>	
		<u>29.33'</u>	
(3)	Usable space on pole, in feet	<u>7.58'</u>	
	(a) Space rented by FALCON	<u>1.00'</u>	
	(b) Percent of Useable Space	<u>13.19%</u>	

D. Annual Pole Attachment Rate

(PV) X (CC) X (PR) = (\$172.08)*(27.9%)*(13.19%)	\$ <u>6.33</u>
--------------------------------------------------	----------------

Exhibit E

Oregon Public Utility Commission Policy
Safety Provisions for Joint-Use of Poles

The Public Utility Commission has adopted this policy as a reasonable and prudent practice to ensure safety of Oregon's overhead rights-of-way.

1. Purpose

The purpose of this policy is to ensure the safe and efficient use of overhead line rights-of-way. This policy establishes provisions necessary to ensure compliance with the National Electrical Safety Code (NESC) as required by ORS 757.035, OAR 860-024-0010 and OAR 860-034-0430 as interpreted by the administrative authority. Refer to applicable NESC rules, with a focus on rules 012, 013, 213, 214, 217, 220, 221, and 222.

2. Scope

This policy applies to all electric and telecommunication system owners or operators (including utilities), and other authorized entities that attach lines, equipment, or devices to joint-use poles.

3. Definitions (For other definitions, see the NESC Section 2, Definitions)

Attachment Project. Any addition, modification or removal of any electric supply line, signal line, device, apparatus, equipment, or structural member that materially changes the clearance, mechanical, structural, or electrical characteristics of the joint-pole installation. Maintenance replacements that do not modify the installation or affect other joint-pole users are intended to be exempted.

Joint-pole users. All utilities or entities with line, equipment, or device attachment(s) on a specified pole or joint-pole installation, including the pole owner and the electric joint-user.

Modifying entity. Any utility or entity planning or carrying out an attachment project to a pole installation(s).

4. Notification and Coordination

a. The modifying entity shall give prior written notification to the pole owner for each attachment project. The modifying entity shall receive written preauthorization from the pole owner before attaching. The notification shall be given in a timely manner to allow for ample engineering and coordination by affected joint-pole users. Sufficient coordination including submittal of project plans and exchange of information shall take place between joint-pole users so that the attachment does not create a NESC violation or conflict. Written notifications, authorizations, project plans and certifications shall be transmitted by paper or by electronic means using computers, fax, e-mail, Internet, etc.

b. **Exception.** Where NESC compliance can be assured, the modifying entity may be exempted from any of the written documentation provisions associated with prenotification, project plans, project certification or pole owner authorization at the pole-owner's discretion. This should only apply if the modifying entity has a written agreement with the pole owner that such submittals are unnecessary under specified conditions and limitations.

5. Engineering and Project Planning

Each attachment project shall involve sufficient planning by the modifying entity to ensure NESC compliance during construction and upon completion. The project plans shall include sufficient design drawings and specifications so that qualified personnel can safely make the attachments in compliance with the NESC and joint-pole agreements. Except as noted in paragraph 4.b., written project plans shall be submitted to the pole owner prior to commencing the attachment project.

6. Qualified Personnel

Joint-pole users shall only use trained qualified persons to work on joint-pole installations. Qualified persons shall be knowledgeable in applicable NESC rules and must be able to demonstrate competence as required by NESC rule 420.A.1. They shall also be trained to recognize and prevent NESC violations and conflicts, and to keep safe working clearances from energized lines and equipment.

7. Inspection, Maintenance and Compliance Responsibilities

(The below applies to both new and existing joint-pole installations.)

- a. Each joint-pole user shall take appropriate means to ensure the safety of its lines and devices.
- b. Each joint-pole user shall promptly respond to pole-owner notifications related to, but not limited to, maintenance, relocation, rearrangement, violations, or abandonment of joint-pole installations.
- c. Except as noted in 4.b. above, upon completion of an attachment project, the modifying entity shall give written certification to the pole owner that the attachment project is complete and complies with the NESC.
- d. Each joint-pole user shall conduct sufficient inspections and prompt repairs to ensure ongoing NESC compliance of its lines and facilities. In cases where discovered safety violations cannot be corrected safely or in a timely manner, the pole owner shall be notified promptly of the conditions.
(Also, refer to NESC rule 214 and PUC Staff policy on "Requirements for Line Inspection by Utility Operators.")
- e. Each joint-pole user shall ensure that its employees and employed contractors are following project plans, joint-use agreements, standard practices, and NESC rules.
- f. Joint-pole users that fail to promptly correct their NESC violations are responsible for costs including inspection, design, coordination, repair, etc. that the pole owner incurs in correcting such violations and in ensuring joint-use safety. Refer to OAR 860-022-0055(8).

8. Pole Owner Responsibilities

- a. The pole owner must promptly respond to all notifications so that attachment projects and safety violation corrections are not unduly delayed. The pole owner may deny access if the attachment project will result in safety, reliability, and generally accepted engineering standards not being met.
- b. Each pole owner should have written standard practices that address construction standards and communication protocols to be followed by joint-pole users. The standards should specify any obligations that exceed NESC regulations. These standards should also address communication methods and contacts for notifications, project plans, authorizations, and compliance certifications. These standards should be made readily available to requesting entities.

9. Electric Joint-Pole User Responsibilities

Special coordination is required for joint-use poles supporting high voltage lines (over 600 volts) where the poles are not owned by the electric joint-pole user. In such cases, the electric joint-pole user shall have agreements with the pole owner to ensure the structural integrity and safety of the electric lines.

10. Record-Keeping and Administration

Each joint-pole user shall perform the necessary administration and record-keeping to ensure that activities and responsibilities addressed in this policy and NESC Rule 214A-4 are being carried out.

Approved by Oregon Public Utility Commission on February 18, 1997

Exhibit F

(83100)

360 S. Monroe St., Suite 500
Denver, CO 80209 (303) 285-1880

Stub 1 of 1
Check Date: 12/03/01

NO. 00059213

INVOICE NO.	DATE	DESCRIPTION	GROSS	DEDUCTIONS	AMOUNT PAID
T80840	10/22/01	EPICTS Capital Invoice	5,841.74		5,841.74
T80940	10/22/01	EPICTS Capital Invoice	6,522.58		6,522.58
T80953	11/26/01	EPICTS Capital Invoice	7,580.50		7,580.50
T80999	10/22/01	EPICTS Capital Invoice	9,070.83		9,070.83
T81004	10/22/01	EPICTS Capital Invoice	8,033.89		8,033.89
T81005	10/22/01	EPICTS Capital Invoice	5,057.93		5,057.93
T81006	10/26/01	EPICTS Capital Invoice	27,750.41		27,750.41
T81010	10/22/01	EPICTS Capital Invoice	3,887.88		3,887.88
T81015	10/22/01	EPICTS Capital Invoice	11,631.02		11,631.02
T81016	10/22/01	EPICTS Capital Invoice	6,163.35		6,163.35
T81099	10/29/01	EPICTS Capital Invoice	4,128.55		4,128.55
			95,668.68		95,668.68

140571 TILLAMOOK PEOPLES UTILITY

WARNING: ORIGINAL DOCUMENT HAS INVISIBLE FLUORESCENT FIBERS & CHEMICAL REACTIVE PAPER



360 S. Monroe St., Suite 500
Denver, CO 80209 (303) 285-1880

80-176913/0815
FIRSTAR
MEMPHIS, MO

NO. 00059213

140571 12/03/01 \$*****95,668.68

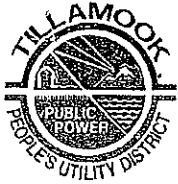
PAY NINETY FIVE THOUSAND SIX HUNDRED SIXTY EIGHT AND 68/100 *****

TO TILLAMOOK PEOPLES UTILITY
THE PO BOX 433
ORDER TILLAMOOK OR 97141--
OF

Randy Kelly
AUTHORIZED SIGNATURE

THE FACE OF THIS CHECK HAS A VOID FEATURE PANTOGRAPH, A MICROTYPE BORDER, AND A SECURITY BACKER.

⑈00059213⑈ ⑆081517693⑆ 3500722008⑈



Tillamook People's Utility District

Directors
Donita J. Dials
William G. Goodman
Harry E. Hewitt
Edwin L. Jenkins
Barbara A. Trout

A Customer-Owned Electric Utility

Office: 503-842-2535 • Toll-free: 800-422-2535 • Fax: 503-842-4161 • Email: service@tpud.org

INVOICE

Patrick F. Ashby
GENERAL MANAGER

Invoice submitted to:

October 22, 2001

BRUCE CLARK
CHARTER COMMUNICATIONS
1344 NE HWY 101
LINCOLN CITY, OR 97367

COPY

PUD Workorder Number:	T8-0840
Job Number:	DQ53-1
Job Date:	<u>July 2, 2001</u> through <u>July 5, 2001</u>
Job Description:	Insert and frame four new poles for TV attachments. Pole numbers: 2-01-09-06-4103, 2-01-09-07-5802, 2-01-09-07-6805, and 2-01-0-07-7701
<u>Direct Labor</u>	<u>Total</u>
Labor for a 4 man crew, 2 flaggers and 3 pieces of equipment (1 bucket truck, 1 line truck and 1 one-ton ttk)	\$ 4,251.40
<u>Direct Materials</u>	1,590.34

TOTAL DUE	\$ 5,841.74

If you have any concerns regarding this invoice, please contact Shirley Scott at 503-842-2535, extension 212.

Please return a copy of this Invoice, with your payment, in the enclosed envelope.



Tillamook People's Utility District

Directors
 Donita J. Dials
 William G. Goodman
 Harry E. Hewitt
 Edwin L. Jenkins
 Barbara A. Trout

A Customer-Owned Electric Utility Office: 503-842-2535 • Toll-free: 800-422-2535 • Fax: 503-842-4161 • Email: service@tpud.org

INVOICE

Patrick F. Ashby
GENERAL MANAGER

Invoice submitted to:

October 22, 2001

BRUCE CLARK
 CHARTER COMMUNICATIONS
 1344 NE HWY 101
 LINCOLN CITY, OR 97367

COPY

PUD Workorder Number:	T0-0940
Job Number:	CG44-7
Job Date:	July 12, 2001 through July 16, 2001
Job Description:	<p>Replace 40-5 with 45-4 pole, raise primary riser, replace #1 URD primary from pole 4508 to vault 4580, and install two DGS and two anchors for TV attachments.</p> <p>Location: Necarney & Horizon, Manzanita.</p> <p>Pole numbers: 1-03-10-32-4508 and 1-03-10-32-4580</p>
<u>Direct Labor</u>	<u>Total</u>
Labor for a 4 man crew and 3 pieces of equipment (1 bucket truck, 1 line truck and 1 one-ton trk)	\$ 4,806.14
<u>Direct Materials</u>	1,716.44
TOTAL DUE	\$ 6,522.58

If you have any concerns regarding this invoice, please contact Shirley Scott at 503-842-2535, extension 212.

Please return a copy of this invoice, with your payment, in the enclosed envelope.



Tillamook People's Utility District

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A Customer-Owned Electric Utility

Office: 503-842-2535 • Toll-free: 800-422-2535 • Fax: 503-842-4161 • Email: service@tpud.org

INVOICE

Patrick F. Ashby
GENERAL MANAGER

Invoice submitted to:

October 26, 2001

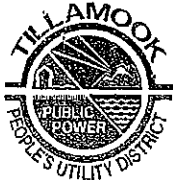
BRUCE CLARK
CHARTER COMMUNICATIONS
1944 NE HWY 101
LINCOLN CITY, OR 97367

PUD Workorder Number:	TB-0953
Job Number:	CC51-1,6,7,8
Job Date:	<u>July 20, 2001</u> through <u>July 25, 2001</u>
Job Description:	Replace 35-5 pole with a 40-4 pole for TV Clearance. Install new 40-4 pole and straighten 3 poles.
Location:	Hwy 53 South of McDonald Road
Pole numbers:	1-03-10-24-4202, 1-03-10-24-5100, 1-03-10-24-5101, 1-03-10-24-5102 and 1-03-10-25-5607
Direct Labor	Total
Labor for a 4 man crew, 2 flaggers and 3 pieces of equipment (1 bucket truck, 1 line truck and 1 one-ton trk)	\$ 6,661.36
Direct Materials	1,263.92
Credit for overpayment of workorders: R1-2641 and R1-2569	<u>(344.78)</u>
TOTAL DUE	\$ 7,580.50

COPY

If you have any concerns regarding this invoice, please contact Shirley Scott at 503-842-2535, extension 212.

Please return a copy of this invoice, with your payment, in the enclosed envelope.



Tillamook People's Utility District

Directors
 Donita J. Dials
 William G. Goodman
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A Customer-Owned Electric Utility Office: 503-842-2535 • Toll-free: 800-422-2535 • Fax: 503-842-4161 • Email: service@tpud.org

INVOICE

Patrick F. Ashby
 GENERAL MANAGER

Invoice submitted to:

October 22, 2001

BRUCE CLARK
 CHARTER COMMUNICATIONS
 1344 NE HWY 101
 LINCOLN CITY, OR 97367

COPY

PUD Workorder Number:	T8-0999
Job Number:	DG45-10
Job Date:	June 13, 2001 through June 18, 2001
Job Description:	<p>Replace 40-4 pole with 45-4 pole. Work was done on a corner in a high traffic area on Highway 101. Job was extremely difficult to perform because of this and other factors: difficult location, rock hole, heavy timbers, heavy wire, jumper work necessary to perform transfer hot, double dead-end and 3-phase reclosure. All factors contributed to highly labor intensive job to perform which increases costs.</p> <p style="margin-left: 40px;">Location: Pirates Cove on Highway 101 north of Garibaldi</p> <p style="margin-left: 40px;">Pole numbers: 1-01-10-21-1504</p>
<u>Direct Labor</u>	<u>Total</u>
Labor for a 4 man crew, 2 flaggers and 3 pieces of equipment (1 bucket truck, 1 line truck and 1 one-ton truck)	\$ 8,282.69
<u>Direct Materials</u>	788.14
TOTAL DUE	\$ 9,070.83

If you have any concerns regarding this invoice, please contact Shirley Scott at 503-842-2535, extension 212.

Please return a copy of this invoice, with your payment, in the enclosed envelope.



Tillamook People's Utility District

Directors
Donita J. Dials
William G. Goodman
Harry E. Hewitt
Edwin L. Jenkins
Barbara A. Trout

A Customer-Owned Electric Utility • Office: 503 842-2535 • Toll-free: 800 422-2535 • Fax: 503 842-4161 • Email: service@tpud.org

INVOICE

Patrick F. Ashby
GENERAL MANAGER

October 22, 2001

Invoice submitted to:

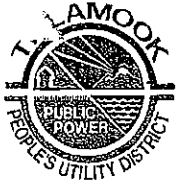
BRUCE CLARK
CHARTER COMMUNICATIONS
1344 NE HWY 101
LINCOLN CITY, OR 97367

COPY

PUD Workorder Number:	T8-1004
Job Number:	CO45-1
Job Date:	<u>June 18, 2001</u> through <u>June 20, 2001</u>
Job Description:	<p>Replace 45-4 pole with 50-2 pole. Work was done in a high traffic area on Highway 101. Job was extremely difficult to perform because of this and other factors: difficult location, wires at angle due to taller pole for TV Clearance, jumper work necessary to perform transfer hot, double dead-end pole, and it was necessary to hand dig two anchors. All factors contributed to a highly labor intensive job to perform which increased costs.</p> <p>Location: Pirates Cove on Highway 101 near RV park at Jetty Creek)</p> <p>Pole numbers: 1-01-10-17-8501</p>
Direct Labor	Total
Labor for a 4 man crew, 2 flaggers and 3 pieces of equipment (1 bucket truck, 1 line truck and 1 one-ton trk)	\$ 7,022.78
Direct Materials	1,011.11
TOTAL DUE	\$ 8,033.89

If you have any concerns regarding this invoice, please contact Shirley Scott at 503-842-2535, extension 212.

Please return a copy of this invoice, with your payment, in the enclosed envelope.



Tillamook People's Utility District

Directors
Donita J. Dials
William G. Goodman
Harry E. Hewitt
Edwin L. Jenkins
Barbara A. Trout

A Customer-Owned Electric Utility Office: 503 842-2535 • Toll-free: 800 422-2535 • Fax: 503 842-4161 • Email: service@tpud.org

INVOICE

Patrick F. Ashby
GENERAL MANAGER

Invoice submitted to:

October 22, 2001

BRUCE CLARK
CHARTER COMMUNICATIONS
1344 NE HWY 101
LINCOLN CITY, OR 97367

COPY

PUD Workorder Number:	T8-1005
Job Number:	BW53-3
Job Date:	<u>July 18, 2001</u> through <u>July 19, 2001</u>
Job Description:	Replace 40-5 pole with a 45-4 pole for TV Clearance. Job costs were increased due to lack of access to pole (pole on bank behind mobile home) and because phases had to be moved. Location: 41415 Hwy 53 Pole numbers: 1-03-09-07-4200
<u>Direct Labor</u>	<u>Total</u>
Labor for a 4 man crew, and 3 pieces of equipment (1 bucket truck, 1 line truck and 1 one-ton trk)	\$ 4,162.96
<u>Direct Materials</u>	894.97

TOTAL DUE	\$ 5,057.93

If you have any concerns regarding this invoice, please contact Shirley Scott at 503-842-2535, extension 212.

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Tillamook People's Utility District

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INVOICE

Patrick F. Ashby
 GENERAL MANAGER

Invoice submitted to:

October 26, 2001

BRUCE CLARK
 CHARTER COMMUNICATIONS
 1344 NE HWY 101
 LINCOLN CITY, OR 97367

COPY

PUD Workorder Number:	T8-1006
Job Number:	CL45-1
Job Date:	June 21, 2001 through July 2, 2001
Job Description:	Replace 45-4 pole with 50-2 pole, replace 40-5 pole with 45-4 pole, replace 45-4 pole with 50-2 pole and replace 3 - 4/0 AL conductor with 3 - 4/0 conductor. Replace 1 - #1 ALURD with 1 - #1 ALURD.
Location:	30780 Hwy 101
Pole numbers:	1-02-10-09-1700, 1-02-10-09-1802, 1-02-10-09-1600 and 1-02-10-09-2600
<u>Direct Labor</u>	<u>Total</u>
Labor for a 4 man crew, 2 flaggers and 3 pieces of equipment (1 bucket truck, 1 line truck and 1 one-ton trk)	\$ 18,809.02
<u>Direct Materials</u>	8,941.39
TOTAL DUE	<u>\$ 27,750.41</u>

If you have any concerns regarding this invoice, please contact Shirley Scott at 503-842-2535, extension 212.

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Tillamook People's Utility District

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INVOICE

Patrick F. Ashby
GENERAL MANAGER

Invoice submitted to:

October 22, 2001

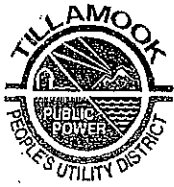
BRUCE CLARK
CHARTER COMMUNICATIONS
1344 NE HWY 101
LINCOLN CITY, OR 97367

COPY

PUD Workorder Number:	T8-1010
Job Number:	DE43-13
Job Date:	<u>July 16, 2001</u> through <u>July 17, 2001</u>
Job Description:	Replace 45-4 pole with a 50-2 pole for TV Clearance and straighten pole.
Location:	8370 Cedar Avenue, Barview
Pole numbers:	1-01-10-17-2307 and 1-01-10-17-2308
Direct Labor	Total
Labor for a 4 man crew, and 3 pieces of equipment (1 bucket truck, 1 line truck and 1 one-ton trk)	\$ 2,787.82
Direct Materials	1,100.06
TOTAL DUE	\$ 3,887.88

If you have any concerns regarding this invoice, please contact Shirley Scott at 503-842-2535, extension 212.

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INVOICE

Patrick F. Ashby
GENERAL MANAGER

Invoice submitted to:

October 22, 2001

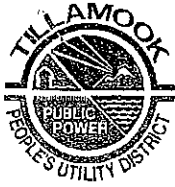
BRUCE CLARK
CHARTER COMMUNICATIONS
1344 NE HWY 101
LINCOLN CITY, OR 97367

COPY

PUD Workorder Number:	T8-1015
Job Number:	DG44-9
Job Date:	June 5, 2001 through June 11, 2001
Job Description:	Replace 45-4 pole with 50-2 pole. Work was done in a high traffic area on Highway 101. Job was extremely difficult to perform because extenuating factors: difficult location, rock hole, heavy timbers, heavy wire, jumper work necessary to perform transfer hot, double dead-end and 3-phase reclosure. All factors contributed to highly labor intensive job to perform which increases costs. Location: Pirates Cove on Highway 101 north of Garlbaldi Pole number: 1-01-10-20-7502
Direct Labor	Total
Labor for a 4 man crew, 2 flaggers and 3 pieces of equipment (1 bucket truck, 1 line truck and 1 one-ton trk)	\$ 10,734.76
Direct Materials	896.26
TOTAL DUE	\$ 11,631.02

If you have any concerns regarding this invoice, please contact Shirley Scott at 503-842-2535, extension 212.

Please return a copy of this invoice, with your payment, in the enclosed envelope.



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INVOICE

Patrick F. Ashby
 GENERAL MANAGER

Invoice submitted to:

October 22, 2001

BRUCE CLARK
 CHARTER COMMUNICATIONS
 1344 NE HWY 101
 LINCOLN CITY, OR 97367

COPY

PUD Workorder Number:	T8-1016
Job Number:	DG46-191
Job Date:	<u>June 4, 2001</u> through <u>June 13, 2001</u>
Job Description:	Replace 45-4 pole with a 50-2 pole for TV Clearance. Job completed hot in order to provide uninterrupted service to customers, and existing pole was a double dead-end which requires more labor intensive framing. All factors listed reflect increase cost in work performed. Area required flaggers. Location: Marina RV Park at Garibaldi Pole numbers: 1-01-10-21-8501 and 1-01-10-21-8580
<u>Direct Labor</u> Labor for a 4 man crew, 2 flaggers and 3 pieces of equipment (1 bucket truck, 1 line truck and 1 one-ton trk)	<u>Total</u> \$ 5,147.83
<u>Direct Materials</u>	1,015.52
TOTAL DUE	<hr style="width: 10%; margin: 0 auto;"/> \$ 6,163.35

If you have any concerns regarding this invoice, please contact Shirley Scott at 503-842-2535, extension 212.

Please return a copy of this invoice, with your payment, in the enclosed envelope.



Tillamook People's Utility District

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INVOICE

Patrick F. Ashby
GENERAL MANAGER

October 29, 2001

Invoice submitted to:

BRUCE CLARK
CHARTER COMMUNICATIONS
1344 NE HWY 101
LINCOLN CITY, OR 97367

COPY

PUD Workorder Number:	Ta-1099
Job Number:	CD48-3-4
Job Date:	<u>July 23, 2001</u> through <u>July 24, 2001</u>
Job Description:	Replace 40-4 pole with a 45-4 pole for TV Clearance.
Location:	36490 Moores Road, Nehalem, Oregon
Pole numbers:	1-03-10-27-4604
<u>Direct Labor</u>	<u>Total</u>
Labor for a 4 man crew, and 3 pieces of equipment (1 bucket truck, 1 line truck and 1 one-ton trk)	\$ 3,251.69
<u>Direct Materials</u>	876.86
TOTAL DUE	\$ <u>4,128.55</u>

If you have any concerns regarding this invoice, please contact Shirley Scott at 503-842-2535, extension 212.

Please return a copy of this invoice, with your payment, in the enclosed envelope.

Exhibit G



Tillamook People's Utility District

Directors
William G. Goodman
Harry E. Hewitt
Edwin L. Jenkins
Ken R. Phillips
Barbara A. Trout

A Customer-Owned Electric Utility

Office: 503 842-2535 • Toll-free: 800 422-2535 • Fax: 503 842-4161 • Email: service@tpud.org

INVOICE

Patrick F. Ashby
GENERAL MANAGER

Invoice submitted to:

November 25, 2003

JOE PIERRE
CHARTER COMMUNICATIONS
1344 NE HWY 101
LINCOLN CITY, OR 97367

COPY

PUD Workorder Number:	T9-0022
Job Number:	26033
Job Date:	September 30, 2003 through October 2, 2003
Job Description:	Insert Primary Pole, Remove Secondary Pole with violation Location of pole: 7980 Kilchs River Road TPUD pole number: 2-01-09-06-6502 NJUN number: 284851
Direct Labor	<u>Total</u> \$ 1,519.61
Direct Materials	552.83
TOTAL DUE	<u>\$ 2,072.44</u>

If you have any concerns regarding this invoice, please contact Patty Jepson at 503-842-2535, extension 238.

Please return a copy of this invoice, with your payment, in the enclosed envelope.

1115 Pacific Avenue • P. O. Box 433 • Tillamook, Oregon 97141-0433
Tillamook People's Utility District is an Equal Opportunity Employer

CHARGE WO # T90022
JOB #: 26033

REIMBURSIBLE TROUBLE CALL

BILL TO: CHARTER COMMUNICATIONS
1344 N E HWY 101
LINCOLN CITY, OR 97367

LOCATION OF WORK TO BE DONE: 7980 KILCHIS RIVER RD

PUD POLE #(S): 2-01-09-06-6502

WORK TO BE DONE: INSERT PRIMARY POLE, REMOVE
SECONDARY POLE WITH VIOLATION.

NJLANS # 284851

SKETCH OF WORK AREA: (use back if necessary)

SEE ATTACHMENT

STAKED BY: TERRY BLANK
ESTIMATED COST OF WORK: \$ 3689.00
DATE WORK COMPLETE: _____
MATERIAL USED: (attach material sheet)

AUTHORIZATION

Charter Communications agrees to reimburse the Tillamook PUD the above estimated amount for this work to be done to accommodate connection of their facilities.

Date: 9/30/03

BY: [Signature]

TITLE: Construction Tech

Released to OPS
9/30/03



Tillamook People's Utility District

Directors
William G. Goodman
Harry E. Hewitt
Edwino L. Jenkins
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Barbara A. Trout

A Customer-Owned Electric Utility

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INVOICE

Patrick F. Ashby
GENERAL MANAGER

November 25, 2003

Invoice submitted to:

JOE PIERRE
CHARTER COMMUNICATIONS
1344 NE HWY 101
LINCOLN CITY, OR 97367

COPY

PUD Workorder Number:	T9-0027
Job Number:	26105
Job Date:	October 23, 2003 through October 24, 2003
Job Description:	Taller Pole Change Out Location of pole: M.P. 2 Kilchis River Road TPUD pole number: 1-01-08-32-2301 NJUN number: 285866
Direct Labor	<u>Total</u> \$ 1,773.23
Direct Materials	424.87
TOTAL DUE	<u>\$ 2,198.10</u>

If you have any concerns regarding this invoice, please contact Patty Jepson at 503-842-2535, extension 238.

Please return a copy of this invoice, with your payment, in the enclosed envelope.

1115 Pacific Avenue • P.O. Box 433 • Tillamook, Oregon 97141-0433
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CHARGE WO # T90027
JOB #: 26105

REIMBURSIBLE TROUBLE CALL

BILL TO: CHARTER COMMUNICATIONS
1344 N E HWY 101
LINCOLN CITY, OR 97367



LOCATION OF WORK TO BE DONE: M.P. 2 KILCHIS RIVER RD

PUD POLE #(S): 1-01-09-32-2301

WORK TO BE DONE: TALLER POLE CHANGE OUT

SKETCH OF WORK AREA: (use back if necessary)
SEE ATTACHMENT

STAKED BY: TERRY BLANC
ESTIMATED COST OF WORK: \$ 2311.00
DATE WORK COMPLETE: _____
MATERIAL USED: (attach material sheet)

Aljuns 26584dp

AUTHORIZATION

Charter Communications agrees to reimburse the Tillamook PUD the above estimated amount for this work to be done to accommodate connection of their facilities.

Date: 10/20/03
BY: [Signature]
TITLE: Const QC Tech



Tillamook People's Utility District

Directors
William G. Goodman
Harry E. Hewitt
Edwin L. Jenkins
Ken R. Phillips
Barbara A. Trout

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INVOICE

Patrick F. Ashby
GENERAL MANAGER

Invoice submitted to:

December 23, 2003

CHARTER COMMUNICATIONS
ATTN: Dee Dee Howard
1344 NE HWY 101
LINCOLN CITY, OR 97367

COPY

PUD Workorder Number:	T9-0020
Job Number:	26016
Job Date:	<u>October 28, 2003</u> through <u>October 29, 2003</u>
Job Description:	Taller Pole Change Out
Location of pole:	Pullum Lane, Off Klchls River Road
TPUD pole number:	1-01-09-32-9304
NJUN number:	284840
Direct Labor	<u>Total</u> \$ 1,736.78
Direct Materials	\$ 624.08
TOTAL DUE	<u>\$ 2,360.84</u>

If you have any concerns regarding this invoice, please contact Petty Jepsen at 503-842-2535, extension 298.

Please return a copy of this invoice, with your payment, in the enclosed envelope.

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Tillamook People's Utility District is an Equal Opportunity Employer

CHARGE WO # T90020
JOB #: 26016

REIMBURSIBLE TROUBLE CALL

BILL TO: CHARTER COMMUNICATIONS
1344 N E HWY 101
LINCOLN CITY, OR 97367

LOCATION OF WORK TO BE DONE: POLLUM LN, OFF KILCHIS RIVER RD

PUD POLE #(S): 1-01-09-32-8304

WORK TO BE DONE: TALLER POLE CHANGE OUT

ALUMS # 284840

SKETCH OF WORK AREA: (use back if necessary)

SEE ATTACHMENT

STAKED BY: TERRY BLANC
ESTIMATED COST OF WORK: \$ 3160.00
DATE WORK COMPLETE: _____
MATERIAL USED: (attach material sheet)

AUTHORIZATION

Charter Communications agrees to reimburse the Tillamook PUD the above estimated amount for this work to be done to accommodate connection of their facilities.

Date: 9/30/03

BY: [Signature]

TITLE: Construction Tech

Released to O/S
9/30/03