



## AGENDA

### QLife Regular Board Meeting

Thursday, December 5, 2019 | 12:00 pm

Wasco County Courthouse, 511 Washington Street, The Dalles, Oregon

**Deschutes Room – BO8**

- 12:00 Call to Order
- 12:00 Approval of Agenda
- 12:00 Consent Agenda (*items of a routine nature: minutes, documents, items previously discussed*)
  - November 7, 2019 Minutes
- 12:05 Finance
  - Financial Report, Analysis and Reconciliation- Mike Middleton
  - Annual Financial Audit – Merina & Co.
- 12:20 Discussion Items
  - CGCC Scholarship Recipients Josiah Weinman and Dakoda McCoy
  - Aristo Technical Management Report – John Amery
  - NW PUD Audit – Tyler Stone
- 12:20 Lone Pine Update – Dan McNeely
- 12:30 Port Build Update – Dan McNeely
- 12:40 Executive Session (2)(m)(D) & (E) Discuss information regarding security of telecom systems and data transmission; (2)(g) Competitive trade or commerce negotiations

Old/New Business

Next Board Meeting Date: Thursday, January 23, 12:00 PM

Adjourn

*\*Agenda subject to change*

*\*Executive Session held as needed*

An executive session may, in the discretion of the presiding officer, be called based on one or more of the following: ORS 192.660 (2)(a) Consider employment issues; (2)(e) Real property; (2)(f) Consider exempt records or information; (2)(g) Competitive trade or commerce negotiations; (2)(h) Consult with counsel re litigation; (2)(m)(D) & (E) Discuss information regarding security of telecom systems and data transmission.



## *Consent Agenda*

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- [November 7, 2019 Minutes](#)



## MINUTES

QLife Regular Board Meeting  
Tuesday, November 7, 2019  
511 Washington St, Deschutes Conference Room

**Call to Order** President Hege calls the meeting to order at 12:08 PM.

**Roll Call** Scott Hege, Rod Runyon, Lee Weinstein, Darcy Long-Curtiss, John Amery, Kristen Campbell, Keith Mobley, Tyler Stone, Stephanie Krell, Kayla Nelson, and Dan McNeely (via Skype).

### **Changes to the Agenda**

There are no changes to the agenda.

***[[Mr. Weinstein moves to approve the agenda. Ms. Long-Curtiss seconds the motion, which passes unanimously.]]***

### **Approval of the Consent Agenda**

***[[Mr. Weinstein moves to approve the consent agenda. Ms. Long-Curtiss seconds the motion, which passes unanimously.]]***

### **Financial Report**

Ms. Nelson presents the financial report included in the Board Packet and notes that financials are trending as expected. As mentioned in previous meetings, expenses for the Operations fund are lower than this time last fiscal year due to Contracted Services being significantly less.

Ms. Nelson continues by remarking on the Maupin fund, which is at 391% because of the pass-through grant received from the City of Maupin. This is due to the pass-through occurring in a different fiscal year than the one it was budgeted for. Revenue has also started to arrive in the form of Gorge Net receipts.

Mr. Runyon notes that there are a few account lines that are budgeted for but were not expended last fiscal year. Ms. Nelson will look into those accounts to be sure we should not move those budgeted funds elsewhere.

Ms. Long-Curtiss mentions that she received an invitation to a Spectrum event regarding broadband for low-income households. She wonders if there will be any impact to QLife. Mr. Stone replies that QLife would not necessarily feel the impact but providers like Gorge Net and LS Networks might.

Mr. Stone reports to the Board that the broadband market may change due to acquisitions and merging of other local providers. He is unsure as to whether this will lead to partnership opportunities or competition.

### **Discussion Items**

#### **Aristo Technical Management Report**

Mr. Amery informs the Board that QLife is scheduled to meet with a group of BPA staff in December to discuss interconnections, easements and leases.

Repair of the damaged fiber repair around E. 15<sup>th</sup> and Jefferson is complete and vegetation has been cleared.

### **US Cellular 5G Applications**

Mr. Mobley informs the Board that US Cellular has applied for 5G and the City of The Dalles has not made any preparations. When US Cellular applied, a 90 day response deadline was initiated, as required by the FCC. He continues by stating that he has been in contact with Erik Orton of Commstructure to review what we should be doing as an entity.

Mr. Stone worries that if US Cellular and other providers begin installing equipment, this could lead to poles falling out of compliance. Mr. Mobley notes that Northern Wasco PUD proposed installing stub poles aside main poles. He wonders if QLife can mirror a project similar to the one completed in Maupin for the City of The Dalles. That would allow QLife to own the 5G equipment and resolve potential aesthetic, health and pole loading issues. Mr. Mobley is also waiting for a call from a city in Idaho that already has 5G in place to see how they successfully transitioned.

Mr. Stone asks the Board if they would like him to explore this further and the Board is in consensus.

### **Lone Pine Update**

Mr. McNeely calls into the meeting via Skype and informs the Board that he is working with Northern Wasco PUD to install a pole for the railroad crossing. Drawings will be submitted to Mr. Stone this week and Mr. Amery will submit those to ODOT, Union Pacific and the City of The Dalles to begin the permit process.

President Hege asks for an update on financing the project and Mr. Stone notes that the status is always changing. MCMC's consultant is preparing to submit an application for USAC funds. Mr. Stone and Mr. McNeely will schedule a conference call with Mr. Lepper for a status update.

### **Port Build Update**

Mr. McNeely informs the Board that they are still waiting on SHPO permits but believes they should have them in the next few weeks.

### **US Cellular 5G Applications - Continued**

Mr. Stone asks Mr. McNeely about implementing 5G equipment and if QLife could own and operate it. Mr. McNeely notes that many cities are doing just that but the issue is the ownership of equipment across carriers because every carrier is using their own antennae.

Mr. Stone wonders if we could require carriers to install antennae in one enclosure which would be owned and operated by QLife but Mr. McNeely is unsure if we could legally create that requirement. Mr. McNeely will reach out to his contacts and gather more information.

### **Executive Session**

The Board exits Executive Session at 1:04 PM.

The meeting is adjourned at 1:06 PM

The next regularly scheduled board meeting is set for Thursday, December 5, 2019.

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These minutes were approved by the QLife Board on \_\_\_\_\_.

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Lee Weinstein, Secretary



## *Financial Reports*

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- [October Financial Report](#)
- [October Financial Analysis](#)
- [October Reconciliations](#)

# Qlife Monthly Report

## Operations Fund - October 2019

|         |                  |
|---------|------------------|
| Filters |                  |
| Fd      | 600              |
| Cat     | (Multiple Items) |

### Data

| Account                      | Current Budget | Current Actual YTD | Prior Year Actual YTD | Current Year Budget Executed | Prior Year Budget Executed | Current FY - Prior FY YTD |
|------------------------------|----------------|--------------------|-----------------------|------------------------------|----------------------------|---------------------------|
| <b>Revenue</b>               |                |                    |                       |                              |                            |                           |
| Qlife Operations             |                |                    |                       |                              |                            |                           |
| Qlife-R                      |                |                    |                       |                              |                            |                           |
| Qlife-R                      |                |                    |                       |                              |                            |                           |
| INVESTMENT EARNINGS-R        |                |                    |                       |                              |                            |                           |
| INTEREST EARNED              | 948            | 671                | 319                   | 70.7%                        | 16.0%                      | 351.25                    |
| INVESTMENT EARNINGS-R Total  | 948            | 671                | 319                   | 70.7%                        | 16.0%                      | 351.25                    |
| MISCELLANEOUS-R              |                |                    |                       |                              |                            |                           |
| MISC RECEIPTS                | 200            | 1,200              | 1,200                 | 600.0%                       | 600.0%                     | -                         |
| MISCELLANEOUS-R Total        | 200            | 1,200              | 1,200                 | 600.0%                       | 600.0%                     | -                         |
| CHARGES FOR SERVICES-R       |                |                    |                       |                              |                            |                           |
| UTILITY SERVICE CHARGES      | 665,460        | 238,391            | 214,400               | 35.8%                        | 32.0%                      | 23,991.28                 |
| CONNECT CHARGES              | 1,000          | -                  | 100                   | 0.0%                         | 10.0%                      | (100.00)                  |
| CHARGES FOR SERVICES-R Total | 666,460        | 238,391            | 214,500               | 35.8%                        | 32.0%                      | 23,891.28                 |
| PASS-THROUGH PAYMENTS-R      |                |                    |                       |                              |                            |                           |
|                              | -              | -                  | -                     | #DIV/0!                      | #DIV/0!                    | -                         |
| Qlife-R Total                | 667,608        | 240,262            | 216,019               | 36.0%                        | 32.1%                      | 24,242.53                 |
| Qlife-R Total                | 667,608        | 240,262            | 216,019               | 36.0%                        | 32.1%                      | 24,242.53                 |
| Qlife Operations Total       | 667,608        | 240,262            | 216,019               | 36.0%                        | 32.1%                      | 24,242.53                 |
| <b>Revenue Total</b>         | <b>667,608</b> | <b>240,262</b>     | <b>216,019</b>        | <b>36.0%</b>                 | <b>32.1%</b>               | <b>24,242.53</b>          |
| <b>Expense</b>               |                |                    |                       |                              |                            |                           |
| Qlife Operations             |                |                    |                       |                              |                            |                           |
| Qlife-E                      |                |                    |                       |                              |                            |                           |
| Qlife-E                      |                |                    |                       |                              |                            |                           |
| MATERIALS & SERVICES-E       |                |                    |                       |                              |                            |                           |
| ADMINISTRATIVE COST          | 58,671         | -                  | 13,839                | 0.0%                         | 25.0%                      | (13,838.50)               |

**Qlife Monthly Report  
Operations Fund - October 2019**

| Account                                     | Current Budget | Current Actual YTD | Prior Year Actual YTD | Current Year    | Prior Year      | Current FY - Prior FY YTD |
|---|----------------|--------------------|-----------------------|-----------------|-----------------|---------------------------|
|   |                |                    |                       | Budget Executed | Budget Executed |                           |
| ADVERTISING & PROMOTIONS                    | 1,500          | -                  | 1,240                 | 0.0%            | 82.7%           | (1,239.79)                |
| BLDG REPAIR & MAINT                         | 1,600          | -                  | -                     | 0.0%            | 0.0%            | -                         |
| CONTR SRVCS - AUDIT CONTRACT                | 4,200          | 3,200              | 4,000                 | 76.2%           | 66.7%           | (800.00)                  |
| CONTR SRVCS - OTHER                         | 15,100         | -                  | 825                   | 0.0%            | 5.5%            | (825.00)                  |
| CONTRACTED SERVICES                         | -              | -                  | 325                   | #DIV/0!         | #DIV/0!         | (325.00)                  |
| DUES & SUBSCRIPTIONS                        | 3,000          | 44                 | 774                   | 1.5%            | 25.8%           | (729.42)                  |
| EQUIPMENT - NON CAPITAL                     | 5,000          | -                  | -                     | 0.0%            | 0.0%            | -                         |
| GENERAL GRANTS                              | 2,000          | -                  | -                     | 0.0%            | 0.0%            | -                         |
| INSURANCE & BONDS                           | 21,000         | 2,270              | 1,600                 | 10.8%           | 7.6%            | 670.02                    |
| LEGAL NOTICES & PUBLISHING                  | 400            | -                  | 334                   | 0.0%            | 83.4%           | (333.50)                  |
| MEALS LODGING & REGISTRATION                | 5,000          | 369                | 1,287                 | 7.4%            | 64.3%           | (917.13)                  |
| MISC EXPENDITURES                           | 1,000          | -                  | 1,907                 | 0.0%            | 190.7%          | (1,907.00)                |
| NETWORK COMPONENTS                          | 5,000          | -                  | -                     | 0.0%            | 0.0%            | -                         |
| POSTAGE                                     | 200            | 44                 | -                     | 21.8%           | 0.0%            | 43.50                     |
| SUPPLIES - OFFICE                           | 200            | -                  | 53                    | 0.0%            | 26.7%           | (53.40)                   |
| TAXES/PERMITS/ASSESSMENTS                   | 800            | 329                | 285                   | 41.2%           | 71.3%           | 44.25                     |
| TELEPHONE                                   | 500            | 139                | 141                   | 27.8%           | 33.5%           | (1.70)                    |
| TRAINING & EDUCATION                        | 700            | -                  | -                     | 0.0%            | 0.0%            | -                         |
| UTILITIES - WALNUT ST                       | 800            | 198                | 143                   | 24.7%           | 17.9%           | 54.93                     |
| RENT - OFFICE                               | 7,752          | -                  | 1,602                 | 0.0%            | 20.7%           | (1,602.00)                |
| CONTR SRVCS - LEGAL COUNSEL CONTR           | 6,000          | 1,240              | 1,890                 | 20.7%           | 21.0%           | (650.00)                  |
| OUTSIDE PLANT MAINTENANCE                   | 20,000         | -                  | 6,701                 | 0.0%            | 33.5%           | (6,700.52)                |
| CONTRACTED SVCS - ENGINEERING               | 50,000         | 14,401             | 23,073                | 28.8%           | 115.4%          | (8,672.59)                |
| CONTRACTED SVCS - NETWORK SYSTEM MANAGEMENT | 71,000         | 2,115              | 31,377                | 3.0%            | 61.5%           | (29,262.11)               |
| POLE CONNECTION FEES                        | 12,392         | 145                | -                     | 1.2%            | 0.0%            | 144.54                    |
| RIGHT OF WAY FEES                           | 20,075         | 2,153              | 5,144                 | 10.7%           | 25.6%           | (2,990.61)                |
| SCHOLARSHIP                                 | 2,000          | -                  | -                     | 0.0%            | 0.0%            | -                         |
| EASEMENTS - NON-CAPITAL                     | -              | -                  | -                     | #DIV/0!         | 0.0%            | -                         |
| <b>MATERIALS &amp; SERVICES-E Total</b>     | <b>315,890</b> | <b>26,647</b>      | <b>96,538</b>         | <b>8.4%</b>     | <b>36.7%</b>    | <b>(69,891.03)</b>        |
| <b>CAPITAL OUTLAY-E</b>                     |                |                    |                       |                 |                 |                           |
| EASEMENTS                                   | -              | -                  | -                     | #DIV/0!         | #DIV/0!         | -                         |
| EQUIPMENT - CAPITAL                         | 20,000         | -                  | -                     | 0.0%            | 0.0%            | -                         |
| <b>CAPITAL OUTLAY-E Total</b>               | <b>20,000</b>  | <b>-</b>           | <b>-</b>              | <b>0.0%</b>     | <b>0.0%</b>     | <b>-</b>                  |
| <b>TRANSFERS OUT-E</b>                      | <b>327,020</b> | <b>109,007</b>     | <b>124,267</b>        | <b>33.3%</b>    | <b>33.3%</b>    | <b>(15,260.00)</b>        |
| <b>Qlife-E Total</b>                        | <b>662,910</b> | <b>135,653</b>     | <b>220,805</b>        | <b>20.5%</b>    | <b>33.7%</b>    | <b>(85,151.03)</b>        |

**Qlife Monthly Report**  
**Operations Fund - October 2019**

| Account                | Current Budget | Current Actual YTD | Prior Year Actual YTD | Current Year Budget Executed | Prior Year Budget Executed | Current FY - Prior FY YTD |
|------------------------|----------------|--------------------|-----------------------|------------------------------|----------------------------|---------------------------|
| Qlife-E Total          | 662,910        | 135,653            | 220,805               | 20.5%                        | 33.7%                      | (85,151.03)               |
| Qlife Operations Total | 662,910        | 135,653            | 220,805               | 20.5%                        | 33.7%                      | (85,151.03)               |
| <b>Expense Total</b>   | <b>662,910</b> | <b>135,653</b>     | <b>220,805</b>        | <b>20.5%</b>                 | <b>33.7%</b>               | <b>(85,151.03)</b>        |

## Qlife Monthly Report Capital Fund - October 2019

Filters

|     |                  |
|-----|------------------|
| Fd  | 601              |
| Cat | (Multiple Items) |

Data

| Account                            | Current Budget | Current Actual YTD | Prior Year Actual YTD | Current Year Budget Executed | Prior Year Budget Executed | Current FY - Prior FY YTD |
|------------------------------------|----------------|--------------------|-----------------------|------------------------------|----------------------------|---------------------------|
| <b>Revenue</b>                     |                |                    |                       |                              |                            |                           |
| Qlife Capital                      |                |                    |                       |                              |                            |                           |
| Qlife-R                            |                |                    |                       |                              |                            |                           |
| Qlife-R                            |                |                    |                       |                              |                            |                           |
| INVESTMENT EARNINGS-R              |                |                    |                       |                              |                            |                           |
| INTEREST EARNED                    | 25,200         | 10,136             | 8,813                 | 40.2%                        | 822.1%                     | 1,323.33                  |
| INVESTMENT EARNINGS-R Total        | 25,200         | 10,136             | 8,813                 | 40.2%                        | 822.1%                     | 1,323.33                  |
| TRANSFERS IN-R                     |                |                    |                       |                              |                            |                           |
| TRANSFER FROM QLIFE OPERATING FUND | 327,020        | 109,007            | 124,267               | 33.3%                        | 33.3%                      | (15,260.00)               |
| TRANSFER FROM QLIFE MAUPIN FUND    | -              | -                  | -                     | #DIV/0!                      | 0.0%                       | -                         |
| TRANSFERS IN-R Total               | 327,020        | 109,007            | 124,267               | 33.3%                        | 32.5%                      | (15,260.00)               |
| CHARGES FOR SERVICES-R             |                |                    |                       |                              |                            |                           |
| CONNECT CHARGES                    | 19,000         | -                  | -                     | 0.0%                         | 0.0%                       | -                         |
| CHARGES FOR SERVICES-R Total       | 19,000         | -                  | -                     | 0.0%                         | 0.0%                       | -                         |
| Qlife-R Total                      | 371,220        | 119,143            | 133,080               | 32.1%                        | 33.0%                      | (13,936.67)               |
| Qlife-R Total                      | 371,220        | 119,143            | 133,080               | 32.1%                        | 33.0%                      | (13,936.67)               |
| Qlife Capital Total                | 371,220        | 119,143            | 133,080               | 32.1%                        | 33.0%                      | (13,936.67)               |
| <b>Revenue Total</b>               | <b>371,220</b> | <b>119,143</b>     | <b>133,080</b>        | <b>32.1%</b>                 | <b>33.0%</b>               | <b>(13,936.67)</b>        |
| <b>Expense</b>                     |                |                    |                       |                              |                            |                           |
| Qlife Capital                      |                |                    |                       |                              |                            |                           |
| Qlife-E                            |                |                    |                       |                              |                            |                           |
| Qlife-E                            |                |                    |                       |                              |                            |                           |
| MATERIALS & SERVICES-E             | -              | -                  | 5,201                 | #DIV/0!                      | 22.6%                      | (5,201.24)                |
| CAPITAL OUTLAY-E                   |                |                    |                       |                              |                            |                           |
| BUILDINGS                          | -              | -                  | -                     | #DIV/0!                      | #DIV/0!                    | -                         |

**Qlife Monthly Report  
Capital Fund - October 2019**

| Account                           | Current Budget   | Current Actual YTD | Prior Year Actual YTD | Current Year Budget Executed | Prior Year Budget Executed | Current FY - Prior FY YTD |
|-----------------------------------|------------------|--------------------|-----------------------|------------------------------|----------------------------|---------------------------|
| EQUIPMENT - CAPITAL               | 80,000           | -                  | -                     | 0.0%                         | 0.0%                       | -                         |
| PRIMARY SYSTEMS                   | 660,284          | 186,931            | 25,198                | 28.3%                        | 4.2%                       | 161,732.62                |
| SECONDARY LINE EXTENSION          | 200,000          | 13,053             | -                     | 6.5%                         | 0.0%                       | 13,052.65                 |
| <b>CAPITAL OUTLAY-E Total</b>     | <b>940,284</b>   | <b>199,983</b>     | <b>25,198</b>         | <b>21.3%</b>                 | <b>2.9%</b>                | <b>174,785.27</b>         |
| TRANSFERS OUT-E                   | 30,000           | -                  | -                     | 0.0%                         | 0.0%                       | -                         |
| RESERVE FOR FUTURE EXPENDITURES-E | 675,125          | -                  | -                     | 0.0%                         | 0.0%                       | -                         |
| <b>Qlife-E Total</b>              | <b>1,645,409</b> | <b>199,983</b>     | <b>30,399</b>         | <b>12.2%</b>                 | <b>2.3%</b>                | <b>169,584.03</b>         |
| <b>Qlife-E Total</b>              | <b>1,645,409</b> | <b>199,983</b>     | <b>30,399</b>         | <b>12.2%</b>                 | <b>2.3%</b>                | <b>169,584.03</b>         |
| <b>Qlife Capital Total</b>        | <b>1,645,409</b> | <b>199,983</b>     | <b>30,399</b>         | <b>12.2%</b>                 | <b>2.3%</b>                | <b>169,584.03</b>         |
| <b>Expense Total</b>              | <b>1,645,409</b> | <b>199,983</b>     | <b>30,399</b>         | <b>12.2%</b>                 | <b>2.3%</b>                | <b>169,584.03</b>         |

## Qlife Monthly Report Maupin Fund - October 2019

|         |                  |
|---------|------------------|
| Filters |                  |
| Fd      | 602              |
| Cat     | (Multiple Items) |

| Data                                      |                |                    |                       |                              |                            |                           |
|---|----------------|--------------------|-----------------------|------------------------------|----------------------------|---------------------------|
| Account                                   | Current Budget | Current Actual YTD | Prior Year Actual YTD | Current Year Budget Executed | Prior Year Budget Executed | Current FY - Prior FY YTD |
| <b>Revenue</b>                            |                |                    |                       |                              |                            |                           |
| Qlife - Maupin                            |                |                    |                       |                              |                            |                           |
| Qlife-R                                   |                |                    |                       |                              |                            |                           |
| Qlife-R                                   |                |                    |                       |                              |                            |                           |
| INTERGOV'T REV - NON SINGLE AUDIT-R       |                |                    |                       |                              |                            |                           |
| STATE GRANT                               | -              | -                  | 494,069               | #DIV/0!                      | 260.0%                     | (494,069.26)              |
| INTERGOV'T REV - NON SINGLE AUDIT-R Total | -              | -                  | 494,069               | #DIV/0!                      | 260.0%                     | (494,069.26)              |
| INVESTMENT EARNINGS-R                     |                |                    |                       |                              |                            |                           |
| INTEREST EARNED                           | 60             | 503                | 573                   | 837.9%                       | #DIV/0!                    | (70.09)                   |
| INVESTMENT EARNINGS-R Total               | 60             | 503                | 573                   | 837.9%                       | #DIV/0!                    | (70.09)                   |
| MISCELLANEOUS-R                           | -              | -                  | -                     | #DIV/0!                      | #DIV/0!                    | -                         |
| TRANSFERS IN-R                            | 30,000         | -                  | -                     | 0.0%                         | 0.0%                       | -                         |
| CHARGES FOR SERVICES-R                    |                |                    |                       |                              |                            |                           |
| CITY OF MAUPIN                            | -              | 144,765            | -                     | #DIV/0!                      | 0.0%                       | 144,765.00                |
| UTILITY SERVICE CHARGES                   | -              | -                  | -                     | #DIV/0!                      | #DIV/0!                    | -                         |
| CITY OF MAUPIN FRANCHISE FEES             | -              | -                  | -                     | #DIV/0!                      | 0.0%                       | -                         |
| CITY OF MAUPIN - GORGE.NET RECEIPTS       | 3,360          | 1,335              | -                     | 39.7%                        | #DIV/0!                    | 1,334.74                  |
| CITY OF MAUPIN - LSN RECEIPTS             | 4,000          | -                  | -                     | 0.0%                         | #DIV/0!                    | -                         |
| CHARGES FOR SERVICES-R Total              | 7,360          | 146,100            | -                     | 1985.1%                      | 0.0%                       | 146,099.74                |
| Qlife-R Total                             | 37,420         | 146,602            | 494,642               | 391.8%                       | 52.8%                      | (348,039.61)              |
| Qlife-R Total                             | 37,420         | 146,602            | 494,642               | 391.8%                       | 52.8%                      | (348,039.61)              |
| Qlife - Maupin Total                      | 37,420         | 146,602            | 494,642               | 391.8%                       | 52.8%                      | (348,039.61)              |
| <b>Revenue Total</b>                      | <b>37,420</b>  | <b>146,602</b>     | <b>494,642</b>        | <b>391.8%</b>                | <b>52.8%</b>               | <b>(348,039.61)</b>       |

|                |  |  |  |  |  |  |
|----------------|--|--|--|--|--|--|
| <b>Expense</b> |  |  |  |  |  |  |
| Qlife - Maupin |  |  |  |  |  |  |
| Qlife-E        |  |  |  |  |  |  |

**Qlife Monthly Report**  
**Maupin Fund - October 2019**

| Account                                 | Current Budget | Current Actual YTD | Prior Year Actual YTD | Current Year Budget Executed | Prior Year Budget Executed | Current FY - Prior FY YTD |
|---|----------------|--------------------|-----------------------|------------------------------|----------------------------|---------------------------|
| <b>Qlife-E</b>                          |                |                    |                       |                              |                            |                           |
| <b>MATERIALS &amp; SERVICES-E</b>       |                |                    |                       |                              |                            |                           |
| ADMINISTRATIVE COST                     | -              | -                  | -                     | #DIV/0!                      | 0.0%                       | -                         |
| INSURANCE & BONDS                       | -              | -                  | -                     | #DIV/0!                      | 0.0%                       | -                         |
| CONTR SRVCS - LEGAL COUNSEL CONTR       | 2,500          | 72                 | 1,746                 | 2.9%                         | 87.3%                      | (1,674.00)                |
| CONTRACTED SVCS - ENGINEERING           | -              | -                  | -                     | #DIV/0!                      | #DIV/0!                    | -                         |
| POLE CONNECTION FEES                    | 1,050          | -                  | -                     | 0.0%                         | 0.0%                       | -                         |
| CONTRACTED SVCS - WIFI                  | 14,160         | 192                | 240                   | 1.4%                         | 24.0%                      | (48.48)                   |
| BROADBAND SUPPORT                       | -              | -                  | -                     | #DIV/0!                      | #DIV/0!                    | -                         |
| <b>MATERIALS &amp; SERVICES-E Total</b> | <b>17,710</b>  | <b>264</b>         | <b>1,986</b>          | <b>1.5%</b>                  | <b>10.3%</b>               | <b>(1,722.48)</b>         |
| <b>CAPITAL OUTLAY-E</b>                 |                |                    |                       |                              |                            |                           |
| EQUIPMENT - CAPITAL                     | -              | -                  | -                     | #DIV/0!                      | #DIV/0!                    | -                         |
| PRIMARY SYSTEMS                         | 1,000          | -                  | 187,405               | 0.0%                         | 31.2%                      | (187,404.82)              |
| SECONDARY LINE EXTENSION                | -              | -                  | -                     | #DIV/0!                      | #DIV/0!                    | -                         |
| <b>CAPITAL OUTLAY-E Total</b>           | <b>1,000</b>   | <b>-</b>           | <b>187,405</b>        | <b>0.0%</b>                  | <b>31.2%</b>               | <b>(187,404.82)</b>       |
| TRANSFERS OUT-E                         | -              | -                  | -                     | #DIV/0!                      | 0.0%                       | -                         |
| RESERVE FOR FUTURE EXPENDITURES-E       | 28,320         | -                  | -                     | 0.0%                         | 0.0%                       | -                         |
| <b>Qlife-E Total</b>                    | <b>47,030</b>  | <b>264</b>         | <b>189,391</b>        | <b>0.6%</b>                  | <b>27.5%</b>               | <b>(189,127.30)</b>       |
| <b>Qlife-E Total</b>                    | <b>47,030</b>  | <b>264</b>         | <b>189,391</b>        | <b>0.6%</b>                  | <b>27.5%</b>               | <b>(189,127.30)</b>       |
| <b>Qlife - Maupin Total</b>             | <b>47,030</b>  | <b>264</b>         | <b>189,391</b>        | <b>0.6%</b>                  | <b>27.5%</b>               | <b>(189,127.30)</b>       |
| <b>Expense Total</b>                    | <b>47,030</b>  | <b>264</b>         | <b>189,391</b>        | <b>0.6%</b>                  | <b>27.5%</b>               | <b>(189,127.30)</b>       |

**Qlife Monthly Report**  
**Accounts Reveivable - October 2019**  
**Accounts Receivable Summary**

| <b>Fund</b> | <b>Total Receivable</b> | <b>Current</b> | <b>30-59 Days</b> | <b>60-89 Days</b> | <b>90-119 Days</b> | <b>Over 120 Days</b> |
|-------------|-------------------------|----------------|-------------------|-------------------|--------------------|----------------------|
| 600         | 30,530.78               | 11,325.00      | -                 | -                 | -                  | 19,205.78            |
| 601         | -                       | -              | -                 | -                 | -                  | -                    |
| 602         | -                       | ,              | -                 | -                 | -                  | -                    |
| September   | 23,255.78               | 4,050.00       | -                 | -                 | -                  | 19,205.78            |
| August      | 47,430.78               | 28,225.00      | -                 | -                 | -                  | 19,205.78            |
| July        | 44,087.06               | 24,881.28      | -                 | -                 | -                  | 19,205.78            |
| June        | 153,555.78              | 134,350.00     | -                 | -                 | -                  | 19,205.78            |
| May         | 49,540.78               | 30,335.00      | -                 | -                 | -                  | 19,205.78            |
| Apr         | 45,445.78               | 26,240.00      | -                 | -                 | -                  | 19,205.78            |
| Mar         | 30,495.78               | 11,290.00      | -                 | -                 | -                  | 19,205.78            |
| Feb         | 49,520.78               | 30,315.00      | -                 | -                 | -                  | 19,205.78            |
| Jan         | 33,980.78               | 7,575.00       | -                 | -                 | -                  | 26,405.78            |
| Dec         | 38,445.78               | 12,040.00      | -                 | -                 | -                  | 26,405.78            |
| Nov         | 61,291.78               | 34,740.00      | -                 | 146.00            | -                  | 26,405.78            |

## **Qlife – Financial Analysis for October 2019 Financial Statements**

The financial statements for through the 4<sup>th</sup> month of the 2020 Fiscal Year (FY20) are presented. The statements are intended for the use of Management and are not audited. The expected straight-line assumption for accounts is 33.3% (4/12). This is a typically a good starting point for analysis.

### **Operations Fund**

Total revenues for the fund are \$240,262. This is a budget execution of 36.0% - ahead of the 32.1% from last year and the 33.3% straight-line assumption. The primary reason is the Utility Service Charges – as discussed since July.

Utility Service Charges have come in at 35.8% of the budget execution or \$24K more than last fiscal year. The reason why is tied to the receivables – discussed since the July reporting period. (\$16K is due to a “catch-up” billing done in FY20.) The budgeted amount is \$665,460 so 33.3% budget execution is \$221,598. If the \$16K “catch-up” is added, the total is \$237,598 as the expected amount. The actual revenue is \$238,391 so about \$800 off of the budget target after four (4) months. This is a gain as at the end of September, the account was only \$100 greater.

Accounts Receivable have increased from September but all accounts – except the large collection – are current. The current portion as of 10/31/19 is \$11,325. The balance in AR going up and down does not change the revenues. Revenue is recognized at the billing date and a receivable is set up. The AR balance is a reflection of how collections from customers are progressing. The current portion is made up of 4 customers.

Interest is executing at 70.7% and is now \$351 more than last fiscal year.

Expenses for the Operations Fund are 20.5% executed. \$135,653 has been recorded – this is \$85K less than last year at this time. The Contracted Services are significantly less than last fiscal year at this time.

Transfers are as budgeted. There is a set monthly transfer to the Capital Fund.

### **Capital Fund**

Tranfers In from the Operation Fund are proceeding as budgeted.

Interest is executing at 40.2% which is \$1,323 more than last fiscal year. If the interest paid by the LGIP continues then this will beat the budget again. For October, LGIP is returning interest at 2.45% annual return.

Expenses are executing at 12.2%. Progress is happening on the Primary System as the budget is executed at 28.3%. The spending has been primarily on the Mary’s Backbone project.

### **Maupin Fund**

Revenue for the fund is at 391.8% budget execution already. This is due to two payments received from the City of Maupin on a pass through grant totaling \$144,765. The funds were for the project and were not passed to Qlife until July. This was not part of the budget created and skews the numbers by appearing here.

Interest has been allocated as seen in the other funds, unfortunately, due to the cash balance; considerably less has been allocated to Maupin at this time. It is still ahead of the budget expectation – in fact it has already exceeded the budgeted amount – but is less than last fiscal year.

Revenue has started to come in for the City of Maupin – Gorge.Net Receipts. The amount received is \$1,335 which is an execution of 39.7% of the budget. This is unchanged since September. Of note is no LSN receipts have been received.

Expenses for the Maupin Fund are at a budget execution rate of 0.6% - well below the expected straight-line assumption. The biggest variance is the Contracted Services for WIFI. Based on the budgeted amount, a month should see \$1,180 in expense. As of the end of October, there was \$192 YTD.

No transfers are budgeted for FY20.

### **Summary**

The year is performing well. Utility Service Charges are up, even after taking considering the on-time catchup revenue. When this is considered, the budget execution is right on target. Interest is up for the organization as a whole even though Maupin is down due to lower cash balances. Last year at this time the LGIP interest was less than the current rate and this is why the overall interest is more. The Maupin fund has an unplanned revenue spike, but as mentioned it is a flow through grant amount that had not been passed through to Qlife. It was identified as part of the analysis of the Maupin project. The start of on-going revenues for service in Maupin is a positive step towards sustainability.

The funds are in good shape at this time.

### **Reconciliations**

Bank reconciliations for October are completed and included in this packet. These were reviewed with the County Administrator on 11/25/19.

**October 2019 Bank Reconciliation**

|                         | Main Checking Bank | Eden 600          | Eden 601          | Eden 602          | Eden Total        |        | LGIP Account Bank   | 11403 Eden 600   | Eden 601            | Eden 602      | Eden                |
|-------------------------|--------------------|-------------------|-------------------|-------------------|-------------------|--------|---------------------|------------------|---------------------|---------------|---------------------|
| Beginning Balance       | 783,547.76         | 120,419.25        | 315,183.99        | 186,891.99        | 622,495.23        |        | 1,282,363.53        | 36,867.65        | 1,245,245.74        | 250.14        | 1,282,363.53        |
| Credits                 | -                  |                   |                   |                   |                   |        | 200,000.00          |                  | 200,000.00          |               | 200,000.00          |
| Deposits                | 47,005.00          | 46,645.00         | 27,611.67         | -                 | 74,256.67         | Debit  | 2,775.77            | 210.96           | 2,312.21            | 252.60        | 2,775.77            |
| Withdrawals             | 200,000.00         |                   |                   | -                 | -                 |        |                     |                  |                     |               |                     |
| Checks                  | 162,486.67         | 28,637.81         | 206,000.00        | 48.00             | 234,685.81        | Credit |                     |                  |                     |               |                     |
| Other Decreases         |                    |                   |                   |                   |                   |        |                     |                  |                     |               |                     |
| <b>Ending Balance</b>   | <b>468,066.09</b>  | <b>138,426.44</b> | <b>136,795.66</b> | <b>186,843.99</b> | <b>462,066.09</b> |        | <b>1,485,139.30</b> | <b>37,078.61</b> | <b>1,447,557.95</b> | <b>502.74</b> | <b>1,485,139.30</b> |
| Deposits in Transit     | -                  |                   |                   |                   |                   |        |                     |                  |                     |               |                     |
| Outstanding Checks      | \$6,000.00         |                   |                   |                   | -                 |        |                     |                  |                     |               |                     |
| <b>Adjusted Balance</b> | <b>462,066.09</b>  | <b>138,426.44</b> | <b>136,795.66</b> | <b>186,843.99</b> | <b>462,066.09</b> |        |                     |                  |                     |               |                     |
| Checking Variance       | -                  |                   |                   |                   |                   |        |                     |                  |                     |               |                     |
| Mike 11/20/2019         |                    |                   |                   |                   |                   |        |                     |                  |                     |               |                     |
| Cruzs Tree Service      | 5293               |                   | \$6,000.00        |                   |                   |        |                     |                  |                     |               |                     |

|               |              |
|---------------|--------------|
| Ending GL     | 1,485,139.30 |
| LGIP Variance | -            |

7.6%      83.3%      9.1%

Mike 11/1/2019

\$6,000.00



## *Discussion Items*

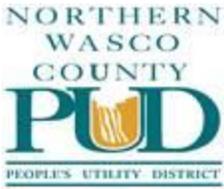
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- [CGCC Scholarship Recipients](#)
- [Aristo Technical Management Report](#)
- [Northern Wasco PUD Audit](#)

Aristo Networks LLC  
Technical Management Report  
By  
John Amery  
12/3/2019

Items of Interest:

- QLIFE / BPA discussions are to initiate around interconnections, easements, and leases.
  - No new updates
- Damaged QLIFE fiber in the region around E. 15<sup>th</sup> and Jefferson.
  - Contractor has cleared vegetation.
  - A property owner has requested removal of cleared vegetation around their property.
    - Wasco County Corrections has agreed to remove cleared vegetation for QLIFE.
- Efforts are currently being made to improve OSPInsight quality of documentation.
  - Ongoing
- Electronics
  - No known issues.



Date: November 20, 2019  
To: Tyler Stone – QLife Networks  
From: Tom McGowan – Northern Wasco County PUD  
RE: 2019 POLE ATTACHMENT AUDIT PRORATED BILLING

Tyler;

In my letter dated March 29, 2019 I provided notice that Northern Wasco County People's Utility District was planning to; 1) to conduct a 2019 pole Attachment Audit of all foreign owned attachments on District owned wood distribution poles and; 2) pole Occupants would reimburse the District for the costs of conducting the Audit to the extent related to the number of Occupant's attachments.

The District publicly posted an RFP to solicit proposals from contractors to verify pole Occupant attachments. Osмосе Utility Services was selected to conduct the Audit which was completed in September 2019. A total of 6703 Distribution poles were Audited that identified an allocation total of 8633 attachments. Audit costs to be allocated to Occupants is \$97,193.50.

QLife had a total of 610 attachments or 7.07% of the total 8633 number of attachments. The allocated cost to QLife for the Audit is \$6,867.61.

Attached is a summary of attachments by Attachment Type with heights of attachment. Also attached is the District's invoice for \$6,867.61. The District's invoice payment terms are net 30.

Please note that the number of QLife attachments may not necessarily correlate with the number of attachments to be used to calculate the Annual Pole Rental amount as an analysis is still to be conducted of the audited attachment heights and the Occupant's authorized attachment space; and does not include attachments to transmission poles.

My contact information is noted below should you have any questions.

Regards,

Tom McGowan  
Program Manager – Joint Use & Regulatory Compliance  
Northern Wasco County PUD  
Work - 541.397.0373  
[tom-mcgowan@nwascopud.org](mailto:tom-mcgowan@nwascopud.org)

| MapNumber  | FI_DateInspected | FI_AttacherName | I_ATTACHMENTHEIGHT | FI_AttachmentType         |    |
|------------|------------------|-----------------|--------------------|---------------------------|----|
| 233343170  | 6/24/2019        | Q-LIFE          | 23.01              | Communication Drop        | 1  |
| 233343170  | 6/24/2019        | Q-LIFE          | 22.3               | Communication Drop        | 1  |
| 233344160  | 6/24/2019        | Q-LIFE          | 23.85              | Communication Drop        | 1  |
| 233344160  | 6/24/2019        | Q-LIFE          | 23.65              | Communication Drop        | 1  |
| 233343150  | 6/24/2019        | Q-LIFE          | 25                 | Communication Drop        | 1  |
| 233343150  | 6/24/2019        | Q-LIFE          | 25.23              | Communication Drop        | 1  |
| 233347120  | 6/24/2019        | Q-LIFE          | 22.18              | Communication Drop        | 1  |
| 233349100  | 6/24/2019        | Q-LIFE          | 19.27              | Communication Drop        | 1  |
| 233347110  | 6/24/2019        | Q-LIFE          | 22.77              | Communication Drop        | 1  |
| 233346150  | 6/24/2019        | Q-LIFE          | 20.22              | Communication Drop        | 1  |
| 233346140  | 6/24/2019        | Q-LIFE          | 19.88              | Communication Drop        | 1  |
| 232913110  | 7/22/2019        | Q-LIFE          | 23                 | Communication Drop        | 1  |
| 130300440  | 6/25/2019        | Q-LIFE          | 20.91              | Communication Drop        | 1  |
|            |                  |                 |                    |                           | 12 |
| 130205021  | 8/21/2019        | Q-LIFE          | 19.3               | Communication Fiber-optic | 1  |
| 1301148420 | 9/5/2019         | Q-LIFE          | 25.59              | Communication Fiber-optic | 1  |
| 130305320  | 7/2/2019         | Q-LIFE          | 22.27              | Communication Fiber-optic | 1  |
| 233343150  | 6/24/2019        | Q-LIFE          | 25.69              | Communication Fiber-optic | 1  |
| 243112110  | 9/9/2019         | Q-LIFE          | 20.39              | Communication Fiber-optic | 1  |
| 243319190  | 9/11/2019        | Q-LIFE          | 27.34              | Communication Fiber-optic | 1  |
| 243320200  | 9/11/2019        | Q-LIFE          | 31.11              | Communication Fiber-optic | 1  |
| 243303050  | 9/6/2019         | Q-LIFE          | 21.87              | Communication Fiber-optic | 1  |
| 243245000  | 9/5/2019         | Q-LIFE          | 24.84              | Communication Fiber-optic | 1  |
| 243250040  | 9/5/2019         | Q-LIFE          | 22.63              | Communication Fiber-optic | 1  |
| 243248020  | 9/5/2019         | Q-LIFE          | 22.21              | Communication Fiber-optic | 1  |
| 243323270  | 9/11/2019        | Q-LIFE          | 30.47              | Communication Fiber-optic | 1  |
| 243322260  | 9/11/2019        | Q-LIFE          | 32.12              | Communication Fiber-optic | 1  |
| 243321230  | 9/11/2019        | Q-LIFE          | 31.87              | Communication Fiber-optic | 1  |
| 130115320  | 9/10/2019        | Q-LIFE          | 19.55              | Communication Fiber-optic | 1  |
| 243140110  | 9/5/2019         | Q-LIFE          | 19.82              | Communication Fiber-optic | 1  |
| 130143390  | 9/11/2019        | Q-LIFE          | 24.14              | Communication Fiber-optic | 1  |
| 243239000  | 9/5/2019         | Q-LIFE          | 22.02              | Communication Fiber-optic | 1  |
| 243237030  | 9/5/2019         | Q-LIFE          | 24.82              | Communication Fiber-optic | 1  |

|           |           |        |       |                           |   |
|-----------|-----------|--------|-------|---------------------------|---|
| 243234040 | 9/5/2019  | Q-LIFE | 20.56 | Communication Fiber-optic | 1 |
| 243232050 | 9/5/2019  | Q-LIFE | 21.47 | Communication Fiber-optic | 1 |
| 243226070 | 9/5/2019  | Q-LIFE | 21.05 | Communication Fiber-optic | 1 |
| 243224070 | 9/5/2019  | Q-LIFE | 19.45 | Communication Fiber-optic | 1 |
| 243221080 | 9/5/2019  | Q-LIFE | 21.63 | Communication Fiber-optic | 1 |
| 243219080 | 9/5/2019  | Q-LIFE | 17.97 | Communication Fiber-optic | 1 |
| 243218080 | 9/5/2019  | Q-LIFE | 23.93 | Communication Fiber-optic | 1 |
| 243215091 | 9/5/2019  | Q-LIFE | 21.02 | Communication Fiber-optic | 1 |
| 243212100 | 9/5/2019  | Q-LIFE | 19.88 | Communication Fiber-optic | 1 |
| 243316130 | 9/6/2019  | Q-LIFE | 28.2  | Communication Fiber-optic | 1 |
| 243314110 | 9/6/2019  | Q-LIFE | 22.32 | Communication Fiber-optic | 1 |
| 243311090 | 9/6/2019  | Q-LIFE | 25.42 | Communication Fiber-optic | 1 |
| 243308080 | 9/6/2019  | Q-LIFE | 19.35 | Communication Fiber-optic | 1 |
| 243305060 | 9/6/2019  | Q-LIFE | 22.56 | Communication Fiber-optic | 1 |
| 243125140 | 9/5/2019  | Q-LIFE | 20.81 | Communication Fiber-optic | 1 |
| 243115060 | 9/5/2019  | Q-LIFE | 19.14 | Communication Fiber-optic | 1 |
| 243111000 | 9/5/2019  | Q-LIFE | 18.61 | Communication Fiber-optic | 1 |
| 243209110 | 9/5/2019  | Q-LIFE | 21.91 | Communication Fiber-optic | 1 |
| 243205120 | 9/5/2019  | Q-LIFE | 23.98 | Communication Fiber-optic | 1 |
| 243204120 | 9/5/2019  | Q-LIFE | 20.78 | Communication Fiber-optic | 1 |
| 243202120 | 9/5/2019  | Q-LIFE | 19.75 | Communication Fiber-optic | 1 |
| 243200120 | 9/5/2019  | Q-LIFE | 19.66 | Communication Fiber-optic | 1 |
| 243150120 | 9/5/2019  | Q-LIFE | 19.86 | Communication Fiber-optic | 1 |
| 243148120 | 9/5/2019  | Q-LIFE | 20.72 | Communication Fiber-optic | 1 |
| 243137110 | 9/5/2019  | Q-LIFE | 20.68 | Communication Fiber-optic | 1 |
| 243133120 | 9/5/2019  | Q-LIFE | 21.79 | Communication Fiber-optic | 1 |
| 243129130 | 9/5/2019  | Q-LIFE | 23    | Communication Fiber-optic | 1 |
| 140606480 | 9/5/2019  | Q-LIFE | 26.17 | Communication Fiber-optic | 1 |
| 140600440 | 9/5/2019  | Q-LIFE | 21.61 | Communication Fiber-optic | 1 |
| 130149430 | 9/5/2019  | Q-LIFE | 21.55 | Communication Fiber-optic | 1 |
| 130145420 | 9/11/2019 | Q-LIFE | 22.89 | Communication Fiber-optic | 1 |
| 243114120 | 9/9/2019  | Q-LIFE | 20.55 | Communication Fiber-optic | 1 |
| 243111090 | 9/9/2019  | Q-LIFE | 19.2  | Communication Fiber-optic | 1 |
| 130116320 | 9/10/2019 | Q-LIFE | 25.16 | Communication Fiber-optic | 1 |

|           |           |        |       |                           |   |
|-----------|-----------|--------|-------|---------------------------|---|
| 130117300 | 9/10/2019 | Q-LIFE | 22.87 | Communication Fiber-optic | 1 |
| 130117290 | 9/10/2019 | Q-LIFE | 36.03 | Communication Fiber-optic | 1 |
| 130115332 | 9/10/2019 | Q-LIFE | 20.2  | Communication Fiber-optic | 1 |
| 130115331 | 9/10/2019 | Q-LIFE | 21.62 | Communication Fiber-optic | 1 |
| 140540520 | 9/5/2019  | Q-LIFE | 19.63 | Communication Fiber-optic | 1 |
| 131101470 | 8/14/2019 | Q-LIFE | 31.93 | Communication Fiber-optic | 1 |
| 130130300 | 9/3/2019  | Q-LIFE | 21.88 | Communication Fiber-optic | 1 |
| 130130310 | 9/3/2019  | Q-LIFE | 24.28 | Communication Fiber-optic | 1 |
| 130130290 | 9/3/2019  | Q-LIFE | 18.08 | Communication Fiber-optic | 1 |
| 130130280 | 9/3/2019  | Q-LIFE | 25.81 | Communication Fiber-optic | 1 |
| 243109020 | 9/5/2019  | Q-LIFE | 28.26 | Communication Fiber-optic | 1 |
| 243109060 | 9/5/2019  | Q-LIFE | 17.38 | Communication Fiber-optic | 1 |
| 130103280 | 9/10/2019 | Q-LIFE | 24.9  | Communication Fiber-optic | 1 |
| 130106290 | 9/10/2019 | Q-LIFE | 27.03 | Communication Fiber-optic | 1 |
| 130107300 | 9/10/2019 | Q-LIFE | 26.53 | Communication Fiber-optic | 1 |
| 130109310 | 9/10/2019 | Q-LIFE | 24.56 | Communication Fiber-optic | 1 |
| 130113320 | 9/10/2019 | Q-LIFE | 27.69 | Communication Fiber-optic | 1 |
| 130130250 | 9/3/2019  | Q-LIFE | 23.84 | Communication Fiber-optic | 1 |
| 130128230 | 9/3/2019  | Q-LIFE | 22.3  | Communication Fiber-optic | 1 |
| 130125230 | 9/3/2019  | Q-LIFE | 22.64 | Communication Fiber-optic | 1 |
| 130123230 | 9/3/2019  | Q-LIFE | 20.3  | Communication Fiber-optic | 1 |
| 130124200 | 9/3/2019  | Q-LIFE | 20.6  | Communication Fiber-optic | 1 |
| 131113310 | 8/30/2019 | Q-LIFE | 19.29 | Communication Fiber-optic | 1 |
| 131115440 | 8/30/2019 | Q-LIFE | 22.32 | Communication Fiber-optic | 1 |
| 131115430 | 8/30/2019 | Q-LIFE | 24.46 | Communication Fiber-optic | 1 |
| 131112310 | 8/30/2019 | Q-LIFE | 20.76 | Communication Fiber-optic | 1 |
| 131115390 | 8/30/2019 | Q-LIFE | 23.28 | Communication Fiber-optic | 1 |
| 131115360 | 8/30/2019 | Q-LIFE | 20.45 | Communication Fiber-optic | 1 |
| 131115340 | 8/30/2019 | Q-LIFE | 19.78 | Communication Fiber-optic | 1 |
| 130437200 | 8/9/2019  | Q-LIFE | 20.56 | Communication Fiber-optic | 1 |
| 131018500 | 8/14/2019 | Q-LIFE | 23.07 | Communication Fiber-optic | 1 |
| 131021480 | 8/14/2019 | Q-LIFE | 23.48 | Communication Fiber-optic | 1 |
| 130445182 | 8/9/2019  | Q-LIFE | 20.02 | Communication Fiber-optic | 1 |
| 130442130 | 8/9/2019  | Q-LIFE | 24.12 | Communication Fiber-optic | 1 |

|           |           |        |       |                           |   |
|-----------|-----------|--------|-------|---------------------------|---|
| 233306180 | 8/6/2019  | Q-LIFE | 23.94 | Communication Fiber-optic | 1 |
| 130438450 | 8/5/2019  | Q-LIFE | 26.48 | Communication Fiber-optic | 1 |
| 130427490 | 8/5/2019  | Q-LIFE | 23.8  | Communication Fiber-optic | 1 |
| 130437450 | 8/5/2019  | Q-LIFE | 25.69 | Communication Fiber-optic | 1 |
| 130205021 | 8/21/2019 | Q-LIFE | 19.3  | Communication Fiber-optic | 1 |
| 130420210 | 8/7/2019  | Q-LIFE | 20.85 | Communication Fiber-optic | 1 |
| 131050450 | 8/14/2019 | Q-LIFE | 25.83 | Communication Fiber-optic | 1 |
| 130203061 | 8/15/2019 | Q-LIFE | 23.63 | Communication Fiber-optic | 1 |
| 131100461 | 8/14/2019 | Q-LIFE | 25.36 | Communication Fiber-optic | 1 |
| 131037360 | 8/22/2019 | Q-LIFE | 28.2  | Communication Fiber-optic | 1 |
| 130203050 | 8/15/2019 | Q-LIFE | 23.42 | Communication Fiber-optic | 1 |
| 130203030 | 8/15/2019 | Q-LIFE | 24.42 | Communication Fiber-optic | 1 |
| 130203020 | 8/15/2019 | Q-LIFE | 22.42 | Communication Fiber-optic | 1 |
| 131103521 | 8/14/2019 | Q-LIFE | 22.53 | Communication Fiber-optic | 1 |
| 131103500 | 8/14/2019 | Q-LIFE | 25.67 | Communication Fiber-optic | 1 |
| 130330011 | 8/20/2019 | Q-LIFE | 22.19 | Communication Fiber-optic | 1 |
| 131037320 | 8/22/2019 | Q-LIFE | 16.32 | Communication Fiber-optic | 1 |
| 130411071 | 8/13/2019 | Q-LIFE | 23.84 | Communication Fiber-optic | 1 |
| 130427171 | 8/7/2019  | Q-LIFE | 20.99 | Communication Fiber-optic | 1 |
| 130427301 | 8/6/2019  | Q-LIFE | 19.65 | Communication Fiber-optic | 1 |
| 130428300 | 8/6/2019  | Q-LIFE | 19.35 | Communication Fiber-optic | 1 |
| 130427302 | 8/6/2019  | Q-LIFE | 22.68 | Communication Fiber-optic | 1 |
| 130426310 | 8/6/2019  | Q-LIFE | 19.51 | Communication Fiber-optic | 1 |
| 130425310 | 8/6/2019  | Q-LIFE | 20.1  | Communication Fiber-optic | 1 |
| 130424190 | 8/7/2019  | Q-LIFE | 19.42 | Communication Fiber-optic | 1 |
| 130425180 | 8/7/2019  | Q-LIFE | 17.63 | Communication Fiber-optic | 1 |
| 130421210 | 8/7/2019  | Q-LIFE | 21.33 | Communication Fiber-optic | 1 |
| 131031480 | 8/22/2019 | Q-LIFE | 21.6  | Communication Fiber-optic | 1 |
| 131031470 | 8/22/2019 | Q-LIFE | 25.36 | Communication Fiber-optic | 1 |
| 131019490 | 8/14/2019 | Q-LIFE | 23.28 | Communication Fiber-optic | 1 |
| 131022481 | 8/23/2019 | Q-LIFE | 23.67 | Communication Fiber-optic | 1 |
| 131024470 | 8/23/2019 | Q-LIFE | 24.23 | Communication Fiber-optic | 1 |
| 131026470 | 8/23/2019 | Q-LIFE | 22.37 | Communication Fiber-optic | 1 |
| 131028461 | 8/23/2019 | Q-LIFE | 21.06 | Communication Fiber-optic | 1 |

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|-----------|-----------|--------|-------|---------------------------|---|
| 131030450 | 8/23/2019 | Q-LIFE | 20.12 | Communication Fiber-optic | 1 |
| 131030501 | 8/22/2019 | Q-LIFE | 23.23 | Communication Fiber-optic | 1 |
| 131030520 | 8/20/2019 | Q-LIFE | 21.6  | Communication Fiber-optic | 1 |
| 131031452 | 8/23/2019 | Q-LIFE | 22.76 | Communication Fiber-optic | 1 |
| 131031451 | 8/22/2019 | Q-LIFE | 29.2  | Communication Fiber-optic | 1 |
| 131033430 | 8/22/2019 | Q-LIFE | 19.72 | Communication Fiber-optic | 1 |
| 130441110 | 8/12/2019 | Q-LIFE | 23.25 | Communication Fiber-optic | 1 |
| 130440110 | 8/12/2019 | Q-LIFE | 17.73 | Communication Fiber-optic | 1 |
| 130440100 | 8/12/2019 | Q-LIFE | 21.7  | Communication Fiber-optic | 1 |
| 131014510 | 8/16/2019 | Q-LIFE | 18    | Communication Fiber-optic | 1 |
| 131016510 | 8/14/2019 | Q-LIFE | 27    | Communication Fiber-optic | 1 |
| 131115320 | 8/30/2019 | Q-LIFE | 20.79 | Communication Fiber-optic | 1 |
| 131048440 | 8/22/2019 | Q-LIFE | 26.21 | Communication Fiber-optic | 1 |
| 131046430 | 8/22/2019 | Q-LIFE | 22.93 | Communication Fiber-optic | 1 |
| 131044420 | 8/22/2019 | Q-LIFE | 24.68 | Communication Fiber-optic | 1 |
| 131042410 | 8/22/2019 | Q-LIFE | 26.65 | Communication Fiber-optic | 1 |
| 131040410 | 8/22/2019 | Q-LIFE | 24.75 | Communication Fiber-optic | 1 |
| 131036410 | 8/23/2019 | Q-LIFE | 25.38 | Communication Fiber-optic | 1 |
| 130414470 | 7/31/2019 | Q-LIFE | 18.76 | Communication Fiber-optic | 1 |
| 233320020 | 8/1/2019  | Q-LIFE | 23.23 | Communication Fiber-optic | 1 |
| 130407510 | 7/31/2019 | Q-LIFE | 23.2  | Communication Fiber-optic | 1 |
| 233304191 | 7/29/2019 | Q-LIFE | 17.45 | Communication Fiber-optic | 1 |
| 233313290 | 6/21/2019 | Q-LIFE | 26.9  | Communication Fiber-optic | 1 |
| 233323290 | 7/8/2019  | Q-LIFE | 27.58 | Communication Fiber-optic | 1 |
| 233321290 | 7/8/2019  | Q-LIFE | 25.72 | Communication Fiber-optic | 1 |
| 233226350 | 7/23/2019 | Q-LIFE | 23.73 | Communication Fiber-optic | 1 |
| 233221480 | 7/23/2019 | Q-LIFE | 24.33 | Communication Fiber-optic | 1 |
| 233222450 | 7/23/2019 | Q-LIFE | 25.2  | Communication Fiber-optic | 1 |
| 232918011 | 7/24/2019 | Q-LIFE | 20.5  | Communication Fiber-optic | 1 |
| 233219520 | 7/23/2019 | Q-LIFE | 23.46 | Communication Fiber-optic | 1 |
| 233219510 | 7/23/2019 | Q-LIFE | 23.33 | Communication Fiber-optic | 1 |
| 233220501 | 7/23/2019 | Q-LIFE | 21.15 | Communication Fiber-optic | 1 |
| 233223432 | 7/23/2019 | Q-LIFE | 21.52 | Communication Fiber-optic | 1 |
| 233224410 | 7/23/2019 | Q-LIFE | 22.28 | Communication Fiber-optic | 1 |

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|-----------|-----------|--------|-------|---------------------------|---|
| 233225390 | 7/23/2019 | Q-LIFE | 25.1  | Communication Fiber-optic | 1 |
| 233226370 | 7/23/2019 | Q-LIFE | 23.24 | Communication Fiber-optic | 1 |
| 233240190 | 7/31/2019 | Q-LIFE | 21.01 | Communication Fiber-optic | 1 |
| 233239201 | 7/31/2019 | Q-LIFE | 22.02 | Communication Fiber-optic | 1 |
| 233239210 | 7/31/2019 | Q-LIFE | 23.92 | Communication Fiber-optic | 1 |
| 233218530 | 7/24/2019 | Q-LIFE | 20.92 | Communication Fiber-optic | 1 |
| 233227331 | 7/23/2019 | Q-LIFE | 22.07 | Communication Fiber-optic | 1 |
| 233229300 | 7/22/2019 | Q-LIFE | 20.15 | Communication Fiber-optic | 1 |
| 233230290 | 7/22/2019 | Q-LIFE | 20.18 | Communication Fiber-optic | 1 |
| 233231281 | 7/23/2019 | Q-LIFE | 23.32 | Communication Fiber-optic | 1 |
| 233231271 | 7/23/2019 | Q-LIFE | 25.57 | Communication Fiber-optic | 1 |
| 233232260 | 7/31/2019 | Q-LIFE | 21.95 | Communication Fiber-optic | 1 |
| 233220500 | 7/23/2019 | Q-LIFE | 22.04 | Communication Fiber-optic | 1 |
| 233228320 | 7/23/2019 | Q-LIFE | 23.89 | Communication Fiber-optic | 1 |
| 233234251 | 7/31/2019 | Q-LIFE | 24.92 | Communication Fiber-optic | 1 |
| 233236240 | 7/31/2019 | Q-LIFE | 23.54 | Communication Fiber-optic | 1 |
| 233237220 | 7/31/2019 | Q-LIFE | 22.6  | Communication Fiber-optic | 1 |
| 233228310 | 7/22/2019 | Q-LIFE | 20.13 | Communication Fiber-optic | 1 |
| 233229301 | 7/22/2019 | Q-LIFE | 21.03 | Communication Fiber-optic | 1 |
| 233243170 | 7/31/2019 | Q-LIFE | 19.47 | Communication Fiber-optic | 1 |
| 233330130 | 6/24/2019 | Q-LIFE | 24.3  | Communication Fiber-optic | 1 |
| 233331130 | 6/24/2019 | Q-LIFE | 25.13 | Communication Fiber-optic | 1 |
| 233300240 | 7/29/2019 | Q-LIFE | 22.32 | Communication Fiber-optic | 1 |
| 232934082 | 7/25/2019 | Q-LIFE | 23.21 | Communication Fiber-optic | 1 |
| 232942100 | 7/25/2019 | Q-LIFE | 19.76 | Communication Fiber-optic | 1 |
| 232942081 | 7/25/2019 | Q-LIFE | 24.91 | Communication Fiber-optic | 1 |
| 232942080 | 7/25/2019 | Q-LIFE | 22.19 | Communication Fiber-optic | 1 |
| 232940080 | 7/25/2019 | Q-LIFE | 23.02 | Communication Fiber-optic | 1 |
| 232938081 | 7/25/2019 | Q-LIFE | 26.32 | Communication Fiber-optic | 1 |
| 232937080 | 7/25/2019 | Q-LIFE | 23.4  | Communication Fiber-optic | 1 |
| 232936081 | 7/25/2019 | Q-LIFE | 24.21 | Communication Fiber-optic | 1 |
| 233327270 | 7/8/2019  | Q-LIFE | 20.51 | Communication Fiber-optic | 1 |
| 233325290 | 7/8/2019  | Q-LIFE | 22.82 | Communication Fiber-optic | 1 |
| 232927081 | 7/23/2019 | Q-LIFE | 23.15 | Communication Fiber-optic | 1 |

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|-----------|-----------|--------|-------|---------------------------|---|
| 232930081 | 7/25/2019 | Q-LIFE | 22.3  | Communication Fiber-optic | 1 |
| 232918080 | 7/23/2019 | Q-LIFE | 23.59 | Communication Fiber-optic | 1 |
| 232923080 | 7/23/2019 | Q-LIFE | 23.37 | Communication Fiber-optic | 1 |
| 232927082 | 7/23/2019 | Q-LIFE | 22.48 | Communication Fiber-optic | 1 |
| 232932081 | 7/25/2019 | Q-LIFE | 22.3  | Communication Fiber-optic | 1 |
| 232825050 | 7/8/2019  | Q-LIFE | 25.79 | Communication Fiber-optic | 1 |
| 232825020 | 7/8/2019  | Q-LIFE | 24.95 | Communication Fiber-optic | 1 |
| 232825000 | 7/26/2019 | Q-LIFE | 23.08 | Communication Fiber-optic | 1 |
| 233325510 | 7/8/2019  | Q-LIFE | 22.9  | Communication Fiber-optic | 1 |
| 233324490 | 7/8/2019  | Q-LIFE | 22.27 | Communication Fiber-optic | 1 |
| 233324460 | 7/8/2019  | Q-LIFE | 22.45 | Communication Fiber-optic | 1 |
| 233324440 | 7/8/2019  | Q-LIFE | 22.97 | Communication Fiber-optic | 1 |
| 233324420 | 7/8/2019  | Q-LIFE | 22.59 | Communication Fiber-optic | 1 |
| 232944080 | 7/25/2019 | Q-LIFE | 21.58 | Communication Fiber-optic | 1 |
| 232945080 | 7/25/2019 | Q-LIFE | 37.98 | Communication Fiber-optic | 1 |
| 130432250 | 8/6/2019  | Q-LIFE | 20.34 | Communication Fiber-optic | 1 |
| 130430220 | 8/7/2019  | Q-LIFE | 20.4  | Communication Fiber-optic | 1 |
| 130435210 | 8/6/2019  | Q-LIFE | 20.81 | Communication Fiber-optic | 1 |
| 130434220 | 8/6/2019  | Q-LIFE | 21.03 | Communication Fiber-optic | 1 |
| 130433230 | 8/6/2019  | Q-LIFE | 19.14 | Communication Fiber-optic | 1 |
| 130431240 | 8/6/2019  | Q-LIFE | 19.94 | Communication Fiber-optic | 1 |
| 130430250 | 8/6/2019  | Q-LIFE | 18.99 | Communication Fiber-optic | 1 |
| 130432240 | 8/6/2019  | Q-LIFE | 16.57 | Communication Fiber-optic | 1 |
| 130431230 | 8/7/2019  | Q-LIFE | 20.19 | Communication Fiber-optic | 1 |
| 130433260 | 8/6/2019  | Q-LIFE | 22.06 | Communication Fiber-optic | 1 |
| 130431271 | 8/6/2019  | Q-LIFE | 19.65 | Communication Fiber-optic | 1 |
| 130430280 | 8/6/2019  | Q-LIFE | 19.94 | Communication Fiber-optic | 1 |
| 130429292 | 8/6/2019  | Q-LIFE | 19.34 | Communication Fiber-optic | 1 |
| 130429291 | 8/6/2019  | Q-LIFE | 17.83 | Communication Fiber-optic | 1 |
| 130424321 | 8/6/2019  | Q-LIFE | 18.55 | Communication Fiber-optic | 1 |
| 130423330 | 8/6/2019  | Q-LIFE | 25.53 | Communication Fiber-optic | 1 |
| 130422340 | 8/5/2019  | Q-LIFE | 22.77 | Communication Fiber-optic | 1 |
| 130421370 | 8/5/2019  | Q-LIFE | 23.59 | Communication Fiber-optic | 1 |
| 130424320 | 8/6/2019  | Q-LIFE | 19.62 | Communication Fiber-optic | 1 |

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|-----------|-----------|--------|-------|---------------------------|---|
| 130417160 | 8/7/2019  | Q-LIFE | 21.62 | Communication Fiber-optic | 1 |
| 130418180 | 8/7/2019  | Q-LIFE | 19.77 | Communication Fiber-optic | 1 |
| 130435040 | 8/8/2019  | Q-LIFE | 21.57 | Communication Fiber-optic | 1 |
| 130435020 | 8/8/2019  | Q-LIFE | 22.76 | Communication Fiber-optic | 1 |
| 130435010 | 8/8/2019  | Q-LIFE | 18.77 | Communication Fiber-optic | 1 |
| 130416430 | 7/31/2019 | Q-LIFE | 21.02 | Communication Fiber-optic | 1 |
| 130316270 | 7/3/2019  | Q-LIFE | 41.09 | Communication Fiber-optic | 1 |
| 130315031 | 8/12/2019 | Q-LIFE | 18.85 | Communication Fiber-optic | 1 |
| 130314020 | 8/12/2019 | Q-LIFE | 23.36 | Communication Fiber-optic | 1 |
| 130314010 | 8/12/2019 | Q-LIFE | 20.34 | Communication Fiber-optic | 1 |
| 130315000 | 8/12/2019 | Q-LIFE | 21.97 | Communication Fiber-optic | 1 |
| 130316000 | 8/12/2019 | Q-LIFE | 21.8  | Communication Fiber-optic | 1 |
| 130317081 | 8/12/2019 | Q-LIFE | 19.99 | Communication Fiber-optic | 1 |
| 233251250 | 7/29/2019 | Q-LIFE | 20.29 | Communication Fiber-optic | 1 |
| 233321012 | 8/1/2019  | Q-LIFE | 20.29 | Communication Fiber-optic | 1 |
| 232915080 | 7/23/2019 | Q-LIFE | 21.81 | Communication Fiber-optic | 1 |
| 232915083 | 7/22/2019 | Q-LIFE | 22.98 | Communication Fiber-optic | 1 |
| 232915060 | 7/22/2019 | Q-LIFE | 21.37 | Communication Fiber-optic | 1 |
| 232914100 | 7/22/2019 | Q-LIFE | 23.42 | Communication Fiber-optic | 1 |
| 232915180 | 7/23/2019 | Q-LIFE | 21.56 | Communication Fiber-optic | 1 |
| 232912180 | 7/23/2019 | Q-LIFE | 17.78 | Communication Fiber-optic | 1 |
| 232911200 | 7/23/2019 | Q-LIFE | 23.18 | Communication Fiber-optic | 1 |
| 232911180 | 7/22/2019 | Q-LIFE | 22.52 | Communication Fiber-optic | 1 |
| 232911180 | 7/22/2019 | Q-LIFE | 22.93 | Communication Fiber-optic | 1 |
| 232912160 | 7/22/2019 | Q-LIFE | 19.76 | Communication Fiber-optic | 1 |
| 232913110 | 7/22/2019 | Q-LIFE | 23.07 | Communication Fiber-optic | 1 |
| 232912140 | 7/22/2019 | Q-LIFE | 21.02 | Communication Fiber-optic | 1 |
| 232913131 | 7/22/2019 | Q-LIFE | 22.97 | Communication Fiber-optic | 1 |
| 232913100 | 7/22/2019 | Q-LIFE | 23.19 | Communication Fiber-optic | 1 |
| 232909220 | 7/23/2019 | Q-LIFE | 16.75 | Communication Fiber-optic | 1 |
| 232907220 | 7/24/2019 | Q-LIFE | 20.01 | Communication Fiber-optic | 1 |
| 232910220 | 7/23/2019 | Q-LIFE | 25.05 | Communication Fiber-optic | 1 |
| 130444160 | 8/9/2019  | Q-LIFE | 25.12 | Communication Fiber-optic | 1 |
| 130443162 | 8/8/2019  | Q-LIFE | 24.72 | Communication Fiber-optic | 1 |

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|-----------|-----------|--------|-------|---------------------------|---|
| 130444150 | 8/8/2019  | Q-LIFE | 24.3  | Communication Fiber-optic | 1 |
| 130441120 | 8/8/2019  | Q-LIFE | 23.7  | Communication Fiber-optic | 1 |
| 130443140 | 8/8/2019  | Q-LIFE | 23.22 | Communication Fiber-optic | 1 |
| 130447170 | 8/9/2019  | Q-LIFE | 19.28 | Communication Fiber-optic | 1 |
| 233323160 | 6/21/2019 | Q-LIFE | 27.89 | Communication Fiber-optic | 1 |
| 233325150 | 6/21/2019 | Q-LIFE | 27.5  | Communication Fiber-optic | 1 |
| 233322170 | 6/21/2019 | Q-LIFE | 29.37 | Communication Fiber-optic | 1 |
| 233321180 | 6/21/2019 | Q-LIFE | 27.15 | Communication Fiber-optic | 1 |
| 233318220 | 6/21/2019 | Q-LIFE | 26.48 | Communication Fiber-optic | 1 |
| 233320200 | 6/21/2019 | Q-LIFE | 25.57 | Communication Fiber-optic | 1 |
| 233315261 | 6/21/2019 | Q-LIFE | 24.18 | Communication Fiber-optic | 1 |
| 130417450 | 7/31/2019 | Q-LIFE | 23.57 | Communication Fiber-optic | 1 |
| 130449181 | 8/8/2019  | Q-LIFE | 21.15 | Communication Fiber-optic | 1 |
| 130451200 | 8/8/2019  | Q-LIFE | 23.41 | Communication Fiber-optic | 1 |
| 130449180 | 8/8/2019  | Q-LIFE | 21.57 | Communication Fiber-optic | 1 |
| 233309370 | 6/21/2019 | Q-LIFE | 21.98 | Communication Fiber-optic | 1 |
| 130347201 | 7/10/2019 | Q-LIFE | 21.58 | Communication Fiber-optic | 1 |
| 233349040 | 6/24/2019 | Q-LIFE | 24.7  | Communication Fiber-optic | 1 |
| 233305180 | 7/29/2019 | Q-LIFE | 20.88 | Communication Fiber-optic | 1 |
| 233302210 | 7/29/2019 | Q-LIFE | 19.31 | Communication Fiber-optic | 1 |
| 233307420 | 6/21/2019 | Q-LIFE | 21.02 | Communication Fiber-optic | 1 |
| 233310350 | 6/21/2019 | Q-LIFE | 20.85 | Communication Fiber-optic | 1 |
| 233346060 | 6/25/2019 | Q-LIFE | 24.89 | Communication Fiber-optic | 1 |
| 233341101 | 6/24/2019 | Q-LIFE | 21.57 | Communication Fiber-optic | 1 |
| 130440440 | 8/6/2019  | Q-LIFE | 35.08 | Communication Fiber-optic | 1 |
| 130434450 | 8/5/2019  | Q-LIFE | 20.75 | Communication Fiber-optic | 1 |
| 130432450 | 8/5/2019  | Q-LIFE | 18.38 | Communication Fiber-optic | 1 |
| 130431460 | 8/5/2019  | Q-LIFE | 21.2  | Communication Fiber-optic | 1 |
| 130430460 | 8/5/2019  | Q-LIFE | 22.88 | Communication Fiber-optic | 1 |
| 130428480 | 8/5/2019  | Q-LIFE | 27.65 | Communication Fiber-optic | 1 |
| 130425502 | 8/1/2019  | Q-LIFE | 22.5  | Communication Fiber-optic | 1 |
| 130425501 | 8/1/2019  | Q-LIFE | 21.38 | Communication Fiber-optic | 1 |
| 130424510 | 8/1/2019  | Q-LIFE | 22.56 | Communication Fiber-optic | 1 |
| 130420470 | 7/31/2019 | Q-LIFE | 24.48 | Communication Fiber-optic | 1 |

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|-----------|-----------|--------|-------|---------------------------|---|
| 130418530 | 8/1/2019  | Q-LIFE | 19.39 | Communication Fiber-optic | 1 |
| 130422490 | 8/1/2019  | Q-LIFE | 19    | Communication Fiber-optic | 1 |
| 130421500 | 8/1/2019  | Q-LIFE | 26.66 | Communication Fiber-optic | 1 |
| 130419520 | 8/1/2019  | Q-LIFE | 22.64 | Communication Fiber-optic | 1 |
| 233304130 | 8/1/2019  | Q-LIFE | 18.92 | Communication Fiber-optic | 1 |
| 233302100 | 8/7/2019  | Q-LIFE | 21.4  | Communication Fiber-optic | 1 |
| 233301100 | 8/7/2019  | Q-LIFE | 20.57 | Communication Fiber-optic | 1 |
| 233301070 | 7/31/2019 | Q-LIFE | 21.23 | Communication Fiber-optic | 1 |
| 233249110 | 7/31/2019 | Q-LIFE | 20.91 | Communication Fiber-optic | 1 |
| 233307010 | 7/31/2019 | Q-LIFE | 20.03 | Communication Fiber-optic | 1 |
| 233305031 | 7/31/2019 | Q-LIFE | 23.58 | Communication Fiber-optic | 1 |
| 233304040 | 7/31/2019 | Q-LIFE | 21    | Communication Fiber-optic | 1 |
| 233303051 | 7/31/2019 | Q-LIFE | 21.46 | Communication Fiber-optic | 1 |
| 233302060 | 7/31/2019 | Q-LIFE | 20.14 | Communication Fiber-optic | 1 |
| 130412480 | 7/31/2019 | Q-LIFE | 21.87 | Communication Fiber-optic | 1 |
| 130410490 | 7/31/2019 | Q-LIFE | 19.22 | Communication Fiber-optic | 1 |
| 130409491 | 7/31/2019 | Q-LIFE | 18.83 | Communication Fiber-optic | 1 |
| 130408500 | 7/31/2019 | Q-LIFE | 22.98 | Communication Fiber-optic | 1 |
| 130406520 | 7/31/2019 | Q-LIFE | 22.06 | Communication Fiber-optic | 1 |
| 130405530 | 7/31/2019 | Q-LIFE | 22.22 | Communication Fiber-optic | 1 |
| 233308012 | 7/31/2019 | Q-LIFE | 21.73 | Communication Fiber-optic | 1 |
| 130415460 | 7/31/2019 | Q-LIFE | 24.06 | Communication Fiber-optic | 1 |
| 130420410 | 8/5/2019  | Q-LIFE | 17    | Communication Fiber-optic | 1 |
| 130418440 | 7/31/2019 | Q-LIFE | 21.3  | Communication Fiber-optic | 1 |
| 130418450 | 7/31/2019 | Q-LIFE | 23.67 | Communication Fiber-optic | 1 |
| 233313280 | 6/21/2019 | Q-LIFE | 22.1  | Communication Fiber-optic | 1 |
| 233313281 | 6/21/2019 | Q-LIFE | 24.28 | Communication Fiber-optic | 1 |
| 233314251 | 6/21/2019 | Q-LIFE | 23.1  | Communication Fiber-optic | 1 |
| 233317231 | 6/21/2019 | Q-LIFE | 24.66 | Communication Fiber-optic | 1 |
| 233242180 | 7/31/2019 | Q-LIFE | 24.69 | Communication Fiber-optic | 1 |
| 233246140 | 7/31/2019 | Q-LIFE | 21.28 | Communication Fiber-optic | 1 |
| 233245150 | 7/31/2019 | Q-LIFE | 19.45 | Communication Fiber-optic | 1 |
| 233243160 | 7/31/2019 | Q-LIFE | 18.29 | Communication Fiber-optic | 1 |
| 233252092 | 7/31/2019 | Q-LIFE | 22.24 | Communication Fiber-optic | 1 |

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|------------|-----------|--------|-------|---------------------------|---|
| 233250101  | 7/31/2019 | Q-LIFE | 23.12 | Communication Fiber-optic | 1 |
| 232917031  | 7/25/2019 | Q-LIFE | 22.59 | Communication Fiber-optic | 1 |
| 130448162  | 8/8/2019  | Q-LIFE | 19.96 | Communication Fiber-optic | 1 |
| 233316250  | 6/21/2019 | Q-LIFE | 27.05 | Communication Fiber-optic | 1 |
| 233314250  | 6/21/2019 | Q-LIFE | 18.21 | Communication Fiber-optic | 1 |
| 233313260  | 6/21/2019 | Q-LIFE | 22.05 | Communication Fiber-optic | 1 |
| 233328120  | 6/24/2019 | Q-LIFE | 26.05 | Communication Fiber-optic | 1 |
| 233313240  | 6/21/2019 | Q-LIFE | 23.05 | Communication Fiber-optic | 1 |
| 130352200  | 7/10/2019 | Q-LIFE | 21.73 | Communication Fiber-optic | 1 |
| 130448420  | 6/26/2019 | Q-LIFE | 23.96 | Communication Fiber-optic | 1 |
| 130438070  | 8/8/2019  | Q-LIFE | 26.39 | Communication Fiber-optic | 1 |
| 130439060  | 8/8/2019  | Q-LIFE | 26.92 | Communication Fiber-optic | 1 |
| 130441060  | 8/8/2019  | Q-LIFE | 20.21 | Communication Fiber-optic | 1 |
| 130444050  | 8/13/2019 | Q-LIFE | 19.97 | Communication Fiber-optic | 1 |
| 130446050  | 8/14/2019 | Q-LIFE | 24.19 | Communication Fiber-optic | 1 |
| 130448050  | 8/14/2019 | Q-LIFE | 20.19 | Communication Fiber-optic | 1 |
| 130450040  | 8/14/2019 | Q-LIFE | 20.6  | Communication Fiber-optic | 1 |
| 130452040  | 8/13/2019 | Q-LIFE | 34.03 | Communication Fiber-optic | 1 |
| 131002490  | 8/13/2019 | Q-LIFE | 23.24 | Communication Fiber-optic | 1 |
| 131003520  | 8/16/2019 | Q-LIFE | 33.86 | Communication Fiber-optic | 1 |
| 130303010  | 8/13/2019 | Q-LIFE | 31.27 | Communication Fiber-optic | 1 |
| 130301020  | 8/13/2019 | Q-LIFE | 27.29 | Communication Fiber-optic | 1 |
| 130304030  | 8/13/2019 | Q-LIFE | 18.56 | Communication Fiber-optic | 1 |
| 130304020  | 8/13/2019 | Q-LIFE | 23.7  | Communication Fiber-optic | 1 |
| 130306020  | 8/13/2019 | Q-LIFE | 23.55 | Communication Fiber-optic | 1 |
| 130307010  | 8/13/2019 | Q-LIFE | 34.37 | Communication Fiber-optic | 1 |
| 130308010  | 8/16/2019 | Q-LIFE | 21.21 | Communication Fiber-optic | 1 |
| 130310000  | 8/13/2019 | Q-LIFE | 18.21 | Communication Fiber-optic | 1 |
| 130312000  | 8/16/2019 | Q-LIFE | 21.33 | Communication Fiber-optic | 1 |
| 130439080  | 8/8/2019  | Q-LIFE | 22.39 | Communication Fiber-optic | 1 |
| 130437040  | 8/8/2019  | Q-LIFE | 27.71 | Communication Fiber-optic | 1 |
| 130437030  | 8/8/2019  | Q-LIFE | 21.87 | Communication Fiber-optic | 1 |
| 130437050  | 8/8/2019  | Q-LIFE | 26.18 | Communication Fiber-optic | 1 |
| 130312391H | 7/8/2019  | Q-LIFE | 20.24 | Communication Fiber-optic | 1 |

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|-----------|-----------|--------|-------|---------------------------|---|
| NN        | 6/8/2019  | Q-LIFE | 20.5  | Communication Fiber-optic | 1 |
| 233333160 | 6/24/2019 | Q-LIFE | 28.23 | Communication Fiber-optic | 1 |
| 233329250 | 7/5/2019  | Q-LIFE | 28.41 | Communication Fiber-optic | 1 |
| 233334160 | 6/24/2019 | Q-LIFE | 27.24 | Communication Fiber-optic | 1 |
| 233332180 | 6/24/2019 | Q-LIFE | 28.62 | Communication Fiber-optic | 1 |
| 233331190 | 6/24/2019 | Q-LIFE | 25.72 | Communication Fiber-optic | 1 |
| 233329210 | 6/24/2019 | Q-LIFE | 27.46 | Communication Fiber-optic | 1 |
| 233327230 | 6/24/2019 | Q-LIFE | 27.25 | Communication Fiber-optic | 1 |
| 233328250 | 7/5/2019  | Q-LIFE | 25.44 | Communication Fiber-optic | 1 |
| 232823170 | 6/13/2019 | Q-LIFE | 23.04 | Communication Fiber-optic | 1 |
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| 130306330 | 7/3/2019  | Q-LIFE | 21.84 | Communication Fiber-optic | 1 |
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| 233343150 | 6/24/2019 | Q-LIFE | 25.67 | Communication Fiber-optic | 1 |
| 233321330 | 7/5/2019  | Q-LIFE | 26.33 | Communication Fiber-optic | 1 |
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| 233320290 | 7/5/2019  | Q-LIFE | 21.73 | Communication Fiber-optic | 1 |
| 233341190 | 6/24/2019 | Q-LIFE | 22.4  | Communication Fiber-optic | 1 |
| 233329220 | 6/24/2019 | Q-LIFE | 26.45 | Communication Fiber-optic | 1 |
| 233347120 | 6/24/2019 | Q-LIFE | 21.09 | Communication Fiber-optic | 1 |
| 233349100 | 6/24/2019 | Q-LIFE | 19.36 | Communication Fiber-optic | 1 |
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| 232822160 | 6/8/2019  | Q-LIFE | 22.73 | Communication Fiber-optic | 1 |
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| 232825080 | 6/8/2019  | Q-LIFE | 27.45 | Communication Fiber-optic | 1 |
| 233324390 | 7/5/2019  | Q-LIFE | 26.67 | Communication Fiber-optic | 1 |

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| 232801020 | 6/21/2019 | Q-LIFE | 23.72 | Communication Fiber-optic | 1 |
| 232801000 | 6/21/2019 | Q-LIFE | 21.6  | Communication Fiber-optic | 1 |
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| 130250261 | 7/11/2019 | Q-LIFE | 22.84 | Communication Fiber-optic | 1 |
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| 130322311 | 7/5/2019  | Q-LIFE | 22.6  | Communication Fiber-optic | 1 |
| 130315300 | 7/3/2019  | Q-LIFE | 20.89 | Communication Fiber-optic | 1 |

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| 130316290 | 7/3/2019  | Q-LIFE | 21.92 | Communication Fiber-optic | 1 |
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| 130318310 | 7/5/2019  | Q-LIFE | 28.28 | Communication Fiber-optic | 1 |
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| 130319312 | 7/5/2019  | Q-LIFE | 27.14 | Communication Fiber-optic | 1 |
| 130320300 | 7/3/2019  | Q-LIFE | 26.1  | Communication Fiber-optic | 1 |
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| 233312310 | 6/21/2019 | Q-LIFE | 22.67 | Communication Fiber-optic | 1 |
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| 233344070 | 6/25/2019 | Q-LIFE | 24.07 | Communication Fiber-optic | 1 |

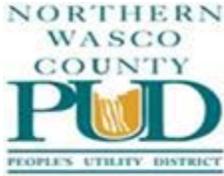
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| 233336130 | 6/24/2019 | Q-LIFE | 24    | Communication Fiber-optic | 1 |
| 130442420 | 6/26/2019 | Q-LIFE | 23.66 | Communication Fiber-optic | 1 |
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| 130312420 | 6/27/2019 | Q-LIFE | 30.41 | Communication Fiber-optic | 1 |
| 130313430 | 6/27/2019 | Q-LIFE | 39.14 | Communication Fiber-optic | 1 |
| 130219190 | 7/10/2019 | Q-LIFE | 23    | Communication Fiber-optic | 1 |
| 130204200 | 7/10/2019 | Q-LIFE | 22.32 | Communication Fiber-optic | 1 |
| 130207200 | 7/10/2019 | Q-LIFE | 22.56 | Communication Fiber-optic | 1 |
| 130210200 | 7/10/2019 | Q-LIFE | 22.38 | Communication Fiber-optic | 1 |
| 130213200 | 7/10/2019 | Q-LIFE | 20.77 | Communication Fiber-optic | 1 |
| 130216200 | 7/10/2019 | Q-LIFE | 23.55 | Communication Fiber-optic | 1 |
| 130201200 | 7/10/2019 | Q-LIFE | 22.4  | Communication Fiber-optic | 1 |
| 130224180 | 7/10/2019 | Q-LIFE | 21.98 | Communication Fiber-optic | 1 |
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| 130247200 | 7/11/2019 | Q-LIFE | 23.6  | Communication Fiber-optic | 1 |
| 130245200 | 7/10/2019 | Q-LIFE | 23.08 | Communication Fiber-optic | 1 |
| 130241210 | 7/10/2019 | Q-LIFE | 27.66 | Communication Fiber-optic | 1 |
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|           |           |        |       |                           |   |          |
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| 130231192 | 7/10/2019 | Q-LIFE | 21.14 | Communication Fiber-optic | 1 |          |
| 130229190 | 7/10/2019 | Q-LIFE | 22.68 | Communication Fiber-optic | 1 |          |
| 130444420 | 6/26/2019 | Q-LIFE | 21.66 | Communication Fiber-optic | 1 |          |
| 130446420 | 6/26/2019 | Q-LIFE | 18.43 | Communication Fiber-optic | 1 |          |
| 130447420 | 6/26/2019 | Q-LIFE | 21.04 | Communication Fiber-optic | 1 |          |
| 130312360 | 7/5/2019  | Q-LIFE | 28.77 | Communication Fiber-optic | 1 |          |
| 130311360 | 7/5/2019  | Q-LIFE | 26.66 | Communication Fiber-optic | 1 |          |
| 130302450 | 6/25/2019 | Q-LIFE | 22.52 | Communication Fiber-optic | 1 |          |
| 130301440 | 6/25/2019 | Q-LIFE | 20.77 | Communication Fiber-optic | 1 |          |
| 130451450 | 6/25/2019 | Q-LIFE | 21.13 | Communication Fiber-optic | 1 |          |
| 130450450 | 6/25/2019 | Q-LIFE | 26.09 | Communication Fiber-optic | 1 |          |
| 130450431 | 6/25/2019 | Q-LIFE | 23.39 | Communication Fiber-optic | 1 |          |
| 130450430 | 6/25/2019 | Q-LIFE | 24.63 | Communication Fiber-optic | 1 |          |
| 130301400 | 6/26/2019 | Q-LIFE | 21.46 | Communication Fiber-optic | 1 |          |
| 130304400 | 6/27/2019 | Q-LIFE | 26.18 | Communication Fiber-optic | 1 |          |
| 130303390 | 6/27/2019 | Q-LIFE | 21.81 | Communication Fiber-optic | 1 |          |
| 130304410 | 6/27/2019 | Q-LIFE | 25.99 | Communication Fiber-optic | 1 |          |
| 130304410 | 6/27/2019 | Q-LIFE | 26.5  | Communication Fiber-optic | 1 |          |
| 130306392 | 6/27/2019 | Q-LIFE | 26.96 | Communication Fiber-optic | 1 |          |
| 130307390 | 6/27/2019 | Q-LIFE | 28.88 | Communication Fiber-optic | 1 |          |
| 130309372 | 7/5/2019  | Q-LIFE | 24.81 | Communication Fiber-optic | 1 |          |
| 130312350 | 7/5/2019  | Q-LIFE | 26.67 | Communication Fiber-optic | 1 |          |
| 130319371 | 7/8/2019  | Q-LIFE | 23.23 | Communication Fiber-optic | 1 |          |
| 130320370 | 7/8/2019  | Q-LIFE | 25.38 | Communication Fiber-optic | 1 | 521      |
| 130450150 | 8/9/2019  | Q-LIFE | 22.43 | Communication Messenger   | 1 |          |
| 233317040 | 8/1/2019  | Q-LIFE | 21.39 | Communication Messenger   | 1 |          |
| 130435251 | 8/6/2019  | Q-LIFE | 20.15 | Communication Messenger   | 1 |          |
| 130329271 | 7/8/2019  | Q-LIFE | 25.5  | Communication Messenger   | 1 |          |
| 232949100 | 6/20/2019 | Q-LIFE | 22.28 | Communication Messenger   | 1 |          |
| 130306421 | 6/27/2019 | Q-LIFE | 22.56 | Communication Messenger   | 1 |          |
| 130309402 | 6/27/2019 | Q-LIFE | 21.49 | Communication Messenger   | 1 | <u>7</u> |

|           |           |        |       |                        |   |           |
|-----------|-----------|--------|-------|------------------------|---|-----------|
| 130320370 | 7/8/2019  | Q-LIFE | 0     | Communication Terminal | 1 | <u>1</u>  |
| 243318170 | 9/6/2019  | Q-LIFE | 0     | Cross-arm              | 1 |           |
| 243252040 | 9/5/2019  | Q-LIFE | 26.19 | Cross-arm              | 1 |           |
| 243229060 | 9/5/2019  | Q-LIFE | 24.32 | Cross-arm              | 1 |           |
| 243114040 | 9/5/2019  | Q-LIFE | 18.17 | Cross-arm              | 1 |           |
| 243111000 | 9/5/2019  | Q-LIFE | 17.34 | Cross-arm              | 1 |           |
| 243145110 | 9/5/2019  | Q-LIFE | 20.03 | Cross-arm              | 1 |           |
| 243141110 | 9/5/2019  | Q-LIFE | 20.79 | Cross-arm              | 1 |           |
| 140603460 | 9/5/2019  | Q-LIFE | 20.6  | Cross-arm              | 1 |           |
| 140610510 | 9/5/2019  | Q-LIFE | 21.88 | Cross-arm              | 1 |           |
| 140608490 | 9/5/2019  | Q-LIFE | 21.9  | Cross-arm              | 1 | <u>10</u> |
| 243324280 | 9/11/2019 | Q-LIFE | 30.79 | Cross-arm (fiberglass) | 1 |           |
| 140600440 | 9/5/2019  | Q-LIFE | 20.97 | Cross-arm (fiberglass) | 1 |           |
| 130130320 | 9/3/2019  | Q-LIFE | 22.86 | Cross-arm (fiberglass) | 1 |           |
| 130203010 | 8/15/2019 | Q-LIFE | 24.7  | Cross-arm (fiberglass) | 1 |           |
| 131115410 | 8/30/2019 | Q-LIFE | 18.09 | Cross-arm (fiberglass) | 1 |           |
| 131032440 | 8/22/2019 | Q-LIFE | 14.82 | Cross-arm (fiberglass) | 1 |           |
| 233222461 | 7/23/2019 | Q-LIFE | 22.58 | Cross-arm (fiberglass) | 1 |           |
| 232922080 | 7/23/2019 | Q-LIFE | 23.01 | Cross-arm (fiberglass) | 1 |           |
| 233319033 | 8/1/2019  | Q-LIFE | 18.64 | Cross-arm (fiberglass) | 1 |           |
| 130325290 | 7/19/2019 | Q-LIFE | 23.14 | Cross-arm (fiberglass) | 1 |           |
| 233301220 | 7/29/2019 | Q-LIFE | 21.18 | Cross-arm (fiberglass) | 1 |           |
| 232916050 | 7/22/2019 | Q-LIFE | 23.3  | Cross-arm (fiberglass) | 1 |           |
| 130435441 | 8/5/2019  | Q-LIFE | 19.43 | Cross-arm (fiberglass) | 1 |           |
| 233318040 | 8/5/2019  | Q-LIFE | 26.53 | Cross-arm (fiberglass) | 1 |           |
| 130421480 | 8/5/2019  | Q-LIFE | 23.16 | Cross-arm (fiberglass) | 1 |           |
| 233306030 | 7/31/2019 | Q-LIFE | 23.21 | Cross-arm (fiberglass) | 1 |           |
| 130418430 | 8/5/2019  | Q-LIFE | 25.79 | Cross-arm (fiberglass) | 1 |           |
| 130308381 | 6/27/2019 | Q-LIFE | 23.74 | Cross-arm (fiberglass) | 1 |           |
| 130317070 | 8/12/2019 | Q-LIFE | 17.92 | Cross-arm (fiberglass) | 1 |           |
| 232824110 | 6/8/2019  | Q-LIFE | 20.06 | Cross-arm (fiberglass) | 1 |           |

|            |           |        |       |                         |           |
|------------|-----------|--------|-------|-------------------------|-----------|
| 130324300  | 7/8/2019  | Q-LIFE | 21.49 | Cross-arm (fiberglass)  | 1         |
| 130327290  | 7/8/2019  | Q-LIFE | 28.5  | Cross-arm (fiberglass)  | 1         |
| 130316390  | 7/8/2019  | Q-LIFE | 27.29 | Cross-arm (fiberglass)  | 1         |
| 130310370  | 7/5/2019  | Q-LIFE | 25.64 | Cross-arm (fiberglass)  | 1         |
| 130309371  | 7/5/2019  | Q-LIFE | 26.36 | Cross-arm (fiberglass)  | 1         |
| 130300410  | 6/25/2019 | Q-LIFE | 20.85 | Cross-arm (fiberglass)  | 1         |
| 130314340  | 7/5/2019  | Q-LIFE | 24.95 | Cross-arm (fiberglass)  | 1         |
| 130313341  | 7/5/2019  | Q-LIFE | 25.61 | Cross-arm (fiberglass)  | 1         |
| 130319380  | 7/8/2019  | Q-LIFE | 25.74 | Cross-arm (fiberglass)  | 1         |
| 130318390  | 7/8/2019  | Q-LIFE | 26.36 | Cross-arm (fiberglass)  | 1         |
|            |           |        |       |                         | <u>30</u> |
| 1301148420 | 9/5/2019  | Q-LIFE | 9.23  | Fiber Equipment (other) | 1         |
| 1301148420 | 9/5/2019  | Q-LIFE | 18.37 | Fiber Equipment (other) | 1         |
|            |           |        |       |                         | <u>2</u>  |
| 243130130  | 9/5/2019  | Q-LIFE | 17.55 | Overhead Guy            | 1         |
| 130129282  | 9/3/2019  | Q-LIFE | 33.39 | Overhead Guy            | 1         |
| 243215092  | 9/5/2019  | Q-LIFE | 20.79 | Overhead Guy            | 1         |
| 243212090  | 9/5/2019  | Q-LIFE | 19.1  | Overhead Guy            | 1         |
| 243137100  | 9/5/2019  | Q-LIFE | 20.88 | Overhead Guy            | 1         |
| 131040400  | 8/22/2019 | Q-LIFE | 19.7  | Overhead Guy            | 1         |
| 130414110  | 8/12/2019 | Q-LIFE | 18.51 | Overhead Guy            | 1         |
| 131037410  | 8/23/2019 | Q-LIFE | 22.55 | Overhead Guy            | 1         |
| 130330030  | 8/20/2019 | Q-LIFE | 19.57 | Overhead Guy            | 1         |
| 130203080  | 8/21/2019 | Q-LIFE | 21.67 | Overhead Guy            | 1         |
| 233322290  | 7/8/2019  | Q-LIFE | 33.07 | Overhead Guy            | 1         |
| 130445180  | 8/9/2019  | Q-LIFE | 17.84 | Overhead Guy            | 1         |
| 130447150  | 8/8/2019  | Q-LIFE | 19.93 | Overhead Guy            | 1         |
| 233317232  | 6/21/2019 | Q-LIFE | 22.97 | Overhead Guy            | 1         |
| 233317220  | 6/21/2019 | Q-LIFE | 26.33 | Overhead Guy            | 1         |
| 233346050  | 6/24/2019 | Q-LIFE | 15.72 | Overhead Guy            | 1         |
| 130437460  | 8/5/2019  | Q-LIFE | 27.09 | Overhead Guy            | 1         |
| 130423510  | 8/1/2019  | Q-LIFE | 23.1  | Overhead Guy            | 1         |
| 130424510  | 8/1/2019  | Q-LIFE | 21.88 | Overhead Guy            | 1         |
| 130418460  | 7/31/2019 | Q-LIFE | 22.57 | Overhead Guy            | 1         |

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|-----------|-----------|--------|-------|--------------|------------------|
| 130304412 | 6/27/2019 | Q-LIFE | 20.12 | Overhead Guy | 1                |
| 232821160 | 6/8/2019  | Q-LIFE | 25.77 | Overhead Guy | 1                |
| 232951080 | 6/20/2019 | Q-LIFE | 22    | Overhead Guy | 1                |
| 130320270 | 7/3/2019  | Q-LIFE | 20.94 | Overhead Guy | 1                |
| 233342081 | 6/24/2019 | Q-LIFE | 20.66 | Overhead Guy | 1                |
| 233400031 | 6/25/2019 | Q-LIFE | 21.26 | Overhead Guy | 1                |
| 233340100 | 6/24/2019 | Q-LIFE | 23    | Overhead Guy | 1                |
|           |           |        |       |              | <hr/> <u>27</u>  |
|           |           |        |       |              | <hr/> <u>610</u> |



**NOTICE OF POLE LICENSE AGREEMENT TERMINATION**

WHEREAS, District desires to enter into a new Wireline Pole Attachment Agreement with Licensee; and

WHEREAS, Oregon law requires Licensee to obtain from the District a Permit in order to attach Licensee's Equipment to any PoleS,

Therefore, in accordance with provision 10.1 (a) of the Pole License Agreement dated May 6, 2003, Northern Wasco County People's Utility District ("District"), having a principal business address at 2345 River Road, The Dalles, Oregon 97058 is providing six (6) months written notice to QualityLife (QLife) Intergovernmental Agency ("Licensee"), having a principal business address at 313 Court Street, The Dalles, Oregon 97058, that it is terminating the existing and in place Pole License Agreement. The District and Licensee may be referred to collectively as "Parties" and individually as a "Party."

Oregon law requires the Parties to negotiate pole attachment contracts in good faith. The last effective Pole License Agreement dated May 6, 2003 will continue in effect until a new Wireline Pole Attachment Agreement is executed.

Enclosed herewith is the District's proposed new Wireline Pole Attachment Agreement.

**Northern Wasco County People's Utility District**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Northern Wasco County People's Utility District**

**Contact:**

Tom McGowan – Program Manager, Regulatory Compliance

Direct number – 541.397.0373

[tom-mcgowan@nwascopud.org](mailto:tom-mcgowan@nwascopud.org)

**WIRELINE POLE ATTACHMENT AGREEMENT**

**Northern Wasco County PUD**

**and**

**XXXXXXXXXXXXXXXXXXXXXXXXXXXX**

## TABLE OF CONTENTS

|  |          |
|--|----------|
| <b>RECITALS</b>  | <b>1</b> |
| <b>1.0 DEFINITIONS</b>   |          |
| <b>Anchor</b>  | <b>1</b> |
| <b>Annual License Fee</b>  | <b>2</b> |
| <b>Audit</b>   | <b>2</b> |
| <b>Cost</b>  | <b>2</b> |
| <b>Facilities</b>  | <b>2</b> |
| <b>Guy Wire</b>  | <b>2</b> |
| <b>Joint Pole</b>  | <b>2</b> |
| <b>Licensee's Equipment</b>  | <b>2</b> |
| <b>Make Ready</b>  | <b>2</b> |
| <b>Modification</b>  | <b>2</b> |
| <b>NESC</b>  | <b>2</b> |
| <b>NJUNS</b>   | <b>2</b> |
| <b>Noncompliant Attachment</b>   | <b>3</b> |
| <b>Overlapping</b>   | <b>3</b> |
| <b>Periodic Inspection</b>   | <b>3</b> |
| <b>Permit Application</b>  | <b>3</b> |
| <b>Pole</b>  | <b>3</b> |
| <b>Pole Attachment</b>   | <b>3</b> |
| <b>Pole Attachment Project</b>   | <b>3</b> |
| <b>Preliminary Survey</b>  | <b>4</b> |
| <b>Post Construction Inspection</b>  | <b>4</b> |
| <b>Right-of-Way</b>  | <b>4</b> |
| <b>Senior Attachment</b>   | <b>4</b> |
| <b>Service Drop</b>  | <b>4</b> |
| <b>Supply Space</b>  | <b>4</b> |
| <b>Threshold Number of Poles</b>   | <b>4</b> |
| <b>Transfer or Transferring</b>  | <b>4</b> |
| <b>Unauthorized Pole Attachment</b>  | <b>4</b> |
| <b>2.0 GENERAL AGREEMENT</b>   |          |
| <b>2.1 – Licensee Pole Attachments</b>   | <b>4</b> |
| <b>2.2 – Permits Required Prior to Undertaking and Pole Attachment Project</b> | <b>4</b> |
| <b>2.3 – Relationship of the Parties</b>                                       | <b>5</b> |
| <b>2.4 – Primary Use of Poles</b>  | <b>5</b> |
| <b>2.5 – Prohibited Equipment</b>  | <b>5</b> |
| <b>2.6 – Use of Licensee Equipment Attached to Poles</b>                       | <b>5</b> |
| <b>2.8 – Term</b>  | <b>5</b> |

|            |  |     |
|------------|--|-----|
| <b>3.0</b> | <b>POLE ATTACHMENT PROCEDURES AND COSTS</b>                  |     |
|            | 3.1 – Permits Required for Pole Attachment Projects          | 5   |
|            | 3.2 – Permit Application Process                             | 6-7 |
|            | 3.3 – District Response to Permit Applications               | 7   |
|            | 3.4 - Preliminary Survey                                     | 8   |
|            | 3.5 – Acceptance or Rejection of Permit Application          | 8   |
|            | 3.6 - Make-Ready Work  | 8   |
|            | 3.7 - Issuance of Pole Attachment Permit                     | 9   |
|            | 3.8 – Completion of Permitted Pole Attachment Project        | 9   |
| <b>4.0</b> | <b>RENTALS, CHARGES, AND RATES</b>                           |     |
|            | 4.1 – Annual License Fee                                     | 10  |
|            | 4.2 – Annual License Fee and Payment                         | 10  |
|            | 4.3 – Annual License Fee Method of Calculation               | 10  |
|            | 4.4 – Late Payment   | 10  |
| <b>5.0</b> | <b>OPERATIONS AND MAINTENANCE</b>                            |     |
|            | 5.1 – Permission for Licensee Equipment                      | 10  |
|            | 5.2 – Licensee Construction, Contractors, and Subcontractors | 11  |
|            | 5.3 – Construction Standards and Specifications              | 11  |
|            | 5.4 – Pole Changes   | 11  |
|            | 5.5 – Inspections and Audits                                 | 12  |
|            | 5.6 – Use of District’s Anchors                              | 12  |
|            | 5.7 – Identification Tagging                                 | 12  |
|            | 5.8 – Vegetation Management Around Licensee’s Attachments    | 12  |
| <b>6.0</b> | <b>SAFETY, NESC, OPUC</b>                                    |     |
|            | 6.1 – Notice of Violation                                    | 13  |
|            | 6.2 – Correction of Violations                               | 13  |
|            | 6.3 – Sanctions  | 13  |
| <b>7.0</b> | <b>INDEMNITY, REPRESENTATIONS, AND WARRANTIES</b>            |     |
|            | 7.1 – Indemnification  | 13  |
|            | 7.2 – Damage to District Facility or other Pole Attachments  | 14  |
|            | 7.3 – Limitation of Liability for Service Interruption       | 14  |
|            | 7.4 – No Warranties of Pole Conditions                       | 14  |

|             |   |           |
|-------------|---|-----------|
| <b>8.0</b>  | <b>INSURANCE</b>                            |           |
|             | 8.1 – Insurance                             | 15        |
|             | 8.2 – Insurance Limits                      | 15        |
|             | 8.3 – Increase in Limits                    | 15        |
|             | 8.4 – Term of Insurance Required            | 15        |
|             | 8.5– Notification of Claims                 | 15        |
| <b>9.0</b>  | <b>SECURITY</b>                             |           |
|             | 9.1 – Security Requirement                  | 15        |
|             | 9.2 – Amount of Security                    | 15        |
|             | 9.3 – Forms of Security                     | 15        |
|             | 9.4 – District Access to Financial Security | 16        |
| <b>10.0</b> | <b>DEFAULT, TERMINATION, AND REMEDIES</b>   |           |
|             | 10.1 – Events of Default                    | 16        |
|             | 10.2 – Termination                          | 16        |
|             | 10.3 – Effect of Agreement Termination      | 16        |
|             | 10.4 – Permit Cancellation or Revocation    | 16        |
|             | 10.5 – Sanctions                            | 16        |
| <b>11.0</b> | <b>MISCELLANEOUS</b>                        |           |
|             | 11.1 – Assignment                           | 18        |
|             | 11.3 – Attorney Fees                        | 18        |
|             | 11.4 – Amendment                            | 18        |
|             | 11.5 – Headings                             | 18        |
|             | 11.6 – Entire Agreement                     | 18        |
|             | 11.7 – Counterparts                         | 18        |
|             | 11.8 – Severability                         | 18        |
|             | 11.9 – Waiver                               | 18        |
|             | 11.10 – Time of Essence                     | 18        |
|             | 11.11 – Governing Law                       | 18        |
|             | <b>SIGNATURES</b>                           | <b>19</b> |

## **WIRELINE POLE ATTACHMENT AGREEMENT**

This Wireline Pole Attachment Agreement (“Agreement”) is entered into by and between Northern Wasco County People’s Utility District (“District”), having a principal business address at 2345 River Road, The Dalles, Oregon 97058, and \_\_\_\_\_ (“Licensee”), having a principal business address at \_\_\_\_\_. The District and Licensee may be referred to collectively as “Parties” and individually as a “Party.” The effective date of this Agreement shall be the date upon which the Agreement has been lawfully executed by both Parties (“Effective Date”).

### **RECITALS**

WHEREAS, Licensee desires to attach Licensee’s Equipment to Poles; and

WHEREAS, Oregon law requires Licensee to execute a contract and to obtain from the District a Permit in order to attach Licensee’s Equipment to any Poles; and

WHEREAS, the District is willing to permit Licensee to attach Licensee’s Equipment to Poles where space is reasonably available on the Pole and otherwise subject to the terms and conditions set forth herein.

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

### **1.0 DEFINITIONS**

#### **Definitions in General**

Except as the context otherwise requires, the terms defined in this Agreement shall, as used herein, have the meanings set forth in this Section.

#### **Anchor**

An assembly that stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or Guy Wire, which in turn is attached to the Pole. The definition of “Anchor” does not include the Guy Wire that connects the Anchor to the Pole.

#### **Annual License Fee**

The annual fee that the Licensee pays in consideration for each Permit to install a Pole Attachment granted to it under Section 2.2. The Annual License Fee shall be calculated by the District each year of the Term of this Agreement consistent with OAR 860-028-0110.

**Audit**

A test, inspection, investigation, or similar undertaking for the purpose of determining the number and location of Pole Attachments, checking the physical condition of Facilities or Licensee's Equipment, and identifying Unauthorized Attachments. Notwithstanding the foregoing, Audits do not include Periodic Inspections or Post-Construction Inspections.

**Cost**

All reasonable and actual costs incurred by the District pursuant to this Agreement, to the extent such costs are not recovered in the Annual License Fee, to be reimbursed by Licensee. Such Costs may include, without limitation: (a) external contractor or subcontractor labor costs and professional fees; (b) other out-of-pocket expenses (e.g., equipment, materials, supplies or contract services); (c) internal labor costs directly related to the completion of Permit Application processing or Make Ready work; and (d) reasonable allocations of administrative overhead. Cost will not include any profit or markup. Any calculation of Cost involving a charge to replace a Pole or Anchor will exclude the salvage value, if any, realized by the District for the removed Pole or Anchor.

**Facilities**

Any property or equipment used by the District in connection with the provision of electric service.

**Guy Wire**

A metal cable of high tensile strength that is attached to a Pole and Anchor rod (or another Pole) for the purpose of reducing Pole stress.

**Licensee's Equipment**

The wireline equipment owned, maintained and used by Licensee in furnishing Licensee's communications service, including aerial wires, drop wires, tap-offs, above or underground cables, amplifiers, signal transmission apparatus, and any other associated hardware.

**Make-Ready**

Consistent with OAR 860-028-0020(11), the engineering and construction activities to be undertaken by the District at the Licensee's expense as necessary to prepare a Pole for a Pole Attachment Project. Make Ready work costs are non-recurring and are not contained in Annual License Fee.

**Modification**

The rearrangement, reconfiguration, alteration or Transfer of any existing Pole Attachments.

**NESC**

The term "NESC" refers to the National Electrical Safety Code.

**NJUNS**

Refers to the National Joint Utilities Notification System, an electronic notification system used

to submit and process Permit Applications in addition to other communications between the Parties concerning Pole Attachment related activities.

**Non-Compliant Attachment**

Any Pole Attachment that does not comply with the NESC, applicable law, or the District's Pole Attachment specifications.

**Overlapping**

Any communications equipment otherwise eligible to be a Pole Attachment hereunder that is placed or installed upon an existing Pole Attachment without making any additional contact with the Pole.

**Periodic Inspection**

Shall have the definition given in OAR 860-028-0020(19), or any successor provision.

**Permit**

District authorization and approval for Licensee to make undertake a Pole Attachment Project.

**Permit Application**

The application that must be submitted for District for a Permit authorizing a Pole Attachment Project.

**Pole**

Any utility pole owned by the District that is used to carry distribution Facilities. For purposes of this Agreement, the term "Pole" shall include any utility poles or other structures owned by the District with both a transmission electrical circuit with line to line voltage of 69 kV or greater and also one or more distribution electrical circuits with line to line voltage of 12.47 kV or less. A Pole shall not include any utility pole or structure owned by the District that is used solely to carry transmission electrical circuits having a line to line voltage of 69 kV or greater with no distribution system underbuild.

**Pole Attachment**

Any wire or cable for the transmission of intelligence by telegraph, telephone, or television (including cable television), light waves or other phenomena, or for the transmission of electric power, and any related device, apparatus, or auxiliary equipment, installed individually by any person upon any portion of a Pole. For purposes of this Agreement, an authorized Pole Attachment may not include any backup power supply equipment or any Licensee Equipment that releases radio frequency emissions or signals, including antennas and radios, which are considered wireless equipment and require a separate wireless agreement for attachment.

**Pole Attachment Project**

The Modification of an existing Pole Attachment or the installation of a new Pole Attachment pursuant to the terms of a Permit issued by the District.

### **Preliminary Survey**

Preconstruction activity as referenced in OAR 860-028-0020(24) for activities related to engineering, survey, and estimating work performed to process Permit Applications and to prepare costs estimates. Preliminary Survey charges are not included in the Annual License Fee and are based on actual costs.

### **Post Construction Inspection**

Shall have the definition given in OAR 860-028-0020(23) or any successor provision.

### **Senior Attachment**

The Pole Attachment on a Pole with the earliest Permit date.

### **Service Drop**

Licensee Equipment running from the Pole to the building or structure being served by Licensee.

### **Supply Space**

The space on a Pole that is exclusively occupied by electric conductors and/or hardware.

### **Threshold number of Poles**

Shall have the definition given in OAR 860-028-0020(32) or any successor provision.

### **Transfer or Transferring**

Moving an existing Pole Attachment from one Pole to another Pole.

### **Unauthorized Pole Attachment**

Any Pole Attachment without a valid Permit. A Service Drop will be considered an Unauthorized Pole Attachment if District has not received a Permit Application for such Service Drop within seven (7) days of installation.

## **2.0 GENERAL AGREEMENT**

### **2.1 Licensee Pole Attachments**

Subject to the terms and conditions set forth in this Agreement, Licensee shall apply to the District for, and the District shall issue to Licensee, Permits authorizing Licensee to make and maintain Pole Attachments to specified Poles. The District may deny a Permit Application if the District determines in its reasonable discretion that there is insufficient capacity on the Pole, or for reasons of safety, reliability and generally applicable engineering standards. Nothing contained in this Agreement, or any Permit issued pursuant to this Agreement, shall be construed to compel the District to maintain any of its Poles for a period longer than is necessary for District's electric service requirements.

### **2.2 Permits Required Prior to Undertaking any Pole Attachment Projects**

Except for Service Drops installed pursuant to Section 3.1.1, Licensee may not begin any Pole Attachment Project unless and until a Permit has been granted to it by the District with respect to

such Pole Attachment Project. Licensee shall be subject to sanctions pursuant to Section 10.5 for initiating any Pole Attachment Project prior to obtaining a Permit for such Pole Attachment Project.

### **2.3 Relationship of the Parties**

No use by Licensee, however extended, of any of the Poles under this Agreement shall create or vest in Licensee any ownership or property rights with respect to such Poles. Licensee's rights with respect to the use of any Poles shall be and remain a permit, which, as to any particular Pole may be terminated by the District pursuant to the terms of this Agreement. Licensee understands and agrees that the right to use any Poles as granted herein is non-exclusive. The District may grant similar rights to other persons for the use of the same Poles; provided, however, that any rights subsequently granted by the District to another person shall not interfere with any rights previously granted to Licensee hereunder. In such cases, the Senior Attachment shall have priority over subsequent attachments.

### **2.4 Primary Use of Poles**

Licensee understands and agrees that the Poles are and will be used primarily by the District for the purpose of providing and managing electric service. Licensee's use of such Poles will be secondary and subordinate to the District's electric service obligations.

### **2.5 Prohibited Equipment**

No Permit will be granted by the District hereunder for the attachment to Poles of any Licensee Equipment that either transmits or receives radio frequencies. No Permit will be granted by the District hereunder for the attachment to Poles of any backup power supply equipment. Such prohibition shall include both attachments to Poles and the placement of such equipment between Pole spans.

### **2.6 Use of Licensee Equipment Attached to Poles**

Licensee's Pole Attachments shall be used solely for the purposes of providing communications services. Licensee is solely responsible for ensuring that its communications services comply with all applicable federal, state, and local laws. In this regard, Licensee shall not use any Licensee Equipment occupying or attached to a Pole for any purpose that is not authorized by law.

### **2.7 Term**

This Agreement shall continue in force and effect for a period of three (3) years from the Effective Date, and thereafter from year to year unless terminated by either Party by giving written notice not less than sixty (60) days prior to the end of such term. Upon termination of this Agreement, Licensee shall remove Licensee Equipment from the Poles in accordance with Section 10.3, unless the Parties are actively negotiating in good faith an extension or replacement Agreement.

## **3.0 POLE ATTACHMENT PROCEDURES AND COSTS**

### **3.1 Permits Required for Pole Attachment Projects**

Licensee shall first obtain from the District a Permit prior to initiating any Pole Attachment Project affecting any Pole or Poles. Except as otherwise expressly provided herein, any Pole Attachment or Modification made without a Permit shall be considered an Unauthorized Attachment and subject to sanctions pursuant to Section 10.5.

### **3.1.1 Service Drops**

Notwithstanding the forgoing, Licensee may attach Service Drops to Poles prior to obtaining a Permit. Within seven (7) calendar days following installation, Licensee shall file with the District a complete Permit Application for such Service Drops. The District reserves the right to deny or condition any Permit for an installed Service Drop based upon the criteria otherwise set forth herein with respect to Permit Applications generally. If Licensee rejects a Permit Application for a Service Drop, Licensee shall remove such Service Drop within seven (7) calendar days. If Licensee fails or is unable to obtain a Permit for an installed Service Drop, such Service Drops shall be considered an Unauthorized Attachment subject to sanctions or penalties as set forth in Section 10.5.

### **3.1.2 Overlapping**

Licensee may Overlap Licensee Equipment only to lawfully installed Licensee Equipment. Licensee shall submit to the District a Permit Application in accordance with Section 3.2. The District may deny permission for any proposed Overlapping in its sole but reasonable discretion. Any Overlapping by Licensee shall be consistent with all other applicable requirements of this Agreement, the District's technical specifications, the NESC, and applicable law. If Licensee does not comply with any of the requirements of this Section with respect to any Overlapping, the District may treat such Overlapping as an Unauthorized Attachment.

## **3.2 Permit Application Process**

To apply for a Permit under this Agreement, Licensee shall submit to the District a Pole Attachment ticket through NJUNS ("PA Ticket") with the District's Permit Application Exhibit (A) and a Pole Load Analysis report ("PLA Report") attached thereto. The Permit Application form may be revised from time to time in the reasonable discretion of the District. Licensee may cancel a Permit issued under this Agreement pursuant to Section 10.

### **3.2.1 Permit Application Exhibit (A) Required Information**

Each Permit Application under this Agreement shall specify the affected Pole number (normally attached to the Pole), and the physical location description with accompanying map of such Pole. Each Permit Application shall include: (i) a description of Licensee's Equipment to be attached or Modified; and (ii) an installation diagram of showing the placement of Licensee Equipment in relation to District Facilities and any other existing Pole Attachments, if any. Costs for Permit Application processing shall be billed to the Licensee, which invoice shall be paid within thirty (30) days of the invoice date. If Permit Application processing fees are not timely paid, then the District may reject or revoke the associated Permit.

### **3.2.2 Pole Loading Analysis Engineering Report**

For each Pole subject to a Permit Application, Licensee will provide a PLA Report. For Pole Loading Analysis purposes, Licensee's Equipment shall be constructed to NESC Medium Loading District; Grade C Construction, ½ half inch ice thickness; 4.0 (psf) wind pressure; and a pole strength factor of 85%. If more than one condition applies to the construction of an overhead line, the condition requiring the higher grade of construction is to be used. It is recognized that deformation, deflections, or displacement of parts of the structure may change the effects of the loads assumed. In the calculation of stresses allowances may be made, with agreement from the District, when the effects can be evaluated.

To facilitate generating the PLA Report, upon request the District will provide Licensee specific Pole and Facility information as well as calibrated pictures for each Pole.

At the District's discretion, District will accept PLA Reports, Pole images, and installation diagrams generated from pole loading software programs such as, but not limited to, PLS Pole CADD, O-Calc Pro, PoleForeman, SPIDACalc.

### **3.2.3 Attachments per Permit Application**

Each individual Permit Application for the installation of new Pole Attachments may be for a maximum of ten (10) new Pole Attachments.

### **3.2.4 Large Pole Attachment Projects**

Before processing Permit Applications for a single Pole Attachment Project, or a group of small Pole Attachment Projects within any thirty (30) day period, that involves greater than the Threshold Number of Poles, there shall be a Pole Attachment Project planning meeting between Licensee and District to determine scope of work, party responsibility, time schedule, and Cost allocation.

### **3.2.5 Licensee Permit Costs**

Costs payable by Licensee under this Agreement may include, without limitation: Permit Application processing; preconstruction activity; Post-Construction Inspections; and Make-Ready.

### **3.2.6 NJUNS**

NJUNS is the District's preferred electronic notification system for Permit Applications, notifications and transaction processing. The District reserves the right, upon advance written notice, to require Licensee to use a notification system other than NJUNS.

## **3.3 District Response to Permit Applications**

For a Permit Applications involving less than the Threshold Number of poles, the District shall provide an initial response to Licensee within fifteen (15) calendar days of receiving the PA Ticket. The District's initial response shall confirm receipt its receipt of the Permit Application and identify any deficiencies, including missing information. If the Permit Application is incomplete or defective, the District may suspend processing the Permit Application until the

missing information is provided or the defects have been cured. If the missing information is not provided or the defects cured in a timely manner, the District reserves the right to reject the Permit Application.

### **3.4 Preliminary Survey**

Upon receipt of a complete Permit Application, the District shall conduct a Preliminary Survey of the Pole or Poles in question. The District shall use commercially reasonable efforts to complete the Preliminary Survey with thirty (30) calendar days of receipt of a complete Permit Application. Upon request, the District will conduct such Preliminary Survey together with representatives of the Licensee. In either case, the Costs incurred by the District to complete the Preliminary Survey shall be paid the by the Licensee. The Preliminary Survey shall determine:

- a. Whether such Pole or Poles are suitable for the proposed Pole Attachment Project;
- b. Whether any rearrangement of District Facilities or other Pole Attachments on a Pole, or other changes, are necessary to accommodate Licensee's proposed Pole Attachment Project;
- c. Whether any Pole in question requires strengthening, including the addition of Guy Wires, Anchors, and/or stubbing;
- d. Whether any Pole requires replacement with a taller or higher strength class Pole; and

### **3.5 Acceptance or Rejection of Permit Application**

Following completion of the Preliminary Survey, the District shall notify Licensee whether the Permit Application is approved, approved with modifications or conditions, or denied. If the District denies the Permit Application, it will do so within the applicable timeframes and describe in reasonable detail the reasons for the denial.

#### **3.5.1 District's Failure to Timely Respond to Permit**

In accordance with OAR 860-028-0100, if the District does not provide Licensee with notice within forty-five (45) days from its receipt that the Permit Application is approved, denied, or conditioned, Licensee may begin its proposed Pole Attachment Project. In such instances, Licensee shall provide notice prior to beginning work. Commencement of the Pole Attachment Project by Licensee pursuant to this Section 3.5.1 will not be construed as completion of the Permit Application process or waiver of the requirement to obtain a Permit. The District reserves all rights to deny the Permit Application consistent with the terms of this Agreement and applicable law. Pole Attachment Projects initiated under this Section are not subject to sanction as set forth in OAR 860-028-0140.

### **3.6 Make-Ready Work**

If the District's approval of an Application Permit is conditioned upon the completion of Make-Ready work, then, upon Licensee's written approval, the District shall complete such Make-Ready work at Licensee's expense as set forth below.

#### **3.6.1 Cost Estimate**

The District shall provide Licensee a written estimate the Costs of any required Make-Ready work. The engineering and construction work required to modify or replace an

existing Pole rendering it suitable for the proposed Pole Attachment Project shall include those items described in Sections 3.4(b), 3.4(c), and 3.4(d). The estimated Costs of Make-Ready work may include, without limitation, all labor and equipment expenses reasonably incurred by the District to transport, set, strengthen, or remove a Pole.

### **3.6.2 Licensee's Engineering Review**

Upon Licensee's request, the District shall permit Licensee to review any proposed Make-Ready work plans, together with available supporting Cost details. The District will consider any reasonable objections or comments made by the Licensee; provided, however, that the final decision regarding the necessity and Cost for any Make-Ready work shall be made by the District in its sole but reasonable discretion.

### **3.6.3 Make-Ready Confirmation by Licensee**

Within thirty (30) days after the District's written notification to the Licensee of the estimated Make-Ready work Cost, Licensee shall confirm through NJUNS whether or not it elects to have the District proceed with the Make-Ready work. If Licensee declines to proceed with the Make-Ready work or does not respond within thirty (30) days, the District will deem Licensee's Permit Application as being withdrawn.

### **3.6.4 Advance Payment of Estimated Costs**

If Licensee authorizes the District to proceed with the required Make-Ready work, Licensee shall pay to the District in advance the full amount of the Make-Ready work Costs as estimated by the District. If Licensee fails to make advance payment within thirty (30) days of its authorization of the Make-Ready work, the District will deem Licensee's Permit Application as being withdrawn. Upon receipt of the advance payment of the estimated Make-Ready work Costs, the District shall complete the required Make-Ready work within a commercially reasonable time. If the actual Costs of the Make-Ready work are less than the prepayment amount, the District will promptly refund the difference to Licensee. If the actual Costs of the Make Ready work exceed the prepayment amount, the District shall invoice Licensee for payment of the balance

## **3.7 Issuance of Permit**

When Licensee's Permit Application is approved, and any required Make-Ready work has been completed, the District will issue to Licensee through NJUNS a Permit authorizing Licensee to proceed with the Pole Attachment Project. A Permit does not relieve the Licensee of any obligations or liabilities due under this Agreement. Except as otherwise expressly provided herein, any new Pole Attachment or Modification made without a Permit shall be considered an Unauthorized Attachment and subject to sanctions pursuant to Section 10.5.

## **3.8 Completion of Permitted Pole Attachment Project**

Licensee must complete its Pole Attachment Project within one hundred eighty (180) days of its receipt of a District approved Permit. Licensee shall provide the District a notice of completion within thirty (30) days after completion of the Pole Attachment Project. If Licensee fails to complete its Pole Attachment Project within the time allowed, then the Permit for such Pole Attachment Project shall automatically be deemed

revoked.

### **3.8.1 Post-Construction Inspection**

Upon receipt of a notice of completion, the District shall have the right to inspect Licensee's Pole Attachment Project. If the completed Pole Attachment Project is not in material compliance with the Permit, this Agreement, the NESC, and applicable law, the District will require Licensee to correct the deficiency and the District may thereafter re-inspect the Pole Attachment Project. The District reserves the right to charge Licensee for the expense of the initial and any necessary follow-up Post-Construction Inspections.

## **4.0 RENTALS, CHARGES, AND RATES**

### **4.1 Annual License Fee**

Each Permit, excluding Overlash Permits, for a Pole Attachment issued pursuant to this Agreement shall be subject to an Annual License Fee in the amount set forth in the attached Exhibit C.

### **4.2 Annual License Fee Invoice and Payment**

On or about April 1st of each year, the District shall issue Licensee an invoice for the previous calendar year's Annual License Fee. Invoices shall be considered delinquent if payment is not received in full thirty (30) days of the date of such invoice.

### **4.3 Annual License Fee Method of Computation**

The amount of Annual License Fee due by Licensee for a calendar year shall be determined by the District based upon the total number of Permits for Pole Attachments held by Licensee during such calendar year, regardless of whether or not such Permit was held for only part of the calendar year and whether or not Licensee actually made or maintained a Pole Attachment for such Permit, multiplied by the then-current Annual License Fee set forth in Exhibit C.

### **4.4 Late Payments**

A late payment charge in an amount set forth in the attached Exhibit C shall be added to any past due payment obligation under this Agreement.

## **5.0 OPERATIONS AND MAINTENANCE**

### **5.1 Permission for Licensee Equipment**

Licensee shall be responsible for obtaining any generally applicable building licenses, permits, easements, authorizations or certificates necessary to install, construct, operate, maintain and remove Licensee Equipment. The District shall have the right to request evidence prior to Licensee construction activities affecting a Pole that all such authorizations and permits have been obtained.

#### **5.1.1 Existing District Easements**

Licensee understands that the District's existing easements to place a Pole on private

property may not apply to Licensee's Equipment. Licensee shall be solely responsible for obtaining any necessary easements for Licensee's Equipment.

#### **5.1.2 Future District Easements**

If the District obtains future easements to place a Pole on private property, the District shall have no obligation to obtain an easement that allows for Licensee's Equipment.

### **5.2 Licensee Construction, Contractors and Subcontractors**

Licensee shall be responsible for installing, constructing, and maintaining all Licensee Equipment at Licensee's sole cost and expense. Licensee shall be solely responsible for directing, supervising, and paying all of its contractors and subcontractors. Licensee shall remain responsible and liable for the performance and activities of its contractors and subcontractors. Licensee shall ensure that any contractors and subcontractors comply with all applicable specifications and standard of this Agreement. Licensee shall not permit any mechanic's lien, material man's lien, or any other lien, claim, or security interest to attach or encumber any of the Poles, Facilities, or other District property at any time.

### **5.3 Construction Standards and Specifications**

Licensee shall construct, attach, place and maintain all Licensee Equipment affecting a Pole in compliance with: (i) all applicable requirements and specifications set forth in this Agreement; (ii) all applicable law; (iii) the then-current NESC and any amendments thereto; and (iv) the District's Construction Standards and Specifications set forth in the attached Exhibit "B," which may be revised from time to time at the sole but reasonable discretion of the District.

### **5.4 Pole Changes**

The District reserves the right to maintain its Poles and to operate all Facilities thereon in such manner as will best enable the District to fulfill and manage its electric service requirements. Licensee acknowledges that, from time to time, it may be necessary or desirable for District to replace, relocate, reconstruct, or rearrange its Poles. The District reserves the right at any time to add Facilities to its Poles, to raise the voltage on its circuits or change their character or location on the Pole. In such case, the District may require Licensee to modify its Pole Attachments. Except as otherwise required in this Agreement or by Applicable Law, Licensee will perform any such modification required by the District at Licensee's sole cost and expense within thirty (30) days of its receipt of District's written notice. Upon completion of the modification, Licensee will notify District via NJUNS of the same. If Licensee fails to complete such modification within the time allowed by the District, the District may complete such modification at Licensee's sole cost and expense.

#### **5.4.1**

If the District has installed a new Pole and intends to remove a Pole to which Licensee's Equipment is attached and Licensee has not timely transferred Licensee's Equipment to the new Pole, the District may, at its sole discretion, transfer to Licensee ownership of the old Pole. In such case, Licensee shall become solely responsible for any future maintenance and liability associated with the old Pole, including without limitation any costs associated with removing and disposing of the old Pole.

## **5.5 Inspections and Audits**

### **5.5.1 Audit**

The District may, in its sole discretion, conduct an Audit of its Poles. The District will give Licensee at least sixty (60) days advance notice of its intent to conduct an Audit. Licensee will reimburse District for its share of District's total Audit Cost within thirty (30) days of the invoice date. The District shall have the right to conduct an Audit of any part of Licensee's Equipment attached to Poles, Anchors, or Guy Wires no more than once every two (2) years.

### **5.5.2 Periodic Inspections**

In addition to Audits, the District reserves all rights allowed by applicable law to conduct Periodic Inspections.

### **5.5.3 No District Liability for Inspections**

Neither the inspection by the District of Licensee's Equipment, nor any failure to inspect Licensee's Equipment, shall impose on the District any liability of any kind whatsoever or relieve Licensee of any responsibility, obligations, or liability under this Agreement.

## **5.6 Use of District's Anchors**

Licensee shall not use District Anchors to secure Licensee Equipment without prior written consent of the District, which consent the District may condition or withhold in its sole discretion. Absent written consent of the District to use District Anchors, Licensee is to anchor Licensee Equipment to an Anchor owned, installed, and maintained by the Licensee.

### **5.6.1 Anchor Replacement**

If Licensee is using a District Anchor to secure any Licensee Equipment and the District determines that the Anchor is inadequate to hold Licensee's Equipment strains, the District may at any time require Licensee to, at Licensee sole cost and expense, install a new Anchor and transfer Licensee Equipment to the new Anchor.

## **5.7 Identification Tagging**

Licensee shall provide a system for the identification from the ground of any Licensee Equipment on or near Poles. The District's preferred method of identification is the installation of colored tags on Licensee's Equipment at the point of attachment to the Pole.

## **5.8 Vegetation Management Around Licensee's Attachments and Facilities**

Any vegetation clearing and tree trimming necessary for Licensee to attach or maintain Licensee's Equipment on a Pole shall be performed by Licensee. Licensee agrees to adhere NESC and OAR 860-028-0120(7) tree trimming specifications. The District shall provide NJUNS notification to Licensee upon discovery that vegetation trimming or tree trimming is required with respect to any of Licensee's Equipment attached to a Pole. Licensee shall thereafter have a reasonable time to complete such clearing or trimming.

## **6.0 VIOLATIONS**

### **6.1 Notice of Violation**

District shall provide Licensee a written notice of any violation of this Agreement, the terms of a Permit, applicable law, or applicable safety standards that the District identifies with respect any Licensee Equipment on or affecting a Pole. The written notice shall set forth in reasonable detail the location of the Pole, the identification of Licensee's Equipment, and the nature of the safety violation.

### **6.2 Correction of Violations**

In accordance with OAR 860-0028-0120 (5), upon receipt of a notice of violation, Licensee shall either correct the violation within one hundred eighty (180) days or submit to the District a plan of correction within sixty (60) days.

#### **6.2.1 Emergency Conditions**

Notwithstanding the forgoing, the District may elect to immediately correct at Licensee's sole cost and expense any violations associated with Licensee's Equipment that pose an imminent threat of property damage or personal injury.

### **6.3 Sanctions**

Licensee shall be subject to the sanctions set forth in Section 10.5 for any safety violation associated with Licensee's Equipment that is not timely corrected pursuant to this Section.

## **7.0 INDEMNITY; LIMITATION OF LIABILITIES**

### **7.1 Indemnification**

Licensee shall indemnify and hold harmless the District, its directors, employees, and agents, from and against any and all third-party claims, demands, causes of action, damages, and costs, including reasonable attorney's fees, arising out of Licensee's acts or omissions (including those of this contractors or subcontractors) pursuant to this Agreement, Licensee's Equipment, Licensee's provision of services, or Licensee's use of any Poles. Notwithstanding the forgoing, Licensee shall have no obligation to indemnify the District under this Agreement to the extent of the District's negligence or willful misconduct.

### **7.2 Damage to District Facility or other Pole Attachments**

Licensee (including its contractors and subcontractors) shall exercise reasonable care to avoid damaging any Poles, Facilities, or Pole Attachments of other persons. Licensee shall immediately report to the District any such damage caused by Licensee. In such case, Licensee shall reimburse the District for all Costs incurred by the District to repair such damaged Poles or Facilities.

### **7.3 Limitation of Liability for Service Interruption**

The District shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's Equipment, or for any special, indirect, or consequential damages.

#### **7.4 No Warranties of Pole Conditions**

The District does not warrant the condition or safety of any Poles or the premises surrounding the same. Licensee shall be responsible for inspecting such Poles prior to accessing or attaching any Licensee's Equipment on or around them. Licensee assumes all risks of any damage, injury or loss of any nature whatsoever caused by or in connection with its use of or access to the Poles.

### **8.0 INSURANCE**

#### **8.1 Insurance**

Licensee shall obtain and maintain insurance policies having at least the coverage limits set forth below. Such policies shall name the District as an additional insured. Within thirty (30) days following the Effective Date, and thereafter upon request by the District, Licensee will deliver to the District certificates evidencing the required coverage. In the event that the Licensee fails to maintain the required insurance coverage, and in addition to any other remedies that may be available to it, the District may obtain replacement insurance at Licensee's expense.

#### **8.2 Insurance Limits**

Licensee shall maintain the following types and amounts of insurance:

##### **8.2.1 Commercial General Liability Insurance**

Including coverage for Contractual Liability and Products/Completed Operations Liability, with a limit of not less than \$2,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury liability; and

##### **8.2.2 Automobile Liability Insurance**

Covering the ownership, maintenance or use of any owned, non-owned or hired automobile with a limit of not less than \$2,000,000 combined single limit per accident for bodily injury and property damage liability; and

##### **8.2.3 Workers Compensation Insurance**

As required under Oregon law; and

##### **8.2.4 Umbrella/Excess Liability**

With limits of not less than \$4,000,000 combined single limit in excess of the above referenced Commercial General Liability, Automobile Liability and Workers Compensation Insurance.

#### **8.3 Increase in Limits**

The District may reasonably require an increase in the limits of liability insurance during the term of this Agreement in its reasonable discretion consistent with industry standards. Within ninety (90) days following written notice from the District of such increase in insurance coverage limits, Licensee furnish evidence to the District that its insurance coverage complies with the increased amounts.

#### **8.4 Term of Insurance Required**

Licensee shall maintain the required insurance coverage for the full term of this Agreement and following the expiration or termination of this Agreement until such time as all of Licensee's Equipment has been removed from all Poles and District Anchors.

#### **8.5 Notification of Claims**

The Licensee shall promptly advise the District of all claims against such insurance coverage relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner by, or directly or indirectly associated with, the erection, maintenance, presence, use or removal of Licensee's Equipment. Copies of all accident or other reports made to any insurer by the Licensee shall be furnished to the District in a timely manner.

### **9.0 SECURITY**

#### **9.1 Security Requirement**

Licensee furnish financial security to the District to secure Licensee's payment obligations under this Agreement. Licensee shall maintain the required financial security for the full term of this Agreement and following the expiration or termination of this Agreement until such time as all of Licensee's Equipment has been removed from all Poles and District Anchors. Such financial security shall be irrevocable and payable upon demand by the District. The furnishing of security shall not relieve Licensee of any of its obligations under this Agreement.

#### **9.2 Amount of Security**

The amount of the security required shall be set forth in Exhibit E. The District may change the amount of the security during the term of this Agreement provided that the District give Licensee at least six (6) months written notice of any increase in the amount of security requirements. The amount of the security shall not operate as a limitation upon the obligations or liability of Licensee hereunder.

#### **9.3 Form of Security**

The form of the security provided by Licensee under this Agreement may be, at the election of Licensee, either a performance bond, cash deposit, a letter of credit, or a parent guaranty. The form, sufficiency, and issuer of any security instrument proposed by Licensee shall be subject to the District's reasonable approval.

9.3.2 Any cash deposits held during the term of this Agreement as security shall be placed in an interest-bearing account and Licensee shall be entitled to a credit for the interest income on said cash deposit. In the event District shall apply some or all of the cash deposit towards payment of an amount due to District, Licensee must restore to its deposit the amount so applied within thirty (30) days after notice of such application irrespective of whether or not Licensee contests its liability or commences any legal proceedings to determine its liability. Failure to restore its cash deposit to the required security amount shall constitute a default under this Agreement.

#### **9.4 District Access to Financial Security**

If Licensee fails to timely pay any sum due under this Agreement, the District shall have the right, without prior notice to Licensee and in addition to any other remedies available to the District, to apply any or all financial security provided by Licensee hereunder towards payment of the sums due District.

### **10.0 DEFAULT, TERMINATION AND REMEDIES**

#### **10.1 Events of Default**

The following shall be Events of Default:

- (a) Failure of Licensee to timely pay any amount due hereunder.
- (b) Failure of Licensee to maintain the insurance required hereunder.
- (c) Failure of Licensee to maintain the financial security required hereunder.
- (d) The failure of either Party to substantially satisfy any other material performance obligation under this Agreement if, following written notice of such failure, the defaulting Party fails or refuses to cure the default within thirty (30) days or such other time limit allowed under this Agreement or by applicable law.

#### **10.2 Termination**

Licensee may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the District. The District may terminate this Agreement, and any of Licensee's rights and Permits hereunder, as a remedy for an Event of Default by Licensee. Such termination shall be effective immediately upon written notice by the District of termination, and shall not limit or restrict any other rights or remedies the District may have against Licensee.

#### **10.3 Effect of Agreement Termination**

Termination of this Agreement pursuant to Section 10.2 shall terminate all Permits issued to Licensee. Licensee shall have three hundred sixty five (365) days to remove all Licensee Equipment from the Poles. Termination of this Agreement or any Permits issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

#### **10.4 Permit Cancellation or Revocation**

Licensee shall have the right to cancel, and the District shall have the right to revoke, one or more Permits issued hereunder without terminating this Agreement in its entirety, as set forth below:

##### **10.4.1 Licensee Cancellation**

Licensee may cancel a Permit with or without cause by removing Licensee's Equipment from the corresponding Pole and by giving the District notice using NJUNS within ten (10) days of removal.

##### **10.4.2 District Revocation**

If Licensee has failed to comply with the terms and conditions applicable to a Permit, the District may revoke such Permit by giving thirty (30) days written notice to Licensee specifying the reason for revocation.

#### **10.4.3 Removal of Licensee's Equipment**

Upon notice of cancellation or revocation of a Permit, Licensee shall, at its sole expense, remove any Licensee Equipment associated with such Permit within sixty (60) days. If Licensee fails to timely remove its Pole Attachments, the District may do so at Licensee's expense and without any liability except in the case of the District's gross negligence or willful misconduct.

#### **10.5 Sanctions**

The District reserves the right to impose sanctions to the maximum extent allowed by applicable law for any Unauthorized Attachments, uncorrected safety violations, and any other reason for which sanctions may be imposed under applicable law.

### **11.0 MISCELLANEOUS**

#### **11.1 Assignment**

Licensee shall not assign or transfer this Agreement or any Permit issued under this Agreement without the prior written consent of the District. The District shall not unreasonably withhold, condition, or delay consent. Notwithstanding the forgoing, no consent shall be required for an assignment by Licensee for collateral purposes or for an assignment to an affiliate of Licensee due to a corporate reorganization, provided that in either case Licensee provide written notice of such assignment and Licensee shall remain liable for the performance of all obligations under this Agreement. Upon any valid assignment of this Agreement by Licensee, the provisions of this Agreement shall apply to and bind the assigns of the Licensee.

#### **11.2 Notices**

Except by use of NJUNS as otherwise stated in the Agreement, any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered by a reputable overnight courier, with tracking capabilities, addressed to the Parties as follows:

##### **If to District:**

Northern Wasco County  
People's Utility District  
2345 River Road  
The Dalles, OR 97058  
Attention: Tom McGowan  
Title: Program Manager  
Phone: (541) 296-2226

##### **If to Licensee:**

Phone:

Any notice or other communication related to this Agreement shall be deemed to have been received if delivered in person, deposited in the mail, postage prepaid and properly addressed,

delivered by telefax or sent by acknowledged delivery.

### **11.3 Attorney Fees**

If any suit or action is filed by any Party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney fees and legal costs.

### **11.4 Amendment**

Except as reserved herein, this Agreement may be amended only by an instrument in writing executed by both Parties.

### **11.5 Headings**

The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.

### **11.6 Entire Agreement**

Agreement (including the Exhibits) sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the Parties with respect to such subject matter.

### **11.7 Counterparts**

This Agreement may be executed by the Parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

### **11.8 Severability**

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

### **11.9 Waiver**

No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to strictly enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

### **11.10 Time of Essence**

Time is of the essence for each provision of this Agreement for a specific deadline is given.

### **11.11 Governing Law**

Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in duplicate as of the day and year first above written.

**NORTHERN WASCO COUNTY PEOPLE'S UTILITY DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attached Exhibits:

- A. Pole Attachment Application Form
- B. Construction Standards and Specifications Joint Use Attachments
- C. Fee Schedule
- D. Bonding Fee Schedule
- E. Security Amount



## *Lone Pine Updates*

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# NJUNS Ticket: PA4073550

|                                |                          |
|--------------------------------|--------------------------|
| <b>Ticket Number:</b>          | 4073550                  |
| <b>Status:</b>                 | Open                     |
| <b>Created On:</b>             | 10/15/2019 16:29:24      |
| <b>Created By:</b>             | Commstructure Consulting |
| <b>Created By Member:</b>      | Q-Life Network           |
| <b>State:</b>                  | Oregon                   |
| <b>County:</b>                 | Wasco                    |
| <b>Place:</b>                  | The Dalles               |
| <b># of Assets/Poles:</b>      | 7                        |
| <b>Start Date:</b>             | 10/16/2019               |
| <b>Misc Id:</b>                |                          |
| <b>Workflow Title:</b>         | Approve                  |
| <b>Workflow Assigned Date:</b> | Nov 25, 2019 12:00:00 AM |

|                                 |                                   |
|---------------------------------|-----------------------------------|
| <b>Ticket Owner:</b>            | Northern Wasco County PUD         |
| <b>Ticket Type:</b>             | Attachment Request                |
| <b>Contact Name:</b>            | Commstructure Consulting          |
| <b>Contact Phone:</b>           | (971) 266-4433                    |
| <b>Contact Email:</b>           | NJUNS@commstructureconsulting.com |
| <b>Priority:</b>                |                                   |
| <b>Reference Id:</b>            | QLife Lone Pine Extension         |
| <b>Work Requested Date:</b>     |                                   |
| <b>Next To Go Step:</b>         |                                   |
| <b>Next To Go Member:</b>       |                                   |
| <b>Workflow Assigned Party:</b> | Licensee                          |
| <b>Workflow Due Date:</b>       |                                   |

Remarks: QLife requests to overlash/attach to 7 NWCPUD poles. Request MR estimate to place taller pole on 130115331, to facilitate railroad crossing. Please see spreadsheet for more detail. CCLLC for Qlife- SJ

| Assets   |                   |              |                    |                |           |             |      |            |
|--|-------------------|--------------|--------------------|----------------|-----------|-------------|------|------------|
| Seq.   | Asset/Pole Number | House Number | Street             | Cross Street   | Latitude  | Longitude   | Type | Status     |
| 1  | 130116320         | 3023         | E 2nd St           |                | 45.599985 | -121.141091 |      | Accepted   |
| Description:   |                   |              | Alt Asset/Pole Id: |                |           |             |      |            |
| Directions:  |                   |              | Reference Id:      |                |           |             |      |            |
| Reference Point:   |                   |              | Installation Date: |                |           |             |      |            |
| Pre-Existing:  |                   |              | False              | Response Date: |           |             |      | 11/25/2019 |
| Private Property:  |                   |              | False              |                |           |             |      |            |
| +Attachment Height:  |                   |              | 24-0               |                |           |             |      |            |
| 2  | 130115331         |              |                    |                | 45.600248 | -121.141376 |      | Accepted   |
| Description:   |                   |              | Alt Asset/Pole Id: |                |           |             |      |            |
| Directions:  |                   |              | Reference Id:      |                |           |             |      |            |
| Reference Point:   |                   |              | Installation Date: |                |           |             |      |            |
| Pre-Existing:  |                   |              | False              | Response Date: |           |             |      | 11/25/2019 |
| Private Property:  |                   |              | False              |                |           |             |      |            |
| +Attachment Height:  |                   |              | TBD                |                |           |             |      |            |
| Remarks: Request Estimate to place taller pole to facilitate RR XING TM - . The make ready estimate to replace this 45/4 pole with a 50/3 pole is \$9,000. This includes pole removal, disposal, setting new pole, and completing PUD equip transfers to the new pole. |                   |              |                    |                |           |             |      |            |
| 3  | NT                |              |                    |                | 45.600705 | -121.141819 |      | Accepted   |
| Description:   |                   |              | Alt Asset/Pole Id: |                |           |             |      |            |
| Directions:  |                   |              | Reference Id:      |                |           |             |      |            |
| Reference Point:   |                   |              | Installation Date: |                |           |             |      |            |
| Pre-Existing:  |                   |              | False              | Response Date: |           |             |      | 11/25/2019 |
| Private Property:  |                   |              | False              |                |           |             |      |            |
| +Attachment Height:  |                   |              | 40-0               |                |           |             |      |            |
| Remarks: TM - this pole # is 1301145330  |                   |              |                    |                |           |             |      |            |
| 4  | 130113360         |              |                    |                | 45.601200 | -121.142355 |      | Accepted   |
| Description:   |                   |              | Alt Asset/Pole Id: |                |           |             |      |            |
| Directions:  |                   |              | Reference Id:      |                |           |             |      |            |
| Reference Point:   |                   |              | Installation Date: |                |           |             |      |            |
| Pre-Existing:  |                   |              | False              | Response Date: |           |             |      | 11/25/2019 |

|                     |  |  |  |                    |           |             |  |            |
|---------------------|--|--|--|--------------------|-----------|-------------|--|------------|
| Private Property:   | False  |  |  |                    | 45.601501 | -121.142717 |  | Accepted   |
| +Attachment Height: | 24-0   |  |  |                    |           |             |  |            |
| 5                   | 130113370  |  |  |                    |           |             |  |            |
| Description:        |  |  |  | Alt Asset/Pole Id: |           |             |  |            |
| Directions:         |  |  |  | Reference Id:      |           |             |  |            |
| Reference Point:    |  |  |  | Installation Date: |           |             |  |            |
| Pre-Existing:       | False  |  |  | Response Date:     |           |             |  | 11/25/2019 |
| Private Property:   | False  |  |  |                    |           |             |  |            |
| +Attachment Height: | 24-0   |  |  |                    |           |             |  |            |
| 6                   | 130112380  |  |  |                    | 45.601706 | -121.142912 |  | Accepted   |
| Description:        |  |  |  | Alt Asset/Pole Id: |           |             |  |            |
| Directions:         |  |  |  | Reference Id:      |           |             |  |            |
| Reference Point:    |  |  |  | Installation Date: |           |             |  |            |
| Pre-Existing:       | False  |  |  | Response Date:     |           |             |  | 11/25/2019 |
| Private Property:   | False  |  |  |                    |           |             |  |            |
| +Attachment Height: | 24-0/24-4  |  |  |                    |           |             |  |            |
| Remarks:            | Pl 2 new 3/4" screw anchors & 6.6m DG w/ 12' & 18' leads |  |  |                    |           |             |  |            |
| 7                   | 130116380  |  |  |                    | 45.601630 | -121.141520 |  | Accepted   |
| Description:        |  |  |  | Alt Asset/Pole Id: |           |             |  |            |
| Directions:         |  |  |  | Reference Id:      |           |             |  |            |
| Reference Point:    |  |  |  | Installation Date: |           |             |  |            |
| Pre-Existing:       | False  |  |  | Response Date:     |           |             |  | 11/25/2019 |
| Private Property:   | False  |  |  |                    |           |             |  |            |
| +Attachment Height: | 25-0   |  |  |                    |           |             |  |            |
| Remarks:            | Pl new 3/4" screw anchor & 6.6m DG w/ 9' Lead            |  |  |                    |           |             |  |            |

| Ticket Dynamic Attributes |            |                    |   |
|---------------------------|------------|--------------------|---|
| +Owner Granted Date:      | 11/25/2019 | +Owner Cost:       | 0 |
| +Owner2 Cost:             | 0          | +Total Other Cost: | 0 |
| +Total Cost:              | 0          |                    |   |

| Projects |                |                           |                |
|----------|----------------|---------------------------|----------------|
| Status   | Project Number | Project Id                | Member         |
| Open     | 90772          | QLife Lone Pine Extension | Q-Life Network |

| Parties                  |               |                         |          |       |        |                           |
|--------------------------|---------------|-------------------------|----------|-------|--------|---------------------------|
| Contact Name             | Phone         | Email                   | Type     | Order | Member | Company                   |
| Commstructure Consulting | NJUNS@66-4431 | structureconsulting.com | Creator  | 1     | QLIFE  | Q-Life Network            |
| Commstructure Consulting | NJUNS@66-4431 | structureconsulting.com | Licensee | 1     | QLIFE  | Q-Life Network            |
| Commstructure Consulting | NJUNS@66-4431 | structureconsulting.com | Owner    | 1     | NWCPUD | Northern Wasco County PUD |

| Comments            |                                   |         |  |
|---------------------|-----------------------------------|---------|--|
| Date                | Created By                        | Flagged | Comment  |
| 10/15/2019 17:14:51 | NJUNS@commstructureconsulting.com | FALSE   | Ticket Opened.   |
| 10/24/2019 17:04:43 | tom-mcgowan@nwascopud.org         | FALSE   | 130115331 - Make ready estimate to replace this 45/4 pole with a 50/3 pole is \$9,000. This includes pole removal, disposal, setting new pole, and completing PUD equip transfers to the new pole. |
| 11/01/2019 17:50:19 | NJUNS@commstructureconsulting.com | FALSE   | MR estimate is approved. Can we please get an estimated timeline for pole replacement? Thank you, CCLLC for Qlife - SJ   |
| 11/25/2019 18:11:03 | tom-mcgowan@nwascopud.org         | FALSE   | Send check for Make Ready estimate to the PUD. Once recv'd I will schedule our Line Crew to replace pole and let you know when it has been replaced.   |

| <b>Workflow</b>     |                                   |   |
|---------------------|-----------------------------------|---|
| <b>Date</b>         | <b>Created By</b>                 | <b>Comment</b>                                |
| 10/15/2019 17:14:52 | NJUNS@commstructureconsulting.com | Validate - Assigned. Assigned Role - Owner.   |
| 11/25/2019 18:12:51 | tom-mcgowan@nwascopud.org         | Validate - Completed.                         |
| 11/25/2019 18:12:52 | tom-mcgowan@nwascopud.org         | Approve - Assigned. Assigned Role - Licensee. |



## *Port Build/Chenoweth Expansion Updates*

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## *Executive Session*

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