City of Dover

Review of Recent Changes in Financial Markets

October 13, 2008

EXHIBIT #1
Regular Council Meeting of 10/13/2008

Bankruptcies, Bailouts, & Buy Outs

- Lehman Brothers Bankruptcy
- Bank of America purchases Merrill Lynch
- Federal Reserve bailout of American International Group (AIG)
- Treasury Department provides $50 billion temporary guarantee of money market deposits as of 9/19
- Bear Sterns purchased by JP Morgan
- Fannie Mae & Freddie Mac placed into conservatorship; $700 million bailout plan
- JP Morgan purchases assets of Washington Mutual
- Citigroup purchases assets of Wachovia

More Uncertainty

- Downgrade of all but two “AAA/Aaa” municipal bond insurers due to exposure of subprime mortgage market; the remaining two triple A placed on negative watch; impacts interest rates;
- Other commercial banks on the watch list; Several have lost significant market value; i.e. Fifth Third Bank down 44%; National City down 56%; Wachovia lost over 90%;
- Housing prices dropping; Regional pockets hit hardest – West/Southwest 25% - 30%; Some values are less than outstanding mortgages; Nominal housing prices at 2004 levels;

Government Intervention

- Restore confidence in the financial markets
- Federal Reserve added $300 million to the amount of cash loans to banks, doubling the previous amount to encourage lending
- Congress drafting Rescue Bill;
- Potential changes in mark to market accounting rules;

Municipal Bond Issues

- Uncertainty has caused many municipal bond deals to be postponed (or projects put on hold) without a specific sale date; Effecting interest rates;
- Underwriters are closely monitoring the market with the hopes of seeing enough stability, liquidity, and demand for new issues to be priced;
- September 2008 as of 9/26/08 – deals totaled $19.69 billion among 593 issues; September 2007 – deals totaled $32.81 billion among 941 issues; the largest September volume since 1999;

Average Bond Interest Cost

- 2003 General Obligation – 3.87%
- 2003 Water & Wastewater Revenue – 3.54%
- 2004 Electric Revenue Taxable – 4.82%
- 2008 Electric Revenue Tax Exempt – 4.81%
- Current Bond Issues 9/29 –
  - New York Transitional Finance Authority $300 million building aid revenue potential rate of 5.65%; on hold;
  - Log Angeles Convention And Exhibition Center Authority postponed two previous weeks had rate of 4.36% in 2016 and 5.30% in 2022.

Potential Impact on Dover

- Reduction in the number of financial entities to underwrite bonds; i.e. Merrill Lynch
- Infusion of cash by Federal Reserve; Cash being held onto – fire sales and market confidence;
- Interest rates for bond issues – less than 5%
- Investment earnings on cash balances and reserves; Interest rate volatility;
- Investment earnings on pension funds; Increase liabilities;
- Tightened credit requirements; Ability to finance development projects and purchase homes. Personal loans.
- Lower home sales, vehicles, and construction projects; Less cash into local economy;

Wilmington Trust Investment Performance

		June 30 2008		September 30, 2008
		QTRLY	YTD	Annual Yields
Short-term Portfolio	Total Return	0.75%	1.90%	N/A
	3 Month Certificate of Deposit	0.73%	1.54%	2.5% - 3.5%
	91 Day Treasury Bill	0.31%	1.19%	0.94%
	State Investment Pool	0.59%	1.45%	N/A
	Average Yield on Portfolio		2.92%	3.36%
Intermediate-term Portfolio	Total Return	0.33%	1.86%	N/A
	1-Year Certificate of Deposit	0.82%	1.58%	3.5% - 4.5%
	ML 1 – 3 Year Treasury Index	-0.86%	2.10%	1.73%
	State Investment Pool	0.59%	1.45%	N/A
	Average Yield on Portfolio		4.31%	4.16%

Investment Portfolio

- Wilmington Trust Managed Accounts (includes Reserves & OPEB)
  - Fortis Bank maturing 10/8/08 was on watch list; Belgium provided cash infusion for assistance; $250,000 of short term portfolio or 7.34% of market value; U.S. Bank maturing 12/15/08 $500,000 of short term portfolio or 14.91% rated Aa2, YTM 4.57%; Associates Corp North Amer. YTM 8.94%;
  - No exposure to Lehman, AIG, or Merrill Lynch
  - Financial Institutions – Goldman Sachs, Bank of America, JP Morgan Chase, MBNA America Bank, and Wells Fargo; All rated double Aa and triple Aaa; $7.1 million of long term portfolio or 14.48% of total market value; (Does not include BOA $3.7 matured on 9/16/08)
  - Fannie Mae & Freddie Mac. Representative of $13.1 million or 26.67% of long term portfolio. Being backed by Federal Government; Latest maturity is 8/13/12 for $1.5 million;
  - Wilmington Trust has shortened its list of acceptable companies and banks for Commercial Paper.
  - Total Market Value of Portfolios $3.3 Short Term; $49.2 Long Term;

Civilian Pension Fund Performance

Calendar Year	June 30, 2008		September 26, 2008		September 30, 2008	
	QTR	YTD	QTR	YTD	YTD	Quintile Rank
Total Fund	-1.6%	-6.0%	-1.6%	-10.7%		
Domestic Stock Funds						
Vanguard Value Index	-6.2%	-14.6%	-1.6%	-16.4%	-19.5%	C
Vanguard Primecap Core	2.3%	-5.0%	-1.6%	-9.9%	-13.2%	A
Vangurad Morgran Growth Adm.	2.7%	-8.7%	-1.6%	-19.0%	-22.4%	B
American Growth Funds	1.3%	-6.6%	-1.6%	-16.8%	-20.6%	B
DFA U.S. Targeted Value	-2.9%	-9.1%	-1.6%	-5.0%	-8.7%	C
Royce Value Plus	2.2%	-7.7%	-1.6%	-12.9%	-16.8%	D
Fixed Income						
Vanguard Intermediate Bond Index	-2.2%	1.0%	-3.0%	-2.0%	-1.7%	B
Vanguard Short Term Bond Index	-1.1%	2.0%	-0.7%	1.2%	1.7%	A
International Stocks						
American Funds Europacific Growth	-2.3%	-10.0%	-13.5%	-22.1%	-26.2%	A
DFA International Value	-5.9%	-13.6%	-11.7%	-23.7%	-29.0%	C

Pension Portfolio

- Total Fund was exposed by .6% with investments in AIG, Lehman, Goldman Sachs, Fannie Mae, and Freddie Mac
- Stock Funds
  - Vanguard Value Index has two stocks that represent assets greater than 4% of portfolio; Exxon 7.89% and General Electric 4.46%; All other funds contain assets under 4% in the top ten holdings;
- Bond Funds – Fixed Income
  - Investments in both Fannie Mae and Freddie Mac; at the current time they are holding their value;

Final Comments

- Monitoring revenues – Forecast 10/27/08
- Monitoring economic indicators
- Monitoring financial markets and investments
- Reviewing Capital Investment Plans for potential changes

MASTER POLE JOINT-USE AGREEMENT

BETWEEN

The Dover Electric Department

AND

Verizon Delaware Inc

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MASTER POLE JOINT-USE AGREEMENT

This Joint Use Agreement (the "Agreement") dated this ____ day of _____, 2008 is made by and between the City of Dover Electric Department (hereinafter referred to as "Electric Utility") and Verizon Delaware Inc (hereinafter referred to as "Communications Utility").

Purpose

Both Utilities to the Agreement recognize that there are a number of advantages to sharing the distribution supporting structure for the attachment of each Utility's aerial cables and associated equipment. These advantages include a reduction in the burden placed upon public and private right-of-ways, lower costs for real property development and highway alterations, and a more favorable aesthetic impact. Additionally, both Utilities agree that, wherever possible, there is an overall cost saving to both Utilities by eliminating the placement, maintenance and operation costs due to the addition of a second pole line.

Nothing in this agreement is intended to reduce the rights that each party would retain if it maintained its own separate pole line.

MASTER AGREEMENT

I. DEFINITIONS

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

A. Active Joint Use Pole: means a Pole which contains the Pole Attachments of both Utilities as of the effective date of this Agreement.

B. Affiliate: when used in relation to an Attaching Entity, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with such Attaching Entity.

C. Utility(ies): means either the Electric Utility or the Communications Utility.

D. Applicable Standards: means all applicable engineering and safety standards governing the installation, maintenance and operation of facilities and the performance of all work in or around electric Utility Facilities and includes the most current versions of National Electric Safety Code ("NESC"), the National Electrical Code ("NEC"), The Blue Book Manual of Construction Procedures (Telcordia Technologies SR-1421), and the regulations of the Occupational Safety and Health Administration ("OSHA"), each of

which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of the Utility (existing at the time of this Agreement) or other federal, state or local authority with jurisdiction over Utility Facilities. In all instances of conflict between standards the stricter standard shall be applied unless specifically waived in writing by the Pole Owner.

E. Assigned Space: either the Communications Space or the Electrical Space, which means space on Utility's Poles that, can be used, as defined by the Applicable Standards and the Agreement, for the attachment of Facilities for the provision of Electric Service or Communications Service. The pole space typically used by the respective Utilities. For the Electric Utility it is defined as 9.5 feet or a portion thereof. For the Communication Utility it is 2 feet or a portion thereof.

F. Attaching Entity: means any public or private entity, including Attaching Utility that places an Attachment on Utility's Pole, in accordance with a Joint Use Agreement, to provide Electric Service or Communications Service.

G. Attaching Utility: means the Utility (either Communications Utility or Electric Utility) having the right under this Agreement to make Pole Attachments to a Pole of which the other Utility is the Owner Utility. Each Utility is an Attaching Utility under this Agreement with respect to the Poles owned by the other Utility.

H. Attachment(s): means Facilities that are utilized to provide Electric Service or Communications Service that are placed directly on the Owner Utility's Poles, but do not include a Service Drop attached to a single Pole where the Attaching Utility has an existing Attachment on such Pole.

I. Capacity: means the ability of a Pole to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.

J. Climbing Space: means that portion of a Pole's surface and surrounding space that is free from encumbrances to enable Utility Owner's employees and contractors to safely climb, access and work on Utility Facilities and equipment.

K. Common Space: means space on Utility's Owner's Poles that is not used for the placement of wires or cables but which jointly benefits all users of the Poles by supporting the underlying structure and/or providing safety clearance between attaching entities and Electric Utility Facilities.

L. Communications Facilities: means wire, fixtures, or cable facilities including but not limited to fiber optic, copper and/or coaxial cables or wires together with all associated equipment necessary to physically attach such Facilities to Poles and utilized to provide Communications Service.

M. Communications Service: means the delivery, transmission or receipt of voice, video, data, Internet or other forms of digital or analog signals over Communications Facilities.

N. Communication Space: means the two feet of space on a Standard Utility Pole ordinarily allotted for the attachment of the Communications Facilities of the Communications Utility, which begins at the minimum distance above the ground specified under the Applicable Standards where Attachments can be made.

O. Depreciated Value: means life value of thirty (30) year Poles.

P. Electric Facilities: means a transformer or electric wire utilized to provide Electric Service, that are designed for installation within the Electric Space, together with all associated equipment necessary to physically attach such Facilities to Poles.

Q. Electrical Space: means the allocated space on a Standard Utility Pole allotted for the attachment of Electrical Facilities and Communications Facilities where permitted under Applicable Standards, and which extends from the top of the pole to the upper limit of the Safety Space.

R. Electric Service: means the distribution or transmission of electricity over Electric Facilities.

S. Facilities: means either Communications Facilities or Electric Facilities or both.

T. Make-Ready Work: means all work, as reasonably determined by Owner Utility, required to accommodate Attaching Utility's Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of Owner Utility's Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole replacement or construction.

U. Occupancy: means the use of Assigned Space for Attachments on the same Utility Pole.

V. Overlash: means to place an additional wire or cable Facility onto an existing Attachment.

W. Owner Utility: means the Utility (either Communications Utility or Electric Utility) that holds ownership to the Pole on which the other Utility is making Attachments as an Attaching Utility.

X. Pedestals/Vaults/Enclosures: means above- or below-ground housings that are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices and/or provide a service connection point.

Y. Permit: means written or electronic authorization of Utility for Attaching Utility to make or maintain Attachments, Overlash existing Attachments or perform Substantial Construction or Modification on specific Utility Poles pursuant to the requirements of this Agreement.

Z. Pole: pole which is owned by either Utility for the distribution of Electric and/or Communications Service and is capable of supporting Attachments of Facilities.

AA. Standard Joint Use Utility Pole: means a forty (40) foot, class 4 wood pole which is owned by either Utility for the distribution of Electric and/or Communications Service and is capable of supporting Attachments of Facilities.

BB. Substantial Construction or Modification: means construction activity on a Pole that will have an appreciable impact on loading and/or tension and does not include routine maintenance activities.

CC. Pre-Permit Survey: means all work or operations required by Applicable Standards and/or Owner Utility to determine the potential Make-Ready Work necessary to accommodate Attaching Utility's Facilities on a Pole. Such work includes, but is not limited to, field inspection and administrative processing.

DD. Post-Installation Survey: means all work and inspections done by the Utility to determine and verify that the Attachments have been made in accordance with Applicable Standards and the Permit.

EE. Riser: means metallic, fiberglass or plastic encasement materials placed vertically to guide and protect wires and cables.

FF Safety Space: means the clearance space between the Communications Space and the Electric Space, defined in the NESC. For any calculations requiring the allocation of space, this space is assumed to be forty (40) inches.

GG. Service Drop: means the cable or wire that runs from the serving terminal located on a Pole to the network interface device located at a customer's premises.

HH. Third-Party Attacher: means any entity, that is not a party to this Agreement, and that makes attachment to Utility Poles of either Party to this Agreement within the service territories addressed by this Agreement.

II. SCOPE OF AGREEMENT

A. Definition of Joint Use. Subject to the provisions of this Agreement, both Utilities agree to the joint use of poles for the purpose of maintaining or installing Permitted Attachments to each other's poles within the space allotted to each Utility. Attachment of facilities outside of a Utility's ordinarily allotted space is subject to requirements for Third-Party Attachers of applicable pole owner. (For example, if the Electric Utility were to desire to attach Communications Facilities in a space outside of the Electrical Space on poles owned by Communications Utility, such attachments would be subject to Communications Utility's applicable rules and procedures for third party attachers.)

B. Exclusion of Poles from Joint Use. Each Utility reserves the right to exclude from joint use (1) those poles which, in the judgment of the individual Owner Utility, are necessary for its own sole use; and (2) poles which carry or are intended to carry circuits of such a character which, in the judgment of the individual Owner Utility, the proper rendering of its service now or in the future makes joint use of such poles undesirable.

C. Utilities Bound by Agreement. The Utilities agree to be bound by all provisions of this Agreement and the provisions of any Permit(s) issued pursuant to this Agreement.

D. Permit Issuance Conditions. Owner Utility will issue a Permit(s) to Attaching Utility only when Owner Utility determines, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Attaching Utility meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards.

E. No Interest in Property. No use, however lengthy, of any Owner Utility Poles, and no payment of any fees or charges required under this Agreement, shall create or vest in Attaching Utility any easement or other ownership or property right of any nature in any portion of such Poles. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of Owner Utility's rights to the Utility Poles. Notwithstanding anything in this Agreement to the contrary, Attaching Utility shall, at all times, be and remain a joint user.

F. Attaching Utility's Right to Attach. Other than with respect to existing Attachments on Active Joint Use Poles, nothing in this Agreement, other than a Permit issued pursuant to Article VI, shall be construed as granting Attaching Utility any right to attach Attaching Utility's Facilities to any specific Pole or to compel Owner Utility to grant Attaching Utility the right to make an Attachment to any specific Pole.

G. Necessity of Authorizations. The Utilities are obligated to obtain all necessary certification, permitting, and franchising from federal, state and local authorities prior to making any Attachments.

H. Owner Utility's Rights over Poles. The Utilities agree that this Agreement does not in any way limit Owner Utility's right to locate, operate and maintain its Poles in the manner that will best enable it to fulfill its service requirements.

I. Expansion of Capacity. Unless the subject Pole is excluded from joint use, Owner Utility will expand Pole Capacity when necessary to accommodate Attaching Utility's request for Attachment, such that subject pole meets the requirements of a Standard Joint Use Utility Pole. Consistent with Article XI Paragraph A, and such expansion or replacement shall be at the Attaching Utility's expense. At Owner Utility's discretion, Owner Utility may rearrange or reconfigure its Attachments on subject pole in lieu of pole replacement as long as the Attaching Utility's Assigned Space can be accommodated. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require Owner Utility to install, retain, extend, or maintain any Pole for use when such Pole is not needed for Owner Utility's service requirements.

J. Other Agreements. Except as provided herein, nothing in this Agreement shall limit, restrict, or prohibit Owner Utility from fulfilling any agreement or arrangement regarding Poles into which Owner Utility has previously entered, or may enter in the future, with others not party to this Agreement.

K. Overlashing and Change in Character of Circuits.

1. The Attaching Utility agrees to provide the Owner Utility written notice using form contained in Appendix D, when the Attaching Utility plans to overlash to its facilities. This notice will serve as the permit for the attaching utility to overlash, unless the Owner Utility rejects the notice to overlash by providing the attaching Utility reasonable written explanation for the denial for the Attaching Utility to overlash to its facilities. If it is determined that the Attaching Utility overlash will require Make-Ready work by the Owner Utility, the Attaching Utility will pay all normal costs for Make Ready work as specified in this agreement. Overlashing performed by or behalf of the Attaching Utility shall not increase the Annual Attachment Fee paid by Attaching Utility pursuant to Appendix A, Item 1.

2. When either party desires to change the character of its circuits on jointly used poles and such change might affect the inductive nature of the facility or which will necessitate changes in clearance separations, that party shall give written notice to the other party of such contemplated change and the joint use of such poles shall be continued with such changes in construction as may be required to meet the terms of Article IV. The party that is changing the character of its circuits will pay all normal and customary cost for Make Ready work as specified in this agreement.

   If the parties hereto determine the most practical and economical method to deal with the change of circuits is to provide for separate lines, either overhead or underground, the party whose circuits are to be changed shall move its facilities and promptly carry out the necessary work, and abandon the Joint Use poles in place.

L. Enclosures. Both Utilities agree to take reasonable steps to not place any above-ground pedestals, enclosures or cabinets within a two and half foot radius of the base of any Pole associated with such ground mounted facilities. Each Utility agrees to cooperate in

resolving climbing safety issues identified by the Utility Owner related to the placement of ground mounted facilities at the base of specific Poles.

III. FEES AND CHARGES

A. Payment of Fees and Charges. Both Utilities shall pay the fees and charges specified in Appendix A and shall comply with the terms and conditions specified herein.

B. Payment Period. Irrespective of the date on which an Attachment is made, all fees shall be calculated and payable for the entire year in which a Permit for such Attachment is issued under this Agreement

C. Billing. The Utility owning the greater number of the Joint Use Poles (hereafter called the "Majority Owner") on which the other Utility has Attachments shall send the Utility owning the lesser number of Joint Use Poles (hereafter called the "Deficient Owner") on which the Majority Owner has Attachments, a single invoice showing a net payment due amount from the Deficient Owner. The Majority Owner shall invoice the Deficient Owner annually, with the first invoice being sent after the execution of this agreement on the day and year first written above.. Deficient Owner shall pay each such invoice within sixty (60) calendar days after Majority Owner's issuance thereof. The initial joint inventory shall establish the baseline number of Poles with Attachments and shall thereafter be utilized for identifying Unauthorized Attachments. Prior to the initial joint inventory each Utility shall rely in good faith upon their existing pole counts and attachment records to establish invoices. Billing disputes shall be resolved as described in Article XXIV.

D. Refunds. No fees and charges specified in Appendix A shall be refunded on account of any surrender of a Permit granted hereunder.

E. Inventory. A joint inventory of all Poles shall be made no less than once every five (5) years by the Utilities, unless both Utilities agree to a new inventory schedule. The cost of the inventory shall be shared equally between the Utilities. At the expiration of five (5) years from the completion of any inventory, either Utility may request an inventory of Poles, in writing, at least six months prior to the end of the calendar year preceding the year the inventory is to commence. Attaching Utility will be required to provide documentation indicating the year of attachment for any Attachments of Attaching Utility's Facilities on Owner Utility's Poles not recorded at the time of the previous inventory.

F. Late Charge. If either Utility does not receive payment for any fee or other amount owed within sixty (60) calendar days after it becomes due, the other Utility, upon receipt of fifteen (15) calendar days written notice, shall pay interest at the rate of one and a half (1.5%) per month, on the amount due.

G. Determination of Charges. Wherever this Agreement requires the Utility to pay for work authorized by the other Utility, the charge for such work shall include all reasonable material, labor, engineering and administrative costs and applicable overhead costs, excluding any betterment costs. The Utilities shall bill its services based

upon actual costs, and such costs will be determined in accordance with the Utility's cost accounting systems.

H. Work Performed by Utilities. Wherever this Agreement requires or allows either Utility to perform work on the other Utility's Facilities, both Utilities acknowledges and agrees that either Utility, at its sole discretion, may utilize its own qualified employees, contractors, or any combination of the two to perform such work.

I. True Up. Wherever the actual cost of a sponsored activity exceeds the advance payment of estimated expenses, the Utilities agree to pay for the difference in cost when that amount exceeds fifty dollars ($50.00). To the extent that the actual cost of the activity is less than the estimated cost, the Utilities agree to refund the difference in cost where that amount exceeds fifty dollars ($50.00).

J. Default for Nonpayment. Nonpayment of any amount due under this Agreement beyond ninety (90) days shall constitute a default of this Agreement.

IV. SPECIFICATIONS

A. Installation/Maintenance of Facilities. The Utility's Facilities shall be installed and maintained in accordance with the requirements and specifications of all Applicable Standards. Each Utility shall be responsible for the installation and maintenance of its respective Facilities. In addition each Utility shall, at its own expense, make and maintain its Attachments in safe condition and good repair, in accordance with all Applicable Standards.

B. Interference. Neither Utility shall not allow its Facilities to impair the ability of the other Utility or any Third-Party Attacher, existing at the time of Attaching Utility's attachment, to use Owner Utility's Poles, nor shall either Utility allow its Facilities, to interfere with the operation of any of the other Utility's Facilities.

C. Protective Equipment. The Utility, and its employees and contractors, shall utilize and install adequate protective equipment to ensure the safety of people and facilities. The Utility shall at its own expense install protective devices designed to handle the voltage and current impressed on its Facilities in the event of a contact with the supply conductor.

D. Violation of Specifications. If Attaching Utility's Facilities, or any part thereof, are installed, used, or maintained in violation of this Agreement, and Attaching Utility has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from Owner Utility, Owner Utility at its option, may correct said conditions. Owner Utility will notify Attaching Utility in writing prior to performing such work. An exception to this requirement will apply only when Owner Utility believes that such violation(s) pose an immediate threat to the safety of any person, or pose an immediate threat to the physical integrity of Utility Facilities, the Owner Utility may perform such work and/or take such action as it deems necessary without first giving written notice to Attaching Utility. As soon as practicable thereafter, Owner Utility will advise Attaching Utility of the work performed or the

action taken. Attaching Utility shall be responsible for all reasonable costs incurred by the Owner Utility in taking action pursuant to this subsection.

E. Restoration of Utility Service. The Utilities agree to fully cooperate to ensure that service restoration requirements are met to the satisfaction of each Utility.

F. Effect of Failure to Exercise Access Rights. If Attaching Utility does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within one hundred twenty (120) calendar days of the effective date of such right and any extension thereof, Owner Utility may use the space scheduled for Attaching Utility's Attachment(s), for Attaching Entities. In such instances, Owner Utility shall endeavor to make other space available to Attaching Utility, upon written application per Article VIII, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions.

V. PRIVATE AND REGULATORY COMPLIANCE

A. Necessary Authorizations. Each Utility shall be responsible for obtaining from the appropriate public and/or private authority or other appropriate persons any required authorization to construct, operate and/or maintain it's Facilities on public and/or private property and the payment of any fees associated therewith. Attaching Utility shall defend, indemnify, to the extent permitted by law, and reimburse Owner Utility for all loss and expense that Owner Utility may incur as a result of claims by governmental bodies, owners of private property, that Attaching Utility does not have sufficient rights or authority to attach Attaching Utility's Facilities on Owner Utility's Poles.

B. Lawful Purpose and Use. Each Utility's Facilities must comply with all applicable federal, state and local laws and regulations.

C. Effect of Consent to Construction/Maintenance. Consent or authorization by Owner Utility to the construction or maintenance of any Attachments by Attaching Utility shall not be deemed consent, authorization or an acknowledgment that Attaching Utility has the authority to construct or maintain any other such Attachments without approval.

VI. PERMIT APPLICATION PROCEDURES

A. Permit Required. Attaching Utility shall not install any new Attachments, or perform Substantial Construction or Modification on any Pole without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix B. No Permit shall be required for prior existing authorized Attachments, Overlashing or Service Drops on Active Joint Use Poles. No Permit shall be required for routine maintenance or installing Service Drops from existing Active Joint Use Poles. However the Attaching Utility is required to provide the Owner Utility written notice when it plans to overlash to its own facilities as outlined in Article II, K1.

B. Review of Permit Application. Upon receipt of a properly executed Application for Permit (Appendix C), including the Pre-Permit Survey, Owner Utility will review the

Permit Application and discuss any issues with Attaching Utility, including engineering or Make-Ready Work requirements associated with the Permit Application. Owner Utility acceptance of the submitted design documents does not relieve the Attaching Utility of full responsibility for any errors and/or omissions in the engineering analysis.

C. Review Period. Owner Utility shall review and respond to "Minor" Permit Applications – less then ten (10) Attachments/Poles – within thirty (30) days of receipt. Owner Utility shall review and respond to "Major" Permit Applications – ten (10) or more Attachments/Poles – within forty-five (45) days of receipt. In the event that Owner Utility does not respond within forty-eight (48) hours to an application for a single pole attachment, the Attaching Utility shall be allowed to perform the Attachment activity at its sole risk, and by doing so agrees to indemnify Owner Utility for any and all liability arising from such Attachment activity. The foregoing notwithstanding, any such Attachment activity shall be subject to subsequent review by the Owner Utility.

D. Expedited Review. In instances where Attaching Utility notifies Owner Utility of an immediate need to make new Attachments, or perform Substantial Construction or Modification on a Pole, and provides information as to the need for an expedited review process, the Owner Utility shall make its best reasonable efforts to review and respond to Permit Applications within fifteen (15) days of receipt. If expedited review is likely to require Owner Utility to incur additional necessary expenses, such as additional overtime or other necessary incremental costs, Owner Utility shall immediately notify Attaching Utility of that fact at the time expedited review is requested. In the event that Attaching Utility agrees to nonetheless request expedited review, it shall reimburse Owner Utility for such additional incremental costs

E. Performance of Make-Ready Work. If Make-Ready Work is required to accommodate Attaching Utility's Attachments, Owner Utility or its contractors shall perform such work pursuant to Article IX.

F. Permit as Authorization to Attach. After receipt of payment for any necessary Make-Ready Work, Owner Utility will sign and return the Permit Application, which shall serve as authorization for Attaching Utility to make its Attachment(s).

VII. ESTABLISHING JOINT USE OF NEW POLE

A. Both Utilities will, to the extent reasonable, exchange information related to the initial phases of planning of residential subdivisions and the construction of new Pole Lines. For purposes of this Article VII, and Article VIII, the term "Pole Line" means ten or more consecutive adjacent Poles.

B. Each Utility shall make its Attachments at such a level as to be within the Assigned Space for the respective Utility and in a manner consistent with Applicable Standards.

C. Whenever either Utility proposes to construct a new Pole Line in a new residential subdivision, it shall, to the extent practical, coordinate with the other Utility regarding

interest in possible Joint Pole use, including, space requirements, and the character of its circuits.

VIII. ESTABLISHING JOINT USE OF EXISTING NON-JOINT USE POLES

A. Existing Poles of either Utility hereto may be converted to Joint Use and used by the other Utility upon application and issuance of a Permit.

B. Each Utility shall make its Attachments at such a level as to as to be within the Assigned Space for the respective Utility and in a manner consistent with Applicable Standards.

C. In the event either Utility can rearrange or reconstruct its Attachments to avoid replacing an existing Pole so that it can be converted to Joint Use shall promptly do so provided such actions meet the minimum clearances required by the specification referred to in Article IV. The Utility making the request shall reimburse the other Utility for this rearrangement or reconstruction cost as set forth in Article IX.

IX. MAKE-READY WORK/INSTALLATION

A. Estimate for Make-Ready Work. In the event Owner Utility determines that it can accommodate Attaching Utility's request for Attachment(s), including Overlashing of an existing Attachment if the notice of overlashing is rejected, it will, upon request, advise Attaching Utility of any estimated Make-Ready Work charges necessary to accommodate the Attachment.

B. Payment of Make-Ready Work. Unless otherwise agreed, Owner Utility may require payment in advance for all Make-Ready Work based upon the estimated cost of such work if the estimate exceeds $1,000.00. Upon completion the Attaching Utility shall pay Owner Utility's cost of Make-Ready Work as determined by Article XI Paragraph A.

C. Who May Perform Make-Ready Work. Make-Ready Work shall be performed only by Owner Utility and/or a contractor authorized by Owner Utility to perform such work. If Owner Utility cannot perform the Make-Ready Work to accommodate Attaching Utility's Facilities within forty-five (45) calendar days of issuance of a Permit, Attaching Utility may seek permission from Owner Utility for Attaching Utility to perform such work itself or employ a qualified contractor to perform such work.

D. Scheduling of Make-Ready Work. In performing all Make-Ready Work to accommodate Attaching Utility's Facilities, Owner Utility will endeavor to include such work in its normal work schedule. In the event Attaching Utility requests that the Make-Ready Work be performed on a priority basis or outside of Owner Utility's normal work hours, Attaching Utility agrees to pay any resulting increased costs. Nothing herein shall be construed to require performance of Attaching Utility's work before other scheduled work or Owner Utility's own service restoration.

E. Utility's Installation/Removal/Maintenance Work.

1. Each Utility's installation, removal and maintenance work shall be performed at the Utility's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of the Other Utility's Poles or Facilities or any other Attaching Entity's facilities or equipment attached thereto.

2. All of the Utility's installation, removal and maintenance work performed on Owner Utility's Poles or in the vicinity of other Utility Facilities, either by its employees or contractors, shall be in compliance with all applicable regulations specified in Article IV, Paragraph A. Utilities shall assure that any person installing, maintaining, or removing its Facilities is fully qualified and familiar with all Applicable Standards, the provisions of Article XVII.

X. TRANSFERS

A. Except as herein otherwise expressly provided, each Utility shall at its own expense transfer its own Attachments and shall at all times perform such work promptly and in such a manner as not to interfere with the service of the other Utility.

B. Required Transfers of Attaching Utility's Facilities. Whenever it is necessary to replace and/or relocate a Joint Use Pole, and Attaching Utility has not transferred its Attachments within a reasonable time frame, Owner Utility shall send written notice to Attaching Utility informing Attaching Utility of Owner Utility's necessity for facilities transfer. Upon receipt of Owner Utility's request, Attaching Utility shall promptly transfer its Attachments and notify Owner Utility that its transfer work has been completed. In the event of Attaching Utility's failure to reply within thirty (30) calendar days of the Attaching Utility's receipt of the transfer request from Owner Utility, Owner Utility may escalate their request to Attaching Utility's management hierarchy according to list of contacts provided by Attaching Utility. Attaching Utility will ensure that its list of escalation contacts is updated bi-annually. Owner Utility will be responsible for initiating the request for Attaching Utility to update its information. In the event that Attaching Utility does not provide a response to Owner Utility, or otherwise commence corrective action within fifteen (15) calendar days of the escalation of the request, the Owner Utility shall have the right to, but not the duty to, transfer Attaching Utility's Facilities using Attaching Utility's approved contractors at Attaching Utility's expense. All such contractors shall be selected from a list of contractors authorized to perform work under the Attaching Utility's collective bargaining agreements or other applicable labor agreements. All transfers by a contractor commissioned by Owner Utility shall be permanently installed. Attaching Utility shall, upon demand, reimburse Owner Utility for all reasonable and direct costs thereby incurred for the transfer of the Attaching Utility's Facilities.

XI. POLE MODIFICATIONS AND/OR REPLACEMENTS

A. Allocation of Costs: The costs of any modification or replacement of facilities performed by the Utilities shall be allocated on the following basis:

1. The cost of placing a Standard Joint Use Pole or a joint pole that is shorter or of less strength than a Standard Joint Use Pole, if performed in the ordinary

course of business and not as a result of a need to accommodate Attaching Utility's new Attachments, shall be borne by the Owner Utility.

2. The cost of placing a pole that is larger than a Standard Joint Use Pole, the extra height or class of which is due wholly to the Owner Utility's requirements shall be borne by the Owner Utility.

3. In the case of a pole larger than a Standard Joint Use Pole where the extra height or class is due wholly to the requirements of the Attaching Utility, the Attaching Utility shall pay to the Owner Utility costs in excess of those borne by the Owner Utility in Paragraph A item 1 of this Article XI.

4. In the case of a pole larger than a Standard Joint Use Pole where the extra height or class is due in part to the requirements of the Owner and in part to the requirements of the Attaching Utility, the Attaching Utility shall pay to the Owner Utility it's proportionate share of costs in excess of those borne by the Owner Utility in Paragraph A item 1 of this Article XI.

5. In the case where a third party requests space on a Standard Joint Use Pole, the Utilities may enter into a separate agreement with the third party in order to recoup the costs of rearrangements or reconstruction needed to accommodate their request.

6. In cases where a Utility requires an intermediate pole it shall set such intermediate poles regardless of the ownership of adjacent Joint Use Poles. If the Utility having a need for such an intermediate pole lacks the authority to set such pole it shall request that the adjacent Pole Owner to set a new intermediate pole which upon payment of all associated expenses shall be owned by the requesting Utility.

7. In the case where either Utility can reasonably rearrange or reconstruct its Attachments to avoid replacing an existing Joint Use Pole, it shall promptly do so provided such actions meet the minimum clearances required by the specification referred to in Article IV. The Utility making the request shall reimburse the other Utility for these rearrangement or reconstruction cost as set forth in Article IX.

B. Treatment of Multiple Requests for Same Pole. If Owner Utility receives Permit Applications for the same Pole from two or more prospective Attaching Utilities within sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification or replacement of the Pole, Owner Utility will allocate among such Attaching Utilities the applicable costs associated with such modification or replacement.

C. Guying. The use of guying to accommodate Attaching Utility's Attachments shall be provided by and at the expense of Attaching Utility. Attaching Utility shall not attach its guy wires to Owner Utility's anchors without prior written permission of the Owner Utility. Make-Ready charges may apply if permission is granted.

D. Action Required for Emergency Modification/Replacement. The Owner Utility shall be responsible for initiating modification/replacement procedures following notification. The Attaching Utility shall reserve the right to perform the modification/replacement in the event that the Owner Utility does not meet the emergency modification/replacement performance time requirement. Emergency work shall begin as soon as possible in order not to impose unsafe conditions on its surroundings. Should the modification/replacement work be performed by the Owner Utility, the Owner Utility shall submit an invoice to the Attaching Utility for the actual cost of work performed on Attaching Utility's Facilities within 90 calendar days. Should the modification/ replacement work be performed by the Attaching Utility, the Attaching Utility shall submit an invoice to the Owner Utility for the actual cost of work performed on Owner Utility's Facilities within 90 calendar days. The Owner Utility will retain ownership of the pole regardless of which Utility performs the replacement. All cost shall be reimbursed as set forth in Article IX.

E. No provision of this Agreement shall be construed to require Owner Utility to relocate its Attachments or modify/replace its Poles for the benefit of Attaching Utility, provided, however, any denial by Owner Utility for modification of the pole is based on nondiscriminatory standards of general applicability.

XII. ABANDONMENT OR REMOVAL OF UTILITY OWNER'S FACILITIES

A. If Owner Utility shall desire to abandon the use of any joint use pole, and Owner Utility is not obligated to remove or relocate such pole, Owner Utility shall give Attaching Utility at least sixty (60) days notice in writing to that effect prior to the abandonment. Attaching Utility, before the expiration of the period of notice, shall signify in writing its intention to either purchase the pole or to also remove its attachments from the pole. If Attaching Utility shall signify its intention to purchase the pole, Attaching Utility shall pay to Owner Utility such equitable sum as may be agreed upon and Owner Utility shall thereupon deliver to Attaching Utility an appropriate instrument transferring title thereto. If a Pole that is to be purchased is older than 30 years, then the rate to be charged is set at $50 per pole. If Attaching Utility shall signify its intention to remove its attachments from the pole but has not done so at the expiration of the period of notice, and Owner Utility has abandoned the use of the pole, all liabilities in and to said pole shall be vested absolutely in Attaching Utility except such prior liabilities hereinbefore mentioned. However, Attaching Utility must remove its attachments from such pole within six months after the period of notice or purchase the pole as hereinbefore described unless otherwise mutually agreed to. If Owner Utility shall desire to abandon the use of any joint use pole, and Owner Utility is obligated to remove or relocate such pole, Owner Utility shall give Attaching Utility at least sixty (60) days notice in writing to that effect prior to the abandonment so that Attaching Utility may also remove its attachments. If Attaching Utility shall have failed to remove its attachments within the period of notice and Owner Utility has abandoned the use of the pole, all liabilities in and to said pole arising after the abandonment shall be vested absolutely in Attaching Utility except such prior liabilities hereinbefore mentioned.

XIII. TERMINATION OF PERMIT

A. Automatic Termination of Permit. Any Permit issued pursuant to this Agreement shall automatically terminate if Attaching Utility ceases to have authority to construct and operate its Facilities on public or private property at the location of the particular Pole(s) covered by the Permit.

B. Surrender of Permit. Attaching Utility may at any time surrender any Permit for Attachment and remove its Facilities from the affected Pole(s).

XIV. INSPECTION OF ATTACHING UTILITY'S FACILITIES

A. Inspection. Owner Utility shall have the right at any time to make periodic inspections of Attaching Utility's Facilities, utilizing its employees and/or contractors at the sole expense of Owner Utility, unless prior agreement has been reached between Owner Utility, Attaching Utility and any third parties attached to Owner Utility's Poles.

B. Notice. Owner Utility will give Attaching Utility reasonable advance written notice of such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been received.

C. Duty of Full Compliance. Attaching Utility agrees to bring its Attachments into full compliance with this Agreement within sixty (60) calendar days of receipt of written notice in the event that any inspection results in a finding by Owner Utility that Attaching Utility is not in compliance with this Agreement. Attaching Utility shall be responsible for the costs of bringing its Attachments into compliance unless it can demonstrate that the non-compliance is the result of the Owner Utility or a third-party attaching entity and not the result of the Attaching Utility's actions.

D. No Liability. The making of any inspections under this Article XIV, or the failure to do so, shall not operate to impose upon Owner Utility any liability of any kind whatsoever or relieve Attaching Utility of any responsibility, obligations or liability whether assumed under this Agreement or otherwise existing.

XV. UNAUTHORIZED OCCUPANCY OR ACCESS

A. Penalty Fee. If after the initial joint inventory any of Attaching Utility's Attachments are found occupying any Pole for which no Permit has been issued, Owner Utility, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Access Penalty Fee as specified in Appendix A, Item 4 which is part of this Agreement.

B. Service Drop Exclusion. Service Drops on Owner Utility's poles will not be considered Unauthorized Attachments when discovered and do not require permits.

C. No Ratification of Unlicensed Use. No act or failure to act by Owner Utility with regard to said unlicensed use shall be deemed as ratification of the unlicensed use and if any Permit should be subsequently issued, such Permit shall not operate retroactively or

constitute a waiver by Owner Utility of any of its rights or privileges under this Agreement or otherwise; provided, however, that Attaching Utility shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to said unauthorized use from its inception.

XVI. LIABILITY AND INDEMNIFICATION

A. Liability. Each Utility reserves to itself the right to maintain and operate its Poles and facilities in such manner as will best enable it to fulfill its service requirements. Notwithstanding the foregoing, each Utility shall exercise reasonable precaution to avoid damaging the other's Facilities and shall report to the other Utility the occurrence of any such damage caused by its employees, agents or contractors. Subject to Article XVII, Paragraph E, each Utility agrees to reimburse the other Utility for all reasonable costs incurred by Utility for the physical repair of such facilities damaged by the negligence or willful misconduct of the other Utility..

B. Indemnification. Each Utility, and any agent, contractor or subcontractor of the Utility ("Indemnator"), shall defend, indemnify and hold harmless the other Utility ("Indemnitee") and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors, against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Indemnitee under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney fees of Indemnitee and all other costs and expenses of litigation) ("Covered Claims") arising in any way, including any act, omission, failure, negligence or willful misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by Indemnitor, or by Indemnitor's officers, directors, employees, agents, and contractors, of Indemnitor's Facilities, except to the extent of Indemnitee's negligence or willful misconduct giving rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:

1. Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;

2. Cost of work performed by Indemnitee that was necessitated by Indemnitor's failure, or the failure of Indemnitor's officers, directors, employees, agents, or contractors, to install, maintain, present, use, transfer or remove Indemnitor's Facilities in accordance with the requirements and specifications of this Agreement, or from any other work this Agreement authorizes Indemnitee to perform on Indemnitor's behalf;

3. Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Indemitee, or Indemnitee's officers, directors, employees, agents, and contractors, pursuant to this Agreement;

C. Procedure for Indemnification.

1. Indemnitee shall give notice promptly to Indemnitor of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against Indemnitee, the notice shall be given to Indemnitor by Indemnitee no later than ten (10) calendar days after written notice of the action, suit or proceeding was received by Indemnitee.

2. Failure to timely give the required notice will not relieve the Indemnitor from its obligation to indemnify the Indemnitee unless the Indemnitor is materially prejudiced by such failure.

3. The Indemnitor will have the right at any time, by notice to the Indemnitee, to participate in or assume control of the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to the Indemnitee. The Indemnitee agrees to cooperate fully with the Indemnitee. If the Indemnitee so assumes control of the defense of any third-party claim, the Indemnitor shall have the right to participate in the defense at its own expense. If the Indemntee does not so assume control or otherwise participate in the defense of any third-party claim, it shall be bound by the results obtained by the Indemnitor with respect to the claim.

4. If the Indemnitor assumes the defense of a third-party claim as described above, then in no event will the Indemnitee admit any liability with respect to, or settle, compromise or discharge, any third party claim without the Indemnitee's's prior written consent, and the Indemnitor will agree to any settlement, compromise or discharge of any third-party claim which the Indemnitor may recommend which releases the Indemnitee completely from such claim.

D. Environmental Hazards. Each Utility represents and warrants that its use of the Other Utility's Poles will not generate any hazardous substances, that it will not store or dispose on or about other Utility's Poles or transport to the other Utility's Poles any hazardous substances. Each Utility warrants that its Facilities will not constitute or contain and will not generate any hazardous substance in violation of federal, state or local law now or hereafter in effect including any amendments. "Hazardous substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations or rules now or hereafter in effect including any amendments. Each Utility further represents and warrants that in the event of breakage, leakage, incineration or other disaster, its Facilities would not release such hazardous wastes or substances. Each Utility, and its agents, contractors and subcontractors, shall defend, indemnify and hold harmless the other Utility and its respective officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, expenses (including reasonable attorney fees and all other costs and expenses

of litigation) arising from or due to the release, threatened release, storage or discovery of any such hazardous wastes or hazardous substances on, under or adjacent to the other Utility's Poles attributable to that Utility's use of those Poles or facilities.

E. Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by either Utility of any applicable State limits on municipal liability. No indemnification provision contained in this Agreement under which either Utility indemnifies the other shall be construed in any way to limit any other indemnification provision contained in this Agreement.

F. Knowledge of Work Conditions. By executing this Agreement, Attaching Utility warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Attaching Utility will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

G. Disclaimer. Owner Utility makes no express or implied warranties with regard to its Utility Poles, all of which are hereby disclaimed. Utility Owner makes no other express or implied warranties, except to the extent expressly set forth in this Agreement. Utility Owner expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.

H. Duty to Competent Supervision and Performance. The Utilities further understand and agree that in the performance of work under this Agreement, each Utility and its agents, servants, employees, contractors and subcontractors will work near electrically energized lines, transformers, or other Utility Facilities, and it is the intention that energy or communications therein will not be interrupted during the continuance of this Agreement, except in an emergency endangering life, grave personal injury, or property. Each Utility shall ensure that its employees, servants, agents, contractors and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of the Utility, and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, each Utility shall furnish its employees, servants, agents, contractors and subcontractors with competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Each Utility agrees that in emergency situations in which the Electric Utility must de-energize any part of its Electric Utility equipment, the Communications Utility shall ensure that work has been suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

I. Requests to De-energize. In the event Electric Utility de-energizes any equipment or line at Communications Utility's request and for its benefit and convenience in performing a particular segment of any work, Communications Utility shall reimburse Electric Utility in full for all costs and expenses incurred, in accordance with Article III, Paragraph I, in order to comply with Communications Utility's request. Before Electric Utility de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Communications Utility's request.

J. Interruption of Service. In the event that either Utility shall cause an interruption of service by damaging or interfering with any equipment of the other Utility, the Utility causing the damage shall at its expense shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify other Utility immediately.

K. Duty to Inform. Each Utility further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on Utility's Poles by Utility's employees, servants, agents, contractors or subcontractors, and accepts as its duty and sole responsibility to notify and inform Utility's employees, servants, agents, contractors or subcontractors of such dangers, and to keep them informed regarding same.

XVII. INSURANCE

A. Policies Required. At all times during the term of this Agreement, each Utility shall keep in force and affect all insurance policies as described below:

1. Worker's Compensation and Employers' Liability Insurance. Statutory worker's compensation benefits and employers' liability insurance with a limit of liability no less than that required by Delaware law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Owner Utility. Attaching Utility shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

2. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with Limits of liability not less than $1,000,000 general aggregate, $1,000,000 products/completed operations aggregate, $1,000,000 personal injury, $2,000,000 each occurrence.

3. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than $1,000,000 each occurrence, $1,000,000 aggregate.

4. Property Insurance. Each party will be responsible for maintaining property insurance on its own facilities, buildings and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Utility Facilities to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures.

B. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the Commonwealth of State of Delaware. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Attaching Utility shall be responsible for carrying, in full force and effect, worker's compensation and employer's liability, and automobile liability insurance coverage.

C. Certificate of Insurance; Other Requirements. At the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, each Utility will furnish the other Utility with a Certificate of Insurance The Certificate shall reference this Agreement and worker's compensation and property insurance waivers of subrogation required by this Agreement. Each Utility shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement

D. Limits. The limits of liability set out in this Article XVIII may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase or decrease either Utility's exposure to risk.

E. Prohibited Exclusions. No policies of insurance required to be obtained by Either Utility or its contractors or subcontractors shall contain provisions (1) that exclude coverage of liability assumed by this Agreement except as to infringement of patents or copyrights or for libel and slander in program material, (2) that exclude coverage of liability arising from excavating, collapse, or underground work, (3) that exclude coverage for injuries to Owner Utility's employees or agents, or (4) that exclude coverage of liability for injuries or damages caused by either Utility's contractors or contractor's employees, servants or agents. This list of prohibited provisions shall not be interpreted as being exclusive.

F. Deductible/Self-insurance Retention Amounts. Each Utility shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

XVIII. AUTHORIZATION NOT EXCLUSIVE

Owner Utility shall have the right to grant, renew and extend rights and privileges to others not party to this Agreement, by contract or otherwise, to use its Utility Poles covered by this Agreement. Such rights shall not interfere with the rights granted to Attaching Utility by the terms of this Agreement.

XIX. ASSIGNMENT

A. Limitations on Assignment. Neither Utility shall assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of the other Utility, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Utility may assign or transfer its interest in this Agreement to an Affiliate without the other Utility's consent, provided that Owner Utility is given prior written notice of such transfer and that the affiliate is engaged in substantially the same business as the transferor.

B. Obligations as result of Transfer or Assignment.. No assignment or transfer under this Article XX shall be allowed until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of transferor Utility arising under this Agreement. Transferor Utility shall furnish the other Utility with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee.

C. Sub-licensing. Without the other Utility's prior written consent, neither Utility shall sub-license to a non-affiliated third party, including but not limited to allowing third parties to place Attachments on the other Utility's Poles, including Overlashing, or to place Attachments for the benefit of such third parties on the other Utility's Poles. Any such action shall constitute a material breach of this Agreement. The use of a Utility's Facilities by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or Overlashing is not subject to the provisions of this Article XIX, Paragraph C.

XX. FAILURE TO ENFORCE

Failure of Utilities to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with the Agreement.

XXI. DEFAULTS

A. If Attaching Utility shall be in default in any of its obligations stipulated herein, and such default continues for a period of ninety (90) days subsequent to written notice given by Owner, Owner may, if it so elects, terminate Attaching Utility's right to attach to poles with respect to which such default exists, in which event Attaching Utility shall promptly remove its attachments from such poles at its expense. Upon the failure of Attaching Utility to so remove its attachments Owner may remove such attachments and Attaching Utility shall pay Owner the cost of such removal. Such termination shall not be construed as a waiver of the right to enforce any liabilities for costs incurred or to be incurred for the collection of any sums theretofore or thereafter due.

B. If Owner shall be in default in any obligations stipulated herein, and such default continues for a period of ninety (90) days subsequent to written notice thereof given by Attaching Utility, Owner hereby agrees to pay in connection with such default, all costs and expenses reasonably incurred by Attaching Utility as a result of such default in assuring the safety and adequacy of its service.

C. Notwithstanding Either Utility's rights under Article XIII, either Utility shall have the right, pursuant to the procedure set out in Article XXI, Paragraph D, to terminate this entire Agreement, or any Permit issued hereunder, whenever the other Utility is in default in any of the following circumstances:

1. Construction, operation or maintenance of Attaching Utility's Facilities in violation of applicable laws regarding the construction, operation or maintenance of such facilities.

2. Construction, operation or maintenance of Attaching Utility's Facilities after any authorization required for said construction, operation or maintenance of Attaching Utility's facilities has lawfully been denied or revoked by an applicable governmental or private authority ; or

3. Construction, operation or maintenance of Attaching Utility's Facilities without the insurance coverage required under Article XVII.

D. The non-defaulting Utility will notify the defaulting Utility in writing within fifteen (15) calendar day, or as soon as reasonably practical, of the existence of any of the conditions identified in Paragraph C, above. Defaulting Utility shall take action to eliminate any such conditions within thirty (30) calendar days from the date of said notice, or shall be allowed a longer period if the parties mutually agree on such period of time. The defaulting Utility shall thereafter confirm in writing to non-defaulting Utility that said conditions have been corrected. If the defaulting Utility fails to correct the cited conditions in accordance with this procedure, the non-defaulting Utility shall have the right to terminate any permits that are subject to the cited conditions, and if a majority of all attachments are subject to the cited conditions, the non-defaulting Utility shall have the right to terminate this entire agreement

XXII. TERM OF AGREEMENT

A. This Agreement shall become effective on the date set out above, shall continue in effect for a term of fifteen (15) years. Either Utility may terminate this Agreement at the end of the fifteen (15) year term by giving to the other Utility written notice of an intention to terminate the Agreement at least three (3) years prior to the end of the said term. Upon failure to give such notice of intent to terminate either during the last three year notification period or after the fifteen (15) year term, this Agreement shall automatically continue in force until terminated by either Utility after one (1) year written notice and provided further that notwithstanding such termination, this Agreement shall remain in full force and effect with respect to all poles jointly used by the Utilities hereto at the time of such termination and to any replacement of such poles.

B. The above provision notwithstanding, the Utilities agree that the effect of the expiration of this Agreement shall be suspended with respect to all Joint Use poles jointly used by the Utilities at the time of such termination pending any on-going negotiations to renew, extend or otherwise enter into a new joint use agreement. Both Utilities agree to enter into good faith negotiations regarding renewals or extension of the Agreement upon request of the other Utility.

C. Even after the termination of this Agreement, Attaching Utility's responsibility and indemnity obligations shall continue with respect to any claims or demands related to Attaching Utility's Facilities as provided for in Article XVI, and Attaching Utility shall continue to be responsible for all fees and charges owed to Owner Utility that Attaching Utility authorized per Article III.

XXIII. DISPUTE RESOLUTION

A. Unresolved Disputes. A dispute between the Utilities regarding any matter relating to the administration of this Agreement shall be resolved in accordance to this Article XXIII.

B. Initial Meeting. A meeting shall be held promptly between the Utilities to attempt in good faith to negotiate a resolution of the dispute. Failing resolution at such meeting, each party shall escalate the dispute to al least the next level of management above the appointed representatives named herein. Such escalation shall be commenced by the Utility raising the dispute providing written notice of the dispute in sufficient detail to allow the other party reasonably to address the issue. A meeting between the next level managers shall be held within 45 days of such written notice.

C. Alternative Dispute Resolution.

i. Appointment of Mediator. If, within thirty (30) days after such meeting, the Utilities are not successful in negotiating a resolution to the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of them (the Mediator), seeking assistance in such regard from the American Arbitration Association if they have been unable to agree upon such appointment within forty (40) days of their initial meeting. The Utilities shall share the fees of the Mediator equally.

ii. Selection of ADR Procedure. In consultation with the Mediator, the Utilities will select or devise an Alternative Dispute Resolution (ADR) to be held (NAME LOCATION) by which they will attempt to resolve the dispute. In consultation with the Mediator, the Utilities will also select a date and time for the ADR to be held and a date by which the ADR will be completed. The Mediator will make the decision as to the procedure, the date and time, and the date of completion if the Utilities have been unable to agree on any such matters within ten (10) days after initial consultation with the Mediator.

iii. Unresolved Disputes. The Utilities involved in the dispute shall participate in good faith in the ADR to its conclusion as designed by the Mediator. If the Utilities are not successful in resolving the dispute through ADR, then either Utility may elect to resolve the dispute by arbitration.

XXIV. AMENDING AGREEMENT

Notwithstanding other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both Utilities.

XXV. NOTICES

A. Wherever in this Agreement notice is required to be given by either Utility to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail, return receipt requested, with postage prepaid and, except where specifically provided for elsewhere, properly addressed as follows:

If to Electric Utility, at:
City of Dover
Attn. Director Public Utilities
860 Buttner Place
Dover, De. 19904

If to VERIZON, at
Verizon
Attn. Manager – Joint Use
180 Sheree Boulevard Suite 2100
Exton, Pa. 19341

Or to such other address as either Utility, from time to time, may give the other Utility in writing.

B. Both the Owner Utility and Attaching Utility shall provide one another with a comprehensive and periodically-updated list of names and telephone numbers that will enable each Utility to reach the other in cases of emergency or to report damage to either Utility's facilities.

XXVI. ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, whether written or oral, between the Utilities for placement and maintenance of the Utility's Facilities within the Utility's geographical service areas covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

XXVII. SEVERABILITY

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of the Agreement to either Utility, such provision shall not render unenforceable this entire Agreement but rather it is the intent of the Utilities that the Agreement be administered as if not containing the invalid provision.

XXVIII. GOVERNING LAW

The validity, performance and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws (without reference to choice of law) of the State of Delaware.

XX*I*X.INCORPORATION OF RECITALS AND APPENDICES

The Recitals stated above and all appendices to the Agreement are incorporated into and constitute part of this Agreement.

IN WITNESS WHEREOF, the Utilities hereto have executed this Agreement in duplicate on the day and year first written above.

Dover Electric Department	Verizon Delaware LCC
(ELECTRIC UTILITY)	(COMMUNICATIONS UTILITY)
BY: _____	BY: _____
TITLE: _____	TITLE: _____

STATE OF DELAWARE

: ss

County of _____)

I, the undersigned, a Notary Public in and for the State of Delaware, hereby certify that on the _____day of _____, 2_____, personally appeared before me [NAME]_____, [TITLE] _____to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

_____

Notary Public in and for the
State of _____, residing at

_____, _____.

STATE OF _____)

: ss

County of _____)

I, the undersigned, a Notary Public in and for the State of _____, hereby certify that on the _____ day of _____, 2_____, personally appeared before me [NAME] _____ _____, [TITLE] _____ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year above written.

_____

Notary Public in and for the
State of _____, residing at
_____, _____.

APPENDIX A

ATTACHMENT FEES AND CHARGES

Effective Date August 1, 2008

1. Annual Pole Attachment Fee per Joint Use Pole as specified in this agreement

	Rate		# of Poles	Total Attachment Fee
Communication on Electric	$8.17	**x**	4,014	$32,794.38
Electric on Communication	$5.53	**x**	320	$1,769.60

Net due Electric Utility $31,024.78

2. Periodic Review:

   At least every five years the rates will adjust accordingly using the Handy-Whitman Index for Electric Table E-1 line 44 and C.A. Turner for Telephone Table T-1 Line 40

3. Unauthorized Attachment Penalty Fee
   (3 x annual attachment fee, per occurrence)

APPENDIX B

POLE ATTACHMENT PERMIT APPLICATION PROCESS

The following procedure is to be followed by both Utilities seeking to make or remove Attachments on or from Utilities' Poles.

1. The Attaching Utility shall submit a properly executed Application for Permit (Appendix C), including the Pre-Permit Survey.

2. Following the Pre-Permit Survey, the Owner Utility will review the Permit Application and discuss any issues with Licensee, including engineering or Make-Ready Work requirements associated with the Permit Application.

3. Upon receipt of written authorization, the Owner Utility will proceed with Make-Ready Work according to the specific agreed upon installation plans and the terms of the Agreement, including if necessary, payment for the Make Ready Work charges as set out by Owner Utility and agreed to by the Attaching Utility.

4. The Owner Utility will sign and return the Application for Permit authorizing the Attaching Utility to make its Attachment(s) in accordance with agreed upon installation plans.

APPENDIX C*
APPLICATION FOR PERMIT

Application Date: ___/___/20___

To: **City of Dover, Public Utilities, Electric Engineering Division, 860 Buttner Place, Dover, DE 19904**

Desire to: □ Attach to Utility Pole(s) □ Remove Attachment from Utility Pole(s)

Permit No. _____ Superseded Permit No. _____

No. of Poles this permit _____ Sheet 1 of _____

Attaching Utility Name: _____

Address: _____

Contact Person: _____ Title: _____ Phone No. _____
Utility Contact Person: _____ Title: _____ Phone No. _____

Narrative Description of proposed activity:

_____

_____

_____

_____

In accordance with the terms and conditions of the Pole Agreement dated ____/____/20___, application is hereby made for a Permit to attach to and/or vacate Pole(s) in the locations detailed on the attached Route Map(s).

Permission is hereby granted to Attaching Utility to attach and/or vacate poles listed on the attached Field Data Summary Sheets, subject to payment of the necessary Make-Ready Work charges as set out by Owner Utility and agreed to by the Attaching Utility.

SUBMITTED: APPROVED:

Attaching Utility_____ City of Dover, Public Utilities, Electric Dept.

By _____ By _____

Title _____ Title _____

Date_____ Date _____

* The parties may substitute a different, mutually agreeable, permit form.

APPENDIX C*
APPLICATION FOR PERMIT

Application Date: ___/___/20___

To: **Verizon Delaware LCC Attn. Engineering Department Joint Use 180 Sheree Boulevard Suite 2100 Exton, Pa. 19431**

Desire to: □ Attach to Utility Pole(s) □ Remove Attachment from Utility Pole(s)

Permit No. _____ Superseded Permit No. _____

No. of Poles this permit _____ Sheet 1 of _____

Attaching Utility Name: _____ Address:

_____

Contact Person: _____ Title: _____ Phone No. _____
Utility Contact Person: _____ Title: _____ Phone No. _____

Narrative Description of proposed activity:

_____

_____

_____

_____

In accordance with the terms and conditions of the Pole Agreement dated ____/____/20___, application is hereby made for a Permit to attach to and/or vacate Pole(s) in the locations detailed on the attached Route Map(s).

Permission is hereby granted to Attaching Utility to attach and/or vacate poles listed on the attached Field Data Summary Sheets, subject to payment of the necessary Make-Ready Work charges as set out by Owner Utility and agreed to by the Attaching Utility.

SUBMITTED: APPROVED:

Attaching Utility _____ Manager – Network Services _____.

By _____ By_____

Title _____ Title _____

Date_____ Date _____

* The parties may substitute a different, mutually agreeable, permit form.

APPENDIX D*
NOTICE FOR
OVERLASHING AND CHANGE IN CHARACTER OF CIRCUITS
PERMIT

Application Date: _____/_____/_____

To: **Owner Utility**

Permit No. _____

No. of Spans for this permit _____

Attaching Utility Name: _____

Address: _____

Contact Person: _____ Title: _____ Phone No. _____

Utility Contact Person: _____ Title: _____ Phone No. _____

Narrative Description of proposed activity:

_____

_____

In accordance with the terms and conditions of the Pole Attachment Agreement, application is hereby made for a Permit to overlash in the locations detailed above or on the attached Route Map(s).

- ☐ APPROVED – Permission is hereby granted to Owner Utility to overlash the spans listed on the attached Field Data Summary Sheets,

- ☐ DENIED – Make Ready Work Required – subject to payment of the necessary Make-Ready Work charges as specified in the Joint Agreement and agreed to by the Attaching Utility. Once payment has been received, the Owner Utility has completed Make-Ready Work, and Attaching Utility has been notified by the Owner Utility that the Make-Ready Work has been completed; the Attaching Utility may complete the overlash installation.

Submitted by: Response by:

Attaching Utility: _____ Owner Utility: _____

Signature: _____ Signature: _____

Title _____ Title _____

Date _____ Date _____

* The parties may substitute a different, mutually agreeable, permit form.

ATTACHMENT A

Invitation to Bid Number 09-0017DPS Tabulation
Fiscal Year 2009 Street Program, Contract Number 2009-03

			Daisey Construction Co. Jerry Jalosky 3128 New Castle Ave New Castle, DE 19720 (302) 658-4417 Fax (302) 658-0618 jjalosky@daiseyconstruction.com		David A. Bramble, Inc. David C. Bramble PO Box 419 Chestertown, MD 21620 (410) 778-3023 Fax (410) 778-3427 mike@davidbrambleinc.com		George & Lynch, Inc. Jim Deptula 150 Lafferty Lane Dover, DE 19901 (302) 342-3151 Fax (302) 342-3154 jdeptula@geolyn.com		JJID, Inc. James J. Julian 100 Julian Ln Bear, DE 19701 (302) 836-0414 Fax (302) 836-4585	
Item #	Description	QTY	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
8101	Remove & Replace Type I Curb	2,344	$29.00	$67,976.00	$29.70	$69,616.80	$36.40	$85,321.60	$38.00	$88,072.00
8102	Remove & Replace Type II Curb	506	$32.00	$16,192.00	$29.70	$15,028.20	$34.32	$17,365.92	$37.00	$18,722.00
8103	Remove & Replace Type III Curb & Gutter	5,434	$31.20	$169,540.80	$28.60	$155,412.40	$41.60	$226,054.40	$35.00	$190,190.00
8104	Remove & Replace 8" Concrete Valley Gutter	578	$15.35	$8,872.30	$27.50	$15,895.00	$34.32	$19,836.96	$27.00	$15,606.00
8105	Remove & Replace 6" Concrete Driveway Apron	11,832	$9.30	$110,037.60	$7.15	$84,598.80	$14.30	$169,197.60	$16.00	$189,312.00
8106	Remove & Replace 4" Concrete Flatwork	20,279	$7.85	$159,190.15	$6.60	$133,841.40	$11.44	$231,991.76	$13.00	$263,627.00
8107	New Type I Curb	100	$33.25	$3,325.00	$19.80	$1,980.00	$29.12	$2,912.00	$33.00	$3,300.00
8108	New Type III Curb & Gutter (Form w/machine)	100	$37.00	$3,700.00	$20.90	$2,090.00	$29.12	$2,912.00	$33.00	$3,300.00
8109	New 6" Concrete Driveway Apron	668	$8.15	$5,444.20	$7.15	$4,776.20	$9.10	$6,078.80	$11.00	$7,348.00
8110	Construct New 4" Concrete Flatwork	4,016	$6.60	$26,505.60	$17.60	$70,681.60	$8.06	$32,368.96	$7.00	$28,112.00
8111	Remove & Replace Catch Basin Heads	38	$935.00	$35,530.00	$1,045.00	$39,710.00	$1,560.00	$59,280.00	$1,400.00	$53,200.00
8112	Type "C" Select Backfill	20	$60.00	$1,200.00	$50.00	$1,000.00	$36.40	$728.00	$71.00	$1,420.00
8113	Graded Aggregate - Crusher Run	80	$112.00	$8,960.00	$110.00	$8,800.00	$36.40	$2,912.00	$85.00	$6,800.00
8114	Miscellaneous Concrete Removal	4	$180.00	$720.00	$110.00	$440.00	$104.00	$416.00	$300.00	$1,200.00
8115	Detectable Warning Truncated Dome Tiles	674	$41.00	$27,634.00	$37.40	$25,207.60	$41.60	$28,038.40	$40.00	$26,960.00
8201	Type "B" Hot Mix	100	$94.00	$9,400.00	$150.00	$15,000.00	$79.79	$7,979.00	$140.00	$14,000.00
8202	Type "C" Hot Mix	10,374	$85.00	$881,790.00	$77.36	$802,532.64	$80.69	$837,078.06	$100.00	$1,037,400.00
8203	Roto-Milling	147,014	$1.00	$147,014.00	$0.75	$110,260.50	$0.82	$120,551.48	$3.00	$441,042.00
8204	Recyclable Material Deduction		$0.00	$0.00	$0.00	$0.00		-$62,710.00		-$16,000.00
8205	Preperation	75,199	$0.57	$42,863.43	$2.40	$180,477.60	$0.81	$60,911.19	$2.10	$157,917.90
8206	Type "B" or "C" Hot Mix Patching	210	$43.00	$9,030.00	$70.00	$14,700.00	$27.32	$5,737.20	$90.00	$18,900.00
8207	Over Excavation	130	$31.00	$4,030.00	$35.00	$4,550.00	$17.52	$2,277.60	$60.00	$7,800.00
8208	Crusher Run	115	$51.00	$5,865.00	$50.00	$5,750.00	$27.65	$3,179.75	$40.00	$4,600.00
8209	Delaware #3 Stone	100	$40.00	$4,000.00	$50.00	$5,000.00	$31.76	$3,176.00	$44.00	$4,400.00
8210	Filter Cloth	100	$8.00	$800.00	$5.00	$500.00	$4.04	$404.00	$10.00	$1,000.00
			Total	$1,749,620.08	Total	$1,767,848.74	Total	$1,863,998.68	Total	$2,569,228.90

EXHIBIT #3
Regular Council Meeting of 10/13/2008

ATTACHMENT A

Item #	Description	QTY	Sam's Construction LLC Chris Eve Swan PO Box 9827 Wilmington, DE 19809 (302) 654-6542 Fax (302) 654-6549		Jerry's Inc. Peter Parks 17776 Oak Hill Dr Milford, DE 19963 (302) 422-7676 Fax (302) 422-3434		Del-Mar-Va Paving Co. Inc. Stephen D. Kary PO Box 366 Seaford, DE 19973 (302) 629-7995 Fax (302) 629-7964			
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
8101	Remove & Replace Type I Curb	2,344	$27.00	$63,288.00	$35.60	$83,446.40	$37.00	$86,728.00		$0.00
8102	Remove & Replace Type II Curb	506	$27.00	$13,662.00	$34.50	$17,457.00	$35.50	$17,963.00		$0.00
8103	Remove & Replace Type III Curb & Gutter	5,434	$26.00	$141,284.00	$42.50	$230,945.00	$43.00	$233,662.00		$0.00
8104	Remove & Replace 8" Concrete Valley Gutter	578	$25.00	$14,450.00	$34.50	$19,941.00	$35.00	$20,230.00		$0.00
8105	Remove & Replace 6" Concrete Driveway Apron	11,832	$6.50	$76,908.00	$15.00	$177,480.00	$16.25	$192,270.00		$0.00
8106	Remove & Replace 4" Concrete Flatwork	20,279	$6.00	$121,674.00	$11.75	$238,278.25	$13.50	$273,766.50		$0.00
8107	New Type I Curb	100	$18.00	$1,800.00	$29.30	$2,930.00	$30.00	$3,000.00		$0.00
8108	New Type III Curb & Gutter (Form w/machine)	100	$19.00	$1,900.00	$29.30	$2,930.00	$30.00	$3,000.00		$0.00
8109	New 6" Concrete Driveway Apron	668	$6.50	$4,342.00	$9.10	$6,078.80	$10.75	$7,181.00		$0.00
8110	Construct New 4" Concrete Flatwork	4,016	$16.00	$64,256.00	$8.10	$32,529.60	$9.75	$39,156.00		$0.00
8111	Remove & Replace Catch Basin Heads	38	$950.00	$36,100.00	$1,570.00	$59,660.00	$1,800.00	$68,400.00		$0.00
8112	Type "C" Select Backfill	20	$27.00	$540.00	$36.60	$732.00	$40.00	$800.00		$0.00
8113	Graded Aggregate - Crusher Run	80	$45.00	$3,600.00	$36.60	$2,928.00	$40.00	$3,200.00		$0.00
8114	Miscellaneous Concrete Removal	4	$100.00	$400.00	$105.00	$420.00	$125.00	$500.00		$0.00
8115	Detectable Warning Truncated Dome Tiles	674	$34.00	$22,916.00	$41.80	$28,173.20	$42.00	$28,308.00		$0.00
8201	Type "B" Hot Mix	100	$89.00	$8,900.00	$175.00	$17,500.00	$237.50	$23,750.00		$0.00
8202	Type "C" Hot Mix	10,374	$89.00	$923,286.00	$94.50	$980,343.00	$89.55	$928,991.70		$0.00
8203	Roto-Milling	147,014	$2.00	$294,028.00	$0.60	$88,208.40	$0.62	$91,148.68		$0.00
8204	Recyclable Material Deduction			$0.00		$0.00		$0.00		$0.00
8205	Preparation	75,199	$2.00	$150,398.00	$0.75	$56,399.25	$0.78	$58,655.22		$0.00
8206	Type "B" or "C" Hot Mix Patching	210	$30.00	$6,300.00	$65.00	$13,650.00	$80.50	$16,905.00		$0.00
8207	Over Excavation	130	$27.00	$3,510.00	$35.00	$4,550.00	$41.35	$5,375.50		$0.00
8208	Crusher Run	115	$45.00	$5,175.00	$50.00	$5,750.00	$37.65	$4,329.75		$0.00
8209	Delaware #3 Stone	100	$65.00	$6,500.00	$50.00	$5,000.00	$39.50	$3,950.00		$0.00
8210	Filter Cloth	100	$14.00	$1,400.00	$5.00	$500.00	$20.50	$2,050.00		$0.00
			Total	$1,966,617.00	Total	$2,075,829.90	Total	$2,113,320.35	Total	$0.00

TRACKING REPORT

PROJECT: 69 FEEDERS 3 & 4
Account Number - 487-8300-563.90-26
Project Number - EE0601

Budgeted Amount for FY 07/08 $5,118,295
2009-2013 Capital Investment Plan Page 210

Date Approved	Council/Committee	Name of Action Form/ Vendor	Expenditure Amount
Pending Council Approval		**Eval. Of Bid - 69Kv Feeders 3 & 4 Phase II Construction** - Staff recommends awarding to low bidder, Richardson-Wayland Electrical Co. Staff estimated this cost to be $1,755,208.	**$1,486,368.50**
AMOUNT APPROVED FOR EXPENDITURE FOR 08/09			**$1,486,368.50**