



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
WORK SESSION  
MONDAY, AUGUST 20, 2018 – 6:00 PM  
CITY HALL**

**MEMBERS PRESENT:** Jerry D. Roseberry, Mayor; and Councilmembers: David Eady; Sarah Davis; Mike Ready, Jim Windham, George Holt, and Jeff Wearing.

**OTHERS PRESENT:** Matt Pepper, City Manager; Stacey Mullen, Deputy City Clerk; Jody Reid, Utility Superintendent; Dave Harvey, Police Chief; Daryl Welch with the Covington News; Teresa Welch, Michael McQuaide, Peggy Madden, Allyson Epps, from Oxford College; Laura McCanless, Teresa Eady, Hoyt Oliver, Cheryl Ready, Louise Eady, Terri Fullerton, Scott Fullerton, Audrey Fullerton, Sara Vinson, Dave Huber, Tim Wilkinson, Nick Cole, Theodosia Wade, Jill Kyser, Lawrence Pittman, with Pittman Solar; Christine Carling and Chau Nguyen from ECG; Randy Simon, Danielle Miller, James Johnson, Staff from Oxford College, and Chris White.

**Agenda – Attachment A**

**Mayor's Announcements**

Mayor Roseberry announced future strategy to reduce paper copies effective 8/20/2018.

**Campus Life Center Project**

Representatives from Oxford College presented a design concept for the Campus Life Center project with a request for variance to build within the setback for the Oxford College property at the intersection of Pierce and Wesley Streets. Attachment B

**Solarize Newton-Morgan**

Representatives from Solarize Newton-Morgan presented a study of their organization's work on cooperative purchasing of solar power installations in Newton and Morgan counties. Attachment C

**ECG Rate Structure Discussion**

Representatives from Electric Cities of Georgia gave a presentation on the cities electric utility rate structure. With an explanation of where the city purchases its power and the breakdown of percentages.

**ECG Pole Attachment Service Contract with Charter Communications**

Christine Carling said that Charter Communications has expressed interest in updating our 1983 Pole Attachment Agreement to the Statewide Model Agreement. The Agreement was most recently executed in

Covington, and is in place in eight other cities. Updating agreements is included in our Pole Attachment Service with ECG. Christine Carling, Pole Attachment Specialist with ECG, discussed the agreement in greater detail. Attachment D

#### **ECG Pole Attachment Service Contract with MCImetro Access**

Christine Carling with ECG said this agreement is similar to the situation with Charter Communication, ECG has been working with MCI to sign the Statewide Pole Attachment Agreement as well. Attachment E

#### **Annual Mayor and Council Retreat**

Mayor Roseberry said we will need to select a date and place for the Annual Mayor and Council Retreat. He said we are proposing that the retreat focus on the long-term financial health of the city. CPA Charles Hall will join us as well as representatives from the Northeast Georgia Regional Commission. The date selected for the retreat will be October 26, 2018 at Oxford City Hall Community Room.

#### **107 W. Clark Street Renovation Project**

Councilmember Jeff Wearing presented a revised roofing quote for a standing seam metal roof from JACO Contracting. This item was tabled from the August 6<sup>th</sup> Regular Session pending cost clarification on certain items listed in the quote. Wearing said he feels the city should sensationalize on the renovations by advertising the before and after progress of the Yarborough House.

**A motion was made by Eady, seconded by Ready to approve the revised quote from JACO for the roof repairs and other specific items listed for a total cost of \$36,800. The motion passed 7/0.**

#### **Review Recommendation to Amend Code Section 40-536. – Livestock and Fowl**

The Planning Commission recommended an amendment to Sec. 40-536. – Live Stock and Fowl to allow for the keeping of up to six chickens in the R-30, R20, and R-15 residential zoning districts. Per the proposed amendment,

The chickens must be contained within the property at least 20 feet from all property lines. Councilmember Ready questioned the setbacks and expressed there should be more than 20 feet. This item will be moved to the September work session for further discussion. Attachment F

#### **Handicap Ramp for Old Church**

Mayor Roseberry said that he, Matt, Jody and Mr. Williams have reviewed the area around old church for a potential location for a handicap ramp. They recommended a removable metal ramp. It was suggested the northern side would be best. Due to the aesthetics Windham suggested a door be installed at the back of the church. This item will be on the September work session for further discussion.

#### **Mosquito Spray CDC Information**

Councilmember Windham requested that Council discuss whether or not the city should continue using environmentally-friendly methods to spray for mosquitos. City Manager Matt Pepper said that this has been reviewed for a matter of months. Some suggestions that were made were to encourage citizens and or the city to install bat-houses. Council asked Matt to follow-up with the college to get ideas regarding alternative spraying and to continue research and bring some recommendations to the work session in September.

#### **Rezoning Request**

City Manager Matt Pepper made a recommendation that Council approve the request to rezone the following city-owned lots from "R-20" to "Institutional" in preparation for the construction of the city park: 102 W. Watson Street, 104 W. Watson Street, 106 W. Watson Street, 1307 Emory Street, 1311 Emory Street, Parcel

X012 002 (located on Asbury Street), and Parcel X012 006 (located on Emory Street). A public hearing will be scheduled pending a recommendation from the Planning Commission.

**Service Delivery Strategy**

Mayor Roseberry said that state law requires the county and its municipalities to have a Service Delivery Strategy current and approved by DCA. The county is responsible for submitting the document to the state. The county missed the deadline causing it and its municipalities to be "unqualified local governments". An extension has been granted until October 31, 2018 and the county and its municipalities have been re-instated as "qualified local governments" until that time.

**A motion was made by Windham, seconded by J. Wearing to adjourn at 7:55 PM.**

Respectfully Submitted,



Stacey Mullen, CMC  
Deputy City Clerk

Typed by: Lauran Willis, MMC/FOA  
City Clerk

**OXFORD MAYOR AND COUNCIL  
WORK SESSION  
MONDAY, AUGUST 20, 2018 – 6:00 P.M.  
CITY HALL  
A G E N D A**

1. **Mayor's Announcements**
2. \* **Campus Life Center Project** – Representatives from Oxford College will present to Council their design concept for the Campus Life Center project. We have attached the design concept and the formal variance request for the project.
3. **Solarize Newton-Morgan** – Representatives from Solarize Newton-Morgan will discuss with Council the organization's work on cooperative purchasing of solar power installations in Newton and Morgan counties.
4. **ECG Rate Structure Discussion** – Representatives from Electric Cities of Georgia (ECG) will make a presentation on the electric utility rate structure.
5. \* **ECG Pole Attachment Service Contract with Charter Communications** – Charter Communications has expressed interest in updating our 1983 Pole Attachment Agreement to the Statewide Model Agreement. The Agreement was most recently executed in Covington, and is in place in eight other cities. Updating agreements is included in our Pole Attachment Service with ECG. Christine Carling, Pole Attachment Specialist with ECG, will discuss the agreement in greater detail with Council.
6. \* **ECG Pole Attachment Service Contract with MCI metro Access** – Similar to the situation with Charter Communication, ECG has been working with MCI to sign the Statewide Pole Attachment Agreement. Christine Carling, Pole Attachment Specialist with ECG, will discuss the agreement in greater detail with Council.
7. **Annual Mayor and Council Retreat** – We will need to select a date and place for the Annual Mayor and Council Retreat. We are proposing that the retreat focus on the long-term financial health of the city. CPA Charles Hall will join us as well as representatives from the Northeast Georgia Regional Commission.
8. \* **107 W. Clark Street Renovation Project** – We will discuss the revised roofing quote for a standing seam metal roof from JACO Contracting. This item was tabled from the August 6<sup>th</sup> Regular Session meeting.
9. \* **Review Recommendation to Amend Code Section 40-536. - Livestock and Fowl** – The Planning Commission recommends an amendment to Sec. 40-536. - Live Stock and Fowl to allow for the keeping of up to six chickens in the R-30, R-20, and R-15 residential zoning districts. Per the amendment, the chickens must be contained within the property at least 20 feet from all property lines.

10. \* **Handicap Ramp for Old Church** – Mayor Roseberry will update the Council on the handicap ramp at Old Church.
11. **Mosquito Spray CDC Information**– Councilmember Windham has requested that Council discuss whether or not the city should consider using environmentally-friendly alternatives to spray for mosquitos.
12. \* **Rezoning Request** – Staff recommends that Council approve the request to rezone the following city-owned lots from “R-20” to “Institutional” in preparation for the construction of a city park: 102 W. Watson Street, 104 W. Watson Street, 106 W. Watson Street, 1307 Emory Street, 1311 Emory Street, Parcel X012 002 (located on Asbury Street), and Parcel X012 006 (located on Emory Street). We have a public hearing scheduled for Monday, September 10<sup>th</sup> at 7 PM. We have attached a copy of the Public Hearing Notice and a copy of the design for the park drawn by the city engineer.
13. **Service Delivery Strategy** – State law requires our SDS be updated.

\*Attachments



Date: August 15, 2018  
To: City of Oxford  
From: Douglas Hicks, Dean of Oxford College of Emory University  
Subject: Oxford Campus Life Center – Variance Request

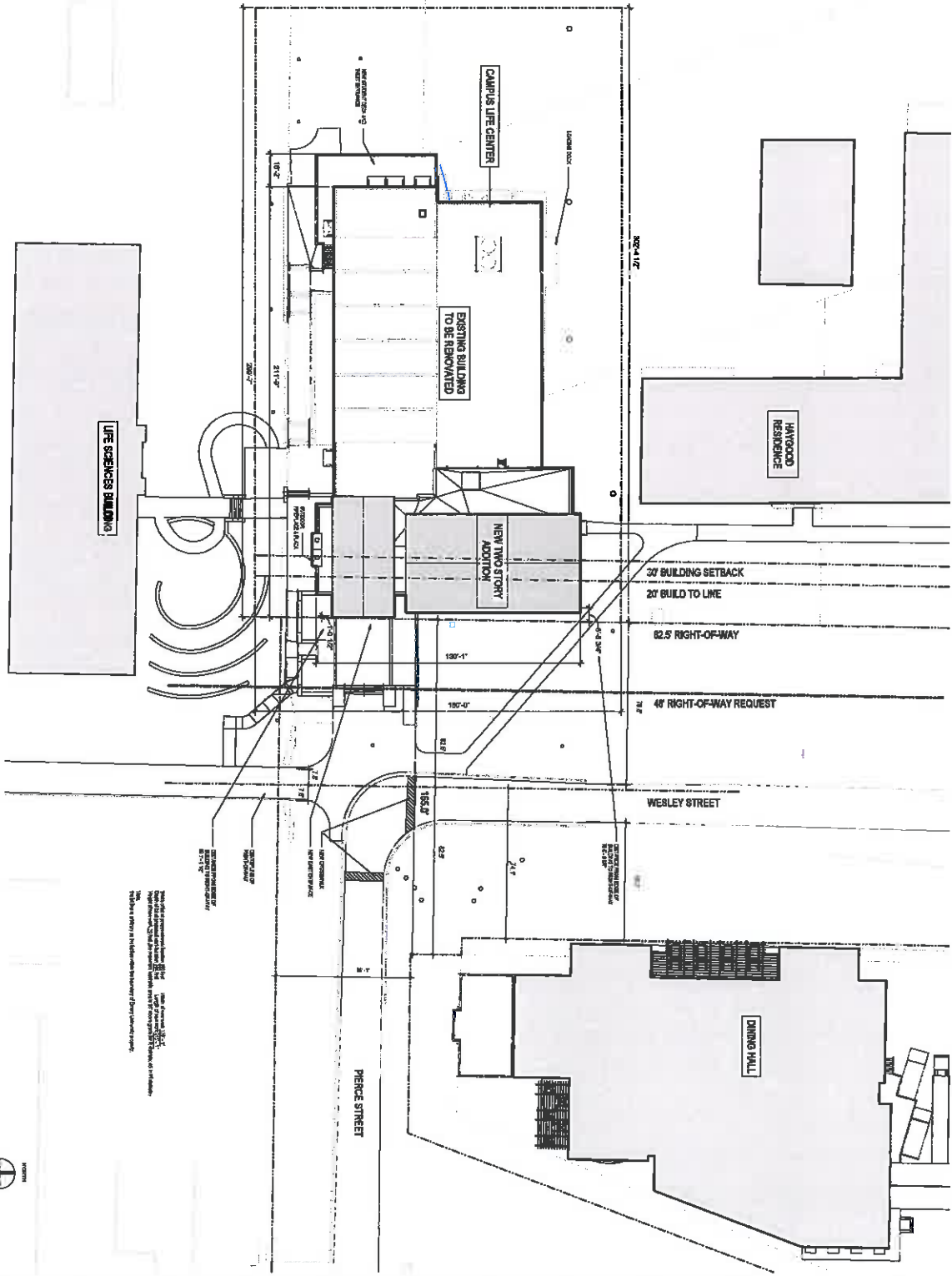
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This serves as an official request for variance to build within the setback for the Oxford College property at the intersection of Pierce and Wesley Streets. The site is a part of the larger Oxford College 50-acre parcel (Newton County Tax Map Number X0090-00000-009-000). The intent is to provide the ability to add a 12,000 sq. ft. addition to the former dining hall to become a multipurpose campus life center that will serve our students, faculty, and staff and will welcome visitors and Oxford neighbors to campus.

The proposed addition will be partially constructed within the 30-foot build-to line (Sec. 40-40 Build-to lines & Sec. 40-41 minimum required yards and building setbacks) but will not extend into the City's right-of-way. In addition, the college is requesting the ability to make site improvements to provide pedestrian access and ample green space to the building within the City of Oxford right-of-way. Pursuant to Sec. 40-714 (*Oxford Georgia Code of Ordinance version June 12, 2018*), the requested variance and the building itself will be in harmony with the purpose and intent of city ordinance code. It will not be injurious to the neighborhood or to the general welfare of the community and is the minimum variance that will make possible the proposed use of the land, building, or structure in the zoning district in which the development is located.

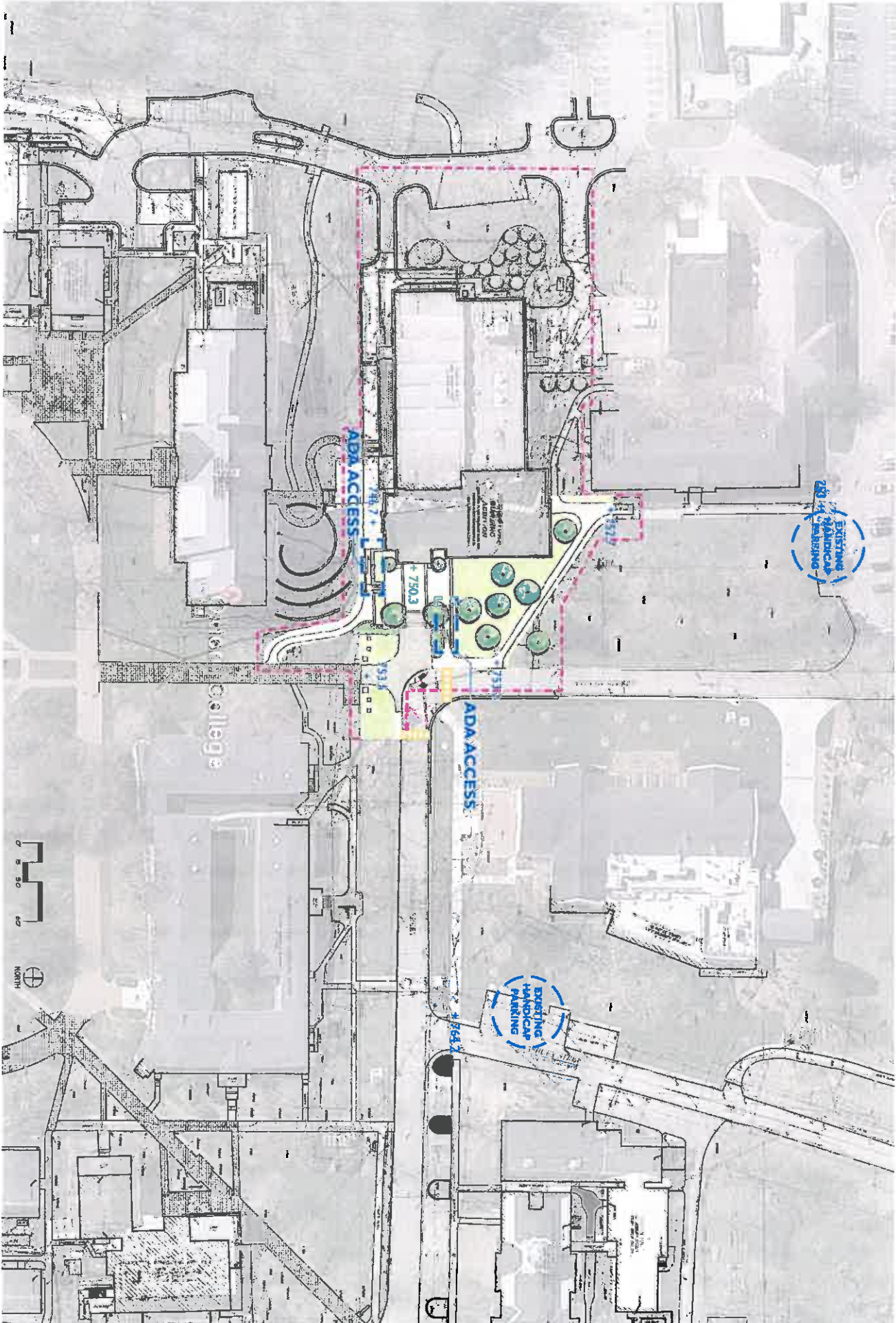
Indeed, we believe that this project, including the adaptations to the landscaping, green spaces, and pedestrian access that have been made in collaborative conversation with the Oxford Planning Commission, will add to the general welfare in these ways: pedestrian safety, vehicular safety/flow at this corner, the aesthetics of this area, and access for students, faculty, and citizens to the Dining Hall, the planned Campus Life Center, and the campus quadrangle.

Thank you for your consideration.



NOTES:  
1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.  
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS NOTED OTHERWISE.  
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NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	11/15/14		
2	REVISION			
3	REVISION			
4	REVISION			
5	REVISION			
6	REVISION			
7	REVISION			
8	REVISION			
9	REVISION			
10	REVISION			





Oxford College  
Campus Plan  
Future Development Plan



Building	Building Name	Square Footage	Room	Height
1	Building Maintenance	4,406	1	14'-6"
2	Wooded Hill	10,530	3	24'-0"
3	Shelby Hall (James O. Conroy, CM Center)	10,570	2	22'-0"
4	John H. Kendall Center	10,570	2	22'-0"
5	Dorsey Hall	14,654	3	32'-0"
6	Shelby Hall	14,654	3	32'-0"
7	Shelby Hall	14,654	3	32'-0"
8	Shelby Hall	14,654	3	32'-0"
9	Shelby Hall	14,654	3	32'-0"
10	Shelby Hall	14,654	3	32'-0"
11	Shelby Hall	14,654	3	32'-0"
12	Shelby Hall	14,654	3	32'-0"
13	Shelby Hall	14,654	3	32'-0"
14	Shelby Hall	14,654	3	32'-0"
15	Shelby Hall	14,654	3	32'-0"
16	Shelby Hall	14,654	3	32'-0"
17	Shelby Hall	14,654	3	32'-0"
18	Shelby Hall	14,654	3	32'-0"
19	Shelby Hall	14,654	3	32'-0"
20	Shelby Hall	14,654	3	32'-0"
21	Shelby Hall	14,654	3	32'-0"
22	Shelby Hall	14,654	3	32'-0"
23	Shelby Hall	14,654	3	32'-0"
24	Shelby Hall	14,654	3	32'-0"
25	Shelby Hall	14,654	3	32'-0"
26	Shelby Hall	14,654	3	32'-0"
27	Shelby Hall	14,654	3	32'-0"
28	Shelby Hall	14,654	3	32'-0"
29	Shelby Hall	14,654	3	32'-0"
30	Shelby Hall	14,654	3	32'-0"
31	Shelby Hall	14,654	3	32'-0"
32	Shelby Hall	14,654	3	32'-0"

Lot	1/4 Acre	1/2 Acre	3/4 Acre	1 Acre	2 Acre	3 Acre	4 Acre	5 Acre	6 Acre	7 Acre	8 Acre	9 Acre	10 Acre	11 Acre	12 Acre	13 Acre	14 Acre	15 Acre	16 Acre	17 Acre	18 Acre	19 Acre	20 Acre	21 Acre	22 Acre	23 Acre	24 Acre	25 Acre	26 Acre	27 Acre	28 Acre	29 Acre	30 Acre	31 Acre	32 Acre
1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32			

**Open Spaces**

- 1. Athletic Field
- 2. Open Space
- 3. Open Space
- 4. Open Space
- 5. Open Space
- 6. Open Space
- 7. Open Space
- 8. Open Space
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- 30. Open Space
- 31. Open Space
- 32. Open Space

**Plant Legend**

- 1. Building Number
- 2. Open Space Area
- 3. Parking Area
- 4. Oxford College IC Campus Properties
- 5. Athletic Field
- 6. Proposed Road
- 7. Proposed Road Parking Area
- 8. Proposed Only Area Closed To Traffic
- 9. Transformed Buffer Area
- 10. Proposed Oxford College Building
- 11. Proposed Walker-Crawford Path
- 12. Proposed Similar-Crawford Path
- 13. Existing Street Light
- 14. Wayfinding Signage
- 15. 307 IC Zoning Boundary

Scale: 1" = 200'-0"

### Oxford Electric's Monthly Solar Fees

#### What do these steep monthly fees mean for Oxford residents that choose to go solar?

- Before even turning on the lights, Oxford will charge an average residential solar customer **\$47.10** every month.
  - $\$47.10 = (4\text{kW solar system} \times \text{system sized base charge of } \$11.15/\text{kW}) + \$2.50 \text{ metering fee}$

#### Why are these steep monthly fees a problem?

- Oxford has some of the highest electric rates in the state. But, when residents go solar, using their own private investment to reduce their electric bills, the City is taxing them.
- These steep monthly fees single out solar energy; they don't apply when residents reduce their electricity use with energy efficiency or use a gas stove, gas furnace, hot water heater or dryer.
  - Does the City charge its residents extra for installing better light bulbs or attic insulation? Or does the City charge its residents extra when they go on vacation for a week because they're buying less electricity?
- The City should not force its residents to buy a certain amount of electricity every month. Oxford residents have a right to generate their own clean, renewable energy on their own property and save money on the cost of electricity.
  - This is akin to putting a tax on email to support the post office.
- Would Oxford charge non-solar customers extra if they started using less energy? For example, if a customer switches out all of their light bulbs to LEDs, would they have to pay extra for reducing his usage?
- Solar works – it is affordable, safe, reliable generation that strengthens the grid and does not require drastic changes or cost to the existing grid.

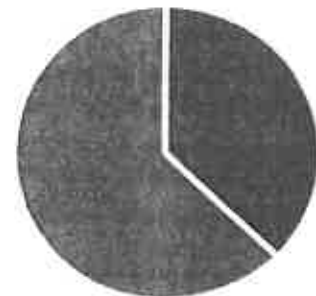
#### Link to Oxford's Electric Tariff:

<http://www.psc.state.ga.us/factsv2/Document.aspx?documentNumber=169400>

# IMPACT OF SOLAR PENALTIES ON OXFORD RESIDENTS

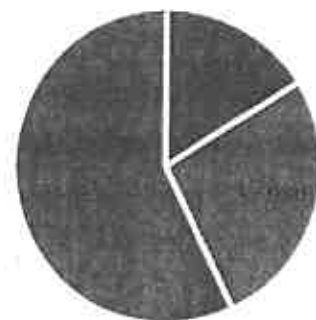
- Currently, fixed charges and fees in Oxford, GA are **penalizing residents who use their own money to invest in solar panels at their homes or businesses.**
- At 14.5 cents/kWh, the City of Oxford has some of the **highest electric rates in the state.**
- Typical residents<sup>1</sup> would pay **\$47 each month in solar penalties** before they even use any electricity, in addition to any fixed fees that apply to all residential residents.
- The solar penalties can equate to **70% of a resident's normal bill** in a single month
- Residents pay, on average, **\$565, in penalties annually for investing in solar technology** on their property.
- The solar penalties equate to a **68% tax on the savings residents receive from investing in solar.**
- The solar penalties add **21 years<sup>2</sup> to the resident's expected time to recoup their investment**, more than tripling the time it takes to pay off the investment.
- The typical resident will pay **\$16,956 in solar penalties and charges over the 30-year lifetime of the solar installation.**
- Solar residents would pay **more than twice the value<sup>3</sup> of the solar installation in penalties during the lifetime of the installation.**

Solar Resident Expenses Without Fixed Charges



- Cost of Electricity Used
- Cost of Solar Installation

Solar Resident Expenses With Fixed Charges



- Cost of Electricity Used
- Cost of Solar Installation
- Cost of Fees and Charges

*Estimates based on average residential customer and over 30 years*

1. Typical solar installation is assumed to be a 4kW system on a 2,000 square foot home using 6,600 kWh annually in Oxford, GA
2. Payback of the solar installation increases from 9.7 years to 30.8 years
3. Cost of a typical solar installation is estimated at \$7,980 after tax credits

**POLE ATTACHMENT LICENSE AGREEMENT  
FOR DISTRIBUTION POLES**

**BETWEEN**

**CITY OF \_\_\_\_\_**

**AND**

**DATED AS OF**

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**POLE ATTACHMENT LICENSE AGREEMENT FOR DISTRIBUTION POLES**

**PREAMBLE**

THIS AGREEMENT (“Agreement”), effective as of this \_\_\_ day of \_\_\_, 2018 (“Effective Date”), by and between the City of \_\_\_\_\_, a municipal corporation of the State of Georgia (the “Electric Provider”), and \_\_\_\_\_, a limited liability company organized under the laws of the State of Georgia (the “Licensee”), referred to collectively as “Parties,” and individually as “Party”;

WHEREAS, the Electric Provider and Licensee desire to enter into a pole attachment license agreement for the use of Electric Provider’s poles, erected or to be erected within the area in which both Parties render service in the State of Georgia, to be consistent with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and other consideration set forth herein the adequacy of which is acknowledged, the Parties hereto for themselves, their successors and assigns do hereby agree to the following terms and conditions:

**ARTICLE 1 – SCOPE OF AGREEMENT**

A. This Agreement shall be in effect in the area in which both of the Parties render service in the State of Georgia, and shall cover all distribution poles now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.

B. Electric Provider reserves the right for good cause to exclude from use any of its facilities for objective reasons of safety, reliability, capacity, and generally applicable engineering standards.

**ARTICLE 2 – EXPLANATION OF TERMS**

A. For the purpose of this Agreement, the following terms shall have the following meanings:

“Actual Costs” means all costs, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, transportation and contractor fees, when used in lieu of Electric Provider labor. Electric Provider Actual Costs shall be verifiably comparable to the cost Electric Provider pays for similar work to its own facilities.

“Actual Inventory” is defined in Article 11.A hereof.

“Annual Adjustment Factor” is defined in Article 11.B.

“Application” means the process described in Article 4 hereof used by the Licensee to receive Electric Provider’s permission to install initial facilities, or to add additional facilities outside the Licensee’s allocated twelve inches (12”) of space on Electric Provider’s poles, as provided herein. The form used for the Application process is identified as Appendix A and is included as a part of this Agreement.

“Attachment” means any wire, line or apparatus attached to a Pole, including, but not limited to, cables, Service Drops, power supplies, amplifiers, pedestals, bonding wires, Overlashings, guy wires and anchors required to support unbalanced loads. A single Attachment includes the vertical space consisting of a total of twelve inches (12”) either above or below, but not both, the bolted Attachment. Where only one bolted Attachment is affixed to the Electric Provider’s Pole, and service wires and/or “J-Hooks” are located within the same twelve inches (12”) occupied by the bolted Attachment, such locations shall be counted as a single Attachment for Rental Fee purposes. Each bolted Attachment shall constitute a second Attachment for billing purposes without respect to the separation from the through-bolt.

“Clearance Space” means the space on the Pole below the point where horizontal wire or horizontal cable equipment may not be installed in accordance with the Specifications. For purposes of this definition, “horizontal” means spanning from Pole to Pole or extending more than three feet (3’) from the surface of the Pole.

“Contact Person” is defined in Article 18.

“Cost in Place” means the cost of the bare pole, labor to install the pole and associated overheads, including engineering.

“Effective Date” is defined in the Preamble.

“Electric Provider” is defined in the Preamble.

“Force Majeure Event” is defined in Article 26.C.

“Initial Inventory” means an Actual Inventory of Licensee’s Attachments completed within one (1) year of the Effective Date of this Agreement, which will confirm the total number of Licensee’s Attachments, a summary of obvious non-conforming Attachments and any pending Licensee Transfers to Electric Provider poles.

“Initial Safety Inspection” means a safety inspection of Electric Provider poles to identify and remediate non-conforming Attachments (e.g. NESC violations) and other safety conditions on Electric Provider poles, performed after the Effective Date.

“Joint User” means a person or entity that is currently occupying or reserving space on Electric Provider’s Poles, and has a right to attach to a Pole or anchor owned, controlled, or otherwise operated by Electric Provider in return for granting Electric Provider equivalent rights of Attachment or occupancy to poles and/or anchors, which the Joint User owns.

“J-Hook” is a screw-like threaded item used to make attachments. The item resembles the letter “J.”

“Licensed Pole” means a pole for which Licensee has a valid and effective permit to locate and maintain an Attachment to the terms of this Agreement.

“Licensee” means the party having the right under this Agreement to make and maintain Attachments on an Electric Provider Licensed Pole as defined in the Preamble.

“Licensee Transfer Date” is defined in Article 6.E.

“Make Ready” means all work necessary or appropriate to make space for or otherwise accommodate new, additional or changed Attachments, including, but not limited to, necessary or appropriate Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.

“Make Ready Costs” means all costs necessary for Electric Provider, and other existing parties on the applicable Pole, to prepare the Poles for Licensee’s new, additional or modified Attachments, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, and tree trimming costs. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements. Also included among Make Ready Costs are the costs of installing or changing out primary Poles, secondary Poles and drop and lift poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications as outlined in this Agreement. Electric Provider Make Ready Costs shall be verifiably comparable to the cost Electric Provider pays for similar Make Ready Work to its own facilities. Make Ready Costs do not include any costs associated with correcting existing violations of the Electric Provider, or others attached to Electric Provider’s Pole.

“Make Ready Estimate” means the estimate prepared by Electric Provider for all Make Ready Work that may be required by Electric Provider to accommodate Attachment(s) by Licensee.

“Make Ready Work” means all work required by Electric Provider or others attached to the Pole to accommodate Attachment(s) by Licensee.

“NESC” is defined in Article 3.

“Outside Party” is defined as persons or entities not party to this Agreement.

“Overlashing” means affixing an additional cable or wire owned and operated by Licensee to a cable or wire owned and operated by Licensee already attached to a Pole. Licensee shall not allow third party Overlashing without Electric Provider’s prior approval or Overlashing to Unauthorized Attachments.



“Parties” is defined in the Preamble.

“Pole” or “pole” means a wooden, concrete or steel structure owned, controlled, or otherwise operated by Electric Provider to support distribution lines and related facilities of Electric Provider, including drop and lift poles.

“Rental Fee,” “rental fee,” “Rental” or “rental” means the annual amount per billable Attachment (as defined herein) that Licensee must pay to Electric Provider pursuant to Article 11 of this Agreement.

“Rearrangement” means the moving of Licensee Attachments, the Electric Provider’s equipment or a third party’s equipment from one position to another on the same Pole.

“Referee” is defined in Article 19.B.

“Service Drop” means a Licensee wire or other facility used to connect to a customer’s location from an Electric Provider pole.

“Specifications” is defined in Article 3 hereof.

“Transfer” means the removal of Attachments from one Pole and the placement of such Attachments or substantially identical Attachments upon another Pole.

“Unauthorized Attachment” means any affixation of any Licensee Attachment to Electric Provider Poles, which has not been authorized as required by this Agreement.

“Unauthorized Attachment Fee” means the fee to be paid by Licensee for each Unauthorized Attachment.

“Vertical Attachment” is defined in Article 4.A.5(b).

B. The following rules of interpretation apply to this Agreement and are by this reference incorporated into this Agreement:

- (1) the word “or” is not exclusive and the words “including” or “include” are not limiting;
- (2) the words “hereby,” “herein,” “hereof,” “hereunder” or other words of similar meaning refer to the entire document in which it is contained;
- (3) a reference to any agreement or other contract includes permitted supplements, amendments and restatements;
- (4) a reference to a law includes any amendment or modification to such law and any rules or regulations promulgated thereunder or any law enacted in substitution or replacement therefore;
- (5) a reference to singular includes plural and vice-versa and each gender includes the other;

- (6) a reference to days, months, or years refers to calendar days, months, and years, unless business days are specified;
- (7) Article and Section headings and table of contents are only for reference and are not to be considered in interpreting this Agreement;
- (8) a reference to an Article, Section, Appendix, Exhibit or Schedule which does not specify a particular document is to the relevant Article, Section, Appendix, Exhibit or Schedule of the document containing the reference;
- (9) a reference to an Article includes all Sections and subsections contained in such Article, and a reference to a Section or subsection includes all subsections of such Section or subsection;
- (10) All terms not otherwise defined herein will have the meaning commonly ascribed thereto in the relevant industry;
- (11) "\$" or "dollars" refers to United States dollars; and
- (12) The word "will" has the same meaning as "shall."

### **ARTICLE 3 – SPECIFICATIONS**

A. The use of the Poles covered by this Agreement shall be in conformity with all applicable provision of the following (the "Specifications"): (1) Section 5 "Joint Use and Clearances" of the Electric Cities of Georgia Inc. Construction Assembly Specifications (a copy of which is attached hereto as Schedule 3 and incorporated herein by this reference) as it applies to Licensee's Attachments, and subsequent revisions thereof; and (2) requirements of the National Electrical Safety Code (2012) of The Institute of Electrical and Electronics Engineers, Incorporated and subsequent revisions thereof ("NESC"). Where there is a disagreement between Specifications, the applicable NESC Specifications shall apply. Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the Specifications shall, when accepted in writing by both Parties hereto, likewise govern the Licensee's use of Poles, and when so accepted shall be included within the term "Specifications." Any revision to the Specifications shall apply on a prospective basis, except as otherwise required by the NESC or any applicable law. No Application is necessary to correct safety violations or comply with applicable Specifications.

B. Each Party shall keep its Attachments in safe condition and in thorough repair. Licensee's Attachments shall be identified consistent with the Georgia Overhead Marking Standards as adopted by the Georgia Utilities Coordinating Council. Attachments previously in place on Electric Provider's Poles shall be so identified by Licensee as regular or emergency work occurs or at the next system rebuild opportunity, but not later than five (5) years from the Effective Date of this Agreement. Licensee shall be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. After the fifth year, should Electric Provider encounter any of Licensee's Attachments without permanent identification markers, Electric Provider may notify Licensee, provided that Electric Provider can identify the Attachments as belonging to Licensee. If the markers are not placed within sixty (60) days of such notice, then

Electric Provider may install the necessary markers, and Licensee shall reimburse Electric Provider for the cost of such work.

#### **ARTICLE 4 – ESTABLISHING ATTACHMENTS TO POLES**

Before Licensee shall make use of Electric Provider's Poles under this Agreement, it shall submit an Application, as required herein. The Application shall be sent either (i) by electronic mail with electronic mail "read" receipt obtained, (ii) hand delivery or (iii) by being deposited in the United States mail with proper postage and properly addressed to the person receiving the Application. When transmittal is by hand or U.S. mail, the Licensee will also send an electronic mail message, return receipt requested, to Electric Provider as notice that the Application was hand-delivered or sent by the U.S. mail.

Notwithstanding the foregoing, Licensee shall not be required to submit an Application for Overlashing. In lieu of submitting an Application, Licensee shall notify Electric Provider five (5) business days prior to any Overlashing. Said notice shall be provided in the form of Appendix A containing the necessary engineering data to confirm that the proposed Overlashing complies with the Specifications. Licensee's Overlashing shall be compliant with the Specifications. Licensee will be responsible for all Make Ready Costs for Poles on which Licensee's facilities were not compliant at the time of the Overlashing, or as a result of the Overlashing, i.e., Make Ready that would have been necessary hereunder had the Licensee submitted an Application for the applicable Overlashing. Licensee will not be responsible for any Make Ready Costs attributable to non-compliant conditions caused by the Electric Provider or others if the Overlashed Poles were out of compliance prior to any such Overlashing. Licensee shall not be responsible for inspection fees where Make Ready is not required. Licensee shall also notify and coordinate rearrangements with all other Outside Parties when a proposed Overlashing impacts attachments of affected Outside Parties.

##### **A. APPLICATION AND NOTIFICATION PROCEDURE**

1. Except in connection with (i) the placement of Service Drops, (ii) Pole Transfers, (iii) the installation of power supplies, amplifiers or risers, (iv) Overlashing, (v) correcting noncompliance, (vi) removals or (vii) any other written Electric Provider requested action of the Licensee, Licensee must submit to Electric Provider an Application for any Licensee construction on Electric Provider Poles (including reconstruction of existing Pole lines) that involves the placement of new Attachments.

2. Licensee shall submit a completed Application on the form attached hereto and identified as Appendix A, and all supporting data in accordance with said Application, or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on Appendix A.

Application Fee – Except as to installation of new Electric Provider Poles where none currently exist, as provided for in Article 7.A., Licensee shall be charged in the amount of fifty dollars (\$50) for each Application submitted under this Agreement. Electric Provider shall keep a cumulative annual total of Application Fees and invoice Licensee for such Application Fees annually, along with the annual Rental Fees. The invoice provided for herein shall be paid by the Licensee simultaneously with its payment of the annual Rental

**Fees.** Failure to include all pertinent information relating to the Application set forth in Appendix A will result, at the Electric Provider's option, in the returning of the Application to Licensee unapproved or holding the Application until the required documentation is received. Electric Provider will make timely and reasonable efforts to contact Licensee should its Application be incomplete.

**Inspection Fee** – Except for any work required by Electric Provider, including, but not limited to, Transfers and rearrangements done at the request of Electric Provider or a third party, road improvement projects, and the installation of new Poles where none currently exist, Licensee shall reimburse Electric Provider for the Actual Costs incurred by Electric Provider in performing necessary field inspections and preparation of an estimate of the Make Ready Costs of each Pole covered in the Appendix A. The Electric Provider will provide, as a deliverable for the above inspection fees, a Pole inspection report with appropriate data as the Parties may agree upon. Licensee shall reimburse Electric Provider for such costs within forty-five (45) days of receipt of the invoice from Electric Provider.

**Timeframes:**

- (a) If Licensee's Application includes ten (10) or less Poles, Electric Provider shall approve, approve with conditions (e.g., if Make Ready is required), or deny Licensee's Application within fourteen (14) days after the receipt of a completed Application.
- (b) If Licensee's Application includes between eleven (11) and one-hundred (100) Poles, Electric Provider shall approve, approve with conditions, or deny Licensee's Application within thirty (30) days.
- (c) If Licensee's Application includes more than one-hundred (100) Poles, the Parties shall negotiate a mutually-agreeable Application processing period for processing Licensee's Application.

If Licensee's Application is approved or if Licensee's Application is not rejected within the applicable period specified above, the Application will be considered approved and the Licensee shall have the right to place Attachments on such Pole(s) as provided in this Agreement. If Licensee's Application is conditionally approved, Electric Provider shall include a Make Ready Estimate with its response. If the Electric Provider rejects the Application in whole or in part, the Electric Provider will specify the reason(s). The Application shall be rejected only for good cause, as provided for in Article 1.

3. The Make Ready Estimate shall offer sufficient detail so that Licensee can readily identify the components of the proposed Make Ready Work and shall reflect costs that are verifiably comparable with Electric Provider Actual Costs. If necessary, the Licensee shall request clarification on the Make Ready Cost before requesting the Electric Provider to commence Make Ready Work. The Electric Provider's total charges shall be consistent with Article 7 herein (will not exceed 120% of the estimate), unless such additional costs are caused by changes in Licensee's plans from the original permit.

4. Electric Provider shall complete Make Ready Work on Applications involving ten (10) or less Poles within thirty (30) calendar days of receipt of Licensee's written acceptance of the Make Ready Estimate for such Make Ready Work. Electric Provider shall complete Make Ready Work, if applicable, on permits involving between eleven (11) and one-hundred (100) Poles within sixty (60) days of receipt of Licensee's written acceptance of the Make Ready Estimate for such Make Ready Work, if applicable. In the event Make Ready Work on Application involves more than one-hundred (100) Poles, the Parties shall negotiate a mutually-agreeable period for completing such Make Ready Work. Licensee may request expedited handling of Electric Provider's work, and Licensee shall be responsible for the additional Actual Costs incurred by Electric Provider for such expedited processing. To the extent it has the authority to do so, Electric Provider shall cause all other Licensees or Joint Users to similarly expedite the completion of all Make Ready Work. Licensee shall make payment for Electric Provider's Make Ready Work within forty-five (45) days of the written acceptance.

5. Electric Provider shall provide written notice to Licensee no later than three (3) business days following the completion of Make Ready Work. Upon receipt of notice by Licensee from Electric Provider that the Make Ready work has been completed, the Licensee shall have the right hereunder to place its Attachments in accordance with the terms of the Application and this Agreement (including Article 3 herein). If the Licensee fails to initiate construction within one (1) calendar year from the Electric Provider's notice of completion of Make Ready Work, the Electric Provider may, in its sole discretion, deem the Application approval terms and conditions outlined in the Appendix A null and void, and require the submission of another Application, along with engineering fees necessary to reimburse the Electric Provider for revised engineering and cost estimates, in the event Licensee still desires to attach to the Poles originally approved for attachment. Where field conditions preclude such compliance (e.g., when the Licensee's construction is delayed), Licensee shall notify the Electric Provider prior to construction. Licensee shall provide written notice to Electric Provider no later than fifteen (15) business days following the completion of Licensee's work so that Electric Provider may perform its inspection of Licensee's new or modified Attachments to Electric Provider's Pole. Upon completion of the post inspection, Electric Provider will provide the Licensee an inspection report.

(a) Any Service Drop that is placed by the Licensee on an Electric Provider Pole shall be subject to all the terms and provisions of this Agreement, except as expressly provided in this Agreement, including in Article 2.

(b) Licensee, without following the Application procedure, may utilize Clearance Space below its Attachments, for terminals, risers, power supplies or other vertical Attachments extending horizontally from the Pole no more than three feet (3'), and such use does not interfere with the Electric Provider's operations or the operations of other Licensees or Joint Users presently attached to the Pole, and is otherwise compliant with the terms of this Agreement (including the Specifications) ("Vertical Attachment"). Any such Vertical Attachments will be subject to all other provisions of this Agreement, except that Licensee shall owe no Rental Fees for such Vertical Attachments.

(c) Licensee and Electric Provider shall each place, Transfer and rearrange its own Attachments and shall place guys and anchors to sustain any unbalanced loads caused by its Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments and cables. Each Party shall, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other Party.

(d) The cost of making Attachments on existing Poles as provided herein, including the making of any necessary Pole replacements, shall be borne by the Parties hereto in the manner provided in Article 7.

(e) Licensee's Attachment shall automatically be continued under the terms of this Agreement if any one of the following circumstances applies:

(i) Licensee's Attachment was licensed under the terms of a prior pole attachment agreement; or

(ii) Licensee had Attachments on the Pole either licensed or unlicensed as of the Effective Date;

(f) This Agreement shall be deemed as settlement with respect to unpaid amounts owed to Electric Provider under prior pole attachment agreements or liability of the Licensee for trespass, unjust enrichment or other actions in law or equity by Electric Provider for unlicensed Pole Attachments or safety or other code violations, except that Licensee shall correct any non-compliance with the Specifications, as applicable and as provided herein.

(g) This Agreement may be used by the Licensee to install "wireless" equipment facilities to Electric Provider Poles, so long as the equipment does not exceed Licensee's twelve inches (12") of space and does not interfere with the facilities of Electric Provider or other Licensees attached to Electric Provider's Poles.

## **ARTICLE 5 – RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS**

While the Electric Provider and Licensee will cooperate as far as may be practicable in obtaining right-of-way for both parties on Licensed Poles, the Electric Provider does not warrant or assure to the Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on the Electric Provider's Poles, no liability on account thereof shall attach to the owner of the Poles.

Electric Provider shall maintain pole line right-of-way clearances according to Electric Provider's standard procedures, except with respect to Make Ready. Licensee is responsible for providing right-of-way clearances outside of Electric Provider's standard clearance practices at its own expense.

## **ARTICLE 6 – MAINTENANCE OF POLES AND ATTACHMENTS**

A. The Electric Provider shall maintain all Poles in a safe and serviceable condition and in accordance with the Specifications, and shall replace, reinforce or repair Poles as they become defective. Licensee acknowledges that Poles and related items carry hazardous voltages, deteriorate over time and may contain various hazardous chemicals or properties. Licensee shall instruct and equip its personnel, including its employees, contractors and other agents, of the hazards associated with working on Electric Provider's Poles, and Licensee will provide necessary training and equipment for its representatives to safely execute their work on Electric Provider's Poles. Prior to working on a Pole, Licensee shall, through visual inspection and reasonable effort, make an assessment that the pole is in safe working condition. If Licensee believes that a pole contains non-compliant or unsafe conditions, Licensee shall promptly notify Electric Provider of any existing substandard condition (i.e., physical, mechanical or electrical, etc.), that jeopardizes either the general public or workman safety, and Electric Provider will cause the existing condition to be promptly corrected. Licensee will insure that contractors will comply with provisions of this Agreement. Electric Provider does not warrant, guarantee, or imply that any Pole abandoned by Electric Provider possesses sufficient mechanical strength as required by or for any use of Licensee.

B. When replacing a Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new Pole shall be set in the same hole which the replaced Pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement Poles where risers (dips) are installed should be set as close as possible to the existing Pole. The Electric Provider will make reasonable effort to conduct a joint field review or otherwise coordinate with Licensee to determine the location of the proposed Pole. Reasonable effort will be made to coordinate locations of risers and Service Drops with the locations of the power facilities serving the customer.

C. Except during restoration efforts after natural disasters, such as a Force Majeure events, whenever it is necessary to replace or relocate a Licensed Pole, the Electric Provider shall, before making such replacement or relocation, give written notice thereof of not less than thirty (30) days for five (5) poles or less and sixty (60) days for six (6) poles or more (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation, and the Licensee shall at the time so specified Transfer its Attachments to the new or relocated Pole. On highway relocation projects, the schedule for Transfers shall be consistent with the "utility adjustment schedule" and any subsequent revisions or with any other schedule issued by the appropriate authority governing a highway relocation project.

1. An alternate method of notification (as opposed to the above described written method of notification) may be used when mutually agreed upon by both Parties. The electronic notification system of Pole Transfer request, provided by the National Joint Utilities Notification System ("NJUNS"), may be used as the notification required by this article. As a prerequisite for use of this system, both Parties shall have and properly utilize the necessary electronic equipment and correct NJUNS member codes as provided

by each Party to the other and as required by NJUNS for this system and mutually agree to its use as a substitute for the written notice of Transfers required under this Article 6.

D. Transfer of Licensee's Attachments by the Electric Provider shall be effected in accordance with Schedule 1 hereof, as agreed to by the Parties.

E. Should the Licensee fail to Transfer its Attachments to the newly Licensed Pole after the date specified for such Transfer of Attachments and after all third party and Electric Provider responsible Transfers have been accomplished to the extent necessary for Licensee to affect its facilities Transfer, whichever is later ("Licensee Transfer Date"), the parties will have the following rights, in addition to any other rights and remedies available under this Agreement: The Licensee shall pay the Electric Provider the following amounts until the Licensee has Transferred its Attachments and notified the Electric Provider in writing or through NJUNS that the Transfer has been accomplished: (a) five dollars (\$5) per Pole per calendar day beginning with the 61st day after the Licensee Transfer Date and through and including the 240th calendar day after the Licensee Transfer Date, (b) ten dollars (\$10) per Pole per calendar day (instead of five dollars (\$5)) beginning with the 241st calendar day after the Licensee Transfer Date. In addition, the cost incurred by the Electric Provider to return to the job site and remove the old Pole will be paid by the Licensee. Notwithstanding the above, Licensee shall not be subject to penalties where Electric Provider has not used the correct NJUNS member code, as provided by the Licensee, to notify Licensee of the clearance to Transfer Attachments. In cases of Transfer requests with incorrect NJUNS member codes, the Licensee shall make reasonable efforts to route to the appropriate party. In the event the Licensee notifies the Electric Provider that the Transfer has been accomplished and the Electric Provider returns to the job site to remove the old Pole and discovers that the Transfer has not been made, then the Licensee will pay the Electric Provider's cost of the trip to and from the job site. The intent of this paragraph is to ensure timely Transfers and minimize situations of two (2) or more Poles needlessly remaining at the same location for extended periods of time. Transfer penalties shall not apply during the first six (6) months after the completion of the Initial Inventory.

F. Each party shall at all times maintain all of its Attachments in accordance with the Specifications in Article 3, except as provided in Article 8.

#### **ARTICLE 7 – DIVISION OF COSTS**

A. **NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST.** Whenever Electric Provider requires new Pole facilities within the Licensee's service territory for any reason, including an additional Pole line, an extension of an existing Pole line, or in connection with the reconstruction of an existing Pole line, it shall make a best effort to notify Licensee to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location of the new Pole. In the case of emergency, the Licensee will preliminarily respond verbally on an expedited basis that it does or does not want to attach its Attachments and will generally describe its planned Attachments. Within a reasonable period (not to exceed fifteen (15) business days) after the receipt of such written notice, the Licensee shall submit an Application. If Licensee chooses to attach to a newly installed Pole(s) and requires more than the twelve inches (12") of space on such pole, the Licensee shall pay the incremental cost of the required new pole. If in connection with the construction of a Pole(s) the



Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to attach on such Electric Provider's Pole(s) even if the Pole(s) does not at that time become a Licensed Pole.

**B. ADDITIONAL MID-SPAN POLE.** A Pole, including all appurtenances or fixtures, erected between Poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the Electric Provider and the Licensee, which would have been unnecessary except solely due to Licensee's use, shall be erected at the sole expense of the Licensee, or in the case of multiple Licensees on the Licensed Pole, the cost shall be equally divided among all Licensees or Joint Users requiring the mid-span Pole.

**C. PAYMENTS DO NOT AFFECT OWNERSHIP.** Any payments for Poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of said Poles for which it has contributed in whole or in part.

**D. REPLACEMENT OF EXISTING POLES.** Where an existing Pole is replaced for maintenance purposes, Electric Provider shall erect a Pole adequate for the existing Attachments and Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and the Electric Provider will pay all the costs of installing the replacement Pole. Licensee will pay to replace its existing Attachments. The replaced Pole shall be removed and retained by Electric Provider.

1. A Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the Electric Provider's requirements, such as providing service, normal maintenance, or keeping the Electric Provider's wires clear of trees, shall be erected at the sole expense of the Electric Provider. The Electric Provider shall bear the full expense of replacing or Transferring all the Electric Provider's Attachments, and the Licensee shall bear the full expense of replacing or Transferring all the Licensee's Attachments.

2. For a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the Licensee's requirements, including Licensee's requirements as to keeping the Licensee's wires clear of trees, the Licensee shall pay to the Electric Provider the Make Ready Cost of the new Pole.

3. For a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to a Joint User's requirements such as providing service, correcting a safety violation or keeping the Joint User's wires clear of trees, the Joint User shall pay all of the Make Ready Cost of the new Pole, including any costs associated with replacing or Transferring Licensee's Attachments.

4. Except as to existing contracts with Joint User, in the case of a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength which is due to the requirements of all parties on the pole, such as when the parties share responsibility for correcting a safety violation, the difference between the Cost in Place of such Pole and the Cost in Place of the existing Pole shall be shared equally by the Licensee and the Electric Provider, and other third parties, if applicable,

the rest of the cost of erecting such Pole to be borne by the Electric Provider. The Electric Provider and Licensee shall replace or Transfer all Attachments at their own expense.

E. **RESPONSIBILITY FOR OWN ATTACHMENTS.** Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

F. **SERVICE DROPS.** Where an existing Pole is replaced by a taller one to provide the necessary clearance for the Licensee's Service Drop, the Licensee shall pay to the Electric Provider the installed cost of the new Pole plus the labor costs of replacing or Transferring of the Attachments on the existing Pole and the cost to remove the existing Pole, minus any salvage value to the Electric Provider.

G. **PAYMENT BASIS.** Payments made under the provisions of this Article may be based on the estimated or Actual Cost as mutually agreed upon (including overhead) of making such changes but in no event, however, shall either Party be required to pay for such changes more than 120% of the Estimated Cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.

H. **UTILITIES INSTALLING LARGER POLES FOR UTILITY'S FUTURE USE.** In the event the Electric Provider installs a Pole larger than is initially required for Electric Provider's and Licensee's use in anticipation of Electric Provider's future requirements or additions, the additional space provided by Electric Provider shall be reserved for Electric Provider's sole use. Licensee may request documentation to validate the need for future space.

## **ARTICLE 8 – SAFETY INSPECTIONS**

A. **INSPECTION PERFORMANCE.** Within a reasonable time, not to exceed two (2) years after the Effective Date of this Agreement, the Parties shall jointly perform a safety inspection to identify any safety violations of all parties on the Poles ("Initial Safety Inspection"), including Electric Provider and Joint Users. Following the Initial Safety Inspection, and not more than once every five (5) years thereafter, Electric Provider may perform periodic system-wide safety inspections of Electric Provider Poles, including Licensee Attachments, upon six (6) months' advance written notice to Licensee. Such notice shall describe the scope of the inspection and provide Licensee with an opportunity to participate. Licensee and Electric Provider, and other attachers to Licensed Poles, shall share equally in the Initial Safety Inspection cost whether the Initial Inspection is performed by the Electric Provider or a third party contractor. In the event the Initial Safety Inspection or any subsequent safety inspection is performed by a third party contractor, the Licensee shall have the right to seek bids from third party contractors prior to the inspection and propose such bids to Electric Provider. Electric Provider will not be required to use any third party contractor proposed by the Licensee, provided that any third party contractor used by the Electric Provider to perform any inspection shall charge no more than the lowest qualified bid proposal (in Electric Provider's reasonable discretion) provided by the Licensee. For inspections performed after the Initial Inspection, Licensee will pay a pro-rata share of the Electric Provider's inspection costs and will incur its own costs to participate in such periodic safety inspections. The Licensee's pro-rata share of Electric Provider's cost will be equal to the

percentage of the total violations caused by Licensee's Attachments as identified during the inspection.

**B. CORRECTIONS.** In the event any Licensee facilities are in violation of the Specifications and such violation poses an imminent danger to persons or property and is discovered ("Imminent Danger Violation"), Licensee shall correct such violation immediately. Should Licensee fail to correct such Imminent Danger Violation after notice, the Electric Provider may correct the Imminent Danger Violation and bill Licensee for the Actual Costs incurred. Licensee shall not be subject to any safety violation penalties pursuant to the Initial Safety Inspection provided that Licensee corrects any safety violation that is not an Imminent Danger Violation (a "Non-Imminent Danger Violation") discovered during the Initial Safety Inspection within eighteen (18) months of the documentation and reporting of the unsafe conditions. Following the Initial Safety Inspection, if any Attachment of the Licensee is found to be a Non-Imminent Danger Violation of Article 3 herein, and Licensee has caused the violation, Licensee shall have sixty (60) days to correct any such violation upon written notice from Electric Provider, or within a longer, mutually agreed-to time frame if correction of the violation is not possible within sixty (60) days, such extended time to be not more than an additional sixty (60) days. Notwithstanding the foregoing grace periods, in the event Electric Provider or an Outside Party prevents Licensee from correcting a Non-Imminent Danger Violation, the timeframe for correcting such violation shall be extended to account for the time during which Licensee was unable to correct the violation due to such Electric Provider or Outside Party's action. Licensee will not be responsible for the costs associated with violations caused by others. In all circumstances, all of the Parties on the Pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the Pole and all Transfers or other work incident thereto. Licensee shall insure that its employees, agents, contractors or other Outside Parties, which Licensee causes to work on Electric Provider Poles, will be notified of pending, unresolved Poles requiring corrective actions prior to activities on such Poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on such Poles.

1. If any Attachment of the Electric Provider is found to be in violation of Specifications and Electric Provider has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Electric Provider shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the Pole and all Transfers or other work incident thereto.
2. If one or more Outside Party's Attachment caused the violation, then such Outside Party shall pay the corrective costs incurred by all who have Attachments on the Pole, including for the Licensee, Electric Provider and any other attachers; and the Electric Provider will make reasonable effort to cause the Outside Party to make such payment.
3. If there exists a violation of Specifications and it cannot be determined which party on the Pole, including Joint User, caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of

correcting any such deficiencies, and all parties and Outside Parties who may have caused such violation will share equally in such costs; provided, however, that if a Party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such Party may elect to make such modification instead of otherwise sharing in such costs. Such a modification shall not relieve a Party from sharing in such costs if the Party making the modification could have been a cause of any deficiency that remains.

C. **PENALTIES.** Electric Provider may impose a penalty in the amount of one hundred (\$100) dollars for any violation caused by the Licensee that is not corrected within the applicable time period after written notice from the Electric Provider or within the alternative time-period agreed to by the Parties. In the event an Imminent Danger Violation is discovered, Licensee shall correct such violation immediately, and, in any case, in no more than twenty-four (24) hours, except as otherwise agreed to by the Parties. Should Licensee fail to correct such Imminent Danger Violation within twenty-four (24) hours after notice or such alternative time period, the Electric Provider may correct the violation and bill Licensee for the Actual Costs incurred.

#### **ARTICLE 9 – UNAUTHORIZED ATTACHMENTS**

Except in the case of Service Drops, if any Attachment or Overlashing made after the Initial Inventory, as described in Article 11, is identified for which the Application requirements (as set forth herein), or notification requirements as provided for in Article 4, have not been satisfied (“Unauthorized Attachment”), then the Licensee shall pay to the Electric Provider a one-time fee of five hundred dollars (\$500) per Unauthorized Attachment. No Unauthorized Attachment Fee shall apply to Service Drops. Licensee shall also correct any safety violations caused by Service Drop Attachments and the Unauthorized Attachment.

#### **ARTICLE 10 – ABANDONMENT OF LICENSED POLES**

A. To the extent permitted by law, if the Electric Provider desires at any time to abandon any Licensed Pole, it shall, except in the event of required Transfers as provided in Article 6, give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such Pole. If, at the expiration of sixty (60) days, the Electric Provider shall have no Attachments thereon, but Licensee has not removed its Attachments, such Pole shall thereupon become the property of the Licensee, as is, and the Licensee shall save harmless the Electric Provider from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything occurring prior to the transfer of ownership. Electric Provider shall further evidence transfer of title to the Pole by appropriate means. Credit shall be allowed for any payments which the Licensee may have made under the provisions of Article 7 when the Pole was originally set, provided the Licensee furnishes proof of such payment.

B. The Licensee may at any time abandon a Licensed Pole by removing any and all Attachments it may have thereon and by giving written notice thereof.

## ARTICLE 11 – POLE ATTACHMENT RENTAL FEES

A. The Parties intend that the Initial Inventory shall commence within one year of the Effective Date of the Agreement. The Initial Inventory pole count shall establish a baseline number of poles to which Licensee is attached, and the Licensee shall not be charged any Unauthorized Attachment Fees or back rent. Additionally, not more often than once every five (5) years after the Initial Inventory, unless otherwise mutually agreed by the parties, subsequent inventories of Attachments shall be made by representatives of the parties to determine the number of Licensee's Attachments to Electric Provider Poles ("Actual Inventory"). Electric Provider shall provide three (3) months' advance written notice prior to the Initial Inventory and any subsequent Actual Inventory describing the scope of the Inventories so that Licensee may plan and fully participate in and budget for such Inventories. In addition, Licensee shall have the right to seek bids from third party contractors for any such Inventories and propose such bids to Electric Provider. Electric Provider will not be required to use any third party contractor proposed by the Licensee, provided that any third party contractor used by the Electric Provider to perform any Inventory shall charge no more than the lowest qualified bid proposal (in Electric Provider's reasonable discretion) provided by the Licensee.

B. Unless prevented by the provisions of a third party agreement, Actual Inventories and Initial Inventories shall include all Outside Parties attached to Electric Provider's Poles. Where multiple Outside Parties are included in the inventory, all participating Outside Parties shall incur a prorated share of the cost of performing the Actual Inventory, based on the number of Attachments each attacher has on Electric Provider's Poles. For a year in which there is no Actual Inventory, the number of Licensee's Attachments used in calculating the Rental Fees shall be based on (i) twice the number of new Licensee Attachments that Licensee has placed during the prior year (once for the year installed and once for the year of invoice period), (ii) the number of Licensee Attachments for which Licensee was charged in the previous year, and (iii) an Annual Adjustment Factor for Service Drops (the "Annual Adjustment Factor"). For the first five (5) years of the Agreement, the Annual Adjustment Factor shall be 2% of the Attachments billed in the prior year (prior year's Attachments times 102%). After subsequent Actual Inventories, the Annual Adjustment Factor shall be recalculated to reflect the average number of Service Drops installed since the last inventory.

C. For a year for which there is an Actual Inventory, the Rental Fees provided for herein shall be based on the Actual Inventory and the following adjustments shall be made:

1. The difference between the number of Licensee Attachments found by the Actual Inventory for the year in question and the number of Attachments for which Licensee was most recently invoiced for Pole Attachment Rental Fees shall be prorated evenly based on the assumption that such Licensee Attachments were added evenly over the period since the last Actual Inventory.

2. If the number of Licensed Attachments in the previous annual rental invoice is less than the number of Licensed Attachments found by the Actual Inventory, then Licensee shall be entitled to a pro-rata refund from the Electric Provider or a credit to the Licensee.

3. In accordance with Article 11, the Initial Inventory pole count shall establish a baseline number of Poles to which Licensee is attached with the Licensee having no liability for any back rent or other fees that might be assessed by the Electric Provider.

D. The applicable computation of payments and calculations as above provided shall be made on or about December 1st of each year for the next year's Rental Fees, each Party acting in cooperation with the other.

E. Pole Attachment Rental Fees due from Licensee to Electric Provider shall be as indicated in Schedule 2. The undisputed Pole Attachment Rental Fee herein provided shall be paid by Licensee within forty-five (45) days after Licensee's receipt of the invoice.

F. The Parties acknowledge and agree that the Rental Fees, and some of the terms and conditions of this Agreement, are the result of a settlement between the Parties for the period prior to the Effective Date. These rates are not necessarily a reflection of the actual costs of the Parties.

G. SPECIFIC RENTAL RATES. See Schedule 2.

## **ARTICLE 12 – DEFAULTS**

A. In the event either Party deems an event of default has taken place and prior to engaging in the formal default provisions in this Agreement, the appropriate representatives of the Licensee and Electric Provider, as identified in Article 18, shall meet in person or on the telephone to attempt to resolve the matter in good faith within ten (10) business days of the initial request of either Party to meet.

B. In the absence of resolution of the matter in accordance with Article 12.A., the aggrieved Party may provide a notice of default to the other Party in writing. Upon receipt of such notice of default, the defaulting Party shall either work diligently and cooperatively with the non-defaulting Party to correct such default or present sufficient evidence that a default does not exist or is not the fault of the defaulting Party. If such default shall continue for a period of forty-five (45) days after such notices, either Party may, at its sole discretion and option, terminate this Agreement, or, if Licensee is the defaulting Party, Electric Provider may deny future Attachments and/or remove the Attachments of Licensee at Licensee's expense. Notwithstanding the foregoing, the cure periods may be extended upon mutual agreement of the Parties if a cure is not reasonably possible within the time frames specified above.

C. Without limiting the effect of the immediately preceding paragraph, if after reasonable notice, Licensee shall default in the performance of any work it is obligated to do under this Agreement, the Electric Provider may elect to do such work, and the Licensee shall reimburse the Electric Provider for the cost thereof. Electric Provider shall notify the Licensee in advance of its intent to do the work and the approximate cost of doing such work. Failure on the part of the Licensee to make such a payment, as set forth in Article 17 herein, shall, at the election of the Electric Provider, constitute a default under Section B of this Article 12.

## **ARTICLE 13 – RIGHTS OF OTHER PARTIES**

A. If Electric Provider, prior to the execution of this Agreement, received or conferred upon others, not parties of this Agreement (“Outside Parties”), by contract or otherwise, rights or privileges to attach to, and/or reserve space on any of its Poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice. All future Attachments of such Outside Parties shall be in accordance with the requirements of the following paragraph, except where such Outside Parties have, by agreements entered into prior to the execution of this Agreement, acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. Electric Provider shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.

B. In the event any Pole or Poles of Electric Provider to which Licensee has made its Attachments would, but for the Attachments of Licensee, be adequate to support additional facilities desired by Electric Provider, Electric Provider’s subsidiary or affiliate, or by a Joint User with whom Electric Provider has a prior agreement and which Joint User is either occupying space or has requested to attach or reserve space on such Pole(s) prior to the placement of Licensee’s Attachment on such Pole(s), then Electric Provider shall notify Licensee of any changes necessary to provide an adequate Pole or Poles and Electric Provider or Joint User will reimburse Licensee for the costs thereof. Should Licensee submit a request to make a new Attachment on a Pole that a Joint User is not already attached to but on which the Joint User has reserved space, Electric Provider will provide notice of such space reservation to Licensee, provided that Electric Provider has such knowledge on or prior to the date of Licensee’s Attachment request.

C. If Electric Provider desires to confer upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Agreement, it shall have the right to do so, provided all Attachments of such Outside Parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of Specifications, and (2) such Attachments shall not be located within the space allocation of Licensee. Electric Provider shall derive all of the revenue accruing from such Outside Parties.

D. Except as to Joint Users already attached to Electric Provider’s Poles, for any rights and privileges granted under this Article to Outside Parties, Electric Provider shall make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make Ready.

E. Except as to Joint Users already attached to Electric Provider’s Poles, in no event will Licensee be responsible for any Make Ready costs incurred for the benefit of an Outside Party, and such costs shall immediately be reimbursed to Licensee from such Outside Party.

F. The Electric Provider will make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make Ready.

## **ARTICLE 14 – ASSIGNMENT OF RIGHTS**

The rights conferred by this Agreement may be transferred by the Licensee to any successor in interest that has or is contemporaneously granted a franchise by the applicable franchise authority upon written notice to the Electric Provider. Except as otherwise provided in this Agreement, including the immediately prior sentence, Licensee shall not assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Licensed Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the Electric Provider, which consent shall not be unreasonably withheld or delayed, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the Licensee's right to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that, subject to all of the terms and conditions of this Agreement, Licensee may permit any corporation conducting a business of the same general character as that of such Party, and owned, operated, leased and controlled by it, the use of all or any part of the space reserved hereunder on any Pole covered by this Agreement for the Attachments used by such Party in the conduct of its said business; and for the purpose of this Agreement, all such Attachments maintained on any such Pole by the permission as aforesaid of Licensee shall be considered as the Attachments of Licensee and the rights, obligations and liabilities of such Party under this Agreement, with respect to such Attachments, shall be the same as if it were the actual owner thereof.

## **ARTICLE 15 – WAIVER OF TERMS OR CONDITIONS**

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

## **ARTICLE 16 – PAYMENT OF TAXES**

Each Party shall pay all taxes and assessments lawfully levied on its own property upon said Licensed Poles, and the taxes and the assessments which are levied on said Licensed Poles shall be paid by the owner thereof, but any tax, fee, or charge levied on Electric Provider's Poles solely because of their use by the Licensee shall be paid by the Licensee, except for any such tax, fee, or charge levied by Electric Provider, excluding () any tax, fee, or charge hereunder or any business use tax related to franchise or franchise agreement.

## **ARTICLE 17 – BILLS AND PAYMENT FOR WORK**

A. Upon the completion of work performed hereunder by either Party, the expense of which is to be borne wholly or in part by the other Party, the Party performing the work shall present to the other Party within ninety (90) days after the completion of such work an itemized statement



of the costs, and such other Party shall, within forty-five (45) days after such statement is presented, pay to the Party doing the work such other Party's proportion of the cost of said work.

B. All amounts to be paid by either Party under this Agreement shall be due and payable within forty-five (45) days after receipt of an itemized invoice. Except as provided in Article 17.C below, any payment not made within forty-five (45) days from the due date shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If a Party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing Party will write off and cancel the interest.

C. A Party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a Party so disputes only a portion of a bill, then such Party shall promptly pay the undisputed amount. In the event of such dispute, the Parties shall meet, by telephone or in person, within ten (10) business days of a dispute being raised to discuss the disputed item and establish a procedure for addressing the disputed amount in accordance with this Agreement. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within forty-five (45) days of receipt of substantiation and determination of the correct amount.

D. Except as to the rental fees, the fees specified in this Agreement shall be subject to an annual adjustment equal to the change in the most recent twelve month's Handy-Whitman Index for the South Atlantic Region, Account 364, Poles, Towers and Fixtures.

## **ARTICLE 18 – NOTICES**

A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the people ("Contact Person(s)") identified below, who from time to time may be changed by written notice.

B. By written notice pursuant hereto, a Party may from time to time specify a person in lieu of the person designated in Section A above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).

C. Response to any notice or Application shall be made to the sender rather than to the person designated in Section A or B above.

D. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable and traceable electronic means, such as email or facsimile.

E. A second copy of any notice given under Article 12 or Article 20 of Agreement shall be given to the following persons, who may from time to time be changed by written notice:

Licensee:

For Operational Notices:

Name

Title

Address

For Legal Notices:

Name

Title

Address

Electric Provider:

Name

Title

Address

F. The Parties will develop and maintain a joint form designating the people to whom notices shall be given pursuant to the foregoing.

Except as otherwise noted, all notices, requests, demands and other communications hereunder shall be in writing and shall be delivered personally with a receipt evidencing delivery, sent by nationally recognized overnight courier, or sent by facsimile transmission or electronic means (delivery receipt requested), in each case addressed to the appropriate Party at the address for such Party shown above or at such other address as such Party shall have previously designated by written notice delivered to the Party giving such notice. Except as otherwise permitted, any notice given in accordance herewith shall be deemed to have been given and received when delivered to the addressee, which delivery may be evidenced by (i) signed receipt of the addressee given to the courier or postal service, or (ii) by confirmed facsimile transmission or confirmed electronic means as provided in the following sentence, as the case may be. Notice by facsimile transmission or electronic means shall be deemed given and received upon transmission by the notifier of a faxed notice to the facsimile number or electronic mail address set forth above or designated pursuant to this Section, with confirmation on the sender's machine of the success of the facsimile or electronic transmission, as applicable.

**ARTICLE 19 – RESOLUTION OF CERTAIN DISPUTES**

A. In the event of a dispute regarding any compliance or non-compliance with the provisions of Article 3 of this Agreement, including which Party is responsible for any non-compliance and what corrective action, if any, is necessary or appropriate to remedy any such non-compliance, then the Parties shall each arrange for a representative to make a joint field visit to the Pole location to investigate whether a violation exists and if so, any corrective action needed and the Party or Parties responsible. The Parties will make a diligent and good faith effort to resolve such disputes at the local level by the Parties' respective local engineers and local managers.

B. If the Parties are unable to resolve any such dispute at the local level, then either Party may submit the matter for resolution to a "Referee," as defined below, for binding resolution. A matter will be submitted to the Referee by sending a letter (by mail, hand-delivery or facsimile) to the Referee, with a copy provided to the other Party's representative who was involved in the attempt to resolve the dispute and the other Party's representative designated pursuant to Article 18.A or Article 18.B before or concurrently with the transmission of the letter to the Referee. The letter will include a summary of the dispute and will designate the Party's Contact Person for the dispute. The other Party will promptly respond with a letter similarly sent and copied that provides such Party's summary of the dispute and designates such Party's Contact Person for the dispute.

C. If the Parties mutually agree to do so, instead of proceeding under Section B above, the Parties may submit any dispute to the Referee by jointly sending the Referee a letter that includes a summary of the dispute and designates each Party's Contact Person for the dispute.

D. The Referee will make such investigation as deemed appropriate in his or her discretion, which will include hearing from each Party's Contact Person. The Referee may, but is not required to, engage in such other procedures or hearing as the Referee deems appropriate. The Parties will cooperate with the Referee.

E. The Referee will promptly issue a binding decision (to the extent permitted by law) in writing to the Parties, from which there will be no appeal. The Party whose position is not upheld by the Referee (which determination may be made by the Referee if requested to do so) will be required to pay for the Referee's fees and expenses. If both Parties' positions are upheld in part, they will share the Referee's fees and expenses equally. The Parties agree to be bound to pay the Referee's fees and expenses as provided herein.

F. The Referee will be appointed as follows:

1. Each Party will appoint an outside engineer and these two (2) engineers will appoint a third outside engineer or other qualified person (the "Referee") to serve as the Referee.

2. In the event that the two (2) engineers so appointed are unable within fourteen (14) days to agree upon a third outside engineer or other qualified person who is willing and able to serve as the Referee, then the Referee will be appointed as follows: Three (3) names will be blindly drawn from the list of persons then comprising the NESC committee whose work is most closely related to the dispute (e.g., Clearances Committee or Strength and Loading Committee), or such other group as may be mutually agreed upon. Each Party will strike one such name and the remaining person will serve as the Referee. If the Parties strike the same name, then the Referee will be selected from the remaining two (2) names by coin toss. If the NESC committee member so selected is unwilling or unable to serve as Referee, then this procedure will be repeated (starting with the blind drawing of three different names as provided above) as necessary until a Referee is selected who is willing and able to serve as Referee. If all committee member names of the NESC committee first selected are exhausted without a Referee being appointed who is willing and able to serve as Referee, then the Parties will repeat the

above-described procedure with the next NESC committee whose work is most closely related to the dispute, and so on until a Referee is selected who is willing and able to serve as Referee.

G. Nothing herein shall preclude the Parties from entering into any other mutually agreeable dispute resolution procedure or from changing by mutual written agreement any aspect of the foregoing procedure. Without limiting the generality of the foregoing, the Parties may by mutual written agreement remove, replace or appoint a Referee at any time.

H. The Parties agree, that if any dispute or problem in connection with the administration of this Agreement cannot be resolved at lower levels, communications between the following will be permitted and engaged in, in good faith on an expedited basis: Between a responsible senior officer with settlement authority of Electric Provider and a responsible senior officer with settlement authority of Licensee; and, if not resolved by them, between such persons' superiors, if any. If either Electric Provider or Licensee reorganizes or changes titles, the equivalent person for such Party shall perform the above functions. Notwithstanding the foregoing, neither Party shall be precluded from seeking any other available legal remedy at any time.

#### **ARTICLE 20 – TERM OF AGREEMENT**

A. This Agreement shall continue in full force and effect for twelve (12) years from the Effective Date (Initial Term), and shall automatically renew thereafter for successive one (1) year terms (Renewal Term) unless terminated in accordance herewith. Either Party may terminate the Agreement by giving to the other Party six (6) months' notice in writing of intention to terminate the Agreement six (6) months prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, this Agreement shall continue in full force and effect for all existing Attachments during any negotiations of the Parties for a subsequent agreement.

B. Upon final termination of this Agreement in accordance with any of its terms, Licensee shall, within one-hundred eighty (180) days, remove all its Attachments from all Poles. If not so removed, Electric Provider shall have the right to remove and dispose of all of Licensee's Attachments without any liability or accounting therefore. Licensee shall reimburse Electric Provider for any and all costs incurred by Electric Provider in the removal of Licensee's Attachments as detailed above. In the event that Licensee has not reimbursed Electric Provider within forty-five (45) days of invoicing following Electric Provider's removal of said Attachments, then Electric Provider may pursue one or more of the remedies contained in Article 12, including making demand on the Security Instrument described in Article 23.

C. Termination of this Agreement shall not relieve either Party from fulfilling any and all of its obligations that accrued while the Agreement was in effect.

D. During the term of this Agreement or upon termination of this Agreement, each Party shall have reasonable access to those portions of the other Party's books, construction standards, and records, as may be necessary to resolve a material issue or concern regarding the other Party's compliance with its obligations under this Agreement. Such access will be granted upon reasonable notice and only during regular business hours.

## **ARTICLE 21 – EXISTING CONTRACTS**

All existing joint use or pole attachment license agreements between the Parties, and all amendments thereto are by mutual consent hereby abrogated and superseded by this Agreement except with respect to amounts owed, late payment penalties and interest and remedies available for collection of such amounts by either party under any such existing agreements.

Nothing in the foregoing shall preclude the Parties to this Agreement from entering such supplemental operating routines or working practices as they mutually agree in writing to be necessary or desirable to effectively administer the provisions of this Agreement.

## **ARTICLE 22 – ELECTRIC PROVIDER SYSTEM FINANCING OR SALE OF SYSTEM**

This Agreement and any amendment thereof shall be effective subject to the condition that, during any period in which the Electric Provider has outstanding debt or other financing obligations respecting its Poles or its electric distribution system, this Agreement shall be subject to the terms and conditions related to such financing. Electric Provider, without the consent of the Licensee, may enter into or issue debt or other financing obligations from time to time related to its Poles or its electric distribution system with terms and conditions, including covenants that affect Licensee's rights hereunder, that are reasonably required by the counterparties to such transactions or the purchasers of such debt or other financing obligations. Electric Provider, without the consent of the Licensee, may at any time sell or otherwise transfer ownership of all or any part of its Pole or electric distribution system, and in conjunction therewith, may terminate this Agreement or assign it to the purchaser or transferee in whole or in part.

## **ARTICLE 23 – LIABILITY AND INDEMNIFICATION**

A. Except as set forth below, Licensee assumes sole responsibility for all injuries and damages caused, or claimed to have been caused, by Licensee, its employees, agents, representatives or contractors. Notwithstanding the foregoing, Licensee shall have no liability to the Electric Provider for injuries and damages (a) caused by, through or as a result of the negligence of the Electric Provider; (b) caused by, through or as a result of the wanton misconduct of the Electric Provider; or (c) caused by, through or as a result of the facilities or activities of any third party (or parties) attachers whose cables, wires, appliances, equipment or facilities are attached to the same Poles as Licensee's cables, wires, appliances, equipment or facilities.

B. Accordingly, without limiting the effect of the provision of the immediately preceding paragraph, and except as set forth below, Licensee expressly agrees to indemnify, defend and save harmless the Electric Provider, its governing body, officers, employees, agents, representatives and contractors from all claims, demands, actions, judgments, loss, costs and expenses (collectively, "Claims") caused or claimed to have been caused by, Licensee, its employees, agents, representatives or contractors, including with respect to (a) damage to or loss of property (including but not limited to property of the Electric Provider or Licensee); (b) injuries or death to persons (including but not limited to injury to or death of any Licensee employees, contractors or agents, or members of the public); (c) any interference with the television or radio reception of, or with the transmission or receipt of telecommunications by,

any person which may be occasioned by the installation or operation of Licensee's cables, wires, appliances, equipment or facilities; (d) any injuries sustained and/or occupational diseases contracted by any of the Licensee's employees, contractors or agents of such nature and arising under such circumstances as to create liability therefore by Licensee or the Electric Provider under any applicable Worker's Compensation law, including also all claims and causes of actions of any character which any such contractors, employees, the employers of such employees or contractors, and all persons or concerns claiming by, under or through them or either of them may have or claim to have against the Electric Provider resulting from or in any manner growing out of any such injuries sustained or occupational diseases contracted; it being understood, however, that Licensee shall have no liability to the Electric Provider for injuries and damages (a) caused by, through or as a result of the negligence of the Electric Provider; (b) caused by, through or as a result of the wanton misconduct of the Electric Provider; or (c) caused by, through or as a result of the facilities or activities of any third party (or parties) whose cables, wires, or facilities are attached to the same Poles as Licensee's cables, wires, or facilities. In any matter in which Licensee shall be required to indemnify the Electric Provider hereunder, Licensee shall control the defense of such matter in all respects, and the Electric Provider may participate, at its sole cost, in such defense. The Electric Provider shall not settle or compromise any matter in which Licensee is required to indemnify the Electric Provider without the prior consent of Licensee.

C. To the extent permitted by law, the Electric Provider agrees to assume liability and be responsible for the payment of any sum or sums of money to any persons whomsoever on account of any Claims arising or claimed to have arisen by, through or as a result of the Electric Provider's negligent acts or omissions or the Electric Provider's intentional or wanton misconduct. Electric Provider shall have no liability to the Licensee for injuries and damages (a) caused by, through or as a result of the negligence of the Licensee or its contractors or agents; or (b) caused through or as a result of the wanton misconduct of the Licensee or any of its contractors, agents, representatives or assignees. Nothing contained herein shall constitute a waiver of the defense of sovereign immunity in favor of the Electric Provider.

D. Insurance. In the event Licensee's franchise agreement requires Licensee to insure the franchise authority, the Insurance requirements set forth in Article 23.E herein shall not apply to Licensee.

E. In the event Licensee is not required to insure the franchise authority, pursuant to the franchise agreement, Licensee, and any contractors of Licensee, shall contract for and maintain in effect throughout the period during which Licensee maintains Attachments on any Poles insurance that meets or exceeds the amounts set forth in subsections (1) through (3) below. Failure to provide and maintain the required insurance coverage shall constitute a Default under this Agreement, in which event Electric Provider shall have the right to pursue any and all of remedies set forth in this Agreement.

1. Worker's Compensation insurance, with minimum limits of \$1,000,000, covering all employees of Licensee who shall perform any work on Poles or property owned or controlled by Electric Provider, including easements and rights-of-way, whether or not such insurance is required by law. If any employee is not subject to the Worker's

Compensation laws of the state wherein work is performed, Licensee shall extend said insurance to such employee as though said employee were subject to such laws.

2. Commercial general liability insurance covering all operations under this Agreement, including erection, installation, maintenance, Rearrangement and removal of Licensee's Attachments, in an amount for bodily injury of not less than \$2,000,000 for one person and \$2,000,000 for each accident or occurrence and for property damage of not less than \$2,000,000 for each accident or occurrence.

3. Automobile liability insurance on all self-propelled vehicles which may be used in connection with this Agreement, whether owned, non-owned, or hired, in an amount for bodily injury of not less than \$1,000,000 for one person and \$1,000,000 for each accident or occurrence and for property damage of not less than \$1,000,000 for each accident or occurrence.

4. The policies required hereunder shall be in such form and issued by such carrier as shall be reasonably acceptable to Electric Provider.

(a) Electric Provider, its governing body, officers, employees, and agents shall be shown as additional insured on each policy only with respect to liability arising from Licensee's operation in conjunction with this Agreement; and

(b) Licensee agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against Electric Provider, its governing body, officers, employees, and agents for loss under the policies of insurance described herein; and

(c) Each policy shall state that Electric Provider will be given notice at least thirty (30) days before any such insurance shall lapse; and

(d) Licensee shall furnish Electric Provider certificates evidencing such insurance within thirty (30) days of the Effective Date of this Agreement and shall provide Electric Provider with copies of any renewal certificates promptly after they become available.

(e) Notwithstanding the above, if Licensee is authorized to operate as a self-insured entity under the laws of the State of Georgia, Licensee may provide self-insurance to meet the requirements of this Article 23.E, upon terms and conditions satisfactory to Electric Provider.

F. **SECURITY INSTRUMENT.** Licensee shall furnish and maintain throughout the term of this Agreement, and thereafter until all of the obligations of Licensee have been fully performed, a bond or other security instrument ("Security Instrument") satisfactory in form and content to Electric Provider in substitution therefore, to guarantee the payment of any sums which may become due to Electric Provider or an Electric Provider Agent for Pole Attachment Rental Fees, inspections, inventories, Make Ready Costs, Unauthorized Attachment Fees, for work performed for the benefit of Licensee under this Agreement, including the removal of Attachments upon termination of this Agreement, for any expense that may be incurred by Electric Provider or an

Electric Provider agent because of any Default of Licensee, or for any other expense that is to be borne by Licensee under this Agreement. The amount of said Security Instrument, which amount shall be maintained throughout the term of the Agreement and thereafter until all of the obligations of Licensee have been fully performed, shall be equal to ten thousand US dollars (\$10,000), or twenty-five dollars (\$25) per Attachment, whichever is larger. The amount of the Security Instrument may, in Electric Provider's discretion, be adjusted if Licensee purchases, acquires, or obtains a controlling interest in additional broadband or other facilities within Electric Provider's service territory not currently covered by this Agreement which results in a significant increase in the number of Attachments. Any such adjustment shall not exceed twenty-five dollars (\$25) per new Attachment. Failure to provide and maintain the aforementioned Security Instrument shall be deemed a Default under this Agreement, in which event Electric Provider shall have the right to pursue any and all remedies set forth in this Agreement and at law or equity. The furnishing of such Security Instrument shall not affect, limit, diminish or otherwise reduce any obligations of Licensee under this Agreement.

G. Following the completion of the Initial Safety Inspection, the correction of the identified violations, and if the Licensee is in material compliance with all other terms and conditions of the Agreement, the amount of the Security Instrument shall be adjusted annually to an amount not to exceed the last annual Pole rental invoice received by the Licensee.

#### **ARTICLE 24 – CONSTRUCTION**

This Agreement was drafted by all Parties hereto and is not to be construed against any party. Neither the negotiations of the language of this Agreement nor any prior drafts of this Agreement or the inclusion or exclusion of any language from prior drafts shall be admissible or probative as to the meaning of this Agreement.

#### **ARTICLE 25 – REMEDIES CUMULATIVE**

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

#### **ARTICLE 26 – MISCELLANEOUS**

A. Counterparts. This Agreement may be executed in multiple counterparts, and any one of such counterparts shall be considered an original hereof.

B. Severability. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Agreement shall be construed to adopt, but not to enlarge upon, all the applicable provisions of applicable law, and, if any provisions hereof conflict with any provision of applicable law, the latter as in effect and as interpreted by the applicable courts shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.



C. Force Majeure. As used in this Agreement “Force Majeure Event” means any act or event whether foreseen or unforeseen, that meets all of the following tests:

1. The act or event prevents a party (the “Nonperforming Party”), in whole or in part, from performing its obligations under this Agreement or satisfying any conditions to the other party’s obligations under this Agreement.

2. The act or event is beyond the reasonable control of and not the fault of the Nonperforming Party.

3. The Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence.

D. Despite the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions or insufficiency of funds.

E. In the event of a Force Majeure Event affecting Electric Provider’s Poles, the Parties’ obligations hereunder are suspended for a period of time reasonably appropriate to the Force Majeure Event to the extent performance hereunder adversely affected.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed in two counterparts, each of which shall be deemed an original, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

**ELECTRIC PROVIDER**

CITY OF \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Its:

Attest:

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

[SEAL]

**LICENSEE**

Charter Communications, LLC  
By: Charter Communications, its Manager

By: \_\_\_\_\_  
Name:  
Its:

Attest:

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

[SEAL]

**APPENDIX A – ATTACHMENT REQUEST/OVERLASH NOTIFICATION FORM**

Licensee hereby (1) requests permission pursuant to its Pole Attachment License Agreement to make new Attachment(s) to Pole(s) or (2) notifies Electric Provider that Licensee intends to install Overlashing to poles, all as shown on the attached construction plans and drawings. The attached plans and drawings show the Pole(s) Licensee desires to attach to or overlash, the number and character of Attachments existing and proposed, any Rearrangements requested with respect to existing Attachments, any relocations or replacements of existing Poles requested, the heights of all points of attachment, all mid-span clearances, and any new Pole placement requested. Should additional information be required by the Electric Provider for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information. The table below provides detailed information regarding this request.

<b>LICENSEE</b>				
Company		Poles with Attachments	Added	
Project			Removed	
Request #			Overlashed	
Request Date		Estimated Construction Dates	Start	
Name			Completion	
Signature		Fees	Application	\$
Phone			Inspection	\$
Fax			Design	\$
Email			Total	\$

Please advise Licensee as to whether or not these Attachments will be permitted and if necessary provide an estimate for any additional costs that Licensee may be required to pay as Make Ready Work. If Make Ready Work is required, upon receipt of Electric Provider supplied Make Ready Estimate, the Licensee shall provide notice to Electric Provider of either approval of the cost estimate or that Licensee will not undertake to make these Attachments. Upon receipt by Electric Provider of Licensee’s notice of estimate approval of Make Ready Costs, the Electric Provider will proceed with Make Ready Work.

<b>ELECTRIC PROVIDER</b>				
Response Date		Electric Provider Make Ready Construction Required?	Yes	
Name			No	
Signature		Electric Provider Make Ready Construction Estimate	\$	
Phone			Permit #	
Fax				
Email				
Request Response	Approved	Reason for Denial		
	Denied			

Capitalized terms used in this request, but not defined, have the meaning set forth in the applicable Pole Attachment License Agreement.

## SCHEDULE 1

### Transfer of Licensee's Attachments by the Electric Provider

In any case where it is mutually beneficial and agreeable by both Parties, the Electric Provider or its Contractors may Transfer the Attachments of the Licensee and the Licensee will reimburse the Electric Provider such costs the Electric Provider incurs in making such Transfers on behalf of the Licensee. When the Transfer can be accomplished concurrently with other work that the Electric Provider is undertaking on the same Pole, the charges for such Transfers will be in accordance with this Schedule 1; section Pricing for Transfers, or such other amounts as may be agreed to by the Parties. The Electric Provider will use due diligence and care in making such Transfers so as not to damage or cause a disruption in the services provided by the Licensee. However, except in cases of gross negligence or willful misconduct, the Electric Provider shall not be liable for any damages or disruptions in service that may occur as a result of Transfers made on behalf of the Licensee.

**Normally Scheduled Construction** – Approval for such Transfers made by the Electric Provider on behalf of the Licensee during normally scheduled construction shall be obtained prior to making such Transfers and will be made on a project by project basis unless otherwise agreed upon.

**Emergency Construction** – In such cases, if in the judgment of Electric Provider, a Pole requires immediate replacement due to a dangerous condition or conditions (in Electric Provider's sole judgment), the Electric Provider or its contractors will replace the Pole and may Transfer the Licensee's Attachments without prior permission. The Electric Provider shall use reasonable care to avoid damage to Licensee's facilities and shall notify the Licensee of such Transfer after work is completed.

**Facility Types To Be Transferred** – The Electric Provider or its contractors will only Transfer Attachments which require a bolt, clamp, or "J" hook either installed through the Pole or otherwise attached. All service wire Attachments to a single "J" hook shall be Transferred at the rate stated below. The hardware on the old Pole will be used to attach to the new Pole. The Electric Provider or its contractors shall not supply any additional material in making Transfers of Licensee's Attachments.

**Pricing for Transfers** – When the Electric Provider Transfers the Attachments of the Licensee in accordance with the above provisions, the price per Attachment Transferred will be as detailed below. The pricing for Transfers shall be effective with the execution of this Agreement. The costs in subsequent years shall be adjusted in accordance with the Handy-Whitman Index, South Atlantic Region, Account 364. Multiple Attachment Transfers on a Pole will be billed on a per Attachment basis, not on a per Pole basis.

Costs to Transfer Licensee's Attachments Concurrently with Other Work by Electric Provider

Duration	Cable Attachments	Service Drop
Contract start date to January 1, 20__	\$50	\$30

To the extent permitted by law, should (i) the Electric Provider elect not to Transfer Licensee's facilities under the above terms, and; (ii) Licensee fails to Transfer its Attachments to the new Licensed Pole on the date specified for such Transfer of Attachments ("Licensee Transfer Date") and after all necessary third party and Electric Provider responsible Transfers have been accomplished, the Electric Provider may elect to relinquish the ownership of the old Pole from which it has removed its Attachments and all other Licensees and Joint Users, with the giving of verbal notice to be subsequently followed in writing. If the Electric Provider so elects, such old Pole shall, with the giving of ten (10) business days' notice as provided for above, at no cost to the Licensee, become the property of the Licensee, as is, and the Licensee shall save harmless the Electric Provider from all obligations, liabilities, damages, costs, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such Pole or of any Attachments thereon. In instances where the Electric Provider is the owner of such Pole, the unused portion of the Pole above the Licensee's Attachments shall be cut off and removed by the Electric Provider before relinquishing ownership, if the Pole remains in structural conflict with the power route.

**SCHEDULE 2**

ANNUAL RENTAL PER ATTACHMENT (or "RENTAL FEE")

Term	Rental Fee	Invoice Date
Jan. 1, 2018 – Dec. 31, 2018	\$16.50	Upon Execution
Jan. 1, 2019 – Dec. 31, 2019	\$16.50	Dec. 1, 2018

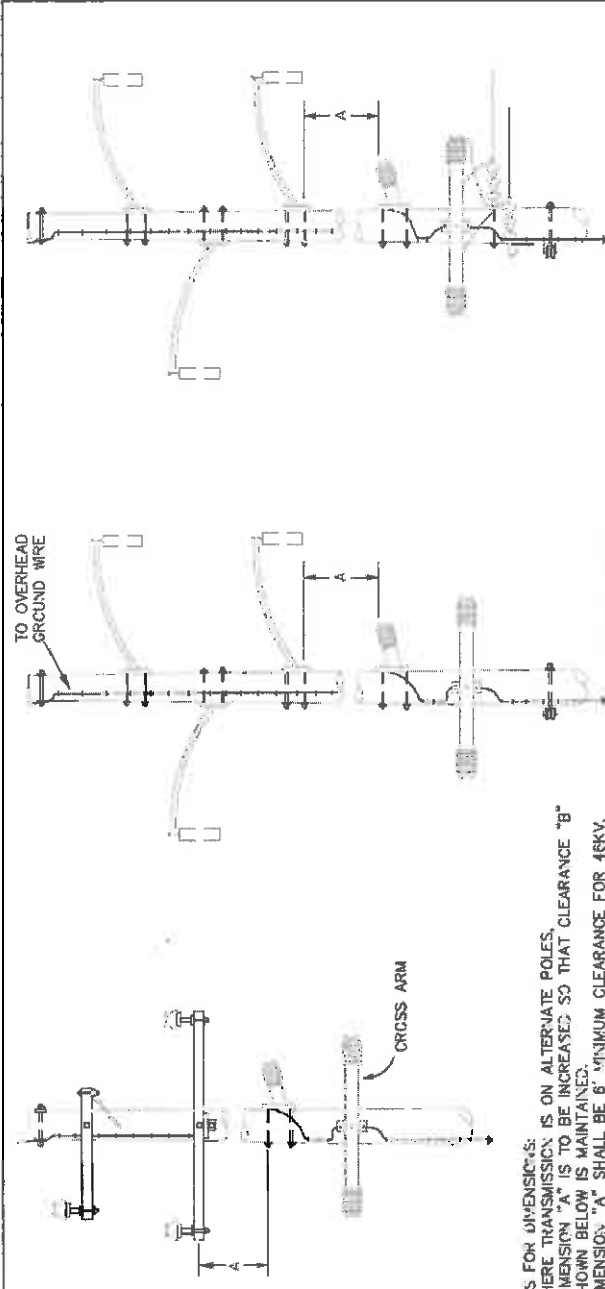
For years from 2020 through 2022, the annual Rental Fee per Attachment shall not increase. For years beginning 2023, the annual Rental Fee per Attachment shall be adjusted by applying the annual change for account 364 for the South Atlantic Region from the latest version of the Handy-Whitman Index.

**SCHEDULE 3**

[ATTACH SECTION 5 "JOINT USE AND CLEARANCES" OF THE  
ELECTRIC CITIES OF GEORGIA INC. CONSTRUCTION ASSEMBLY SPECIFICATIONS]

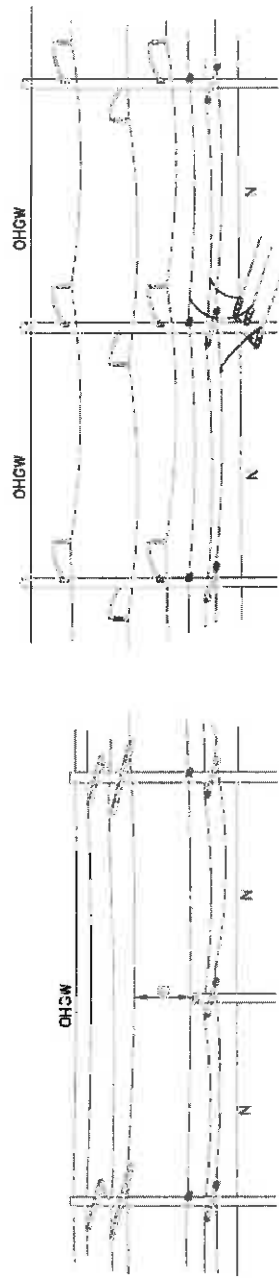
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DRAFT



- NOTES FOR DIMENSIONS:
1. WHERE TRANSMISSION IS ON ALTERNATE POLES DIMENSION "A" IS TO BE INCREASED SO THAT CLEARANCE "B" SHOWN BELOW IS MAINTAINED.
  2. DIMENSION "A" SHALL BE 6" MINIMUM CLEARANCE FOR 48KV.
  3. DIMENSION "A" SHALL BE 10" MINIMUM CLEARANCE FOR 69KV.
  4. DIMENSION "B" SHALL BE 11" MINIMUM CLEARANCE AT 120' FAHR. FOR 115KV AND BELOW.
  5. DIMENSION "B" SHALL BE 13" MINIMUM CLEARANCE AT 120' FAHR. FOR 230KV.

- GENERAL NOTES:
1. ALL HARDWARE SHALL BE BONDED TO TRANSMISSION GROUND.
  2. BOND NEUTRAL TO TRANSMISSION GROUND. DO NOT INSTALL ADDITIONAL GROUND LEAD.



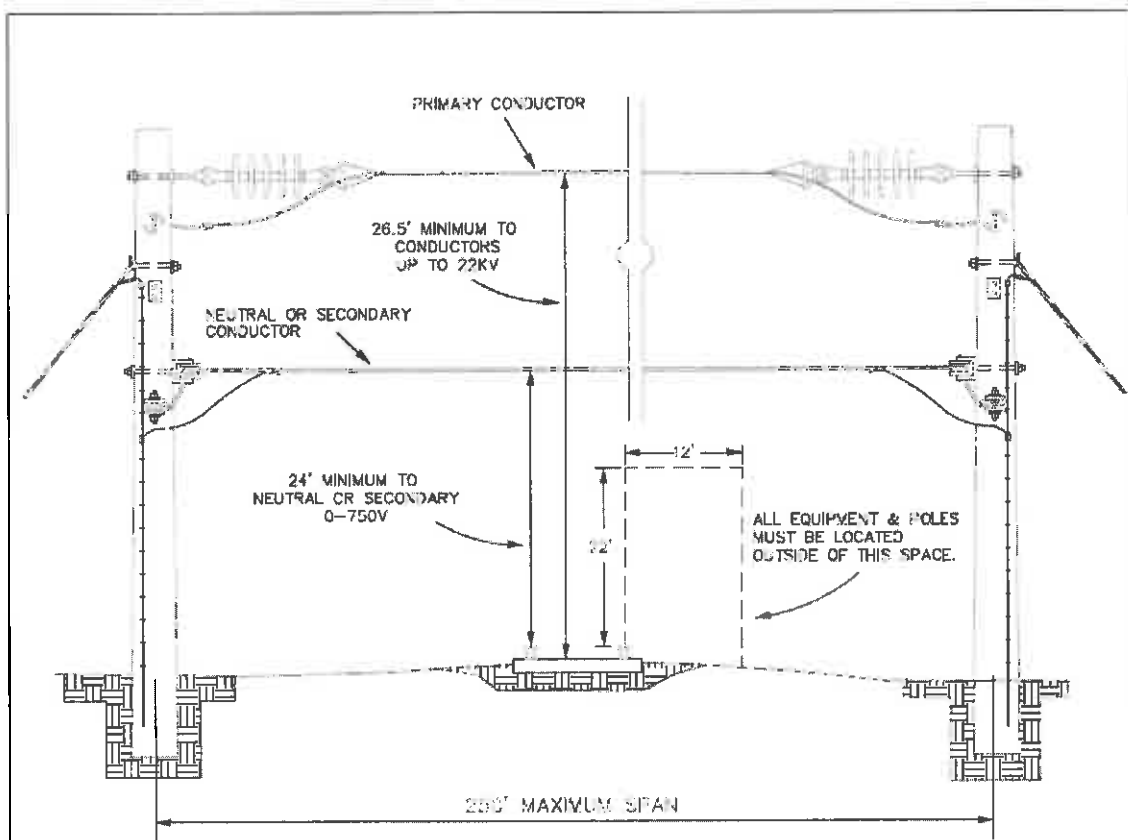
**JOINT TRANSMISSION & DISTRIBUTION**

DATE: OCTOBER, 1992

REVISIONS JULY, 2001  
 JANUARY, 2007

**JU&C1**





1. IF SPAN LENGTH EXCEEDS 250 FEET, CONDUCTOR CLEARANCE IS TO BE INCREASED 0.3 FEET FOR EACH 10 FEET SPAN LENGTH IN EXCESS OF THE 250 FEET.
2. CROSSINGS SHOULD BE MADE ON A COMMON SUPPORT STRUCTURE WHERE PRACTICAL COOPERATION BETWEEN THE PARTIES CONCERNED SHALL PREVAIL PROPER CLEARANCES.
3. EXCEPTIONS TO 12' HORIZONTAL SIDE CLEARANCE:
  - (a) A CLEARANCE OF NOT LESS THAN 8 FEET MAY BE ALLOWED WHERE NECESSARY IF THE SUPPORTING STRUCTURE IS NOT THE CONTROLLING OBSTRUCTION, PROVIDED SUFFICIENT SPACE FOR A DRIVEWAY IS LEFT WHERE CARS ARE LOADED.
  - (b) WHERE NECESSARY TO PROVIDE SAFE OPERATING CONDITIONS WHICH REQUIRE AN UNINTERRUPTED VIEW OF SIGNALS, SIGNS, ETC. ALONG TRACKS THE PARTIES CONCERNED SHALL COOPERATE IN LOCATING STRUCTURES TO PROVIDE THE NECESSARY CLEARANCE.
  - (c) AT INDUSTRIAL SIDINGS, A CLEARANCE OF NOT LESS THAN 8 FEET SHALL BE PERMITTED, PROVIDED SUFFICIENT SPACE IS LEFT WHERE CARS CAN BE LOADED OR UNLOADED.

## **RAILROAD CROSSING CONSTRUCTION CLEARANCES**



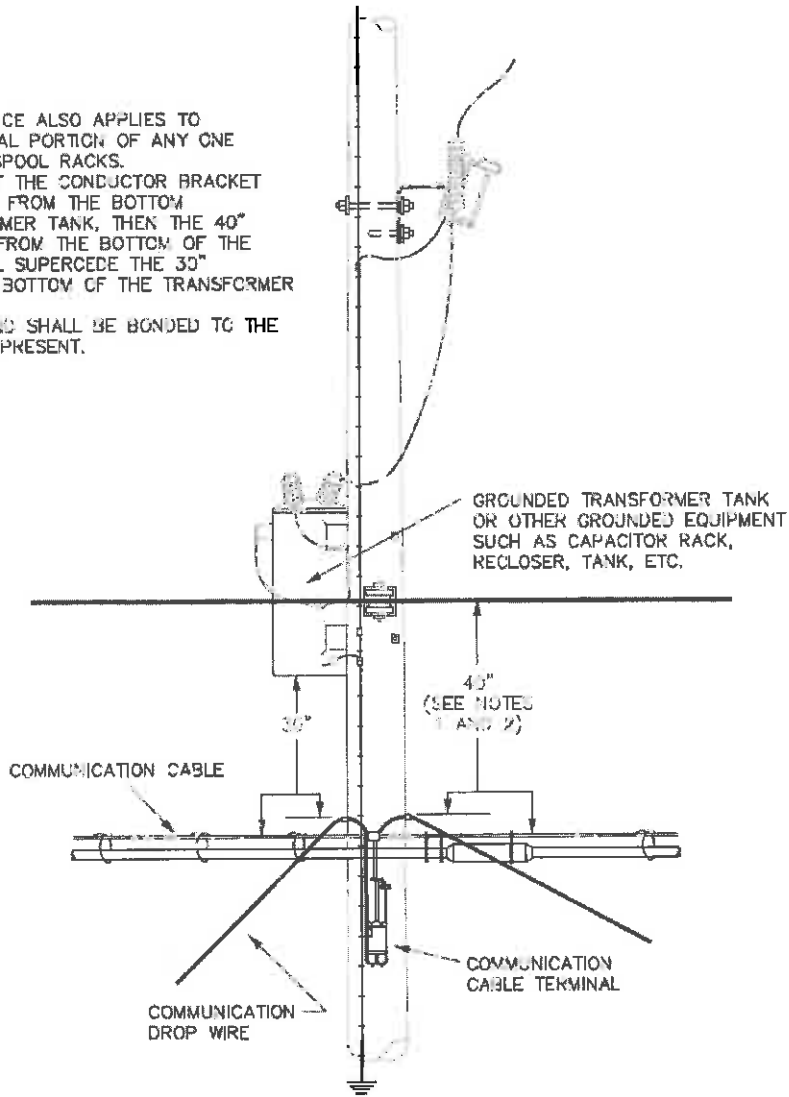
DATE: OCTOBER, 1997

REVISIONS JULY, 2007  
JANUARY, 2007

**JU&C2**

NOTES:

1. THIS 40" CLEARANCE ALSO APPLIES TO THE CLOSEST METAL PORTION OF ANY ONE SPOOL OR FOUR SPOOL RACKS.
2. IF THE BOTTOM OF THE CONDUCTOR BRACKET IS LESS THAN 10" FROM THE BOTTOM OF THE TRANSFORMER TANK, THEN THE 40" REQUIRED SPACE FROM THE BOTTOM OF THE CONDUCTOR SHALL SUPERCEDE THE 30" SPACE FROM THE BOTTOM OF THE TRANSFORMER TANK.
3. MESSENGER STRAND SHALL BE BONDED TO THE POLE GROUND, IF PRESENT.



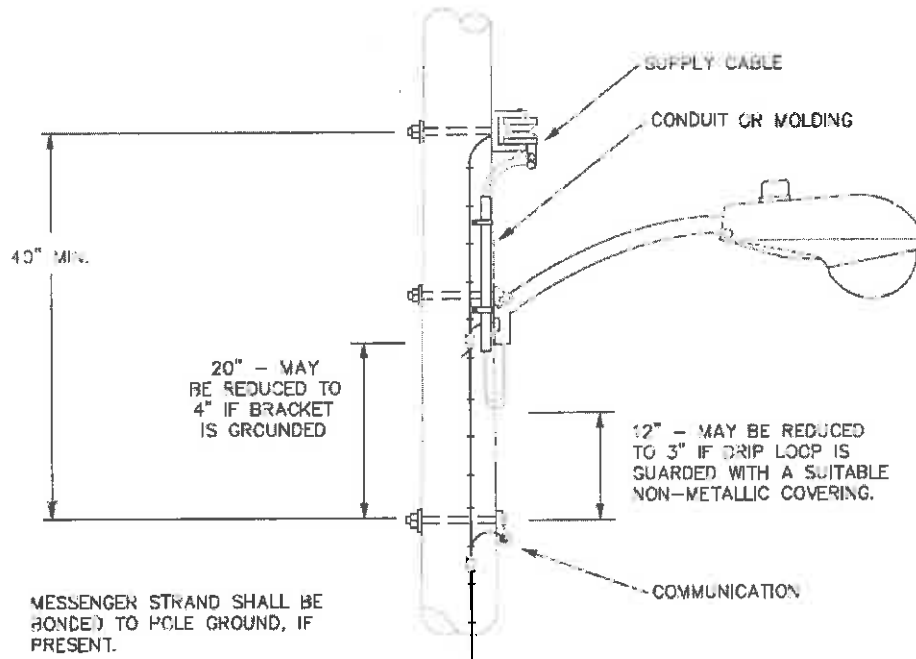
**TRANSFORMER POLE**



REVISIONS JULY, 2001

**JU&C3**

DATE: OCTOBER, 1992



NOTES:

- 1.) LIGHT FIXTURE SHOWN IS SYMBOLIC ONLY. CLEARANCES SHOWN ARE APPLICABLE TO ANY TYPE FIXTURE USED.
- 2.) LOWEST PART OF LUMINAIRE SHALL BE NOT LESS THAN 15' OVER ROADS, STREETS, PARKING LOTS, OR ALLEYS.

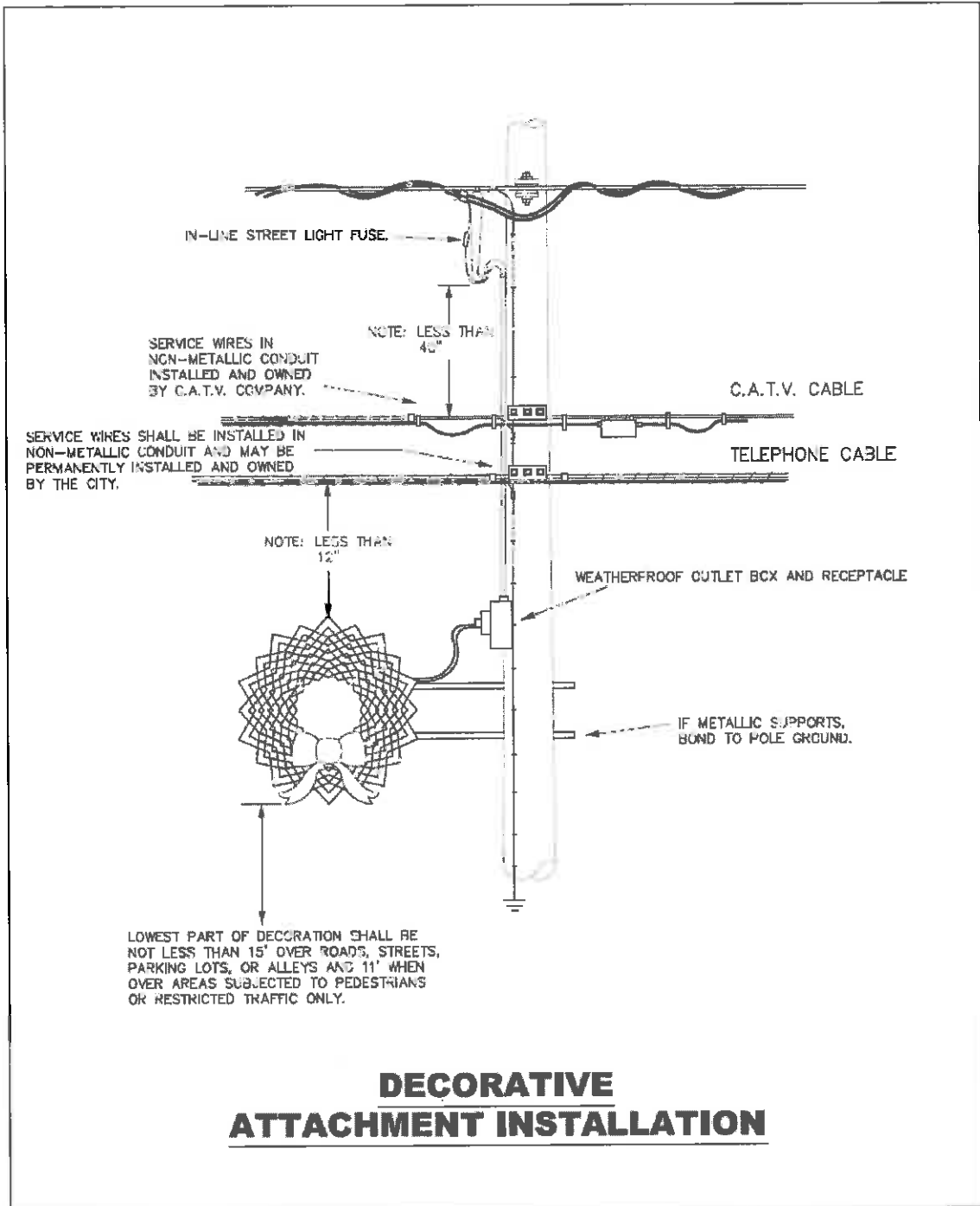
**C.A.T.V., TELEPHONE, OTHER  
SEPARATION FROM LUMINAIRES**



DATE: OCTOBER, 1997

REVISIONS JULY, 2002

**JU&C4**



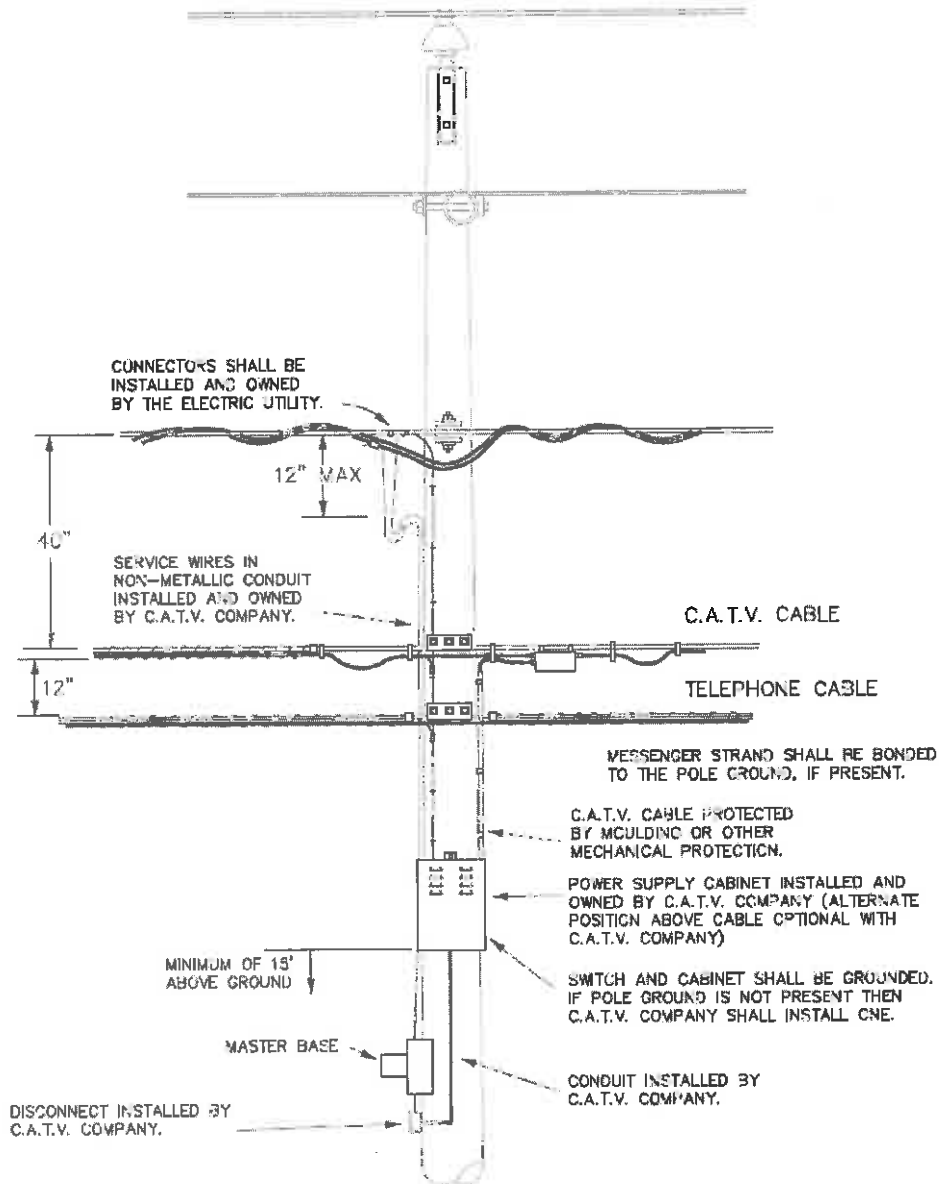
## DECORATIVE ATTACHMENT INSTALLATION




DATE: OCTOBER, 1992

REVISIONS JULY, 2001

**JU&C5**



## **COMMUNICATION/SIGNAL TYPE ATTACHMENT C.A.T.V. POWER SUPPLY INSTALLATION**

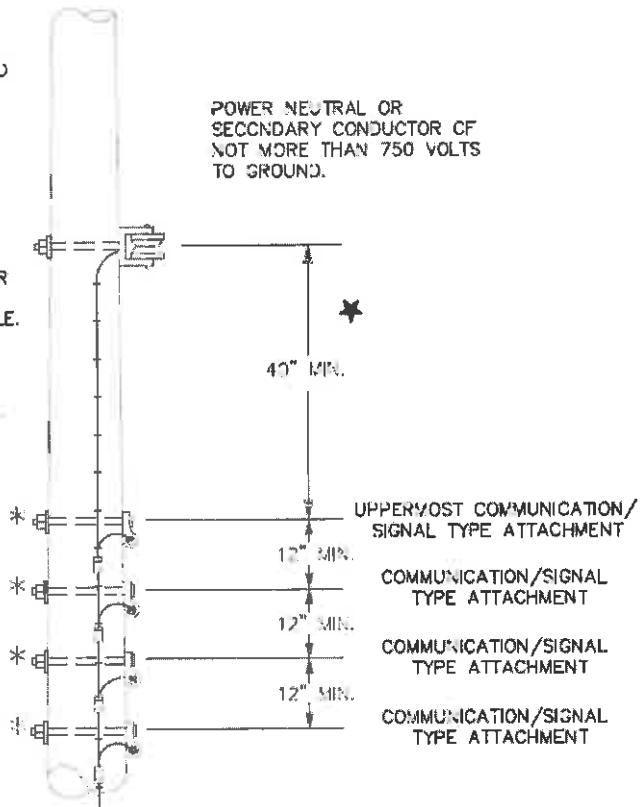
 <small>electric utility of georgia</small>	REVISIONS <u>  JULY, 2001  </u> <hr/> <hr/>	<h1 style="margin: 0;">JU&amp;C6</h1>
DATE: <u>  OCTOBER, 1992  </u>		

**\*COMMUNICATION/SIGNAL TYPE ATTACHMENT**

- TELEPHONE CABLE
- C.A.T.V. CABLE
- ALARM CABLE (FIRE, POLICE, WATER TOWER LEVEL, ETC.)
- TRAFFIC SIGNAL CONTROL CABLE
- TELEGRAPH CABLE
- PUBLIC OR PRIVATE COMMUNICATION CABLE

**NOTES:**

- 1.) WHEN C.A.T.V. AND TELEPHONE ARE ATTACHED TO POLE, C.A.T.V.'S PREFERRED POSITION IS ABOVE TELEPHONE (12" MIN.). IF OTHER COMMUNICATION/SIGNAL TYPE CABLES ARE ATTACHED TO POLE WITH C.A.T.V. AND/OR TELEPHONE, THEIR POSITION SHALL BE MUTUALLY AGREED UPON.
- 2.) 12" MIN. SPACING SHOULD BE MAINTAINED BETWEEN CABLES. C.A.T.V. AND TELEPHONE DROPS CAN BE LESS THAN 12" FROM OTHER CABLES. DROPS SHALL BE 40" BELOW POWER NEUTRAL OR SECONDARY AT POLE.
- 3.) ALL CABLES SHALL BE ON SAME SIDE OF POLE.
- 4.) MESSENGER STRAND SHALL BE BONDED TO POLE GROUND, IF PRESENT.



\* FOR SUPPLY NEUTRAL ONLY, THIS MAY BE REDUCED TO 30".

**MULTIPLE COMMUNICATION/SIGNAL TYPE ATTACHMENT**



REVISIONS JULY, 2001

**JU&C7**

DATE: OCTOBER, 1992

**FOOTNOTES TABLE 1:**

1. Where the height of a building or other installation does not permit service drops to meet these values, the clearances over residential driveways only may be reduced to the following:

	<u>FEET:</u>
a. Service drops limited to 300 V to ground	12.5
b. Service drip loops limited to 300 V to ground	10.5
c. Service limited to 150 V to ground	12.0
d. Drip loops only of service limited to 150 V to ground	10.0

2. Where the height of a building or other installation does not permit service drops to meet these values, the clearances may be reduced to the following:

	<u>FEET:</u>
a. Service drops, including drip loops, limited to 300 V to ground	10.5
b. Service drops, including drip loops, limited to 150 V to ground	10.0

3. Spaces and ways subject to pedestrians or restricted traffic only are those areas where equestrians, vehicles, or other mobile units, exceeding 8ft. in height, are prohibited by regulation or permanent terrain configurations or are otherwise not normally encountered or reasonably anticipated.

4. Where a supply or communication line along a road is located relative to fences, ditches, embankments, etc., so that the ground under the line would not be expected to be traveled except by pedestrians, the clearance may be reduced to the following values:

	<u>FEET:</u>
a. Insulated communications cables, neutrals, guys, and multiplex supply cables limited to 150 V to ground	9.5
b. Multiplex supply cables limited to 300 V to ground	12.5

5. This clearance may be reduced to 13 ft. for communication conductors and guys.

6. Where this construction crosses over or runs along alleys, driveways, or parking lots, this clearance may be reduced to 15 ft.

7. For controlled impoundments, the surface area and corresponding clearances shall be based upon the design high water level. For other waters, the service area shall be that enclosed by its annual high water mark, and clearances shall be based on the normal flood level. The clearance over rivers, streams, and canals shall be based upon the largest surface area of any 1/4 mi. long segment, which includes the crossing. The clearance over a canal, river, or stream normally used to provide access for sailboats to a larger body of water shall be the same as that required for the larger body of water.

9. For the purpose of this rule, trucks are defined as any vehicle exceeding 8 ft. in height. Areas not subject to truck traffic are areas where truck traffic is not normally encountered or not reasonably anticipated.

10. Communication cables and conductors may have a clearance of 15 ft. where poles are back of curbs or other deterrents to vehicular traffic.

Note: Footnote 8 and 11 were intentionally omitted

**FOOTNOTES TABLE 1: (cont'd)**

12. Where the U.S. Army Corps of Engineers, or the state or the surrogate thereof has issued a crossing permit, clearance of that permit shall govern.
13. For controlled impoundments, the surface area and corresponding clearance shall be based upon the design high water level. For other waters, the surface area shall be that enclosed by its annual high water mark, and clearances shall be based upon the largest surface area of any one mile long segment that includes the crossing. The clearance of a canal, river or stream normally used to provide access for sailboats to a larger body of water shall be the same as required for the larger body of water.
14. Where an over water obstruction restricts vessel height to less than the following:

Surface Area (Acres)	Reference Vessel Height (Feet)
less than 20	16
20 to 200	24
200 to 2000	30
over 2000	36

The required clearances may be reduced by the difference between the reference vessel height given above and the over water obstruction height, except that the reduced clearance shall not be less than that required for the surface area on the line crossing side of the obstruction.

The vertical clearance shall be maintained with the conductor at final sag and at the following condition whichever results in the greater vertical sag:

1. 32' F, no wind, with radial thickness of ice of 1/4 inch for medium loading and no ice for light loading.
- Or
2. The maximum conductor for which the line is designed to operate, if greater than 120' F.(120' F for all neutrals)

Note:


All clearances shown are design clearances under specified conditions, not measured clearances under ambient conditions.



<b>VOLTAGES ARE PHASE TO GROUND FOR EFFECTIVELY GROUNDED CIRCUITS</b>				
NATURE OF SURFACE UNDERNEATH WIRES, CONDUCTORS, OR CABLES	INSULATED COMMUNICATION CONDUCTORS AND CABLE; MESSENGERS; GROUNDED GUY; SYSTEM NEUTRAL	DUPLEX, TRIPLEX, & QUADRAPLEX CABLE WITH GROUNDED GUY; GROUNDED NEUTRAL 0 - 750 VOLTS	OPEN WIRE SECONDARY CONDUCTORS 0 - 750 VOLTS	OPEN WIRE CONDUCTORS OVER 750 VOLTS TO 22KV
	(IN FEET)	(IN FEET)	(IN FEET)	(IN FEET)
WHERE WIRES, CONDUCTORS, OR CABLE CROSS OVER OR OVERHANG				
1. TRACK RAILS OF RAILROADS:	23.5	24	24.5	26.5
2. ROADS, STREETS, AND OTHER AREAS SUBJECT TO TRUCK TRAFFIC. (SEE NOTE 2.)	15.5	16	16.5	18.5
3. DRIVEWAYS, PARKING LOTS, AND ALLEYS	15.5 (SEE NOTES 1 AND 6)	16 (SEE NOTES 1 AND 6)	16.5 (SEE NOTE 1)	18.5
4. OTHER LAND TRAVERSED BY VEHICLES SUCH AS CULTIVATED, GRAZING, FOREST, ORCHARD, ETC.	15.5	16	16.5	18.5
a. SPACES OR WAYS SUBJECT TO PEDESTRIAN OR RESTRICTED TRAFFIC ONLY. (SEE NOTE 3.)	8.5	17 (SEE NOTE 2)	17.5 (SEE NOTE 1)	14.5
b. WATER AREAS NOT SUITABLE FOR SAILBOATS OR WHERE SAILBOATS ARE PROHIBITED. (SEE NOTE 12.)	14	14.5	15	17
7. A) WATER AREAS (NOT REGULATED BY CORPS OF ENGR.) SUITABLE FOR SAILBOATS, INCLUDING LAKES, PONDS, RESERVOIRS, TIDAL WATERS, RIVERS, STREAMS, AND CANALS WITH AN UNOBSTRUCTED SURFACES AREA OF:				
A. LESS THAN 20 ACRES	17.5	18	18.5	20.5
B. 20 TO 200 ACRES	25.5	26	26.5	28.5
C. 200 TO 2000 ACRES	31.5	32	32.5	34.5
D. OVER 2000 ACRES	37.5	38	38.5	40.5
(SEE NOTES 12, 13, & 14.)				
7. B) WATER AREAS REGULATED BY CORPS OF ENGINEERS (SEE NOTE 7)	52	55	55	55
8. PUBLIC OR PRIVATE LAND AND WATER AREAS POSTED FOR RIGGING OR LAUNCHING SAILBOATS.	CLEARANCE ABOVE GROUND SHALL BE 5 FEET GREATER THAN IN 7. ABOVE, FOR THE TYPE OF WATER AREAS SERVED BY THE LAUNCHING SITE.			
WHERE WIRES, CONDUCTOR, OR CABLES RUN ALONG AND WITHIN THE LIMITS OF HIGHWAY OR OTHER ROAD RIGHT-OF-WAY BUT DO NOT OVERHANG THE ROADWAY				
9. ROADS, STREET, OR ALLEYS	15.5 (SEE NOTES 8 AND 10)	15.5 (SEE NOTES 6)	16.5	18.5
10. ROADS IN RURAL DISTRICTS WHERE IT IS UNLIKELY THAT VEHICLES WILL BE CROSSING UNDER THE LINE.	15.5 (SEE NOTES 4 AND 5)	14.5 (SEE NOTES 4)	14.5 (SEE NOTES 4)	16.5

\*ALWAYS REFER TO THE LATEST NESC  
(REFERENCE NESC RULE 237, 2007 EDITION, FOR ADDITIONAL INFORMATION)

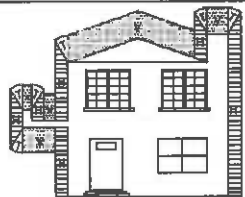
**VERTICAL CLEARANCES OF WIRES,  
CONDUCTORS, AND CABLES ABOVE GROUND,  
ROADWAYS, RAILS, OR WATER**

 DATE: OCTOBER, 1992	REVISIONS JULY, 2002 <hr/> <hr/>	<b>TABLE 1</b>
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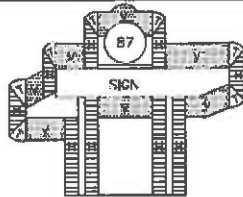
**FOOTNOTES TABLE 2:**

1. Where a building, sign, chimney, antenna, tank, or other installation does not require maintenance such as painting, washing, changing of sign letters, or other operations which would require persons to work or pass between supply conductors or unguarded rigid live parts and structures, the clearance may be reduced by 2 ft.
3. A roof, balcony, or area is considered readily accessible to pedestrians if the means of access is through a doorway, ramp, window, stairway, or permanently mounted ladder. A permanently mounted ladder is not considered a means of access if its bottom rung is 8 ft. or more from the ground or other permanently installed accessible surface.
4. The required clearances shall be to the closest approach of motorized signs or moving portions of installations.
5. For the purpose of this rule, trucks are defined as any vehicle exceeding 8 ft. in height.
6. This clearance may be reduced to 3 in. for the grounded portions of the guys.
7. Windows not designed to open may have the clearance permitted for the walls and projections.
8. The horizontal clearance shall not be less than 3.5' plus the displacement of the conductor by a 6 lb/ft<sup>2</sup> wind at 60° F, final sag.
9. The horizontal clearance shall not be less than 4.5' plus the displacement of the conductor by a 6 lb/ft<sup>2</sup> wind at 60° F, final sag.
10. Where available space will not permit this value, the clearance may be reduced to 7.0 ft. for conductors limited to 8.7 KV to ground.

Note: Footnote 2 was intentionally omitted.



H - HORIZONTAL CLEARANCE  
T - TRANSITIONAL = VERTICAL (ARC)



V - VERTICAL CLEARANCE

**VOLTAGES ARE PHASE TO GROUND FOR EFFECTIVELY GROUNDED CIRCUITS**

CLEARANCE FROM:	INSULATED COMMUNICATION CONDUCTORS AND CABLES; MESSENGERS; GROUNDED GUYS; NEUTRAL CONDUCTORS (IN FEET)	MULTIPLEX SUPPLY CABLE 0 - 750 VOLTS (IN FEET)	OPEN WIRE CONDUCTORS 0 - 750 VOLTS (IN FEET)	UNGUARDED RIGID LIVE PARTS, OVER 750 VOLTS TO 22 KILOVOLTS (IN FEET)	OPEN WIRE CONDUCTORS OVER 750 VOLTS TO 22 KILOVOLT (IN FEET)
<b>1. BUILDINGS</b>					
<b>A. HORIZONTAL</b>					
(1) TO WALLS, PROJECTIONS, AND GUARDED WINDOWS.	4.5 (SEE NOTE 6)	5.0 (SEE NOTE 7)	5.5 (SEE NOTE 1 & 8)	7.0 (SEE NOTE 1)	7.5 (SEE NOTE 1, 9, & 10)
(2) TO UNGUARDED WINDOWS. (SEE NOTE 7)	4.5	5.0	5.5 (SEE NOTE 1 & 8)	7.0	7.5 (SEE NOTE 9 & 10)
(3) TO BALCONIES AND AREA ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	4.5	5.0	5.5 (SEE NOTE 8)	7.0	7.5 (SEE NOTE 9 & 10)
<b>B. VERTICAL</b>					
(1) OVER OR UNDER ROOF OR PROJECTIONS NOT READILY ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	3.0	3.5	6.5	12.0	12.5
(2) OVER OR UNDER BALCONIES AND ROOFS READILY ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	10.5	11.0	11.5	13.0	13.5
(3) OVER ROOFS ACCESSIBLE TO VEHICLES, BUT NOT SUBJECT TO TRUCK TRAFFIC. (SEE NOTE 5)	10.5	11.0	11.5	13.0	13.5
(4) OVER ROOFS ACCESSIBLE TO TRUCK TRAFFIC. (SEE NOTE 5)	15.5	16.0	16.5	18.0	18.5
<b>2. SIGNS, CHIMNEYS, BILLBOARDS, RADIO AND TELEVISION ANTENNAS, TANKS, AND OTHER INSTALLATIONS NOT CLASSIFIED AS BUILDINGS OR BRIDGES.</b>					
<b>A. HORIZONTAL; (SEE NOTE 4)</b>					
(1) READILY ACCESSIBLE	4.5	5.0	5.5	7.0	7.5
(2) NOT READILY ACCESSIBLE	3.0	3.5	5.5 (SEE NOTES 1 & 8)	7.0	7.5 (SEE NOTE 1, 9, & 10)
<b>B. VERTICAL</b>					
(1) OVER OR UNDER CATWALKS AND OTHER SURFACES UPON WHICH PERSONNEL WALK.	10.5	11.0	11.5	13.0	13.5
(2) OVER OR UNDER OTHER PORTIONS OF SUCH INSTALLATIONS.	3.0	3.5	6.0 (SEE NOTE 1)	7.5	8.0

\*ALWAYS REFER TO THE LATEST NESC  
(REFERENCE NESC RULE 232, 2007 EDITION, FOR ADDITIONAL INFORMATION)

**CLEARANCES OF WIRES, CABLES, AND UNGUARDED RIGID LIVE PARTS ADJACENT BUT NOT ATTACHED TO BUILDINGS AND OTHER INSTALLATIONS EXCEPT BRIDGES**



DATE: OCTOBER, 1992

REVISIONS JULY, 2001

**TABLE 2**

### MCI Metro Access Agreement

MCI Metro Access builds, owns, and maintains fiber that supports Verizon wireless equipment.

This Agreement is substantially similar to the 2012 Statewide Model Agreement that is currently in effect with Comcast, Mediacom, Charter, Zayo, and several other fiber companies throughout the State.

**Key points:**

- Term is 12 years from the Effective Date of the Agreement and will auto renew for 1 year terms. The Agreement can be terminated with 6 months' notice before the end of any term.
- MCI will "rent" one foot of space on poles at \$16.50 per attachment in 2018, 2019, and 2020. The rental rate will increase by the Handy-Whitman Index in subsequent years.
- Permit submittal and Make Ready procedures including; requirements, timeclock, reimbursements for construction, application fee, etc. are detailed.
- Safety Inspection and cyclical attachment count requirements, reimbursements and fees are specified.
- Fees for unauthorized attachments, late transfers, and pole removals and trip charges associated with late transfers.
- Describes division of costs for new or upgraded poles.
- Insurance and Security Instrument requirements are detailed.

**Charter Agreement Details**

	<b>Current Agreement dated April 4, 1983</b>	<b>Proposed Agreement based on 2012 Statewide CATV/Fiber Model</b>
<b>Term</b>	<b>Beyond initial term and can terminate with 6 months' notice.</b>	<b>Initial 10 year term and year to year thereafter, whereby either party may terminate upon 6 months' notice.</b>
<b>Annual Rental</b>	<b>\$5.00 per attachment. No annual rate escalator.</b>	<b>\$16.50 per attachment 2018-2022, then increase annually by the Handy Whitman Index.</b>
<b>Inventories</b>	<b>Not Addressed</b>	<b>Inventory conducted every 5 years to update counts and identify violations and transfers. Charter pays a proportionate share based on their number of attachments.</b>
<b>Unauthorized attachments</b>	<b>Not Addressed</b>	<b>Attachments not permitted are subject to a \$500 per attachment fee as well as rent due each year back to the date of the last inventory.</b>
<b>Transfers</b>	<b>Not Addressed</b>	<b>After 90 days of being notified of transfer, Charter would incur a \$5 per day late fee. This increases to \$10 per day after 240 days. Oxford can also move simple transfers at Charter's expense.</b>
<b>Pole Removal Costs</b>	<b>Not Addressed</b>	<b>As soon as a transfer is late, Charter is responsible for the cost of the pole removal.</b>
<b>Permitting</b>	<b>Specifies form to be used and reimbursements for construction costs.</b>	<b>Specifies requirements for aerial permitting including requirements, timeframes, fees, and reimbursements for construction costs.</b>

Sec. 40-536. - Livestock and fowl.

- (a) *General custody.* This chapter recognizes the desire of some residents to keep horses, livestock, chickens or other fowl for personal enjoyment or sustenance. However, the keeping of these animals for any purpose should not cause nuisance to surrounding properties or present a health hazard.
- (b) *Noncommercial custody.* Noncommercial keeping of poultry or livestock is permitted by right in the Agricultural Residential District. **Noncommercial keeping of poultry (except as otherwise permitted in subsection (c) hereof) or livestock** is permitted as a conditional use in the RR and R-30 Districts, under the following provisions:
- (1) *Livestock.* Horses, cows, ponies, donkeys, and other domestic livestock may be kept, raised or bred for home use and enjoyment, provided that only one such animal shall be permitted for each two acres of land area, and shall be adequately contained by fence within that property.
  - (2) *Fowl.* Ducks, quail, chickens, turkeys, pigeons, pheasants, and other fowl, may be raised for home use provided such fowl are adequately contained within the property. The keeping of fowl is limited to five birds per acre.
  - (3) *Setbacks and fencing.* All domestic livestock or fowl must be kept at least 50 feet from all property lines with fencing adequate to retain any livestock within the required setbacks.
  - (4) *Additional setbacks adjacent to residential districts.* For properties abutting higher density residential districts (e.g., R-7.5, R-15 and R-20), the minimum setbacks shall be increased to 100 feet from all property lines adjacent to these districts.
  - (5) *Noncommercial.* The keeping, breeding, or training of any animals for monetary gain or profit shall be deemed a commercial business and is prohibited in all residential districts.
- (c) **Laying hens. Noncommercial keeping of up to six chickens that are intended for laying eggs is a permitted use in the RR, R-30, R-20, and R-15 districts; provided that such chickens are contained within the property at least 20 feet from all property lines. No roosters shall be permitted.**

(Code 1997, § 40-713; Ord. of 2-6-2012, § 1(40-713))