

# EXHIBIT 1

**POLE ATTACHMENT LICENSE AGREEMENT**

Between

**Blue Ridge Electric Membership Corporation**  
("Owner")

and

**Charter Communications Holding Company, LLC d/b/a Charter Communications**  
("Licensee")

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## POLE ATTACHMENT LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is effective this 1st day of January, 2003 (the "Commencement Date") by and between Blue Ridge Electric Membership Corporation a North Carolina having its principal offices at 1216 Blowing Rock Boulevard, N.E., Lenoir, North Carolina, 28645 (hereinafter called "Owner") and Charter Communications Holding Company, LLC d/b/a Charter Communications, a limited liability company with its local offices at 755 George Wilson Road, Boone, NC, 28607 (hereinafter called "Licensee").

WHEREAS, Licensee proposes to transmit lawful communications signals to residents in Alleghany, Ashe, Caldwell and Watauga counties in the state of North Carolina as depicted in Exhibit "A" (the "Service Area") attached hereto and made a part hereof by reference and desires to place and maintain aerial cables, wires and associated facilities and equipment on the poles of Owner in the area to be served, and

WHEREAS, Owner is willing to permit, to the extent it may lawfully and contractually do so, the attachment of said aerial cables, wires, and facilities (the "Attachment(s)") to its poles subject to the terms and conditions of this Agreement in the Service Area.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained the parties hereto do hereby mutually covenant and agree as follows:

### ARTICLE 1 SCOPE OF AGREEMENT

1.1 Subject to the provisions of this Agreement, Owner agrees to issue to Licensee for the Attachments of Licensee's facilities to Owner's poles for the purpose of providing any and all lawful communications signals a revocable, non-exclusive license(s) hereinafter referred to as "Permit(s)" authorizing the attachment of Licensee's Facilities to Owner's poles. This Agreement governs the fees, charges, terms and conditions under which Owner issues such Permits to Licensee. This Agreement is not in and of itself a license, and before making any attachment to any Utility Pole, Licensee must apply for and obtain a Permit for each pole to which it desires to attach.

1.2 This Agreement supersedes all previous agreements between Owner and Licensee for the attachment of Licensee's facilities to the poles of Owner in the Service Area. This Agreement shall govern all existing Licenses, Permits, and other forms of permission for pole attachments of Licensee's facilities to Owner's Poles in the Service Area as well as all Permits issued subsequent to execution of this Agreement.

1.3 No use, however extended, of Owner's pole or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles except as expressly provided by this Agreement.

1.4 Nothing contained in this Agreement shall be construed to require Owner to construct, retain, extend, place, or maintain any pole or other facilities not needed for Owner's own service requirements.

1.5 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Owner entering into agreements with other parties regarding the poles covered by this Agreement, provided such agreements do not violate or infringe upon the attachment rights granted to Licensee in this Agreement. The rights of Licensee shall at all times be subject to any existing agreement(s) or arrangement(s) between Owner and other licensees with attachments to Owner's poles.

1.6 Nothing contained in this Agreement shall be construed to require Owner to grant a Permit where Owner has a reasonable basis for believing that placement of Licensee's Facilities would interfere with Owner's present service requirements, or Owner's bona fide development plan that reasonably and specifically projects a need for the space in the provisions of Owner's business needs, or the use of Owner's facilities by other parties, or create a hazardous or unsafe condition. Notwithstanding the foregoing, Owner shall not arbitrarily deny or condition any Permit based upon Licensee's status as a provider of broadband cable communications services.

## **ARTICLE 2 TERM OF AGREEMENT**

2.1 This Agreement shall continue in force and effect for a period of three (3) years from and after the Commencement Date. The Agreement shall automatically extend on the same terms and conditions, except for the fees stated in Exhibit "C", for a period of not more than two (2) successive one year terms or until either party provides written Notice to the other that they desire to cancel the Agreement in which case the Agreement shall terminate at the end of the then current term or extension period as the case may be. The written Notice to cancel the Agreement must be given not less than one hundred twenty (120) days prior to the expiration of the then current term. All days referenced herein are calendar days.

2.2 If this Agreement has not been extended prior to the end of the initial three (3) year or any successive term, then Licensee shall remove its attachments from the poles of Owner within one hundred eighty (180) days of the end of such term or within a reasonable time thereafter provided Licensee is continuing to diligently remove such attachments until complete removal from Owner's facilities is achieved.

## **ARTICLE 3 SPECIFICATIONS**

3.1 Licensee's Attachments on Owner's poles covered by this Agreement shall be placed and maintained at all times in accordance with the requirements, specifications, rules and regulations of the latest edition of the National Electrical Safety Code (the "NESC") and subsequent revisions thereof, any governing authority having jurisdiction, and this Agreement including the Rules and Practices of Owner for Attachments (the "Rules") as set forth in Exhibit "B" attached hereto and made a part hereof by reference.

3.2 The Rules may be reasonably changed by Owner from time to time, provided that any changes or additions to such Rules are based on considerations of safety or industry engineering standards, upon written notification from Owner to Licensee and Licensee agrees to make such changes or alterations in its new Attachments or when maintenance of its facilities is performed

on existing Attachments provided that during maintenance operations which normally would not involve a pole changeout, the changes can be made on the existing pole provided that such changes are consistent with the terms and conditions of this Agreement. Such notification will be in the manner specified in the Rules.

3.3 Owner may specify in the Rules procedures consistent with industry standards for Licensee or Owner to place identification tags on Licensee's facilities to identify the property of Licensee.

3.4 Any inquiries or complaints to Licensee by persons other than Licensee or Owner or their employees, contractors, and agents with regard to Licensee's facilities that are attached to Owner's poles and its rights and obligations under this agreement shall be responded to within a commercially reasonable time and factual answers given to Complainant.

3.5 Licensee acknowledges that other users have been granted and others may hereafter be granted rights similar to those granted in this Agreement, and that this Agreement is not an exclusive contract for the grant of those rights. Licensee's use of Owner's poles shall not interfere with the rights or operations of such users. Licensee shall not move, remove, adjust or change the attachments of others without the specific written consent of the other party and of Owner.

#### ARTICLE 4 ATTACHMENT FEES

4.1 Licensee shall pay a fee in the amount stated in Exhibit "C", attached hereto and made a part hereof by reference, for each attachment to each pole to which Licensee has one or more Attachments. (the "Attachment Fee"). In addition, Licensee shall pay the Attachment Fee for any poles for which the Make Ready Construction Work has been completed in accordance with Article 5 but the Permit has not been issued because Licensee's work is not done, such fees to begin on the first day of the month that follows the month during which Licensee was notified that the Make Ready Construction Work was complete. Provided however, in the event Licensee elects not to make an Attachment to any poles for which the Make Ready Construction Work has been completed and Licensee gives Owner notice of such election within forty-five (45) days after the Make Ready Construction Work was completed, then Licensee shall not owe any Attachment Fee for such poles.

4.2 On or about the first day of each January, April, July and October, Owner shall invoice Licensee one quarter (1/4) of the Attachment Fee and other charges due Owner that have not been previously invoiced including previous quarters' pro rata payments that may not have been invoiced. Licensee shall pay any invoice within thirty (30) days of receipt thereof. Interest shall accrue on the unpaid Attachment Fees and charges at twelve percent (12%) per annum.

4.3 Owner may apply any monies received from Licensee to any current or past due item at Owner's discretion.



4.4 Invoices shall be paid to Owner at the following address:

Blue Ridge EMC  
P.O. Box 112  
Lenoir, NC 28645-0112

The above address is subject to change from time to time upon Notice to Licensee.

4.5 At intervals of not less than three (3) years, an actual inventory of attachments may be made by Owner or Owner's representative at the expense of Licensee. Owner agrees that the expense to Licensee shall be the normal market cost for such service and that work done at the same time for the benefit of Owner will not be charged to Licensee. If the attachment inventory is made for the benefit of more than one Licensee, then each Licensee shall pay its proportionate share of the cost, such cost to be allocated based on the number of attachments identified in the inventory. If there is any difference in the number of attachments found by the inventory and the number invoiced in the most recent billing, correction will be made by retroactive billing to the later-occurring of the Commencement Date or the most recent actual inventory. Inventory results will be made available to all Licensees included in the inventory.

## ARTICLE 5 PROCESS FOR PERMITTING ATTACHMENTS

5.1 The Rules provide procedures for implementing the process for permitting Attachments.

5.2 A Make Ready process (described in the "Rules") must be followed for all proposed Attachments, except to Secondary Poles which follow the procedures in Article 6.

5.3 To obtain a Permit, Licensee shall make Application (the "Application") following the procedures in the Rules. Licensee shall at the same time pay the non-refundable Application Fee stated in Exhibit "C". Licensee's Application shall be accompanied by Licensee's construction plans and drawings (the "Licensee's Construction Plans") which, will, at a minimum, contain the information specified in the Rules. Owner will not process the Application until the Application Fee is paid.

5.4 Within thirty (30) days after the receipt of the Application and Application Fee, Owner shall notify Licensee of the charges for engineering the required changes and modifications to Owner's poles and related facilities in order to accommodate Licensee's Attachments (the "Make Ready Engineering Fee"), if any, such changes and modifications being the "Make Ready Construction Work". If circumstances beyond Owner's control, including but not limited to the workload due to pending Applications, prevent Owner from responding within such thirty (30) day period, the timeframe shall be extended provided that Owner is diligently processing the Application and has notified Licensee of such need for additional time.

5.5 After receipt of the Make Ready Engineering Fee, Owner will begin the make ready engineering that includes preparing engineering plans (the "Make Ready Engineering Plans") for the Make Ready Construction Work. Licensee and Owner shall work together in good faith to resolve any design and engineering issues and Licensee shall revise its plans as necessary. If engineering determines that it is not feasible to Permit a pole or poles due to safety

considerations and generally applicable industry engineering standards, Owner may remove such poles from consideration for Permitting. After the Make Ready Engineering Plans are complete, Owner shall notify Licensee of Owner's Cost of the Make Ready Construction Work (the "Make Ready Construction Cost Estimate") and shall provide Licensee a good faith estimate of the timeframe required to complete the Make Ready Construction Work. Owner shall provide Licensee with a copy of the Make Ready Engineering Plans which specify how and where Licensee's Attachments are to be made on Owner's poles.

5.6 Licensee shall pay Owner the amount specified in the Make Ready Construction Cost Estimate and after receipt of such payment, Owner shall proceed with the Make Ready Construction Work as a part of its normal work schedule. Owner will make reasonable efforts to complete Make Ready Construction Work within sixty (60) days after payment for such work is received. Licensee will not be entitled to priority, advancement or preference over other work to be performed by owner in the ordinary course of Owner's business. Owner may give consideration to a request by Licensee for an expedited construction schedule. Licensee will be responsible for additional costs incurred by Owner if the work is expedited. Procedures for requesting expedited work may be established by Owner in the Rules.

5.7 When the Make Ready Construction Work is complete, Owner shall notify Licensee and Licensee shall then have the right to make the specified attachments in accordance with the Make Ready Engineering Plans and the specifications provided in this Agreement. Licensee shall, at its own expense, make attachments in such manner as not to interfere with the service of Owner or others who are attached to Owner's poles nor shall Licensee make any changes to the attachments of others unless authorized by Make Ready Engineering Plans.

5.8 Licensee shall complete Licensee's Work within one hundred twenty (120) days of receipt of notification that the Make Ready Construction Work is complete. Such timeframe shall be extended by Owner provided that Licensee makes a written request for such extension and is diligently pursuing its Work. If Licensee's work for any Attachment is not complete within the one hundred twenty (120) day period or its extension, then Owner may terminate its approval for Licensee's Attachment and Licensee shall have no further right to place that Attachment except by following the procedures specified above for new attachments.

5.9 No later than thirty (30) days after Licensee adds the last Attachment for the Permit Application, Licensee shall send to Owner a Certification (the "Certification") by an authorized representative of the Licensee that the attachments are of sound engineering design and fully comply with the Rules in this Agreement and the latest addition of the NESC and were constructed substantially as provided in the Make Ready Engineering Plans. The form of Certification is illustrated in the Rules. Within thirty (30) days of receipt of Certification Owner shall issue the Permit that will authorize Licensee's Attachments to the poles that were Certified. If Certification is not received within the thirty-day (30) period, Owner may declare the attachment an Unauthorized Attachment, hereinafter defined.

5.10 Within sixty (60) days of completion of the Make Ready Construction Work for each Application, Owner may on its own, or in response to written request of Licensee, prepare a revised estimate to reflect the actual Owner's Cost of the Make Ready Construction Work. If the revised estimate shows the actual Make Ready Construction Cost differs from the Make Ready Construction Cost Estimate, then the difference shall be refunded to Licensee or paid to Owner as the case may be.



## ARTICLE 6 SECONDARY POLE ATTACHMENTS

6.1 A Secondary Pole is a pole installed for the express purpose of providing required clearances for a service loop to a customer's location which is owned and maintained by Owner after such installation. A Secondary Pole is a pole that typically services only one customer or building as the case may be, does not have transformers or other electrical equipment on it, is located outside the main line, and supports Owner's wires with less than 500 volts. For all purposes and obligations of Licensee arising under this Article 6, a Secondary Pole shall not refer to or include a pole originally installed by Owner which otherwise fits the description herein but which is owned and maintained by the individual customer on who's private property the pole is located, as opposed to being continually owned and maintained by Owner.

6.2 When in the process of installing service for a single customer, Licensee may attach its drop wire to Owner's Secondary Pole without advanced notice to Owner or Permit first being issued providing that the Attachment otherwise meets the requirements of Article 3 and the Rules (see Exhibit "B", Section D. Supplemental Rules Regarding Licensee's Attachments) and that the procedures specified in this Article are followed.

6.3 The Attachment Fee, specified in Exhibit "C", for Secondary Pole Attachments starts in the month the Attachment was made. Licensee will notify Owner of a new Secondary Pole Attachment no later than seven (7) days after the end of the month in which the Attachment was placed by completing an "Application for Secondary Pole Attachment License", the form of which is illustrated in the Rules with the required Application Fee. If the Application for Secondary Pole Attachment is not made within such seven (7) day period, then the provisions of Article 10, apply. It is the intent that the Application for Secondary Pole Attachment accurately reflects all Attachments placed during the month. For months when no Attachments are made, Owner may provide in the Rules for Licensee to report such fact.

6.4 Owner intends to rely on Licensee's Certification on the Application for Secondary Pole Attachment that Secondary pole attachments fully comply with the requirements of this Agreement. Based on Licensee's representations, Owner will, within thirty (30) days of receipt of the Application for Secondary Pole Attachment, issue a Permit as requested.

6.5 If the Secondary Pole needs to be replaced, as a result of pole condition or height, Licensee shall not make its attachment and shall request such replacement (see Exhibit "B-9") and with such request shall pay the Secondary Pole Replacement fee as specified in Exhibit "C" provided that such replacement is necessary solely to accommodate Licensee's facilities. Following the replacement of the pole, Owner shall notify Licensee and Licensee may then make its Attachment.

6.6 Notwithstanding the provisions of Paragraph 6.4, if, prior to issuing the Permit, an inspection reveals that the pole was not a secondary pole or that the Attachment does not meet the requirements specified herein, then the provisions of Article 10 shall apply.

6.7 Attachments for Secondary Poles that are Permitted and are later found to be not in compliance with the Rules, the NESC, or other provisions of this Agreement are considered Non-Compliant Attachments and the provisions of Article 11 apply.

6.8 If there is a question as to whether a pole is a Secondary Pole, Owner's reasonable judgment shall prevail.

6.9 Owner will not be responsible for any line clearance or tree trimming required for drop wires connected to Secondary Poles.

## **ARTICLE 7 OVERLASHING**

7.1 Licensee's overlashing to its existing facilities shall follow the requirements specified in Article 5. The Application Fee, Make Ready Engineering Fee, and Cost of Make Ready Construction Work will apply. There shall be no additional annual Attachment Fee.

7.2 Licensee shall not permit third parties to overlash to its facilities on Owner's poles.

7.3 Licensee may not overlash to the facilities of a third party on Owner's poles.

7.4 Licensee agrees to remove existing non working cables from Owner's poles if requested to do so by Owner as part of the Make Ready Work in connection with Overlashing.

7.5 Third parties referenced in Paragraphs 7.2 and 7.3 above include any company, organization, or entity other than Licensee named on the first page of this Agreement.

## **ARTICLE 8 EASEMENTS AND RIGHTS-OF-WAY FOR LICENSEE'S ATTACHMENTS**

8.1 Owner does not warrant or assure to Licensee any right-of-way privileges, uses or easements. Licensee shall be responsible for obtaining its own governmental permits and lawful easements from the owner(s), any lien holders, and other appropriate parties. Under no circumstances shall Owner be liable to Licensee or any other party in the event Licensee is prevented from placing and/or maintaining its attachments on Owner's poles. Accordingly, Owner's acceptance of Licensee's application and issuance of a Permit shall never be construed otherwise.

8.2 Licensee will defend and hold harmless Owner against any claims by third parties that the necessary easements were not obtained.

## **ARTICLE 9 MAINTENANCE AND TRANSFERS**

9.1 Owner shall, at its own expense, maintain its poles in a serviceable condition in accordance with industry standards and practices and shall replace, reinforce, or repair poles as they become actually known by Owner to be unserviceable.

9.2 Licensee shall ensure that its employees, contractors, or employees of contractors are properly trained in climbing on and working on Owner's poles safely and shall specifically and

adequately warn each and every employee of Licensee and require that its contractors warn its employees of the dangers inherent in making contact with the electrical conductors or electrical equipment of Owner before such employees are permitted to perform any work at or near any facilities belonging to Owner. Licensee shall give adequate warning to the employee by reasonable means.

9.3 Owner disclaims any warranty or representation regarding the condition and safety of the poles of Owner. Licensee expressly assumes responsibility for determining the condition of all poles to be climbed or otherwise worked on by its employees, agents, contractors, or employees of contractors whether for the placement of Attachments, maintaining or rearranging Attachments, or for other reasons. Except for performing transfer work from unserviceable poles to replacement poles, Licensee shall not permit its employees or contractors to work on poles that are unserviceable until Owner has corrected the unserviceable condition or has determined that the pole is serviceable. Licensee will notify Owner if any of Licensee employees, agents, contractors, or employees of contractors become aware of unserviceable poles or other condition, whether hazardous or otherwise, that requires the attention of Owner for evaluation and possible correction. Such notification will be provided to Owner in the manner specified in the Rules. Owner agrees that, upon written notification, it will replace any pole that has become unserviceable at Owner's Cost when Owner has actually determined that the pole in question is unserviceable for its intended purpose. All other costs of replacement necessitated by the presence of Licensee shall be born by Licensee.

9.4 Whenever it is necessary to replace or relocate a licensed pole, the Permit for the Attachment transfers to the new pole at the time of such replacement or relocation. In order to be considered a Transfer, the new pole must be located within the existing pole line. Owner agrees to notify Licensee as soon as reasonably possible in the event a Transfer of a pole on which Licensee has Attachments becomes necessary so that Licensee may plan to transfer its Attachments to any new poles in a timely manner or budget to pay Owner for the transfer of Licensee's Attachments as provided herein. Owner may transfer Licensee's attachments at the time of the pole replacement or relocation and Licensee shall pay Owner's Cost upon invoice. Owner will make a reasonable attempt to notify Licensee of such transfer and its associated cost. In the event Owner does such work, except for gross negligence or willful misconduct, Owner shall not be liable for any loss or damage to Licensee's facilities, which may result therefrom or for any liability, loss or damage to Licensee or any other party claiming actual damages. If Owner elects not to transfer Licensee's Attachments then Owner shall notify Licensee of the need to transfer its attachments and Licensee shall do so within sixty (60) days of such notice and shall advise Owner when the transfer is complete in the manner specified in the Rules. In the event of extraordinary circumstances, Owner may elect to grant an extension of the 60 day period to Licensee. If the transfer is not completed by the end of the sixty (60) day period or the extended time period granted by Owner, the Unauthorized Attachment Discovery Fee shall apply and the Unauthorized Attachment Daily Fee shall also apply from the date on which the 60 day period or the extended time period expired and shall continue until Owner receives notification that Licensee has transferred its Attachment. In addition, if Licensee does not transfer its Attachments within the 60 day period or the extended time period and the delay forces Owner to make a special return trip to the job site to remove the old pole, then the cost incurred by the Owner to return to the job site and remove the old pole will be paid by the Licensee.

9.5 In the event the Licensee notifies Owner that the transfer has been accomplished and the Owner 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 False Notification Fee in Exhibit "C".

## ARTICLE 10 UNAUTHORIZED ATTACHMENTS

10.1 Any of Licensee's Attachments placed after the Commencement Date without a Permit having been issued or that are not part of work being performed pursuant to Article 5, or as provided in Article 12 shall be considered an Unauthorized Attachment (the "Unauthorized Attachment"). When discovered, Owner will notify Licensee of the Unauthorized Attachment using the form attached hereto as Exhibit "B-10" and Licensee agrees to pay Owner an Unauthorized Attachment Discovery Fee, per pole containing an unauthorized attachment, in the amount stated in Exhibit "C". Licensee shall within thirty (30) days after being notified remove such Unauthorized Attachment or shall make Application for a Permit and the provisions of Article 5 apply.

10.2 If Licensee fails to remove the Unauthorized Attachment or to make Application within the thirty (30) day period, then Licensee shall pay to Owner without prejudice to Owner's other rights under this Agreement, an Unauthorized Attachment Daily Fee as specified in Exhibit "C", such fee to be effective as of the date on which the thirty (30) day period expired and shall continue until an Application is made or the Unauthorized Attachment is removed, of which Owner shall be notified in writing. Furthermore, at any time after the thirty (30) day period Owner may, but is not required to, do either of the following: (1) Remove the Unauthorized attachment without liability and Licensee shall pay Owner's Cost of such removal and the Unauthorized Attachment Daily Fee shall terminate as of the date of the removal or (2) Declare Licensee in Default and the provisions of Article 23 shall apply. Attachments that are removed by Owner may, at Owner's option, be left where removed, stored at the expense of Licensee or disposed of by sale or otherwise with any proceeds being retained by Owner.

10.3 No act or failure to act by Owner with regard to any Unauthorized Attachment shall be deemed as ratification or the licensing of the Unauthorized Attachment. If any Permit should be subsequently issued, said Permit shall not operate retroactively or constitute a waiver by Owner of any of its rights or privileges under this Agreement; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement from its inception in regard to said Unauthorized Attachment.

## ARTICLE 11 NON-COMPLIANT ATTACHMENTS

11.1 If any of Licensee's facilities that were placed after the Commencement Date or were Permitted under the provisions of Article 12 are found to be attached to Owner's poles and, in Owner's judgment are in violation of the requirements as specified in this Agreement, or the NESC, or other applicable codes or are not attached substantially as provided on the Make Ready Engineering Plans (a "Non-Compliant Attachment"), Owner will notify Licensee of the Non-Compliant Attachment.



11.2 After receiving notification, Licensee will, within forty five (45) days, submit to Owner its plans for corrective action including the schedule for completion of all work (the "Correction Plan") for Owner's approval. The forty-five (45) day period may be extended by Owner if Licensee is diligently pursuing development of a plan and implementation of corrective action. If Licensee does not provide the Correction Plan within the forty-five (45) day period, Owner may revoke the Permit and declare the attachments as Unauthorized Attachments and the provisions of Article 10 apply.

11.3 If the Correction Plan is submitted within the forty five (45) day period or other period as agreed by Owner, Owner shall review the Correction Plan and either approve it (the "Approved Correction Plan") in which case Licensee will proceed with the work in accordance with the plan or Owner may reject it. If Owner rejects the Correction Plan, Owner and Licensee will work together in good faith so that Licensee can develop a Correction Plan that is reasonably satisfactory to Owner. If, after ninety (90) days of Owner's rejection of the initial Correction Plan, Owner and Licensee have not agreed on a Correction Plan, then Owner may revoke the Permits for the poles involved and declare the Attachments as Unauthorized Attachments and the provisions of Article 10 apply.

11.4 Rearrangements and changes to Licensee's Attachments required by the Approved Correction Plan shall be made by Licensee at Licensee's expense.

11.5 If Licensee fails to complete all work in connection with the Approved Correction Plan within ninety (90) days of the schedule (or such extension of time granted by Owner to Licensee as provided herein), Owner may revoke the Permit(s) and declare the Attachments as Unauthorized Attachments and the provisions of Article 10 apply. In the event of extraordinary circumstances, Owner may elect to grant an extension of the 90 day period to Licensee.

11.6 In the case of an attachment that is not in compliance with the NESC and is in Owner's reasonable judgment a safety hazard, then the thirty (30) day period contained in Article 10 is changed to seven (7) days.

11.7 The interpretation of the NESC requirements shall be at the reasonable discretion of Owner.

11.8 No act or failure to act by Owner with regard to any Attachment that does not conform with the NESC or other requirements of this Agreement shall be deemed as ratification of the Non-Compliant Attachment.

## ARTICLE 12 ATTACHMENTS EXISTING AT COMMENCEMENT DATE

12.1 Owner requires a formal written Permit for any and all Attachments. Attachments that existed prior to the Commencement Date of this Agreement for which a Permit exists will be considered an Authorized Attachment. Licensee will be given an opportunity to produce such Permits and will receive the cooperation of the Owner with respect to documentation in the Owner's possession.



12.2 For Attachments for which no Permit exists in accordance with the provisions of Article 12.1, Licensee shall make application for Permits within forty five (45) days of written notice identifying such Attachments from Owner to Licensee and the provisions of Article 5 apply.

12.3 Should Licensee fail to make application within the forty five (45) day period required then Owner may declare the Attachments as Unauthorized Attachments and the provisions of Article 10 apply.

12.4 Licensee's application for permitting existing Attachments must include all Attachments specified by Owner.

### **ARTICLE 13 ATTACHMENTS NOT REMOVED AT END OF TERM**

13.1 Licensee shall not make additional attachments to Owner's poles after the Agreement has expired and has not been extended. Any such additional attachments will be considered Unauthorized Attachments.

13.2 If Licensee fails to remove its attachments within of the period set forth in Section 2.2 of this Agreement after the expiration of this Agreement the provisions of Article 10 apply and Owner may remove any or all of Licensee's attachments and Licensee shall pay Owner Owner's Cost of such work. Attachments that are removed by Owner in accordance with the terms of this Agreement may, at Owner's option, be left where removed, stored at the expense of Licensee or disposed of by sale or otherwise with any proceeds being retained by Owner.

### **ARTICLE 14 RECOVERY OF SPACE BY OWNER**

14.1 If Owner at any time reasonably requires the space occupied by Licensee's attachments on Owner's poles for core business purposes, Licensee, within thirty (30) days after receipt of notification from Owner of Owner's need for such space, shall rearrange its attachments to other available space on such poles at Licensee's expense or remove such attachments. If Owner requires the space in order to provide service to one of its customers, the thirty (30) day period is changed to ten (10) days. If the work is not completed within the specified time period, Owner may declare the Attachment as an Unauthorized Attachment and the provisions of Article 10 apply.

### **ARTICLE 15 ABANDONMENT OF POLES**

15.1 Owner may abandon pole(s) upon thirty (30) days notice to Licensee. If, at the expiration of said 30 day period (or such extension of time granted by Owner to Licensee as provided herein), Owner shall have no attachments on such pole, but Licensee shall not have removed all of the attachments therefrom, then Owner may (1) Revoke Licensee's Permit for that pole and declare the attachment to be an Unauthorized Attachment, or (2) Remove Licensee's attachments, with no liability to Owner except for gross negligence or willful misconduct, and

Licensee shall pay Owner's Cost of any such removal. In the event of extraordinary circumstances, Owner may elect to grant an extension of the 30 day period to Licensee.

15.2 Licensee may, at any time, abandon the use of a licensed pole by removing therefrom any and all attachment it may have thereon. Billing shall cease as of the last day of the month in which the attachment was removed and Owner has been notified in writing in accordance with the Rules.

15.3 Following such removal, no attachment shall again be made to such pole until Licensee shall have made Application and received a new Permit as provided in Article 5 of this Agreement and the Rules.

## **ARTICLE 16 RIGHTS OF OTHER PARTIES**

16.1 Nothing herein shall be construed to limit the right of Owner, by contract or otherwise, to confer upon others, not parties to this Agreement, rights or privileges to use the poles covered by this Agreement, provided any such conveyance of rights or privileges to a third party does not violate or infringe upon the attachment rights granted to Licensee in this Agreement.

16.2 Prior to making attachments to any pole or poles of Owner hereunder, if the attachments by Licensee will require any rearrangement of the attachments on such pole or poles of any other parties, Licensee shall give notice thereof to such other parties and shall cooperate with them in the rearrangement of their facilities. Licensee does not have the right to rearrange the facilities of other parties except with the other party's express written permission. In the event that such rearrangement becomes necessary, Licensee hereby acknowledges that it shall bear the expense of such rearrangement. Any attachment privileges granted to Licensee hereunder shall be subject to any rights or privileges that shall have been heretofore granted by Owner to any prior attaching parties.

16.3 If other parties require the rearrangement of Licensee's Attachments in order to attach their facilities under the authority of make ready construction plans approved by Owner for their work, Licensee agrees to reasonably cooperate with the other party in scheduling and performing the work and the other party shall bear the expense of such rearrangement, provided that any cost charged to the other party shall be reasonable and shall be no more than Licensee's actual cost of doing the work.

## **ARTICLE 17 ASSIGNMENT OF RIGHTS**

17.1 Licensee shall not permit any other party to use its attachments and may not sublicense any of its rights under this Agreement to any other party.

17.2 Licensee shall not assign or otherwise dispose of this Agreement, or of any of its rights or interests hereunder without the prior written consent of Owner, such consent not to be unreasonably withheld. Provided, however, Licensee may assign or transfer this Agreement and the rights and obligations hereunder to any entity controlling, controlled by, or under common

control with Licensee without the consent of Owner, but upon thirty (30) days prior written Notice to Owner detailing the assignment including the relationship. No such permitted assignment shall relieve Licensee, the permitted assignee, or any other party liable to Owner from any obligations, duties, responsibilities, or liabilities to Owner under this Agreement and the use is in strict compliance with Paragraph 1.1. This Agreement shall be binding upon the successors and/or assigns of both parties.

17.3 Nothing contained herein is intended to interfere with Licensee's leasing fibers or capacity in its facilities, if such use is in strict compliance with the provisions of Paragraph 1.1. The renting or leasing of fibers or capacity in its facilities specifically does not give Licensee's customer the right to any kind of access to Owner's poles and Licensee's customer is specifically prohibited from climbing or otherwise working on the facilities that are attached to Owner's poles unless Licensee's customer is working as a contractor for Licensee under the terms of a written agreement.

## **ARTICLE 18 WAIVER OF TERMS OR CONDITIONS**

18.1 The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement including the Rules 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 19 PAYMENT OF TAXES**

19.1 Each party shall pay all taxes and assessments lawfully levied on its own property attached to licensed poles. Taxes and the assessments which are levied on its poles shall be paid by Owner thereof, but the portion of any tax (except income taxes), fee, or charge levied on Owner's poles solely because of their use by Licensee shall be paid by Licensee.

## **ARTICLE 20 INSURANCE**

20.1 Licensee shall take out and maintain throughout the period during which this Agreement shall remain in effect the following minimum insurance:

A. Workers' compensation insurance covering all employees of Licensee requiring the same of its contractors with regard to its employees of contractors, subcontractors and employees of subcontractors who shall perform any of the obligations of Licensee hereunder, whether or not such insurance is required by the laws of the state governing the employment of any such employee. If any employee is not subject to the workers' compensation laws of such state, such insurance shall extend to such employee voluntary coverage to the same extent as though such employee were subject to such laws.

B. Public liability and property damage liability insurance covering all operations under this Agreement limits for bodily injury or death not less than \$1,000,000 for one person

and \$500,000 for each accident for property damage, not less than \$2,000,000 for each accident and \$2,000,000 aggregate for accidents during the policy period.

C. Automobile liability insurance on all self-propelled vehicles used in connection with This Agreement, whether owned, non-owned or hired: public liability limits of not less than \$1,000,000 for one person and \$2,000,000 for each accident; property damage limit of \$1,000,000 for each accident.

D. The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to Owner.

E. Licensee shall furnish to Owner at least annually or at the request of owner a certificate evidencing compliance with the foregoing requirements. This certificate will list Owner as an additional insured provided that such coverage shall exclude events arising from Owner's acts or omissions, and will note specific cancellation language as follows: "In the event of cancellation of any of the said policies, the insuring company shall give the party to whom this certificate is issued thirty (30) days prior notice of such cancellation."

## ARTICLE 21 SERVICE OF NOTICES

21.1 It is expressly agreed and understood between Owner and Licensee that any Notice required to be given to either Owner or Licensee pursuant to this Agreement shall be in writing and sent by personal delivery to the office of the party receiving notice, by certified mail (return receipt requested), or by recognized national overnight delivery service and shall be deemed received upon actual delivery or refusal of delivery as evidenced by the records of the US Postal Service or delivery service as the case may be.

21.2 Notices shall be sent addressed as follows:

If to Licensee:

Charter Communications  
755 George Wilson Road  
Boone, NC 28607

With a copy to:

Charter Communications  
Legal Department – Operations  
12405 Powerscourt Drive  
St. Louis, MO 63131

If to Owner:

Blue Ridge EMC  
1216 Blowing Rock Blvd., N.E.  
Lenoir, NC 28645-3619

or to such other address as either party may designate by Notice to the other party from time to time in accordance with the terms of this Article.

## **ARTICLE 22 SUPPLEMENTAL AGREEMENTS**

22.1 Neither Owner nor Licensee is under any obligation, express or implied, to amend, supplement or otherwise change or modify any of the provisions of this Agreement. However, if Owner and Licensee agree to amend, supplement or otherwise change or modify any of the provisions of this Agreement, then any such amendment, supplement, change or modification, to be enforceable, must be evidenced by written documentation duly executed by both parties. Without any such duly executed, written documentation of any amendment, supplement, change or modification, then any oral discussions relating thereto shall not be binding upon Owner or Licensee.

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

## **ARTICLE 23 DEFAULT**

23.1 The following shall be an event of Default:

(1) If Licensee defaults in the payment of any fees or other sums due and payable to Owner under this Agreement and such default continues for a period of ten (10) days after Notice of such default has been given by Owner to Licensee or,

(2) With regard to Licensee in a matter that does not involve safety, and with regard to Owner in any matter, if either party shall violate or default in the performance of any covenants, agreements, stipulations or other conditions contained herein (other than the payment of fees and other sums) for a period of thirty (30) days after Notice of such violation or default has been given by the non-defaulting party to such defaulting party, or, in the case of a default not curable within thirty (30) days, if such defaulting party shall fail to commence to cure the same within thirty (30) days and proceed diligently until corrected, or,

(3) In a matter that does involve safety, (i) Licensee shall violate or default in the performance of any covenants, agreements, stipulations or other conditions contained herein and fails to commence to cure the same immediately upon Notice and thereafter proceed to pursue diligently until corrected or (ii) if the correction takes longer than thirty (30) days.

23.2 In the event of Default, Owner may at any time thereafter for so long as the default condition exists upon Notice of Default do any one or all of the following (1) Declare this Agreement to be terminated in its entirety; (2) Terminate the Permits covering the pole or poles in respect to which such default or noncompliance shall have occurred; (3) Refuse to issue any more Permits; (4) Stop all Make Ready Construction Work and retain any monies that have been paid.



23.3 If Licensee defaults in the performance of any work which it is obligated to do under this Agreement, Owner may elect to do such work, and Licensee shall reimburse Owner of Owner's Cost. If Owner elects to do such work, except for gross negligence or willful misconduct, Owner shall not be liable for any loss or damage to Licensee's facilities, which may result therefrom or for any liability, loss or damage to Licensee or any other party claiming actual damages.

23.4 The remedies set forth in this Article are cumulative and in addition to any and all other remedies Owner may have at law or in equity.

23.5 The existence of a Default shall not relieve Licensee of the requirements provided in Article 10 or Article 11 unless the Agreement is terminated in its entirety.

#### **ARTICLE 24 INDEMNIFICATION AND HOLD HARMLESS**

24.1 Licensee agrees to indemnify Owner against and to defend and hold Owner harmless from any and all claims, demands, damages, penalties, costs, liabilities and losses to the full extent arising from or based upon any alleged act, omission or negligence of Licensee or Licensee's agents or employees arising from or based upon any breach of Licensee's covenants under this Agreement.

24.2 Owner agrees to hold Licensee harmless and to not seek damages, costs or expenses of any kind from Licensee arising from or based upon any alleged act, omission or negligence of Owner or Owner's agents or employees, provided that nothing herein shall obligate Owner to indemnify Licensee in any way for any claims of any kind.

#### **ARTICLE 25 CONSEQUENTIAL LOSS OR DAMAGE**

25.1 Notwithstanding any provision contained herein to the contrary, neither party shall be liable to the other in any way for indirect or consequential losses or damages, or damages for pure economic loss, however caused or contributed to, in connection with this Agreement or with any equipment or service governed hereby.

#### **ARTICLE 26 FORCE MAJEURE**

26.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement resulting from the following events to the extent they are beyond such party's reasonable control: acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a party's obligations under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay.

In the event of such delay, the delaying party shall perform its obligations at a performance level no less than that which it uses for its own operations.

## **ARTICLE 27 OWNER'S COST**

27.1 "Owner's Cost" and "Cost" when used in this Agreement shall include all material and labor costs, the cost of outside contractors and consultants, equipment, engineering, permits, right-of-way, land clearing, insurance and overhead. Owner intends that the costs of outside contractors and consultants shall be at market.

## **ARTICLE 28 NO WARRANTY OF RECORD INFORMATION**

28.1 From time to time, Licensee may purchase or otherwise obtain from Owner records and other information relating to Owner's outside plant facilities. Licensee acknowledges that such records and information provided by Owner may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and Right-of-Way. In providing such records and information, Owner does so as a convenience to Licensee and Owner assumes no liability or responsibility to Licensee or any Third Party for errors and omissions contained therein.

## **ARTICLE 29 MISCELLANEOUS PROVISIONS**

29.1 If Owner requests, Licensee shall become a member of the National Joint Use Notification System (the "NJUNS") and maintain the capability of receiving messages from NJUNS and shall utilize such capability. Should Licensee indicate that a transfer has been made ("clear the ticket") which in fact was not made and the Owner proceeds to act on that notification then a False Notification Fee will be charged as stated in Exhibit "C".

29.2 Time is of the essence of this Agreement.

29.3 Neither party shall, by mere lapse of time, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any such breach shall not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

29.4 Should any court of law or administrative or governmental entity with jurisdiction declare any provisions of this Agreement to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

29.5 Nothing contained in this document, or in any amendment or supplement thereto, or inferable herefrom shall be deemed or constructed to (i) make Licensee the agent, servant, employee, joint venturer, associate, or partner of Owner, or (ii) create any partnership, joint venture or other affiliation or association between Owner and Licensee. The parties hereto are

and shall remain independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, or agency relationship between the parties. Neither party shall have the right to obligate or bind the other party in any manner to any third party. It is understood that this document enables only a license in favor of Licensee strictly in accordance with its written provisions.

29.6 Each party represents that it has the full power and authority to enter into this Agreement and to convey the rights herein conveyed.

29.7 This agreement is deemed executed in and shall be construed under the laws of the State of North Carolina.

29.8 Unless otherwise provided, in any instance hereunder where Owner's approval or consent is required or the exercise of Owner's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Owner, and Owner shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such approval or consent or exercise such judgment in any particular manner regardless of the reasonableness of either the request or Owner's judgment.

29.9 The terms "notify", "notification" and "advise" as used in this Agreement reflect communications between Owner and Licensee in administering its terms. The methodology for such communication shall be in writing which may include NJUNS, email, facsimile or other method as specified in the Rules. These terms are not to be confused with the term "Notice" in Article 21, Service of Notices.

29.10 Where Owner's reasonable approval or consent is required, it shall be reasonable for Owner to withhold consent if Licensee is in default of this Agreement and has not cured same within the timeframe provided in the Agreement (or is diligently pursuing if allowed for the element in default) or if Licensee is over thirty (30) days past due on the payment of monies owed to Owner by Licensee under the terms of this Agreement.

29.11 Within this Agreement, words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The use of the words "herein", "hereof", "hereunder" and other similar compounds of the word "here" shall, unless the context dictates otherwise, refer to this entire Agreement and not to any particular paragraph or provision. The term "person" and words importing persons as used in this Agreement shall include firms, associations, partnerships (including limited partnerships), limited liability companies, joint ventures, trusts, corporations and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

29.12 Unless the context clearly indicates otherwise, as used in this Agreement, the term "Licensee" means the party or parties named on the first page hereof or any of them. The obligations of Licensee hereunder shall be joint and several. If Licensee, or any signatory who signs on behalf of any Licensee, is a corporation, partnership, limited liability company, trust, or other legal entity, Licensee and any such signatory, and the person or persons signing for Licensee, represent and warrant to Owner that this instrument is executed by Licensee's duly authorized representatives.

**ARTICLE 30  
CONFIDENTIALITY**

30.1 In the absence of a separate Confidentiality Agreement between the parties, if either party provides confidential information to the other in writing and identified as such, the receiving party shall protect the confidential information from disclosure to third parties with the same degree of care accorded his own confidential and proprietary information. Neither party shall be required to hold confidential any information which (a) becomes publicly available other than through the recipient, (b) is required under applicable law, (c) is independently developed by the recipient, or (d) becomes available to the recipient without restriction from a third party.

30.2 This Agreement in form and structure as well as content including its terms and conditions is deemed confidential.

30.3 These obligations set forth in Article 30 shall survive the expiration or termination of this Agreement for a period of two (2) years. The parties agree to use their best efforts to avoid disclosing to each other confidential information that is not reasonably required for the administration of this Agreement.

**OWNER**

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

Print Name: Doug Johnson

Print Title: Chief Exec. Officer

Date: 9/22/03

Attest: \_\_\_\_\_

**LICENSEE**

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

Print Name: Hunt Sevier Brown

Print Title: VP and Counsel - Legal Operations

Date: 9/9/03

Attest: Bradley W. Crandall

**EXHIBIT A**

**SERVICE AREA**

(Insert map of geographical area covered by the agreement)



**EXHIBIT B****RULES AND PRACTICES OF OWNER FOR ATTACHMENTS**

This Exhibit provides implementation details in connection with the process for Licensee's applying for and ultimately receiving a Permit to attach to Owner's pole(s). These procedures are subject to modification by owner from time to time.

For purposes of administering this agreement, notification and/or advice shall be sent by email followed by U.S. Mail. Following is contact information for the parties:

If to Owner

Name:  
Title: Joint Use Coordinator  
Address: 1216 Blowing Rock Blvd, N.E.  
City, State, ZIP Lenoir, NC 28645-3619  
Phone 828-758-2383  
Fax 828-754-9671  
Email: bshields@blueridgeemc.com

and for Licensee shall be directed to:

Name: Gary Powell  
Title: Plant Manager  
Address: 755 George Wilson Road  
City, State, ZIP Boone, NC 28607  
Phone 828-262-3936  
Fax 828-263-0297  
Email: \_\_\_\_\_

The above addresses are for administrative matters only and do not modify the addresses for Notice pursuant to Article 21.

**A. Process for Permitting Attachments (Make Ready)**

1. Application for Permit shall be made on the "Application" attached as Exhibit "B"-1. Licensee shall also indicate the poles to which it desires to attach by including a drawing made on system maps of Owner, Licensee may either use its own maps of Owner's system or Licensee may, but is not required to, purchase such maps from Owner at a reasonable cost.
2. Licensee's Construction Plans shall contain full specifications of the facilities to be installed including:
  - a) Size and type of messenger including weight/ft and design tension.

- b) Size and type Attachments including weight/ft and diameter.
  - c) Specification drawings depicting type of bolt attachments and bolt patterns.
  - d) Specification drawings of the installation rating and type of guy and anchor assemblies proposed to be used by Licensee.
- 3. Owner shall respond to Licensee within the timeframe provided Article 5 by sending Response to Application, attached hereto as Exhibit "B-2".
  - 4. The Make Ready Construction Cost Estimate and Invoice for Make Ready Construction Work will be sent to Licensee using the form attached hereto as Exhibit "B-3".
  - 5. When the Make Ready Construction Work is complete, Owner shall send Licensee Notification of Completion of Make Ready Construction Work and Request for Certification on the form attached hereto as Exhibit "B-4".
  - 6. Licensee's Certification shall be the form attached hereto as Exhibit "B-5".
  - 7. The "PERMIT FOR ATTACHMENT" shall be the form attached hereto as Exhibit "B-6".

#### **B. Secondary Poles**

In connection with Article 6 of the Agreement, Licensee shall use Application for Secondary Pole Attachment Permit attached hereto as Exhibit "B-8" for the notification

#### **C. Procedures for Notification of Pole Transfers**

NJUNS protocol to be utilized if available.

#### **D. Supplemental Rules Regarding Licensee's Attachments**

- 1. All Licensee' Attachments to poles shall be installed in a manner to ensure compliance with the requirements of the National Electric Safety Code (NESC) in effect at the time of the installation as clarified or exceeded by Owner's specifications below:
  - a) Attachments (meeting Rule 230E1 of the NESC) shall meet a minimum vertical clearance of 15.5 ft. under the conductor temperature and loading conditions specified in Rule 232A over all accessible areas, including all power line rights-of-way and easements to be traveled by Owner's maintenance equipment. This requirement is not limited only to roads, streets, and highway rights-of-way, but also includes all ground accessible by Owner's equipment.
  - b) Attachments (meeting Rule 230E1 of the NESC) shall meet a minimum vertical clearance of 13.5 ft. under the conductor temperature and loading conditions specified in Rule 232A over areas not accessible. These areas are defined by Owner as having steep hillsides, swamps, or other permanent

impediments that would prohibit the passage of a vehicle, including Owner's equipment.

c) All Attachments installed before the effective date of this contract shall have at least thirty (30) inches vertical clearance under the effectively grounded parts of transformers, transformer platforms, capacitor banks and sectionalizing equipment and at least forty (40) inches clearance under the current carrying parts of such equipment which is energized at 14,400 volts or less between phase and ground. Clearances not specified in this rule shall be determined by reference to the National Electrical Safety Code. If Licensee has made any Attachments which would otherwise have been in compliance with the requirement above, and after which Owner has made any enhancements or improvements to Owner's system that have placed such Attachments in non-compliance with this requirement, any steps necessary to bring such Attachments back into compliance shall be the responsibility of Owner at its sole expense.

d) All new Attachments shall have at least forty (40) inches vertical clearance to the top of all conduit or underground riser guard coverings regardless of the type of cable being covered.

2. It shall be the responsibility of Licensee to attach at proper height, to achieve proper clearance, and to construct their facilities in accordance with the Agreement. If Licensee finds that it cannot make an attachment on a pole and be in compliance with the Agreement then it shall be immediately brought to the attention of Owner in writing and by telephone so the pole can be re-surveyed and appropriate measures taken to make it ready for attachment.
3. All Attachments, cabinets and enclosures, that are separated by a distance of six (6) feet or less, must be grounded by bonding to the existing pole ground with #6 solid, bare, soft drawn copper wire.

Bonding must be provided between all above ground metallic power and communications apparatus (pedestals, terminals, apparatus cases, transformer cases, etc.) that are separated by a distance of six (6) feet or less.

4. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
5. All attachments or facilities of Licensee shall have at least two (2) inches clearance from unbonded hardware.
6. The location of all power supplies and connecting wires and cables on Owner's poles shall be approved in writing by Owner. No attachments shall be made without prior approval of Owner. No power supply service connections shall be made by Owner until Licensee has completed installation of an approved fused service disconnect switch or circuit breaker, and, if required, following an electrical inspection from appropriate government officials. An application for service must be made by Licensee to Owner before service is connected.

7. All communications protective devices will be designed and installed with operating limits sufficient for the voltage and current which maybe impressed on the communications plant in the event of a contact with the supply conductors.
8. All anchors and guys shall be installed and in effect prior to the installation of any of Licensee's messenger wires or cables. Licensee's guylead must be of sufficient length and strength to accommodate loads applied by the Attachments. No anchor shall be placed within five (5) feet of any existing anchor, provided that an anchor may be placed within the five-foot window if approved by Owner. Guy markers shall be installed on every guy attached to owner's pole.
9. Licensee shall not attach any down guy to Owner's anchors or to other licensees' anchors without prior written permission from such Owner or licensee as the case may be.
10. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to the pole by the use of "through" bolts. Such bolts placed in a "bucking" position shall have at least three (3) inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling poles with such attachments.
11. Owner shall perform all make-ready work required for the preparation of Owner's poles for proper attachment by Licensee.
12. All Attachments installed after the effective date of the Agreement shall have at least seventy two (72) inches vertical clearance under the effectively grounded neutral of Owner at supports. Owner may increase the forty (40) inch clearance if, in Owner's judgment, Owner may require additional space on the pole for its future service requirements.
13. Owner requires strand maps to be furnished which show all attachment poles including secondary and service poles for individual service drops.

#### **E. Removing Attachments from Owner's Poles**

Prior to Licensee's removing attachments from Owner's Poles, Licensee shall send to Owner "NOTICE OF DISCONTINUANCE OF ATTACHMENTS TO POLES" attached as Exhibit "B-7".

#### **F. Plant Conditions Requiring Attention:**

If Licensee becomes aware of an unsafe plant condition or other condition that requires the attention of Owner, then Licensee shall as soon as possible notify owner by completing the Notification of Plant Condition attached hereto as Exhibit "B-9".

**EXHIBIT B-1****PERMIT APPLICATION**

TO:

ADDRESS:

DATE:

LICENSEE'S TRACKING NUMBER:

This is to request a Permit to attach to certain of your poles under the terms and conditions of our License Agreement dated \_\_\_\_\_.

The poles, including proposed construction by Owner if necessary for which permission is requested are listed by pole number on the attached and further identified on the attached map, which also bears the above date and Tracking Number.

This Company understands the need to obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities to the extent required by law for Licensee's proposed service and to obtain all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles and will do so prior to providing any service that involves your poles.

Signed:

COMPANY:

NAME:

TITLE:

TELEPHONE:

eMail:



**EXHIBIT B-1 (Continued)**

**ATTACHMENTS TO BE INSTALLED - TRACKING NUMBER \_\_\_\_\_**

<u>Owner Pole Number</u>	<u>Size &amp; Type of Strand</u>	<u>Size &amp; Type of Cable</u>	<u>Number of Existing Cables Existing Strand</u>
--------------------------	----------------------------------	---------------------------------	--

**EXHIBIT B-2**

**RESPONSE to APPLICATION**

TO:

ADDRESS:

DATE:

Re: TRACKING NUMBER: \_\_\_\_\_ & JOB NUMBER: \_\_\_\_\_

This is to advise you that the above request for Permitting Attachments to certain poles of this system is approved for the poles shown on the attached subject to the terms of the Agreement.

The Make Ready Engineering Fee is to be \$\_\_\_\_\_. Please remit this amount that Make Ready Engineering Plans can be prepared.

Job Number \_\_\_\_\_ has been assigned to this Application. Please refer to this job number on all future correspondence and communications relating to this Application.

COMMENTS: (this is a space for additional notes)

Signed:

COMPANY:

NAME:

TITLE

TELEPHONE:

eMail:

**EXHIBIT B-3**

**MAKE READY COST ESTIMATE AND INVOICE FOR MAKE READY  
CONSTRUCTION WORK**

TO:

ADDRESS:

DATE:

re: JOB NUMBER:

In connection with the above referenced Job request, attached is the Make Ready Construction Cost Estimate for the attachment of Licensee's facilities to Owner's poles per the plans submitted by Licensee and approved by Owner.

Please remit the payment for Make Ready Construction Work in the amount of \$\_\_\_\_\_ so that we may schedule the work.

It is estimated that the completion of the Make Ready Construction work will require \_\_\_\_\_ days following receipt of payment of the Make Ready Construction Cost Estimate providing that such is received by \_\_\_\_\_. If it is received afterward, this schedule is subject to revision.

Signed:

COMPANY:

NAME:

TITLE:

TELEPHONE:

eMail:

OFFICIAL COPY

Feb 01 2017

**EXHIBIT B-4**

**NOTIFICATION OF COMPLETION OF MAKE READY CONSTRUCTION WORK  
AND REQUEST FOR CERTIFICATION**

TO:

ADDRESS:

DATE

Re: JOB NUMBER:

In connection with the above referenced Job Number, the Make Ready Construction Work for the approved poles is complete. Monthly rental for the poles will begin \_\_\_\_\_ (date).

So that a Permit can be issued, please forward the Certification (Exhibit "B-5" of the Rules).

Signed:

COMPANY:

NAME:

TITLE:

TELEPHONE:

eMail:

**EXHIBIT B-5**  
**CERTIFICATION**

TO:

ADDRESS:

DATE

Re: JOB NUMBER:

CERTIFICATION FOR ATTACHMENTS (To be made within thirty (30) days of completion of construction)

I hereby certify that the attachments made under the above Job Number are of sound engineering design and fully comply with the National Electrical Safety Code (NESC), latest edition, Article 3 of the Agreement and the Rules and were constructed substantially as provided in the Make Ready Engineering Plans.

Note: If this is a Certification for a portion of the poles under this Request Number, please list the poles to which this Certification applies and the number of Attachments on each pole being Certified. :

Engineer's Signature

Name

Signature

Title

Registration Number &  
State

Date

**EXHIBIT B-6**

**PERMIT FOR ATTACHMENTS**

TO:

ADDRESS:

DATE:

JOB NUMBER:

The poles designated below are hereby Permitted for Attachments by \_\_\_\_\_  
in connection with Job Number \_\_\_\_\_ .

POLE DESIGNATION

NUMBER OF ATTACHMENTS LICENSED  
ON THIS POLE AS OF THE ABOVE DATE

Signed:

COMPANY:

NAME:

TITLE:

TELEPHONE:

eMail:



**EXHIBIT B-7**

**NOTICE OF DISCONTINUANCE OF ATTACHMENTS TO POLES**

TO:

ADDRESS:

DATE:

This is to notify you that Licensee's Attachments have been removed from the following poles and that billing for those attachments should cease as of the indicated date.

**Pole Identification**

**Date Attachment was  
Removed**

**Date Billing Ceases**

Signed:

COMPANY:

NAME:

TITLE:

TELEPHONE:

eMail:

## EXHIBIT B-8

## APPLICATION FOR SECONDARY POLE ATTACHMENT

TO:

ADDRESS:

DATE:

This is to notify you that Licensee has placed Attachments on the following Secondary Poles and **CERTIFIES** that all requirements of the Agreement have been met: (If no attachments were placed during the month, indicate by entering "None" under the Address of Customer Served.

Address & Meter No. of  
Customer Served

Map No. of Owner's Pole  
Being Attached to or  
Primary Pole Map No.  
that Line takes off from

Date Attachment  
Made

Signed:

COMPANY:

NAME:

TITLE:

TELEPHONE:

eMail:

## EXHIBIT B-8 CONTINUED

TO:

ADDRESS:

DATE

Re: JOB NUMBER:

CERTIFICATION FOR ATTACHMENTS (To be made within thirty (30) days of completion of construction)

I hereby certify that the attachments made under the above Job Number are of sound engineering design and fully comply with the National Electrical Safety Code (NESC), latest edition, Article 3 of the Agreement and the Rules and were constructed substantially as provided in the Make Ready Engineering Plans.

Note: If this is a Certification for a portion of the poles under this Request Number, please list the poles to which this Certification applies and the number of Attachments on each pole being Certified. :

Engineer's Signature

Name

Signature

Title

Registration Number &  
State

Date

**EXHIBIT B-10  
UNAUTHORIZED ATTACHMENTS**

TO:

ADDRESS:

DATE:

This is to notify you that the following Attachments to Owner's poles are Unauthorized and require Licensee's immediate attention. An invoice is attached for the Unauthorized Attachment Discovery Fee and an additional charge, the Unauthorized Attachment Daily Fee, will be incurred until the issue in question is resolved.

Attachment Location

Problem

Signed:

COMPANY:

NAME:

TITLE:

TELEPHONE:

eMail:

**EXHIBIT C  
SCHEDULE OF FEES**

Application Fee    \$15.00    Per pole.

Make Ready        \$        To be provided for Each Permit request based  
Engineering        on level of effort.  
Fee:

**Attachment Fee per Pole**

**Date**

Year 1	\$19.00
Year 2	\$20.00
Year 3	\$21.00
Year 4	\$22.00
Year 5	\$23.00

**Other Fees**

Unauthorized Attachment Discovery Fee	\$150.00
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Unauthorized Attachment Daily Fee	\$5.00
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False Notification Fee	\$1,500.00
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