

ATTACHMENT C
MAW/PPL POLE ATTACHMENT AGREEMENT

TELECOMMUNICATIONS

POLE ATTACHMENT LICENSE AGREEMENT

BETWEEN

PPL ELECTRIC UTILITIES CORPORATION

AND

MAW COMMUNICATIONS, INC

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LICENSE AGREEMENT

THIS AGREEMENT, made on January 1, 2003 between **PPL Electric Utilities Corporation**, a Pennsylvania corporation, having its principal office in Allentown, Pennsylvania, ("PPL") and **MAW Communications, Inc.**, a Pennsylvania corporation having its principal office in Fleetwood, Pennsylvania, ("Licensee").

WITNESSETH

WHEREAS, Licensee furnishes, or is about to furnish, telecommunication services within PPL's service territory in the Commonwealth of Pennsylvania; and

WHEREAS, Licensee desires to place certain of its telecommunications wire equipment, facilities, and apparatus on PPL's poles; and

WHEREAS, PPL agrees to issue to Licensee a revocable, non-exclusive license to attach certain of Licensee's telecommunications wire equipment, facilities, and apparatus on PPL's poles upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto, intending to be legally bound for themselves, their successors and assigns, agree as follows:

ARTICLE 1

DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1) Anchor Rod -- An assembly (rod and fixed object or plate), typically embedded in the ground, designed to resist the pull of an anchor guy attachment.
- 1.2) Anchor Guy Attachment -- The binding or fastening by any means of Licensee's guy wire to a PPL pole and extending to an adjacent PPL anchor rod. It is used to support Licensee's attachment(s) on that PPL pole and shall not be considered an attachment for which an attachment fee is required.
- 1.3) Applicable Law -- The Communications Act of 1934, as amended by the Telecommunications Act of 1996 and other rules and regulations promulgated by the Federal Communications Commission, any federal, state, or local laws, rules, regulations, and ordinances. This includes any final and binding judicial or administrative orders interpreting the foregoing, now in effect or that hereafter may be issued or modified from time to time by any authority having jurisdiction.
- 1.4) Attachment -- Placement of Licensee's equipment, facility, or apparatus on PPL's pole.
- 1.5) Backbolt Cable Attachment -- cable attached to an existing bolt on the opposite side of a pole from the original cable attachment. It shall be considered a cable attachment for which an attachment fee is required.

- 1.6) Bolt Extender Cable Attachment -- Cable attached to an extension bolt placed on an existing bolt on the same side of a pole as the original cable attachment. It shall be considered a cable attachment for which an attachment fee is required.
- 1.7) Cabinet Attachment – The binding or fastening by any means of Licensee's cabinet (amplifier, power supply, distribution, etc.) to a PPL pole. It shall not be considered an attachment for which an attachment fee is required.
- 1.8) Cable Attachment – The bolted attachment of Licensee's cable or messenger to a PPL pole. It may also be attached by means of a lag, screw, or bracket. It shall be considered an attachment for which an attachment fee is required. A cable attachment supported by two bolts spaced more than one (1) foot apart shall be counted as two cable attachments.
- 1.9) Cable Tap Attachment -- Cable that leaves the original cable attachment and proceeds in a different direction from the original cable attachment. It shall be considered a cable attachment for which an attachment fee is required if the bolt to which it is attached to is more than twelve (12) inches from the bolt supporting the original cable attachment.
- 1.10) Guy Pole Attachment – The binding or fastening by any means of Licensee's guy wire to a PPL pole which extends one span to an adjacent pole with a Licensee cable attachment. It is solely used to support Licensee's cable attachment on an adjacent pole and is characterized by a significant decrease in attachment height. It shall be considered an attachment for which an attachment fee is required.

- 1.11) Guy Wire -- Metal cable of high tensile strength that is attached from a pole to an anchor rod or another pole for the purpose of reducing pole stress caused by Licensee's cable attachments.
- 1.12) Lashing Attachment – The binding or fastening by any means of another cable attachment to an existing cable attachment already in place on a PPL pole. It shall be considered a cable attachment for which an attachment fee is required if a third party owns the existing cable attachment. It shall not be considered an attachment for which an attachment fee is required if Licensee owns the existing cable attachment.
- 1.13) Make Ready Work – All work required to be performed to prepare PPL's poles for Licensee's proposed attachments. This includes, but is not limited to, field investigations and engineering, notification of third party attachers, transfer of existing PPL facilities, replacement of a PPL pole, and other changes necessary to enable the proposed attachments to conform to the requirements of Article 5.1.
- 1.14) Noncompliant Attachment -- Any attachment made by Licensee that does not conform to the requirements of Article 5.1.
- 1.15) Pole – Structure owned by PPL and used to support its electric distribution system.
- 1.16) Pre-attachment Inspection -- All work required to determine the ability of PPL poles to accommodate Licensee's proposed attachments.
- 1.17) Right of Way -- Right possessed by PPL to use or pass over, on, or under the land of another person, with respect to which PPL has the right to authorize the usage or passage of Licensee's attachments over, on, or under such land.

- 1.18) Service Drop Attachment – A separate point of attachment on PPL’s poles used to support one or more service cables that extend from Licensee’s attachments on PPL’s poles to a point of service on a customer’s premises. This shall be considered a cable attachment for which an attachment fee is required.
- 1.19) Unauthorized Attachment – Any attachment for which an annual pole attachment rental fee is required that is made by Licensee to a PPL pole without prior written authorization by PPL.
- 1.20) Underground Riser Attachment -- Vertical occupation of a PPL pole by Licensee’s telecommunications cable that is transitioning from overhead to underground construction. It shall not be considered an attachment for which an attachment fee is required.

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1) Subject to provisions of this Agreement, PPL will issue a revocable non-exclusive authorization permitting the placement of Licensee’s telecommunications wire attachments on PPL’s poles and anchor rods. Notwithstanding anything herein to the contrary, Licensee shall not be entitled to attach any wireless communications equipment to PPL’s poles under this Agreement.
- 2.2) PPL will provide equal and non-discriminatory access to poles, anchor rods, and right of way it owns and controls, consistent with applicable law and regulations. The parties agree that PPL’s right to locate and maintain its poles,

anchor rods, and right of way and to operate its facilities so as to meet its own service obligations is in no manner limited by this Agreement.

- 2.3) Nothing contained in this Agreement shall be construed to compel PPL to place, maintain, or retain any pole, anchor rod or right of way not needed to meet PPL's service obligations.
- 2.4) Unless expressly provided for otherwise herein, Licensee shall place, maintain, transfer and remove its attachments at its own cost.
- 2.5) PPL shall not attach or authorize other parties to attach facilities to Licensee's existing attachments without Licensee's prior written consent.
- 2.6) Nothing contained in this Agreement shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Subject to the rights granted to Licensee under the terms and conditions of this Agreement, PPL shall have the right to grant, renew, and extend rights and privileges in a non-discriminatory manner to third parties, by contract or otherwise, to use any PPL pole, anchor rod, or right of way covered by this Agreement. Nothing contained herein shall be construed to compel PPL to arbitrate disputes among users of its poles as to which party has a superior claim.
- 2.7) Failure of either party to enforce or insist upon compliance with any of the provisions of this Agreement shall not constitute a general waiver or relinquishment of any provisions of this Agreement, which shall remain in full force and effect.

ARTICLE 3

TERM OF AGREEMENT

- 3.1) This Agreement shall become effective on the date fully executed and shall continue in effect from the effective date for a period of five (5) years. Thereafter, this Agreement shall automatically renew itself every two years unless otherwise terminated in accordance with the provisions of this Agreement.

ARTICLE 4

REGULATORY COMPLIANCE

- 4.1) The provisions of this Agreement are based on applicable law, ordinances and regulations. PPL and Licensee shall at all times observe and comply with, and the provisions of this Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of PPL and Licensee under this Agreement, so long as such laws, ordinances, and regulations remain in effect.
- 4.2) In the event any amendment to applicable law or any effective regulatory or judicial order, rule, regulation, or dispute resolution procedure revises, modifies, or reverses the applicable law, either party may, by providing written notice to the other party, require that the affected terms and conditions of this Agreement be renegotiated in good faith and that this Agreement be amended accordingly solely to comply with such change.
- 4.3) Notwithstanding any other provision of this Agreement to the contrary, any terms and conditions thus developed or amended will be substituted in place of

Agreement as of the effective date established by the amended terms and conditions. No term or condition of this Agreement is deemed waived or modified unless in writing, dated and signed by the designated representatives of both companies.

4.4) If the parties are unable to reach agreement to the applicability of any such legal changes that may require the appropriate amendments to this Agreement, either party may invoke the dispute resolution provisions of this Agreement, it being the intent of the parties that this Agreement will be brought into conformity with the then current obligations of applicable law, ordinances and regulations.

4.5) If any term or condition of this Agreement becomes or is held to be invalid for any reason, the determination will effect only the portion of this Agreement that is invalid. In all other respects and to the greatest extent possible, this Agreement will stand as if such invalid term or condition had not been a part and the Agreement otherwise remains in full force and effect.

ARTICLE 5

SPECIFICATIONS AND SAFETY OF ATTACHMENTS

5.1) The provisions contained in this Article shall apply to all attachments made by Licensee. All work undertaken pursuant to this Agreement shall be performed in accordance with the following, all of which are incorporated by reference in this Agreement:

- (a) National Electrical Safety Code (NESC), including all current and future supplements, as well as the National Electrical Code (NEC) where applicable;
- (b) PPL's written communication cable attachment specifications attached hereto as Appendix D and as amended from time to time;
- (c) All applicable rules and regulations of the Occupational Safety and Health Act (OSHA);
- (d) All applicable engineering standards governing clearance, strength, and grounding requirements;
- (e) All applicable law.

Where a difference in specifications may exist, the more stringent requirements shall apply. It is the ultimate responsibility of Licensee to ensure that the provisions of this Article are adhered to.

- 5.2) Licensee agrees that during the construction, operation, and maintenance of its attachments, Licensee shall take the necessary precautions to protect all persons (including employees, agents, and contractors of PPL) and property against injury or damage that may result from Licensee's attachments to PPL's poles. It shall be Licensee's responsibility to ensure that its employees, agents and contractors are qualified to perform the work in compliance with the standards contained in Article 5.1. It shall be Licensee's responsibility to properly instruct and train its employees, agents, and contractors as to the necessary precautions to be taken during the construction, operation, and maintenance of Licensee's attachments on PPL's poles. PPL shall not in any

way be considered responsible for the adequacy or inadequacy of such precautions, qualifications, instruction, or training.

- 5.3) Each attachment shall be placed, operated, maintained, and removed in a safe and effective manner and in strict conformity with the terms and conditions set forth in this Agreement. Adequate clearance shall be preserved between all cables per the requirements of Article 5.1 so as not to interfere with the operation, maintenance, and replacement of PPL's or third party's facilities.
- 5.4) If any part of Licensee's attachment is not placed or maintained in accordance with the requirements of Article 5.1, PPL shall notify Licensee in writing. Licensee shall take whatever action is required to correct the noncompliant attachment found by PPL's attachment inspections within one hundred eighty (180) days after PPL sends the written notice to Licensee detailing the noncompliant attachment. If Licensee has not corrected the noncompliant attachment within the specified period, PPL may, at its option, have the noncompliant attachment corrected. Licensee shall, upon demand, reimburse PPL for the reasonable costs incurred by PPL to correct the noncompliant attachment.
- 5.5) When, in PPL's sole reasonable opinion, the conditions created by Licensee's attachments pose an immediate threat to the safety of the public or the employees, agents, and contractors of PPL or third parties, pose an immediate threat to the physical integrity of PPL's facilities, or interfere with the performance of PPL's service obligations, PPL may take whatever corrective action it deems necessary while providing Licensee as much notice as is reasonably practical given the circumstances of the emergency. As soon as

practical thereafter, PPL will advise Licensee in writing of the work performed and will endeavor to arrange for reaccommodation of Licensee's attachments so affected. Licensee shall, upon demand, reimburse PPL for the reasonable costs of the corrective action and subsequent reaccommodation incurred by PPL unless such threatening condition was due to the negligent acts or omissions or willful misconduct of PPL in which case PPL shall be responsible for the reasonable costs of the corrective action and subsequent reaccommodation.

- 5.6) Each Company shall immediately report to the other Company any damaged facilities that it discovers which pose a possible threat to the safety of the public or the employees, agents, and contractors of the other Company or third parties. No work shall proceed at the site until the damaged facilities are repaired, replaced, removed, or in any other manner made safe.
- 5.7) All of Licensee's attachments shall be clearly tagged or labeled at each pole in such a manner so that the ownership of the attachment can be readily identified from ground level.

ARTICLE 6

ATTACHMENT INSTALLATION

- 6.1) Licensee shall make a pre-attachment inspection of PPL's poles and anchor rods to determine whether the attachments proposed by Licensee can be made in accordance with the requirements of Article 5.1.
- 6.2) Licensee shall initiate the placement of its attachments on PPL poles by submitting a completed attachment installation application (CAT Attachment

Report and the appropriate number of Pole Attachment Data Sheets – Cable) and a suitably marked plan showing the location and extent of the project. Only attachments to be placed on PPL poles shall be listed on the CAT Attachment Report (Appendix A – Exhibit 1). Licensee shall submit a Pole Attachment Data Sheet – Cable (Appendix A – Exhibit 2) for every pole (PPL and foreign) on which PPL's facilities are attached and on which Licensee proposes to place a bolted cable attachment. Attachment installation applications that are incomplete or not correct shall be promptly rejected by PPL and returned to Licensee

- 6.3) Licensee shall initiate the placement of a lashing attachment on an existing cable owned by a third party by submitting a completed lashing attachment application (Appendix A – Exhibit 3; Lashing Attachment Report), a suitably marked plan showing the location and extent of the project, and written permission from the third party owner of the existing cable. Licensee shall not permit any third party to place a lashing attachment on its existing cable attached to a PPL pole without PPL's prior written consent. Unauthorized third party lashing attachments shall be considered as unauthorized attachments.
- 6.4) With the exception of service drop attachments and lashing attachments to Licensee's own cable, no initial or additional attachment is allowed on a PPL pole without the prior submission of an attachment installation application and PPL's subsequent written authorization.
- 6.5) PPL shall process all attachment installation applications promptly on a first-come, first-served basis. Licensee agrees to limit its requests to no more than one hundred (100) poles on any one attachment installation application, and to

have no more than five (5) attachment installation applications in progress at any one time. PPL shall make all attachment determinations in accordance with the requirements of Article 5.1. A pre-attachment inspection may be necessary by PPL to confirm the adequacy of the existing poles and anchor rods to accommodate Licensee's proposed attachments. Such pre-attachment inspection by PPL shall not relieve Licensee of any responsibility, obligation, or liability assumed by Licensee under this Agreement.

- 6.6) PPL shall inform Licensee in writing as to whether an attachment installation application has been approved, tentatively approved pending the completion of the required make ready work, or denied (including reasons for denial) within forty-five (45) days plus any time taken by Licensee for action by Licensee after receipt of such attachment installation application. Upon receipt of authorization from PPL, Licensee may proceed with the installation of its proposed attachments. The attachment is added to the PPL attachment database on the date the attachment installation application is authorized by PPL.
- 6.7) A copy of the authorization must be present at the job site and be available for inspection by properly identified PPL employees. The absence of such authorization at the job site will result in PPL stopping Licensee's construction activities until the authorization is produced. If further investigation reveals that an authorization was not obtained, PPL may require the removal of the unauthorized attachments until proper authorization has been acquired.

- 6.8) A copy of PPL's written communication cable attachment specifications must be in the possession of Licensee's employees, agents or contractors at the job site during the installation of any cable or cabinet attachment.
- 6.9) Licensee must install its attachments within one hundred and eighty (180) days after the attachment installation application is authorized by PPL or said poles are made available by PPL for Licensee's use, whichever is later. Licensee agrees that failure to make such attachments within the specified period may result in the termination of its rights to attach to those poles where installation has not been fully completed. PPL may elect to terminate the authorization for the incomplete attachments by providing written notice to Licensee.
- 6.10) Licensee will be responsible for any trimming or cutting of trees as may be necessary to clear right of way for its attachments.

ARTICLE 7

MAKE READY WORK

- 7.1) In the event that PPL and Licensee determine that make ready work is required to accommodate Licensee's proposed attachments, PPL shall use commercially reasonable efforts to provide written notice to third party utility attachers with authorized attachments on the affected PPL poles of the need for make ready work. Such third party utility attachers shall be given sixty (60) days after the written notice date to indicate whether they desire to participate in the proposed modifications.
- 7.2) PPL will advise Licensee in writing of the extent and estimated cost of the make ready work required. The estimated make ready cost shall be PPL's fully

allocated cost less salvage credits. If the make ready costs are acceptable to Licensee and Licensee elects to proceed with the proposed attachment, Licensee must sign and return the proposal to PPL within sixty (60) days after the written notice date along with full payment in the amount of the estimated make ready work costs. If PPL receives another attachment installation application from a third party for the same pole while Licensee's attachment installation application is still pending (prior to receipt of Licensee approval), it shall notify both applicants and allow them to share make ready costs if desired.

- 7.3) If after receipt of the make ready cost estimate, Licensee decides to cancel the attachment installation request, Licensee shall promptly notify PPL and, upon demand, reimburse PPL for the full cost incurred for preparation of the make ready cost estimate.
- 7.4) The make ready work will be completed by PPL in a commercially reasonable time in consideration of the job size and the cooperation of necessary third parties, according to a schedule mutually agreed upon.
- 7.5) Upon completion of all required make ready work, PPL will issue the authorization to Licensee to proceed with the placement of its proposed attachments. Licensee must then complete its attachments within one hundred eighty (180) days of the authorization date. If Licensee does not complete its attachments within the specified time limit, PPL may elect to terminate the authorization for the incomplete attachments by providing written notice to Licensee. Licensee is not entitled to a refund of any make ready costs previously paid for the incomplete attachments.

ARTICLE 8

ATTACHMENT MODIFICATION

- 8.1) Licensee shall secure PPL's written authorization, not to be unreasonably withheld or delayed, before adding to, relocating, replacing, or otherwise modifying Licensee's attachments on a PPL pole where additional space or holding capacity may be required on either a temporary or permanent basis. Licensee shall at all times perform modifications or rearrangements to its facilities promptly and so as not to interfere with PPL's work. Licensee shall make no modifications that would adversely affect the operation of the existing PPL or third party facilities. Licensee shall not disturb or alter the position of any PPL or third party facilities without prior written approval from that party.
- 8.2) If Licensee requests any rearrangement or replacement of PPL facilities to accommodate its proposed modifications, Licensee shall reimburse PPL for the fully allocated cost less salvage credits of such rearrangement or replacement.
- 8.3) PPL may be required from time to time to modify its poles or the facilities thereon for PPL's own operating purposes or fulfillment of its service obligations. PPL shall notify Licensee in writing at least sixty (60) days prior to making any modifications to PPL's poles and its facilities thereon that require the major modification, rearrangement, or replacement of Licensee's attachments to accommodate the placement of PPL facilities. Licensee agrees to make such major modifications, rearrangements or replacement of Licensee's attachments at no cost to PPL according to a schedule mutually agreed upon.

- 8.4) PPL shall notify Licensee in writing at least sixty (60) days prior to making any modifications to PPL's poles and its facilities thereon that require the major modification, rearrangement, or replacement of Licensee's attachments to accommodate the placement of an additional attachment or the modification of an existing attachment sought by a third party. Licensee agrees to make such major modifications, rearrangements or replacements of its attachments that are reasonably requested after payment by the third party of Licensee's costs to the extent required by applicable law according to a schedule mutually agreed upon. PPL shall not be obligated to reimburse Licensee for any expenses incurred by Licensee for the modification of Licensee's attachments sought by a third party.
- 8.5) When routine maintenance or emergency replacement require Licensee to transfer its attachments to a replaced pole, PPL shall notify Licensee in writing (Appendix A – Exhibit 4; Attachment Work Request) or other appropriate means. Licensee, at its expense, shall make the necessary transfers of its existing attachments within ninety (90) days after the notice date. In the event Licensee fails to complete the necessary transfers within the specified time period, PPL has the right, but not the obligation, to transfer Licensee's attachments. In no event shall PPL transfer a cabinet or any attachment that requires splicing to be transferred. All attachments transferred by PPL shall be permanently installed. Licensee shall, upon demand, reimburse PPL for the reasonable costs incurred by PPL if PPL is required to return to the work site to complete the transfer of Licensee's facilities and remove a replaced pole as a

result of Licensee's failure to transfer its facilities within the specified time period.

ARTICLE 9

ATTACHMENT REBUILD

- 9.1) An attachment rebuild project is defined as the transfer of the original cable to a temporary attachment position (normally a j-hook) so that a new cable can be installed on the bolt in the original attachment position. The original cable shall be removed after the new cable is placed in service. Short sections of the original cable can be bolted in the temporary attachment position if safety concerns warrant (angle poles, long spans, railroad or turnpike crossings, etc.)
- 9.2) Licensee must notify PPL of an attachment rebuild project by submitting a completed attachment rebuild application (Appendix A – Exhibit 5; CAT Rebuild Report) a minimum of thirty (30) days before the start of the attachment rebuild project. Attachment rebuild projects shall be listed by municipality and county. Those projects that involve only a portion of a municipality can be reported on the attachment rebuild application by putting the word “partial” after the municipality name and attaching a highlighted location plan defining the project limits. PPL shall return an authorized copy of the attachment rebuild application to Licensee.
- 9.3) A copy of the authorized attachment rebuild application must be present at the job site and be available for inspection by properly identified PPL employees. The absence of such authorization at the job site may result in PPL stopping Licensee rebuild activities until the authorization is produced.

- 9.4) The entire attachment rebuild project (installation and removal) shall be completed within twelve months of the start date. If requested, PPL will consider granting one rebuild time extension per project per municipality. A new attachment rebuild application must be submitted with "Rebuild Extension" and the reason for the extension noted in the remarks section of the form. The attachment rebuild extension request must be submitted prior to the original attachment rebuild project completion date. PPL will review the attachment rebuild extension request, grant an extension for a period not to exceed six months if warranted, and return an authorized copy of the attachment rebuild extension request to Licensee.
- 9.5) The attachment rebuild project is entered into PPL's attachment database after it is authorized. If an attachment inspection is conducted in the area of the attachment rebuild project, the PPL attachment inspector is notified that a valid rebuild authorization is in place. The cable that is in rebuild status will not be recorded as another attachment on the attachment inspection report.
- 9.6) Extra cables that are attached to PPL poles on an attachment rebuild project whose authorization has expired or was never acquired will be recorded as unauthorized attachments when found during an attachment inspection.
- 9.7) If Licensee chooses to leave the original cable bolted in place and install a second cable on a new bolted position, Licensee must submit a completed attachment installation application. Once the old cable is removed, Licensee must submit a completed attachment removal application. Two annual pole attachment rental fees shall be charged for the time period that the two bolted cables occupy PPL's poles.

ARTICLE 10

ATTACHMENT REMOVAL

- 10.1) Licensee may at any time during the term of this Agreement remove any or all of its attachments. Written notice shall be given to PPL after the removal of said attachments by submitting a completed attachment removal application (Appendix A – Exhibit 1; CAT Attachment Report) and attachment fees will thereafter cease for such fully removed attachments. Licensee agrees to limit its requests to no more than one hundred (100) poles on any one attachment removal application. Attachment removal applications that are incomplete or not correct shall be rejected by PPL and promptly returned to Licensee.
- 10.2) PPL shall process all attachment removal applications promptly on a first-come, first-served basis. PPL may possibly conduct attachment inspections to confirm that the attachments have been completely removed. The attachment removal application shall then be approved or denied and returned to Licensee. The attachment is removed from the PPL attachment database on the date that the attachment removal application is authorized by PPL. Licensee shall not reattach to PPL's poles until Licensee has complied with all the provisions of this Agreement as if no prior authorization had been issued.
- 10.3) Licensee shall remain liable for and pay to PPL all fees and charges, pursuant to provisions of this Agreement, for any Licensee attachment to a PPL pole that continues after the attachment removal application is authorized by PPL.
- 10.4) After the authorization of the attachment removal application, PPL has the right to remove any of Licensee's attachments that are noted on the attachment

removal application, but not completely removed. Licensee shall, upon demand, reimburse PPL for the reasonable costs incurred by PPL to make the required removals.

- 10.5) PPL shall promptly notify Licensee in writing when PPL finds any unused Licensee equipment on PPL poles that requires removal. Licensee shall make the necessary removals within ninety (90) days after the written notice date. In the event Licensee fails to complete the necessary removals within the specified time period, PPL has the right, but not the obligation, to have Licensee's unused equipment removed. Licensee shall, upon demand, reimburse PPL for the reasonable costs incurred by PPL to make the required removals.

ARTICLE 11

ATTACHMENT INSPECTION

- 11.1) PPL reserves the right, but assumes no obligation, to conduct post-installation inspections of Licensee's attachments on PPL's poles. PPL may conduct these inspections for any purpose relating to this Agreement, including, but not limited to, determination of compliance by Licensee with:
- (a) clearance requirements as specified in Article 5.1;
 - (b) reporting requirements as specified in Article 6.
- 11.2) PPL agrees to provide Licensee with a written attachment inspection report to locate and confirm the reported noncompliant attachments and unauthorized attachment additions or deletions.

- 11.3) Licensee agrees to review the report and respond to PPL within ninety (90) days after the attachment inspection report date as to whether it accepts the findings. PPL and Licensee shall meet to resolve any differences in the attachment inspection report findings within sixty (60) days after the date PPL receives the attachment inspection report from Licensee. PPL shall add the finalized attachment inspection report to the PPL attachment database after confirmation by Licensee. If Licensee does not return the attachment inspection report within the specified time limit, PPL may finalize all or part of the attachment inspection report and update the PPL attachment database.
- 11.4) If PPL finds any Licensee attachments on PPL poles for which no authorization exists, PPL may impose an unauthorized attachment charge ((up to five (5) times the annual pole attachment rental fee currently in effect)) representing liquidated damages for each unauthorized attachment found as specified in Appendix B. Licensee agrees to pay said charges in accordance with the provisions of this Agreement.
- 11.5) No act or failure to act by PPL with regard to said unauthorized attachments should be deemed as a ratification of the unauthorized use. If any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by PPL of any of its rights or privileges under this Agreement or otherwise. Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized attachments from their inception.

ARTICLE 12

FEES AND CHARGES

- 12.1) Commencing with the effective date of this Agreement, Licensee shall pay all fees and charges that are applicable in connection with the placement of Licensee's attachments on PPL's poles as specified in Appendix B attached hereto and made a part of this Agreement.
- 12.2) The fees and charges in Appendix B may be adjusted once per billing period, as PPL deems necessary, by submitting a written supplement to Licensee.
- 12.3) PPL shall calculate the total pole attachment charge for each billing period (defined as July 1 to June 30) as follows:
- (a) PPL shall determine the total number of billable Licensee attachments in the PPL attachment database as of March 31 of the billing period.
 - (b) PPL shall calculate the annual pole attachment rental rate by applying its then current FERC Form No. 1 data to the Formula For Determining Maximum Lawful Pole Attachment Rate (Telecommunications) as promulgated by the Federal Communications Commission or any successor formula promulgated by an agency having jurisdiction over agreements for the use of PPL poles by Licensee.
 - (c) In place of any application, inspection or other administrative fees, PPL shall add an annual attachment administrative fee to the annual pole attachment rental rate to determine the annual pole attachment rental fee. The annual administrative fee shall be based on PPL's

total cost of managing attachments (application processing, agreement preparation and management, total pole attachment charge bill preparation, attachment inspection, etc) and the total number of attachments managed.

(d) PPL shall notify Licensee in writing of any change in the annual pole attachment rental fee on or about May 1 of the billing period.

(e) PPL shall multiply the total number of billable Licensee attachments by the annual pole attachment rental fee to determine the total pole attachment charge to be paid by Licensee.

(f) PPL shall send an invoice to Licensee on or about June 1 of the billing period indicating the total pole attachment charge due.

Payment is due on or about July 1 covering the past billing period.

12.4) If Licensee fails to make any required payment within thirty (30) days of the invoice date, then such overdue payment shall be subject to a late payment interest charge of one and one half percent (1.5%) per month (or the highest rate permitted by applicable law) on the outstanding amount overdue. All payments shall be applied first to the late payment interest charges and then to all principal amounts then due and payable. Challenged invoices must be paid pending investigations and resolution of such investigations, claims, or queries in accordance with the provisions governing dispute resolution of this Agreement.

12.5) PPL reserves the right not to process any new attachment installation or removal applications for attachment under the terms of this Agreement while any past due charges remain unpaid.

ARTICLE 13

PROPERTY RIGHTS

- 13.1) Nothing herein contained shall be construed to confer upon Licensee any property rights in PPL's poles or to grant Licensee the right or permission to sublet space on PPL's poles to others and Licensee hereby disclaims the existence of any such rights.
- 13.2) If PPL transfers ownership of any PPL poles to a third party, such transfer shall be subject to the rights of Licensee hereunder and PPL shall thereafter have no further obligation or liability for Licensee's attachments to such poles. PPL shall notify Licensee in writing of the change in ownership within thirty (30) days after the effective date so that Licensee may make appropriate attachment arrangements with PPL and the new pole owner.
- 13.3) If PPL decides to remove its facilities from PPL's poles on which Licensee maintains attachments and PPL determines that it has no further need for such PPL poles, PPL may offer Licensee the right to purchase such PPL poles (Appendix A – Exhibit 6; Abandonment Of Poles). This right of purchase is subject to the rights of any third party attached to those poles and any required regulatory approval. PPL shall determine the cost of the pole using the present day cost depreciated value. If Licensee signs a bill of sale for the purchase of the pole in question, PPL will transfer ownership of the pole to Licensee "as is". Licensee shall thereafter indemnify and defend PPL from all obligations, liability, damages, costs, expenses or charges incurred subsequent to the date

the bill of sale is executed because of, or arising out of, the presence or condition of such pole or any attachments on it.

- 13.4) If Licensee does not accept PPL's offer to purchase the PPL poles within sixty (60) days after the written notice date, Licensee must remove its attachments within the time limit specified by PPL so as to permit PPL to remove the poles at the same time it removes its facilities on those poles. In the event Licensee fails to remove its attachments within the time limit specified by PPL, Licensee shall, upon demand, be required to reimburse PPL for the reasonable costs incurred by PPL to return to the job site and complete the pole removals after Licensee has removed its attachments on those poles.

ARTICLE 14

ATTACHMENT RIGHT OF WAY

- 14.1) Licensee is solely responsible for obtaining from appropriate public and private property owners and authorities any authorization required to place, operate, maintain and remove Licensee's attachments on PPL's facilities. Evidence of Licensee's having obtained such lawful authorization shall be submitted to PPL upon request. No authorization granted under this Agreement shall extend to any of PPL's facilities where the placement of Licensee's attachment would result in a forfeiture of the right of PPL to occupy the property on which the facility is located.
- 14.2) In cases where the PPL does not have the right to authorize the placement of Licensee's attachments, PPL shall reasonably cooperate with Licensee's attempts to obtain attachment rights for PPL's facilities. Such reasonable

cooperation by PPL shall not obligate PPL to purchase the rights for the placement of Licensee's attachments on PPL's facilities.

- 14.3) If the existence of Licensee's attachments on PPL's facility would cause a forfeiture of PPL's right to occupy such property, Licensee agrees to remove its attachments within ninety (90) days after the date of written notice sent by PPL. However, if obtaining public or private authorization can cure the potential for forfeiture, Licensee will be allowed ninety (90) days after the written notice date to do so before the removal of its attachments is required.
- 14.4) If any authorization obtained by Licensee is subsequently revoked for any reason, permission to attach to PPL's facilities terminates immediately and Licensee will remove its attachments within ninety (90) days after the written revocation notice date. Licensee may, at its option and sole expense, litigate any such revocation and if Licensee is diligently pursuing such litigation or appeal, Licensee may continue to maintain its attachment. PPL will postpone any action on Licensee's attachment until Licensee's litigation or appeal is resolved. If the litigation or appeal is unsuccessful, authorization to attach to PPL's facilities terminates immediately.
- 14.5) If Licensee's attachment is not removed or the situation corrected within the specified time limit, then in addition to whatever other rights and remedies that may be available to PPL under this Agreement or applicable law, PPL may suspend the authorization of new attachment installation and removal applications submitted by Licensee until this situation is resolved.

ARTICLE 15

DAMAGES

- 15.1) PPL shall exercise reasonable care to avoid damaging Licensee's facilities attached to poles or occupying rights of way while performing any work on PPL's facilities or by performing any work on Licensee's facilities pursuant to the terms and conditions of this Agreement. PPL shall immediately report the occurrence of such damage caused by PPL employees, agents, or contractors to Licensee. PPL agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the repair of damage to Licensee's attachments caused by the gross negligence or intentional misconduct of PPL's employees, agents, or contractors. Licensee waives any other claims for reimbursement of repair costs. PPL shall not be liable to Licensee for any loss of Licensee revenue or profits resulting from any interruption of Licensee's service caused by such damage or interference with the operation of Licensee's facilities caused by such damage.
- 15.2) Licensee shall exercise reasonable care to avoid damaging PPL's facilities attached to poles or occupying rights of way and shall make an immediate report of such damage to PPL. Licensee agrees to reimburse PPL for all reasonable costs incurred by PPL for the repair of damage to PPL's facilities caused by Licensee's employees, agents, or contractors. PPL waives any other claims for the reimbursement of repair costs. Licensee shall not be liable to PPL for any loss of PPL revenue or profits resulting from any interruption of PPL's service caused by such damage or interference with the operation of PPL's facilities caused by such damage.

ARTICLE 16

LIABILITY

- 16.1) Licensee shall save and hold harmless, indemnify and defend PPL, its affiliates, and their respective directors, officers, employees, agents, and contractors, (each a "PPL Indemnity") from and against any and all claims, demands, suits, actions and judgements of any nature, and all costs, expenses and reasonable attorneys' fees of whatever kind resulting therefrom, which may arise directly or indirectly out of a claim against any PPL Indemnity for damages to property and injury or death to Licensee's employees, agents or contractors, including but not limited to payments under any Workmen's Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the placement, presence, use or removal of Licensee's facilities or by their proximity to the facilities of all parties attached to a pole or placed in rights of way, or by any act or omission of Licensee's employees, agents or contractors on or in the vicinity of PPL's poles or rights of way. The foregoing indemnity, save and hold harmless, and defense provisions shall not apply to the extent, if at all, they would violate, or be void under, applicable law.
- 16.2) Licensee shall save and hold harmless, indemnify and defend any PPL Indemnity from any and all claims, demands, suits, actions and judgements of any nature, and all costs, expenses and reasonable attorneys' fees of whatever kind resulting therefrom, which may arise directly or indirectly from the construction and operation of Licensee's facilities, including but not limited to

taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program materials, and from and against all claims, demands and costs, including attorneys' fees, for infringement of patents with respect to the manufacture, use and operation of Licensee's facilities in combination with poles, rights of way or otherwise.

- 16.3) Licensee shall save and hold harmless, indemnify and defend any PPL Indemnity from and against any and all suits, actions and judgements of any nature, damages, and all costs, expenses and reasonable attorneys' fees of whatever kind resulting therefrom, which may result from any actions by Licensee's employees, agents or contractors, including, but not limited to the cost of relocating poles resulting from a loss of right of way or property owner consents and/or the cost of defending those rights and/or consents.
- 16.4) PPL and Licensee shall promptly advise each other in writing of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner from the placing, operating, maintaining, replacing, relocating, or removal of Licensee's facilities governed by this Agreement. Copies of all accident reports and statements made to a party's insurer by the other party or affected entity shall be promptly furnished to the insured party.
- 16.5) Unless expressly provided for otherwise herein, neither party is liable to the other for any indirect, special, consequential, punitive, or exemplary damages pursuant to any cause of action, whether arising in contract, tort or otherwise, except:

- (a) claims for which a party has an obligation of indemnity under this Agreement, or
 - (b) any grossly negligent, willful or fraudulent act or omission.
- 16.6) The foregoing obligations of this Article shall survive the termination of this Agreement.

ARTICLE 17

INSURANCE

17.1) During the term of this Agreement, Licensee shall, without cost to PPL, obtain and maintain the following insurance coverage with financially reputable insurance companies that are licensed to do business in all jurisdictions where any Licensee work is performed:

	<u>Description</u>	<u>Limits</u>
(a)	Workers Compensation Employer's Liability	Statutory \$500,000
(b)	Commercial General Liability	
	(1) Bodily Injury, Personal Injury and Property Damage	\$2,000,000 combined single limit
	(2) Blanket Contractual	Included
	(3) Products and Completed Operations Hazard	Included
	(4) Broad Form Property Damage	Included
(c)	Automobile Liability Insurance (owned, hired, and non-owned):	
	Bodily Injury and Property Damage	\$2,000,000 combined single limit

17.2) Before Licensee makes any attachments to PPL's poles, Licensee shall provide PPL with an insurance certificate certifying to the foregoing coverages and stating the following:

- (a) Name of insurance company, policy number, and expiration date.
- (b) The coverage required whether claims made or occurrence and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of Licensee).
- (c) A statement that "PPL has been named as insured or as additional insured (except for worker's compensation) on all policies".
- (d) A statement that "PPL shall receive sixty (60) days notice of cancellation or modification of any of the policies which may affect PPL interests".

17.3) Licensee may elect to self-insure in lieu of obtaining any of the insurance coverages required by this article if Licensee's net worth exceeds \$100,000,000. If Licensee self-insures, Licensee shall furnish to PPL, and keep current, evidence of such net worth. If Licensee self-insures, Licensee shall save and hold harmless and shall indemnify and defend PPL against all losses, costs (including reasonable attorney's fees), damages, and liabilities resulting from claims that would have otherwise been covered by the foregoing insurance requirements (including without limitation claims alleging negligence or breach of contract).

17.4) Nothing in this section limits Licensee's liability to PPL to the insurance coverage certified or carried.

ARTICLE 18

SECURITY INTEREST / BOND

- 18.1) As a condition of attachment based upon PPL's reasonable determination that Licensee may have difficulty meeting its financial commitments hereunder (including, but not limited to, if Licensee's credit rating indicates that Licensee is delinquent on its obligations) or after failure by Licensee to make payments as required hereunder, Licensee may at any time during the term of this Agreement be required to furnish a payment bond, issued by a bonding agent deemed acceptable by PPL, naming PPL as obligee. In lieu of a payment bond, Licensee may provide other satisfactory evidence of financial security naming PPL as beneficiary. In all events the amount of Licensee's security shall be equal to the amount of Licensee's annual attachment fees or fifty thousand (\$50,000) dollars, whichever is greater. Said security shall guarantee the payment of any sum for fees due hereunder or charges for work performed for the benefit of Licensee.
- 18.2) By execution of this Agreement, PPL is granted a lien on any removed facilities, subordinate only to any purchase money or financing lien for any amounts due or payable to PPL from Licensee hereunder. This lien includes the power of public or private sale to cover any amounts due to PPL under the provisions of this Agreement. Nothing in this Article shall operate to prevent PPL from pursuing any other remedy in law, equity or otherwise, including any other remedy provided in this Agreement.

ARTICLE 19

ASSIGNMENT OF RIGHTS

- 19.1) Neither party to this Agreement shall assign or otherwise dispose of this Agreement or its rights and obligations hereunder to any firm, corporation, or individual without the prior written consent of the other party, whose consent shall not be unreasonably withheld. In the event such consent or consents are granted by the other party, this Agreement shall extend to and bind the successors and assigns of the parties hereto.
- 19.2) Nothing herein shall prevent or limit the right of either party to make a lease or transfer any or all of its property, rights, privileges, and franchises to another corporation organized for the purpose of conducting a business of the same general character or to enter into any lawful merger or consolidation. In cases of such lease, transfer, merger, or consolidation, the rights and obligations acquired hereunder shall pass to the lessee, assignee, or merging or consolidating company.

ARTICLE 20

NAME CHANGES

- 20.1) Each party shall notify the other in writing of any changes that are made to its official corporate name within thirty (30) days after the effective date of the change, so that records and appropriate documents can be updated.

ARTICLE 21

DISPUTE RESOLUTION

- 21.1) If any matter is subject to a bona fide dispute between the parties, the disputing party must give written notice to the other party within sixty (60) days of the event giving rise to the dispute, and include in the notice the specific details and reasons for disputing each item.
- 21.2) If the parties are unable to resolve the dispute within sixty (60) days after the written notice date, the dispute escalates to a designated representative from each company. The designated representative shall be at a higher level of management than the person with direct responsibility for administration of this Agreement and who has the authority to settle the dispute. The designated representatives will meet as often as they reasonably deem necessary to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives.
- 21.3) Attempts to reach a resolution need not continue for more than one hundred twenty (120) days after the written notice date. If the dispute is not resolved after such period, the disputing party may file a complaint with the appropriate regulatory body.

ARTICLE 22

TERMINATION OF AGREEMENT

- 22.1) PPL shall have the right to terminate this Agreement upon ninety (90) days prior written notice if PPL transfers ownership of all PPL poles on which Licensee maintains attachments under this Agreement to a third party.
- Licensee shall have the right to terminate this Agreement upon ninety (90) days prior written notice if Licensee removes its attachments to all PPL poles.
- 22.2) PPL shall have the right to terminate this entire Agreement whenever Licensee fails to comply with any of the terms and conditions of this Agreement or is in default in any of its obligations hereunder. PPL may, at its option, terminate all authorizations granted hereunder, or just the authorizations covering Licensee's facilities that are the subject of the noncompliance or default. Examples of noncompliance or default include, but are not limited to, the following conditions:
- (a) Licensee's attachments are used or maintained in violation of any law or in aid of any unlawful act or undertaking; or
 - (b) Licensee is determined to have made unauthorized attachments which number in excess of five (5%) percent of the total number of authorized billable cable attachments; or
 - (c) Undisputed fees or charges owed by Licensee remain unpaid for ninety (90) days after the notice date of said fees or charges; or
 - (d) Licensee fails to comply with the provisions of Article 5.1; or

- (e) If any permission which may be required of Licensee by any public or private authority for the placement, operation, maintenance and removal of Licensee's attachments is denied, revoked or not obtained; or
- (f) If the insurance carrier shall at any time notify PPL or Licensee that Licensee's policy or policies of insurance required under this Agreement will be cancelled or modified such that the insurance requirements of this Agreement will no longer be satisfied.

22.3) In the event that either party is unable to comply with any provisions set forth in this Agreement (other than an obligation to pay fees and charges) due to force majeure, such inability shall not constitute a default of this Agreement provided that the party subject to the force majeure:

- (a) promptly notifies the other party of the existence, nature and reliance by the affected party upon the force majeure; and
- (b) promptly commences and diligently continues to use commercially reasonable efforts to eliminate the force majeure.

Force majeure includes acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier, or unusually severe weather. In the event of such a delay, the period of performance shall be extended for the period of the delay.

22.4) PPL shall notify Licensee in writing of the condition of noncompliance or default that exists and PPL's intent to terminate the Agreement and/or authorizations granted hereunder in ninety (90) days from the date of the termination notice.

Licensee shall take immediate action to correct the condition of noncompliance or default and shall confirm in writing to PPL within ninety (90) days after the written notice date that the cited condition has ceased or been corrected. If Licensee fails to discontinue or correct such condition or fails to give the required confirmation within the specified time limit, PPL may immediately terminate this Agreement.

- 22.5) Subject to the provisions of Article 22.3 hereof, should Licensee cease to use its attachments on PPL poles in or through the area covered by this Agreement on other than a temporary basis for more than one hundred eighty (180) days, then PPL has the right to terminate this Agreement.
- 22.6) If this Agreement is terminated for any cause, PPL may require Licensee, upon written notice, to remove its attachments from all PPL poles at Licensee's expense within ninety (90) days after the Agreement termination effective date. Licensee shall be liable for and pay all fees and charges pursuant to the terms and conditions of this Agreement which accrue through the date on which Licensee's attachments are actually removed from PPL's poles.
- 22.7) If Licensee does not remove its attachments from PPL's poles within the specified time limit, PPL shall have the right to remove them at the expense of Licensee and without any liability on the part of PPL to Licensee therefor.
- 22.8) The termination of this Agreement, in part or in whole, will not effect Licensee's liabilities and obligations incurred prior to the effective date of such termination and does not effect Licensee's other obligations or PPL's rights under this Agreement until all of Licensee's attachments are removed from PPL's poles.

ARTICLE 23

NOTICES

- 23.1) Except as otherwise provided herein, all notices or communication hereunder are deemed given when made in writing and delivered in person or by posting the same in first class mail to the parties identified in Exhibit C or to such parties that Licensee or PPL may from time to time specify in writing.

ARTICLE 24

ENTIRE AGREEMENT

- 24.1) This Agreement, including all exhibits attached or items referenced, constitutes the entire matter and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to this subject matter. All currently effective authorizations shall be subject to all of the terms and conditions of this Agreement.

IN WITNESS HEREOF, PPL and Licensee have caused this Agreement to be executed by their duly authorized representatives.

PPL Electric Utilities Corporation


Signature: _____

Name (type or print): _____

Title (type or print): _____

Date: _____

Witness: _____



DAVID E. SCHLICHTER
MGR - ENG'G. DESIGN

12-20-02

Christina H. Orniston

LICENSEE


Signature: _____

Name (type or print): _____

Title (type or print): _____

Date: _____

Witness: _____



Frank T. Wiczowski

President

November 26, 2002

Martina M. Gulenbach

APPENDIX A

ADMINISTRATIVE FORMS

Exhibit 1 – CAT Attachment Report (PPL Form 4828)

Exhibit 2 – Pole Attachment Data Sheet – Cable (PPL Form 4792)

Exhibit 3 – Lashing Attachment Report (PPL Form 4829)

Exhibit 4 – Attachment Work Request (PPL Form 4811)

Exhibit 5 – Cat Rebuild Report (PPL Form 4834)

Exhibit 6 - Abandonment of Poles (PPL Form 4831)

Updated copies of these forms are available on the PPL Pole Attachment Services web site at

http://www.pplweb.com/delivering_energy/poleattachment/index.htm.

Form 4828 (10/2001)

CAT ATTACHMENT REPORT

Cable Television/Telecom



Page of

Name of Company		Company Code	Date Submitted			
Pole Location (City/Boro/Twp)		County	CAT Application No.			
Submitted by		Phone Number	E-mail Address			
Mailing Address						
TYPE OF ACTIVITY New Attachment <input type="checkbox"/> Attachment Removal <input type="checkbox"/>						
Item No.	PPL Pole Number	Street Location	Service Drop	Bolted Cable*	Cabinets	Guy Pole
1						
2						
3						
4						
5						
6						
Remarks: _____			Total			
*Pole Attachment Data Sheet – Cable Required for Each Bolted Cable Attachment						
For PPL Use Only:						
Company Code _____		Date of Application _____		Sequence No. _____		
Approved by _____				Date _____		
Entered by _____				Date _____		
Return to: PPL Pole Attachment Services Two North Ninth Street (GENGALL) Allentown, PA 18101-1179 E-mail: poleattachmentservices@pplweb.com Call (610) 774-6447 with any questions						

CAT ATTACHMENT REPORT

Name of Company _____ Date Submitted _____ Page _____ of _____

Item No.	PPL Pole Number	Street Location	Service Drop	Bolted Cable	Cabinets	Guy Pole
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
26						
27						
29						
30						

*Pole Attachment Data Sheet – Cable Required for Each Bolted Cable Attachment

Form 4792 (03/2001)



POLE ATTACHMENT DATA SHEET - CABLE

Pole No. _____		Telco Pole No. _____	
Street Location _____		Name of Attacher _____	
City/Boro/Township _____		Date _____	
Attachment Type: Cable <input type="checkbox"/> Cabinet <input type="checkbox"/> Guy Pole <input type="checkbox"/> Anchor Guy <input type="checkbox"/>			
Pole Size _____	Street Light <input type="checkbox"/> Yes <input type="checkbox"/> No	PP&L Conduit Riser <input type="checkbox"/> Yes <input type="checkbox"/> No	
Transformer/Device on Pole <input type="checkbox"/> Yes <input type="checkbox"/> No	Street Light Bracket Height _____	Primary <input type="checkbox"/> Yes <input type="checkbox"/> No	Secondary <input type="checkbox"/> Yes <input type="checkbox"/> No
		Top of Conduit Riser Height _____	
<input type="checkbox"/> Guying will be required for angle, corner or tap pole construction		<input type="checkbox"/> Guying is not required	

NOTE: *ALL HEIGHTS ARE ABOVE GROUND LEVEL

Neutral or Secondary (Circle One)

Pole Side* (Circle One)

Neutral or Secondary (Circle One)

Mid-Span Ht. _____	Front/Back	Attach. Ht. _____	Mid-Span Ht. _____
Mid-Span Ht. _____	Front/Back	Proposed Attach. Ht. _____	Mid-Span Ht. _____
Mid-Span Ht. _____	Front/Back	Attach. Ht. _____	Mid-Span Ht. _____
Mid-Span Ht. _____	Front/Back	Attach. Ht. _____	Mid-Span Ht. _____
Mid-Span Ht. _____	Front/Back	Attach. Ht. _____	Mid-Span Ht. _____

SPAN CROSSES OVER (CIRCLE ALL THAT APPLY)
AT MID-SPAN HEIGHT OF _____ FT.
YARD - FIELD - DRIVEWAY - PARKING LOT ROADWAY -
SWIMMING POOL - BODY OF WATER - RAILROAD - PA
TURNPIKE

SPAN CROSSES OVER (CIRCLE ALL THAT APPLY)
AT MID-SPAN HEIGHT OF _____ FT.
YARD - FIELD - DRIVEWAY - PARKING LOT ROADWAY -
SWIMMING POOL - BODY OF WATER - RAILROAD - PA
TURNPIKE

Make Ready Work Required: <input type="checkbox"/> Yes	Add'l Pole Height Required: <input type="checkbox"/> Yes
Raise: St Lt Brkt _____ In.	Lower: Cable _____ In.
Neutral/Secondary _____ In.	Cable _____ In.
Transformer/Device _____ In.	Cable _____ In.
Cable _____ In.	Other _____ In.
(Other) _____ In.	Other _____ In.

COMMENTS: _____

*Front pole side refers to roadside or side PPL pole number is on.

Form 4829 (10/2001)

LASHING ATTACHMENT REPORT

Page _____ of _____



TYPE OF ATTACHING COMPANY:		
Telephone/Railroad/Utility <input type="checkbox"/>	Cable Television/Telecom <input type="checkbox"/>	Public/Private <input type="checkbox"/>
Name of Attacher	Attacher Code	Date Submitted
Pole Location (City/Boro/Twp)	County	
Submitted by	Phone Number	E-mail Address
Mailing Address		
TYPE OF ACTIVITY New Attachment <input type="checkbox"/> Attachment Removal <input type="checkbox"/>		
THE LASHED CABLE ATTACHMENT WILL BE ADDED TO/REMOVED FROM THE EXISTING CABLE OWNED BY _____ COMPANY.		
Item No.	PPL Pole Number	Street Location
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
Remarks: _____		Total Number Of Attachments _____
For PPL Use Only: Rental Status _____ Rental _____ Non-Rental _____ Company Code _____ Date of Application _____ Sequence No. _____ Approved by _____ Date _____ Entered by _____ Date _____		
Return to: PPL Pole Attachment Services Two North Ninth Street (GENGALL) Allentown, PA 18101-1179 E-mail: poleattachmentservices@PPLWeb.com Call (610) 774-6447 with any questions		

LASHING ATTACHMENT REPORT

Name of Attacher _____ Date Submitted _____ Page _____ of _____

Item No.	PPL Pole Number	Street Location
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		



Form 4811 (12/2000)

ATTACHMENT WORK REQUEST

Sheet of

Job Reference #	Date
Location (city/boro/twp)	Originated by Company
(county)	Phone #
To: Company Name	Contact Name
Date Required	Contact Fax #

ACTION REQUIRED**CONFIRMING****WORK REQUIRED DUE TO**

A Attach to New Pole
T Transfer Facilities
L Lower Facilities
R Raise Facilities
G Replace Anchor Guy
X Remove Facilities

P Attachments Transferred
 by PPL

☐ New Service
☐ Plant Replace/Upgrade
☐ Hazardous Facilities
☐ Third Party Attachment
 By Company: _____

Remarks:

PPL has replaced poles at the locations listed below. Our records indicate that your company maintains attachments on those poles. Please arrange to transfer your attachments by the Date Required as noted above.

Action Req'd	Last off Pole*	Butt Remv'd *	PPL pole #	Telephone pole #	Location
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			

*Please indicate with 'x' in column if your company was the last company off pole and/or if your company pulled the pole butt.

Information below - Complete by Attacher

Date Action Completed:

Remarks:

Return to:

 Company Name

 Contact Person

 Street Address

 City, State, Zip Code

 Phone Number

 Fax Number

 E-Mail Address

Form 4834 (10/2001)

CAT REBUILD REPORT

Cable Television/Telecom



Page _____ of _____

Name of Company		Company Code	Date Submitted	
Submitted by		Phone Number	E-mail Address	
Mailing Address				

Item No.	City/Boro/Twp	County	Scheduled	Scheduled Completion Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**PROVIDE A CONSTRUCTION PLAN OR HIGHLIGHTED LOCATION PLAN.
ALL REBUILD PROJECTS MUST BE COMPLETED WITHIN TWELVE MONTHS OF THE START DATE.**

Remarks: _____

For PPL Use Only:

Company Code _____ Date of Application _____ Sequence No. _____

Approved by _____ Date _____

Entered by _____ Date _____

Return to:

PPL Pole Attachment Services
Two North Ninth Street (GENGALL)
Allentown, PA 18101-1179

E-mail: poleattachmentservices@PPLWeb.com
Call (610) 774-6447 with any questions



ABANDONMENT OF POLES

Date: _____

Contact Person: _____

To Attaching Company: _____

Address:

Field investigation has determined that your company is currently attached to the pole(s) listed below. Notice is hereby given of our intent to abandon the pole(s) owned by our company as listed below. Please indicate whether you will accept ownership or remove your facilities, and if the last attached on the pole, remove and dispose of the old pole(s) in each case. Please return this form within 60 days after the date listed at the top of this form.

Pole Location (City/Boro/Twp) _____

County: _____

[illegible]

Acknowledgment by Attaching Company:

From Present Pole Owner:

Name

Name (sign)

Company

Name (print)

Address

Title

Phone Number

Company

E-mail Address

ABANDONMENT OF POLES

LIST OF THIRD PARTY ATTACHERS

POLE ABANDONED BY: _____

POLE ACQUIRED BY: _____

WORK ORDER NUMBER: _____

PPL POLE NUMBER	COMPANY ATTACHED	ATTACHMENT DESCRIPTION

APPENDIX B

SCHEDULE OF FEES AND CHARGES

- 1.) Annual pole attachment rental fee for the current billing period (July 1, 2001 to June 30, 2002) -
\$18.44 per billable attachment
- 2.) Unauthorized attachment charge - \$92.20 per billable attachment

APPENDIX C

POINTS OF CONTACT

The points of contact listed in this exhibit shall be responsible for the interpretations necessary for the administration of this Agreement. Such interpretations shall, in all cases, be consistent with the terms and conditions of this Agreement. The points of contact shall be responsible for negotiating all amendments to this Agreement and for authorizing, in writing, those amendments that are agreed to by both parties.

PPL

Contact Name: ____ Paulette Knisely ____

Title: ____ Attachment Contracts Coordinator ____

Company Name: ____ PPL Electric Utilities ____

Address: ____ 2 North Ninth Street, Allentown PA 18101-1179 ____

Telephone Number: ____ 610 – 774 - 7145 ____

E-mail Address: ____ pknisely@pplweb.com ____

Licensee

Contact Name: _____

Title: _____

Company Name: _____

Address: _____

Telephone Number: _____

E-mail Address: _____

APPENDIX D

COMMUNICATION CABLE ATTACHMENT SPECIFICATIONS

PPL Utility Reference Specification 6-01-140

Requirements for the Attachment of Communication Cable Facilities on PPL Poles

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REQUIREMENTS FOR THE ATTACHMENT OF COMMUNICATION CABLE FACILITIES ON PPL POLES

REPLACES: URS-3002
URS-101C-304
URS-3004
A-157649

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REFERENCE NOTES FOR DRAWINGS:

GENERAL

The term "communication cable facility" refers to facilities installed by telephone, CATV, telecommunication, and public/private companies for voice, video, or data transmission. The owner of the communication cable facilities must follow the proper attachment permit procedures as specified by the appropriate attachment agreement.

Any rearrangement of PPL electrical facilities or other communication facilities necessary to accommodate the attachment of communication cable facilities on PPL poles must be negotiated by the communication cable facility owner with the existing facility owner and completed prior to making the attachment.

3. All new communication cables and cabinets shall be marked at each pole in a manner such that the ownership of the facility can be determined by PPL personnel from ground level. Existing communication cables and cabinets should be marked when maintenance is performed on that facility.
4. Bolt ends must not project more than one inch beyond the nut.

CABLE ATTACHMENTS

5. The communication cable must be attached directly to the pole surface or attached using metallic or fiberglass offset brackets. Offset brackets should only be used to provide the required horizontal clearance to buildings, signs, trees, and similar facilities, or to reduce the change in direction (angle) of the communication cable. Offset brackets should not be used to avoid required vertical clearances.
6. The use of wood arms for any communication cable attachments is not permitted for new installations, except with the prior approval of PPL engineering personnel for each specific attachment location.

CLEARANCE REQUIREMENTS

7. Clearances between PPL electrical facilities and communication cable facilities must be in accordance with the latest edition of the National Electrical Safety Code (NESC). Use Section 23 of the NESC to determine the clearances required at the pole and in-span. It specifies that the required vertical clearances must be measured surface-to-surface, not center-to-center. Diagonal measurements do not apply to electrical clearances. Additional vertical clearance may be needed on the pole to achieve the required in-span clearances. Communication reinforcing straps should be considered when measuring vertical clearances between communication facilities and electrical facilities.

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8. The in-span clearance as specified by the NESC between the lowest electrical secondary conductor at maximum sag condition and the highest communication cable facility at 40°F final unloaded sag, no wind, should not be less than 30 inches at maximum sag conditions. The in-span clearance between the lowest electrical neutral conductor or primary aerial cable assembly at maximum sag condition and the highest communication cable facility at 40°F final unloaded sag, no wind must not be less than 12 inches when the neutral or primary aerial cable assembly is bonded to the communications messenger at the intervals specified in Item 31. It must not be less than 22.5 inches when the communications conductor is ungrounded as in the case of all-dielectric-self-supporting fiber optic cable.
9. The minimum clearance between communication cables (center-to-center) supported by different suspension strands must be 12 inches at the pole and 6 inches in span. In most cases this will be a vertical clearance, but when communication cables are located on opposite sides of the pole, the 12 inches vertical clearance may be reduced provided that the minimum diagonal clearance is 12 inches and the bolts are a minimum of 6 inches apart. A minimum vertical clearance of 6 inches must be maintained between any strand-mounted equipment of cable expansion loops and the communication cables below. Reduced spacing is permitted if agreed to by the existing communication cable owner and communicated to PPL in writing. Reinforcing straps should not be considered when measuring clearances at the pole between communication cable facilities.
10. The vertical clearance for communication cable facilities above ground and paved surfaces at the low point in the span must be in accordance with NESC Table 232-1, state, or local regulations (typical values given below).
- 9.5 feet to ground over spaces accessible to pedestrians only
 - 15.5 feet to ground over spaces subject to truck traffic, such as roads, streets, driveways, parking lots, and alleys
 - 18 feet to travelled way and shoulders within the right of way of Pennsylvania state highways.
 - 23.5 feet to travelled way and shoulders within the right of way of the Pennsylvania Turnpike
 - 27 feet to the top of rail of railroad tracks
11. Any in-span service drop or device mounted on a communication cable or messenger must be a minimum of 15 inches from the pole face at its nearest point to assure adequate climbing space.
12. Effectively grounded communication cable facilities passing near a PPL structure without being attached thereto shall have a horizontal clearance, without wind, from any part of such structure of not less than three feet. Ungrounded communication cable facilities shall have a horizontal clearance, without wind, from any part of such structure of not less than five feet (per NESC Rule 234B).

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A vertical run of communication cable attached to the pole surface should be covered with a suitable non-metallic material and must have the following clearance from through bolts or other metallic objects which are associated with PPL equipment:

- one-eighth of pole circumference, or
- two inches
- whichever value is greater

ABLE POSITION

The usable space on the pole as defined by the FCC is that pole space 18 feet and higher above ground level. The top of the usable pole space is reserved for PPL electrical attachments. The middle portion of the usable pole space is reserved for third party (telecom, CATV, and Public/Private) communication cable or service drop attachments. The recommended minimum height of the initial third party cable attachment is 23 feet if conditions permit. The bottom portion of the usable pole space is reserved for the communication cable or service drop attachments owned by the incumbent telephone company. The recommended maximum height for the initial telephone cable attachment is 21 feet if conditions permit.

- PPL prefers that all communication cables be attached to the same side of the pole (preferably roadside) to facilitate pole replacement. Attachment of a communication cable tap in a position on the pole in the direction of the service or tap is routinely permitted.
- PPL allows the following attachment options:
 - bolt extender - attaching a bolt extender and communication cable on the same side of the pole as the existing communication cable as long as the owner of the proposed communication cable owns the bolt and existing communication cable
 - back bolting - attaching a communication cable on the backside of the pole using an existing bolt is allowed as long as the owner of the proposed communication cable owns the bolt and existing communication cable
 - back attachment - attaching a communication cable on the backside of the pole on a new bolt as long as 6 inches vertical clearance is maintained between bolts and 12 inches diagonal clearance is maintained between communication cables owned by different companies.

Back bolting and back attachments are not permitted on poles that are 60 feet or greater in size. Back bolting and a bolt extender are not permitted on the same bolt. No more than 2 cable attachments are permitted on a single bolt.

- The owner of the proposed communication cable shall not "weave" its cables from one vertical position to another with respect to other communication cables on the same sides of the pole line route. "Weaving" from one side of the pole to the other along the pole line route (except where it crosses a road) is also not permitted.

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JYING

- The owner of the communication cable facility must guy unbalanced loads imposed on the pole by dead ending or changes in direction of the communication cable facility per Bellcore specifications for guying communication cables. The communication cable facility must not alter the vertical position of PPL poles or change the sag characteristics of PPL conductors.
0. The proposed communication cable facility should be installed with the proper tension so that its final sag meets clearance requirements to existing electrical and communication facilities. There should not be more than one reduced tension span, maximum 100 feet in length, in consecutive spans without PPL approval.
0. All guying must be installed prior to the installation of the communication cable facility. Guy wires may be attached to PPL poles or anchor rods provided that the PPL facility has sufficient unused strength to support the proposed communication cable facility. The number of guy wires to one anchor rod may not exceed the number of eyes on the anchor rod plus one auxiliary eye attachment.
1. If the PPL anchor rod cannot support an additional guy wire attachment, the owner of the proposed communication cable facility must make provisions to install another anchor rod at least 3 feet from the PPL anchor rod.
2. The spacing (center-to-center) between adjacent guying attachments or between adjacent communication facility and guying attachments should not be less than six inches.

UNDERGROUND COMMUNICATION CABLE RISERS

23. The number of underground (UG) electric and communication cable risers attached directly to the pole surface should be limited so that one side (180 Degrees) of the pole is kept clear for climbing space and replacing the pole. UG communication cable risers should be located on the same side of the pole as their overhead communication cables are attached.
24. Riser standoff brackets may be used as necessary to provide the required 180 degrees of clear pole space. The UG communication cable risers should be on the same side of the pole as the riser standoff brackets or, if the positions are available, occupy the end conduit positions on the bracket.
25. Underground communication cable risers should not be installed on poles supporting transmission circuits operating at 69 KV and 138 KV.

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CABINETS BY UTILITY COMPANIES

Cabinets (telephone cross connect, CATV amplifiers and power supplies, etc.) may be mounted directly on the pole in the unusable space (defined as that pole space less than 18 feet above ground level) or suspended from the communication cable messenger. Do not install any new pole-mounted cabinets and service entrance equipment on:

- Junction poles (a pole where the PPL primary line runs in four or more directions)
- Poles that are 60 feet and greater in size or made of metal
- Poles with transmission facilities (69 KV and 138 KV) attached
- Poles with cabinets already installed by any communication company
- Poles with cabinets containing controls such as fire alarm, police signal, or traffic signal.
- Poles with capacitor controls, air switch operating handles, or an existing electrical service entrance
- Transformer poles which are not accessible to mechanized equipment
- Poles with underground electric or communication riser conduits which are not accessible to mechanized equipment

A new cabinet can be installed on a pole with an existing cabinet if both cabinets are owned by the same company. The new cabinet is part of a rebuild project and the existing cabinet will be removed upon rebuild project completion, and no other exclusion reasons (as listed above) exist.

PPL must approve the pole chosen prior to the installation of all new CATV power supplies to confirm that the pole is suitable.

7. The maximum size pole-mounted CATV power supply or amplifier cabinet allowed is 31 inches wide x 19 inches deep x 38 inches high. Climbing aids are required when cabinets larger than 30 inches high are installed. The climbing aid can be a 3/4 inch bolt approximately 22 inches long, projecting 8 inches from each side of the mounting channel, secured by four nuts at the channel, and mounted half way up the channel. Cabinets must be mounted using externally accessible hardware. There must be only one cabinet installed on any one pole. Any metallic cabinet must be effectively grounded.
28. The minimum vertical clearance from the top of the CATV power supply or amplifier cabinet to the lowest communication cable facility is 31 inches. The minimum vertical clearance from the bottom of the cabinet above ground must be in accordance with NESC Table 232-2 (typical values given below).
 - 11 feet to ground over spaces accessible to pedestrians only
 - 15 feet to ground over spaces subject to truck traffic such as streets, alleys, driveways, and parking lots
29. Install and effectively ground meter bases and disconnect switches in accordance with the latest revision of PPL "Rules for Electric Meter and Service Installations" except for the mounting height of the meter (6-1/2 feet from centerline to ground as shown on sheets 11 and 12 of this specification).
30. Meter troughs, meter trough covers, and service conduit and hubs shall not be used for communication grounds.

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BONDING

1. On 4 KV and 12 KV multi-grounded PPL lines, the owner of the communication cable facility must install and maintain an electrical bond between the metallic communication cable or messenger and the PPL vertical pole ground wire. There must be at least four bonds per mile with not more than 1,500 feet between these bonding locations. Make the electrical bond using #6 AWG copper wire and connectors suitable for the purpose. Communication cable that is entirely dielectric (non-conductive) need not be bonded.
32. Where there is an existing vertical ground wire connected to PPL's multi-grounded neutral system, the owner of the communication cable facility shall connect the bond wire to the vertical ground wire keeping the bond wire as short as practical. Where there is no vertical ground wire, the owner of the communication cable facility shall place a coiled length of bond wire connected to its facilities and notify PPL to connect the bond wire to the multi-grounded neutral system.
33. All communication cable facility guy wires must be bonded to an effectively grounded communication cable suspension strand, the PPL vertical pole ground wire, or to an adjacent PPL guy wire if no PPL vertical pole ground wire exists.
34. On PPL lines which are not multi-grounded (normally 23 KV and higher voltage circuits), the owner of the communication cable facility must **not** bond either its guy wire or its metallic communication cable to any PPL vertical pole ground wire unless specifically directed to do so by PPL engineering personnel. The owner of the communication facilities must install and maintain its' own grounding wire and grounding electrode (ground rod).

EMERGENCY ELECTRIC SUPPLY

35. Generators or other means of emergency electric supply to communication cable facilities are prohibited unless specifically approved by PPL engineering personnel. Installations of emergency electric supply equipment must conform to the latest revision of PPL "Rules for Electric Meter and Service Installations". The type of device to be used must ensure that there cannot be an interconnection between the emergency electric supply and the PPL electric system.

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TRANSMISSION POLE ATTACHMENTS

The attachment of communication cable facilities is not permitted on poles supporting transmission circuits operating at voltages greater than 138 KV.

Transmission lines are normally located within private R/W easements that do not permit PPL to grant attachment rights to other companies. Encroachment rights on this private R/W easement must first be granted by the property owner and presented to PPL before PPL can grant the right to attach to its transmission poles or structures.

The attachment method for communication cable facilities must first be reviewed by the local Transmission Maintenance Engineer and then by System Transmission Design, in accordance with PPL's existing Encroachment Guideline. Only after this review has been completed and approval granted, can the attachment request be permitted.

Attachment personnel can permit cable or guying attachments to transmission pole lines without additional follow-up if the poles are located on public R/W and already have electric distribution line facilities attached. The communication cable or guying attachments must be located below the electric distribution line facilities.

If there are no electric distribution line facilities attached to the transmission poles, the proposed attachment height must be reviewed and approved by the Transmission Maintenance Engineer to assure proper clearances to the transmission conductors.

PPL plans to eventually replace its 69 KV and 138 KV wood poles with metal poles. Attachers must be prepared to change their method of attachment as specified in #39 above.

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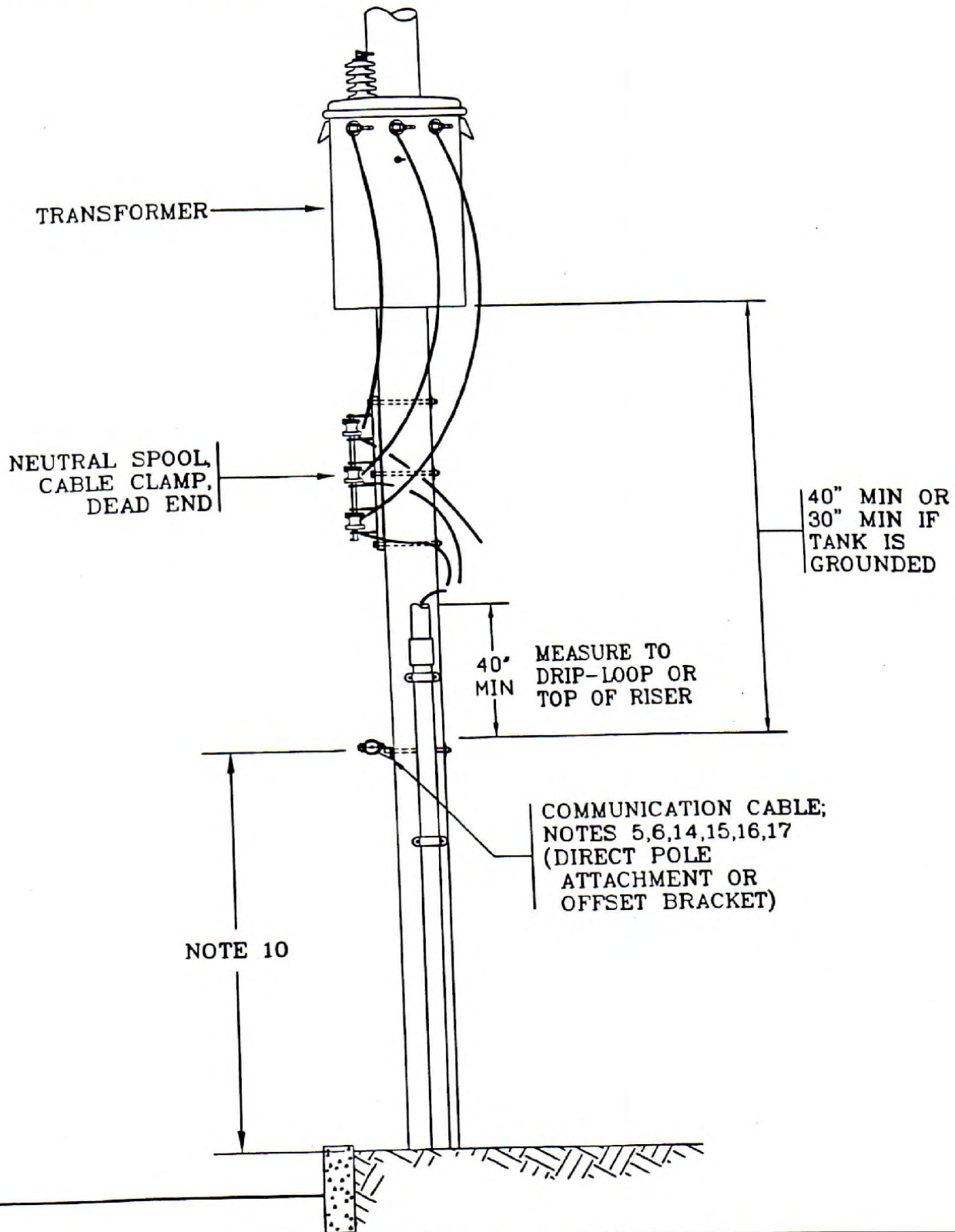
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ATTACHMENT OF COMMUNICATION CABLES



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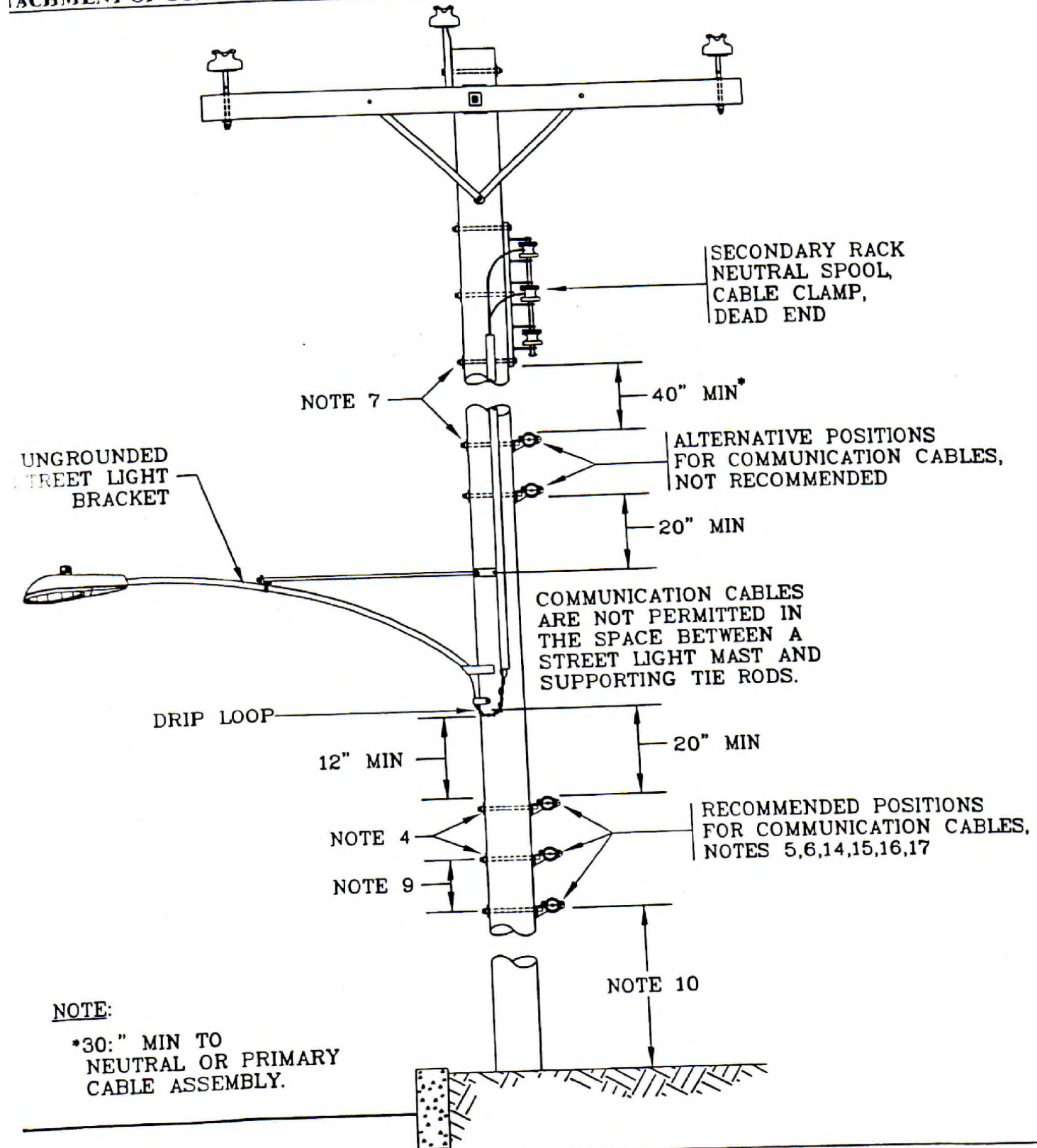
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ATTACHMENT OF COMMUNICATION CABLES



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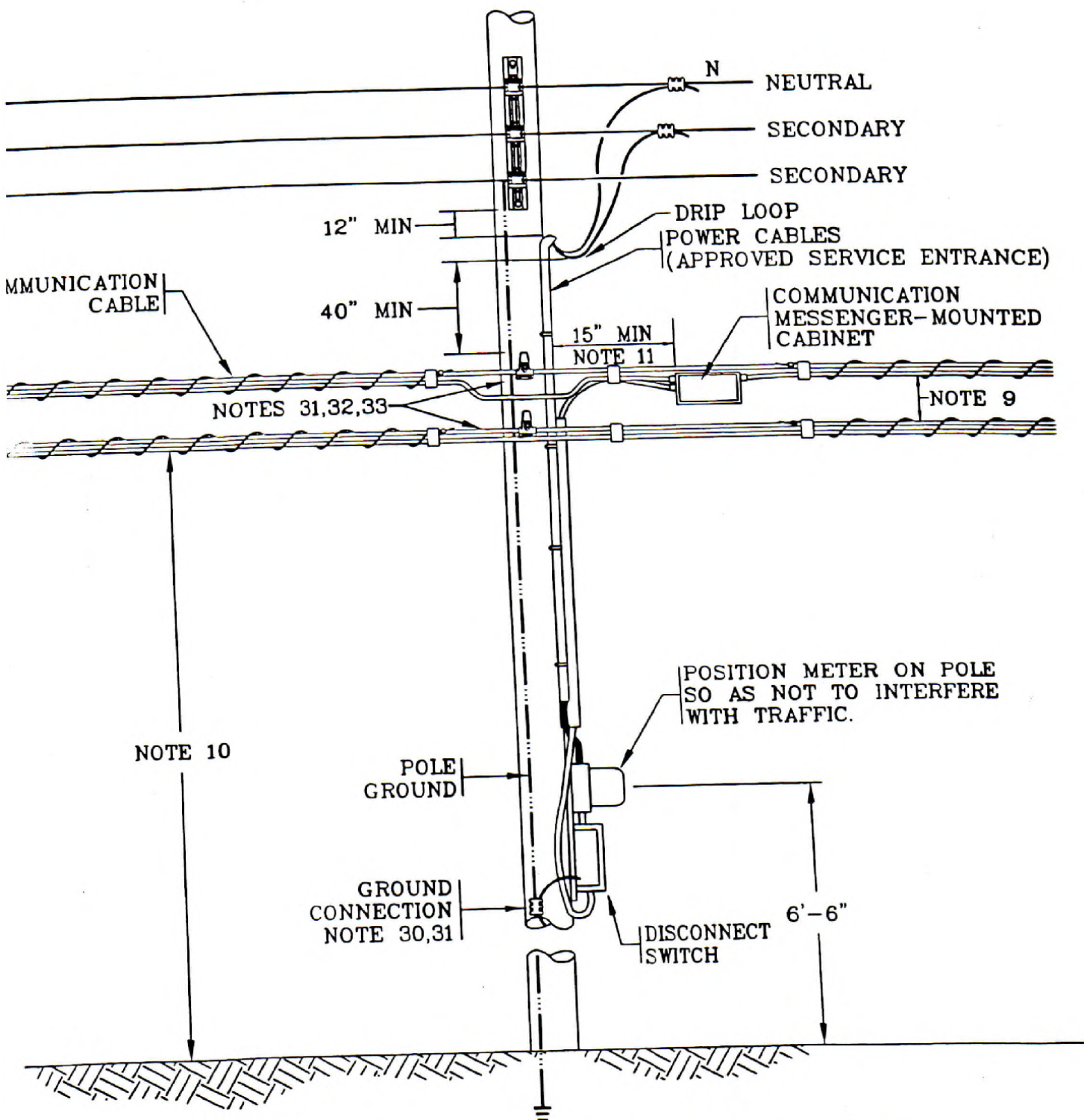
Date: 7/30/02 Drafter: JCB

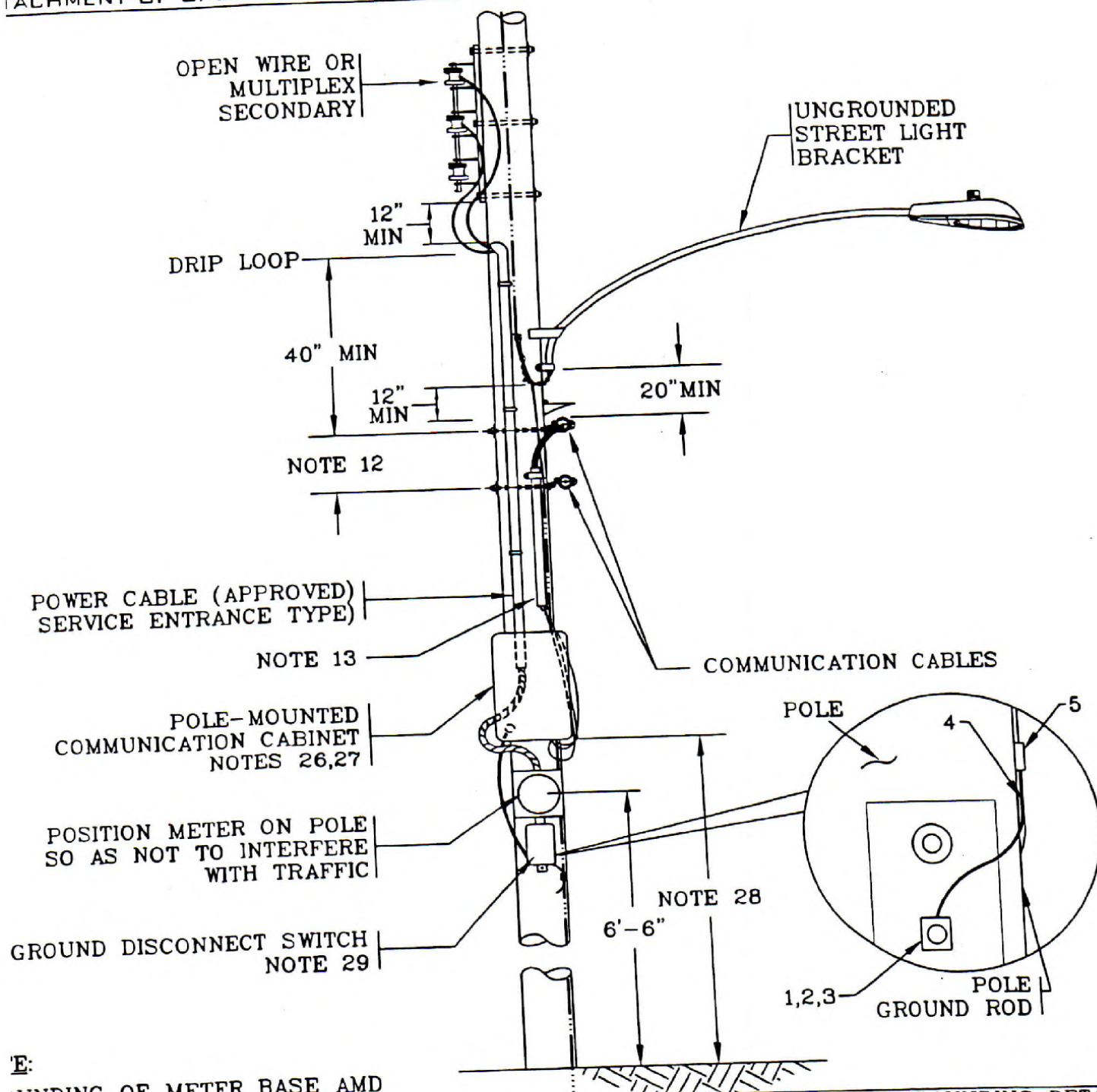
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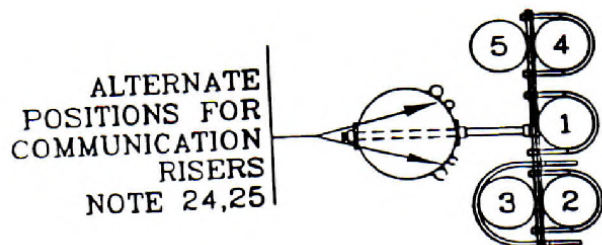
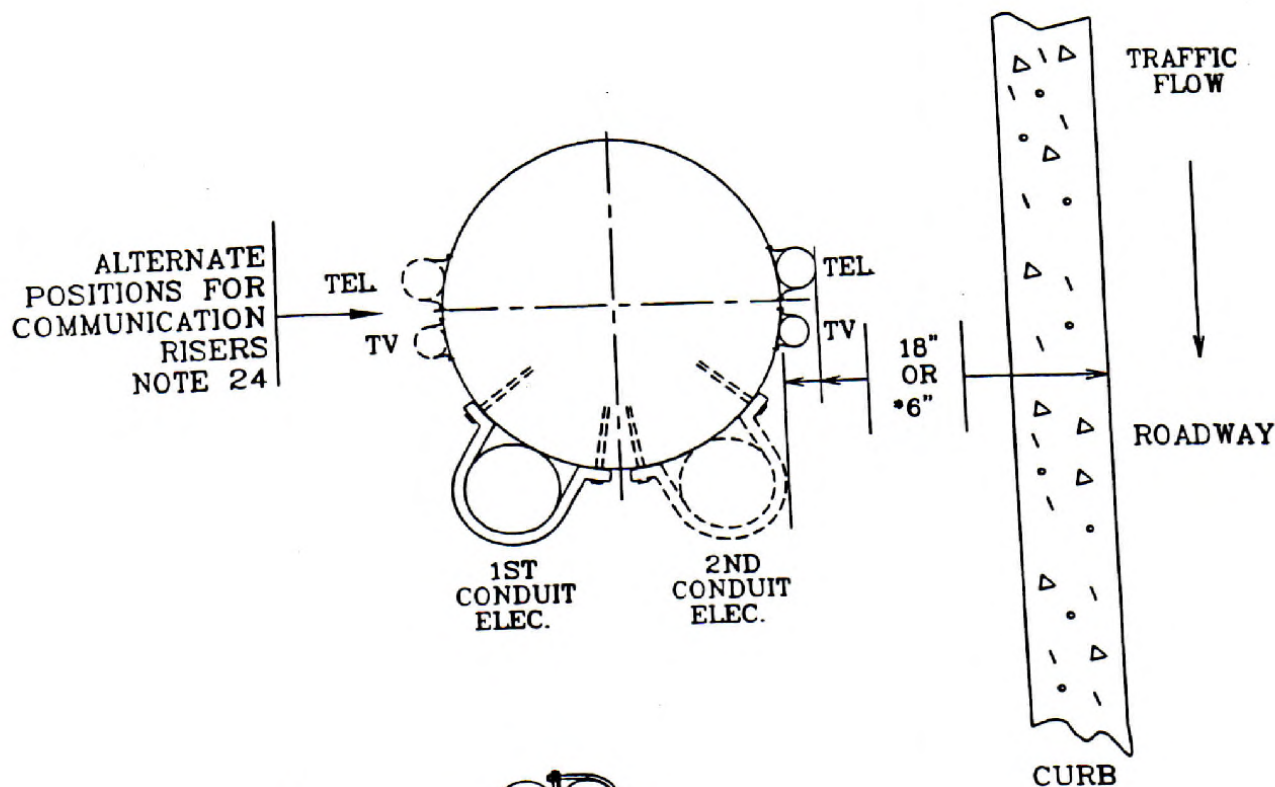
E:
 FOUNDING OF METER BASE AND
 CONNECT SWITCH IS REQUIRED.
 MAIL ON THIS PAGE IS FOR GROUNDING
 PROCEDURES ONLY. LOCATION AND ROUTE OF
 GROUND IS TO BE DETERMINED BY FIELD ON
 SITE BY SITE BASIS.

BILL OF MATERIAL: GROUNDING DETAIL			
ITEM	QUANTITY	DESCRIPTION	CATALOG #
1	1	TERMINAL CONNECTOR 1/2"	110390
2	1	SPLIT SPRING LOCK WASHER 1/2"	115441
3	1	BOLT WITH NUT 1/2"	106185
4	AS NEEDED	#4 COPPER (232"Ø) GROUND WIRE	147755
5	1	H-SHAPE CONNECTOR	108902

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IF POSITIONS ARE AVAILABLE, COMMUNICATION MAY OCCUPY POSITIONS 2 AND 3 OR 4 AND 5 ON STANDOFF BRACKET.

CABINETS, JUNCTION BOXES, PEDESTALS, ETC. MUST NOT BE ATTACHED TO RISER POLES.

- ALONG PENNDOT ROADWAYS, 18" MINIMUM IS REQUIRED. AT NEW INSTALLATIONS, 18" MINIMUM IS RECOMMENDED. THE NATIONAL ELECTRICAL SAFETY CODE REQUIRES 6" MINIMUM CLEARANCE TO BOTH THE POLE AND RISER.