

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, GRANTING A NON-EXCLUSIVE TELECOMMUNICATIONS MASTER PERMIT TO ELECTRIC LIGHTWAVE LLC, A WHOLLY OWNED SUBSIDIARY OF INTEGRA TELECOM HOLDINGS, INC., LEGALLY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING TELECOMMUNICATIONS TRANSMISSION LINES IN CERTAIN PUBLIC RIGHTS-OF-WAY IN THE CITY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Electric Lightwave, LLC, a wholly owned subsidiary of Integra Telecom Holdings, Inc., hereinafter referred to as "ELI," is a competitive telecommunications company providing communications and telecommunications services; and

WHEREAS, ELI's route through the City of Olympia, hereinafter referred to as "City," requires the use of certain portions of City rights-of-way for the installation, operation, and maintenance of a telecommunications system; and

WHEREAS, the City Council held a public hearing on September 18, 2012, and determined that the applicant has satisfied the requirements set forth in OMC 11.06.030 as follows. ELI has submitted licenses, certificates, and authorizations from the Federal Communications Commission, the Washington Utilities and Transportation Commission, and any other federal or state agency with jurisdiction over the activities proposed by the applicant. City Council confirms that the capacity of the public ways can accommodate the applicant's current Facilities if the master permit is granted. ELI confirms that there are currently no additional facilities planned and there is no anticipated damage or disruption to the right of way. Construction of additional facilities will comply with the City's Engineering Design and Development Standards (Engineering Standards). There will be minimal effect, if any, on public health, safety and welfare if the master permit requested is granted. ELI has agreed to comply with all federal, state, and local telecommunications laws, regulations and policies; and

WHEREAS, the Revised Code of Washington (RCW) authorizes the City to grant and regulate nonexclusive Telecommunications Master Permits, for the use of public streets, right-of-ways and other public property, for transmission of communications; and

WHEREAS, in 2001, ELI was granted a five-year nonexclusive Telecommunications Master Permit (Ordinance 6152), which has since expired; and

WHEREAS, the insurance provisions are updated herein and supersede the insurance provisions set forth in Olympia Municipal Code 11.10.220; and

WHEREAS, this Telecommunications Master Permit contains the following:

Section 1. Non-exclusive Telecommunications Master Permit Granted

Section 2. Authority

Section 3. Master Permit Term

Section 4. Acceptance of Terms and Conditions

Section 5. Construction Provisions and Standards

- A. Permit Required
- B. Coordination
- C. Construction Standards
- D. Underground Installation Required
- E. Relocation.
- F. Removal or Abandonment
- G. Bond
- H. "One-Call" Location & Liability
- I. As-Built Plans Required
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- K. Vacation

Section 6. Telecommunications Master Permit Compliance.

- A. Telecommunications Master Permit Violations
- B. Emergency Actions.
- C. Other Remedies
- D. Removal of System

Section 7. Insurance

Section 8. Other Permits & Approvals

Section 9. Transfer of Ownership.

Section 10. Administrative Fees.

Section 11. Notices.

Section 12. Indemnification.

Section 13. Severability

Section 14. Reservation of Rights

Section 15. Police Powers

Section 16. Future Rules, Regulations, and Specifications

Section 17. Effective Date

Section 18. Law and Venue

Section 19. Ratification

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Non-exclusive Telecommunications Master Permit Granted.

A. The City hereby grants to ELI, subject to the conditions prescribed in this ordinance ("Master Permit"), the rights and authority to construct, replace, repair, monitor, maintain, use and operate the equipment and facilities necessary for an underground telecommunications transmission system, within the City-owned rights-of-way generally described in Exhibit A, and hereinafter referred to as the "Master Permit area."

B. Such use shall not be deemed to be exclusive to ELI and shall in no way prohibit or limit the City's ability to grant other Master Permits or rights along, over, or under the areas to which this Master Permit has been granted to ELI; provided, that such other uses do not unreasonably interfere with ELI's exercise of Master Permit rights granted herein, as determined by the City. This Master Permit shall in no way interfere with existing utilities or in any way limit, prohibit or prevent the City from using the Master Permit area, and shall not affect the City's jurisdiction over such area in any way.

Section 2. Authority. The Director of Community Planning and Development "CP&D" or his or her designee is hereby granted the authority to administer and enforce the terms and provisions of this Master Permit Agreement, and may develop such rules, policies and procedures as he or she deems necessary to carry out the provisions contained herein.

Section 3. Master Permit Term. The Master Permit rights granted herein shall remain in full force and effect for a period of five (5) years from the effective date of this ordinance. This Master Permit shall not take effect and ELI shall have no rights under

this Master Permit unless a written acceptance with the City is received pursuant to Section 4 of this agreement. If ELI requests a Master Permit renewal prior to the expiration date, the City may, at the City's sole discretion, extend the term of this Master Permit beyond the expiration date to allow processing of renewal. If the City elects to extend the term of this Master Permit, written notice of the extension shall be provided to ELI prior to the Master Permit expiration date.

Section 4. Acceptance of Terms and Conditions. The full acceptance of this Master Permit and all the terms and conditions shall be filed with the City Clerk within 30 days of the effective date of this ordinance in the form attached hereto as Exhibit B. Failure on the part of ELI to file said consent within 30 days of the effective date of this ordinance shall void and nullify any and all rights granted under this Master Permit Agreement.

Section 5. Construction Provisions and Standards. The following provisions shall be considered mandatory and failure to abide by any conditions described herein shall be deemed as non-compliance with the terms of this Master Permit Agreement and may result in some or all of the penalties specified in Section 6.

A. Permit Required. No construction, maintenance, or repairs (except for emergency repairs) shall be undertaken in the Master Permit area without first obtaining appropriate permits from CP&D. In case of an emergency, ELI shall within 24 hours of the emergency, obtain a permit from CP&D.

B. Coordination. A City inspector shall inspect all construction projects performed by ELI within the Master Permit area. All work and inspection shall be coordinated with CP&D to ensure consistency with City infrastructure, future Capital Improvement Projects, all developer improvements, and pertinent codes and ordinances.

C. Construction Standards. Any construction, installation, maintenance, and restoration activities performed by or for ELI within the Master Permit area shall be constructed and located so as to produce the least amount of interference with the free passage of pedestrian and vehicular traffic. All construction, installation, maintenance, and restoration activities shall be conducted such that they conform to the most currently adopted version of the Engineering Standards and comply with Title 11 of the Olympia Municipal Code.

D. Underground Installation Required. All new telecommunications cables and junction boxes or other vaulted system components shall be installed underground unless otherwise exempted from this requirement, in writing, by the Director of CP&D.

E. Relocation.

1. ELI shall, at its own expense, temporarily or permanently remove, relocate, place underground, change or alter the position of any facilities or structures within the right-of-way whenever the City has determined that such removal,

relocation, undergrounding, change or alteration is reasonably necessary for the construction, repair, maintenance, installation, public safety, or operation of any City or other public improvement in or upon the rights-of-way. ELI may seek reimbursement for relocation expenses from the City if the undergrounding meets the requirements for reimbursement outlined in Title 11 of the City code and RCW 35.99.060. ELI shall coordinate any undergrounding with other companies that are required to underground in the same area at the same time, or as a part of the same project.

2. ELI may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent rights of way. The City shall evaluate such alternatives and advise ELI in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the facilities. If requested by the City, ELI shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by ELI full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, ELI shall relocate its facilities as otherwise provided in this section.

F. Removal or Abandonment. Upon the removal from service of any of ELI's system or other associated structures, facilities and amenities, ELI shall comply with all applicable standards and requirements prescribed by City code and the EDDS for the removal or abandonment of said structures and facilities. No facility constructed or owned by ELI may be abandoned without the express written consent of the City.

G. Bond. Before undertaking any of the work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Master Permit Agreement, ELI shall upon the request of the City, furnish a bond executed by ELI and a corporate surety authorized to operate a surety business in the State of Washington, in such sum as may be set and approved by the City Attorney as sufficient to ensure performance of ELI's obligations under this Master Permit Agreement. At ELI's sole option, ELI may provide alternate security in the form of an assignment of funds or a letter of credit, in the same amount as the bond. All forms of bond or alternate security shall be in the form reasonably acceptable to the City Attorney. The bond shall be conditioned so that ELI shall observe all the covenants, terms, and conditions and shall faithfully perform all of the obligations of this Master Permit Agreement, and to repair or replace any defective work or materials discovered in the City's roads, streets, or property. ELI may not encumber a bond required by this section for any other purpose.

H. "One-Call" Location & Liability. ELI shall subscribe to and maintain membership in the regional "One-Call" utility location service and shall promptly locate all of its lines upon request. The City shall not be liable for any damages to ELI's system components or for interruptions in service to ELI customers which are a direct result of work performed for any City project for which ELI has failed to properly locate its lines and facilities within the prescribed time limits and guidelines established by

One-Call. The City shall also not be liable for any damages to the ELI system components or for interruptions in service to ELI customers resulting from work performed under a permit issued by the City.

I. **Record Drawings Required.** ELI shall maintain accurate engineering plans and details of all installations within the City limits and shall provide such information in both paper form and electronic form using the most current AutoCAD version prior to close-out of any permits issued by the City and any work undertaken by ELI pursuant to this Master Permit Agreement. The City shall determine the acceptability of any record drawing submittals provided under this section.

J. **Recovery of Costs.** ELI shall be subject to all permit fees associated with activities undertaken through the authority granted in this Master Permit Agreement or under other ordinances of the City. Where the City incurs costs and expenses for review or inspection of activities undertaken through the authority granted in this Master Permit Agreement or any ordinances relating to the subject for which permit fees have not been established, ELI shall pay such reasonable costs and expenses directly to the City.

K. **Vacation.** If, at any time, the City vacates any City road, right-of-way or other City property which is subject to rights granted by this Master Permit Agreement and said vacation is for the purpose of acquiring the fee or other property interest in said road, right-of-way or other City property for the use of the City, in either its proprietary or governmental capacity, then the City may, at its option and by giving 30 days written notice to ELI, terminate this Master Permit Agreement with reference to such City road, right-of-way or other City property so vacated, and the City shall not be liable for any damages or loss to ELI by reason of such termination other than those provided for in RCW 35.99.

Section 6. Master Permit Compliance.

A. **Master Permit Violations.** The failure by ELI to fully comply with any of the provisions of this Master Permit may result in a written notice from the City, which describes the violations of the Master Permit and requests remedial action within 30 days of receipt of such notice. If ELI has not attained full compliance at the end of the 30-day period following receipt of the violation notification, the City may declare an immediate termination of all Master Permit rights and privileges, provided that full compliance was reasonably possible within that 30-day period.

B. Emergency Actions.

1. If any of ELI's actions, or any failure by ELI to act to correct a situation caused by ELI, is deemed by the City to create a threat to life or property, the City may order ELI to immediately correct said threat or, at the City's discretion, the City may undertake measures to correct said threat itself; provided that, when possible, the City shall notify ELI and give ELI an opportunity to correct said threat before undertaking

such corrective measures. ELI shall be liable for all costs, expenses, and damages attributed to the correction of any such emergency situation as undertaken by the City to the extent that such situation was caused by ELI and shall further be liable for all costs, expenses, and damages resulting to the City from such situation and any reimbursement of such costs to the City shall be made within 30 days of written notice of the completion of such action or determination of damages by the City. The failure by ELI to take appropriate action to correct a situation caused by ELI and identified by the City as a threat to public or private safety or property shall be considered a violation of Master Permit terms.

2. If during construction or maintenance of ELI's facilities any damage occurs to an underground facility, and the damage results in the release of natural gas or other hazardous substance or potentially endangers life, health or property, ELI or its contractor shall immediately call 911 or other local emergency response number.

C. **Other Remedies.** Nothing contained in this Master Permit Agreement shall limit the City's available remedies in the event of ELI's failure to comply with the provisions of this Master Permit, to include but not limited to, the City's right to a lawsuit for specific performance and/or damages.

D. **Removal of System.** In the event that this Master Permit is terminated as a result of violations of the terms of this Master Permit, ELI shall at its sole expense, promptly remove all system components and facilities, provided that the City, at its sole option, may allow ELI to abandon its facilities in place.

Section 7. Insurance.

A. ELI shall maintain liability insurance written on an occurrence form during the full term of this Master Permit for bodily injuries and property damages. The policy shall contain coverage in the amounts and conditions set forth in this Section, 7(D).

B. Such insurance shall specifically name, as additional insured, the City, its officers, and employees; shall apply as primary insurance; shall stipulate that no insurance affected by the City will be called on to contribute to a loss covered thereunder; and shall further provide that the policy shall not be modified or canceled during the life of the permit or Master Permit without giving advanced written notice to the City Manager.

C. If the City determines that circumstances warrant an increase in insurance coverage and liability limits to adequately cover the risks of the City, the City may require additional insurance to be acquired. The City shall provide written notice should the City exercise its right to require additional insurance.

D. As a condition of the master permit, the master permittee shall grant, secure, and maintain the following liability insurance policies insuring both the master permittee and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional

insured parties against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to the grantee, master permittee, or lessee:

1. Commercial general liability insurance, written on an occurrence basis and on form to include premises, products, completed operations, explosions, collapse and underground hazards with limits not less than \$5,000,000.00 per occurrence covering bodily injury or death and property damage and may be placed with a combination of primary and excess liability policies;
2. Automobile liability for owned, non-owned and hired vehicles with a limit of \$3,000,000.00 for each accident covering bodily injury or death and property damage and may be placed with a combination of primary and excess liability policies;
3. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00;
4. The liability insurance policies required by this Section shall be maintained by the master permittee throughout the term of the master permit and such other period of time during which the master permittee is operating without an authorization, master permit or is engaged in the removal of its telecommunications facilities. The master permittee shall provide an insurance certificate, together with an endorsement naming the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds, to the City prior to the commencement of any work or installation of any facilities pursuant to said authorization, or master permit. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of the master permittee. The liability insurance policies required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The grantee, master permittee, or lessee's insurance shall be primary insurance as respects the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the grantee, master permittee, or lessee's insurance and shall not contribute with it;
5. In addition to the coverage requirements set forth in this Section, the insurance certificate shall state should any of the required insurance be cancelled or not renewed, advanced written notice shall be provided to the City Manager of such intent to cancel or not to renew. Within thirty (30) days after receipt by the

City of said notice, and in no event later than five (5) days prior to said cancellation or intent not to renew, the grantee, master permittee, or lessee shall obtain and furnish to the City replacement insurance certificate meeting the requirements of this Section.

Section 8. Other Permits & Approvals. Nothing in this Agreement shall relieve ELI from any obligation to obtain approvals or permits from applicable federal, state, and City authorities for all activities in the Master Permit area.

Section 9. Transfer of Ownership.

A. The rights, privileges, benefits, title, or interest provided by this Master Permit shall not be sold, transferred, assigned, or otherwise encumbered, without the prior written consent of the City, with such consent not being unreasonably withheld or delayed. No such consent shall be required for a transfer in trust, by other hypothecation, or by assignment or any rights, title, or interest in ELI's system in order to secure indebtedness. Approval shall not be required for mortgaging purposes provided that the collateral pledged for any mortgage shall not include the assets of this Master Permit, or if such transfer is from ELI to another person or entity controlling, controlled by, or under common control with ELI. ELI may license fibers to other users without the consent of the City provided that ELI remains solely responsible for the terms and conditions outlined in this Master Permit.

B. In any transfer of this Master Permit which requires the approval of the City, ELI shall show that the recipient of such transfer has the technical ability, financial capability, and any other legal or general qualifications as reasonably determined by the City to be necessary to ensure that the obligations and terms required under this Master Permit Agreement can be met to the full satisfaction of the City. The qualifications of any transferee shall be determined by hearing before the City Council and the approval to such transfer shall be granted by resolution of the City Council. Any actual and reasonable administrative costs associated with a transfer of this Master Permit which requires the approval of the City, shall be reimbursed to the City within 30 days of such transfer.

Section 10. Administrative Fees.

A. Pursuant to the Revised Code of Washington (RCW), the City is precluded from imposing Master Permit fees for "telephone businesses" defined in RCW 82.04.065, except that fees may be collected for administrative expenses related to such Master Permit. ELI does hereby warrant that its operations as authorized under this Master Permit are those of a telephone business as defined in RCW 82.04.065.

B. ELI shall be subject to a reasonable administrative fee for reimbursement of costs associated with the preparation, processing, and approval of this Master Permit Agreement and for reimbursement of administrative costs for issuing any permits and for inspecting, monitoring or supervising any actions required under Section 5 above.

These costs shall include but not be limited to wages, benefits, overhead expenses, equipment, and supplies associated with such tasks as plan review, site visits, meetings, negotiations, and other functions critical to proper management and oversight of City's right-of-way. Administrative fees exclude normal permit fees as stipulated in Title 11 of the Olympia Municipal Code.

C. In the event ELI submits a request for work beyond scope of original Master Permit, or submits a complex project that requires significant comprehensive plan review, or inspection, ELI shall reimburse the City for Master Permit amendment and expenses associated with the project. ELI shall pay such costs within 30 days of receipt invoice from the City.

D. Failure by ELI to make full payment of bills within the time specified shall be considered sufficient grounds for the termination of all rights and privileges existing under this ordinance utilizing the procedures specified in Section 6 of this ordinance.

Section 11. Notices. Any notice to be served upon the City or ELI shall be delivered to the following addresses respectively:

City:
City of Olympia
ATTN: City Manager

PO Box 1967
Olympia, WA 98507

ELI:
Electric Lightwave, LLC
c/o Integra Telecom, Inc.
Attn.: Department of Law & Policy
1201 NE Lloyd Blvd, Suite 500
Portland, OR 97232

With a copy to:
City of Olympia

ATTN: City Attorney
PO Box 1967
Olympia, WA 98507

Electric Lightwave, LLC
Attn: Contracts Administration
1201 NE Lloyd Blvd., Ste 500
Portland, Oregon 97232

Electric Lightwave, LLC
Attn: Tax Administration
1201 NE Lloyd Blvd., Ste 500
Portland, Oregon 97232

Section 12. Indemnification.

A. ELI shall use reasonable and appropriate precautions to avoid damage to persons or property in the construction, installation, repair, operation, and maintenance of its structures and facilities. ELI shall indemnify and hold the City harmless from all claims, actions or damages, including reasonable attorney's and expert witness fees, which may accrue to or be suffered by any person or persons, corporation or property to the extent caused in part or in whole by any act or omission of ELI, its officers, agents, servants or employees, carried on in the furtherance of the rights, benefits, and

privileges granted to ELI by this Master Permit, including, but not limited to, any delay or failure to comply with the City's directives to relocate or remove its equipment or facilities. In the event any claim or demand is presented to or filed with the City which gives rise to ELI's obligation pursuant to this section, the City shall within a reasonable time notify ELI thereof and ELI shall have a right, at its election, to settle or compromise such claim or demand. In the event any claim or action is commenced in which the City is named a party, and which suit or action is based on a claim or demand which gives rise to ELI's obligation pursuant to this section, the City shall promptly notify ELI thereof, and ELI shall, at its sole cost and expense, defend such suit or action by attorneys of its own election. In defense of such suit or action, ELI may, at its election and at its sole cost and expense, settle or compromise such suit or action.

B. To the extent of any concurrent negligence between ELI and the City, ELI's obligations under this paragraph shall only extend to its share of negligence or fault. The City shall have the right at all times to participate through its own attorney in any suit or action which arises out of any right, privilege, and authority granted by or exercised pursuant to this Master Permit when the City determines that such participation is required to protect the interests of the City or the public. Such participation by the City shall be at the City's sole cost and expense.

C. With respect to the performance of this Master Permit and as to claims against the City, its officers, agents and employees, ELI expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its officers, agents and employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of ELI's officers, agents or employees. This waiver is mutually negotiated by the parties.

Section 13. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the City may, at its sole option, deem the entire ordinance to be affected and thereby nullified. However, in the event that a determination is made that a section, sentence, clause, or phrase in this ordinance is invalid or unconstitutional, the City may elect to treat the portion declared invalid or unconstitutional as severable and enforce the remaining provisions of this ordinance; provided that, if the City elects to enforce the remaining provisions of the ordinance, ELI shall have the option to terminate the Master Permit Agreement.

Section 14. Reservation of Rights. The parties agree that this Permit is intended to satisfy the requirements of all applicable laws, administrative guidelines, rules, orders, and ordinances. Accordingly, any provision of this agreement or any local ordinance which may conflict with or violate the law shall be invalid and unenforceable, whether occurring before or after the execution of this agreement, it being the intention of the parties to preserve their respective rights and remedies under the law, and that the

execution of this agreement does not constitute a waiver of any rights or obligations by either party under the law.

Section 15. Police Powers. Nothing contained herein shall be deemed to affect the City's authority to exercise its police powers. ELI shall not by this Master Permit obtain any vested rights to use any portion of the City right-of-way except for the locations approved by the City and then only subject to the terms and conditions of this Master Permit. This Master Permit and the permits issued thereunder shall be governed by applicable City ordinances in effect at the time of application for such permits.

Section 16. Future Rules, Regulations, and Specifications. ELI acknowledges that the City may develop rules, regulations, and specifications, including a general ordinance or other regulations governing telecommunications operations in the City. Such regulations, upon written notice to ELI, shall thereafter govern ELI's activities hereunder; provided, however, that in no event shall regulations:

A. materially interfere with or adversely affect ELI's rights pursuant to and in accordance with this Master Permit; or

B. be applied in a discriminatory manner as it pertains to ELI and other similar user of such facilities.

Section 17. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force and effect five (5) days after passage and publication as provided by law.

Section 18. Law and Venue. This Master Permit is issued under the laws of the State of Washington, and the forum for any dispute arising under this Master Permit shall be in Thurston County Superior Court.

Section 19. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY (ACA)

APPROVED:

PUBLISHED:

PASSED:

ATTACHMENTS: *EXHIBIT A, ELI system map (combination ELI/ATI facilities)*
EXHIBIT B, Master Permit Agreement Acceptance Form,
ELI

EXHIBIT A

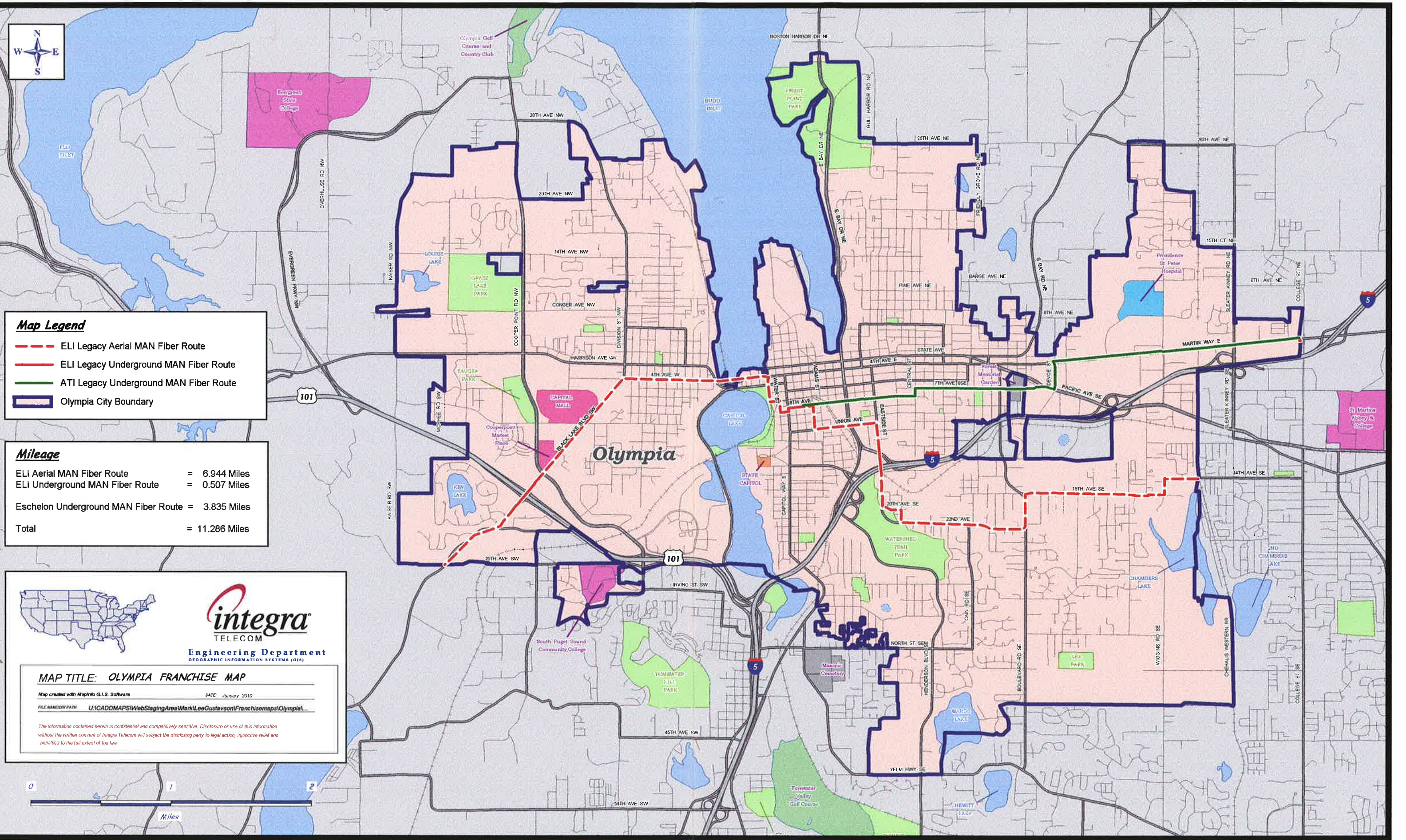


EXHIBIT B

MASTER PERMIT ACCEPTANCE FORM

ELECTRIC LIGHTWAVE, LLC

Date: _____

City of Olympia
City Clerk's Office
PO Box 1967
Olympia, WA 98507

Re: Ordinance No. _____
Adopted _____

In accordance with and as required by Section 4 of the City of Olympia Ordinance referenced above, Electric Lightwave, LLC, hereby accepts the terms, conditions and obligations to be complied with or performed by it under the Ordinance.

I certify that I am duly authorized to execute this acceptance on behalf of Electric Lightwave, LLC.

Signature

Printed Name and Title