

TELECOMMUNICATIONS CARRIERS AND PROVIDERS REGISTRATION

Pursuant to Section 14.44.040 of the Petaluma Municipal Code all telecommunications carriers and providers that offer or provide any telecommunications services for a fee directly to the public, either within the City of Petaluma, or outside the corporate limits from telecommunications facilities within the City, shall register with the City.

A. REGISTRATION:

_____ Service Provider	_____ Name of Officer or Authorized Agent
_____ Address	_____ Title
_____ City, State, Zip	_____ Phone/Fax/E-mail
_____ Affiliates (if any)	

B. ATTACHMENTS:

1. A narrative and map description of registrant's existing or proposed telecommunications facilities within the City of Petaluma.
2. A description of the telecommunications services that the registrant intends to offer or provide, or is currently offering or providing, to persons, firms, businesses or institutions within the City.
3. Information sufficient to determine that the applicant has applied for and receiving any certificate of authority required by the California Public Utility Commission to provide telecommunications services or facilities within the City.
4. Information sufficient to determine that the applicant has applied for and received any construction permit, operating license or other approvals required by the Federal Communications Commission (FCC) to provide telecommunications services or facilities within the City.
5. Signed Indemnification/Liability Agreement and/or Facility Maintenance/Removal Agreement; registration fee and trust fund deposit.

C. FEES AND DEPOSIT:

1. **Registration fee.** Each application for registration as a telecommunications carrier or provider shall be accompanied by a fee as set forth by Resolution of the City Council.

_____ Amount Paid	_____ Date	_____ Received By
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2. **Trust Fund Deposit.** Facility maintenance and removal agreement (if required) shall be accompanied by a deposit set forth by Resolution of the City to be held in trust by the City.

_____ Amount Paid	_____ Date	_____ Received By
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- D. **AMENDMENT.** Each service provider registered with the City shall inform the City, within sixty (60) days of any change.

**INDEMNIFICATION/LIABILITY AGREEMENT
FOR TELECOMMUNICATIONS FACILITY
AT:**

I, _____, as authorized representative for the _____
Representative Service Provider

(hereafter referred to as the "Company") hereby agree that the Company shall defend, indemnify, and hold harmless the City or any of its board, commissions, agents, officers, or employees to attack, set aside, void, or annul, the approval of the project when such claim or action is brought within the time period provided for in applicable State and/or local statutes. The City shall promptly notify the Company of any such claim, action, or proceeding. The City may cooperate in the defense. Nothing contained in this condition shall prohibit the City from participating in a defense of any claim, action, or proceeding if the City bears its own attorney's fees and costs, and the City defends the action in good faith.

The Company further agrees the Company shall be strictly libel for any and all sudden and accidental pollution and gradual pollution resulting from their use within the City of Petaluma. This liability shall include cleanup, intentional injury or damage to persons or property. Additionally, telecommunication facilities lessors shall be responsible for any sanctions, fines, or other monetary costs imposed as a result of the release of pollutants from their operations. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, electromagnetic waves and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Signature

Name

Title

Company

Address

Phone Number/FAX