


TRANSMITTAL MEMORANDUM

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TO: The Honorable Mayor & City Council Initials:   
FROM: Lacey G. Simpson, Assistant General Manager File #: MGR24-781  
DATE: December 13, 2024 Mtg. #: 12/19/24 CAK  
RE: **Agreement for 2025-2028 Joint Use of Ketchikan Public Utilities System Poles – Ketchikan Public Utilities Telecommunications Division**

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As indicated in the attached memorandum from KPU Electric Division Manager Jeremy Bynum, the City of Ketchikan d/b/a Ketchikan Public Utilities (Electric Division) and the Ketchikan Public Utilities Telecommunications Division have been operating under a Pole Attachment Agreement, which will expire December 31, 2024. Negotiations for a successor agreement have now been completed and are summarized in the Electric Division Manager's report. The standard attachment cost is \$22.90 per pole (up from \$22.37) and \$274.80 per load center box (previously \$268.44 per box). The term of the agreement is for four years, expiring December 31, 2028. The initial annual value of this successor agreement is \$84,959.

A motion has been prepared for City Council consideration.

**Recommended Motion:**

I move that the City Council approve the 2025-2028 Joint Use of Ketchikan Public Utilities System Poles Agreement between Ketchikan Public Utilities Telecommunications Division and the City of Ketchikan d/b/a Ketchikan Public Utilities (Electric Division) and authorize the General Manager to execute the contract on behalf of the City Council.



Electric Division  
1065 Fair Street  
Ketchikan, AK 99901

Phone: (907) 225-5505  
Fax: (907) 247-0755

## Memorandum

TO: Delilah Walsh, KPU General Manager

FROM: Jeremy T. Bynum PE, Electric Division Manager

DATE: December 9, 2024

**SUBJECT: Agreement for 2025-2028 Joint Use of Ketchikan Public Utilities System Poles with the KPU Telecommunications Division**

As with the other local communication companies in, KPU Electric maintains an FFC-required agreement with KPU Telecommunications that provides for joint use of KPU Electric system poles relative to the installation of KPU Telecom attachments. The existing agreement expires on December 31, 2024.

Attached for review is the 2025-2028 successor agreement. The terms and conditions are essentially the same as the 2021-2024 agreement. However, in an effort to standardize all joint pole use attachment agreements that KPU Electric maintains, including with Alaska Power & Telephone and GCI, this new KPU Telecom agreement has been changed to be valid January 1, 2025, through December 31, 2028. Additionally, there has been a slight upward adjustment to the rates charged. The new rate is \$22.90 per attachment (previously \$22.37 per attachment), and \$274.80 per load center box (previously \$268.44 per box). The initial annual value of the agreement is \$84,959.

**Recommendation:** It is recommended that the City Council approve the 2025-2028 Joint Use of Ketchikan Public Utilities System Poles Agreement between the Ketchikan Public Utilities Division and the Ketchikan Public Utilities Electric Division, and authorize the General Manager to execute the agreement on behalf of the City Council.

Attachment: KPU Telecom Agreement for 2025-2028 Joint Use of Ketchikan Public Utilities System Poles

**AGREEMENT  
FOR  
2025-2028 JOINT USE OF KETCHIKAN PUBLIC UTILITIES SYSTEM POLES**

**THIS AGREEMENT** made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF KETCHIKAN**, a municipal corporation, d/b/a **KETCHIKAN PUBLIC UTILITIES ELECTRIC DIVISION** of Ketchikan, Alaska, hereinafter referred to as “KPU”, and **KETCHIKAN PUBLIC UTILITIES TELECOMMUNICATIONS DIVISION**, herein after referred to as “Telecom”, witnesseth:

**RECITALS**

(A) KPU is willing to permit the use of KPU utility poles when such use, in KPU’s reasonable judgment, will not interfere with KPU’s own service requirements and needs, including consideration of economy and of safety, subject to all of the terms, conditions, and provisions herein contained.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants, terms and conditions herein provided the parties hereto agree as follows:

**Section 1: Term.** The term of this agreement shall commence on the effective date hereof and continue in effect through December 31, 2028

**Section 2: Compensation.**

- 2.1** The compensation to be paid by Telecom to KPU for use of KPU’s poles shall be based on the number of KPU Electric Division poles with Telecom attachments on the poles multiplied by \$44.74 per pole, ( two pole attachment fees \$22.90 each) adjusted annually by the CPI-U consumer index. As of October 10, 2024 the number of KPU Electric Division poles contacted by Telecom apparatus is **3,437**. The addition and retirement of poles during the term of this agreement shall be adjusted on October 1<sup>st</sup> and April 1<sup>st</sup> of each year.
- 2.2** Telecom has placed Fiber Cross Connect boxes on **22** poles. Such boxes and the accompanying conduit and associated apparatus occupy more of the pole than the FCC formula allows for cable TV attachments. The compensation to be paid by Telecom to KPU shall be \$274.80 per pole.
- 2.3** This agreement incorporates the August 19, 2013 Memorandum of Understanding known as Amendment No. 2 providing for the attachment of three 4G/LTE antennas and three remote radio units to Pole No. 1231 B3 2. The rate for this pole will be three pole attachment fees (22.90 x 3 = 68.70). Additionally,
- 2.4** 08/29/2017 – Telecom added (1) antenna on Pole No. 1414-D4-1 (Park Ave & Salmon Row);

**2.5** 12-18-2017 – Telecom added one (1) antenna on Pole #1333-C2-3 (Tuttle Way)

Payment shall be made on a semi-annually, in advance, with the first payment due upon execution of this Agreement by Telecom.

**Section 3: Joint Use of Poles-Scope.** This agreement applies to the geographic area in which KPU renders service and shall cover all existing KPU poles, and such additional KPU poles as are hereafter installed. Telecom may attach its cables and associated facilities to KPU poles, subject, however, to the terms and conditions of this Agreement. Telecom shall keep its cables and facilities in good and safe conditions.

This agreement specifically excludes those poles known as “Pony poles” that are owned and controlled by KPU Telecommunications Division.

**Section 4: Easements and Right-of-Way.** Each party shall be responsible for obtaining their own easements and right-of-way. KPU cannot and does not assure or warrant to Telecom the existence, availability, or adequacy of any easements or right-of-way.

**Section 5: Relocation of Poles.** Whenever in KPU's judgment relocation of a pole is necessary, each party shall bear the cost of transferring their own pole attachments. KPU will provide a five (5) day notice of actual construction before moving or relocating any Telecom equipment (except in case of an emergency, in which event verbal notice will be given and subsequently confirmed in writing).

**Section 6: Future Construction.** So that the parties may effectively coordinate their efforts and plans regarding joint use of poles or pole lines to be constructed in the future, the parties shall, insofar as practicable, make known to each other their plans for future expansion and construction involving poles. The parties agree to cooperate in the planning of such construction so that joint use may be accomplished, to the extent possible, in a manner mutually satisfactory to both parties.

**Section 7: Abandonment of Joint Poles.** If KPU elects at any time to abandon any jointly used pole, it will give Telecom notice in writing to that effect not less than thirty (30) days prior to the date on which KPU intends to abandon the pole. If, upon the date of abandonment, KPU has no attachments on such pole and Telecom has failed to remove all of Telecom's attachments from the pole, the pole shall thereupon become the property of telecom, shall in addition thereto pay KPU for such pole at the current value of a similar pole on the KPU system. KPU will evidence transfer of such pole to Telecom.

**Section 8: Quarterly Attachment Report.** Effective upon Telecom execution of this agreement, Telecom shall submit to the KPU General Manager a report that indicates by pole number or by address, new Telecom pole contacts and deleted pole contacts completed during the previous quarter. Said report will be provided to the KPU General Manager within the month following the previous quarter.

**Section 9: New Pole Attachments.** If in the reasonable judgment of KPU joint use of a pole is undesirable, KPU shall have the right to deny a new pole attachment. However, KPU shall not unreasonably withhold authorization from Telecom to attach to a new pole.

**Section 10: Specifications.** All cables, wires, appliances, or equipment of Telecom attached at any location to a KPU pole shall be installed, connected, and maintained by Telecom at no cost or expense to KPU and in accordance with the requirements of the latest edition of the National Electric Safety Code and any subsequent amendments or revisions thereto, and any other applicable rules, regulations, orders, laws or ordinances. All cable and other facilities attached by Telecom shall be made and accomplished in a manner that is acceptable to KPU and in such manner as to prevent any conflict with the use of the pole by KPU, and to avoid any interference with the working use of KPU's present or future facilities located on the pole.

**Section 11: Street Lighting, Fire Alarm, Police.** Where regulations or policies of the City of Ketchikan require or permit use of KPU utility poles for street lighting, fire alarms, police alarms, or any other signal systems, such pole use will continue.

**Section 12: Entire Agreement.** This agreement and all schedules, appendices and exhibits hereto, if any, sets forth all the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this agreement, or any schedule, appendix, exhibit or attachments thereto shall be binding upon the parties hereto unless reduced to writing and signed by them. These presents constitute a final, complete and exclusive statement of this agreement.

**Section 13:** This agreement shall be effective as of January 1, 2025

**WHEREFORE**, the parties have executed the agreement effective as of the date first above written at Ketchikan, Alaska.

City of Ketchikan d/b/a  
KETCHIKAN PUBLIC UTILITIES

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jeremy Bynum, Electric Division Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dan Lindgren, Telecommunications Division  
Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Delilah Walsh, KPU General Manager