

Greenville Utilities Commission
POLE ATTACHMENT STANDARDS

Issued Date: April 1, 2021 Effective Date: April 1, 2021



Stakeholders, Management Approval and Document Control

Internal Stakeholders March 1, 2021

Kyle Brown – Electric Planning Engineer

Jacob Swink – Electric Distribution Engineer

Jacob Barnes – Electric Engineer I/II

Ken Wade – Assistant Director of Electric Systems

John Worrell – Director of Electric Systems

Management Approval March 15, 2021

Board Approval March 17, 2021

Revision History

Effective Date	Version Number	Individual Making Edits	Reason/Comments
04/01/2021	1.0	John Worrell	Initial Version

--	--	--	--

Table of Contents

I.	Statement of Purpose	Page 5
II.	General Administrative Provisions	Page 7
	a. Definitions	Page 7
	b. Registration of Entity	Page 14
	c. Execution of Pole Attachment Agreement	Page 15
	d. Specify Type of Attachments	Page 15
	e. Termination of Permit	Page 16
	f. Annual Reporting Requirements	Page 16
	g. Notices	Page 17
	h. Scope of Standards	Page 17
	i. Fees and Charges	Page 20
	j. Claims	Page 22
	k. Compliance with Pole Attachment Standards & GUC Enforcement	Page 24
	l. Conflict Resolution	Page 25
	m. Liability Insurance	Page 26
	n. Indemnification	Page 26
	o. Performance Bond	Page 26
III.	General Technical Provisions	Page 26
	a. Design & Construction Standards & Specifications	Page 26
	b. Pole Modifications and/or Replacements	Page 32
	c. Overlashing	Page 35

d. Inspections and Inventory of Attaching Entity's Facilities	Page 36
e. Unauthorized Occupancy or Access	Page 38
f. Operational Duties and Responsibilities	Page 39
IV. Specifications for Wire Attachments	Page 41
a. Pole Attachment Application Process	Page 41
b. Competitive Provider – Standard Process	Page 41
c. Private Network Process	Page 53
V. Appendices	Page 55
a. GUC Pole Attachment Registration Form	
b. GUC Application for Pole Attachment Permit	
c. GUC Authorization for Make-Ready Work	
d. GUC Specifications for Attachments	
e. GUC Vertical Clearance Requirements	
f. GUC Attachment Clearance Requirements	
g. GUC Pole Loading Requirements	
h. GUC Schedule of Pole Attachment Rates, Fees and Charges	
i. GUC Standard Pole Attachment Agreement	
j. GUC Notice of Dispute Form	

I. STATEMENT OF PURPOSE

Given the increasing and varied demands of pole use by communications providers in the Greenville/Pitt County area, Greenville Utilities Commission (GUC) has established these Pole Attachment Standards (Standards) to govern access to and use of GUC Poles. Applicable to all communications providers and Communications Facilities, these Standards provide for a non-discriminatory, uniform, consistent, and streamlined approach for the access and use of GUC Poles in a manner that will facilitate the delivery of the variety of Communication Services offered today, as well as to assist with speed-to-market processes for future technologies in a manner that is consistent with the safe and reliable operation of GUC Facilities. These Standards will work to ensure that GUC and all communication providers attaching to GUC Poles comply with all applicable laws, standards, regulations, and ordinances.

In adopting these Standards, GUC has attempted to incorporate new and evolving best practices and recommendations that have been developed and endorsed at the national level, such as the Federal Communications Commission's (FCC) recommendations in its National Broadband Plan related to the ability of attaching entities to perform make-ready work by utility-approved and qualified contractors. Consistent with the FCC's rules, the Standards also mirror and incorporate national safety standards and federal requirements, such as those developed by the Occupational Safety and Health Administration (OSHA) that are aimed at ensuring the safety of workers and maintaining a safe work environment. GUC's unique operational experiences and requirements dictate the application of policies, practices, and standards that are sometimes more stringent or different than national standards such as the FCC's pole attachment access rules.

As the FCC noted, Despite this specificity, the introduction to the NESC [National Electric Safety Code] states that the code "is not intended as a design specification or an instruction manual...In addition to operating under federal, state, and local requirements, a utility normally will have its own operating standards that dictate conditions of access. Utilities have developed their own individual standards and incorporated them into pole attachment agreements because industry-wide standards and applicable legal requirements are too general to consider all of the variables that can arise. A utility's individual standards cover not simply its policy with respect to attachments, but all aspects of its business...Particular utility work methods and equipment may require specific separations between attachments and may restrict the height of the poles that a utility will use... The number of variables makes it impossible to identify and account for them all for purposes of prescribing uniform standards

and requirements. Universally accepted codes such as the NESC do not attempt to prescribe specific requirements applicable to each attachment request and neither shall we.

From a holistic perspective, the Standards seek to balance the competing needs and interests of multiple communications providers to access and utilize GUC Poles, while at the same time recognizing that the core purpose and function of these Poles is for GUC's safe and reliable distribution and delivery of electric services to GUC customers. Hence, any use of GUC's Poles must always ensure the continued operational integrity, safety, and reliability of GUC's Facilities, electric services, personnel, and the general public.

These Standards are organized into six parts:

Section I -- Introductory Section

Section II -- General Administrative Provisions

Section III -- General Technical Provisions

Section IV -- Specifications Applicable to Wire Attachments

Section V -- Appendices

Upon their effective date, these Pole Attachment Standards shall be enforceable by GUC at all times upon any entity which attaches its facilities to a GUC-owned Pole regardless of the status of a Pole Attachment Agreement or Application for Permit.

GUC reserves the right to amend these Standards at any time and manner in response to market conditions and as necessary to comply with changes in applicable engineering and/or safety standards or changes in local, state, or federal law. Any such changes will be applied in a non-discriminatory manner with respect to similarly situated entities and facilities.

To the extent that issues arise that have not been contemplated by these Standards, GUC will work with the Attaching Entities to find a solution that effectively addresses the issue consistently with these Standards.

These Standards supersede all prior GUC pole attachment rules and regulations. Amendments to these Standards will become effective following a notice period as provided in this document.

II. GENERAL ADMINISTRATIVE PROVISIONS

A. Definitions

For the purposes of these Standards, the following terms, phrases, words, and their derivations, shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

1. **Affiliate** means, when used in relation to an Attaching Entity, another entity that owns or controls, is owned or controlled by, or is under common ownership or control with the Attaching Entity.
2. **Applicable Engineering Standards** means all applicable engineering and/or safety standards governing the installation, maintenance and operation of facilities and the performance of all work in or around GUC’s Facilities and includes GUC’s clearance standards, the National Electrical Safety Code (NESC), the National Electrical Code (NEC), and any subsequent amendments which relate to the maintenance of proper clearances and related safety issues, the regulations of the Occupational Safety and Health Act (OSHA), applicable regulations of the Federal Communications Commission (FCC), the Environmental Protection Agency (EPA), lawful requirements of Public Authorities, and/or other requirements of GUC that are non-discriminatory to Attaching Entity as compared to all Other Attaching Entities.
3. **Application** means a complete Application for a Permit submitted by an Attaching Entity to GUC for the purpose of requesting consent to install a new Attachment or Overlapping onto a GUC Pole. The maximum number of Poles to be considered on a single Application is one-hundred twenty (120) Poles.
4. **Application Fee** means the non-refundable fee described in Section II.I and Appendix H of these Standards, compensating GUC for the administrative and other work required to process and review an Application.
5. **Application Form** means the form provided in Appendix B which every Attaching Entity is required to submit to GUC, along with all applicable documents, as part of a complete Application in order to request a Permit.
6. **Attaching Entity** means any eligible public or private entity that places an Attachment on a GUC Pole, in accordance with GUC’s applicable requirements, including a Pole Attachment Agreement and these Standards, to provide Communications Service.

7. **Attachment** means (a) each aerial cable together with its associated Messenger cable, guy wire, anchors, and associated hardware, and each amplifier, repeater, receiver, appliance or other device or piece of equipment, whether comprised of steel, aluminum, copper, coaxial, optical fiber, or other media or material utilized to provide Communications Services; and (b) any hardware or equipment identified in Section II.A.16 affixed to a GUC Pole utilizing one foot or less of Communication Space. An Attachment occurs whether Attaching Entity's Communications Facilities are connected to the Pole itself or are supported by an Attachment Arm, bracket, support stand, or other support devices, provided however that Overlapping an existing Permitted Attachment and Service Drops shall not count as separate Attachments. This definition shall not apply to communications wires or facilities installed by GUC for its own internal communications requirements or energy Information Services.
8. **Attachment Arm** means a GUC approved metal or fiberglass bracket used to support attaching wires away from the face of the Pole in order to meet required specifications and standards.
9. **Attachment Connection Fee** means the annual rental payment assessed by GUC to each Attaching Entity determined by multiplying the Attachment Rate by the total number of Permitted Attachments for the Attaching Entity.
10. **Attachment Rate** means the annual rate per Pole determined by GUC.
11. **Cable Services** means the provision of one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service by a cable system.
12. **Certificated Provider** means a competitive service provider of Communications Services, Cable Services, or Video Services that has received a Certificate of Convenience and Necessity, Certificate of Operating Authority, Service Provider Certificate of Operating Authority, or State Issued Certificate of Franchising Authority from the State of North Carolina.
13. **City** means the City of Greenville, North Carolina.
14. **Capacity** means the ability of an existing Pole to accommodate an additional Attachment or Overlap based on Applicable Engineering Standards, including space, design, and loading considerations.
15. **Collection Notice Letter** means a letter of notification produced by the GUC Claims Department itemizing charges owed to GUC because of damages to GUC Facilities

caused by an Attaching Entity, or its contractors, subcontractors, and agents. This letter constitutes GUC's tender for recovery of all costs associated with repairs to the damaged facilities.

16. Communications Facility means a wire or cable facilities including, but not limited to, a fiber optic, copper and/or coaxial cable or wire utilized by an Attaching Entity to provide Communications Services, including any and all associated equipment. A Communications Facility also includes a Messenger or other material, appurtenance, or apparatus of any sort necessary or desirable for use in the provision of an Attaching Entity's Communications Services. A Communication Facility shall not include an antenna or wireless radio transceiver.

17. Communications Services means the provision of service, including but not limited to Telecommunications Services, Cable Services, Video Services, or Information Services over wire or cable facilities utilizing Attachments to Poles. This definition excludes Attachments made by private entities and public organizations, such as schools, universities, and units of local government, that operate private internal networks used for non-commercial communications purposes.

18. Communications Space means the portion of a Pole's usable space designated for the installation of Communications Facilities, the top of which is forty (40) inches below GUC's Neutral or lowest grounded messenger line.

19. Competitive Provider – Area Wide Network Deployment Process means the Application submission and Permit approval process applicable to a Certificated Provider engaged in a broadband network deployment within the GUC service area characterized by an Attaching Entity's submission of Applications to attach or Overlash to Poles that would result in an estimated replacement of eighty (80) or more Poles per month; and the responsibility to prepare Make-Ready Engineering, manage Make-Ready Electrical Construction and Make-Ready Communications Construction, and incur all expenses associated with Make-Ready Work.

20. Competitive Provider – Network Upgrade Process means the Application submission and Permit approval process applicable to a Certificated Provider engaged in a broadband network deployment within the GUC service area; and the responsibility to prepare Make-Ready Engineering, manage Make-Ready Communications Construction, the option to manage Make-Ready Electrical Construction, and incur all expenses associate with Make-Ready Work.

21. Complex Transfer means the transfer or relocation of a third-party Attachment or Overlash onto a GUC Pole that will require cutting and splicing of a Communication Facility resulting in a network and/or customer outage affecting the Attaching Entity that owns the Communication Facility subject to transfer or relocation,

or the transfer or relocation of such an Attached or Overlash Communication Facility located over and across a state or federal highway.

22. GUC Facilities means all personal property and real property owned or controlled by GUC, including Poles.

23. Critical Communications Facility means a Communications Facility that must provide “always on” connectivity for public safety communications or public health operations whose failure would pose a potential imminent threat to public health or safety.

24. Deployment Plan means a document prepared by an Attaching Entity that shall include: (1) footprint of the network buildout illustrated in a map depicting the municipal jurisdiction, or parts thereof, within the GUC service area expected to be covered by the project; (2) overall network deployment schedule and phasing; (3) map of backbone fiber rings routes, if any; (4) description of overall physical plant architecture and design; (5) description of typical Service Drop installations; (6) estimated number of Poles expected to be attached to including a reasonable “ramp-up” and “ramp-down” plan; (7) project and corporate organizational chart for the Attaching Entity; and (8) signature page attesting to the veracity of the Deployment Plan executed by an authorized officer of the Attaching Entity. A Deployment Plan is required under the Competitive Provider – Area Wide Network Deployment Process and the Competitive Provider – Network Upgrade Process.

25. Electrical Space or Supply Space means the upper portion of a Pole reserved for the installation of electric distribution facilities to support existing and planned electric distribution equipment.

26. Emergency means a situation exists which, in the reasonable discretion of GUC or the Attaching Entity, if not remedied immediately, will result in a threat to public safety, a hazardous condition, damage to property or a service outage.

27. Engineer means any licensed professional engineering firm approved by GUC to complete Engineering work on GUC Facilities.

28. Information Services means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing and cable modem service, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

29. Inventory means a complete count of all Attachments, both authorized and Unauthorized Attachments, on GUC-owned Poles in the GUC service territory.

30. Make-Ready Charges means all reasonable administrative, engineering design, construction, inspection, and management charges associated with Make-Ready Work.

31. Make-Ready Communication Construction means that portion of Make-Ready Work associated with construction work requiring access to Communication Facilities within the Communication Space of a Pole, including, but not limited to the movement, transfer, relocation, or modification of an existing Attachment or Overlash; the replacement of a Pole; and all other construction activities necessary to accommodate the installation of a new Attachment or Overlash. Make-Ready Communications Construction shall include, where applicable, the nexus between aerial and underground construction.

32. Make-Ready Electrical Construction means that portion of Make-Ready Work associated with construction work requiring access to GUC Facilities within the Electrical Space or Neutral Space of a Pole, which includes, but is not limited to the movement, transfer, relocation, or modification of GUC electric distribution facilities; the replacement of a Pole; and all other construction activities necessary to accommodate the installation of a new Attachment or Overlash. Make-Ready Electrical Construction shall include, where applicable, the nexus between aerial and underground construction.

33. Make Ready Engineering means that portion of Make-Ready Work associated with the preparation of engineering design documents including but not limited to, the Pre-Construction Survey; the engineering design for Make-Ready Electrical Construction and Make-Ready Communications Construction; and the submission of such design documents to GUC for review, potential modification, and approval. Make-Ready Engineering shall include, where appropriate, the approval of a Professional Engineer, engineering design specifications related to the nexus between aerial and underground construction of Communications Facilities as part of Make-Ready Communications Construction and of electrical distribution facilities as part of Make-Ready Electrical Construction.

34. Make-Ready Work means all work which is required to accommodate an Attaching Entity's Attachment or Overlash onto a Pole in compliance with all Applicable Engineering Standards. Such work includes, but is not limited to, Make-Ready Engineering, Make-Ready Electrical Construction, and Make-Ready Communications Construction, along with Application review, engineering design documents review, engineering work, construction work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), Pole replacement, and the Post-Construction Survey.

35. Messenger means any cable owned by an Attaching Entity extending between Poles which is used as support for a Communications Facility.

- 36. National Electrical Safety Code (NESC)** means the current edition published by the Institute of Electrical and Electronic Engineers (IEEE) as may be amended or supplemented from time-to-time.
- 37. Neutral** means the conductor used to carry unbalanced current. In single-phase systems, the conductor used for a return current path.
- 38. Neutral Space** means that space on a Pole measured from the location of the Neutral to a location forty (40) inches below the Neutral.
- 39. Notice of Dispute Form** means the form that an Attaching Entity must use to dispute GUC's determination of liability associated with a claim for damages caused to GUC Facilities by the Attaching Entity, or its contractors, subcontractors, and agents. This form is provided in Appendix J.
- 40. Occupancy** means the use or specific reservation of Assigned Space for Attachments or Overlash on the same GUC Pole.
- 41. One-Touch Transfer** mean the transfer, relocation, or alteration of third-party Communication Facilities whether conducted by an Attaching Entity or GUC subject to the requirements described in Section IV.B.5.
- 42. Overlash (or Overlashing)** means to place an additional wire or cable Communications Facility onto an existing Attachment or Messenger already secured to the Pole in order to accommodate additional wire or cable Communications Facility capacity.
- 43. Pedestals/Vaults/Enclosures** means above- or below-ground housings that are used to enclose a cable/wire splice, power supplies, amplifiers, and passive devices and/or provide a service connection point and that shall not be attached to GUC Poles.
- 44. Permit** means the written or electronic authorization from GUC approving an Application to make or maintain an Attachment or Overlash to a specific GUC Pole pursuant to the requirements of the Pole Attachment Agreement and these Standards.
- 45. Pole** means an electric distribution system utility pole owned by GUC carrying secondary voltages and/or primary phase to neutral voltages of up to and including 15kV that is capable of supporting Communications Facility Attachments.
- 46. Pole Attachment Agreement (or Agreement)** means an executed agreement between GUC and a Requestor which adopts and incorporates the Standards by reference, and under which the Requestor agrees to abide by the terms and conditions of the Agreement as well as the duties and obligations set out in these Standards as they may be amended from time to time. Such an Agreement shall include additional legal protections and obligations of the parties not specifically related to terms of access to Poles which are covered in the Standards.
- 47. Pole Attachment Standards (or Standards)** means these "GUC Pole Attachment Standards" with an initial effective date of April 1, 2021, and as amended from time to time.
- 48. Post-Construction Inspection** means the survey inspection required by GUC to determine and verify that the Make Ready Electrical Construction, Make Ready Communications

Construction and all other Make-Ready Work, including the installation of an Attachment or Overlash was made in accordance with Applicable Engineering Standards, the Application, and all other Permit requirements.

49. Pre-Construction Survey means the field survey and all other work and operations required by Applicable Engineering Standards to determine the Make-Ready Work necessary to accommodate an Attaching Entity's Communications Facilities onto a Pole. Such work includes, but is not limited to, field inspection and administrative processing. The field survey to be done prior to preparation of Make-Ready Engineering shall be conducted by the Attaching Entity's Engineer or other qualified employee or agent.

50. Registration Form means the initial registration document that must be submitted by a Requestor in order to enter into a Pole Attachment Agreement with GUC, and which must be updated annually by October 31 thereafter or as changes warrant.

51. Requestor means an eligible entity that submits a Registration Form in order to enter into a Pole Attachment Agreement with GUC under which it may submit Applications for Permits to access GUC's Poles for the purpose of installing Attachments or for Overlashing.

52. Reserved Capacity means Capacity or space on a Pole that GUC has identified and reserved for its own GUC core electric utility service requirements, including space for any and all associated internal communications functions that are essential to the proper operations of such core electric utility service, pursuant to reasonable projected need.

53. Riser means metallic or plastic encasement materials supported by metal standoff brackets placed vertically on a Pole to guide and protect communication wires and cables where they transition from overhead to underground or vice-versa.

54. Safety Violation means a violation of the Applicable Engineering Standards which: (a) is reasonably expected to endanger life or property; or (b) poses a potential safety risk to any GUC or Attaching Entity employee or contractor, or to the general public.

55. Service Drop or Non-Guyed Service Drop means a single wired drop installed to provide Communications Service to an individual customer measured from the customer premises to the closest available Pole without requiring any additional anchors or guys to comply with all Applicable Engineering Standards. Service Drops are subject to all terms and conditions of these Standards.

56. Simple Transfer means the transfer, relocation, or alteration of any Attachment or Overlash on an existing Pole or onto a new Pole that does not require cutting and splicing of the Communication Facility subject to such transfer, relocation, or alteration.

57. Tag means to place a distinct marker within twelve inches (12") of a Pole on the wires and cables, coded by number, color, or other means that will readily identify the owner of the Attachment at a Pole as set forth at Appendix K. The Tag shall be consistent with accepted communications industry standards.

58. Telecommunications Services means that definition provided at 47 U.S.C. §153(46), including any revisions to that definition.

59. Tier 1 Revisions means revisions to the GUC Pole Attachment Standards which do not require changes in the collection of field data necessary to prepare an Application for submission.

60. Tier 2 Revisions means revisions to the GUC Pole Attachment Standards which require changes in the collection of field data necessary to prepare an Application for submission.

61. Unauthorized Attachment means any Attachment or Overlash of an Attaching Entity (i) for which the Attaching Entity failed to obtain a Permit; or (ii) which is not in compliance with the requirements of the Permit issued for said Attachment or Overlash. An Attachment installed by an entity that failed to execute a Pole Attachment Agreement or installed after the expiration or termination of a Pole Attachment Agreement shall also be considered an Unauthorized Attachment.

62. Unauthorized Attachment Charge means the charge payable by an Attaching Entity for Unauthorized Attachments as described in Appendix H.

63. Wireless Installation (Under development)

64. Video Services means video programming services provided through wireline facilities located at least in part in the public right-of-way without regard to delivery technology, including Internet protocol technology.

B. Registration of Entity

1. Initial Registration Information. Before executing a Pole Attachment Agreement, a Requestor must submit a Pole Attachment Registration Form, a copy of which is provided in Appendix A, to GUC. The Registration Form must indicate:

- Corporate name of the Requestor;
- Corporate contact information;
- Contact information for a primary liaison and an escalation list of company personnel responsible to respond to any operational requests from GUC;
- Whether the entity holds a certificate from the Public Utility Commission of North Carolina (NCUC); and
- If the entity has been granted a franchise, license agreement, permit or ordinance by the City of Greenville or a suburban city within the GUC service area.

The Requestor shall provide copies of the NCUC certificate and any franchise or license agreements, permits, or ordinances with the Registration Form. GUC shall have no obligation to approve an Application for a Permit within any part of its service area to any Requestor that has not been granted the right to use municipal rights-of-way for the installation of such Attachments.

2. Updates to Registration Information. Pursuant to Section II.F, the Registration Form must be updated and submitted to GUC by December 1 annually or as changes in Attaching Entity's

information warrant. The Attaching Entity has an obligation and duty to maintain the accuracy of the information in the Registration Form at all times.

C. Execution of Pole Attachment Agreement

Every registered Requestor must execute a Pole Attachment Agreement that incorporates these Standards by reference, and GUC must countersign the Pole Attachment Agreement, before submitting an Application. Except as otherwise set out herein, an Application must be submitted in compliance with these Standards for every new Attachment including Overlashing that an Attaching Entity seeks to make to a GUC Pole. GUC's Pole Attachment Application process is described in detail in Section IV of these Standards.

GUC may approve or deny an Application, in whole or in part, for reasons of safety, reliability, or insufficient Capacity that cannot be resolved in a manner consistent with the Applicable Engineering Standards; and subject to the conditions, processes, and timelines outlined in these Standards. The uninterrupted processing of an Attaching Entity's Application is contingent on the timely payment of pole attachment invoices and compliance with the requirements and specifications of these Standards.

The issuance of a Permit is the only means for securing the privilege to make an Attachment to any GUC Poles.

1. Separate Agreements Required for Wired Attachments and Wireless Installations. A wired Attachment may only be attached to GUC Poles pursuant to a Pole Attachment Agreement, and a Wireless Installation may only be attached to GUC Poles pursuant to a separate Wireless Installation Agreement. A Pole Attachment Agreement does not convey any license, claim, or rights to attach Wireless Installations onto any Attachments on GUC Poles by either Overlash or other installation means. Absent a separate agreement for Wireless Installations, Wireless Installations found on GUC Poles or Overlashed mid-span to an Attaching Entity's wired Attachments, shall be considered an Unauthorized Attachment subject to Unauthorized Attachment Charges.

2. Standards Applicable Regardless of Effective Agreement. Upon their effective date, these Standards shall be applicable to all Attachments and related Communication Facilities of an Attaching Entity whether or not the Attaching Entity is party to a valid and existing Pole Attachment Agreement. Any Attachments in place at the time an Agreement expires or terminates, as well as any additional Unauthorized Attachments installed subsequent to such expiration or termination but prior to the execution of a successor Agreement, will be subject to these Standards. Upon execution of a successor Agreement, these Standards will remain in effect and are incorporated into the contractual terms in such successor Agreement. This Section II.C.2, is not intended to supersede, eliminate, or substitute any contractual protections or duties included in such successor Agreement.

D. Specify Type of Attachments

When submitting an Application for Permit, the Attaching Entity must specify whether the Application is for wired Attachments or Wireless Installations. The comingling of wired Attachments and Wireless Installations under one Application is strictly prohibited.

No person or entity is authorized to install an Attachment, Overlash, or Wireless device to a GUC Pole without first executing the appropriate Pole Attachment Agreement or Wireless Agreement, submitting a complete Application, and securing and receiving a Permit for the type of Attachment or installation contemplated.

E. Termination of Permit

- 1. Automatic Termination of Permit.** Any Permit issued pursuant to these Standards shall automatically terminate when the Attaching Entity ceases to have authority to construct and operate its Communications Facilities on public or private property, including federal property, at the location of the particular Pole covered by the Permit.
- 2. Surrender of Permit.** An Attaching Entity may at any time surrender any Permit and remove the corresponding Attachment from the affected Pole; provided, that before commencing any such removal, the Attaching Entity must provide a thirty (30) calendar days advance written notice and sketch to GUC, including the name of the Attaching Entity or other qualified contractor performing such work and the date and time during which such work will be undertaken and completed. All such work is subject to the insurance requirements of the Agreement. No refund of any fees or costs paid to GUC will be made upon removal.

If an Attaching Entity surrenders such Permit pursuant to the provisions of this Section II.E.2, but fails to remove its Attachments from GUC's Facilities within sixty (60) calendar days thereafter; GUC shall have the right to remove the Attachments at the Attaching Entity's expense.

F. Annual Reporting Requirements

As required by Section II.B.2, Attaching Entities must submit an update to the Registration Form by December 1 of each year. Concurrently with submitting the updated Registration Form, the Attaching Entity shall report the following to GUC:

- 1. List of Installations.** The Attaching Entity shall provide a list of specific Poles (by GUC Pole number, if available) on which the Attaching Entity has installed, during the relevant reporting period; including risers and Service Drops, or any other facility for which no Permit was required per Section IV.B.2.b.
- 2. List of Non-Functional Attachments.** The Attaching Entity shall provide a list of all Attachments or other installations that have either become non-functional, surrendered, or for which the Attaching Entity is no longer paying the annual Pole Connection Fee during the relevant reporting period. The report shall identify the specific Pole (by GUC Pole number, if available) on which the nonfunctional Attachment or installation is located and provide a description of the nonfunctional equipment.
- 3. Removed Equipment.** The Attaching Entity shall provide a list of any equipment removed (and not replaced by substantially similar equipment) from specific Poles (by GUC Pole number, if available) during the relevant reporting period. The report shall identify the Pole from which the equipment was removed, a description of the removed equipment, and indicate the approximate date of removal.

4. **Emergency Contact.** The Attaching Entity shall provide an update to the emergency contact information required by the Pole Attachment Agreement.

5. **Failure to Report.** Failure of an Attaching Entity to provide GUC the updated Registration Form and the annual information required by this Section II.F within thirty (30) calendar days following issuance of written notice by GUC shall result in GUC suspending all work on the Attaching Entity's Applications which may be in process or may be submitted after the suspension date. Within three (3) business days of GUC receiving the updated Registration Form, GUC shall resume processing the Attaching Entity's Applications in the order that they were initially received by GUC.

G. Notices

1. **Notice of Revisions to the Pole Attachment Standards.** GUC shall publish any proposed revisions to these Standards on the GUC public website (www.guc.com/poleattachments). GUC shall also send electronic notice to the primary contact and email address for each Attaching Entity provided in the annual Registration Form, as described in Section II.B. GUC is under no obligation to contact anyone other than the primary contact provided with regard to Notice under this Section II.G. GUC shall enforce and an Attaching Entity shall adhere to the revised Standards for new Applications on their effective date. Notwithstanding the previous sentence, no revisions to the Applicable Engineering Standards shall be retroactive to existing Permitted Attachments and/or Overlashings, unless required by city, county, state, or federal law or if the Attachment is modified. If an Attachment is modified, including without limitation moved or Overlashed, the Attachment shall immediately become subject to the Standards then in effect. Any amendment to the Standards shall apply to an Application submitted on or after the amendment becomes effective as per the schedule below:

a) **Tier 1 Revisions.** GUC shall publish Tier 1 Revisions forty-five (45) calendar days prior to their effective date.

b) **Tier 2 Revisions.** GUC shall publish Tier 2 Revisions ninety (90) calendar days prior to their effective date.

H. Scope of Standards

1. **Grant of Permit.** The issuance of a Permit by GUC authorizing the placement of an Attachment or Overlashing on a Pole, pursuant to the provisions of these Standards, will operate to grant the Attaching Entity a revocable, nonexclusive license to install and maintain an Attachment or Overlash on a specific Pole. The grant of a Permit entitles the Attaching Entity to the quiet enjoyment of its Attachments or Overlashings, subject to all requirements of these Standards, including the procedures for the transfer or relocation of Attachments or Overlashings.

2. **Parties Duties and Obligations under Standards.** These Standards set out the duties and obligations of GUC and an Attaching Entity regarding the processing of an Application, issuance of a Permit, compliance with Applicable Engineering Standards, and administration of an Attachment on a Pole during the entire lifecycle of the Attachment and/or Overlashing.

- 3. Permit Issuance Conditions.** GUC will issue a Permit to an Attaching Entity when there is sufficient Capacity to accommodate the requested Attachment and the corresponding Application complies with all Applicable Engineering Standards. GUC may deny a Permit on a nondiscriminatory basis where there is insufficient Capacity or for reasons of safety, reliability, or as set forth in the Applicable Engineering Standards. GUC shall provide the specific nondiscriminatory reasons for denial of an Application in writing with the rejected Application.
- 4. No Interest in Property.** No use, however lengthy, of any GUC Facilities, and no payment of any fees or charges required under these Standards, shall create or vest in an Attaching Entity any easement or other ownership or property right of any nature in any portion of such GUC Facilities.
- 5. Non-Exclusivity.** A Permit granted to an Attaching Entity under these Standards is non-exclusive and shall have no effect or take legal precedence over any Permit, rights, or other privileges granted by GUC to any other entity to use a GUC Pole.

 - a) No Attaching Entity is entitled to reserve or schedule space on a Pole, other than space on a Pole for which a Permit has been granted.
 - b) An approved Permit is always subject to GUC's right to provide core electric utility services, including any and all internal Communications Service essential to the proper operations of such core electric utility services, using its Poles.
- 6. GUC's Rights over Poles.** The granting of a Permit does not in any way limit GUC's right to locate, install, operate, maintain, relocate and/or remove its Poles in the manner and at the time that will best enable it to fulfill its core electric service requirements.
- 7. Restoration of GUC Service.** GUC's service restoration requirements shall take precedence over any and all work operations of any Attaching Entity on GUC's Poles. GUC may relocate, replace, or remove an Attaching Entity's Attachments, transfer them to substituted Poles or perform any other work in connection with such Attachments that GUC deems necessary in order to restore electrical service safely and efficiently. GUC shall not be liable to the Attaching Entity for any actions GUC takes pursuant to this Section II.H.7. The affected Attaching Entity shall reimburse GUC for the expenses that GUC incurs relating to such work within thirty (30) calendar days of the date GUC issues an invoice for such work.
- 8. Permitted Uses.** All Attaching Entities shall be permitted to use an approved Attachment only for the purpose of providing Communications Services. An Attaching Entity is not permitted to install an Attachment on behalf of any other party, sublease an Attachment to any other party, or Overlash Communications Facilities or any wireless devices belonging to a third-party, regardless of whether the third-party is an Affiliate of an Attaching Entity, unless both the Attaching Entity and the third party have both registered and executed a Pole Attachment Agreement with GUC. Any use of an Attachment other than as specified herein, shall be considered an Unauthorized Attachment subjecting the noncompliant Attaching Entity to Enforcement Action by GUC, including:

 - a) Suspension of the processing of any further Applications submitted by the Attaching Entity pending resolution of the unauthorized use;

- b) Revocation of previously granted Permits; and
- c) Potential contractual claims under the Pole Attachment Agreement.

9. Expansion of Capacity. GUC will expand Pole Capacity, at an Attaching Entity's expense, when necessary to accommodate an additional Attachment approved pursuant to the issuance of a Permit, and when consistent with local governmental land use requirements of general applicability and Applicable Engineering Standards. Notwithstanding the foregoing sentence, GUC is under no obligation to install, retain, extend, or maintain any Pole system for use when such Pole system is not needed for GUC's core service requirements.

10. Reserved Capacity. At the time that GUC receives an Application, GUC, to the extent known at that time by GUC, may communicate to the requesting Attaching Entity, GUC's obligation to reserve space on a Pole as Reserved Capacity for its own future use in accordance with a *bona fide* electric system expansion or improvement plan that reasonably and specifically projects a need for that space for the provision of its core electric utility services, including any and all associated internal communications. Reserved Capacity shall be made available for use by an Attaching Entity consistent with these Standards and this Section II.H.10 until GUC has a need for such Reserved Capacity.

- a) GUC may reclaim the Reserved Capacity if required for GUC's use at such time by giving the Attaching Entity at least one hundred twenty (120) calendar days advance notice. GUC shall give the Attaching Entity the option to remove its Attachments from the affected Poles or to pay for the cost of any Make-Ready Work needed to expand Capacity so that the Attaching Entity may maintain its Attachments on the affected Poles as provided in Section II.H.10.b below.
- b) GUC may require an Attaching Entity to remove its Attachments from the affected Poles if the Attaching Entity does not opt to pay for the cost of Make-Ready Work needed to expand capacity within one hundred twenty (120) calendar days of GUC issuing notice that GUC requires use of the Reserved Capacity. GUC may remove the Attachments if the Attaching Entity fails to remove them from the affected Poles within one hundred twenty (120) calendar days of GUC issuing notice that GUC requires use of the Reserved Capacity. GUC shall invoice the affected Attaching Entity for the actual cost that GUC incurs for such removal, and the Attaching Entity shall pay such invoice no later than thirty (30) calendar days following issuance of invoice.
- c) If GUC reclaims Reserved Capacity for which an Attaching Entity has received a Permit and paid for Make-Ready Work, where the Make-Ready Work consisted of moving GUC's neutral conductor up on the existing Pole to allow the Attaching Entity's use of Reserved Capacity, but the installation of the Attachment is not complete, GUC shall refund all payments made by the Attaching Entity for the Application Fee and Make-Ready Work on the affected Pole.

11. Authorization for Use of One-Touch Transfer Process. All Attaching Entities with Attachments and/or Overlashings on GUC Poles shall be subject to the Simple Transfer and/or rearrangement of their Attachments and/or Overlashings pursuant to the One-Touch Transfer

Process described in Section IV.B.5, provided that any such transfer or rearrangement is consistent with all Applicable Engineering Standards and does not entail a network or customer service interruption or diminishment of service. All Attaching Entities are entitled to utilize the One-Touch Transfer Process in installing their own Attachments and/or Overlashings, provided that the requirements of Section IV.B.5 and Section IV.B.6 are followed.

I. Fees and Charges

1. General. All Attaching Entities shall be subject to the GUC Schedule of Pole Attachment Rates, Fees, and Charges as specified in Appendix H, as may be amended, and shall comply with the terms and conditions specified herein.

- a) Wherever GUC is required to perform any work, GUC, at its sole discretion, may utilize its employees or contractors, or any combination of the two to perform such work.
- b) Wherever an Attaching Entity is required to pay for such work done or contracted by GUC; the charge for such work shall include all reasonable material, labor, travel, engineering, administrative, and applicable overhead costs, other than those costs compensated by payment of the Application Fee or the Annual Attachment Connection Fee.
- c) No rates, fees, and/or charges specified in Appendix H shall be refunded on account of any surrender of a Permit.
- d) All Attaching Entities shall pay GUC in accordance with the terms of this Section II.I and Appendix H.
- e) If GUC does not receive payment from an Attaching Entity for any amounts owed within thirty (30) calendar days after issuance of invoice, the Attaching Entity shall pay in addition to the initial amount, interest to GUC at the rate of three percent (3%) simple interest per month on the amount due beginning from the first of the month following the thirty (30) calendar days until the payment is made. Should payment not be received within sixty (60) days following the due date, GUC shall suspend the processing of Applications until payment is paid in full.
- f) Nonpayment of a non-disputed amount invoiced by GUC and due beyond ninety (90) days shall subject an Attaching Entity to enforcement action, including but not limited to:
 - (i) Suspension of the processing of any further Applications submitted by the non-compliant Attaching Entity pending receipt of payment;
 - (ii) Potential contractual claims; and
 - (iii) Termination of the Pole Attachment Agreement.
- g) If an Attaching Entity pays any amount under protest, such Attaching Entity shall make payment consistent with the timeframe required by these Standards, shall designate payment as "PAID UNDER PROTEST," and shall provide a detailed

explanation of its legal basis for its protest. Failure to contest or otherwise dispute an invoice within thirty (30) calendar days of receipt shall be deemed to be acceptance by the Attaching Entity.

2. Application Fee.

- a) Each Attaching Entity shall be invoiced an Application Fee to compensate GUC for the cost of administrative and other work required to manage the Pole Application process that not directly reimbursed by an Attaching Entity or not otherwise covered by the annual Attachment Connection Fee. The Application Fee, set forth in Appendix H, will be invoiced in the month following the receipt of the Application by GUC. Failure of the Attaching Entity to pay the Application Fee within thirty (30) calendar days following issuance of the invoice will cause the Application to be deemed incomplete; resulting in GUC to discontinue the processing of the Application and/or subsequent Applications; and/or to revoke the Permits issued under the Application until the Application Fee is received by GUC.
- b) Attaching Entity shall reimburse GUC for its actual costs to complete the Application Process described in Section IV. GUC shall invoice each Attaching Entity for the work completed on its Applications on a monthly basis. Failure to pay this Application process invoice within thirty (30) calendar days following issuance of invoice will result in GUC discontinuing the processing of the Application and/or subsequent Applications; and/or to revoke the Permits issued under this Application until all amounts invoiced under this Application are received by GUC.
- c) If an Application is submitted by an Attaching Entity and then is subsequently cancelled by the same party, the Attaching Entity shall forfeit all Application Fees submitted with the cancelled Applications. The Attaching Entity shall also reimburse GUC for the costs incurred by GUC up to the date of cancellation.

3. Advance Payment for Make-Ready Work. All Attaching Entities will be responsible for payment in advance to GUC for all authorized Make-Ready Work performed by GUC or its contractors that is required to accommodate an Attaching Entity's Attachments or Overlashings. GUC shall provide an invoice and request authorization for the Make-Ready Work by submitting to the Attaching Entity the completed form provided in Appendix C. If approved by the Attaching Entity, The Attaching Entity shall pay GUC pursuant to the terms of the GUC Appendix C and Section II.I.1 for such work. GUC will not begin any Make-Ready Work to be performed by GUC or its contractors until it receives the advance payment.

4. Annual Attachment Connection Fee. GUC shall invoice the annual Attachment Connection Fee to each Attaching Entity no later than January 1 of each year. The invoice shall set forth the total number of Attachments on GUC Poles on which the Attaching Entity was issued and/or holds corresponding Permits for Attachments as of December 1 of the then-current rental year multiplied by the Attachment Rate. The Attaching Entity shall pay each such invoice as specified in Section II.I.1. Failure to make timely payment of invoice in full will result in the suspension of processing any further Applications submitted by the Attaching Entity pending receipt of payment.

- a) The Attachment Rate shall be calculated by GUC on an annual basis.
- b) Upon approval of Permit Application, GUC shall invoice a prorated fee to reflect the number of months remaining within the calendar year with any partial month classified as a full month.
- c) The formula utilized to calculate the Attachment Rate is provided in Appendix H.
- d) GUC will make available on its Pole Attachment webpage relevant information and inputs required for calculating the Attachment Rate.

5. Unauthorized Attachment Charge. The installation of Unauthorized Attachments or Overlashings on GUC Poles poses an increased risk to GUC personnel, the public, and legitimate Attachments or Overlashings. GUC will provide notice of any identified Unauthorized Attachments promptly upon discovery. Such notice shall include the specific location of the Unauthorized Attachment or Overlapping (including GUC Pole number) and the type of Attachment or Overlapping. An Attaching Entity may dispute GUC's determination by providing the Attachment's Permit or approved Application from GUC within thirty (30) calendar days of GUC's issuance of notice. GUC will invoice any Unauthorized Attachment or Overlapping identified by the terms and conditions of this Section II.I.5, Section III.E, and Appendix H. Any Unauthorized Attachment Charges shall be paid within thirty (30) calendar days upon issuance of invoice.

6. Other. GUC may invoice other fees or penalties pursuant to the Pole Attachment Agreement, these Standards, and Appendix H.

J. Claims

1. Claims for Damages to GUC Facilities

The GUC Electric Engineering shall be responsible for investigating and resolving claims for damages to GUC Facilities caused by a third party, including an Attaching Entity, or its contractors, subcontractors, and agents.

- a) An Attaching Entity shall be responsible for immediately notifying GUC of any damages to GUC Facilities resulting from the Attaching Entity's construction activities, including the activities of its contractors, subcontractors, or agents.
- b) In the event GUC Facilities are damaged by an Attaching Entity, or its contractors, subcontractors, or agents, the GUC Electric Engineering will tender to the Attaching Entity at fault a third-party claim for damages.
- c) The Attaching Entity is responsible for making GUC whole and for reimbursing all third-party claims associated with damages to GUC Facilities resulting from the installation, operation, maintenance, transfer, relocation, or removal of an Attachment or Overlash, whether caused by the Attaching Entity, or its contractors, subcontractors, and agents.

2. Upon Receipt of Claim.

Upon receiving notification of damages to GUC Facilities, whether by the Attaching Entity or from another source, a claims file will be opened and a GUC Engineer will be assigned to the file. The Attaching Entity will be timely notified of the claim for damages to GUC Facilities and will be advised that an internal investigation has commenced and will be provided with a preliminary assessment of the damages to GUC Facilities.

Once a determination of liability is made regarding the claims for damage to GUC Facilities, GUC will notify the Attaching Entity in writing and provide a Collection Notice Letter stating the amount of damages owed to GUC, and the Attaching Entity will have an opportunity to respond.

3. Dispute of Claim.

In the event liability is disputed for a claim of damages to GUC Facilities, the Attaching Entity must submit a Notice of Dispute Form, a copy of which is provided as Appendix J, to the GUC within five (5) business days of receiving GUC's tender explaining the reason for the disputing liability and providing documentary support for the dispute. Dispute of claim shall not be capricious, nor will assumption of responsibility be unreasonably withheld.

An Attaching Entity may conduct its own independent investigation of any claims for damage to GUC Facilities. GUC shall cooperate with the Attaching Entity's claims investigator. GUC shall consider the findings of the Attaching Entity's investigation provided that the investigation is completed within forty-five (45) calendar days of the Attaching Entity submitting to GUC a Notice of Dispute Form.

GUC will notify the Attaching Entity of the final determination of liability within thirty (30) calendar days.

4. Payment of Claims.

In the event the final determination is one of liability on the part of the Attaching Entity, GUC will send a Collections Notice Letter. Upon receipt of the Collections Notice Letter, the Attaching Entity must remit payment with twenty (20) calendar days to the following address:

Greenville Utilities Commission
Accounts Receivable
PO Box 1847
Greenville, NC 27835

The correspondence accompanying payment must include the GUC claims number associated with the file.

5. Failure to Pay Claims.

Failure to timely pay a non-disputed claim or otherwise follow these claim procedures shall constitute violation of these Standards and will result in the suspension of any existing Applications and rejection of any future Applications submitted by the Attaching Entity until such time as the claim has been satisfied and closed.

If a non-disputed payment is not timely received, GUC will seek reimbursement under the Attaching Entity's performance bond.

GUC reserves the right to refer collection on any unpaid outstanding claims to a collection's agency and/or legal counsel.

K. Compliance with Pole Attachment Standards & GUC Enforcement

1. Expectation of Compliance. Pursuant to the Pole Attachment Agreement, GUC expects each Attaching Entity to fully comply with the terms and conditions set forth in these Standards as a condition to receive a Permit from GUC.

2. Enforcement of Standards. Pursuant to the Pole Attachment Agreement, GUC reserves all rights available to GUC under these Standards or the Pole Attachment Agreement to enforce compliance with these Standards in a nondiscriminatory manner by all Attaching Entities. Further, GUC will enforce these Standards in a non-discriminatory manner on any Attaching Entity regardless of the status of a Pole Attachment Agreement with GUC.

3. Safety Violations. If during an Inspection or otherwise, GUC determines that one or more of an Attaching Entity's Attachments, or any part thereof, are installed, used, or maintained creates a Safety Violation; GUC shall promptly notify the Attaching Entity of the Safety Violation. The Attaching Entity shall correct the Safety Violation as soon as possible, but no later than sixty (60) days from GUC's notice.

Following GUC's verification the Safety Violation has been cured, GUC shall provide the Attaching Entity notice of a Safety Violation Assessment as provided in Appendix H for each Safety Violation(s) noted. The Attaching Entity may dispute responsibility for such Safety Violation Assessment within fifteen (15) calendar days of GUC's issuance of notice. GUC and the Attaching Entity shall meet within fifteen (15) days of GUC receiving the notice of dispute to review all relevant facts and work to an agreement on the question of responsibility of the Safety Violation. GUC will provide its determination of responsibility within ten (10) days of the determination meeting. GUC shall determine either the Attaching Entity was at fault and the Attaching Entity shall be responsible for the appropriate Safety Violation Assessment or the Attaching Entity is not at fault whereby, GUC will strive to determine the responsible party.

Should GUC determine the Attaching Entity to be at fault or the Attaching Entity fails to dispute the Safety Violation Assessment within the fifteen (15) days of notice; and the Attaching Entity fails pay in a timely manner the Safety Violation Assessment within thirty (30) calendar days from receipt of invoice, the following enforcement measures shall take place:

a) GUC will stop processing Applications submitted by the noncompliant Attaching Entity for future Attachment Permits.

b) GUC may correct said conditions. GUC will attempt to notify the non-compliant Attaching Entity in writing prior to performing such work whenever practicable. Should GUC determine such violation(s) pose an Emergency, interfere with the performance of GUC's service obligations, or pose an immediate threat to the physical integrity of GUC Facilities, GUC may perform such work and/or take such action as it deems necessary without first giving written notice to the Attaching Entity. As soon as practicable thereafter, GUC will advise the Attaching

Entity of the work performed or the action taken. The Attaching Entity shall be responsible for all costs incurred by GUC in taking action pursuant to this Section II.K. GUC will facilitate the resolution of responsibility for violations if multiple Attaching Entities are on the same Pole.

c) GUC will impose a ten percent (10%) surcharge on its costs of conducting any work to correct or remedy a violation by an Attaching Entity where the Attaching Entity has not corrected such conditions in a timely manner.

4. Failure to Enforce. Failure of GUC to take action to enforce compliance with any of the terms and conditions of these Standards shall not constitute a waiver or relinquishment of any term or condition of these Standards, but the same shall be and remain at all times in full force and effect until terminated, in accordance with these Standards or the Pole Attachment Agreement.

L. Conflict Resolution

Conflicts, both informal and formal, identified between GUC and an Attaching Entity arising from and/or related to technical interpretations and/or day-to-day administration of these Standards shall comply with this Section II.L.

1. Informal Conflict Resolution. Conflicts identified between GUC and an Attaching Entity arising from and/or related to technical interpretations and/or day to-day administration of these Standards shall be submitted via electronic mail and will comply with this Section II.L.1. The party initiating the conflict notice shall (1) provide a specific detailed description of the conflict including any previous efforts to remedy the conflict, and (2) call for progressive management involvement in the resolution process. Both GUC and the Attaching Entity shall use their best efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places at each of the following successive management levels, each of which will have a period of allotted time as specified below in which to attempt to resolve the conflict:

- a) Successive Management Levels (for GUC).
 - (i) First Level: GUC Service Area Engineering Assistant – 5 business days.
 - (ii) Second Level: Electric Planning Engineer – 5 business days.
 - (iii) Third Level: Director of Electric Systems – 10 business days.
- b) The allotted time for the first level of resolution process will begin on the next business day following the submission of the electronic mail of the conflict by the submitting party. If a resolution is not achieved at any given management level at the end of their allotted time, then the allotted time for the negotiators at the next management level will begin on the next business day unless the Parties agree otherwise.
- c) If a resolution is not achieved at the final management level within their allotted time at the operation level, then either party is directed to follow the Dispute

Resolution process and defined in the Pole Attachment Agreement, for further escalation.

2. Formal Process. Where these Standards provide GUC with the authority to determine whether an Attaching Entity or its Attachments are in violation of any Applicable Engineering Standard or of any provision of these Standards, GUC shall provide the Attaching Entity with written notice of its investigation into such matters. Such notice shall be provided no fewer than fifteen (15) calendar days prior to the day GUC intends to make a final determination and shall include all information in GUC's possession or control relevant to its investigation and determination. In cases of Emergency or in other cases in which the notice time periods set forth in this Section II.L.2 is not feasible, GUC shall endeavor to provide the Attaching Entity with as much advance notice of its investigation as possible. Attaching Entity may provide additional information to GUC relevant to the determination within ten (10) calendar days of GUC issuing written notice of its investigation. In the event Attaching Entity provides information that indicates that GUC incorrectly determined that the Attaching Entity was in violation of any Applicable Engineering Standard or any provision of these Standards, GUC shall promptly restore the Attaching Entity to the position it held prior to the determination.

M. Liability Insurance

GUC shall require the Liability Insurance as described in the Pole Attachment Agreement in addition to the requirements of Section III.D.4.

N. Indemnification

GUC shall require the Indemnification as described in the Pole Attachment Agreement in addition to those indemnification provisions provided in these Standards.

O. Performance Bond

GUC shall require Attaching Entity to secure and maintain a Performance Bond as described in the Pole Attachment Agreement.

III. GENERAL TECHNICAL PROVISIONS

A. Design & Construction Standards & Specifications

1. Professional Engineer. An Attaching Entity shall utilize a licensed Professional Engineer to undertake and complete the engineering design and pole loading analyses required in completing an Application for Permit as described in Section IV. For the purposes of these Standards, an Engineer shall include engineering employees or contractors with a valid state of North Carolina professional engineering license in good standing. All Engineers considered by the Attaching Entity must be approved by GUC before undertaking any engineering work on behalf of the Attaching Entity. GUC approval shall not be unreasonably withheld, conditioned, or delayed.

The Attaching Entity's Engineer shall adhere to all Applicable Engineering Standards and requirements of GUC. Failure to comply with such standards and requirements may result in GUC retracting its approval of the Engineer. If GUC reasonably determines that non-compliance

by the Engineer resulted in substandard work, the Attaching Entity shall be required to remedy all work conducted by the Engineer that does not comply with the Applicable Engineering Standards and any other requirements of GUC at the sole expense of the Attaching Entity.

2. Contractors. All work, with the exception of One-Touch Simple Transfers, performed on GUC Facilities on behalf of an Attaching Entity pursuant to a Permit shall be done by its own employees, contractors, or subcontractors approved by GUC, which approval shall not be unreasonably withheld, delayed, or conditioned. One-Touch Simple Transfers shall only be undertaken by contractors certified and approved by GUC for such work pursuant to Section IV.B.5.b. All employees, contractors, and subcontractors utilized by the Attaching Entity shall be subject to the same standards of conduct and behavior as GUC applies to its own contractors and employees, as set forth in Appendix M and Appendix N, which GUC may reasonably revise upon thirty (30) calendar days' notice. Failure of any employee, contractor, or subcontractor of the Attaching Entity to adhere to and comply with such GUC standards and requirements may result in GUC retracting its approval of the employee, contractor, or subcontractor to perform work of any kind on GUC Facilities.

The Attaching Entity shall bear full responsibility for ensuring its employees, agents, contractors, and subcontractors are in full compliance with the requirements of these Standards. An Attaching Entity may be required to remedy all work, conducted by either its employees, contractor, or subcontractor that does not comply with the Applicable Engineering Standards and other construction standards and requirements of GUC. GUC reserves the right to halt all work undertaken by the Attaching Entity or its contractors/subcontractors that in GUC's sole discretion is deemed unsafe or undertaken contrary to GUC standards and requirements.

3. Right to Review. GUC contemplates relying upon the Attaching Entity's engineering/field evaluation reports in connection with any Application submitted by the Attaching Entity. Nonetheless, GUC reserves the right to perform its own (either by GUC employees or contractors) engineering and field evaluation or verification as appropriate or necessary. The costs for GUC to undertake such additional engineering and field evaluation shall be paid by the Attaching Entity pursuant to Section IV and Section II.1.2.

4. Installation/Maintenance of Communications Facilities. All Attaching Entities shall be responsible for the installation and maintenance of their Communications Facilities in accordance with the requirements and specifications of Appendices D through G, Appendix K, and Appendix O. An Attaching Entity shall at its own expense make and maintain its Attachments or Overlashings in a safe and workmanlike manner and keep in good repair and condition in accordance with all Applicable Engineering Standards. Notwithstanding the foregoing, Attachments or Overlashings which complied with the Applicable Engineering Standards when originally installed may be operated in place until rebuild, repair, relocation, or other such changes provide an opportunity to upgrade to new requirements and standards applicable at the time of the rebuild, repair, relocation or other such change; provided that changes in Applicable Engineering Standards allow for such grandfathering of pre-existing Attachments or Overlashings.

a) Protective Equipment. The Attaching Entity, its employees, and contractors, shall install and utilize adequate protective equipment to ensure the safety of people and facilities. The Attaching Entity shall install, at its own expense, protective devices designed to handle the voltage and current impressed on its Communications Facilities in the event of a contact or proximity with a supply conductor. GUC shall not be liable for any actual or consequential damages to the Attaching Entity's Communication Facilities or attaching Entity's customers' facilities resulting from such contact with the supply conductor.

5. Conflicts within the Standards. If there exists a difference or conflict in the Applicable Engineering Standards, the following rules will apply: (i) if one Applicable Engineering Standard is more stringent than the other, the more stringent shall apply; (ii) if one of the conflicting specifications, regulations, or practices is not more stringent than the other, the specification, regulation, or practice of the National Electrical Safety Code (NESC) will apply; or (iii) if the conflict cannot be resolved under the first two rules, GUC will determine in good faith which specification, regulation, or practice shall apply, with safety concerns given the highest priority in such determination, subject to the Conflict Resolution procedures outlined in Section II.L.1. An Attaching Entity shall not be penalized in any manner for non-compliance with conflicting standards that are resolved pursuant to subpart (iii) of this Section III.A.5 provided the Attaching Entity identified the potential conflict to GUC in writing before construction of the Attachment or Overlash began.

6. Request Waiver. An Attaching Entity may request a waiver of specific items of the Applicable Engineering Standards by making such request in writing to be included on the Application Form at the time of Application submission. The request must specifically identify the Applicable Engineering Standard requested to be waived, justification for requesting the granting of the waiver, and the proposed solution as a result of the waiver. GUC shall notify the Attaching Entity in writing within seven (7) calendar days of receiving the waiver request. GUC will not grant any request which in the sole opinion of GUC will result in a violation of the NESC or other applicable federal, state, or local law, regulation, or ordinance.

7. Tagging. Each Attaching Entity Shall Tag all their Attachments and/or Overlashings as specified in Appendix K and/or applicable federal, state, and local regulations in effect at the time of installation.

a) Found Untagged Attachments or Overlashings. Should GUC discover that an Attaching Entity has Attachments and/or Overlashings that are untagged, excluding Service Drops, equal to or exceeding five percent (5%) of its total Attachments, the Attaching Entity at GUC's request, shall provide a written plan (Tagging Plan) to Tag the Attachments and/or Overlashings consistent with completing the tagging of all untagged Attachments and/or Overlashings within the eighteen (18) month period following GUC's written request for a Tagging Plan. Failure of an Attaching Entity to provide proper tagging of its new Attachments and/or Overlapping or failure to undertake in good faith its Tagging Plan shall be considered a violation of the Applicable Engineering Standards.

- b) Investigation of Untagged Attachments and/or Overlashings. In the event any Attachment and/or Overlash is untagged and GUC must determine the owner's identity in order to address the repair or maintenance of a GUC Facility where GUC cannot undertake such repair or maintenance absent the removal or transfer of such Attachment and/or Overlash; GUC will undertake the following protocol:
- (i) A thirty (30) minute reasonable effort to determine the owner of the untagged Attachment at no cost to the Attaching Entity; then
 - (ii) Provided the initial thirty (30) minute effort is unsuccessful, GUC shall continue with its search until ownership is determined. GUC shall bill and the non-compliant Attaching Entity shall pay GUC at the Tracing Line Ownership rate set forth at Appendix H for the time required to determine the Attachment's ownership.

8. Physical Interference with GUC Facilities. An Attaching Entity shall not allow its Communications Facilities to impede, impair or interfere with the installation, placement, and/or operation of any GUC Facilities. An Attaching Entity whose Communications Facilities, or any part thereof, impede, impair, or interfere with any GUC Facilities shall correct such condition within sixty (60) calendar days from receipt of written notice of such impairment from GUC. Failure to timely correct such condition will result in GUC, at its option, taking all necessary steps to correct said condition at

Attaching Entity's expense. GUC will attempt to notify the non-compliant Attaching Entity in writing prior to performing such work whenever practicable.

In situations where GUC determines that an Attaching Entity's impairment or interference condition poses a potential Emergency situation, GUC may perform such work and/or take such action as it deems necessary to eliminate the potential Emergency situation without first giving written notice to the Attaching Entity. As soon as practicable thereafter, GUC will advise the noncompliant Attaching Entity of the work performed or the action taken. The nonconforming Attaching Entity shall be responsible for all costs incurred by GUC in acting pursuant to this Section III.A.8.

If an Attaching Entity continues to allow its Communications Facilities to interfere with the operation of any GUC Facilities after the initial sixty (60) calendar day correction period, the Attaching Entity shall be subject to enforcement action, including but not limited to:

- i. Suspension of the processing any further Applications, by the Attaching Entity, pending resolution of such interference; and
- ii. Potential contractual claims.

An Attaching Entity shall not be responsible for interference with future installations by other Attaching Entities, provided that the Attaching Entity's prior Attachments comply with all Applicable Engineering Standards and the requirements of these Standards at the time of the initial installation, unless otherwise required by applicable federal, state, or local laws. Where GUC needs to add to or modify GUC Facilities in a case other than remedying a non-compliant

condition caused by an Attaching Entity, and where that action would require the replacement of a Pole, GUC and all affected Attaching Entities shall be responsible for their own cost of transferring their Attachments. GUC will be responsible for the cost of the Pole replacement.

9. Performance Interference. To the extent an Attaching Entity identifies any interference with its Communications Services impacting its customers that may or may not be related to GUC Facilities, the Attaching Entity shall not identify GUC to its customers as the source of such interference absent a test report verifying the source and prior notice to GUC of the report's findings. The Attaching Entity shall cooperate with GUC to investigate the source of any such signal interference and shall conduct a test verifying the source of such interference at GUC's request at the Attaching Entity's expense. The test equipment used for verifying the source of interference must be calibrated to the standards provided by the National Institute of Standards and Technology or any similar, mutually agreeable standards organization. In the event such testing provides conclusive evidence that GUC Facilities are the source of such interference, GUC shall reimburse the Attaching Entity for the reasonable expense of the testing and will work with Attaching Entity to find a reasonable mitigation of the interference that does not impose undue burdens on GUC's ability to provide electric service.

10. Enclosures. Except as to Attaching Entity's facilities located on Attaching Entity's private property and/or easements, no Attaching Entity shall place new pedestals, vaults and/or other enclosures on or within four (4) feet of any Pole or other GUC Facilities without GUC's prior written permission. The Attaching Entity shall specifically identify this request in its Application for Permit submittal. If permission is granted by GUC, all such installations shall be in compliance with the specifications and drawings provided in Appendix D and Appendix E or other Applicable Engineering Standards. An Attaching Entity may retain any pedestals, vaults and/or other enclosures located within four (4) feet of any Pole or other GUC Facilities that are in place on the effective date of these Standards or result as part of a future Pole replacements, provided the Attaching Entity complies with any and all directives issued by GUC before the effective date of these Standards regarding such enclosures.

11. Vegetation Management. Attaching Entities shall be responsible for performing, or causing the performance of, all tree trimming and other vegetation management necessary for the safe and reliable installation, use, and maintenance of their Attachments and/or Overlashings, and to avoid stress on Poles caused by contact between tree limbs and the Attaching Entities' Attachments and/or Overlashings.

All tree trimming shall be performed in accordance with OSHA regulations and local municipal ordinances as may be amended from time to time. Attaching Entities shall use qualified tree trimming contractors approved by GUC who shall adhere to industry and local municipal ordinances tree trimming standards and requirements. Failure of the tree trimming contractor to adhere to and comply with such standards and requirements may result in GUC retracting its approval of the tree trimming contractor to perform further work of any kind on or around GUC Facilities. An Attaching Entity may be required to remedy all work, conducted by its tree trimming contractor that fails to comply with the tree trimming standards and requirements. GUC reserves the right to halt all work by any such tree trimming contractor that GUC in its discretion deems to be unsafe or performs work contrary to the standards and requirements.

12. **Private Easements.** Some GUC poles may be located on property without the consent of the property owner and that some poles may be located on dedicated easements over private property that, by their terms, restrict the use of the easement to GUC for the sole purpose of electric distribution or transmission, or other uses. Except as otherwise permitted by applicable law, nothing in these standards, and no action by GUC shall be construed to offer, grant, or approve any right or license to use or affix an attachment to such pole without the written consent of the owner of the property on which the pole is located. GUC has no obligation to expand or obtain rights in such property on the Attaching Entity's behalf. Except as otherwise permitted by applicable law, it is the sole obligation of the Attaching Entity to obtain the necessary consent or easement rights, if any, at its own expense. In submitting an Application for a pole on private property, the Attaching Entity shall provide GUC with sufficient evidence that it has obtained all necessary and recordable easement rights and owner consents.

13. **Removal of Attaching Entity's Communications Facilities.**

Abandoned Facilities. An Attaching Entity shall report; through the annual registration process described in Section II.F and remove at the Attaching Entity's expense; all abandoned, non-functional, and obsolete Attaching Entity's Attachments and/or other Communications Facilities on GUC Poles which the Attaching Entity (1) no longer utilizes for providing Communications Services; (2) has abandoned or plans to abandon during the next reporting period; or (3) has replaced with operating capacity of alternative facilities. Except as otherwise provided, the Attaching Entity shall remove these Attachments coincident with their replacement, and in all cases within one (1) year of the Attachments meeting any of the above conditions, unless the Attaching Entity receives written notice from GUC that removal is necessary to accommodate GUC's use of the affected Poles, pursuant to a reservation of Capacity, in which case the Attaching Entity shall remove such Attachments within one hundred twenty (120) calendar days of GUC issuing such written notice. Where an Attaching Entity has Overlashed such Attachments, the Overlashed Attachments may remain in place until GUC notifies the Attaching Entity that removal is necessary to accommodate GUC's use of the affected Poles. The Attaching Entity shall give GUC notice of any such Overlashed Attachments as provided in Section II.F.

Removal on Expiration/Termination. Subject to the expiration or other termination of an Attaching Entity's Pole Attachment Agreement or any individual Permits, unless renewed, the Attaching Entity shall submit for approval by GUC a written plan which describes the commitment, schedule and process for the removal of its Attachments from the affected Poles. Such removal will be at the Attaching Entity's sole expense. GUC shall review such plan and either approve or request additional details within thirty (30) calendar days of receipt of the plan. Following approval of the plan by GUC, the Attaching Entity shall make judicious progress toward fulfilling the removal commitments made by the Attaching Entity in the plan. If the Attaching Entity fails to remove such Attachments within the timeframe contemplated by the plan, GUC shall have the right to have such Attachments removed at the Attaching Entity's expense without liability to GUC.

B. Pole Modifications and /or Replacements

1. Restrictions on Certain Poles. GUC may deny a Permit for access to a Pole in flood zones, river crossings or other such locations if the proposed new Attachment cannot be accommodated without creating a potential to disrupt or impair GUC Facilities or endanger the safety of people or facilities. In such instances, GUC, in its sole discretion or solution, may erect a taller/larger

Pole to accommodate an Attaching Entity's Attachment if the costs of such replacement Pole or solution is approved by the Attaching Entity and paid by such Attaching Entity in advance. Further, GUC may require the removal or modification of an existing Attachment, at the Attaching Entity's expense, if it reasonably determines that such Attachment did not meet the clearance requirements set forth in the Standards at the time of installation or may create a potential to disrupt or impair GUC Facilities or endanger the general safety of people or facilities.

- a) Steel Poles. GUC has determined that Poles constructed of steel are unsafe for climbing, and for that reason, prohibits GUC employees and its contractors; as well as Attaching Entity's employees and contractors from climbing such steel Poles for any reason. Therefore, GUC will reject or deny any request to access or to attach to such steel Poles unless the requesting Attaching Entity demonstrates that such steel Poles may be accessed safely through some means other than climbing.
- b) Street Light Poles. GUC will consider any requests by an Attaching Entity to access and attach to distribution Poles with streetlights on them subject to these Standards. Any proposed request to attach to GUC metal streetlight Poles without GUC's distribution on them are outside of the scope of these Standards and are therefore not permitted.
- c) Transmission Right-of-Way. Any proposed third-party communications Attachments requested on GUC transmission poles, towers, or structures are considered outside of the scope of these Standards and the Pole Attachment Agreement and must be subject to a separately negotiated agreement.
- d) Foreign Poles. GUC cannot give permission to attach to poles that it does not own. The Attaching Entity is solely responsible for obtaining permission from the respective pole owner to install Attachments on these non-GUC owned poles.

2. GUC Not Required to Relocate. Except as provided by the Make-Ready Work process outlined in Section IV.B.4 and Section IV.C.4, no provision of these Standards requires GUC to relocate, modify, or replace any GUC Facility or Pole for the benefit of any Attaching Entity; provided, however, that any denial by GUC for modification of the Pole is applied in a nondiscriminatory manner to all Attaching Entities.

3. Guying. All guying, including the installation of independent anchors for each

Attachment requiring guying to accommodate an Attaching Entity's Attachments shall be provided by and at the expense of the Attaching Entity to the satisfaction of GUC as specified in the Applicable Engineering Standards.

4. Aesthetics. From time-to-time, GUC undertakes aesthetic projects as required by ordinance or directive of the City or other governmental entities that direct GUC to underground its facilities which will result in the removal of Poles by GUC upon completion of the aesthetic project.

- a) For any project that GUC undertakes for aesthetic reasons as set forth in this Section III.B.4 herein, GUC will provide the affected Attaching Entities the estimated design and construction schedule applicable to each specific aesthetic project as soon as reasonably practical after GUC is notified, but not less than forty-five (45) calendar days of the date GUC expects to receive formal authorization or directive to begin work.
- b) The affected Attaching Entities may make arrangements with GUC that would result in the Attaching Entities placing their Attachments underground during the timeframe that GUC has allowed for the relevant trenching to occur. If any affected Attaching Entity declines to do so, GUC shall provide it written notice forty-five (45) calendar days in advance of the date upon which GUC will remove the Poles affected by the relevant aesthetic project. GUC shall bear no responsibility to any Attaching Entity in any manner for the removal of Attachments from the Poles.

5. Underground Relocation. This Section III.B.5 applies to any underground relocation that GUC undertakes that is not an aesthetic project. If GUC decides to move its aerial electric distribution system underground, GUC shall notify all affected Attaching Entities as soon as practical. As a result of this notification, affected Attaching Entities shall (1) relocate their Attachments within one-hundred eighty (180) calendar days of issuance of written notice of the construction date from GUC or such other period of time on which the parties agree; or (2) find other means to accommodate their Attachments. Under these circumstances, GUC will accommodate the applicable Attaching Entities in the design and construction of underground facilities, contingent upon the Attaching Entity entering into a joint-trench agreement with GUC. If any affected Attaching Entity fails to (1) relocate its Attachment within one-hundred eighty (180) calendar days of issuance of written notice from GUC or such other period of time on which the parties agreed; or (2) find other means to accommodate their Attachments; GUC shall have the right to remove such Attachment at the Attaching Entity's expense without liability to GUC. Notwithstanding the foregoing, GUC may negotiate in good faith to provide conduit occupancy rights to the affected Attaching Entities if GUC moves its aerial system underground.

6. Abandonment or Removal of GUC Facilities.

Notice. If GUC decides at any time to abandon, remove or underground any GUC Facilities or Poles on which one or more Attaching Entities have Attachments, GUC shall give the affected Attaching Entities notice in writing to that effect as soon as practical, but at least ninety (90) calendar days prior to the date on which it intends to abandon or remove such GUC Facilities or Poles. Notice may be limited to thirty (30) calendar days if GUC is required to remove or abandon its facilities as the result of the action of a third-party and the greater notice period is not practical. Such notice shall indicate whether GUC is offering the Poles for sale. If, following the expiration of the applicable notice period, the affected Attaching Entities have not yet

removed and/or transferred all their Attachments therefrom and no single Attaching Entity entered into an agreement to purchase the abandoned GUC Poles pursuant to Section III.B.6.b below, GUC shall have the right to have the Attachments of the affected Attaching Entities removed and/or transferred from the Pole at the respective Attaching Entity's expense. GUC shall give the Attaching Entity ten (10) calendar days prior written notice of any such removal or transfer of Attaching Entity's Attachments.

Option to Purchase Abandoned Poles. Should GUC decide to abandon a Pole; GUC, in its sole and non-discriminatory discretion, may grant an interested Attaching Entity the option of purchasing such Pole at a rate negotiated with GUC. The interested Attaching Entity must notify GUC in writing within ninety (90) calendar days of the date of GUC's notice of abandonment that the Attaching Entity desires to purchase the abandoned Pole. Thereafter, within ninety (90) calendar days, the Attaching Entity must also secure and deliver proof of all necessary governmental approvals and easements allowing the Attaching Entity to independently own and access the Pole within the ninety (90) calendar days. Should the Attaching Entity fail to secure the necessary governmental approvals, or should GUC and the Attaching Entity fail to enter into an agreement prior to the end of the ninety (90) calendar day period, the Attaching Entity must remove its Attachments as required under this Section.. GUC is under no obligation to sell any Attaching Entity Poles that it intends to remove or abandon.

7. Allocation of Costs. The costs for any rearrangement or transfer of an Attaching Entity's Attachments or the replacement of a Pole, including any related costs for tree-cutting or trimming required to clear the new location of GUC's cables or wires, shall be allocated to GUC and/or the affected Attaching Entities on the following basis:

- a) If GUC intends to modify or replace a Pole solely for its own electric business requirements and not for aesthetic purposes under Section III.B.4, GUC shall be responsible for the costs related to the modification or replacement of the Pole. Any affected Attaching Entities shall be responsible for the rearrangement or transfer of their Attachments at their expense. Prior to making any such modification or replacement, GUC shall provide the affected Attaching Entities written notice of at least forty-five (45) calendar days of its intent to allow the Attaching Entities a reasonable opportunity to elect to modify or add to their existing Attachments. Should the Attaching Entities so elect, they must seek GUC's written permission. The notification requirement of this Section III.B.7.a shall not apply to Emergency situations.
- b) If the Attaching Entities elect to add to or modify their Attachments, they shall bear their respective allocation of total incremental costs incurred by GUC in making the space on the Poles accessible to each Attaching Entity. In no event will any Attaching Entity be treated in a discriminatory manner.

C. Overlashing

The following provisions will apply to Overlashing:

1. Application Required. Except as set forth in this Section below, all Attaching Entities shall submit an Application for each Overlash project provided the installation can be accomplished consistent with Section II.H.3. Each Application shall identify:

- The Attachments and Poles subject to Overlashing;
- Nature and estimated weight of the existing Communications Facilities subject to Overlash;
- Nature and estimated weight of the added Communications Facilities;
- Owner of the Communication Facilities;
- Total estimated weight of the Communications Facilities after the Overlash;
- Contractor doing the work; and
- Engineering design documents for the work.

Such design documents for Overlashing must comply with all Applicable Engineering Standards. GUC does not require an Application Fee for Overlashing of an existing Permitted Attachment.

The Attaching Entity shall reimburse GUC for all actual costs incurred to review and process the Overlashing to completion, including Post-Construction Inspection as identified in the Pole Attachment Processes described in Section IV.

- a) Notwithstanding the foregoing, an Attaching Entity may Overlash its own Attachments where the facilities comprising the Overlashing and Attachment do not exceed three and one-half (3.5) inches in diameter and such Overlashing fully complies with the Applicable Engineering Standards. In such cases, the Attaching Entity shall provide GUC with fifteen (15) calendar days' prior written notice of the Overlashing and its compliance with the requirements set forth in this Section III.C.1.a. For Overlashing and Attachments that will exceed three and one-half (3.5) inches in diameter, GUC requires fifteen (15) calendar days' notice before installation and its compliance with the requirements set forth in this Section III.C.1.a. Such notice will be provided using the GUC Application for Pole Attachment form provided in Appendix B or by other means agreed by GUC and the Attaching Entity.
- b) Service Restoration. An Attaching Entity shall be permitted to Overlash its own Attachments without prior written notice or submitting an Application to GUC in the event such Overlashing is necessary to restore service temporarily to the Attaching Entity's customers and is in compliance with the Applicable Engineering Standards. In such cases, the Attaching Entity shall provide GUC with written notice of the Overlashing with fifteen (15) calendar days of its completion.

Regardless of Overlashing size or methodology, Attaching Entities are required to maintain their Overlashing in compliance with the Applicable Engineering Standards in effect at the time of the Overlash installation except where a change is required by applicable law.

2. Overlapping Third-Party Facilities. An Attaching Entity is prohibited from Overlapping Communications Facilities of a third-party, including an Affiliate of the Attaching Entity, unless both the Attaching Entity and third-party have registered and executed a Pole Attachment Agreement with GUC pursuant to Section II.B and Section II.C respectively. GUC shall not grant a Permit authorizing the Overlapping of a third-party's Communications Facilities unless the Attaching Entity that owns the Attachments subject to Overlap has provided GUC its consent in writing to such Overlapping.

3. Make-Ready Work. An Attaching Entity or an Overlapping third-party shall be responsible for all Make-Ready Work and other charges associated with accommodating the Overlapping of Communications Facilities, as set forth at Section IV.

4. Annual Connection Fee. An Attaching Entity or an Overlapping third-party shall not be required to pay a separate Annual Attachment Connection Fee for such Overlapped Communications Facilities provided that the Annual Attachment Connection Fee is already being billed for the original Attachment that was Overlapped.

D. Inspection and Inventory of Attaching Entity's Facilities

1. Inspections. At its discretion and in addition to any inspections undertaken during Make-Ready Work and Post-Construction Inspections, GUC may engage in two other specific types of inspections or Inventory of Attachments to GUC Poles. These include: 1) routine visual inspections of Attachments that GUC employees may conduct at any time (Section III.D.2); and 2) a formal Inventory that GUC may conduct no more frequently than once every five (5) years, in which GUC shall undertake with its own personnel or with outside contractors. Regardless of inspection or Inventory method:

- a) GUC expects an Attaching Entity to install, maintain, and inspect its Attachments and/or Overlapping to ensure the Attachments and/or Overlapping are in good order and safe to the general public at all times. If any inspection reveals that any Attaching Entity's Attachments are not in compliance with the Applicable Engineering Standards in effect at the time the Application was approved, GUC shall provide written notice and the Attaching Entity shall make all corrections. If the non-compliance warrants, the Attaching Entity will be required to pay a Safety Violation Assessment as described in Appendix H.
- b) If it is found that an Attaching Entity has made an Attachment without a Permit, the Attaching Entity shall pay an Unauthorized Attachment Fee as specified in Appendix H, in addition to applicable Attachment Connection Fees, Application Fees, and Make-Ready Charges, if any.
- c) Notwithstanding any other provisions contained in these Standards, including this Section III.D, no revisions to the Applicable Engineering Standards shall be retroactive to existing Permitted Attachments, unless required by city, county, state, or federal law.
- d) Subject to Section III.D.1.c), any new Permitted Attachment shall otherwise comply with the most current Applicable Engineering Standards that GUC may revise from

time to time, unless the Attachment was installed in accordance with the Applicable Engineering Standards in effect at the time of installation.

2. Routine Visual Inspections and/or Inventory. Any qualified GUC employee may conduct a routine inspection and/or inventory. In practice, these routine inspections and/or Inventory may be undertaken and completed as part of the daily work assignment of a GUC employee. The cost of this work is included in the determination of the annual Attachment Connection Fee, as described in Appendix H.

3. Formal Inventory Performed by GUC or Third-Party Contractor Subject to Competitive Bid. GUC may contract with a third-party contractor to conduct the formal Inventory of either all or designated Poles within the GUC service area. The cost of this formal Inventory shall not be included in the calculation of the Attachment Connection Fee, as described in Appendix H. All Attaching Entities shall cooperate and participate in the Inventory and share the cost on a pro-rata basis with all other Attaching Entities based on the number of found Attachments belonging to each Attaching Entity. For the limited purpose of determining the pro-rata shared costs, GUC will count as one (1) Attachment on each pole. In undertaking this formal Inventory:

- a) GUC shall have sole responsibility for the management, review, and approval of the Inventory of its Poles.
- b) GUC shall routinely conduct meetings, communicate in writing, via electronic mail, with all Attaching Entities to discuss the progress and ongoing results of the Inventory. GUC will seek to find consensus with the Attaching Entities as to the most effective schedule and methodology of these meetings and communications. Each Attaching Entity shall be expected to cooperate fully with GUC and/or the third-party contractor conducting the Inventory by assigning a single point of contact to attend project meetings and receive the written communications and to answer any questions either GUC or the third-party contractor may have concerning the Attaching Entity's Communication Facilities. Attaching Entities shall be given access to the Inventory results and other supporting documentation, including maps, spreadsheets, and other related items.
- c) At the conclusion of the Inventory, GUC shall provide a written report to each Attaching Entity containing a draft of the final Inventory Attachment count for the Attaching Entity and other documentation necessary to substantiate the third-party contractor's Inventory findings. Notwithstanding the challenge provisions of Section III.D.3.d below, if the Attaching Entity does not provide a written challenge to the draft Inventory count or results within thirty (30) calendar days of the issuance of GUC's draft Inventory count, the Inventory count will be deemed correct and final.
- d) Should an Attaching Entity wish to challenge the results of the draft Inventory report, the Attaching Entity shall, within thirty (30) calendar day of GUC issuing the draft Inventory report discussed in Section III.D.3.c above, provide GUC written notice of the Attaching Entity's intent to challenge the results. In this notice, the Attaching Entity shall provide to GUC all relevant documentation to substantiate its challenge for review and consideration by GUC. All costs related to this challenge,

including both GUC's and third-party contractor's labor and other expenses required to respond to and resolve the challenge shall be borne by the Attaching Entity challenging the Inventory results. Should multiple Attaching Entities provide notice of their intent to challenge the results, GUC will pro-rate the cost and expenses required to respond to the challenge as described in this Section III.D.3.d to the Attaching Entities participating in the challenge. To the extent the Attaching Entity prevails in identifying errors or omissions in the Inventory, GUC shall be responsible for its own and the third-party contractor costs. GUC will meet with the Attaching Entity(s) requesting the challenge within ten (10) calendar days of receiving the written notice of challenge to discuss the challenge and attempt to reach agreement and settlement on the Attaching Entity's Attachment count. GUC will issue its final decision in writing as to the resolution of the challenge within fifteen (15) days following the settlement meeting.

- e) Following the issuance of GUC's final Inventory report, GUC shall true-up each Attaching Entity's count to the number of Attachments identified in the final Inventory report including any Unauthorized Attachments as described in Section III.E. Unauthorized Attachments reported shall incur an Unauthorized Attachment Charge, as provided in Appendix H. GUC shall invoice the applicable Attaching Entity for the Unauthorized Attachments and payment shall be due within thirty (30) calendar days of GUC's issuance of the invoice. Failure of the Attaching Entity to pay the outstanding invoice timely and in full will result in the suspension of any current pending Applications and the immediate rejection of any future Applications until such payment is received in full.

4. No Liability. The making of any inspections or Inventory under this Section, or the failure to do so, shall not operate to impose upon GUC any liability of any kind whatsoever or relieve an Attaching Entity of any responsibility, obligations or liability, whether assumed or otherwise existing.

5. Attaching Entity Conducted Inventory. Nothing in these Standards prevents an Attaching Entity from performing its own Inventory which GUC shall consider in the determination of that Attaching Entities total Attachment count. Before GUC will consider such Inventory, the Attaching Entity shall be required to meet with GUC and describe the methodology and approach used to conduct the Inventory. The cost of such Inventory shall be the sole risk and responsibility of the Attaching Entity undertaking the Inventory.

E. Unauthorized Occupancy or Access

1. Unauthorized Attachments. If, after the establishment of the Inventory baseline set forth in Section III.D.3 any Attachments belonging to an Attaching Entity that (1) are found to occupy a Pole for which GUC had not previously issued a Permit to the Attaching Entity, or (2) are being utilized to provide services that are not Communications Services; GUC, without prejudice to its other rights or remedies, will send the Attaching Entity a written notice of the Unauthorized Attachments. Such notice shall include the specific location of the Pole and the nature of the

Unauthorized Attachment. Within thirty (30) calendar days upon receipt of this Unauthorized Attachment notice, the Attaching Entity must submit an Application for a Permit, the correct Application Fee, and the Unauthorized Attachment Charge (described below) to GUC. Should the Attaching Entity fail to submit the Application for Permit, correct Application Fee, and the Unauthorized Attachment Charge within the thirty (30) calendar days, the Attaching Entity must remove its Unauthorized Attachment within the subsequent thirty (30) calendar days. If the Attaching Entity does not remove the Unauthorized Attachments upon sixty (60) days of the Unauthorized Attachment notice, GUC may remove them without liability and the Attaching Entity shall promptly reimburse GUC for the expense of such removal in all cases, no later than thirty (30) calendar days following GUC's issuance of invoice.

2. Unauthorized Attachment Charge. Pursuant to Section III.E.1 above, GUC, without prejudice to its other rights or remedies, may assess an Unauthorized Attachment Charge as specified in Appendix H, for each Attachment for which no Permit has been issued by GUC. The Unauthorized Attachment Charge is due and payable irrespective of whether a Permit is subsequently issued to the Attaching Entity for the Unauthorized Attachment.

3. No Ratification of Unauthorized Use. No act or failure to act by GUC with regard to an Attaching Entity's said unauthorized (unlicensed) use shall be deemed as ratification of the unauthorized (unlicensed) use, and if any Permit should be subsequently issued, such Permit shall not operate retroactively or constitute a waiver by GUC of any of its rights or privileges and that the non-compliant Attaching Entity shall remain subject to all liabilities, obligations and responsibilities under these Standards in regards to said unauthorized (unlicensed) use from its inception.

4. Excessive Unauthorized Attachments.

a) If an Attaching Entity is determined by GUC pursuant to an Inventory described in Section III.D or by other means to have Unauthorized Attachments accounting for the greater of: (1) more than two percent (2%) of its total Attachments, or (2) thirty (30) or more Unauthorized Attachments during any calendar year; the Attaching Entity shall be in breach of its Pole Attachment Agreement and GUC will have the right to terminate the Agreement and require removal of all of the Attaching Entity's Communications Facilities.

For those entities found with Unauthorized Attachments who do not have a valid Pole Attachment Agreement or who are otherwise not authorized to attach to GUC Poles, GUC reserves all of its rights under applicable law and equity to remedy the trespass.

F. Operational Duties & Responsibilities

1. Duty to Inspect. While recognizing its duty to maintain and update its electric distribution system in order to provide safe and reliable electric service, GUC does not warrant that its Poles are free of defects or non-compliant Attachments. By submitting an Application, an Attaching Entity acknowledges that it has an obligation to inspect GUC's Poles, and/or premises surrounding the Poles prior to commencing any work on GUC's Poles or entering the premises surrounding the Poles. **ANY GUC FACILITIES WHICH MAY BE IDENTIFIED AS UNSAFE SHALL BE**

REPORTED TO GUC AS SOON AS PRACTICAL AFTER THEY ARE IDENTIFIED, FOR FURTHER HANDLING BEFORE THE ATTACHING ENTITY UNDERTAKES ANY WORK AT THAT LOCATION.

2. Knowledge of Work Conditions. In all situations, it is the continuing responsibility of an Attaching Entity to acquaint itself, its employees, agents, contractors, and/or subcontractors with these Standards including all Applicable Engineering Standards relating to the work for which a Permit may be sought by the Attaching Entity. Failure to become familiar with these Standards and with the facilities, difficulties, and/or restrictions attending the execution of such work may result in the denial of Permits, delay in construction, assessment of penalties, and removal of non-conforming Attachments, among other remedies that GUC may impose for violations of these Standards.

3. Duty of Competent Supervision and Performance. All Attaching Entities are on notice that in the performance of work under these Standards, an Attaching Entity and its employees, agents, servants, contractors and/or subcontractors **will work near electrically energized lines, transformers, or other GUC Facilities**, and it is the intention that energy therein will not be interrupted at any time, except in an Emergency endangering life, personal injury, or property. All Attaching Entities shall ensure that their employees, agents, servants, contractors and/or subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of GUC, and the general public from harm or injury while performing work permitted pursuant to these Standards. In addition, all Attaching Entities shall furnish their employees, agents, servants, contractors and/or subcontractors competent supervision; as well as ensure these employees, agents, servants, contractors and/or subcontractors have sufficient and adequate tools, equipment, and training for the required work to be performed in a safe manner.

In the event of an Emergency in which it may be necessary for GUC to de-energize any part of GUC Facilities, the Attaching Entity shall ensure that work is suspended until such GUC Facilities have been de-energized **and** grounded and that no such work is conducted unless and until such GUC Facilities have been made safe.

a) GUC Poles may be treated with chemical wood preservatives. In all situations, it the responsibility of any person having a valid reason to climb GUC Poles in performance of their job to first satisfy themselves as to the structural integrity of Poles prior to climbing or doing other work on the Pole.

4. Requests to De-energize. An Attaching Entity may request that GUC deenergize and render safe any GUC Facility for its benefit and convenience. Such request shall be made in writing and received by GUC at least three (3) calendar days in advance of the date the work is planned. The Attaching Entity shall reimburse GUC in full for all costs and expenses incurred, in accordance with Section II.I, to comply with such request. Before any GUC Facilities are de-energized with the exception of actions taken pursuant to an Emergency; GUC shall provide upon request an estimate of all costs and expenses to be incurred in accommodating the Attaching Entity's request.

5. Interruption of Service. In the event that an Attaching Entity causes an interruption of service by damaging or interfering with any GUC Facilities, the Attaching Entity at its expense

shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify GUC immediately of these activities.

6. Duty to Inform. THE WORK CONTEMPLATED UNDER THESE STANDARDS INVOLVES IMMEDIATE DANGERS INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION.

The Attaching Entity acknowledges such dangers and accepts as its duty and sole responsibility to notify, inform, and keep informed its employees, agents, servants, contractors and/or subcontractors of such dangers and shall not be passed or assigned to any third-party.

7. Duty to Protect Data. An Attaching Entity has an obligation and duty to protect and hold confidential GUC data relating to GUC Facilities and not disclose such data to any third-party without GUC’s written consent.

IV. SPECIFICATIONS FOR WIRE ATTACHMENTS

A. Pole Attachment Application Process

GUC offers Attaching Entities two Application processes for access to GUC Poles for wire Attachments as listed below. Additional information and downloaded Application forms are also available at www.guc.com/poleattachments.

Competitive Provider - Standard Process. Described in detail in Section IV.B

Private Network Process. Described in detail in Section IV.C

Attaching Entities who are contemplating or engaged in either a new area-wide network deployment or undertaking a network upgrade are required to contact GUC to discuss coordination of the Development Plan under the Application process to be used for the project.

B. Competitive Provider - Standard Process

The Competitive Provider - Standard Process (Standard Process) for wire Attachments to GUC Poles is illustrated in the Figure B below.

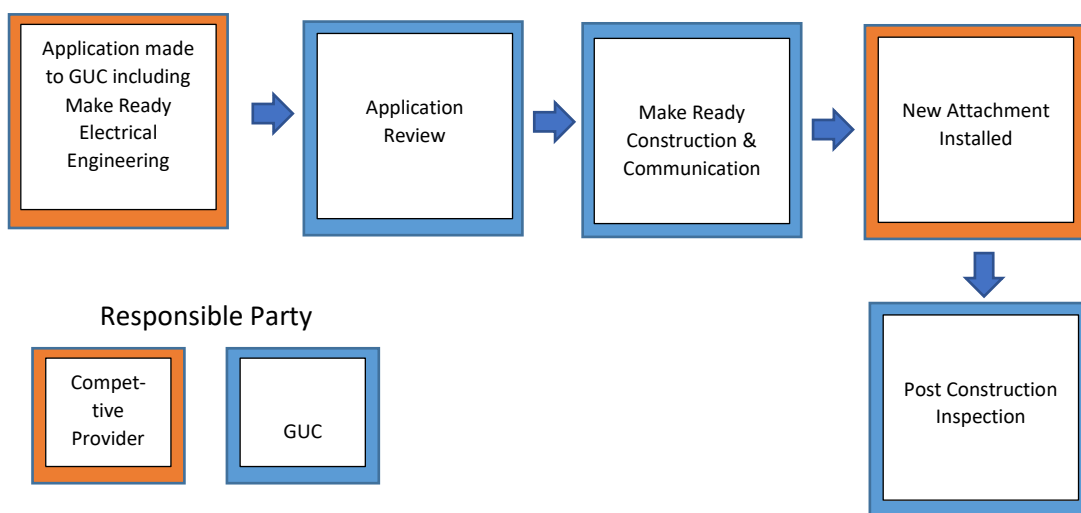


Figure B: Competitive Provider - Standard Process for Wire Attachments

1. **Eligibility.** Default process for any Attaching Entity with a valid Pole Attachment Agreement that is a Competitive Provider.
2. **Application for Permit Required.** An Attaching Entity shall not install any new Attachment or Overlapping, except as provided in Section III.C on any GUC Pole without first submitting an Application and obtaining a Permit pursuant to the procedures set forth below.
 - a) **Application Form.** All Attaching Entities shall use the Application for Pole Attachment Form (provided in Appendix B and available for download at www.guc.com/poleattachments) which may be amended from time to time, provided that any such amendments are consistent with Applicable Engineering Standards and are applied to all similar types of Attachments on a non-discriminatory basis. GUC's acceptance of the submitted design documents required as part of a complete Application Form (Section IV.B.2.e) does not relieve the Attaching Entity of full responsibility for any errors and/or omissions in the engineering analysis and compliance with all Applicable Engineering Standards.
 - b) **Service Drops.** The submission of an Application is not required to install a Service Drop on a Pole on which the Attaching Entity already has an authorized Attachment, provided that the Attaching Entity provides notice of such Service Drop pursuant to Section II.F.1 and the Service Drop is installed within the previously authorized space. Service Drops on Poles for which the Attaching Entity does not have an authorized Attachment may be authorized by GUC on a monthly basis, provided the Attaching Entity submits a corresponding Application for Permit within thirty (30) calendar days of the Service Drop installation.
 - c) **Pole Ownership.** For the purposes of Application submittal, unless GUC records and/or Poles indicate otherwise, GUC shall be presumed to be the owner of all Poles subject to Attachment. The Attaching Entity is responsible for field verifying Pole ownership and notifying GUC of any discrepancies between GUC's maps/records and the actual Poles in the field.
 - d) **Compliance with Standards.** Attaching Entity shall comply with the most current version of the National Electrical Safety Code (NESC), including any and all revisions to both, and all other Applicable Engineering Standards. The Attaching Entity shall certify its compliance with the above on each Application it submits to GUC for processing. The certification statement shall be signed by an employee or agent of the Attaching Entity who has the final authority or responsibility to approve the engineering designs, plans, or specifications of the Attachments subject to the Application. GUC will not process an Application that fails to provide the signed certification statement included therein. The Attaching Entity shall provide documentation establishing that the Attaching Entity's Application complies with all applicable Pole Loading Analysis (PLA) requirements specified by the NESC and the Applicable Engineering Standards.
 - (i) **Pole Load Analysis (PLA).** An Attaching Entity, in connection with an Application, must comply with the PLA methodology described herein. Acceptable software for use of PLA shall be a commercially available product with general industry acceptance. Should the Attaching Entity utilize a software application that GUC does not possess; the Attaching

Entity shall make available to GUC at least one software license for GUC use at the Attaching Entity's expense. The Attaching Entity will gather the pole and Attachment information required to conduct a PLA on Poles that meet the criteria for PLA as described in Appendix G, with assistance as required from GUC.

- e) **Submission of Application.** Completed Applications may be submitted by either U.S mail, electronically to poleapplication@guc.com, or other means mutually agreeable by GUC and the Attaching Entity. The Application at a minimum shall include:
- (i) The Pre-Construction Survey;
 - (ii) A detailed description and design documents, prepared or reviewed by an Engineer which includes the Attaching Entity's estimated cost of proposed Make-Ready Work for each Attachment;
 - (iii) An installation plan;
 - (iv) PLA worksheets and results, as required by Appendix G;
 - (iv) Relevant pole data; and
 - (v) If applicable, a detailed description and explanation of why the Attaching Entity is requesting any planned variance from the Applicable Engineering Standards.

Such Application shall be prepared by, or under the authority of, the Attaching Entity. The "detailed description and design documents" referenced in this Section IV.B.2.e will be undertaken and completed in design tools to be determined by GUC. All actions pursuant to this Section IV.B.2.e shall be at the Attaching Entity's cost and risk.

GUC shall invoice the Attaching Entity the appropriate Application Fee pursuant to Section II.I.2 and Appendix H.

3. GUC Review of Application. GUC will respond to each completed Application and Make-Ready Engineering design documents submitted by the Attaching Entity within thirty (30) calendar days of receipt. For Applications with Overlashing only, GUC will respond pursuant to Section III.C. Any Application that does not conform to the requirements provided in Section IV.B.2.e and the Applicable Engineering Standards will be deemed incomplete and immediately rejected by GUC. If an Application is rejected as incomplete, the Attaching Entity will be provided with a detailed description of changes, modifications, or revisions to the Application necessary for GUC's review and approval within ten (10) calendar days of receipt of the Application.

In the event GUC does not finalize its review of a completed Application within thirty (30) calendar days, GUC may impose a one-time, additional seven (7) calendar day extension period in which to complete its review for each Application. GUC shall provide the Attaching Entity with seven (7) calendar days' prior notice that it intends to exercise its option to impose the extension period. Should GUC fail to take action on the Application within the extension period, all proposed Attachments or Overlashings included within that specific Application shall be deemed approved, subject to all then current Applicable Engineering Standards and all other procedural and operational requirements under these Standards.

- a) Review. In making its decision as to whether to issue a Permit, GUC will consider engineering and safety requirements, in accordance with the Applicable Engineering Standards set forth in Section II.A.2. In addition, GUC shall consider Capacity constraints, including the future needs of GUC as determined in accordance with the Reserved Capacity provisions set forth in Section II.H.10, flood zone requirements, in-flight GUC projects, and other circumstances known at the time that would directly affect the engineering, safety requirements, and capacity constraints of the Application submission and review which may impact the Application, including any known third-party requests for Attachment Permit to the same Pole as described in Section IV.B.3.f below.
- b) Make-Ready Electrical Construction. In the event that an Attaching Entity's proposed Application requires GUC to undertake and complete Make-Ready Electrical Construction work to accommodate the Attaching Entity's Application, GUC will review such work and provide an estimate of the cost of such work to the Attaching Entity utilizing the form provided in Appendix C with the approved Application. The Attaching Entity shall make payment of this cost estimate in order for any Make-Ready Electrical Construction to proceed in accordance with the provisions of Section II.I.3. The Attaching Entity shall have thirty (30) calendar days following the issuance of the Appendix C to approve the estimate and provide payment. Failure of the Attaching Entity to respond to GUC within the thirty (30) calendar day period will result in the Application being closed by GUC.
- c) Changes Required. If GUC describes any changes, modifications, or revisions to the proposed Make-Ready Electrical Construction pursuant to this Section IV.B.3, GUC shall notify the Attaching Entity in writing. Upon receipt of this notice, the Attaching Entity may notify GUC in writing that it agrees to the changes, modifications, or revisions to the proposed Make-Ready Electrical Construction required by GUC, in which case the Attaching Entity may resubmit the Application as amended and it shall be deemed granted; or the Attaching Entity may propose alternative changes, modifications, or revisions consistent with Applicable Engineering Standards by resubmitting the Application with such other alternative proposals, provided that such resubmission explains the reasons for the alternative proposals and addresses all concerns raised by GUC in response to the initial Application. The alternative proposals shall not be the original Make-Ready Engineering design documents rejected by GUC.

The Attaching Entity shall incur an Application Fee upon resubmitting the Application containing the alternative proposals. GUC shall have thirty (30) calendar days of receipt thereof to provide the Attaching Entity with:

- (i) Notification that access is granted based on the alternative proposals; or
- (ii) A detailed description of any changes, modifications, or revisions to the alternative proposal necessary to comply with safety, reliability, or generally applicable engineering practices or standards.

In the event GUC fails to complete its review within thirty (30) calendar days of the resubmitted Application containing the alternative proposals for Make-Ready Electrical Construction, GUC may impose a one-time additional seven (7) calendar day extension

period in which to complete its review of the resubmitted Application. GUC shall provide the Attaching Entity with seven (7) calendar days' prior notice that it intends to exercise its option to impose the extension period. Should GUC fail to take action on the resubmitted Application within the extension period, the alternative proposal shall be deemed approved, subject to all then current Applicable Engineering Standards and all other procedural and operational requirements under these Standards.

- d) Compliance by Attaching Entity. GUC's acceptance of the submitted engineering design documents does not relieve the Attaching Entity from compliance with the requirements of the National Electrical Safety Code, and all other Applicable Engineering Standards as required by this Standard.
- e) Permit Authorization. After acceptance of all necessary revisions, GUC will sign and return the Application, which shall serve as the authorization (Permit) for the Attaching Entity to make its Attachment and/or Overlapping after the completion of all necessary Make-Ready Work.
- f) Treatment of Multiple Requests for Same Pole. GUC shall consider complete Applications received from multiple Attaching Entities to attach to the same Pole on a "first-come, first-served", non-discriminatory basis.
 - (i) If GUC receives a subsequent Application for the same Pole from a second prospective Attaching Entity following acceptance of a complete Application and prior to closing the ticket on said Application and Permit, it shall reject the second Application and any subsequent Applications for the same Pole without consideration of the Attachment which was first in time applied for. GUC will reconsider any subsequent Application provided the first in time Attaching Entity's proposed Attachments are considered as already being on the Pole.
 - (ii) Should the first in time Application require GUC to undertake and complete any Make-Ready Electrical Construction on a Pole with a subsequent request for Attachment received before GUC completes such Make-Ready Electrical Construction, GUC shall allocate the costs to complete this Make-Ready Electrical Construction evenly between the Attaching Entities requesting access to the Pole.
 - (iii) Where Make-Ready Electrical Construction on the Pole with multiple Attachment requests is not required or has been already completed; in the event the Attaching Entity that was first in time fails to timely affix its Attachment in accordance with Section IV.B.4.f, GUC will withdraw the first Permit and process the second Application without consideration to the initial first in time Attachment to its completion.
 - (iv) GUC will simultaneously consider multiple Applications addressing the Communications Facilities of separate Attaching Entities provided such Applications are filed together and each Application includes one common set of engineering design documents accounting for the Communications Facilities of all the applicants. In such case, GUC will issue a Permit to each Attaching Entity that filed an Application and such Permits will be subject to one set of construction plans to be

carried out by the joint agreement of the parties including the cost allocation of all required Make-Ready Work. Such allocation does not apply to risers.

4. Make-Ready Electrical Construction. If Make-Ready Electrical Construction is required to accommodate an Attaching Entity's Attachment and/or Overlapping, GUC or its contractors shall perform such work at Attaching Entity's expense as provided in Section IV.B.3, Section IV.B.5.d, and Appendix C.

- a) Advance Payment. Upon execution of Appendix C by an Attaching Entity, GUC shall schedule the Make-Ready Electrical Construction. Pursuant to Sections II.I.3, GUC shall require payment in advance for any Make-Ready Work, including Make-Ready Electrical Construction, to be performed by GUC or its contractors based upon the estimated cost of such work.
- b) Work Performed by GUC or GUC Contractor. Make-Ready Electrical Construction shall be performed only by GUC and/or a contractor authorized by GUC to perform such work. GUC will strive to perform the Make-Ready Electrical Construction to accommodate an Attaching Entity's Communications Facilities within sixty (60) calendar days of receipt of the advanced payment estimate for the Make-Ready Electrical Construction, subject to the priorities of providing GUC core electric service. GUC shall provide to the Attaching Entity as soon as possible the estimated schedule for completing the Make-Ready Electrical Construction.
- c) Work Schedule. In performing all Make-Ready Electrical Construction to accommodate an Attaching Entity's Attachments, GUC will endeavor to include such work in its normal work schedule. In the event the Attaching Entity requests that the Make-Ready Electrical Construction be performed on a priority basis or outside of GUC's normal work hours, the Attaching Entity shall pay the appropriate increased costs. Nothing herein shall be construed to require performance of any Attaching Entity's work before other scheduled work or GUCs service restoration.
- d) Notifying Other Attaching Entities. Prior to commencing Make-Ready Electrical Construction, GUC shall notify the Attaching Entities on the affected Pole of the impending work.
- e) Permit Notification. Following completion of the Make-Ready Electrical Construction, GUC will issue the Permit and notify the Attaching Entity (applicant) in writing that the Pole is available for Make-Ready Communications Construction. When applicable, the Attaching Entity shall proceed to install its Attachments utilizing the One-Touch Transfer Process described in Section IV.B.5 below. Whenever the transfer of an Attachment would require cutting or splicing of the Communication Facility, the Complex Transfer Process in Section IV.B.6 below shall apply.
- f) Failure to Attach. An Attaching Entity must exercise the right granted by a Permit within one-hundred eighty (180) calendar days of issuance of the Permit. If needed, the Attaching Entity may request in writing to GUC an additional ninety (90) calendar day extension of the effective period of a Permit. The request for this extension to be considered by GUC must be received no later than twenty-one (21) calendar days before the expiration date of the Permit. In considering this request, GUC will review past

construction practices of the Attaching Entity and current efforts to complete the installation for which the extension was requested. GUC will provide a written response to the request for extension within three (3) calendar days of receiving the request.

- (i) Failure to install an Attachment within the effective period of the Permit, or extended period if granted by GUC, will result in expiration of the Permit and the forfeiture of the applicable Application Fees and any payments made for Make-Ready Work already completed. Following expiration of a Permit, should the Attaching Entity wish to continue to install the Attachment subject to the expired Permit, the Attaching Entity must submit a new Application covering the same Attachment including all appropriate Application Fees.
- (ii) GUC and the Attaching Entity shall determine a mutually agreeable schedule for the completion of the Permit should an issue of Force Majeure, as described in the Pole Attachment Agreement, be asserted by either party.

5. Make-Ready Communication Construction – One Touch Transfer. The transfer of third-party Attachments, whether conducted by an Attaching Entity or GUC, shall hereinafter be referred to as the “One-Touch Transfer Process.”

Pursuant to these Standards, the One-Touch Transfer Process allows an Attaching Entity to transfer or rearrange an Attachment of one or more Attaching Entities in the Communications Space of a GUC Pole as may be necessary to accommodate the installation of a new Attachment contingent upon compliance with requirements identified in this Section IV.B.5. All One-Touch Transfers conducted by an Attaching Entity or GUC must comply with the following requirements:

- a) Simple Transfers Only. One-Touch Transfers shall be limited to rearrangement or transfer of third-party Attachments on an existing Pole or onto a new Pole that will not result in cutting and splicing the Communication Facility supported by the Attachment subject to rearrangement or transfer.
- b) Certified Contractors. An Attaching Entity must engage qualified contractors approved by GUC pursuant to a certification program developed by GUC with the input of Attaching Entities.
- c) One-Touch Transfers Subject to Applicable Engineering Standards. All Make-Ready Communication Construction performed under the One-Touch Transfer Process shall meet all Applicable Engineering Standards, including GUC’s clearance standards. Applications that include Make-Ready Communications Construction and One-Touch Transfers that fail to meet Applicable Engineering Standards will be rejected by GUC.
- d) Cost Responsibility. With the exception of instances where in the sole judgement of GUC, a Pole has been identified as defective, GUC will be responsible for the cost to replace such defective Pole; the Attaching Entity shall pay all costs of Make-Ready Communications Construction associated with One-Touch Transfers as described below:
 - (i) Where the Pole includes one or more third-party Attachment(s) that fail to meet Applicable Engineering Standards but otherwise there is enough space on the Pole to accommodate the Attaching Entity’s Attachment, Make-Ready Work will not

include the transfer of the third-party Attachment(s), unless the lowest Attachment on the Pole fails to meet NESC clearance standards and/or poses a public safety hazard. In that case, Make-Ready Work will include the relocation of the noncompliant Attachment and the Attaching Entity may recover the cost to bring such Attachment into compliance from the owner of the noncompliant Attachment.

- (ii) Where the Pole includes one or more third-party Attachment(s) that fail to meet Applicable Engineering Standards, and in order to accommodate the Attaching Entity's Attachment on the same Pole the third-party Attachment(s) must be rearranged, the cost of rearranging the third-party Attachment(s) will be included in Make Ready Work. Provided that if the lowest Attachment on the Pole fails to meet NESC clearance standards and/or poses a public safety hazard, the Attaching Entity may recover the cost to bring such Attachment into compliance from the owner of that Attachment, but no others.
 - (iii) Where the Pole includes one or more third-Party Attachment(s) that fail to meet Applicable Engineering Standards, and in order to accommodate the Attaching Entity's Attachment a new Pole must be installed, the cost of the new Pole and the transfer of the third-party Attachment(s) will be included in the Make-Ready Work.
 - (iv) Where the Pole includes one or more third-party Attachment(s) that meet Applicable Engineering Standards, and otherwise there is enough space on the Pole to accommodate the Attaching Entity's Attachment, Make-Ready Work will not include the transfer of the third-party Attachment(s).
 - (v) Where the Pole includes one or more third-party Attachment(s) that comply with Applicable Engineering Standards, and in order to accommodate the Attaching Entity's Attachment on the same Pole the third-party Attachment(s) must be rearranged, the cost of rearranging the third-party Attachment(s) will be included in Make-Ready Work.
 - (vi) Where the Pole includes one or more third-party Attachment(s) that comply with Applicable Engineering Standards, and in order to accommodate the Attaching Entity's Attachment a new Pole must be installed, the cost of the new Pole and the transfer of the third-party Attachment(s) will be included in Make-Ready Work.
- e) Advance Notice. An Attaching Entity shall provide all third parties affected by a proposed One-Touch Transfer with advanced written notice of such OneTouch Transfer no less than seven (7) days prior to undertaking such One-Touch Transfer. This notice shall be provided by email to a duly designated representative of the affected Attaching Entity, unless another method of notice is prescribed by GUC. Such notice may identify the geographic areas in which construction is to occur rather than individual Poles affected by such One-Touch Transfer, provided each advance notice shall not exceed one hundred (100) Poles. The Attaching Entity who desires to utilize the OneTouch Transfer Process shall bear the

responsibility of determining the appropriate representative for each Attaching Entity affected by the Attaching Entity's implementation of the One-Touch Transfer process.

- f) Critical Communication Facilities. If an affected Attaching Entity, in its sole and reasonable discretion, determines that a proposed One-Touch Simple Transfer poses a risk of disconnection or interruption of service to a Critical Communications Facility, the affected Attaching Entity shall notify the requesting Attaching Entity and GUC in writing within the seven (7) day notice period. The affected Attaching Entity is obligated to make the requested transfer of their Critical Communication Facilities within ten (10) days of providing such notice. Failure to make transfer their Critical Communications Facilities in a timely manner will subject the Critical Communications Facility to the One-Touch Transfer Process.
- g) Post-Transfer Notice. Within fifteen (15) calendar days following the completion of a One-Touch Transfer, the Attaching Entity shall send written notice of the One-Touch Transfer and As-Built Reports to each affected Attaching Entity. Within sixty (60) calendar days of receipt of these As-Built Reports, the Attaching Entity whose Communications Facilities were moved may conduct an inspection at the expense of the Attaching Entity who moved the facilities. If the One-Touch Transfer failed to meet all Applicable Engineering Standards, the Attaching Entity whose Communications Facilities were relocated will notify the moving Attaching Entity which will correct the deficiency at the moving Attaching Entity's expense within sixty (60) calendar days following receipt of such written notice. The Attaching Entity responsible for the relocation of third-party Communication Facilities shall pay the actual, reasonable, and documented inspection expenses incurred by the Attaching Entity whose Communication Facilities were relocated, within thirty (30) calendar days of receipt of invoice from the moved Attaching Entity. Failure of the owner of the relocated Attachment to undertake and complete their inspection with the sixty (60) calendar day period will be deemed acceptance of the One-Touch Transfer.
- h) Attaching Entity's Attachments Subject to One-Touch Transfer by Other Entities. An Attaching Entity's Communications Facilities shall be subject to the One-Touch Transfer Process conducted by another Attaching Entity or GUC pursuant to the same terms and conditions prescribed in this Section IV.B.5.

6. Make-Ready Communication Construction - Complex Transfers.

- a) Responsibility for Complex Transfers. The accomplishment of a Complex Transfer is considered part of Make-Ready Communication Construction and shall be performed by the Attaching Entity which owns the Attachment subject to transfer. It is the responsibility of the Attaching Entity requesting the Complex Transfer to negotiate a private process with the owning Attaching Entity for the Complex Transfer. The cost of the Complex Transfer shall be borne by the requesting Attaching Entity.
- b) Complex Transfers Escalation Process. In the event an Attaching Entity refuses to reach agreement on a process for the expedient transfer of an Attachment subject to a Complex Transfer, the requesting Attaching Entity may rely on the following escalation

procedures. At any time during these escalation procedures, the requesting Attaching Entity and the owner of the Attachment subject to the Complex Transfer may reach agreement on a voluntary transfer process. In such event, the requesting Attaching Entity shall notify GUC in writing of this agreement.

(i) Level 1: Initial Request for Complex Transfer (Days 0 to 30)

a. Initial Notice Letter. The requesting Attaching Entity shall provide written notice to owner of the Attachment subject to Complex Transfer, requesting the transfer of such Attachment with a copy to GUC. The Attaching Entity which owns such Attachment shall perform the transfer within thirty (30) calendar days of receipt of notice from the requesting Attaching Entity.

(ii) Level 2: Initial Escalation Process (Days 31 to 60)

a. Escalation Notification. If the owner fails to transfer the Attachment subject to Complex Transfer within the initial thirty (30) calendar days, the requesting Attaching Entity shall send a certified letter notifying the non-compliant Attaching Entity that failure to transfer the Attachment within a subsequent thirty (30) calendar days of receipt of notice will result in the Attachment in question being designated by GUC as non-compliant with the Complex Transfer Process and subject to penalty, as described in Appendix H, on the basis of interference with the requesting Attaching Entity's permitted Attachment rights. The requesting Attaching Entity shall send GUC a copy of the escalation letter and all other correspondence between the parties related to this matter.

b. Duty to Negotiate. The requesting Attaching Entity is required to continue negotiations with the non-compliant Attaching Entity during the thirty (30) calendar day escalation period. Absent extraordinary circumstances, the non-compliant Attaching Entity's failure to transfer the Attachment subject to Complex Transfer by the end of the thirty (30) calendar day escalation period shall be considered a lack of cooperation on the part of the non-compliant Attaching Entity. Conversely, absent extraordinary circumstances, a refusal by the requesting Attaching Entity to agree to an alternative process for the transfer of the Attachment in question within a reasonable date certain shall be considered a lack of cooperation on the part of the requesting Attaching Entity.

c. Notice of Success Complex Transfer. If the non-compliant Attaching Entity transfers the Attachment subject to Complex Transfer within the thirty (30) calendar day escalation period, or the requesting Attaching Entity transfers the Attachment by mutual agreement of the parties, no further escalation will be necessary.

(iii) Level 3: GUC Finding of Non-Compliant Attachments (Days 61 to 90)

a. Request for Finding of Non-compliant Attachments. If the requesting Attaching Entity and the non-compliant Attaching Entity cannot reach agreement and the other Attaching Entity fails to transfer the Attachment subject to Complex

Transfer within the thirty (30) calendar day escalation period; the requesting Attaching Entity within five (5) calendar days thereafter shall notify GUC in writing, provide a short summary of efforts to negotiate the rearrangement or transfer of the Attachment in question, and request GUC to make a finding of Non-complaint Attachment on the basis of interference with the requesting Attaching Entity's permitted Attachment rights. The request shall explain why the requesting Attaching Entity believes the noncompliant Attaching Entity is acting in bad faith.

- b. Notification of Non-Compliant Attachments. Within ten (10) calendar days of receiving the request for a finding of noncompliant Attachments, GUC will evaluate the request and if it finds the request credible; GUC will:
- (1) Notify the non-compliant Attaching Entity by certified mail that GUC has determined the Attachment subject to Complex Transfer is declared as "Non-compliant Attachment";
 - (2) The non-conforming Attaching Entity will begin accruing penalties as provided in Appendix H of these Standards until the Non-compliant Attachment is transferred; and
 - (3) GUC will suspend the processing of the noncompliant Attaching Entity's Applications effective five (5) days after receipt of the certified letter. Thereafter, the non-compliant Attaching Entity will have fifteen (15) days in which to transfer the non-compliant Attachment and notify GUC in writing in order to reinstate the processing of Applications. If the non-compliant Attaching Entity fails to transfer the non-compliant Attachment within the twenty (20) calendar day grace period, the non-compliant Attachment will be subject to further penalties and transfer as provided in Section III.E and Appendix H. GUC will reinstate the processing of the non-compliant Attaching Entity's Applications upon receipt of written notification of the transfer of the non-compliant Attachment and the payment of all assessed penalties.
- c. Duty to Negotiate. The requesting Attaching Entity is required to continue negotiations with the non-compliant Attaching Entity which owns the non-compliant Attachment during the twenty (20) calendar day grace period.
- d. Notice of Transfer. If the non-compliant Attaching Entity transfers non-compliant Attachment within the twenty (20) calendar day grace period, or the requesting Attaching Entity transfers the noncompliant Attachment by mutual agreement of the parties, the moving party shall notify GUC by electronic message, GUC shall reinstate processing of the other Attaching Entity's Applications within twenty-four (24) hours of receiving payment of all outstanding penalties.
- e. Stop Processing Pole Attachment Permit Applications. If GUC does not receive written notification of the transfer of the non-compliant Attachment by the end of the twenty (20) calendar day grace period, GUC shall stop processing the noncompliant Attaching

Entity's Applications pending further written notice of a successful transfer and the payment of all outstanding penalties.

- (iv) Level 4: Transfer or Removal of unauthorized Attachments (Days 91 and Beyond)
 - a. Notification of Failed Transfer. If the parties fail to negotiate the successful transfer of the non-compliant Attachment, the requesting Attaching Entity shall promptly notify GUC in writing of the failed attempt and explain the reasons for the unsuccessful transfer.
 - b. Notification of Transfer of Non-compliant Attachments. Following receipt of the notification of failed transfer, GUC shall promptly proceed to transfer the non-compliant Attachment at the respective owner's expense. Following the transfer of the noncompliant Attachment, GUC will provide written notification of the transfer to the non-compliant Attaching Entity within twenty-four (24) hours. GUC shall reinstate processing of the non-compliant Attaching Entity's Applications within twenty-four (24) hours of receiving payment for the transfer cost and all outstanding penalties.
 - c. Notice of Transfer. In the event the non-compliant Attaching Entity transfers the non-compliant Attachment, or the requesting Attaching Entity transfers the non-compliant Attachment by mutual agreement of the parties, prior to GUC's transfer efforts, the moving party shall notify GUC in writing. The non-compliant Attaching Entity shall be assessed a one-time fine as provided in Appendix H of these Standards. Thereafter, GUC shall reinstate the processing of the non-compliant Attaching Entity's Applications within twenty-four (24) hours of receiving payment of all outstanding penalties.

7. Notice of Attachment Completion and Acceptance.

- a) Initial Notice to GUC. The Attaching Entity shall notify GUC in writing, or other format acceptable to GUC, within five (5) calendar days of the completion of the installation of the Attachment and/or Overlashing.
- b) Notice Following Acceptance. The Attaching Entity shall further notify GUC in writing, or other format acceptable to GUC within ten (10) calendar days from the acceptance of the other Attaching Entities' rearrangement or transfer of their Attachments pursuant to Section IV.B.5.g.

8. Post Construction Inspection.

- a) Construction Subject to Inspection. GUC shall inspect an Attaching Entity's Communication Construction and Attachments and/or Overlashings at the Attaching Entity's expense within three hundred sixty (360) calendar days of receiving the Attaching Entity's notification set forth in Section IV.B.7.b above. GUC may conduct these inspections to evaluate compliance with the Permit, Applicable Engineering Standards, or other design and installation requirements. The making of an inspection by GUC shall not in any way relieve any Attaching Entity or an Attaching Entity's insurers of any responsibility, duty, obligation, or liability under these Standards, the Pole Attachment Agreement, or otherwise; nor does GUC's ability to make inspections relieve an Attaching Entity from its obligations to exercise due care in the installation of its Attachments or Overlashings. The Post Construction Inspection provision set forth in this Section IV.B.8.a does not affect any other inspection requirements elsewhere

in these Standards. This Section IV.B.8 also applies to supplemental Post-Construction Inspections where the Attaching Entity reports “final corrections” of previously identified non-compliant work or locations as described in Section IV.B.8.b below.

- b) **Compliance.** In the event an inspection pursuant to Section IV.B.8.a reveals that corrections or other actions are required of an Attaching Entity, including without limitation those required for reasons of safety or structural integrity, the Attaching Entity shall make such required corrections or take the requested actions within sixty (60) calendar days after the date GUC sends written notice. GUC may perform such work without notice, at the Attaching Entity’s sole cost and risk if GUC determines in its reasonable judgment and discretion that an Emergency does not permit full advance notice to Attaching Entity. As soon as practicable thereafter, GUC will advise the Attaching Entity of the work performed or the action taken.

C. Private Network Process

The Private Network Process for wire Attachments to GUC Poles is illustrated in the Figure C below.

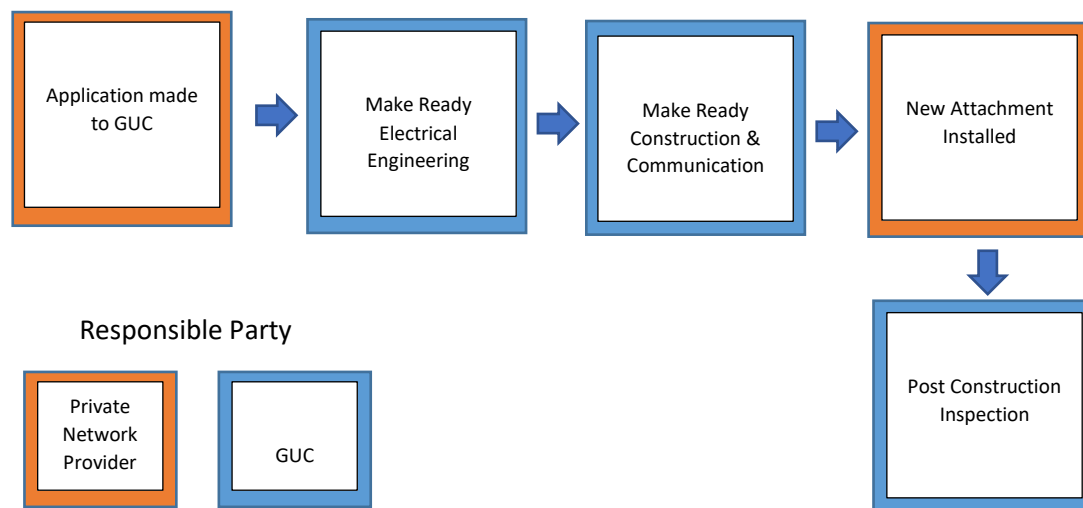


Figure C: Private Network Process

1. **Eligibility.** Any private entity or public organization, such as a school, university, or unit of local government that is an Attaching Entity, not engaged in providing competitive telecommunication services that operates an internal private network for its own private non-commercial communications purposes.
2. **Application for Permit Required.** An Attaching Entity who qualifies for the Private Network Process may choose either:
 - a) **GUC to Perform Make-Ready Engineering.** The Attaching Entity may request GUC to undertake and complete the Make-Ready Engineering required by the Application request. If the Attaching Entity elects for GUC to perform the Make-Ready Engineering, GUC shall provide the Attaching Entity an estimated cost to prepare and complete the Make-Ready Engineering. Upon approval to proceed, GUC will respond to such Application requests as

promptly as is reasonable, with a goal of providing a response within thirty (30) calendar days of receipt of the Application. The Attaching Entity is still required to apply and pay all applicable Applications Fees as described in Appendix H. GUC will invoice the Attaching Entity for the cost to produce the Make-Ready Work in accordance with the provisions of Section II.1.3; or

- b) Attaching Entity to Perform Make-Ready Engineering. The Attaching Entity may choose to complete its own Make-Ready Engineering by complying with all provisions of the Standard Process as described in Section IV.B.

3. GUC Review of Application.

- a) GUC to Perform Make-Ready Engineering. If the Attaching Entity chooses to have GUC complete the Make-Ready Engineering pursuant to Section IV.C.2.a, then GUC shall respond to the Application within thirty (30) calendar days of receipt and provide Attaching Entity with a detailed description of the proposed Make-Ready Work required for reasons of safety, reliability, or generally applicable engineering purposes.
- b) Attaching Entity to Perform Make-Ready Engineering. If the Attaching Entity chooses to be responsible for its own Make-Ready Engineering pursuant to Section IV.C.2.b, then all provisions of Section IV.B.3 shall be applicable to GUC's Review of Applications for Applications considered under the Standard Process – Small Entity process.

4. Make-Ready Electrical Construction. All provisions of Section IV.B.4 shall be applicable to Make-Ready Work Electrical Construction for Applications considered under the Private Network Process.

5. Make-Ready Communication Construction – One Touch Transfers. All provisions of Section IV.B.5 shall be applicable to Make-Ready Communications Construction for Applications considered under the Private Network Process regarding One-Touch Transfers.

6. Make-Ready Communication Construction - Complex Transfers. All provisions of Section IV.B.6 shall be applicable to Make-Ready Communications Construction for Applications considered under the Private Network Process regarding Complex Transfers.

7. Notice of Attachment Completion and Acceptance. All provisions of Section IV.B.7 shall be applicable to Notice of Attachment Completion and Acceptance for Applications considered under the Private Network Process.

8. Post Construction Inspection. All provisions of Section IV.B.8 shall be applicable to Post Construction Inspection for Applications considered under the Private Network Process.

V. APPENDICES

- A. GUC Pole Attachment Registration Form**
- B. GUC Application for Pole Attachment Permit**
- C. GUC Authorization for Make-Ready Work**
- D. GUC Specifications for Attachments**
- E. GUC Vertical Clearance Requirements**
- F. GUC Attachment Clearance Requirements**
- G. GUC Pole Loading Requirements**
- H. GUC Schedule of Pole Attachment Rates, Fees, and Charges**
- I. GUC Standard Pole Attachment Agreement**
- J. GUC Notice of Dispute Form**



Appendix A: GUC Pole Attachment Registration Form



Pole Attachment Annual Registration & Reporting Form

Form shall be received by **December 1st** annually or as requested due to changes to avoid penalty of suspension
Submit form via email to poleattachment@quc.com; Email Subject Line: Annual Registration & Reporting Form

Registration Form			
Name of Licensee			
Corporate Name:			
Licensee Contact Information			
Corporate Liaison	Name:		Title:
	Email:		Phone:
Billing Manager	Name:		Title:
	Email:		Phone:
	Billing Address:		
Permit Manager	Name:		Title:
	Email:		Phone:
Construction Manager	Name:		Title:
	Email:		Phone:
Emergency Contact	Name:		Title:
	Email:		Phone:
Comments			
Licensee Documentation			
*Pubic Utility Commission of North Carolina (NCUC)	Certified: _____		
	Yes		No
*Type of Authorization Granted by:	_____		
Franchise	License Agreement	Permit/Ordinance	
*Attach supporting documentation for the following items along with any additional information authorizing the use of municipal right-of-way for Licensee Attachments.			

Attachment Reporting Form		
Attachments	Current Reporting Year (December 2 nd – December 1 st)	Total
Pending Permit Approval		
In Construction (Permit Approved)		
*Installation Complete		
*Non-Functional		
*Removed (Not Replaced)		
*Attach list of poles with corresponding permit number for record verification.		

Representative Date

Appendix B: GUC Application for Pole Attachment Permit



Exhibit A
Application-Permit for Attachment/Removal of Licensee's Facilities

Application	
To: Greenville Utilities	
In accordance with the Terms & Conditions of the Master Agreement dated: _____, 20 _____	
New	Application is made for permit to make attachments to _____ No. poles located in the vicinity of _____
Drop	Application is made for permit for _____ No. drop attachments made during Month: _____ Year: _____
Remove	Notification is given that _____ No. attachments were removed from Permit _____ during Month: _____ Year: _____
<p>_____</p> <p>Licensee Representative Date</p>	

Notification of Cost	
To: Company (Licensee)	
Date of Notice: _____	
*Application Permit Fee	
Application Fee:	= _____
Per Pole Fee: \$3 X _____	= _____
Rate	No. of Poles
*Invoiced upon completion of application review	
Permit Fee	
**Make Ready Cost	
Estimated make ready cost for this permit: _____	= _____
No. of Poles	
Make Ready	
**Prorated Attachment Rental Fee	
\$10 ÷ 12 Months X _____ X _____	= _____
Annual Rate	No. of Attachments
No. of Months	
Prorated Rental	
**Invoiced upon Licensee Acceptance	
Total Invoice	
Licensee Acceptance: Yes <input type="checkbox"/>	Accepted By: _____
No <input type="checkbox"/>	Date of Acceptance: _____

Permit									
Permission is hereby granted to LICENSEE to make attachments to the poles at the locations set forth in the above application.									
Inventory of Poles Used by Licensee	Permit No. _____								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Previous Balance</th> <th style="width: 25%;">Add</th> <th style="width: 25%;">Remove</th> <th style="width: 25%;">New Balance</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Previous Balance	Add	Remove	New Balance					Granted By: _____
Previous Balance	Add	Remove	New Balance						
	Title: _____								
	Date: _____								



Appendix C: GUC Authorization for Make-Ready Work

In response to an Application for an Attachment Permit pursuant to GUC’s Pole Attachment Standards, GUC has completed the field survey work associated with the Attaching Entity’s Application No. _____, dated _____. The following is a summary of the Make-Ready Work charges which must be paid to GUC before it will begin such work. GUC Work Request No. _____ **Make-Ready Work:**

Total:

Labor Total	_____
Equipment Total	_____
Material Total	_____
Sub-Total	_____
(Less Salvage Credit)	_____
Total Cost	_____

In accordance with the Attaching Entity’s Standard Pole License Agreement with GUC, if the Attaching Entity agrees that GUC complete the required Make-Ready Work, please sign this copy below and return it to

_____.

GUC

By: _____

Printed Name: _____

Date Signed: _____

Make Ready Work Acceptance

The required Make-Ready Work associated with Application No. _____ is authorized. Payment of the charges for such Make-Ready Work is enclosed.

Attaching Entity

By: _____

Title: _____

Telephone No.: _____

Date Signed: _____

Appendix D: GUC Specifications for Attachments

The following engineering and construction practices will be followed by the Attaching Entity when making Attachments to GUC Poles. The items listed below are not an exhaustive list, and are intended to supplement, not replace the National Electrical Safety Code (NESC) or other Applicable Engineering Standards required by the Pole Attachment Agreement or the GUC Pole Attachment Standards.

- 1. Attachment and Cable Clearances:** Attaching Entity's Attachments on GUC Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code (NESC) and in the GUC drawings and standards provided in Appendix E and Appendix F. GUC adopts and requires Attaching Entity's compliance with revisions of the NESC upon adoption by NESC of those revisions. Compliance with NESC sections pertaining to Overhead communication lines ***will be stringently enforced*** by GUC.
- 2. Sag and Mid-Span Clearances:** Attaching Entity will leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are (a) achieved at Poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of 30 inches (30") of separation must be maintained between insulated or bare conductors and bonded communication cables at maximum design sag and maximum design temperature. At mid-span, a minimum of four inches (4") of separation must be maintained between any other communication cables. At the Pole support, a twelve inch (12") spacing must be maintained between Attaching Entity's connection and any other Attaching Entities connection as noted in Appendix F.
- 3. Vertical Runs on Poles:** All vertical runs on Poles, including those for power feed for TV amplifiers, shall be placed on the quarter faces of the Pole and shall be covered by a riser guard with a two-inch (2") clearance in any direction from cable, bolts clamps, metal supports and other equipment. Secondary cable providing service to streetlights may be covered with non-metallic conduit to allow minimum clearances to communication cables as permitted in the NESC.
- 4. Cable Bonding:** An Attaching Entity's Messenger cable shall be bonded to the GUC Pole ground wire at each GUC Pole that has a ground wire.
- 5. Down Guys and Anchors:**
 - a. Down guys shall not be bonded to ground or Neutral wires of the GUC Pole and shall not provide a current path to ground from the Pole ground or power system Neutral.
 - b. All Attaching Entities shall provide their own anchors. Under no circumstances is the Attaching Entity allowed to attach its guy to a GUC anchor. Attaching Entity's anchors shall strive to be a minimum of four (4) feet from the GUC anchor.
 - c. No Attachments may be installed on a Pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on a Pole until all required guys and anchors are installed.
 - d. Anchors and guys must be installed on each Pole where an angle or dead-end occurs. Attaching Entity shall make guy attachments to Poles at or below its cable Attachment.

- 6. Service Drop Clearance:** The parallel minimum separation between an Attaching Entity's Service Drops and telephone Service Drops shall be six inches (6"), and the crossover separation between the drops shall be twelve inches (12").
- 7. Railroad Clearances:** Required clearances over railroads may be greater than specified in the NESC. Attaching Entities are responsible for maintaining minimum clearances and acquiring appropriate encroachment agreements as required by each rail company.
- 8. Service Clearances:** A four-inch (4") separation shall be maintained between GUC's service cable and any other Attaching Entities facilities located on the customer's private property in accordance with the NESC.
- 9. Climbing Space:** A clear climbing space must always be maintained on the face of the Pole. All Attachments must be placed as to allow and maintain a clear and proper climbing space on the face of the GUC Pole. Cable Attachments shall be placed on the same side of the Pole as existing telephone or communication cables. In general, all other facilities and vertical runs should be placed on Pole quarter faces.
- 10. Riser Installations:** On a going forward basis, all riser installations, including those providing 120/240 volt power for Attaching Entity's equipment enclosure shall be placed on the quarter faces of the Pole and must be installed in GUC approved conduit with a weatherhead attached to the Pole with metal stand-off brackets. Ground wires may be attached directly to the Pole.
- 11. Identification:** All Attaching Entity's Communication Facilities, including all cable, shall be identified with Tags as required by these Standards and described in Appendix K.
- 12. Telecommunication Cables:** All telecommunication cables not owned by GUC shall be attached within the Communication Space that is located no less than forty inches (40") below the GUC Neutral. Telecommunication cables may be attached with thirty inches (30") of clearance between communication cables and non-current carrying parts that are effectively grounded.
- 13. Safety Zone:** No mounting brackets are permitted in the safety zone. The safety zone between Communication Facilities and supply facilities on the same Pole extends horizontally out to the boundaries of the climbing space and working space. The safety zone is measured vertically from the level of the closest surface of the Communication Facility to the level of the closest surface of the supply facility. The required clearance of the safety zone is measured vertically between the levels of the equipment involved. Standoff bracket installation will not be allowed to meet the forty-inch (40") clearance requirement.
- 14. Platforms:** Communication Facilities/Attachments must dip underground one Pole before and one Pole after on all GUC Platforms for step-down and voltage-regulator banks.
- 15. Power Supply:** Attaching Entity shall install no power supply on any GUC Pole on which underground services, capacitor banks, sectionalizing equipment, or voltage regulators are already installed.
- 16. Disconnect or Breaker.** No electrical service connection to a communication power supply shall be made or installed by Attaching Entity until after GUC shall have completed an inspection of an approved fused service disconnect or circuit breaker installed by the Attaching Entity.

- 17. Relocating Attachments:** When moving an Attachment from one location to another, Attaching Entity shall immediately treat all affected holes left in the Pole with industry acceptable wood preservative and plug all holes left by such Attachments.
- 18. Bolts:** No bolt used by Attaching Entity to attach its Communication Facilities shall extend or project more than two inches (2") beyond its nut.
- 19. Workmanship:** Attaching Entity shall install and maintain all of its Communication Facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the Pole as determined by GUC in its sole discretion.
- 20. Attachment Arm:** Communications cables shall be installed without the use of Attachment Arms, extension arms, stand-off brackets or similar hardware, unless otherwise approved in advance by GUC for each Pole. The proposed use of Attachment Arms, extension arms, stand-off brackets or similar hardware by an Attaching Entity shall be identified on the Application for Permit.

Appendix E: GUC Vertical Clearance Requirements

NESC Vertical Clearance Table 232-1

Clearance Adders: The vertical clearances required by the NESC are the absolute minimum clearance required by GUC to issue a Permit.

[Balance of Page Left Blank Intentionally]

ft

**Table 232-1—
Vertical clearance of wires, conductors, and cables above ground,
roadway, rail, or water surfaces**

(Voltages are phase to ground for effectively grounded circuits and those other circuits where all ground faults are cleared by promptly de-energizing the faulted section, both initially and following subsequent breaker operations. See the definitions section for voltages of other systems.
See Rules 232A, 232B1, 232C1a, and 232D4.)

Nature of surface underneath wires, conductors, or cables	Insulated communication conductors and cable; messengers; overhead shield/surge-protection wires; effectively grounded guys; ungrounded portions of guys meeting Rules 215C2 and 279A1 exposed to 0 to 300 V ^① ② ③; neutral conductors meeting Rule 230E1; supply cables meeting Rule 230C1 (ft)	Noninsulated communication conductors; supply cables of 0 to 750 V meeting Rule 230C2 or 230C3 (ft)	Supply cables over 750 V meeting Rule 230C2 or 230C3; open supply conductors, 0 to 750 V ^① ; ungrounded portions of guys meeting Rules 215C2 and 279A1 exposed to over 300 V to 750 V ^① ② ③ (ft)	Open supply conductors, over 750 V to 22 kV; ungrounded portions of guys meeting Rules 215C2 and 279A1 exposed to 750 V to 22 kV ^① ② ③ (ft)	Trolley and electrified railroad contact conductors and associated span or messenger wires ^④	
					0 to 750 V to ground (ft)	Over 750 V to 22 kV to ground (ft)
Where wires, conductors, or cables cross over or overhang						
1. Track rails of railroads (except electrified railroads using overhead trolley conductors) ^② ③ ④	23.5	24.0	24.5	26.5	22.0 ^④	22.0 ^④
2. Roads, streets, and other areas subject to truck traffic ^②	15.5	16.0	16.5	18.5	18.0 ^⑤	20.0 ^⑤
3. Driveways, parking lots, and alleys ^③	15.5 ^② ③	16.0 ^② ③	16.5 ^②	18.5	18.0 ^⑤	20.0 ^⑤
4. Other areas traversed by vehicles, such as cultivated, grazing, forest, and orchard lands, industrial sites, commercial sites, etc. ^⑥	15.5	16.0	16.5	18.5	—	—
5. Spaces and ways subject to pedestrians or restricted traffic only ^④	9.5	12.0 ^①	12.5 ^①	14.5	16.0	18.0
6. Water areas not suitable for sailboating or where sailboating is prohibited ^④	14.0	14.5	15.0	17.0	—	—

ft

Table 232-1— (continued)
Vertical clearance of wires, conductors, and cables above ground, roadway, rail, or water surfaces

(Voltages are phase to ground for effectively grounded circuits and those other circuits where all ground faults are cleared by promptly de-energizing the faulted section, both initially and following subsequent breaker operations. See the definitions section for voltages of other systems.
 See Rules 232A, 232B1, 232C1a, and 232D4.)

Nature of surface underneath wires, conductors, or cables	Insulated communication conductors and cable; messengers; overhead shield/surge-protection wires; effectively grounded guys; ungrounded portions of guys meeting Rules 215C2 and 279A1 exposed to 0 to 300 V ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾⁽⁵⁾ ; neutral conductors meeting Rule 230E1; supply cables meeting Rule 230C1 (ft)	Noninsulated communication conductors; supply cables of 0 to 750 V meeting Rule 230C2 or 230C3 (ft)	Supply cables over 750 V meeting Rule 230C2 or 230C3; open supply conductors, 0 to 750 V ⁽¹⁾ ; ungrounded portions of guys meeting Rules 215C2 and 279A1 exposed to over 300 V to 750 V ⁽¹⁾⁽⁴⁾⁽⁵⁾ (ft)	Open supply conductors, over 750 V to 22 kV; ungrounded portions of guys meeting Rules 215C2 and 279A1 exposed to 750 V to 22 kV ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾⁽⁵⁾ (ft)	Trolley and electrified railroad contact conductors and associated span or messenger wires ⁽¹⁾	
					0 to 750 V to ground (ft)	Over 750 V to 22 kV to ground (ft)
7. Water areas suitable for sailboating including lakes, ponds, reservoirs, tidal waters, rivers, streams, and canals with an unobstructed surface area of ⁽⁷⁾⁽⁸⁾⁽⁹⁾⁽¹⁰⁾⁽¹¹⁾						
a. Less than 20 acres	17.5	18.0	18.5	20.5	—	—
b. Over 20 to 200 acres	25.5	26.0	26.5	28.5	—	—
c. Over 200 to 2000 acres	31.5	32.0	32.5	34.5	—	—
d. Over 2000 acres	37.5	38.0	38.5	40.5	—	—
8. Established boat ramps and associated rigging areas; areas posted with sign(s) for rigging or launching sail boats	Clearance aboveground shall be 5 ft greater than in 7 above, for the type of water areas served by the launching site					
Where wires, conductors, or cables run along and within the limits of highways or other road rights-of-way but do not overhang the roadway						
9. Roads, streets, or alleys	15.5 ⁽²⁾	16.0	16.5	18.5	18.0 ⁽³⁾	20.0 ⁽³⁾
10. Roads where it is unlikely that vehicles will be crossing under the line	13.5 ⁽¹⁾⁽²⁾	14.0 ⁽²⁾	14.5 ⁽²⁾	16.5	18.0 ⁽³⁾	20.0 ⁽³⁾

NOTE: The clearance values shown in this table are computed by adding the applicable Mechanical and Electrical (M & E) value of Table A-1 to the applicable Reference Component of Table A-2a of Appendix A.

- ① Where subways, tunnels, or bridges require it, less clearance above ground or rails than required by Table 232-1 may be used locally. The trolley and electrified railroad contact conductor should be graded gradually from the regular construction down to the reduced elevation.
- ② For wires, conductors, or cables crossing over mine, logging, and similar railways that handle only cars lower than standard freight cars, the clearance may be reduced by an amount equal to the difference in height between the highest loaded car handled and 20 ft, but the clearance shall not be reduced below that required for street crossings.
- ③ Does not include neutral conductors meeting Rule 230E1.
- ④ In communities where 21 ft has been established, this clearance may be continued if carefully maintained. The elevation of the contact conductor should be the same in the crossing and next adjacent spans. (See Rule 225D2 for conditions that must be met where uniform height above rail is impractical.)
- ⑤ In communities where 16 ft has been established for trolley and electrified railroad contact conductors 0 to 750 V to ground, or 18 ft for trolley and electrified railroad contact conductors exceeding 750 V, or where local conditions make it impractical to obtain the clearance given in the table, these reduced clearances may be used if carefully maintained.
- ⑥ These clearance values also apply to guy insulators.
- ⑦ Where vehicles exceeding 8 ft in height are not normally encountered nor reasonably anticipated, service drop(s) clearances over residential driveways only may be reduced to the following:

	(ft)
(a) Insulated supply service drops limited to 300 V to ground	12.5
(b) Insulated drip loops of supply service drops limited to 300 V to ground	10.5
(c) Supply service drops limited to 150 V to ground and meeting Rule 230C1 or 230C3	12.0
(d) Drip loops only of service drops limited to 150 V to ground and meeting Rule 230C1 or 230C3	10.0
(e) Insulated communication service drops	11.5
- ⑧ These clearances values for service drops to residential buildings only may be reduced to the following:

	(ft)
(a) Insulated supply service drops limited to 300 V to ground	10.5
(b) Insulated drip loops of supply service drops limited to 300 V to ground	10.5
(c) Supply service drops limited to 150 V to ground and meeting Rule 230C3	10.0
(d) Drip loops only of supply service drops limited to 150 V to ground and meeting Rule 230C3	10.0
- ⑨ Spaces and ways subject to pedestrians or restricted traffic only are those areas where riders on horses or other large animals, vehicles, or other mobile units exceeding a total height of 8 ft are prohibited by regulation or permanent terrain configurations, or are otherwise not normally encountered nor reasonably anticipated.
- ⑩ Where a supply or communication line along a road is located relative to fences, ditches, embankments, or other terrain features so that the ground under the line would not be expected to be traveled except by pedestrians, the clearances may be reduced to the following values:

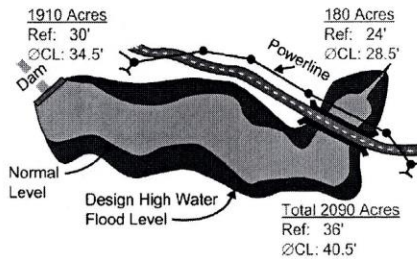
	(ft)
(a) Insulated communication conductor and communication cables.	9.5
(b) Conductors of other communication circuits	9.5
(c) Supply cables of any voltage meeting Rule 230C1 and neutral conductors meeting Rule 230E1	9.5
(d) Insulated supply conductors limited to 300 V to ground	12.5
(e) Insulated supply cables limited to 150 V to ground meeting Rule 230C2 or 230C3	10.0
(f) Effectively grounded guys, insulated guys meeting Rules 279A1 and 215C2 exposed to 0 to 300 V	9.5
- ⑪ No clearance from ground is required for anchor guys not crossing tracks, rails, streets, driveways, roads, or pathways.
- ⑫ This clearance may be reduced to 13 ft for communication conductors and guys.
- ⑬ Where this construction crosses over or runs along (a) alleys, non-residential driveways, or parking lots not subject to truck traffic, or (b) residential driveways, this clearance may be reduced to 15 ft.
- ⑭ The portion(s) of span guys between guy insulators and the portion(s) of anchor guys above guy insulators that are not effectively grounded shall have clearances based on the highest voltage to which they may be exposed due to a slack conductor or guy.
- ⑮ The portion of anchor guys below the lowest insulator meeting Rules 279A1 and 215C2a may have the same clearance as effectively grounded guys.
- ⑯ Adjacent to tunnels and overhead bridges that restrict the height of loaded rail cars to less than 20 ft, these clearances may be reduced by the difference between the highest loaded rail car handled and 20 ft, if mutually agreed to by the parties at interest.
- ⑰ For controlled impoundments, the surface area and corresponding clearances shall be based upon the design high-water level.
- ⑱ For uncontrolled water flow areas, the surface area shall be that enclosed by its annual high-water mark. Clearances shall be based on the normal flood level; if available, the 10-year flood level may be assumed as the normal flood level.

- ⓐ The clearance over rivers, streams, and canals shall be based upon the largest surface area of any 1 mi long segment that 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.
- ⓑ Where a bridge or other overwater obstruction restricts vessel height to less than the applicable reference height given in Table 232-3, the required clearance may be reduced by the difference between the reference height and the overwater obstruction height for the area of the body of water over which the line crosses, except that the reduced clearance shall be not less than that required for the surface area on the line-crossing side of the obstruction.

EXAMPLE: If a 2090 acre lake (over 2000 acres; reference height 36 ft) consists of 1910 acres (200 to 2000 acres; reference height 30 ft) on one side of a bridge and 180 acres (20 to 200 acres; reference height 24 ft) on the other side of the bridge, the required line clearance must be not less than that required for an over 2000 acre lake as required by Table 232-1 unless the bridge height above design high water is less than the reference dimension of 36 ft.

If the line is placed on the 180 acre side and the bridge height above design high water is less than 36 ft, but more than 24 ft, the required line clearance is reduced from that required by a lake of over 2000 acres by the difference between the bridge clearance and 36 ft. If the bridge height above design high water is less than 24 ft, the required clearance remains at that required for a 20 to 200 acre lake. See following figure.

Similarly, if the line is placed on the 1910 acre side and the bridge height above design high water is less than 36 ft, but more than 30 ft, the required line clearance is reduced from that required by a lake of over 2000 acres by the difference between the bridge clearance and 36 ft. If the bridge height above design high water is less than 30 ft, the required clearance remains at that required for a 200 to 2000 acre lake.



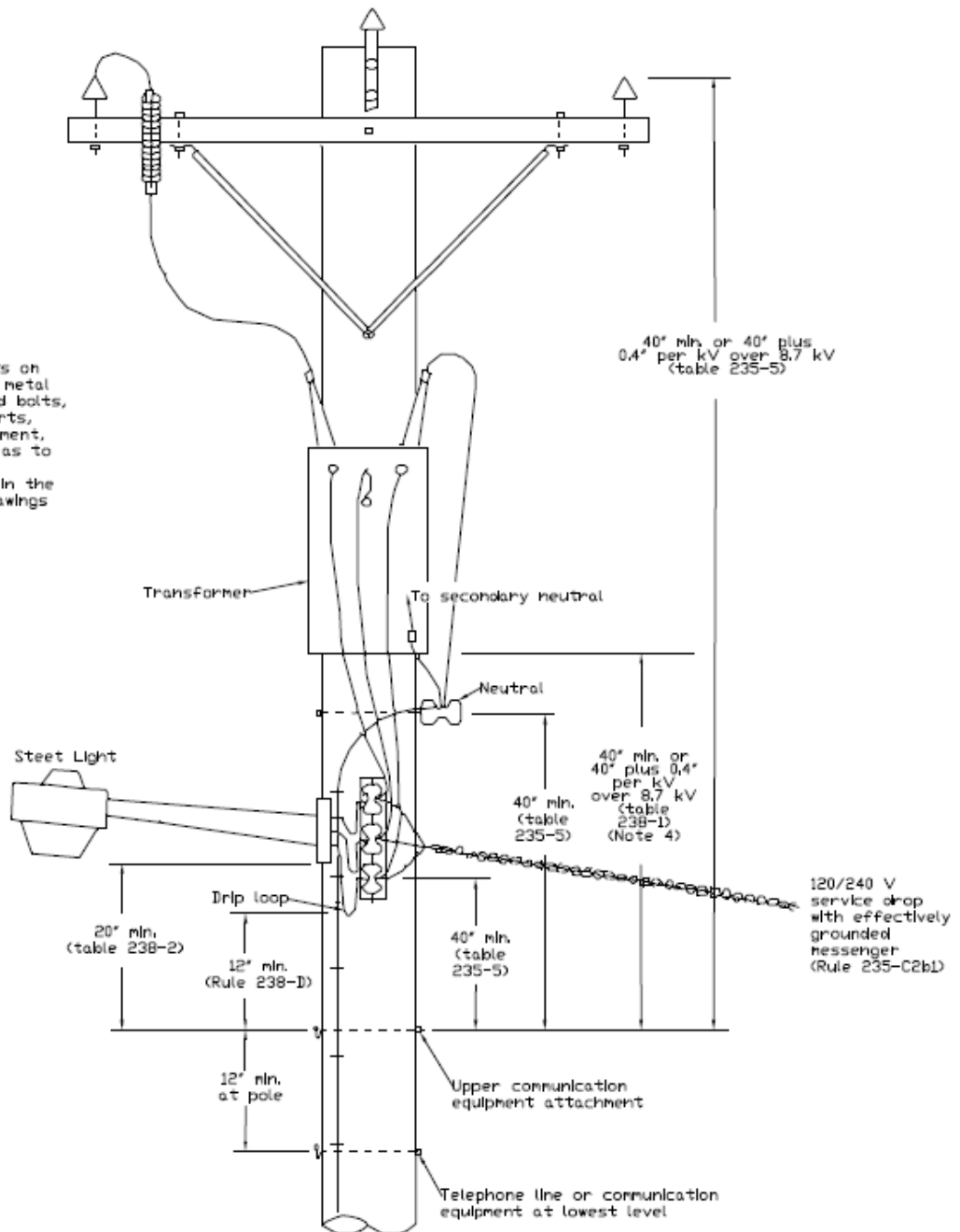
Power line on small lake side of bridge

- ⓐ Where the U.S. Army Corps of Engineers, or the state, or surrogate thereof has issued a crossing permit, clearances of that permit shall govern.
- ⓑ See Rule 234I for the required horizontal and diagonal clearances to rail cars.
- ⓒ 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 nor reasonably anticipated.
- ⓓ Communication cables and conductors may have a clearance of not less than 15 ft where poles are back of curbs or other deterrents to vehicular traffic.
- ⓔ This footnote not used in this edition.
- ⓕ When designing a line to accommodate oversized vehicles, these clearance values shall be increased by the difference between the known height of the oversized vehicle and 14 ft.

Appendix F: GUC Attachment Clearance Requirements

[Balance of Page Left Blank Intentionally]

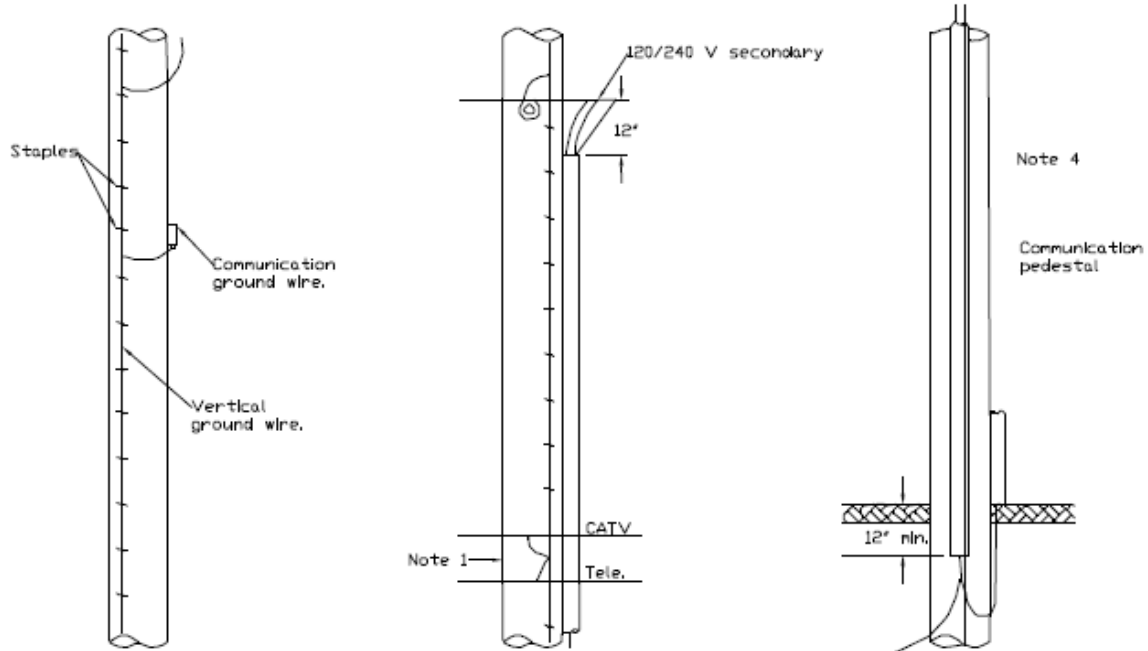
Licensee's Attachments on Utility Poles, including metal attachment clamps and bolts, metal crossarm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the NESC and in these drawings and specifications.



Notes:


1. Refer to the attached Utility Construction Standards, or obtain the applicable construction standards from Utility in accordance with the affected Utility's requirements.
2. Apply the Utility Construction Standards in coordination of the applicable NESC, NEC, or State Statute code requirements.
3. No communications power supply shall be mounted on poles except by permission of Utility.
4. If bottom of transformer can is below the system neutral, see NESC 2017 table 238-1 note 1.
5. Separation between vertical runs and any metal parts or through bolts of power or communication equipment shall be at least 2" in any direction. Bolts shall have less than 2" exposed thread.

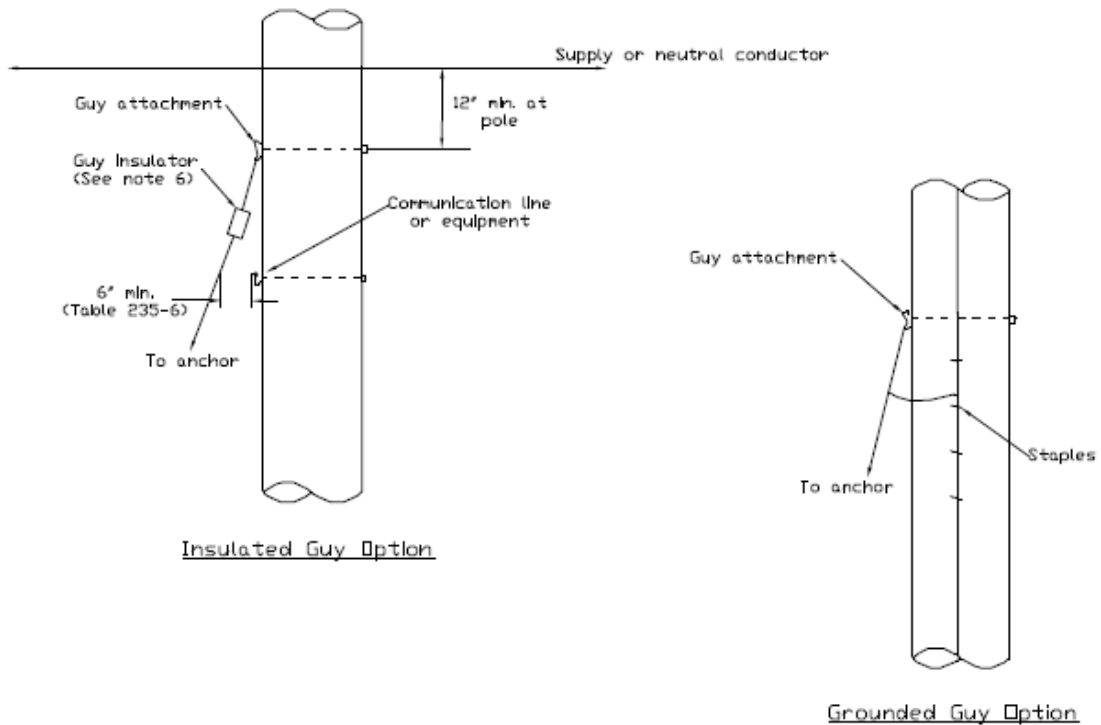
GREENVILLE UTILITIES COMMISSION GREENVILLE, NORTH CAROLINA			
		POLE ATTACHMENTS OVERHEAD MINIMUM CLEARANCES	
DWN. JLS	DATE: 03/03/2021	DWG. NO. A-01	
CKD. KW	APPD. KW		
SCALE: N.T.S.			
	REVISION	DATE	REVISION



Notes:


1. Licensee shall bond to utility pole ground wherever Utility has a down ground on the pole. If the ground is under the metal U-guard, contact Utility to make the ground connection.
2. If no pole ground exists install a pole down ground on the pole. Protect the pole ground with a ground wire moulding. Top of ground rod shall be at least 6 inches below grade.
3. Bond wire shall be #6 bare copper or larger. If bond wire is unsupported for more than 12 inches, staple to pole.
4. When communication's are underground, the power is overhead and it is required that the communications ground be interconnected to the power supply ground, the connection shall be made below grade.
5. In no case shall Licensee ground be connected to guys/anchors.
6. If a neutral isolation device is installed on this pole the attacher must contact Utility for special grounding instructions.
7. Licensee's messenger cable shall be bonded to Utility's pole ground wire at each pole that has a ground wire.

GREENVILLE UTILITIES COMMISSION GREENVILLE, NORTH CAROLINA			
		POLE ATTACHMENTS GROUNDING CONNECTIONS	
DWN. JLS	DATE: 03/04/2021	DWG. NO. A-02	
CKD. KW	APPD. KW		
SCALE: N.T.S.			
	REVISION	DATE	REVISION



NOTES:

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Utility's poles by licensee's attachments.
2. Anchors and guy wires must be set on each Utility pole where there is a turn or angle and on all dead-end Utility poles.
3. Licensee may not place guy wires on the anchors of Utility or Third Party User without prior written consent of all attaching entities and anchor owners.
4. No Attachment may be installed on a Utility pole until all required guys and anchors are installed, nor may any Attachment be modified or relocated in such a way as will materially increase the stress or loading on Utility poles until all required guys and anchors are installed.
5. Licensee's down guys shall not be bonded to ground or neutral wires of Utility's pole and shall not provide a current path to ground from the pole ground or power system neutral. If permitted or required by the Utility, grounded guys should be installed.
6. On jointly used structures, guys that pass within 12' of supply conductors, and also pass within 12' of communication cables shall be protected with a suitable insulating covering where the guy passes the supply conductors, unless the guy is effectively grounded or insulated with a strain insulator at a point below the lowest supply conductor and above the highest communication cable.

GREENVILLE UTILITIES COMMISSION GREENVILLE, NORTH CAROLINA			
		POLE ATTACHMENTS GUY WIRE REQUIREMENTS	
DWN. JLS	DATE: 03/04/2021	DWG. NO. A-03	
CKD. KW	APPD. KW		
SCALE: N.T.S.			
	REVISION	DATE	REVISION

Appendix G: GUC Pole Loading Requirements

1. **Engineering and Planning Qualifications:** Any Pole Loading Analysis (PLA) submitted as part of the Application package shall be signed and sealed by a licensed Professional Engineer approved by GUC.
2. **PLA Submittal requirements:** Attaching Entity shall submit PDF copies of the full PLA report for each pole identified as requiring a PLA study pursuant to this Appendix G. Acceptable software for use of PLA will be a commercially available product with general industry acceptance.
3. **Pole Loading Parameters:** PLA is to be performed in accordance with the requirements of **Medium Wind and Ice** as described the current version of the National Electric Safety Code (NESC) for the Pitt County area. GUC PLA Grade Requirements shall be as follows:
 - **Single Circuit:** NESC Grade C unless required to be Grade B by the current version of the NESC.
 - **Double Circuit:** NESC Grade C unless required to be Grade B by the current version of the NESC. GUC may require Grade B design at “critical” double circuit areas, as identified by GUC
4. **Required conditions for PLA:** GUC will require PLA for the following “worst case” conditions:
 - Poles with angles of greater than 10 degrees (guyed & un-guyed) - single & double circuit
 - Poles with primary spans greater than 200 feet
 - All un-guyed secondary lift poles or streetlight poles
 - All GUC dead-end poles
 - All Poles with GUC 2 & 3 transformer (pot) banks, reclosers, and capacitor banks
 - All Poles less than Class 3 for which 3 phase electric distribution is installed

GUC Wood Pole Specifications	
Height (ft)	Class
35	5
40	4
45	4
50	3
55	3
60	2
65	2
70	2

- All Poles with five (5) or more Attachments, other than primary, secondary, and neutral attachments
- Any critical Pole identified by GUC not specified in categories above, up to ten percent (10%) of total Poles per Application

5. Reserved Capacity for Proposed Pole Change Outs: GUC shall require Reserved Capacity for any Pole which may be replaced as follows:

- Single Circuit: five percent (5%)
- Double Circuit: fifteen percent (15%)

6. Pole Loading Analysis Time Limitations: PLA analysis shall be valid for a time period of no longer than six (6) months from the time of Application submission. After this six (6) month period, a new PLA analysis will be required.

7. Exceptions to PLA Requirements: GUC will not require PLA for the following conditions:

- When Overlashing a 72-strand or smaller fiber optic cable

When placing a fiber optic cab

Appendix H: GUC Schedule of Pole Attachment Rates, Fees, and Charges

GUC is exempt from the definition of the term “utility” that applies to the regulations of the Federal Communications Commission (FCC) relating to pole attachments made by providers of communications services. GUC uses current FCC information as a basis for development of attachment rates to providers of telecommunications services. GUC reserves the right to adjust the Schedule of *Pole Attachment Rates* in accordance with any changes in FCC policy, and with updated GUC cost information.

1. Application Fees

Application Fee of \$30.00

Per Pole Fee of \$3.00 for each GUC Pole identified in the Application.

Simple Engineering Fee of \$60.00

Complex Engineering Fee of \$100.00

Simple Transfer Fee of \$30.00

2. Annual Attachment Connection Fee

The Attachment Connection Fee is the annual rental payment assessed by GUC to each Attaching Entity. The Annual Attachment Connection Fee is determined by GUC for each Attaching Entity by multiplying the Attachment Rate by the total number of Permitted Attachments for the Attaching Entity.

Annual Attachment Rate Per GUC-Owned Pole of \$10.00

Annual Attachment Rate Per Jointly-Owned Pole of \$5.00

a) Overlapping an existing Permitted Attachment is not a separate Attachment and will not be subject to a separate Attachment Connection Fee.

3. Unauthorized Attachment Charge

An Attaching Entity shall pay GUC, in addition to the annual Attachment Connection Fees that would have been payable for such Attachments if they had been Authorized, an Unauthorized Attachment Charge as provided below:

a) For entities without a valid Pole Attachment Agreement, the Unauthorized Attachment Charge shall be determined to be \$500 per Pole per year for each Unauthorized Attachment.

b) For Attaching Entities with a valid Pole Attachment Agreement, the Unauthorized Attachment Charge shall be the Annual Attachment Rate per Pole multiplied by the number of years from the date of the actual attachments or otherwise determined in accordance with Appendix H.3.c plus a three percent (3%)

interest (prime rate as published in the Money Rate Section of the Wall Street Journal) from the determined date of attachment.

c) If the date on which the Unauthorized Attachment was made cannot be determined, the Unauthorized Attachment will be assumed to have been installed by the Attaching Entity on the next day following the last completed Inventory, not to exceed five (5) years.

4. Other

a) Non-Compliance with Complex Transfer Process

Pursuant to Section IV.B.6 of the GUC Pole Attachment Standards, GUC shall levy a penalty of \$350 per Attachment to the Attaching Entity failing to make the Complex Transfer in the required timeframe.

b) Safety Violation Assessment

The Safety Violation Assessment is \$500 per Safety Violation identified.

c) Tracing Line Ownership Fee

In the event any Attachment is untagged and GUC must determine the owner's identity to address the repair or maintenance of a GUC Pole, equipment, or facility that GUC cannot undertake absent removal or transfer of said Attachment; GUC shall bill the owner of the Attachment for time reasonably undertaken by GUC to determine the identity of the owner of the Attachments. The Attaching Entity that owns the untagged Attachment shall pay GUC the Tracing Line Ownership Fee of \$150.00 for the first hour plus \$100.00 per hour thereafter. Partial hours shall be rounded up. GUC shall bill the Attaching Entity within thirty (30) days of determining the Attaching Entity's identity.



Appendix I: GUC Standard Pole Attachment Agreement

Greenville Utilities Commission Pole Attachment Agreement

This Pole Attachment Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__, (“Effective Date”) by and between Greenville Utilities Commission (“GUC”) and _____. (“Licensee”).

WHEREAS, GUC, itself and jointly with Carolina Telephone & Telegraph Company, d/b/a Centurylink Corporation (“Centurylink”), owns certain poles in the GUC service area to which Licensee desires to attach and maintain aerial cables, wires, and associated facilities through the area Licensee desires to serve pursuant to the Franchise; and

WHEREAS, GUC is custodian of all poles owned jointly by GUC and Centurylink; and

WHEREAS, GUC is willing to permit attachment of Licensee’s facilities to such poles under the conditions herein contained;

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

ARTICLE 1

TERM AND SCOPE OF AGREEMENT

1.1 Term. The term of this Agreement, unless terminated as herein provided, is twelve years, beginning on the Effective Date; provided, however, that if the term of the Franchise is extended as therein provided, the term of this Agreement shall likewise be extended to be coterminous with the term of the Franchise. Thereafter, this Agreement shall remain in effect on a year-to-year basis until terminated by either party by giving to the other party one hundred twenty (120) days advance written notice of termination.

1.2 General Purpose. In accordance with the provisions of this Agreement, GUC may issue Attachment Permits to Licensee on the terms and conditions set forth herein. Before Licensee makes any new attachment to or begins any work on a pole that materially modifies Licensee’s existing attachments, it shall file an application and await GUC’s issuance of an Attachment Permit with respect to that particular attachment or pole. This Agreement only addresses attachments to poles owned by GUC and attachments to poles owned jointly by GUC and Centurylink. Attaching to or using other GUC property and facilities, including without limitation, conduits, buildings, and towers, is prohibited without the further written consent of GUC. The parties acknowledge that certain Licensee facilities are currently attached to GUC and jointly-owned GUC-Centurylink poles pursuant to prior agreements between GUC and Licensee and between Centurylink and

Licensee, and that such Licensee facilities, including its over lashed facilities, are deemed to be permitted and authorized under this Agreement if properly authorized under the prior agreements with GUC, Centurylink or their predecessors, and if such currently attached facilities meet the technical specifications set forth in Section 2.2 of this Agreement.

1.3 Private Easements. Licensee understands that some poles subject to this Agreement may be located on property without the consent of the property owner and that some poles subject to this Agreement may be located on dedicated easements over private property that, by their terms, restrict the use of the easement to GUC for the sole purpose of electric distribution or transmission, or other uses. Except as otherwise permitted by applicable law, nothing in this Agreement and no action by GUC shall be construed to offer, grant or approve any right or license to use or affix an attachment to such pole without the written consent of the owner of the property on which the pole is located. GUC has no obligation to expand or obtain rights in such property on Licensee's behalf. Except as otherwise permitted by applicable law, it is the sole obligation of Licensee to obtain the necessary consent or easement rights, if any, at Licensee's own expense. In submitting an Application for a pole on private property, Licensee shall provide GUC with sufficient evidence that it has obtained all necessary and recordable easement rights and owner consents.

1.4 License not Exclusive. Licensee acknowledges that GUC has in the past entered into, and may enter into in the future, similar or other agreements concerning the use of poles by third parties, including Licensee's competitors. Nothing in this Agreement shall be construed to limit or in any way affect GUC's right or ability to enter into or honor other agreements, or to grant any rights, licenses, or access concerning any pole, irrespective of the character or degree of economic competition or loss caused to Licensee; provided, however, any such other agreements entered into by GUC or any grants, licenses or access authorized by GUC to third parties shall not materially modify Licensee's rights under this Agreement or Licensee's attachments on the poles subject to this Agreement.

1.5 Operation of GUC's Facilities. GUC reserves to itself, its successors and assigns, if applicable, any joint owner, the right to maintain, replace and enlarge its facilities and to operate the same from time to time in such manner as will best enable it, in its sole judgment, to meet the needs of its customers and fulfill its own service requirements. Except for negligent actions or inactions by GUC or any other utility having attachments on GUC's poles, neither GUC nor any such utility shall be liable to Licensee or to its customers for any interruption to service of Licensee arising in any manner out of the use of GUC's poles hereunder, or arising in any manner out of the condition or character of GUC's or such other utilities facilities or the manner of the operation thereof. Further, Licensee shall, at its own expense, relocate its facilities on any existing pole upon request by GUC if space is needed for expansion, maintenance or operation of GUC's facilities or, if applicable, the facilities of any joint owner.

1.6 Relation to Franchise. Licensee's facilities that are attached to GUC's poles may be used for the transmission and delivery of any communications service that Licensee may lawfully provide. Licensee shall not use its attachments to GUC's poles for illegal purposes.

1.7 Jointly Owned Facilities. GUC represents to Licensee that it has a 50% ownership

interest in distribution pole facilities that are jointly owned with Centurylink and that it has the legal and contractual right and authority to allocate space in the communications zone (as defined in the applicable technical codes identified in Section 2.2 of these jointly owned pole facilities and to collect the fees and charges itemized in Section 5.3 of this Agreement for the use of space in the communications zone of such jointly owned pole facilities. All references to “pole” or “poles” herein includes both GUC owned poles and jointly owned poles. The Annual Rates included in Section 5.3 reflect GUC’s ½ undivided interest in a joint pole. Centurylink shall invoice and Licensee shall be responsible for payment to Centurylink for Centurylink’s ½ undivided interest in a joint pole.

ARTICLE 2

PERMITS

2.1 Application Process. Prior to installing any new attachments of Licensee’s facilities on GUC poles, Licensee shall apply for and receive approval from GUC using the application form supplied by GUC, a sample of which is attached as Exhibit A (“Attachment Application”), which may be amended and updated by GUC from time to time. Except as provided in Section 2.7 (lift/drop poles) and Section 2.9 (Riser Cables and Power Supplies), no new attachments shall be made after the Effective Date unless and until GUC returns the application signed by a GUC representative granting permission to make the attachments (“Application Permit” or “Permit”). Upon receipt of an approved Permit, but no sooner, Licensee shall have the right to install, maintain, and use the equipment described in the application upon the poles identified therein, provided Licensee shall complete installation within one hundred twenty (120) days after the issuance of the Permit, unless make ready work is required on the part of GUC (the cost of which shall be paid to GUC by Licensee as provided in Section 2.5) for the installation of Licensee’s facilities, in which case such installation shall be completed within one hundred twenty (120) days after receipt of notification from GUC of its completion of such make ready work. GUC may grant Licensee a one-time extension of 90 days if requested by Licensee in writing.

2.2 Compliance with Laws, Rules and Regulations.

(a) Licensee shall at all times install, maintain, and remove Licensee’s facilities in accordance with the requirements and specifications of all applicable federal, state, and local laws, including rules and regulations adopted pursuant thereto, including, but not limited to, the National Electrical Safety Code (“NESC”), the Occupational Safety and Health Act (“OSHA”) and Exhibit C, as each may be amended and updated from time to time. GUC shall in no way be responsible for the installation and construction of Licensee’s facilities, the sole exception to the foregoing being when Licensee pays GUC a transfer fee to relocate Licensee’s attachments pursuant to Section 2.10(c). GUC shall in no way be responsible for the operation or performance of Licensee’s facilities. Licensee shall, at its own expense, properly guy for all loads imposed by it on poles. Licensee shall not use GUC’s anchors or guys without GUC’s prior written approval.

(b) GUC shall at all times install, maintain, and remove GUC’s facilities in accordance with the requirements and specifications of all applicable federal, state, and local laws, including rules and regulations adopted pursuant thereto, including, but not limited to, the NESC, OSHA and Exhibit C, as each may be amended and updated from time to time. Licensee shall in no way

be responsible for the installation and construction of GUC's facilities. Licensee shall in no way be responsible for the operation or performance of GUC's facilities. GUC shall, at its own expense, properly guy for all loads imposed by it on poles. GUC shall not use Licensee's anchors or guys without Licensee's prior written approval.

2.3 Application Fee. A non-refundable application fee covering all the poles in an application shall be paid at the time an application is submitted. The application fee is set forth in Exhibit B attached hereto. The application fee is solely to compensate GUC for reviewing and processing an application. The application fee for the first year of the contract term is established as the mid-point of the salary range plus benefits for one hour of effort by the employee classification assigned by GUC to process the application. The application fee will also include an additional charge per pole for each pole included in an application for evaluation as set forth in Exhibit B. The application fee and per-pole charge shall increase annually by the percentage increase in the Consumer Price Index as provided in Section 10.5 of this Agreement.

2.4 Engineering. Upon receipt of an application from Licensee, GUC shall perform a field and engineering evaluation of the pole(s) to which Licensee has requested a permit to attach. The evaluation shall be performed using standard industry techniques. Licensee shall pay GUC a non-refundable engineering fee, as set forth on Exhibit B attached hereto, to perform the analysis for each application submitted to the GUC. The magnitude of the fee is dependent upon the complexity of the evaluation. For a "simple analysis" defined as any on-site or field review minor in nature, Licensee shall pay GUC a "Simple Engineering Fee" as set forth in Exhibit B attached hereto. The Simple Engineering Fee would apply to typical installations requiring no structural testing of facilities, no relocation of poles, but would include raising or lowering of existing electrical and/or telecommunications conductors. For a "complex analysis," defined as any pole which does not qualify for a Simple Engineering Fee, Licensee shall pay GUC a "Complex Engineering Fee" as set forth in Exhibit B. The Simple Engineering Fee and the Complex Engineering Fee shall increase annually by the percentage increase in the Consumer Price Index as provided in Section 10.5 of this Agreement.

2.5 Make-Ready Construction. During the field and engineering evaluation identified in Section 2.4, GUC will estimate the cost of doing all work, as determined by GUC in its reasonable judgment and discretion, required to accommodate Licensee's attachments on a pole with respect to GUC and third party user needs and in compliance with the National Electrical Safety Code, Exhibit C, generally accepted engineering and construction practices, and applicable laws. The work identified shall be collectively referred to as "make ready" changes or work. GUC shall indicate the make ready changes necessary to accommodate Licensee, together with the estimated cost of doing such work (including the cost of any necessary materials) and shall return the application to Licensee. Licensee shall return the application to GUC indicating its approval, together with an advance payment to reimburse GUC and any other utility also occupying such pole for the entire estimated cost and expense for such changes, including the total installed cost of new poles (the size and specifications for which shall be designated by GUC), plus the expense of replacing or transferring GUC's facilities and the facilities of any other utility also occupying said poles from the old to the new poles, plus the cost of removal of the old poles and associated engineering costs. Licensee will not be responsible for any make-ready cost associated with poles owned by GUC and facilities owned by any other utility also occupying the pole if the pole prior

to Licensee's permit request does not comply with the NESC, Exhibit C, or generally accepted engineering and construction practices and applicable laws. In such case, however, Licensee will be responsible for any incremental cost if Licensee's facilities require improvements in pole height/class greater than needed had Licensee not attached to pole. Space available for the attachment of Licensee's facilities shall be in general compliance as shown on attached Exhibit C. All replaced poles shall be of basic pole height and class distribution to meet NESC clearance and structural requirements at the time of installation.

2.6 Approval. GUC retains sole and complete discretion to deny or modify any Attachment Application in order to be able to preserve the safety, reliability, integrity, and effectiveness of the electric distribution system that constitutes the core of its business and its governmental mandate. The denial, approval, or modification of an Attachment Permit shall be governed exclusively by the terms of this Agreement and shall be based on the technical specifications set forth in Section 2.2 of this Agreement. With regard to the timelines set forth herein GUC will act in good faith and effort to comply as follows. GUC will deny, grant (with or without conditions) Licensee's Attachment Application within forty-five (45) days of receipt. If GUC denies Licensee's Attachment Application, GUC will provide a written explanation of the basis for the denial. If GUC grants Licensee's Attachment Application without condition, GUC will issue permits for the poles covered by Licensee's application within fifteen (15) days of the grant date. If GUC grants Licensee's Attachment Application(s) conditioned on completion of make-ready changes, GUC will replace such GUC facilities with suitable poles or perform such other necessary make-ready changes to accommodate the presence of Licensee's facilities within thirty (30) days of receipt of Licensee's acceptance of GUC's make-ready estimate. Within fifteen (15) days of completion of any required make-ready work, GUC will issue permits for the poles covered by the make-ready work.

2.7 Attachment to Lift/Drop Poles. Licensee may make attachments to lift/drop poles without prior approval from GUC. Any new lift/drop pole attachments shall be made in conformance with the technical specifications specified in Section 2.2 of this Agreement. Licensee shall submit to GUC an application for the use of such poles, in the form attached in Exhibit A. Such applications shall be submitted on a monthly basis within thirty (30) days of the attachment and shall include the date of attachment to each lift/drop pole. Licensee shall pay the application fee specified in Section 2.3 at the time the application is submitted and the Simple Engineering Fee specified in Section 2.4. Only one (1) monthly application and engineering fee shall be due per application even if multiple lift/drop pole attachments are made during the preceding month.

2.8 Over lashing. The over lash of additional Licensee cables and equipment to existing Licensee facilities shall require an additional and separate Attachment Permit for the over lashed attachment. Licensee shall pay the application fee specified in Section 2.3 at the time the application is submitted and the Simple Engineering Fee specified in Section 2.4. Notwithstanding the foregoing, Licensee shall be permitted to over lash its facilities in emergency situations and in situations involving Licensee's quality of service. Such over lashing shall be consistent with the applicable technical requirements specified in Section 2.2, and Licensee shall submit an appropriate application for the over lashing within fifteen (15) days after the emergency or quality of service situation is past. Licensee may not allow another party to over lash to Licensee's facilities without such party's first having an agreement with and Attachment Permit from GUC.

Poles are the sole property of GUC, or GUC and Centurylink, and Licensee shall not charge or accept any financial consideration for allowing a third party to over lash to an attachment without GUC's written consent.

2.9 Riser Cables and Power Supplies. Licensee may attach riser cables and power supplies to any pole for which Licensee holds a valid Attachment Permit without an additional and separate Attachment Permit. The riser cables and power supplies shall be installed, maintained, and removed in conformity with the technical specification set forth in Section 2.2 of this Agreement.

2.10 Maintenance and System Improvements.

(a) Licensee shall, at its own expense, make and maintain all its attachments and facilities in safe condition and in thorough repair, and in a manner consistent with the technical specifications set forth in Section 2.2 and so that the same will not conflict with the use of said poles by GUC or by other utility companies using or having the right to use said poles, or interfere with the working use of facilities thereon.

(b) GUC shall, at its own expense, make and maintain all its attachments and facilities in safe condition and in thorough repair, and in a manner consistent with the technical specifications set forth in Section 2.2 and so that the same will not unreasonably conflict with the permitted use of said poles by Licensee.

(c) Licensee shall, upon notice from GUC, pay GUC the transfer fee as specified in Exhibit B, or at Licensees' own expense and within 30 days of such notice, relocate its facilities on existing poles, transfer them to different locations on the same or substitute poles (whether in the same or different locations), or perform any other work in connection with said facilities that may be specified by GUC in connection with such relocation or transfer; provided, however, that in cases of emergency, or if Licensee fails to relocate its facilities within the time specified by GUC, GUC or its designated agent may, at its option and at the reasonable expense of Licensee, relocate Licensee's facilities placed on said poles, transfer them to substitute poles or perform any other work in connection with said facilities that may be required in the replacement or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of GUC, and Licensee, on demand, shall reimburse GUC or its agent or other pole occupants for the reasonable expense of relocating Licensee's facilities thereby incurred. GUC or its agent shall not be liable to Licensee or its customers for damage to Licensee's facilities as a result of the exercise of GUC's rights hereunder except in cases of negligence or willful acts by GUC or its agents.

ARTICLE 3

INVENTORY AND INSPECTIONS

3.1 Initial System-wide Inventory. GUC shall conduct a system-wide inventory of all Licensee and third-party user attachments on its poles. GUC will notify Licensee of the times and places of such inventory and Licensee may have representatives accompany GUC and/or its designated agent during the inventory. Licensee agrees that its participation in the initial inventory shall not delay or interfere with the work by GUC or its agent during the inventory process. Should

delay occur due to Licensee's participation, Licensee shall be responsible for all additional costs. The inventory shall include (a) a visual count of all attachments and the identity of the attaching party, (b) a visual accounting of all NESC violations of clearances and/or other code violations, and (c) a physical test of each pole's structural integrity. Licensee's use of existing GUC guying and anchors shall be deemed authorized under this Agreement unless identified during this initial inventory as not structurally sufficient. Modification of the identified anchors, as well as all future work on existing poles, must meet the requirements for guying and anchors as specified in Section 2.2. Licensee shall pay its assigned prorata portion of the inventory costs based on the total number of attachments affixed to the poles. Licensee shall submit payment to GUC or GUC's agent within thirty (30) days from the date GUC renders an invoice subject to the procedures for disputed invoices under Section 5.4.

3.2 Future Inspections and Inventory by GUC. No sooner than five years after the completion of the initial inventory described in Section 3.1, and in five-year increments until termination of this Agreement, GUC shall conduct field inspections and inventories of Licensees' attachments and facilities and third-party user attachments and facilities on the poles for compliance with the terms of this Agreement; provided, however, GUC shall provide reasonable advance notice of such an inspection and Licensee shall have the right to be present during any such inspection by GUC. Licensee shall pay its assigned prorata portion of cost of any inspection done by GUC based on the total number of attachments affixed to the poles. Licensee shall submit payment to GUC or GUC's agent within thirty (30) days from the date GUC renders an invoice subject to the procedures for disputed invoices under Section 5.4.

3.3 Right to Inspect. GUC may inspect Licensee's work and attachments at any time. GUC may conduct these inspections for any purpose related to this Agreement, including without limitation: (a) determining compliance with design and installation requirements; (b) determining compliance with NESC; (c) determining compliance with anchor and guying requirements as specified in Section 2.2, or (d) auditing and inventorying. The making of an inspection by GUC shall not operate in any way to relieve Licensee or Licensee's insurers of any responsibility, duty, obligation, or liability under this Agreement or otherwise, nor does GUC's ability to make inspections relieve Licensee from its obligations to exercise due care in the operation and inspection of its attachments.

3.4 Compliance. In the event any inspection of an existing attachment reveals that corrections or other actions are required of Licensee under this Agreement, including without limitation those required for reasons of safety or structural integrity, Licensee shall make such corrections or take the requested actions within thirty (30) days after Licensee's receipt of written notice informing Licensee of the corrections to be made. GUC may also perform such work without notice, at Licensee's sole cost and risk, if GUC determines in its reasonable judgment and discretion based on the technical specifications set forth in Section 2.2 that emergency, public welfare, or safety considerations do not permit full advance notice to Licensee. If Licensee fails or refuses to comply with the directions of GUC, the attachments in question shall thereafter be deemed to be Unauthorized Attachments (as hereinafter defined), and GUC may opt to change, alter, improve, move, remove or rearrange such attachments without incurring any liability to Licensee, and at Licensee's sole cost and risk.

ARTICLE 4

UNAUTHORIZED ATTACHMENTS

4.1 Unauthorized Attachments Identified during Inspections and Inventories. An “Unauthorized Attachment” means an attachment or any other affixing or placing of Licensee’s facilities onto GUC property for which Licensee does not have a valid Attachment Permit. Following any Inspection and Inventory conducted pursuant to Section 3.1, 3.2 or 3.3 and for all attachments to GUC facilities for which there does not exist an approved permit, Licensee shall pay GUC a per-pole penalty equal to the applicable annual rate, as set forth in Section 5.2 multiplied by the number of years (including fractional years) from the date of the actual attachment, provided that Licensee can reasonably establish the date of such attachment, or, if the date of attachment cannot be so determined, the applicable annual rate multiplied by five (5). In addition, Licensee shall pay GUC interest at the prime rate as published in the Money Rate Section of the Wall Street Journal on the date the unauthorized attachment was discovered, plus three percent (3%) from the date of the actual attachment or five years if Licensee cannot reasonably establish the date of the Unauthorized Attachment. Further, Licensee shall immediately submit an application for the attachment consistent with Section 2.1 of this Agreement. Payment of the application fee specified in Section 2.3 and the Simple Engineering Fee specified in Section 2.4 shall accompany the application.

ARTICLE 5

CHARGES AND BILLING

5.1 Payment Due upon Permit Approval. Final GUC approval of an Attachment Permit shall be conditioned on Licensee’s payment, within 30 days of approval and after GUC’s rendering an invoice, of the then current Annual Rate for each approved attachment, prorated to reflect the number of months remaining in the Contract Year with any partial month being considered to be a full month. “Contract Year” is defined as the twelve calendar months beginning January 1 of the respective year.

5.2 Calculation of Annual Rates. The term “Annual Rate” shall mean the annual charge in effect for Licensee’s facilities attached to GUC facilities. The Annual Rate is the per-pole rate set forth in Exhibit D.

5.3 Billing. On the approval date of an application and permit, GUC will render an invoice to Licensee for fees covering the remainder of the contract year in which said permit is granted. Beginning on the first day of the next subsequent contract year and on the first day of each contract year thereafter, GUC will render an invoice to Licensee for advance annual fees for all attachments then in place consistent with the rate schedules in Exhibit D.

5.4 Late Payments. Payment of all undisputed amounts on invoices shall be made within thirty (30) days from the date of receipt of the invoices by Licensee. Invoices shall be deemed received three (3) days after the date placed in the mail by GUC. If any undisputed amount is still outstanding for a period of thirty (30) days from the date of receipt by Licensee, interest at the prime rate as published in the Money Rate Section of the Wall Street Journal plus three percent

(3%) on the total aggregate overdue balance will be added to the balance owed by Licensee. Licensee shall notify GUC of any disputed amounts within thirty (30) days of Licensee's receipt of the invoice. The Parties shall meet in good faith to resolve the dispute. If the dispute cannot be resolved within fourteen (14) days, the Parties may seek other remedies, up to and including legal action.

ARTICLE 6

TERMINATION

6.1 Termination of Attachment Permits. Attachment Permits for specific attachments shall terminate upon any of the following events or conditions:

(a) Licensee has not completed attachment installation within 120 days of issuance of the Attachment Permit, unless otherwise provided in this Agreement (*i.e.*, Section 2.1) or Licensee and GUC agree in writing for a longer period;

(b) Licensee removes the attachment other than in the course of routine maintenance or replacement; or

(c) Licensee ceases to offer services, or provides services unlawfully, through the attachment.

(d) Licensee fails to make payments or comply with the terms of this agreement.

6.2 Termination of Attachment Permits – Conversion from Overhead to Underground Service. Upon written notice of termination of an Attachment Permit by GUC, Licensee agrees that it will bear all costs associated with the relocation or re-routing of its attachments in the event GUC facilities are removed from a pole and re-routed underground. In such event, GUC shall be under no obligation to maintain any poles that no longer support GUC distribution lines and may remove Licensee's attachments when removing the abandoned pole at Licensee's sole cost and risk. GUC will afford Licensee the opportunity to relocate underground at Licensee's expense where reasonably practicable. Licensee shall be afforded a reasonable opportunity to participate in the preplanning of any proposed conversion of facilities.

6.3 Termination of Attachment Permits – Requirement other than the GUC. Upon notice from GUC to Licensee that the use of any pole or poles is forbidden by property owners or any other person, entity or agency having jurisdiction, the permit covering the use of such pole or poles shall without the requirement of further action by GUC, immediately terminate without liability to GUC, and the cables, wires and appliances of Licensee shall be removed at once from the affected pole or poles at the cost of Licensee; provided, however, Licensee's right to attach to such pole or poles shall not terminate and Licensee shall not be required to remove its attachments to the extent and during the period that Licensee is diligently pursuing good faith efforts to contest such revocation or termination in appropriate judicial and/or administrative proceedings.

6.4 GUC's Right to Abandon Poles. GUC may at its sole discretion offer to sell any

pole to Licensee which GUC no longer requires for providing service within its service area. Licensee shall have sixty (60) days from receipt of notice of offer to sell from GUC to notify GUC of Licensee's election to purchase. If Licensee elects to purchase such pole, Licensee shall receive the pole "as is" and shall indemnify, defend and hold harmless GUC from all obligation, liability, cost, claim, danger, expense, or charge related thereto or raised thereafter. GUC shall provide Licensee with a bill of sale reflecting the net book value of the pole. Licensee shall take title to the pole for this price and for all purposes. Should Licensee elect not to purchase such pole, Licensee shall remove its attachments within sixty (60) days from receipt of GUC's notice of offer to sell and may place its facilities underground if authorized, transfer its facilities to the nearest poles owned by GUC if authorized, or take such other actions as are authorized by GUC.

6.5 Termination of Agreement by GUC. GUC shall have the right to terminate this Agreement and the rights granted to Licensee hereunder and under all permits issued pursuant hereto upon thirty (30) days written notice to Licensee for any breach or failure to keep any covenant, obligation or liability made in or imposed upon Licensee by this Agreement; provided, however, during such notice period, Licensee shall have the opportunity to cure any breach or failure. GUC reserves the right to renegotiate this Agreement by giving written notice to Licensee if a change in regulations or laws applicable to this Agreement materially alters the assumptions upon which this Agreement was made, or if such change renders this Agreement illegal. Upon termination for any reason, Licensee shall immediately remove all of Licensee's facilities from GUC facilities. Pole rental shall continue on a prorated basis until Licensee has completed the removal to GUC's satisfaction. Notwithstanding anything in this Section to the contrary, Licensee's right to attach to GUC's poles shall not terminate and Licensee shall not be required to remove its attachments to the extent and during the period that Licensee is diligently pursuing good faith efforts to contest such revocation or termination in appropriate judicial and/or administrative proceedings.

6.6 Failure to Remove Attachments. If Licensee has not removed all its attachments within the period of time specified in the preceding Sections 6.1, 6.2, 6.3, and 6.4, or 6.5, or such additional period of time granted by GUC in writing, then GUC or its Agent may remove Licensee's attachments at Licensee's sole cost and risk.

ARTICLE 7

ASSIGNMENTS

7.1 Permissible Assignments. Licensee may not assign or otherwise transfer this Agreement or any Attachment Permits without GUC's prior written consent (which consent shall not be unreasonably withheld or delayed), except that Licensee may without consent:

(a) Transfer or assign this Agreement to an affiliate or subsidiary of Licensee to whom Licensee has been duly authorized by GUC to transfer or assign Licensee's Franchise. Licensee's rights and obligations hereunder shall pass to such successor only upon receipt by GUC of written notice of such transfer or assignment of the Franchise.

(b) Mortgage any or all of its property, rights, privileges and franchises. Licensee shall provide prompt, written notice of such mortgage.

(c) Transfer or assign this Agreement to any entity to whom Licensee has been duly authorized by GUC to transfer or assign Licensee's Franchise. Licensee's rights and obligations here under shall pass to such successor only upon receipt by GUC of written notice of such transfer or assignment of the Franchise.

7.2 Information to GUC. In the event of a transfer or assignment of this Agreement, Licensee shall provide GUC with true and complete copies of the transfer or assignment documents; documents showing the ownership of the assignee and its relationship to Licensee, if any; a copy of the assignee's most current audited annual financial statement; a copy of the assignee's Franchise with GUC, if any; copies of all insurance policies and bonds required by this Agreement; and such other information as GUC may reasonably request.

7.3 Inventory in the Event of Assignment. In the event of assignment under Section 7.1 (other than those assignments covered by (a) and (b)), GUC may but is not obligated to conduct an inventory to determine the number of valid Attachment Permits and Unauthorized Attachments in effect at the time of assignment to determine assignee's obligations under the terms of this Agreement as long as the most recent inventory was not conducted within the last two years of the assignment date. Licensee agrees to pay its assigned prorata portion for conducting the inventory based on the total number of attachments affixed to the poles. Licensee shall submit payment to GUC within thirty (30) days from the date GUC renders an invoice, subject to the procedures for disputed invoices under Section 5.4.

ARTICLE 8

LIABILITY and INDEMNITY

8.1 GUC Liability. GUC reserves to itself the right to maintain and operate the poles in such manner as will best enable it to fulfill its own service requirements. GUC shall not be liable to Licensee for any damage to Licensee's attachments except for actual repair cost caused by the negligence or willful act of GUC or its agents; provided, however, that GUC shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's attachments. **NEITHER GUC NOR LICENSEE SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE USE OF OR DAMAGE TO GUC'S OR LICENSEE'S FACILITIES.**

8.2 Licensee Indemnification. Except as otherwise limited in this Agreement, Licensee shall indemnify, defend and save harmless GUC and any other utility occupying or using any pole from and against any and all liability, claims, demands, loss, costs, and expense (including, without limitation, reasonable fees for attorneys, expert witnesses, and consultants) arising out of or in any way related to the presence of Licensee's attachments on any pole, the use of any pole, or the act or failure to act by Licensee with regard to any attachment or pole, including, but not limited to, (1) damage to property, (2) injury or death to persons, (3) any and all unreasonable interference with the services rendered by GUC or such other utility over their respective facilities, (4) any unreasonable interference with the television or radio reception of any person which may be occasioned by the installation or operation of Licensee's facilities, or by the other use of any pole, (5) payments made under any Workmen's Compensation Law or under any

plan for employees' disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, operation, or removal of Licensee's facilities, (6) the proximity of Licensee's facilities to the wires and other facilities of GUC and other utilities occupying any poles, or (7) any act of Licensee on or in the vicinity of GUC's poles. Licensee shall carry insurance as specified in Article 9 or the minimum amount required by the Franchise, whichever is greater, to protect itself, GUC, and any other utility also occupying the poles from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every name and nature (except as otherwise limited in this Agreement) which may arise or result, directly or indirectly, from or by reason of any loss, injury, or damage caused by Licensee, and GUC and such other utility shall be named as co-insured's in all such policies. Licensee shall likewise indemnify, save harmless and insure GUC and any other utility occupying any pole with respect to all program material transmitted over Licensee's facilities from and against any and all claims and demands for damages or loss for infringement or copyright, for libel, slander and defamation of character, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's equipment, whether arising from the use of Licensee's equipment in combination with the poles or otherwise.

8.3 GUC Indemnification. Except as otherwise limited in this Agreement, GUC agrees to indemnify, defend and save Licensee harmless against any loss or damage that may result to the equipment or any property owned or used by Licensee and from and against any and all reasonable legal and other expenses, costs, losses, suits or judgments for damage, injuries, or death arising to persons or property, or in any other manner, by reason of the negligence or willful act of GUC or its agents in the construction, use or maintenance of GUC Facilities on the poles of GUC.

8.4 Indemnification Procedure. In the event of any claim, demand or litigation specified in Sections 8.2 or 8.3, the party to be indemnified (the "Indemnified Party") shall give prompt written notice to the other party (the "Indemnifying Party") of such claim, demand or litigation. The Indemnifying Party, at its sole cost and expense, shall resist and defend such claim, demand or litigation with legal counsel selected by the Indemnifying Party or Indemnifying Party's applicable insurer and shall have sole control of the defense or settlement of any claim, demand or litigation and all negotiations for the settlement or compromise of the same. The Indemnified Party shall cooperate with the Indemnifying Party in the defense and/or settlement of any claim, demand or litigation. Nothing herein shall be deemed to prevent the Indemnified Party from participating in the defense and/or settlement of any claim, demand or litigation by the Indemnified Party's own counsel at the Indemnified Party's own expense. Anything in this Section to the contrary notwithstanding, with respect to any third party claim, neither party shall (i) dispose of, compromise or settle any claim or action in a manner that is not reasonable under the circumstances and in good faith, and (ii) make any non-monetary settlement or compromise without the other party's consent, which consent will not be unreasonably withheld.

8.5 Mediation/Binding Arbitration. In the event of a dispute between the Parties which the Parties are unable to resolve, the Parties shall submit their dispute to non-binding mediation before a mutually agreeable mediator prior to initiating litigation. If the Parties are unable to agree upon a mediator within thirty (30) days after failing to resolve the dispute, either

Party may petition a Court of competent jurisdiction for the designation of a qualified mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (½) of the costs and expenses of the mediator. Unless otherwise agreed, the Parties will hold mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be revealed in any subsequent litigation. In the event the matter is not resolved in mediation, either Party may request arbitration. The Parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

ARTICLE 9

INSURANCE

9.1 Insurance Required. During the term of this Agreement, Licensee shall at all times carry insurance issued by companies duly licensed to provide insurance in the State of North Carolina and approved by GUC (which shall not be unreasonably withheld) to protect Licensee and GUC against any and all claims, demands, actions, judgments, costs, expenses, or liabilities of every kind that may arise, directly or indirectly, from or by reason of losses, injuries, or damages described in this Agreement.

9.2 Minimum Coverage's. At a minimum, Licensee shall carry and maintain the following coverage's and shall furnish GUC annually Certificates of Insurance as evidence thereof:

Commercial General Liability coverage in the minimum amount of \$2,000,000 per occurrence;

(b) Worker's Compensation coverage with statutory benefits as set forth in the North Carolina Worker's Compensation Act and Employer's Liability coverage of not less than \$1,000,000 bodily injury per accident, \$1,000,000 bodily injury per disease and \$1,000,000 per disease per employee;

(c) Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000.

9.3 GUC as Named Insured. The Commercial General Liability and Business Liability Policies shall name GUC as co-insured as its interest may appear. Each policy shall contain an endorsement obligating the insurer to notify GUC at least thirty days before any non-renewal, cancellation or material change in coverage. The "other insurance" clause shall not apply to GUC and each policy shall so provided; it being the intention of the parties that the above policies covering Licensee and GUC shall be considered primary coverage. Each policy shall contain a waiver of all rights of recovery or subrogation against GUC, its officers, agents, employees, and elected officials.

9.4 Contractors. Any Contractor retained by Licensee to perform work or services for Licensee under this Agreement shall be required to carry insurance to the same extent as provided above as a condition of being granted access to poles.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Integration. This Agreement and attached exhibits constitutes the entire understanding of the parties relating to the subject matter hereof; and there shall be no modification or waiver hereof except by writing, signed by the party asserted to be bound thereby. There are no oral representations or agreements between the parties. All previous agreements, correspondence, statements, and negotiations are superseded by this Agreement.

10.2 No Waiver. 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.

10.3 Applicable Law. The parties hereto agree and intend that all disputes that may arise from, out of, under or respecting the terms and conditions of this Agreement, or concerning the rights or obligations of the parties hereunder, or respecting any performance or failure of performance by either party hereunder, shall be governed by the laws of the State of North Carolina, without application of its Conflict of Laws provisions. The parties further agree and intend that venue shall be proper and shall lie exclusively in Pitt County, North Carolina.

10.4 Licensee. The term "Licensee" as used herein shall included Licensee, its successors and assigns, contractors, subcontractors, employees, and agents.

10.5 Consumer Price Index. The "percentage increase in the Consumer Price Index" shall be determined by percentage increase in the cost of living during the twelve (12) month's period just completed as determined by reference to the Consumer Price Index for all Urban Consumers (1982-84=100), as published by the Bureau of Labor Statistics of the Department of Labor, and as most recently available for the date for which the cost of living determination is being made. If such index is discontinued or unavailable, GUC may substitute a comparable, generally accepted cost of living index.

10.6 Notices. When notice is required to be given under this Agreement by either party,



it shall be in writing mailed or delivered to the other party at the following address or to such other address as either party may from time to time designate in writing for that purpose. All notices shall be effective upon receipt.

To GUC:

Greenville Utilities Commission
401 S. Greene Street
Greenville, North Carolina 27835
Attention: Director of Electric Systems
Fax No.: (252) 551-1474

To Licensee:



IN WITNESS WHEREOF, the undersigned have executed this Agreement at Greenville, North Carolina, through their duly authorized representatives.

Greenville Utilities Commission

By: _____

Name: Anthony C. Cannon

Title: General Manager

Date:

(Licensee)

By: _____

Name:

Title:

Date:

—



Appendix J: GUC Notice of Dispute Form

Greenville Utilities Commission – Notice of Dispute Form

GUC is committed to reviewing and resolving your claim in a fair and efficient manner. If you are disputing GUC's liability decision, you may notify us within five (5) business days of receiving our Collection Notice Letter by completing this form and sending it to the Claims Department.

Please complete this form by printing legibly, attaching any new pertinent information to support your dispute, and send to: GUC Claims Department, P.O. Box 1847, Greenville, NC 27835.

GUC will notify you of the final determination of liability within thirty (30) calendar days of receipt of this Form.

Name of Company (Attaching Entity): _____

Company Representative: _____

Phone Number: _____ Email: _____

Please describe the reason(s) for your dispute and attach any new supporting documents, photographs, and/or diagram.
