

FILED

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

PPL ELECTRIC UTILITIES CORPORATION, :
FORMERLY KNOWN AS : No.
PENNSYLVANIA POWER & LIGHT CO., :
 :
Plaintiff, :
v. :
MAW COMMUNICATIONS, INC. and :
FRANK T. WICZKOWSKI :
 :
Defendants. :

NOTICE

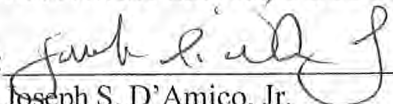
You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claims or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
Lehigh County Bar Association
1114 Walnut Street
Allentown, PA 18102
(610) 433-7094

FITZPATRICK LENTZ & BUBBA, P.C.

By: 
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Center Valley, PA 18034-0219

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MAW COMMUNICATIONS, INC. and	:	
FRANK T. WICKKOWSKI	:	
	:	
Defendants.	:	

COMPLAINT

Plaintiff PPL Electric Utilities Corporation, formally known as Pennsylvania Power & Light Company ("PPL Electric"), through its attorneys Fitzpatrick Lentz and Bubba files a Complaint against Defendants as follows:

1. Plaintiff PPL Electric is a corporation and regulated public utility lawfully doing business in the Commonwealth of Pennsylvania with its principal place of business located at 2 North 9th Street, Allentown, Pennsylvania, 18101.
2. Upon information and belief, Defendant MAW Communications, Inc. ("MAW") is also a corporation and regulated Pennsylvania public utility.
3. MAW lists its address as Post Office Box 978, Reading, Pennsylvania, but its physical location is believed to be at 419 Washington Street, Reading, Pennsylvania 19601.
4. Defendant Frank T. Wiczkowski is an adult individual with a business address of 419 Washington Street, Reading, Pennsylvania 19601 and a believed residential address of 3101 North Wagner Circle, Sinking Springs, Pennsylvania 19608.
5. Wiczkowski is President and sole owner of MAW.

6. Upon information and belief, in 1998 MAW was granted a certificate to provide telecommunications service as a competitive access provider and local exchange carrier by the Pennsylvania Public Utility Commissions at docket Nos. A-310623 and A-310623F0002, respectively.

7. It is believed and therefore averred that MAW's service area encompasses eastern Pennsylvania, including Lehigh County, Pennsylvania and it is believed MAW regularly conducts business in Lehigh County. Further, this Civil Action arises out of an agreement and transaction with an effective date of January 1, 2003 between PPL Electric and MAW which arose in the County of Lehigh.

8. Pursuant to Pa. R.C.P. 2179, Lehigh County is a proper venue to adjudicate this dispute.

9. Upon information and belief, as a regulated public utility, and consistent with federal regulations, MAW, under appropriate circumstances has a right to obtain a license from other regulated utilities, including entities such as PPL Electric, to attach MAW telecommunications equipment, facilities and apparatus to PPL Electric's poles and other facilities.

10. In 2002, PPL Electric and MAW entered into a Telecommunications Pole Attachment License Agreement, effective January 1, 2003. A copy of the 2003 Agreement is attached as Exhibit ("Ex.") 1.

11. The 2003 Agreement had an effective date of five years and, automatically renews every two years thereafter, unless otherwise terminated. See Ex. 1, § 3.1.

12. Pursuant to the 2003 Agreement, MAW agreed that its right to acquire a license and authorization for any attachment on PPL Electric poles would comply with the provisions of

the 2003 Agreement, and all laws, ordinances and regulations in any manner. Specifically MAW agreed as follows:

ARTICLE 5
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.

13. Pursuant to Article 6 of the 2003 Agreement, prior to any MAW attachment to a PPL Electric pole, MAW was obligated to submit a "completed attachment of installation application" (i.e., "pole attachment application") and pole attachment data sheets, along with a marked plan showing the location and extent of any project. See Ex. 1, Article 6.

14. Beginning in 2013, the manual/paper application process was supplanted by the PPL Electric Pole Attachment Services Online Application Management Tool (“PPL Online Application Site”).

15. MAW Communications is familiar with and has utilized the PPL Online Application Site since 2013.

16. Consistent with the 2003 License Agreement, as amended/updated, upon receiving an application, PPL Electric performs a pre-attachment inspection to confirm the adequacy of existing poles and anchors to accommodate the licensees’ proposed attachments. See Ex. 1, §§6.5-6.7. Based on that evaluation, it is possible that certain “Make Ready” work would be necessary to accommodate MAW’s proposed attachments. See Ex. 1, Article 7.

17. If an attachment authorization did issue, MAW was also required to have a copy available at the site of any ongoing attachment work. See Ex. 1, Article 6, specifically §§ 6.5-6.7.

18. In or about January 20, 2016, MAW submitted a pole attachment application for certain designated PPL Electric poles within the City of Lancaster.

19. In total, it has submitted four additional and completed online applications since January 16, 2016, plus an incomplete online application of August 2017 that MAW has not revised and several other online 2017 applications in draft status that MAW did not formally submit to PPL Electric.

20. The application(s) pertained to MAW’s plans to construct a fiber optic network within the confines of the City of Lancaster that it has labelled as Lan-City Connect.

21. Pursuant to the 2003 Agreement, PPL Electric promptly undertook a pre-attachment inspections with respect to the completed applications. Following the inspection, PPL

Electric submitted "Make Ready" work estimates and proposals for MAW consistent with Article 7 of the 2003 Agreement.

22. The "Make Ready" work estimates included the estimated cost to be incurred by PPL Electric to accommodate MAW's attachments on the PPL Electric system. Such expense is MAW's responsibility and pre-payment is required before the work is performed.

23. Pursuant to Article 7.2 of the 2003 Agreement, MAW was obligated to return the "Make Ready" work proposal, along with payment in full, within 60 days.

24. MAW never responded to the "Make Ready" work proposals and estimates. Therefore, it never received authorization or permission to attach to PPL Electric poles,

25. In addition to the above, prior to any authorized attachments, pursuant to §17.1 and 17.2 of the 2003 Agreement, MAW was also obligated to provide, without cost to PPL Electric, proof of specified insurance coverages and limits to protect PPL Electric, among others.

26. Consistent with Section 18.1 of the License Agreement, to the extent there was any authorization to make attachment to PPL Electric's poles or facilities, PPL Electric was authorized to require security by MAW in the nature of a payment bond or other satisfactory evidence of financial security, naming PPL Electric as beneficiary. See Ex. 1, § 18.1.

27. Although MAW submitted multiple pole attachment requests, it never received authorization from PPL Electric because MAW failed to respond to the "Make Ready" work proposals, pay fees or otherwise comply with its other contractual and regulatory requirements. Moreover, its proposed attachments were deficient.

28. Despite the fact MAW lacked authorization to attach to PPL Electric poles and facilities, MAW submitted to the Pennsylvania Public Utility Commission on or about May 25, 2017, a municipal carrier agreement between MAW and the City of Lancaster (herein after, the

"MAW/Lancaster Agreement"), originally dated December 2014. A copy of the May 2017 submission to the PUC is attached as Ex. 2.

29. Pursuant to the MAW/Lancaster Agreement, MAW was responsible, among other things, for obtaining and maintaining pole attachment agreements with PPL Electric or others. To date, there are no authorized pole attachments with PPL Electric for the MAW/Lancaster Agreement.

30. It is evident from the above-referenced facts, MAW never obtained authorization to attach to PPL Electric poles. MAW has violated both the 2003 Agreement with PPL Electric and its agreement with the City of Lancaster.

31. In or about October 2017, PPL Electric became aware that MAW employees or contractors, without authorization, plans, approvals, permits, proof of insurance, security or any privilege, began making attachments to PPL Electric's poles in the City of Lancaster in order to create the fiber optic network contemplated under the MAW/Lancaster Agreement.

32. Upon learning of the unauthorized attachments, PPL Electric, through Michael J. Shafer, gave written notice to MAW and its President Frank Wiczowski of the unauthorized attachments PPL Electric had discovered. A copy of Attorney Shafer's letter to MAW dated November 3, 2017 is attached as Ex. 3.

33. As is set out in the correspondence, MAW's unauthorized attachments were in violation of PPL Electric standards as well as the National Electric Safety Code. For instance, in several respects, the attachments are too close to PPL Electric's facilities which creates a hazardous situation for both MAW representatives, PPL Electric crews and other potential persons. MAW was also applying inappropriate attachments or potential splices in violation of PPL Electric's standards for providing a physically secure network.

34. Mr. Shafer's November 3, 2017 letter provided a list of the then known unauthorized attachments, and consistent with its rights under the 2003 Agreement, PPL Electric made demand on MAW for immediate removal of the unauthorized attachments, together with a demand for unauthorized attachment charges of \$1,608 pursuant to § 11.4 of the 2003 Agreement. Additionally, PPL Electric demanded MAW provide security in the nature of a payment bond in the amount of \$50,000 pursuant to § 18.1 of the 2003 Agreement in order to protect PPL Electric's interests during the removal of unauthorized attachments.

35. Rather than act consistent with its contractual rights and obligations, upon learning that PPL Electric had discovered MAW's blatant disregard and breach of its contractual duties, MAW, through its President Frank Wiczowski, by letter dated November 7, 2017, attempted to ignore its contractual obligation and refused to cure its defaults and remove the unauthorized attachments, pay the financial penalties or post the security required under the 2003 Agreement. A copy of MAW Communications November 7, 2017 correspondence is attached as Ex. 4.

36. Thereafter, by letter dated November 10, PPL Electric again demanded MAW remove all unauthorized attachments. A copy of the November 10, 2017 letter is attached as Ex. 5.

37. Rather than remove the unauthorized attachments, PPL Electric discovered that MAW was still blatantly disregarding its contractual obligations and continued with additional unauthorized attachments. Compounding MAW's breach was the fact it continued to make unauthorized attachments that violated both PPL Electric standards and the National Electric Safety Code, creating hazardous conditions.

38. Per correspondence dated November 21, 2017, PPL Electric identified additional unauthorized pole attachments, as well as the defects or other improper attachment issues. Mr.

Shafer, for PPL Electric also updated the liquidated damages due from MAW to \$2,144, plus reiterate its demand for security in the nature of a payment bond. A copy of PPL Electric's November 21, 2017 correspondence to MAW is attached as Ex. 6. Further, MAW has failed to provide any proof or Certificate of Insurance consistent with the 2003 Agreement.

39. Despite several demands that MAW cease its unauthorized conduct and remove the prior unauthorized and non-compliant attachments, on or about November 30, 2017, PPL Electric employees again observed MAW representatives continuing to make unauthorized attachments to PPL Electric's poles and facilities in the City of Lancaster.

40. Photographs of MAW's unauthorized attachments and activities are attached as Ex. 7.

41. Despite multiple notices, MAW has failed to act in conformity with the License Agreement, applicable PPL Electric and relevant safety standards, failed to provide proper security in the nature of payment bond and proof of insurance in the required amounts and coverages.

42. MAW's breaches create hazardous conditions for PPL Electric employees/representatives as well as MAW's employees, contractors, or representative and those representatives of other public utilities who may have authorization for pole attachments on PPL Electric's facilities.

43. The standards applied by PPL Electric for pole attachments are reasonable and consistent with current technology taking into consideration concerns for safety, reliability and stability of long-term service. A copy of the current standards applicable to the 2003 Agreement are attached as Ex. 8.

44. The PPL standards are both reasonable and easy to comport with by licensees. The standards apply to all potential licensees.

45. MAW's breach of its Agreement and willful conduct creates a hazard which must be abated.

46. MAW has the ability to follow a proper and correct process for seeking authorization for attachments consistent with the controlling standards.

47. MAW has willfully disregarded and ignored the 2003 Agreement after abandoning its applications for attachments. Doing so is a breach of its duties and also of PPL Electric's rights.

48. MAW has not demonstrated an ability to provide financial security for its work, pay the attachment fees or satisfy any "Make Ready" work charges estimated by PPL Electric.

49. MAW's conscious and willful disregard creates a hazard, and PPL Electric's right to immediate relief.

50. Removal of the unauthorized obstructions and requiring MAW to submit the financial security, proof of insurance and to follow the attachment authorization procedure, including, payment of any fees associated with PPL Electric "Make Ready" work efforts to render the poles ready and available for attachment in accordance with appropriate and applicable standards is reasonable. Injunctive relief will also restore the parties to their status as it existed immediately prior to MAW's breach and unlawful conduct and allow MAW to seek attachments in compliance with the requirements of the 2003 Agreement.

51. Because of the hazard created by MAW's unauthorized and unsafe attachments, MAW should employ qualified and properly trained electrical workers/electricians to address the hazard as traditional communication line workers lack the requisite training/equipment for safe conduct so close to electrical lines.

52. There is no adequate remedy at law to address the hazard, harm, potential danger and injury by MAW's unlawful and unauthorized actions.

53. PPL Electric's right to relief is clear.

54. PPL Electric is likely to prevail on the merits of this action.

55. The issuance of an injunction is reasonably suited to achieve the requested relief (i.e., removal of the unauthorized and unsafe attachments) and requiring MAW to proceed with the attachment procedure and requirements outlined in the 2003 Agreement to ensure proper and appropriate performance.

56. The request for relief does not adversely affect the public interest. On the contrary, requiring MAW to safely remove the unauthorized attachments and to instead comport itself consistent with its obligations under the 2003 Agreement, applicable safety standards and provide financial security will ensure the public interest is adequately protected.

57. In addition to equitable relief, MAW is liable to PPL Electric for damages consistent with its unauthorized and improper actions, including liquidated damages provided under §11.4 of the 2003 Agreement, in an amount to be determined based upon discovery of all unauthorized attachments.

WHEREFORE, PPL Electric requests this Honorable Court issue a mandatory injunction directing Defendant MAW Communications, Inc. to perform as follows:

1. Produce records of every attachment connection made by MAW, its contractors, employees or representatives to PPL Electric facilities, generally and in particular within the City of Lancaster as part of MAW's municipal carrier agreement for a fiber optic network within the City of Lancaster;
2. Immediately retain qualified and properly trained electrical workers/electricians to remove every unauthorized attachment in a safe manner, minimizing the danger to line

workers and any damage to PPL Electric's facilities and restoring the PPL Electric property to MAW's pre-breach condition; and

3. To the extent MAW intends to seek to attach to PPL Electric's poles, to comport itself consistent with its obligations pursuant to the 2003 Agreement and the current applicable attachment standards.

Plus damages in an amount in excess of \$50,000 which is believed to be representative of both liquidated damages and costs incurred by PPL Electric with respect to its "Make Ready" work proposal and the costs to remediate its property following MAW's unauthorized and improper conduct, together with an award of costs of suit and such further relief deemed just and proper.

COUNT II

PPL Electric Utilities Corp. v. MAW Communications, Inc. and Frank T. Wiczowski

58. PPL Electric incorporates by reference paragraph 1 – 57 of the Complaint as if fully set forth herein.

59. At all material times, both MAW and its President were acutely aware of the process and restrictions on MAW with respect to PPL Electric's pole attachments.

60. Despite MAW having a clear process for acquiring rights to attach to PPL Electric's poles, both MAW and Wiczowski purposely and intentionally disregarded such a process in contravention of MAW's contractual duty and creating a safety hazard for PPL Electric's employees, representatives and others.

61. Once PPL Electric placed both Wiczowski and MAW on notice of the discovered unauthorized attachments, neither took responsible action to address and alleviate the prior improper conduct. Instead, MAW, with Wiczowski's approval, direction and authorization willfully continued to make unauthorized attachments to PPL Electric poles and facilities.

62. MAW and Wiczkowski's conduct constitute a trespass.

63. Defendant MAW and Wiczkowski's conduct was willful, obnoxious and outrageous.

64. MAW and Wiczkowski's trespass caused damage to PPL Electric facilities in the amounts to be determined.

65. Defendants' wrongful conduct also subjects them to the imposition of punitive or exemplary damages.

WHEREFORE, PPL Electric requests this Honorable Court enter judgment in its favor and against MAW Communications, Inc. and Frank T. Wiczkowski for sum in excess of \$50,000, including an award of punitive damages, cost of suit and such other relief deemed just and proper.

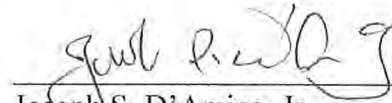
Respectfully submitted,

FITZPATRICK LENTZ & BUBBA

Date:

12-5-17

BY:



Joseph S. D'Amico, Jr.

Attorney I.D. 55645

4001 Schoolhouse Lane, P.O. Box 219

Center Valley, PA 18034-0219

Attorney for Defendant

PPL Electric Utilities Corporation

VERIFICATION

I, Ryan J. Yanek, hereby state and aver that I am authorized to sign this Verification on behalf of PPL Electric Utilities Corporation, formerly known as Pennsylvania Power & Light Company, and that I have read the foregoing Complaint. The factual statements contained therein are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.


SIGNATURE

Ryan J. Yanek
Project Manager – ATBS
Distribution Asset Management

DATE: 12-5-17

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

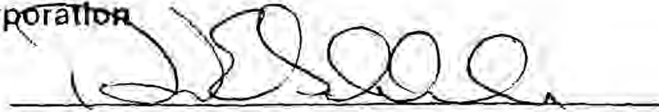
ENTIRE AGREEMENT

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):

DAVID E. SCHLEICHER

Title (type or print):

Mgr - Engrg. Design

Date:

12-20-02

Witness:



LICENSEE

Signature:



Name (type or print):

Frank T. Wiczowski

Title (type or print):

President

Date:

November 26, 2002

Witness:



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 4826 (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		<u>Phone Number</u>	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. _____	<input type="checkbox"/> Attach. Ht. _____ <input type="checkbox"/> Proposed Attach. Ht. _____ <input type="checkbox"/> Attach. Ht. _____ <input type="checkbox"/> Attach. Ht. _____ <input type="checkbox"/> Attach. Ht. _____	Mid-Span Ht. _____
Mid-Span Ht. _____	Front/Back	Mid-Span Ht. _____
Mid-Span Ht. _____	Front/Back	Mid-Span Ht. _____
Mid-Span Ht. _____	Front/Back	Mid-Span Ht. _____
Mid-Span Ht. _____	Front/Back	Mid-Span Ht. _____
Mid-Span Ht. _____	Front/Back	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 **1** of **1**

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 Remy'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

Phone Number

Contact Person

Fax Number

Street Address

E-Mail Address

City, State, Zip Code

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

Sheet 1 of 2



To Attaching Company:

Date: _____
Contact Person: _____

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]

From Present Pole Owner:

Name

Acknowledgment by Attaching Company:

Name (sign)

Company

Name (print)

Address

Title

Company

Phone Number

E-mail Address

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

OVERHEAD DISTRIBUTION GENERAL INFORMATION /s/D N

6-01-140

Utility Reference Specifications

6-01-140

SHEET 1

Attachment of Communication Cable Facilities on PPL Poles

SHEET 1

REQUIREMENTS FOR THE ATTACHMENT OF COMMUNICATION CABLE FACILITIES ON PPL POLES

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

DISTRIBUTION CONSTRUCTION SPECIFICATIONS

**PPL ELECTRIC UTILITIES
CORPORATION**

Date: 7/30/02 Drafter: JCBSponsor: AmApproved: DEF
Supv. T&D Standards

OVERHEAD DISTRIBUTION GENERAL INFORMATION

Utility Reference Specifications

/s/D N

1-140

6-01-140

SHEET 2

Attachment of Communication Cable Facilities on PPL Poles

SHEET 2

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.

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.

Bolt ends must not project more than one inch beyond the nut.

CABLE ATTACHMENTS

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.

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

- 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.

DISTRIBUTION CONSTRUCTION SPECIFICATIONS

**PPL ELECTRIC UTILITIES
CORPORATION**

Date: 7/30/02 Drafter: JCBSponsor: AmApproved: DE Fitch
Supv. T&D Standards

OVERHEAD DISTRIBUTION GENERAL INFORMATION

Utility Reference Specifications

2017-C-3755
S/D N

-01-140

6-01-140

SHEET 3

Attachment of Communication Cable Facilities on PPL Poles

SHEET 3

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).

DISTRIBUTION CONSTRUCTION SPECIFICATIONS

**PPL ELECTRIC UTILITIES
CORPORATION**

Date: 8/28/02 Drafter: JCBSponsor: AmApproved: DE Fenty

Supv. T&D Standards

1-140	OVERHEAD DISTRIBUTION GENERAL INFORMATION Utility Reference Specifications	2017-C-3755 /s/D N	6-01-140
ET 4	Attachment of Communication Cables Facilities on PPL Poles		SHEET 4

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

LE 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.

7. 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.

DISTRIBUTION CONSTRUCTION SPECIFICATIONS

**PPL ELECTRIC UTILITIES
CORPORATION**

Date: 7/30/02 Drafter: JCB

Sponsor: Am

Approved: DE Fitch
Supv. T&D Standards

OVERHEAD DISTRIBUTION GENERAL 2017-04-07-156N /s/D N

1-140

Utility Reference Specifications

6-01-140

SHEET 5

Attachment of Communication Cable Facilities on PPL Poles

SHEET 5

NG

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 Belcore 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.

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.

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.

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.

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

3. 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.
4. 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.
5. Underground communication cable risers should not be installed on poles supporting transmission circuits operating at 69 KV and 138 KV.

DISTRIBUTION CONSTRUCTION SPECIFICATIONS

**PPL ELECTRIC UTILITIES
CORPORATION**

Date: 7/30/02 Drafter: JCBSponsor: ARMApproved: DEF
Supv. T&D Standards

OVERHEAD DISTRIBUTION GENERAL INFORMATION

/s/D N

-140

Utility Reference Specifications

6-01-140

ET 6

Attachment of Communication Cable Facilities on PPL Poles

SHEET 6

NETS 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.

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.

1. 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

9. 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).

0. Meter troughs, meter trough covers, and service conduit and hubs shall not be used for communication grounds.

DISTRIBUTION CONSTRUCTION SPECIFICATIONS

**PPL ELECTRIC UTILITIES
CORPORATION**

Date: 7/30/02 Drafter: JCBSponsor: AmApproved: DE Frits
Supv. T&D Standards

OVERHEAD DISTRIBUTION GENERAL INFORMATION

01-140	Utility Reference Specifications 2017-C-3755 /s/D N	6-01-140
SHEET 7	Attachment of Communication Cable Facilities on PPL Poles	SHEET 7

ENDING

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.

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.

- 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.
- 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

- 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.

DISTRIBUTION CONSTRUCTION SPECIFICATIONS

**PPL ELECTRIC UTILITIES
CORPORATION**

Date: 7/30/02 Drafter: JCBSponsor: AmApproved: 19EF

Supv. T&D Standards

-140	OVERHEAD DISTRIBUTION GENERAL INFORMATION /s/D N	6-01-140
SHEET 8	Attachment of Communication Cable Facilities on PPL Poles	SHEET 8

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.

DISTRIBUTION CONSTRUCTION SPECIFICATIONS

**PPL ELECTRIC UTILITIES
CORPORATION**

Date: 7/30/02 Drafter: JCBSponsor: AmApproved: DEF
Supv. T&D Standards

OVERHEAD DISTRIBUTION GENERAL INFORMATION

Utility Reference Specifications

2017-C-3755

/s/D N

6-01-140

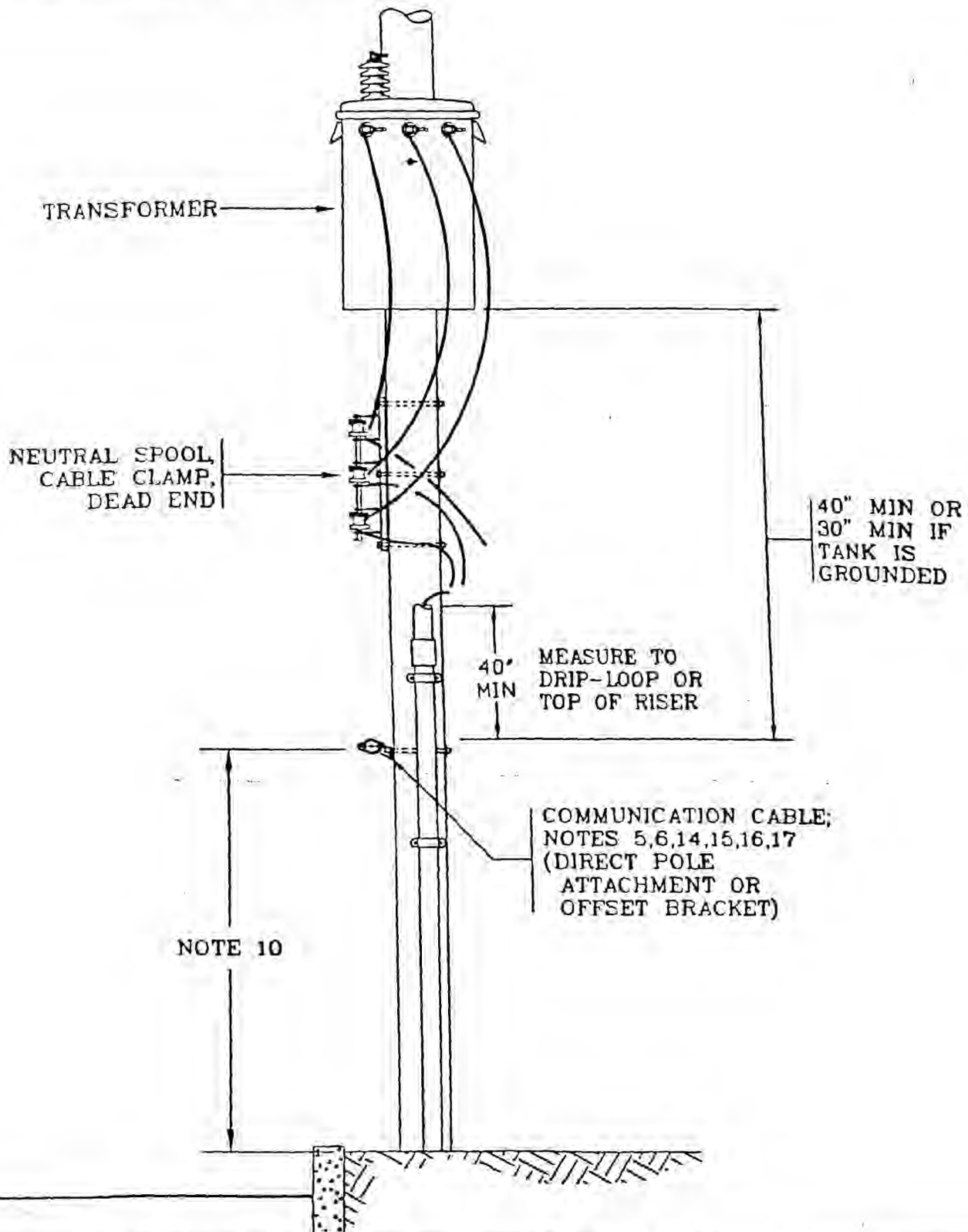
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SHEET 9

Attachment of Communication Cable Facilities on PPL Poles

SHEET 9

ATTACHMENT OF COMMUNICATION CABLES



DISTRIBUTION CONSTRUCTION SPECIFICATIONS

PPL ELECTRIC UTILITIES
CORPORATIONDate: 7/30/02 Drafter: JCBSponsor: HMApproved: DE Fitch

Supv. T&D Standards

1-140

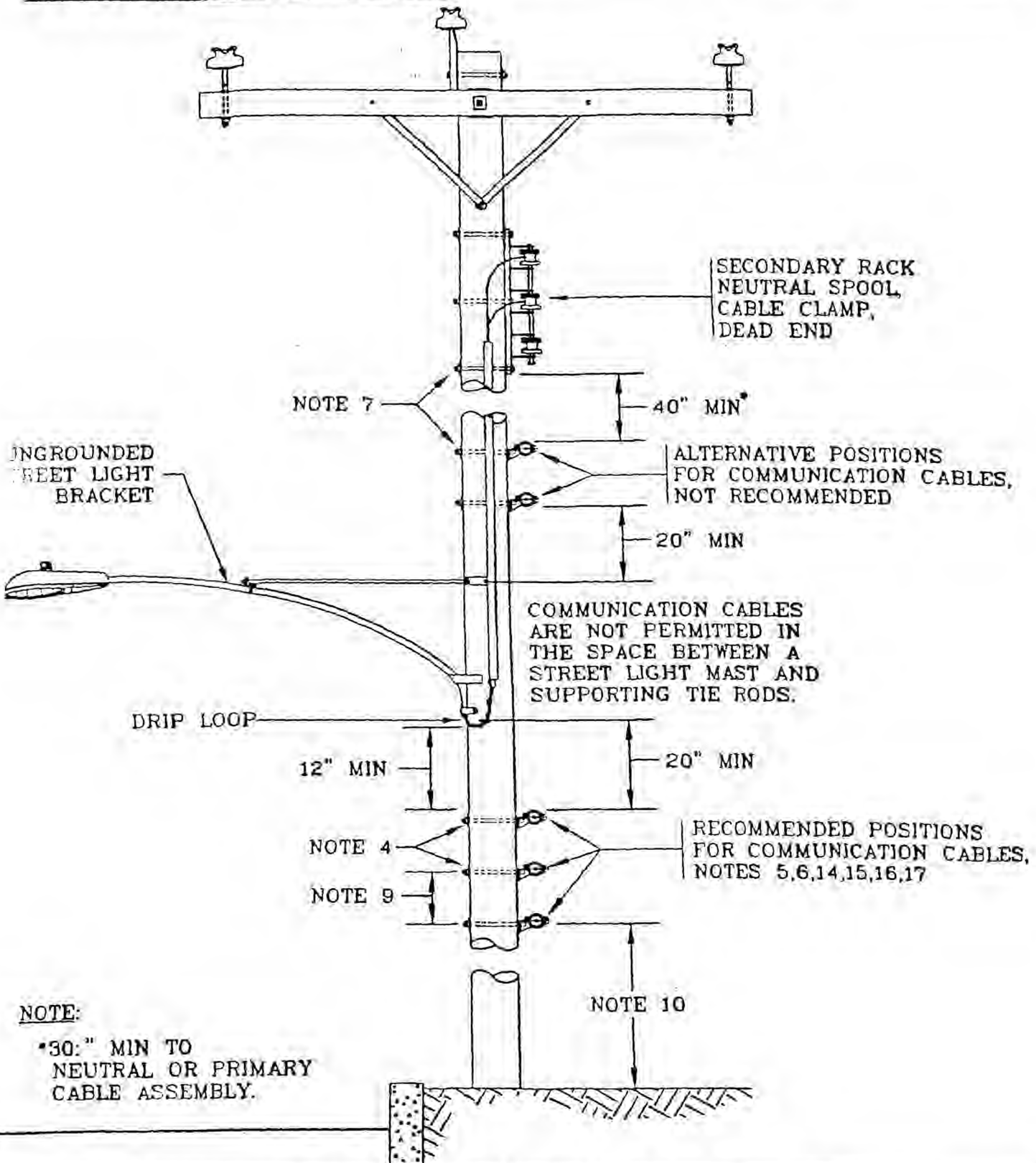
OVERHEAD DISTRIBUTION GENERAL INFORMATION
Utility Reference Specifications 2017-C-3755 /s/D N

6-01-140

ET 10

Attachment of Communication Cable Facilities on PPL Poles

SHEET 10

ATTACHMENT OF COMMUNICATION CABLES

DISTRIBUTION CONSTRUCTION SPECIFICATIONS

**PPL ELECTRIC UTILITIES
CORPORATION**Date: 7/30/02 Drafter: JCBSponsor: AmApproved: DC Fitch
Supv. T&D Standards

OVERHEAD DISTRIBUTION GENERAL INFORMATION /s/D N

Utility Reference Specifications

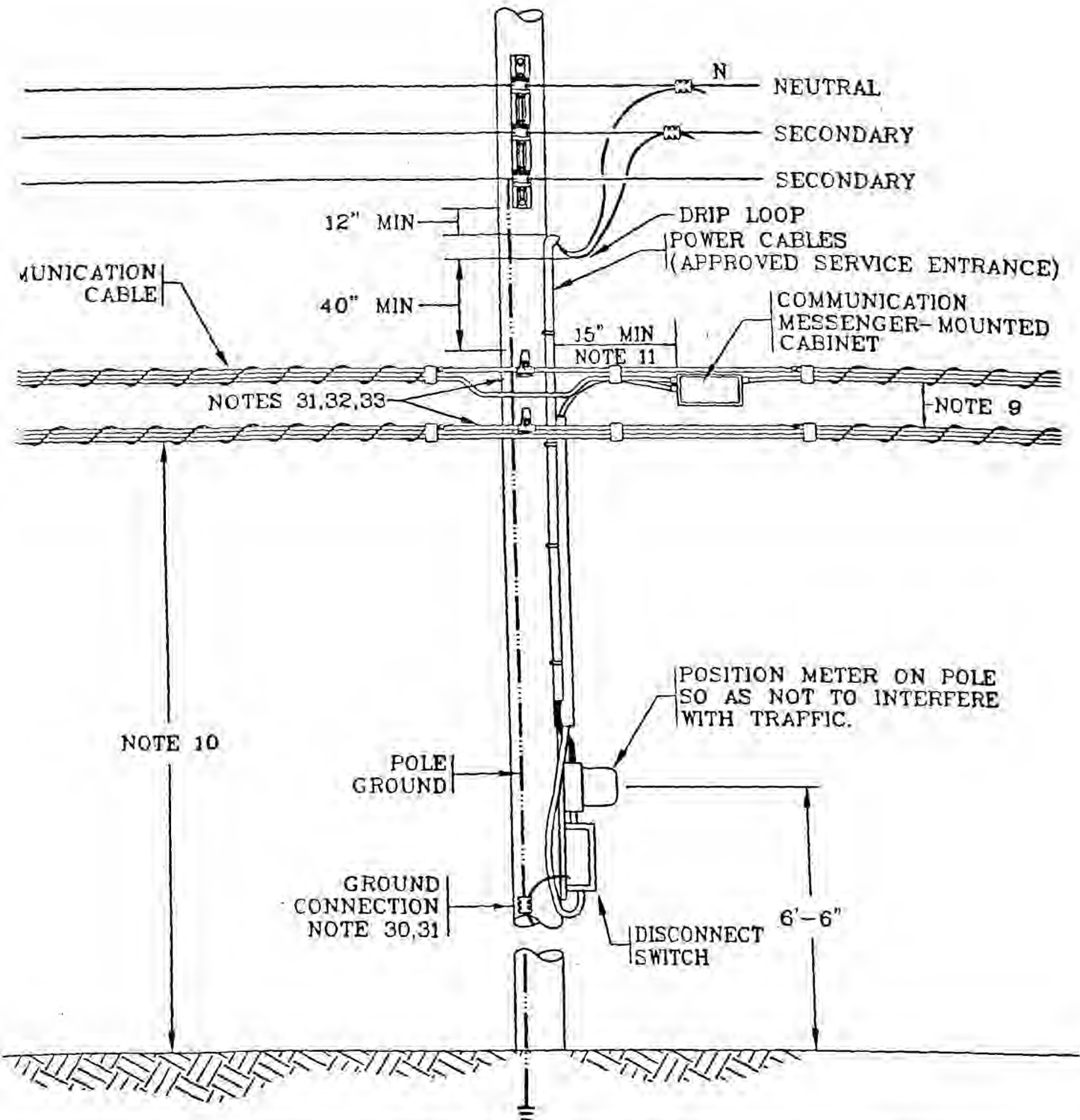
Attachment of Communication Cable Facilities on PPL Poles

6-01-140

SHEET 11

01-140

SHEET 11

ATTACHMENT OF CABINET AND SERVICE; STRAND MOUNTED CABINET

OVERHEAD DISTRIBUTION CONSTRUCTION SPECIFICATIONS

PPL ELECTRIC UTILITIES
CORPORATIONDate: 7/30/02 Drafter: JCBSponsor: ArmApproved: DEE

Supv. T&D Standards

OVERHEAD DISTRIBUTION GENERAL 120070-03/58

/s/D N

Utility Reference Specifications

6-01-140

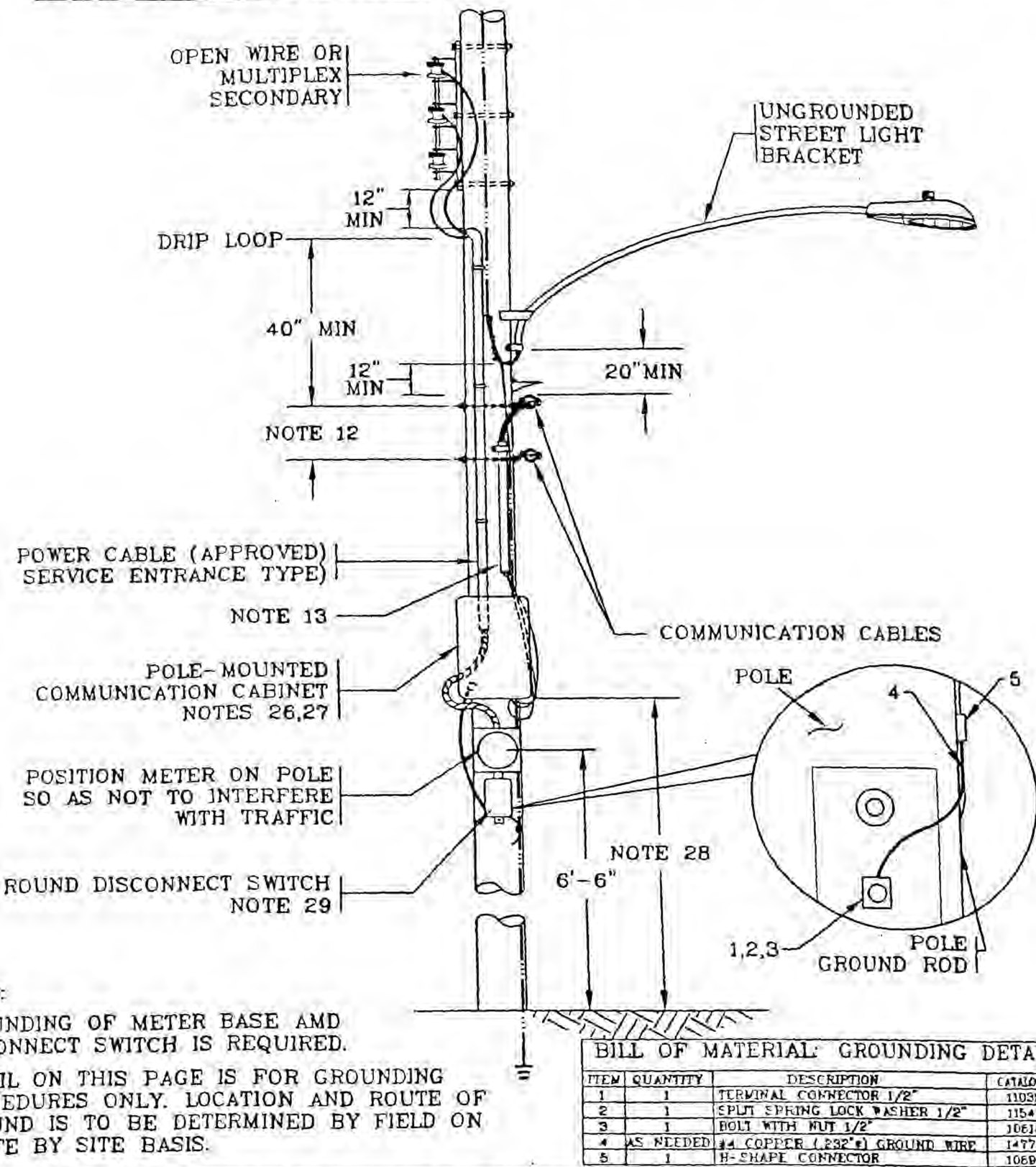
Attachment of Communication Cable Facilities on PPL Poles

SHEET 12

-140

T 12

CHMENT OF CABINET AND SERVICE



DISTRIBUTION CONSTRUCTION SPECIFICATIONS

PPL ELECTRIC UTILITIES
CORPORATION

Date: 7/30/02 Drafter: JCB

Sponsor: *Am*Approved: *D.E. Fitch*
Supv. T&D Standards

OVERHEAD DISTRIBUTION GENERAL NOTES

/s/D M

Utility Reference Specifications

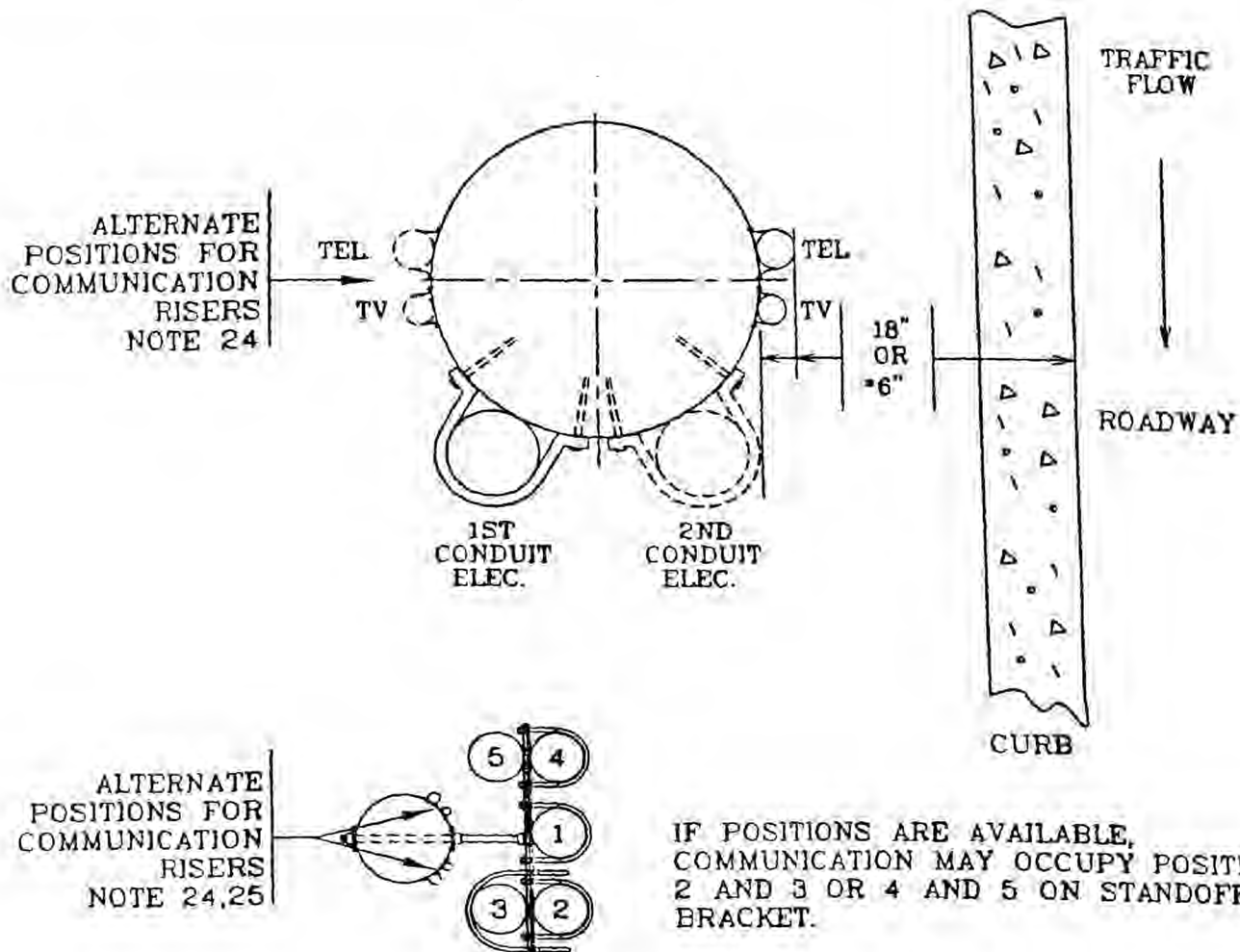
6-01-140

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13

Attachment of Communication Cable Facilities on PPL Poles

SHEET 13

ATTACHMENT OF COMMUNICATION CABLE RISERS

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.

DISTRIBUTION CONSTRUCTION SPECIFICATIONS

**PPL ELECTRIC UTILITIES
CORPORATION**

Date: 7/30/02 Drafter: JCBSponsor: AmApproved: DCF

Supv. T&D/Standards

2017-C-3755 /s/D N
PRINCE LAW OFFICES, P.C.



Warren H. Prince
Karl P. Voigt IV
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Adam J. Kraut
Lance M. Malcolm
Jorge Pereira

Bechtelsville	1-610-845-3803
Allentown	1-610-770-1151
Bethlehem	1-610-814-0838
Camp Hill	1-717-731-0100
Lancaster	1-717-393-7002
Lebanon	1-717-274-9250
North Wales	1-215-412-0800
Pottstown	1-610-326-4200
Pottsville	1-570-621-8828
Reading	1-610-375-8425
Toll Free	1-888-313-0416
Fax	1-610-845-3903

May 25, 2017

Secretary Rosemary Chiavetta
Commonwealth Keystone Building
Pennsylvania Public Utility Commission
2nd Floor, Room N201
400 North Street
Harrisburg, PA 17120

RECEIVED

MAY 25 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: MAW Communications, Inc. (A-310623)
66 Pa. C.S. Sections 507 and 508 Filing of Municipal Carrier Agreement
Docket No.

CONTAINS CONFIDENTIAL INFORMATION

Dear Secretary Chiavetta ,

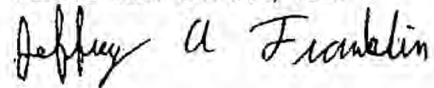
MAW Communications, Inc. (A-310623) hereby submits for filing the attached Municipal Carrier Agreement ("MCA") between MAW Communications, Inc. and The City of Lancaster dated as of December 23, 2014 pursuant to Sections 507 and 508 of the Public Utility Code, 66 Pa. C.S. Sections 507 and 508.

Because MCA - Exhibit A Network Facilities Map is Confidential and Proprietary, we are providing a public version of the MCA with confidential material redacted and a confidential version that we request be filed under seal. We ask that you maintain the confidential version of the MCA in a non-public folder.

Please contact me with any questions.

Yours truly,

Prince Law Offices, P.C.



Jeffrey A Franklin
jfranklin@princelaw.com
Extension: 84105

jaf/web
Matter no. 37247

MAW Communications Inc.

RECEIVED

MAY 25 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Municipal Carrier Agreement

Between

MAW Communications, Inc.

And

The City of Lancaster

December 2014

MAW Communications Inc.

This Municipal Carrier Agreement (the "Agreement"), as of December 23, 2014, supersedes all previous agreements between the City of Lancaster, which has a principal place of local governance at 120 North Duke St, Lancaster Pa, 17608 ("Licensee") and MAW Communications, Inc., ("Licensor") having a principal place of business at PO Box 978, Reading PA 19603.

WHEREAS, MAW is a Certified Pennsylvania Public Utility and has easements, conduit rights, pole attachment and license agreements to construct, install, operate, maintain, modify, replace or remove an optical fiber communications network ("Licensor's Network") for the provisioning of communications services, in and around Lancaster, Pennsylvania; and

WHEREAS, Licensee desires a license to use Licensor's Network; and

WHEREAS, Licensor agrees to grant such license subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

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MAY 25 2017

1. **DEFINITIONS**

As used in this Agreement:

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

1.1 Authorized Use means Licensee may only use Licensor's optical fiber telecommunications network exclusively for Telecommunications Services for the City of Lancaster. For purposes of this definition, this Authorized Use shall be limited to internal telecommunications traffic among its operating entities directly under the control of the City of Lancaster.

1.2 Fiber Optic Facilities means one or more fiber optic strands subject to this Agreement through which an associated light, signal or light communication transmission must be provided to furnish service.

1.3 Access to Licensor's Network means Licensee may, throughout the term of this Agreement, utilize Licensor's Network for the provisioning of Telecommunications Services in accordance with the Authorized Use and the terms and conditions contained herein.

1.4 Hazardous Substances include any substance the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law or any substance which is or becomes defined as "Hazardous Waste," "Hazardous Substance," pollutants, toxic substances, compounds, elements, or chemicals pursuant to the Comprehensive Environmental Response Act (42 U.S.C. § 651 et seq.), as amended, or any other federal, state or local environmental cleanup laws. Hazardous Substances also include asbestos, lead paint, Polychlorinated Biphenyls ("PCBs") and radon gas.

MAW Communications Inc.

1.5 Hazardous Discharge means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of Hazardous Substances from, in, or onto Licensor's Underground Facilities.

1.6 IRU means the Indefeasible Right of Use for Licensor's Network that is granted to Licensee pursuant to this Agreement.

1.7 Dark Fiber means individual fiber optic strands within a segment of Licensor's Network, specifically Licensor's Fiber Optic Facilities, that are provided without the appropriate optical transmission equipment and that contains no less than eight unused fiber strands, as designated by Licensor.

1.8 Route means a Dark Fiber segment of Licensor's Fiber Optic Facilities that is licensed to Licensee, per the terms and conditions contained herein. Exhibit A shall contain the list of Routes in use throughout the term of this Agreement. The list of Routes in Exhibit A may only be amended upon written approval of both Licensee and Licensor. See Exhibit C.

1.9 Datagrams shall mean: Any user data or digital information, without regard to its origin, whether the data represents information, voice, video, and or audio.

1.10 Competitor shall mean: Any Telecommunications Carrier, Any company, entity, government entity, authority, partnership, etc. that is directly or indirectly involved in the delivery, access to, and or transportation of Datagrams.

1.11 Over Lashed shall mean: Any of Licensee's existing aerial fiber facilities that are over lashed with Licensor's Fiber Optic Facilities.

1.12 Route Outage shall mean: Any of Licensee's Dark Fiber Routes that will not pass coherent photons at either 1310 nm or 1550 nm from Licensee's interface end points.

1.13 Intrinsic Costs shall mean: Costs that are the responsibility of Licensor that are intrinsic to this Agreement.

2. GRANT OF LICENSE

2.1 Licensor grants to Licensee and Licensee accepts from Licensor an indefeasible right of use for Authorized Use of Licensor's Fiber Optic Facilities along specific Routes (the "IRU"), as provided in this Agreement. Licensee shall have no further right, title or other interest in Licensor's Network or in Licensor's Fiber Optic Facilities. Licensor shall have the right to grant and renew rights to any entity to use Licensor's Network or any other property of Licensor; provided, however, that during the term of this Agreement, Licensor shall have no right to grant and renew any rights to any entity with respect to Licensee's Dark Fiber Strands.

2.2 Throughout the term of this Agreement, Licensee agrees that Licensee will not be a Competitor of Licensor.

MAW Communications Inc.

2.3 Licensee has acquired pole attachments and has erected fiber optic facilities that cannot be used by Licensor. However, under certain circumstances, these facilities can be Over Lashed with Licensor's Fiber Optic Facilities. Therefore, for the term of this Agreement, both Licensor and Licensee agree that Licensor shall maintain, per the terms of this Agreement, all of Licensee's fiber optic facilities that are Over Lashed by Licensor's Fiber Optic Facilities. Licensor shall obtain approval from Licensee for all Pole Attachments that are owned or controlled by Licensee that are to be Over Lashed by Licensor.

3. WORK

3.1 Licensor shall provide, construct and install, the Fiber Optic Facilities within Licensor's Underground Facilities and or Licensor's Aerial Facilities. Licensor covenants that the Routes of the Fiber Optic Facilities in use by Licensee shall be constructed substantially and in all material respects in accordance with Telecommunications industry standards.

3.2 When Licensor gives notice to Licensee that the Fiber Optic Facilities along the Route specified are complete, Licensee shall provide Licensor with notice accepting or rejecting by specifying the defect or failure that is the basis for such rejection of Licensee's Fiber Optic Facilities. If Licensee notifies Licensor of the rejection of a Route segment, Licensor shall promptly take all steps to repair or replace the relevant facilities, and the notification and acceptance process shall be repeated until successful. If Licensee fails to notify Licensor of its acceptance or rejection of the Licensee's Fiber Optic Facilities within fifteen (15) days after Licensee's receipt of notice, Licensee shall be deemed to have accepted Licensor's Fiber Optic Facilities.

4. LICENSE FEE

In exchange for the grant of the IRU hereunder, see Exhibit B. Except as contained in Exhibit B, no further consideration shall be owed by Licensee to Licensor for the grant of the IRU.

5. LICENSE TERM

5.1 The term of the IRU shall commence on the date first above set forth and shall continue for two hundred and forty (240) months, unless earlier terminated as set forth in this Agreement. Additionally, Licensee may extend the term beyond the initial term for four (4), two hundred and forty (240) month increments.

5.2 This Agreement may be terminated (a) at any time by mutual written consent of the parties, (b) by the non-defaulting party upon an uncured event of default in accordance with Section 15.

MAW Communications Inc.

5.3 Upon termination of this Agreement prior to the scheduled expiration of the term, Licensee shall cease use of Licensor's Fiber Optic Facilities within sixty (60) days of the termination date.

5.4 The provisions of Sections 2.2, 9, 12, and 16 shall survive termination or expiration of this Agreement in perpetuity.

5.5 Upon termination of this Agreement, any and all Instances as defined in Exhibit C and their associated Routes are null and void.

6. OPERATION AND MAINTENANCE AND EXPANSION

6.1 Licensor and or its assigns shall be solely responsible to provide maintenance of Licensee's Fiber Optic Facilities. See Exhibit B Intrinsic Costs associated with maintaining Licensee's Fiber Optic Facilities. Licensee shall cooperate with and assist, as may be reasonably required, by Licensor in performing said maintenance. In the event of service outages or other maintenance request, Licensor agrees to use best efforts to respond within two (2) hours of time of notice.

6.2 See Exhibit C for Construction, Operation and Expansion.

6.3 Should Licensee perform, authorize, or contract any work on Licensee's Fiber Optic Facilities or within the Licensor's Network not in accordance with the provisions of this Agreement (specifically, without limit, article 6.1 stating Licensor must do the work), Licensor may at its option correct said condition. Licensor shall notify Licensee in writing prior to performing such work whenever practicable. However, when such conditions pose an immediate threat to the physical integrity of Licensor's facilities, Licensor may perform such work and take such action that it deems necessary without first giving notice to Licensee. As soon as practicable thereafter, Licensor shall advise Licensee of the work performed and the action taken and shall endeavor to arrange for re-accommodation of Licensee's Fiber Optic Facilities so affected. Licensee shall promptly reimburse Licensor for all costs per Exhibit B Intrinsic Costs, incurred by Licensor for all such work, action and re-accommodation performed by Licensor.

6.4 Licensor shall be responsible for obtaining and maintaining from the appropriate public or private authority any pole attachment agreements, franchises, licenses, state, local or right-of-way permits or other authorizations required to enter upon the property where Licensor's Network is located and to operate and maintain Licensee's Fiber Optic Facilities in Licensor's Network. Licensee will not engage in any activity that affects Licensor's right-of-way interests without the written permission of Licensor which permission shall not be unreasonably withheld. Licensee is responsible for any and all costs per Exhibit B Intrinsic Costs associated with Licensee's Fiber Optic Facilities.

6.5 Licensee must obtain prior written authorization from Licensor approving any work and the party performing such work before Licensee shall perform any work in or around Licensor's Network.

MAW Communications Inc.

6.6 In the event Licensee receives information that the Fiber Optic Facilities are damaged, it shall notify Licensor as promptly as practicable.

6.7 Licensor shall designate the particular Route of Dark Fiber that will constitute Licensee's Fiber Optic Facilities and the location and manner in which they will enter and exit Licensor's Network. Licensee shall have the right to access Licensee's Fiber Optic Facilities at the end point of each Route segment at a mutually acceptable demarcation point which shall be evidenced by customary documentation signed by both parties.

6.8 Any existing or future Pole Attachments and or new or existing aerial facilities owned by Licensee shall be available for Licensor to utilize by attaching to or by Over Lashing Licensee's aerial facilities. All of Licensee's Pole Attachments and or facilities that are utilized by Licensor shall be maintained by Licensor and governed by the terms of this Agreement. Licensor shall obtain written approval from Licensee for all Pole Attachments that are owned or controlled by Licensee that are to be Over Lashed by Licensor.

6.9 If Licensor moves, replaces or changes the location, alignment or grade of Licensor's Network ("Relocation"), Licensor shall concurrently relocate Licensee's Fiber Optic Facilities. If the Relocation is because of an event of Force Majeure or of the action of any governmental authority, including any taking by right of eminent domain, Licensee shall reimburse Licensor per Exhibit B Intrinsic Costs of the Relocation of Licensor's Network. To the extent Licensor receives reimbursement from a third party that is allocable to Relocation of Licensor's Network it will credit or reimburse Licensee for its proportionate share of the reimbursement. Licensor and Licensee shall cooperatively ensure any required relocations of MAW's Network shall be coordinated to ensure minimal impact to Licensor's and Licensee's Fiber Optic Facilities.

7. OWNERSHIP

Licensee's Fiber Optic Facilities shall at all times remain the sole and exclusive property of Licensor and legal title shall be held by Licensor. Neither the provision or the use of Licensee's Fiber Optic Facilities by Licensor to Licensee hereunder, nor the payments by Licensee contemplated hereby, shall create or vest in Licensee any easement, interest, or any other ownership or property right of any nature in Licensor's Fiber Optic Facilities and or Licensor's Network.

8. EMINENT DOMAIN

Licensee and or its assigns agrees throughout the term of this Agreement, Licensee will not attempt to take Licensor in whole or in any part whatsoever, through eminent domain via any directly or indirectly controlled entity or any entity that may be influenced by Licensee.

MAW Communications Inc.

9. INDEMNIFICATION

9.1 Licensee will indemnify, defend, and hold harmless Licensor and its agents, officers, members, and employees, from any and all losses, damages, incidental or consequential damages, costs, expenses (including reasonable attorney's fees), statutory fines or penalties, actions or claims for personal injury (including death) or damage to property, in any way arising from Licensor's activities undertaken pursuant to this Agreement including, without limitation; the use of Licensee's Fiber Optic Facilities, the installation, construction, operation or maintenance of Licensee's Fiber Optic Facilities, except to the extent caused by the negligence or willful misconduct on the part of Licensor or Licensor's agents, officers or employees.

9.2 Without limiting the foregoing, Licensee assumes all risk for, and agrees to relieve Licensor of any and all liability for loss or damage (and the consequences of loss or damage) to any property of Licensee whether caused by fire, extended coverage perils, or other casualty, except to the extent caused by the negligence or willful misconduct on the part of Licensor's agents, officers or employees.

9.3 Licensor will indemnify, defend, and hold harmless Licensee and its agents, officers, members, and employees, from any and all losses, damages, incidental or consequential damages, costs, expenses (including reasonable attorney's fees), statutory fines or penalties, actions or claims for personal injury (including death) or damage to property, in any way arising from Licensee's activities undertaken pursuant to this Agreement including, without limitation; the use of Licensee's Fiber Optic Facilities, the installation, construction, operation or maintenance of Licensee's Fiber Optic Facilities, except to the extent caused by the negligence or willful misconduct on the part of Licensee or Licensee's agents, officers or employees.

9.4 Without limiting the foregoing, Licensor assumes all risk for, and agrees to relieve Licensee of any and all liability for loss or damage (and the consequences of loss or damage) to any property of Licensor whether caused by fire, extended coverage perils, or other casualty, except to the extent caused by the negligence or willful misconduct on the part of Licensee's agents, officers or employees.

10. INSURANCE

10.1 Throughout the term of this Agreement, each party shall maintain and provide at no expense to the other party reasonably sufficient insurance coverage to protect the other party and its affiliates and employees from liability claims, judgments and demands ("Claims") as provided in this Section. Except as provided in this section, either party may satisfy such requirement to maintain and provide insurance coverage: with respect to Claims by a particular person or entity (or class of persons or entities) by requiring such person or entity (or all members of such class of persons or entities) to release and indemnify the other party and its affiliates and employees from and against such Claims;

10.2 Mandatory Insurance. Notwithstanding the provisions of Section 10.1, but in addition to the requirements thereof, throughout the term of this Agreement: The

MAW Communications Inc.

maintenance of such insurance shall not be an admission that such coverage is necessary, appropriate or required by any of the covenants or provisions of indemnification contained in this Agreement. Each party shall, at no expense to the other party, obtain or cause to be obtained and shall maintain or cause to be maintained in full force and effect, the following insurance policies and coverage with insurers maintaining coverage provisions sufficient to satisfy the requirements set forth below.

a) Workers' Compensation coverage of at least the minimum amount required by statute unless approved as a fully qualified self-insured by the Commonwealth of Pennsylvania;

b) Employer's liability coverage in the minimum amount of Five Hundred Thousand and no/100th Dollars (\$500,000) for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee, and (iii) \$500,000 aggregate liability for disease;

c) Commercial General Liability coverage written on an occurrence or claims first made basis for bodily injury and property damage in the minimum amount of One Million and no/100th Dollars (\$1,000,000) combined single limit, including, without limitation, coverage for Premises and Operations Liability, Personal Injury Liability, Products and Completed Operations Liability, Blanket Contractual Liability, Broad Form Property Damage; and

d) Comprehensive Vehicle Liability coverage for personal injury (including bodily injury and death) and property damage in the minimum amount of One Million and no/100th Dollars (\$1,000,000) combined single limit, including, without limitation, coverage for all licensed or unlicensed vehicles and/or automotive equipment owned, leased or rented.

The insurance required above may be satisfied by purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

The parties shall furnish proof of all such insurance coverage in the form of insurance certificates reasonably acceptable to the other party. Such certificates shall provide for written notice to the appropriate party not less than thirty (30) days prior to the expiration, cancellation or non-renewal of each such policy. A certificate for any coverage written on a claims-made form shall specify any applicable retroactive date and/or any exposure, location, or other cause or claim specifically excluded. All certificates and insurance notices shall be furnished to the parties at the addresses provided in Section 20.

11. COMPLIANCE WITH LAWS

Notwithstanding anything to the contrary in this Agreement, each party shall ensure that any and all activities it performs pursuant to this Agreement shall comply with all applicable laws. Without limiting the generality of the foregoing, each party shall comply with all applicable provisions of i) workmen's compensation laws, ii) unemployment compensation laws, iii) the Federal Social Security Law, iv) the Fair Labor Standards Act,

MAW Communications Inc.

and v) all laws, regulations, rules, guidelines, policies, orders, permits, and approvals of any governmental authority relating to environmental matters and/or occupational safety.

12. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY

12.1 EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTIES REGARDING THE SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12.2 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST REVENUES OR LOST PROFITS ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY ACTIVITIES PURSUANT TO THIS AGREEMENT, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE.

13. LICENSOR SALES OR DISPOSITIONS

Nothing in this Agreement shall prevent or be construed to prevent Licensor from selling or otherwise disposing of any portion of Licensor's Network or other property of Licensor used for Licensee's Fiber Optic Facilities, provided, however, that in the event of a sale or other disposition, Licensor shall condition such sale or other disposition subject to the rights of Licensee under this Agreement. Licensor shall promptly notify Licensee of the proposed disposition of Licensor's Network or other property used by Licensee and shall require Licensee's approval of such disposition. Licensee's approval shall not be unreasonably withheld and shall occur with fifteen (15) days of notice from Licensor.

14. LIENS

Each party shall keep Licensor's Network and other property of Licensor free from all mechanic's, artisan's, architect's, or similar services' liens which arise in any way from or as a result of its activities and cause any such liens which may arise to be discharged or released.

15. DEFAULT PROVISIONS AND REMEDIES

Each of the following shall be deemed an Event of Default under this Agreement:

15.1 Failure of Licensee to pay any sum required to be paid under the terms of this Agreement and such default continues for a period of thirty (30) days after written

MAW Communications Inc.

notice thereof to Licensee; Upon such Default, all amounts due and owing Licensor per the remaining term of this Agreement shall become immediately due and owing.

15.2 Failure by either party to perform or observe any other term, covenant, agreement or condition of this Agreement on the part of the defaulting party to be performed and such default continues for a period of thirty (30) days after written notice thereof from the defaulted party (provided that if such default cannot be cured within such thirty (30) day period, this period will be extended if the defaulting party commences to cure such default within such thirty (30) day period and proceeds diligently thereafter to effect such cure.

15.3 Either party's bankruptcy

15.4 If Licensee knowingly uses Licensee's Fiber Optic Facilities in violation of the Authorized Use, or any law, and such violation does not cease within ten (10) days after notice.

15.5 If Licensee occupies any portion of Licensor's Network without having first been issued a license therefore.

15.6 Upon the occurrence of an Event of Default by Licensee, Licensor, without further notice to Licensee in any instance (except where expressly provided for below or by applicable law) may do any one or more of the following:

15.6.1 Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this Agreement which Licensee has failed to perform and of which Licensor shall have given Licensee notice, the cost of which performance by Licensor shall be payable by Licensee to Licensor upon demand;

15.6.2 Elect to terminate this and/or all agreements between Licensee and Licensor by giving notice of such election to Licensee;

15.6.3 Exercise any other legal or equitable right to remedy which it may have. Any and all costs and expenses incurred by Licensor (including, without limitation, reasonable attorneys' fees) in enforcing any of its rights or remedies under this Agreement shall be repaid to Licensor by Licensee upon demand.

15.7 All rights and remedies of Licensor set forth in this Agreement shall be cumulative, and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

15.8 Any material noncompliance by Licensee with the terms of this Agreement.

15.9 Any material breach by either party of a representation or warranty under this Agreement.

MAW Communications Inc.

[Comment - the prior redlined draft contained a comment pertaining to what had been listed as 5.11 re: defined Routes. The City in turn had a comment proposing text regarding the City's right to terminate the Agreement is MAW doesn't construct the Route(s) within 3 months. As the text from the prior Section 5.11 was deleted, please advise as to the response to the proposed language as merely deleting the text isn't clear to the person proposing the language set forth in the comment.]

16. DISPUTE RESOLUTION

The parties will make good faith efforts to resolve any disputes, controversies or claims arising out of or relating to this Agreement or any breach or any alleged breach hereof. If a dispute arises out of or relates to this Agreement or its breach and the dispute cannot be settled through negotiation, the parties agree to submit the dispute to a sole mediator selected by the parties, or, at any time at the option of a party, to mediation by the American Arbitration Association ("AAA"). If not resolved within thirty (30) days after submission to mediation, either party may by notice to the other cause the dispute to be referred to a sole arbitrator selected by the parties or in the absence of such selection, to AAA arbitration which shall be governed by the United States Arbitration Act and the Commercial Rules of the AAA, and judgment on the award may be entered in any court having jurisdiction. The arbitration shall determine issues of arbitrability, but may not limit, expand or otherwise modify the terms of this Agreement. The parties, their representatives and other participants and the mediator and arbitrator shall hold the existence, content and results of mediation and arbitration in confidence. Each party will bear its own attorneys' fees associated with the mediation and arbitration and will pay all other costs and expenses of the mediation and arbitration as the rules of the AAA provide.

17. FORCE MAJEURE

If during the performance of this Agreement, or any obligation thereunder, Licensor's Services or Fiber Optic Facilities are interfered with by reason of any circumstances beyond the control of Licensor, including without limitation, fire; lightning; explosion or other casualty; power failure; acts of God; war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body of any representative of any such government; or labor unrest including without limitation, strikes, slowdowns, picketing or boycotts; then Licensor shall be excused from such performance on a day-to-day basis while such interference occurs.

18. TAXES AND OTHER CHARGES

If it is determined by any state or local governmental authority that the acquisition, license, grant, transfer or disposition of any part or portion of the property or rights herein described to or by Licensee, requires payment of any tax or fee (including sales or use tax) under statute, regulation or rule (but excluding any tax on or calculated with respect to the net income or capital of Licensor), Licensee shall pay the same, plus

MAW Communications Inc.

penalty or interest thereon, directly to the taxing authority but only to the extent otherwise required by law.

19. SUCCESSION, ASSIGNABILITY

19.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors or assigns.

19.2 Licensee shall not assign, transfer, or dispose this Agreement or any of its rights or obligations hereunder without prior written consent of Licensor, which shall not be unreasonably withheld. An assignment, transfer or disposition of this Agreement by Licensee shall not relieve Licensee of any of its obligations under this Agreement.

19.3 Subject to Section 13 hereof, Licensor shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part, to any party. Assignment by Licensor shall be approved in writing by Licensee. Licensee's approval shall not be unreasonably withheld and shall occur with fifteen (15) days of notice of assignment from Licensor.

19.4 Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

20. NOTICES

Any demand, notice or other communication to be given to a party in connection with this Agreement shall be given in writing and shall be given by personal delivery by registered or certified mail, return receipt requested, by telecopy or commercial overnight delivery service addressed to the recipient as set forth as follows or to such other address, individual or telecopy number as may be designated by notice given by the party to the other:

Licensor:

MAW Communications, Inc.
PO Box 978
Reading, PA 19603
Attention: Frank Wiczowski
Telephone: 610-781-6279

LICENSEE:

City of Lancaster
120 North Duke St.
Lancaster, PA 17608

MAW Communications Inc.

Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered or certified mail return receipt requested on the date of receipt thereof and, if given by telecopy, the day of transmittal thereof if given during the normal business hours of the recipient and on the next business day if not given during normal business hours.

21. NON-WAIVER

No course of dealing, course of performance or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any term, right or condition.

22. CHOICE OF LAW

The construction, interpretation and performance of this Agreement shall be governed by the law of the Commonwealth of Pennsylvania without regard to its conflicts of law's provisions.

23. HEADINGS

All headings contained in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement or any clause.

24. REQUIRED RIGHTS

Licensor covenants that it will have obtained by the time the Licensee's Fiber Optic Facilities are made available to Licensee and will use its best efforts to cause to remain in effect during the term of this Agreement, all easements, leases, licenses, fee interests, rights of-way, permits, authorizations and other rights necessary and requisite to enable Licensor to grant the IRU to Licensee ("Required Rights"). Licensee agrees to pay all costs per Exhibit B Intrinsic Costs associated with the Required Rights. Subject to the foregoing obligations of Licensor, Licensee is accepting the License on an "AS IS, WHERE IS" basis and receiving its interests in Licensor's Fiber Optic Facilities only to the extent such interests are held by Licensor.

Licensee covenants that it will have obtained by the time the Licensee's Pole Attachments and or existing aerial facilities are made available to Licensor and will use its best efforts to cause to remain in effect during the term of this Agreement, all easements, leases, licenses, fee interests, rights of-way, permits, authorizations and other rights necessary and requisite to enable Licensor to grant the IRU to Licensee ("Required Rights"). Licensee agrees to pay all costs associated with the Required Rights. Subject to the foregoing obligations of Licensee, Licensor is accepting the License on an "AS IS, WHERE IS" basis and receiving its interests in Licensee's Pole Attachments and or existing facilities only to the extent such interests are held by Licensee.

MAW Communications Inc.

25. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that: (i) it has full right and authority to enter into, execute, deliver and perform its obligations under this Agreement; (ii) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and (iii) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court, or body.

26. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement and its associated Exhibits A through C supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified or amended except by express written approval by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives

City of Lancaster

MAW Communications Inc.

By: 

By: 

Name: J. Richard Gray

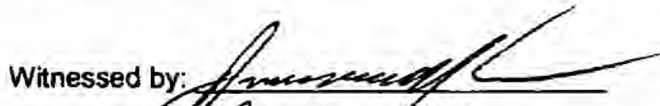
Name: Frank T Wiczowski

Title: Mayor

Title: President

Date: 12/23/14

Date: 12/17/14

Witnessed by: 

Name: Berry N. Henderson

Title: Solicitor

MAW Communications and the City of Lancaster

Municipal Carrier Agreement

Exhibit A

Network Facilities Map

Confidential and Proprietary

MAW Communications and the City of Lancaster

Municipal Carrier Agreement

Exhibit B

All costs to Licensee associated with and or created by this Agreement are determined by the costs of the Routes. Routes are established either through an Acceptable Use of this Agreement by Licensee or via an Instance as defined in Exhibit C. Consequently, if there are no Routes detailed in Exhibit A then the costs to Licensee due to this Agreement are zero.

Intrinsic costs shall be billed at cost plus thirteen percent.

Throughout the term of this Agreement, exclusive of any fees paid to Licensor by Licensee and exclusive of any Instances, Licensor shall pay to Licensee, a fee equal to thirteen (13) percent of revenues reported by Licensor, as a result of operations within the confines of the city of Lancaster. Fees shall be thirteen (13) percent of the Gross revenues and shall be paid to Licensee, on a quarterly or annual basis at the discretion of Licensor. Licensee is responsible for any regulatory fees and or taxes owed by Licensor for fees paid to Licensee by Licensor.

As Routes are added to this Agreement, through the Firm Order Confirmation process detailed in Exhibit C, the installation and maintenance costs for each Route will be detailed in this Exhibit B. The cost for a specific Route is not dependent upon nor is it determined by any other Route or its associated costs. Specifically, each Route and its associated maintenance and installation costs are completely independent of any other Route and its associated costs.

Recurring Payments due Licensor by Licensee shall be due and payable either monthly or quarterly in advance. Licensee agrees to pay Licensor's Invoices either monthly or quarterly as determined by Licensor, within fifteen (15) days of receipt of Licensor's Invoice. Licensee agrees to pay a carry charge of the maximum allowed by law for any payments which are due and owing over thirty (30) days.

Licensee agrees to pay all regulatory fees, taxes and or surcharges that may be due and owing for the services provided for under this Agreement.

All costs detailed in this Exhibit B will be adjusted yearly, based on the Consumer Price Index (CPI) calculated over the previous twelve (12) months. The next twelve (12) months fees will be adjusted up or down accordingly.

All hourly fee costs detailed herein remain fixed over a twenty four (24) month period and may change bi-annually due to changes in costs for fuel, insurance, regulatory cost, etc.

The costs for Routes are detailed below:

Telecommunications Network Construction costs are fixed at cost plus thirteen (13) percent.

Telecommunications Fiber Splicing Services per hour: \$350.00

Telecommunications Design & Implementation Services per hour discounted 35% equals : \$123.50

Telecommunications Network Maintenance costs are fixed at cost plus thirteen (13) percent.

MAW Communications and the City of Lancaster
Municipal Carrier Agreement
Exhibit C

Construction

Throughout the term of this Agreement, Licensor will construct and maintain the Routes as detailed in Exhibit A and shall allocate and reserve fifty percent (50%) of the fiber optic strands for Licensee's Authorized Use. If, throughout the term of this Agreement, Licensor augments Licensor's Fiber Optic Facilities, within the confines of the City of Lancaster, Licensor shall allocate and reserve fifty percent (50%) of the fiber optic strands to a limit of twenty four (24) strands for Licensee's Authorized Use.

Throughout the term of this Agreement, Licensee agrees all Routes constructed and maintained by Licensor, including all additional Routes added via the FOC process detailed herein, shall include cost for up to ninety six (96) strands of fiber of which fifty percent (50%) shall be allocated for Licensee's Authorized Use. If, in the sole discretion of Licensor, the network is augmented with more or less than ninety six (96) strands, Licensor shall allocate fifty percent (50%) of the fiber optic strands for Licensee's Authorized Use.

Operation

Throughout the term of this Agreement, Licensor shall provide all specifications, engineering, project management, installation and maintenance, including all electronic equipment attached to Licensor's network, for all of the Routes detailed in Exhibit A. Costs for Licensor's services are detailed in Exhibit B.

Licensee shall provide Licensor or Licensor will submit for Licensee's approval the appropriate specifications for any electronic equipment attached to Licensor's network for Licensee's Authorized Use.

Except as detailed in this Agreement, any costs associated with the operation and maintenance of Licensee's Routes and or Licensor's network not detailed in this Agreement shall be approved by Licensee prior to Licensor incurring the expense.

Throughout the term of this Agreement, unless Licensee notifies Licensor otherwise, Route Outages shall be considered emergencies. Consequently, Licensor's restoration efforts shall be ongoing twenty four (24) hours per day, seven (7) days per week until restoration has been accomplished. Licensee shall report Route Outages by calling

Licensor's Emergency Number. Until notified in writing by Licensor, the number shall be: 1.877.Need.MAW. Licensor shall respond to Route Outages within three (3) hours of receipt of the call. If Licensor does not respond and begin restoration efforts, per the terms of this Agreement, within three (3) hours of receipt of Licensee's call, Licensor shall credit Licensee thirteen hundred dollars (\$1,300).

Throughout the term of this Agreement, Routes may be added or deleted and do not require an Amendment to this Agreement. A Firm Order Confirmation ("FOC"), provided to Licensee by Licensor shall be the method used to add or delete Routes to Licensee's Fiber Optic Facilities. The FOC shall be signed by Licensee and Licensor and shall serve as authorization by Licensee and Licensor to add or delete the Routes detailed in the FOC. The FOC may specify unique terms and conditions of the respective Routes. For example: The FOC may define a minimum term for the respective Routes. A revised Exhibit A will be issued upon the execution of any FOC's.

Expansion

Throughout the term of this Agreement, Licensee and Licensor may agree to work together to offer services beyond the Authorized Use of Licensor's network by Licensee which shall not require an Amendment to this Agreement and is defined as an "Instance." This Exhibit details the terms of conditions for any and all uses of Licensor's network beyond the Authorized Use of Licensor's Network by Licensee. A FOC provided to Licensee by Licensor shall serve as authorization by Licensee and Licensor and shall be the method used to add or delete Instances of service offerings and their corresponding Routes.

Throughout the term of this Agreement, Licensee agrees to exclusively utilize Licensor's Instances for any and all of Licensee's revenue sharing and or revenue generating projects that incorporate and or utilize services provided by and or offered by Licensor.

For each and every Instance of Licensee and Licensor agreeing to work together on a specific service:

- a) Any and all revenue sharing shall be based on gross revenues from the service as reported by Licensor. Since Licensor is a Pennsylvania Public Utility, Licensor is required to report any and all such revenues according to federal and state regulations.
- b) The percentage of gross revenues shared by Licensor to Licensee shall be determined by the Instance and governed by Exhibit B.
- c) Licensor shall provide all specifications, engineering, project management, installation and maintenance of all aspects of the service related to Licensor's network, including any and all electronic equipment attached to Licensor's network.

- d) Involving and or requiring Internet connectivity, Licensor shall provide all specifications, engineering, project management, installation and maintenance of all aspects of the Internet Service including Internet connectivity in of itself that is connected to Licensor's network, including any and all electronic equipment attached to Licensor's network.
- e) The term of the service offering shall be mutually agreed upon and at the least will be six (6) months and at the most to the end of the term of the Agreement.
- f) Any additional Routes required for the service will be added to Exhibit A and will be governed by the terms and conditions of this Agreement.
- g) Any and all costs associated with the Service related to Licensor's network will be governed by the terms and conditions of this Agreement, accept as mutually agreed upon by Licensee and Licensor.
- h) Each Instance shall be independent of any other Instance.

ORIGIN ID: RDGA (888) 313-0416
JEFFREY FRANKLIN, ESQ.
PRINCE LAW OFFICES
646 LENAPE ROAD

BECHTELSTVILLE, PA 19505
UNITED STATES US

SHIP DATE: 25MAY17
ACTWGT: 1.00 LB
CAD: 108902584/NET3850

BILL SENDER

TO SECRETARY ROSEMARY CHIAVETTA
PENNSYLVANIA PUBLIC UTILITY COMMISS
2ND FLOOR, ROOM N201
400 NORTH STREET
HARRISBURG PA 17120

(717) 772-7777

REF JF-37247

INV.
PO

DEPT



FedEx
Express



471111021414

FRI - 26 MAY 3:00P

STANDARD OVERNIGHT

TRK#

0201

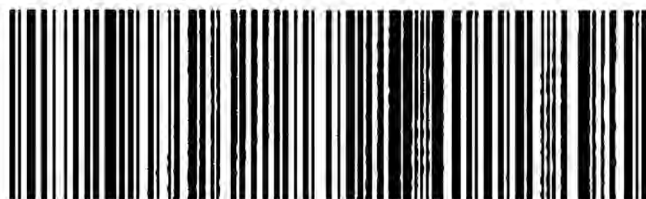
7792 2828 5863

EN MDTA

17120

PA-US

MDT



Michael J. Shafer
Counsel

PPL Services Corporation
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610-774-2599 Fax 610-774-6726
mjshafer@pplweb.com



VIA FIRST CLASS U.S. MAIL

November 3, 2017

Frank T. Wiczowski
President, MAW Communications, Inc.
PO Box 978
Reading, PA 19603

Re: Unauthorized Attachments to PPL Electric Poles

Dear Mr. Wiczowski,

I am writing on behalf of PPL Electric Utilities Corporation ("PPL") regarding unauthorized attachments that MAW Communications, Inc. ("MAW") has made to PPL's poles. It has come to PPL's attention that MAW has made recent attachments to PPL's poles of which PPL has not granted approval. I have included with this letter a list of PPL poles where MAW has made an unauthorized attachment (collectively "Unauthorized Attachments"). PPL reserves the right to amend this list if more Unauthorized Attachments are discovered. As you are aware, MAW entered into a Pole Attachment License Agreement with PPL on January 1, 2003 ("Agreement"). The Agreement details that before any attachment is made to a PPL pole MAW must first submit an application and receive approval from PPL.

It appears that on several occasions MAW has made attachments without obtaining any approval from PPL. This is particularly troubling because PPL and MAW have been in discussions for nearly two years regarding PPL's attachment process. Given MAW's familiarity with PPL's attachment process, it seems extremely unlikely that these Unauthorized Attachments were accidentally placed on PPL's poles. Rather it appears to be a concerted effort by MAW to avoid PPL's attachment policies and procedures.

The Unauthorized Attachments that PPL has discovered have been attached in violation of PPL's standards and the National Electric Safety Code ("NESC"). Specifically, in several incidents the attachments are attached too close to PPL's electric facilities and create a hazardous situation for your workers and PPL's crews. The attachments are also attached using j-hooks instead of bolt attachments in violation of PPL's standards.

PPL is demanding that the Unauthorized Attachments be removed within ninety (90) days of this letter pursuant to sections 6.7 and 22.4 of the Agreement. Given that the Unauthorized Attachments have been placed within the electric space PPL is requiring that MAW use properly trained electrical workers to perform the work. If MAW does not remove the Unauthorized Attachments PPL reserves the right to remove the Unauthorized Attachments and bill MAW for all costs incurred by PPL in doing so. PPL will also consider having the entire Agreement terminated if MAW is unwilling to voluntarily remove the Unauthorized Attachments.

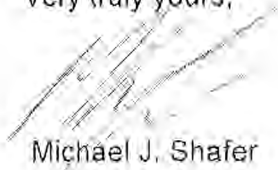
Additionally, PPL is demanding that MAW pay PPL an unauthorized attachment fee in the amount of \$1,608.00. This amount represents five times the annual attachment fee for each Unauthorized Attachment. PPL employees have been notified that MAW may be making unauthorized attachments on PPL's system. In accordance with section 6.7 of the Agreement, PPL personnel will stop MAW's work if MAW's employees and contractors are unable to provide proof of the required attachment approval when requested.

Finally, MAW's actions have created a significant concern for PPL that MAW will have difficulty meeting its financial obligations under the Agreement. It is for that reason that PPL is requiring MAW to provide a payment bond in the amount of \$50,000 in accordance with section 18.1.

PPL is extremely concerned about what appears to be the deliberate and deceitful actions of MAW in making numerous Unauthorized Attachments. These attachments have not undergone any type of engineering or safety review by PPL and potentially compromise the safety and reliability of PPL's facilities. These attachments also have not been documented by PPL in any way and create a hazard for our workers who may not be expecting to encounter MAW's attachments. Given the seriousness of MAW's conduct, PPL will pursue every remedy available to it under the law and the Agreement. I hope that you can appreciate that it is in MAW's best interest to resolve this issue as quickly as possible.

Thank you for your time, and what I anticipate to be your prompt cooperation in this matter.

Very truly yours,



Michael J. Shafer

cc via email: Ryan Yanek
Steve Gelatko
Paul Wirth
Jeffrey A. Franklin, Esquire

Enclosure
MJS/amb

MAW COMMUNICATIONS, INC. UNAUTHORIZED ATTACHMENTS

The Unauthorized Attachments begin at a legal splice case at PPL Pole 40667S26466, and ends at the LGH Behavioral Health building at 802 New Holland Avenue Suite 100 Lancaster, PA 17602.

The following PPL Poles have Unauthorized Attachments:

Point	Pole #
1	40667S26466
2	40670S26463
3	40674S26459
4	40680S26454
5	40686S26447
6	40692S26440
7	40697S26445
8	40701S26449
9	40709S26457
10	40718S26466
11	40726S26474
12	40735S26483
13	40743S26491
14	40752S26501
15	40760S26509
16	40764S26513
17	40770S26512
18	40777S26511
19	40790S26508
20	40804S26506
21	40819S26504
22	40832S26503
23	40840S26501
24	40851S26500
25	40862S26497
26	40870S26505
27	40890S26510
28	40903S26508
29	40925S26504
30	40923S26498

Poles 17,18, 22, and 24 have clearance violations.



MAW Communications Inc.
P.O. Box 978
Reading, PA 19605 www.MAW.com.com

PPL Services Corporation
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610-774-2599 Fax 610-774-6726
Attention: Michael J. Schafer, Counsel

November 7, 2017

Sent via e-mail and mail

Dear Mr. Schafer,

We are in receipt of your letter dated November 3rd, 2017. Your letter is quite concerning in that with respect to MAW and this issue: Metaphorically, PPL has apparently unilaterally gone from Inquiry, to Inquisition, to a guilty verdict, to execution, in the span of less than three business days.

It is most concerning that it appears as though PPL's unilaterally issued guilty verdict has been propagated by PPL to MAW's clients. This issue is further exacerbated by the fact that PPL's actions occurred without providing MAW any opportunity to respond to PPL's accusations and or assertions beforehand. To be clear, MAW's clients have nothing to do with this issue. PPL well knows this or should have known this and yet PPL chose to immediately approach our clients. PPL's actions appear to be intended to harm MAW and interfere with its contractual relationships with its clients by making accusations and or assertions that are formed as a matter of fact while portraying MAW's actions or inactions as being illegal, rather than a simple contractual issue between two Pennsylvania Public Utilities. In my opinion, PPL's actions are at the very least, borderline slanderous and will be dealt with accordingly.

In your letter, you have provided no real specifics other than a list of poles that might be in question. If PPL expects MAW to respond to PPL's accusations and or assertions; MAW's requires the full extent of PPL's accusations and or assertions be presented to MAW, in writing, including all of PPL's respective documentation supporting PPL's accusations and or assertions. PPL appears to intend to continue the process of making assertions without providing any substantial basis in support of its assertions. Consequently, MAW will respond, in a timely manner, to all of PPL's accusations and or assertions, if and only if, PPL provides all of the information requested herein.

Please be advised that one of MAW's ex-employees, Joseph Staboleski, is bound by a Confidentiality Agreement with MAW. Has PPL been approached by Mr. Staboleski? MAW may need to depose and serve discovery on PPL if Mr. Staboleski has provided information to PPL contrary to his Confidentiality Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank T. Wiczowski', is written over a horizontal line.

Frank T Wiczowski

CC: Jeffrey A. Franklin, Phillip M. Fraga

Michael J. Shafer
Counsel

PPL Services Corporation
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610-774-2599 Fax 610-774-6726
mishafer@pplweb.com



VIA FIRST CLASS U.S. MAIL

November 10, 2017

Frank T. Wiczowski
President, MAW Communications, Inc.
PO Box 978
Reading, PA 19603

Re: Unauthorized Attachments to PPL Electric Poles

Dear Mr. Wiczowski,

I am writing in response to your November 7, 2017, letter. With respect to your first complaint that PPL should not have contacted representatives from the City of Lancaster ("City"), I must respectfully disagree. MAW's current broadband project with the City has been widely advertised as a joint public-private partnership. Furthermore, I was approached by counsel for the City to have a joint call with Mr. Franklin to discuss the project. It is entirely reasonable for PPL to provide the City notice of the discovery of the Unauthorized Attachments given the City's intimate involvement with the project.

You also claim that PPL has not provided enough information for MAW to respond to the default notice I sent on November 3, 2017. Once again, I respectfully disagree. PPL has provided MAW a list of poles on which there exists MAW attachments which MAW has not received any approval from PPL. The very existence of MAW equipment on PPL's poles without the requisite approvals is by definition a violation of the Agreement.

PPL reiterates its demand that MAW must remove all Unauthorized Attachments within 90 days of the November 3, 2017, default notice. If the Unauthorized Attachments are not removed, PPL will remove MAW's unauthorized equipment and bill MAW for the cost of said removal. PPL is not interested in arguing with you over what are

indisputable violations of the Agreement. I anticipate that MAW will understand that its prompt cooperation in removing the Unauthorized Attachments is in MAW's best interest. Thank you.

Very truly yours,



Michael J. Shafer

cc via email: Ryan Yanek
Steve Gelatko
Paul Wirth
Jeffrey A. Franklin, Esquire

MJS/amb

Michael J. Shafer
Counsel

PPL Services Corporation
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610-774-2599 Fax 610-774-6726
mjshafer@pplweb.com



VIA FIRST CLASS U.S. MAIL AND EMAIL

November 21, 2017

Frank T. Wiczowski
President, MAW Communications, Inc.
PO Box 978
Reading, PA 19603

Re: Unauthorized Attachments to PPL Electric Poles

Dear Mr. Wiczowski,

I am writing on behalf of PPL Electric Utilities Corporation ("PPL") regarding unauthorized attachments that MAW Communications, Inc. ("MAW") has made to PPL's poles. PPL has discovered additional unauthorized attachments made by MAW since I sent my initial letter on November 3, 2017. I have included with this letter a list of PPL poles where PPL has discovered additional MAW unauthorized attachments (collectively "Unauthorized Attachments"). As you are aware, MAW entered into a Pole Attachment License Agreement with PPL on January 1, 2003 ("Agreement"), and the Unauthorized Attachments MAW has placed on PPL's poles are in violation of the Agreement.

The attached list of locations details the additional occasions MAW has made attachments without obtaining any approval from PPL. The Unauthorized Attachments that PPL has discovered have been attached in violation of PPL's standards and the National Electric Safety Code ("NESC"). Specifically, in several incidents the attachments are attached too close to PPL's electric facilities and create a hazardous situation for your workers and PPL's crews. The attachments are also attached using j-hooks instead of bolt attachments in violation of PPL's standards.

PPL is demanding that the Unauthorized Attachments be removed within ninety (90) days of this letter pursuant to sections 6.7 and 22.4 of the Agreement. Given that the Unauthorized Attachments have been placed within the electric space PPL is requiring that MAW use properly trained electrical workers to perform the work. If MAW does not remove the Unauthorized Attachments PPL reserves the right to remove the Unauthorized Attachments and bill MAW for all costs incurred by PPL in doing so. PPL will also consider

having the entire Agreement terminated if MAW is unwilling to voluntarily remove the Unauthorized Attachments.

Additionally, PPL is demanding that MAW pay PPL an unauthorized attachment fee in the amount of \$2,144.00. This amount represents five times the annual attachment fee for each Unauthorized Attachment. This fee is in addition to the fee first stated in my November 3, 2017 letter.

PPL employees have been notified that MAW may be making unauthorized attachments on PPL's system. In accordance with section 6.7 of the Agreement, PPL personnel will stop MAW's work if MAW's employees and contractors are unable to provide proof of the required attachment approval when requested. PPL is concerned that MAW has continued to make unauthorized attachments despite PPL's demand that the processes detailed in the Agreement be followed. If MAW does not stop making unauthorized attachments PPL will seek immediate judicial relief to end this practice.

Thank you for your time, and what I anticipate to be your prompt cooperation in this matter.

Very truly yours,



Michael J. Shafer

cc via email: Ryan Yanek
Steve Gelatko
Paul Wirth
Jeffrey A. Franklin, Esquire

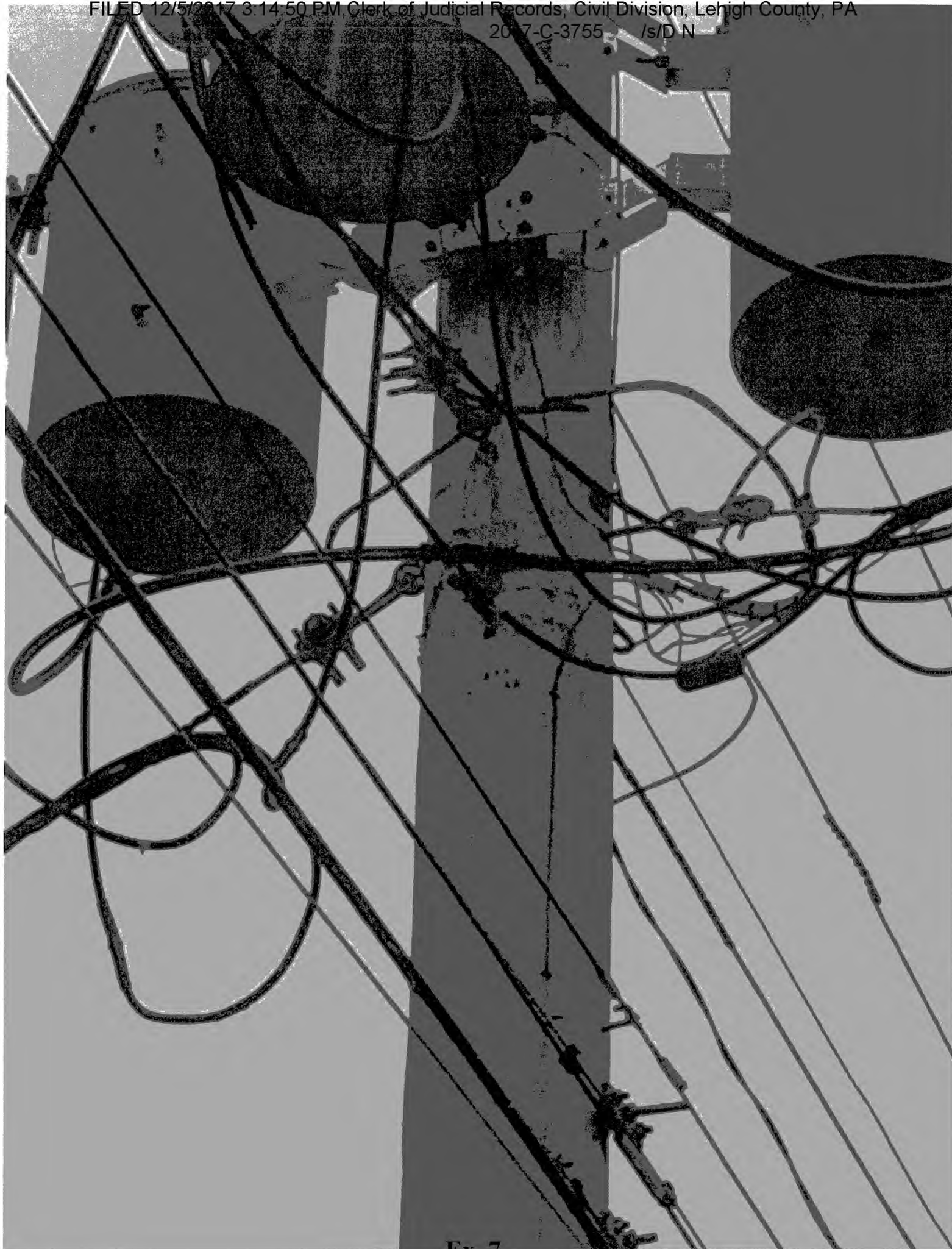
Enclosure
MJS/amb

MAW COMMUNICATIONS, INC. UNAUTHORIZED ATTACHMENTS

The Unauthorized Attachments are located at locations in and around the City of Lancaster, PA 17602.
The following PPL Poles have Unauthorized Attachments:

Point	Pole #	Comment
1	40092S26077	J Hook Dead End
2	40091S26089	J Hook and Splice Case
3	40089S26104	J Hook
4	40087S26113	J Hook / undocumented overlash / Vertical Weave
5	40085S26128	J Hook / too close to SL drip loop (<6")
6	40084S26136	J Hook
7	40083S26145	J Hook
8	40081S26157	J Hook and Splice Case
9	40080S26168	J Hook Dead End
10	40075S26111	Undocumented Overlash
11	40062S26110	Undocumented Overlash
12	40049S26108	Undocumented Attachment on 3 bolt clamp position 3
13	40036S26106	Undocumented overlash on 3 bolt clamp top position btwn SL and Xfrm (<40")
14	40026S26104	Undocumented overlash: Per Luis Rojas, MAW cable overlash to City of Lancaster Cable
15	40028S26111	J Hook below box
16	40031S26123	J Hook above top bolt
17	40033S26134	J Hook above top bolt
18	40036S26144	J Hook above top bolt
19	40039S26155	J Hook above top bolt too close to SL
20	40041S26165	J Hook above top bolt / tie in to existing splce case
21	40044S26174	J Hook
22	40035S26174	J Hook & Undocumented Overlash
23	40021S26177	J Hook in SL survey picture 12/6/2016
24	40013S26180	J Hook
25	40001S26183	J Hook
26	39999S26173	J Hook and Splice Case: Per Austin Martinez MAW employee, survey of future customers
27	39998S26169	J Hook Dead End
28	40052S26175	J Hook
29	40062S26177	J Hook
30	40071S26178	J Hook and Splice Case
31	40084S26180	Two J Hooks
32	40097S26181	Two J Hooks
33	40104S26182	Two J Hooks, one messenger one cable
34	40121S26179	Two J Hooks, one messenger one cable
35	40130S26180	J Hook
36	40137S26181	Two J Hooks
37	40150S26183	J Hook
38	40149S26195	J Hook
39	40147S26212	J Hook
40	40146S26221	J Hook and Splice Case







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6-01-140 – Utility Reference Specification – Attachment of Communication Cable Facilities on PPL Poles

Requirements for the Attachment of Communication Cable Facilities on PPL Poles

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

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Reference Notes for Drawings:

General

1. 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.
2. 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.

Attachment to metal distribution poles must be clamped or banded to the poles with stainless steel straps. The drilling of holes in a metal pole for a bolt attachment is prohibited with exception in extreme cases. All attachments to metal poles require prior approval of PPL engineering personnel.

Attachment to fiberglass poles should be treated like attachments to wood poles with the following exceptions:

- a) Attachment to fiberglass poles must be made using through bolts for the hardware.
- b) Lag screws are not permitted in fiberglass poles.
- c) DO NOT drill the attachment hole at the same height as the pre-drilled climbing holes are located.
- d) The attachment holes should have a minimum distance of 2 inches vertically from the pre-drilled holes.



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- e) DO NOT drill holes where the distance of the edge of that hole would be within 2 inches from the edge of any existing hole.
- 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. Clearance 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.

- 8. The in-span vertical clearance as specified by the NESC in Rule 235 between the lowest electrical conductor and the highest communication cable is 30 inches based on the following conditions:
 - a) The upper conductor is at final sag at 120°F or the maximum conductor operating temperature and the lower conductor is at final sag at the same ambient conditions as the upper conductor without electrical loading, or
 - b) The upper conductor is at final sag at 32°F with a 1/2 inch radial ice thickness and the lower conductor is at final sag at the same ambient conditions as the upper conductor without electrical loading and without ice.

When the bottom PPL conductor is a neutral, triplex secondary, or primary aerial cable and 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 cable is ungrounded as in the case of all dielectric-self-supporting fiber optics 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 or 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.



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10. The vertical clearance for communication cables 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):
 - f) 9.5 feet to ground over spaces accessible to pedestrians only
 - g) 15.5 feet to ground over spaces subject to truck traffic such as roads, streets, driveways, parking lots, and alleys
 - h) 18 feet to travelled way and shoulders within the right-of-way of Pennsylvania state highways
 - i) 23.5 feet to travelled way and shoulder within the right-of-way of the Pennsylvania Turnpike
 - j) 35 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).
13. 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:
 - a) one-eighth of pole circumference, or
 - b) two inchesWhichever value is greater

Cable Position

14. 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 (Telcom, 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



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company. The recommended maximum height for the initial telephone cable attachment is 21 feet if conditions permit or lower if possible.

15. All communication cables must be attached to the roadside side of the pole unless approved by PPL.
16. PPL allows a bolt extender and communication cable to attach 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 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.

17. 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.

Guying

18. 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.
19. 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.
20. 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.
21. 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 6 feet from the PPL anchor rod.
22. 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



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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.

Cabinets by Utility Companies

26. Cabinets & equipment cases 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:
 - a) Junction poles (a pole where the PPL primary line runs in four or more directions)
 - b) Poles that are 60 feet and greater in size or made of metal
 - c) Poles with transmission facilities (69 kV and 138 kV) attached
 - d) Poles with cabinets already installed by any communication company
 - e) Poles with cabinets containing controls such as fire alarm, police signal, or traffic signal
 - f) Poles with capacitor controls, regulator controls, recloser controls, air switch operating handles, or an existing electrical service entrance
 - g) Transformer poles which are not accessible to mechanized equipment
 - h) 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 cabinets and equipment cases to confirm that the pole is suitable.

27. The maximum size pole-mounted cabinet or equipment case 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



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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 equipment case or 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):
 - a) 11 feet to ground over spaces accessible to pedestrians only
 - b) 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 in Figures 6-01-140-C & 6-01-140-D of this specification).
30. Meter troughs, meter trough covers, and service conduit and hubs shall not be used for communication grounds.
31. On 4kV, 12kV, & 13kV 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 23kV 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).



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Emergency Electric Supply

35. Generators or other means for 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.

Transmission Pole Attachments

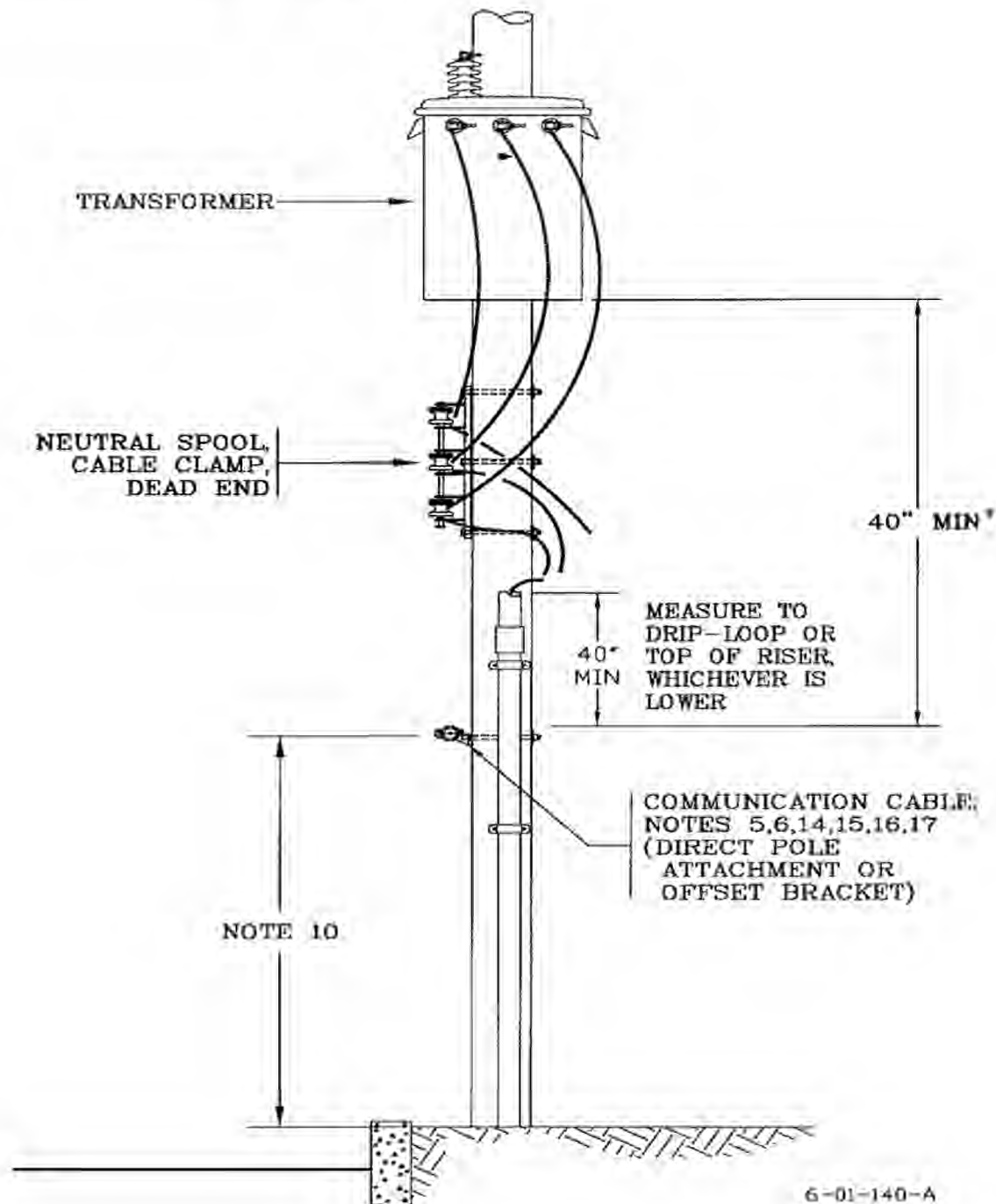
36. Attachment personnel can permit cable or guying attachments to transmission pole lines without additional follow-up if the poles are located on public R/W and already have electric distribution line facilities attached. The communication cable or guying attachments must be located below the electric distribution line facilities.
37. 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.
38. 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.
39. The attachment of communication cable facilities is not permitted on poles supporting transmission circuits operating at voltages greater than 138 kV, unless an OHGW can be replaced with an OPGW.
40. No longitudinal third party owned fiber optic cable attachments are permitted on the overhead transmission system (69 kV and above) unless it is in the communication space on an under built distribution circuit and is located within the confines of public right-of-way.
41. If there are no electric distribution line facilities attached to the transmission poles, the attachment must follow PPL's Indefeasible Right of Use (IRU) approval process.
42. 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.



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Attachment of Communication Cables



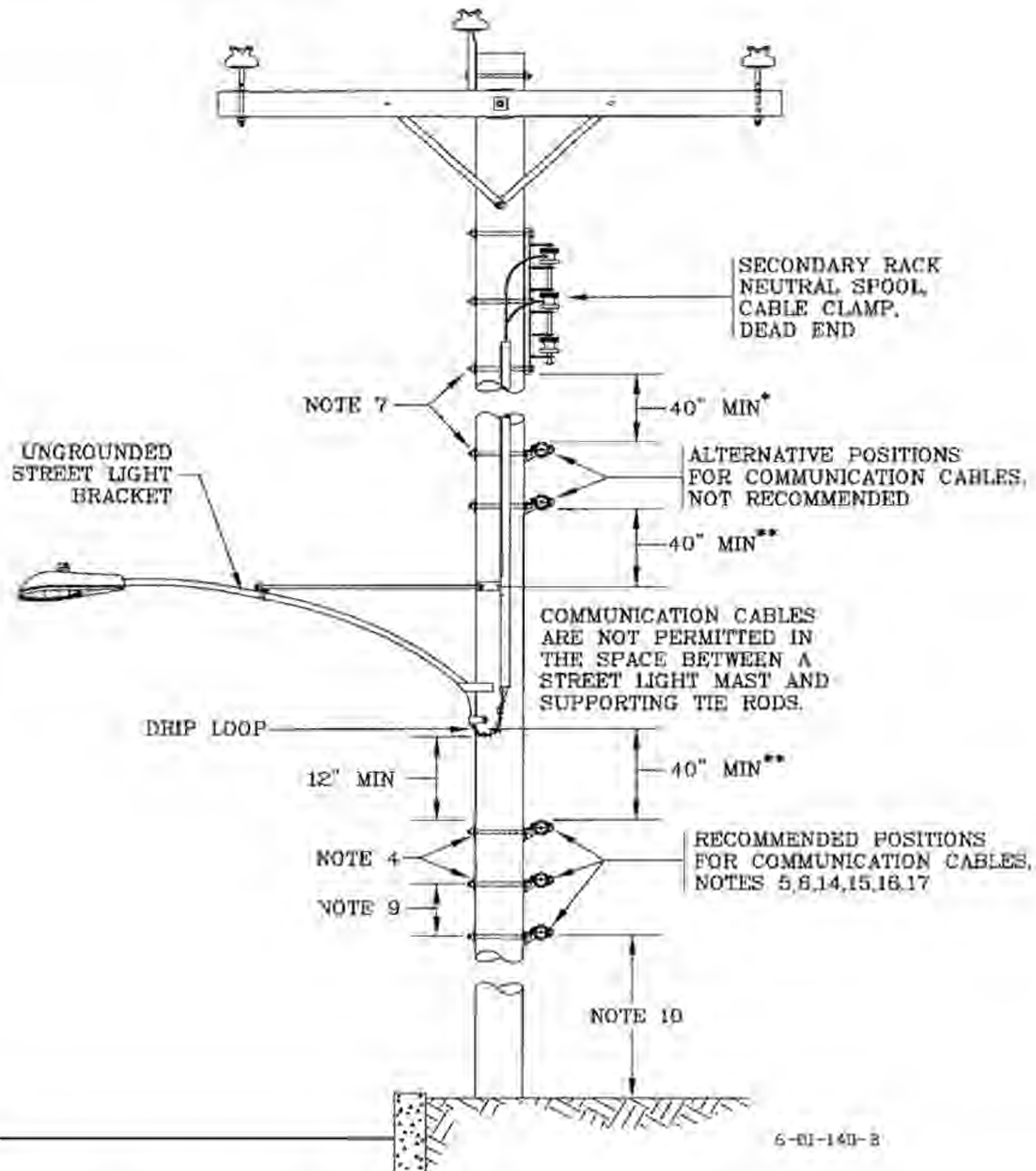
*Note: Can be reduced to 30" minimum to neutral or primary cable assembly if attaching cable company bonds to PPL EU's vertical ground wires. See Note 31.



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Attachment of Communication Cables



*Note: Can be reduced to 30" minimum to neutral or primary cable assembly if attaching cable company bonds to PPL EU's vertical ground wires. See Note 31.

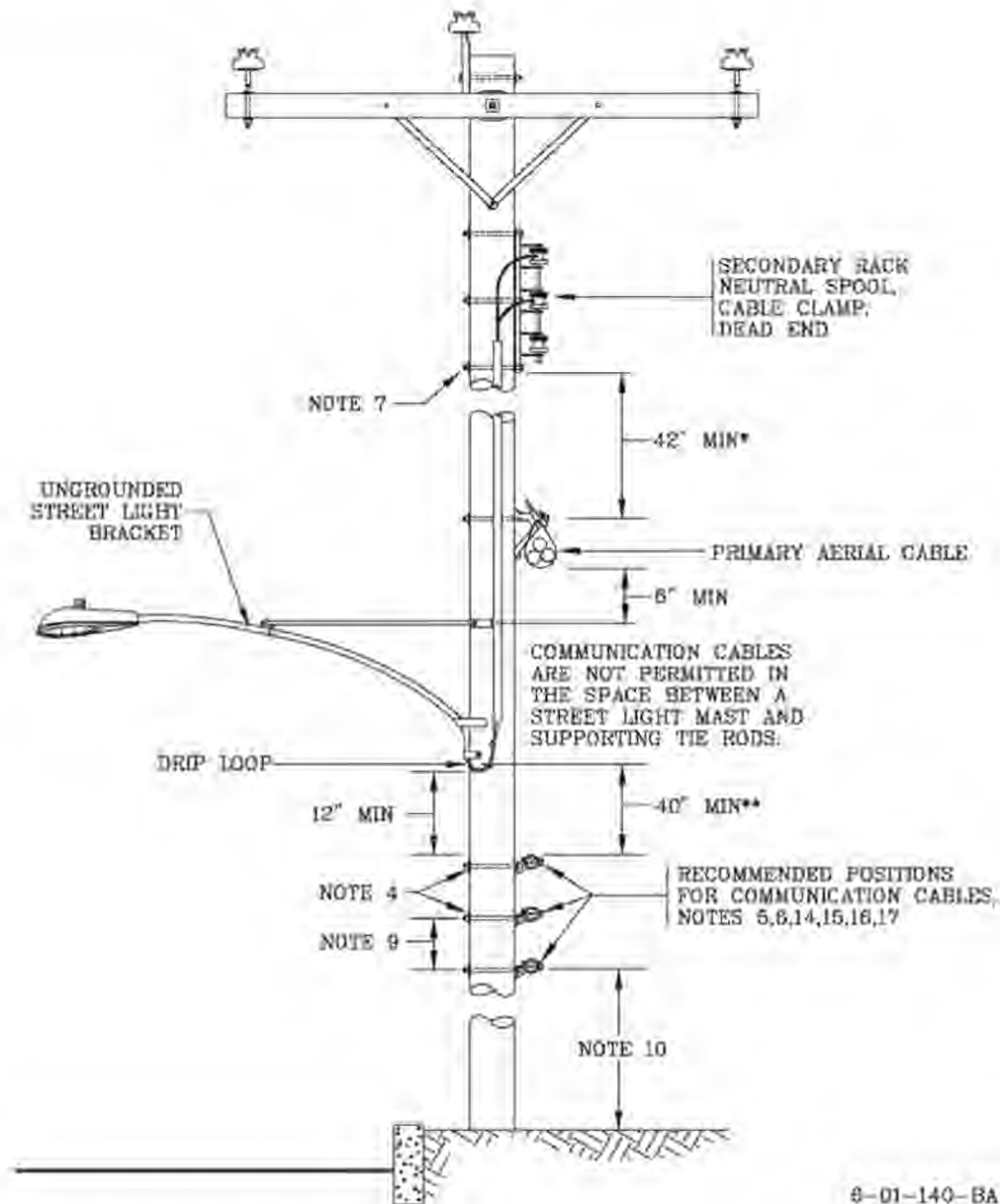
**Note: 40" minimum may be reduced to 4" if the streetlight bracket is grounded. A minimum clearance of 12" is required from bracket to drip loop. To effectively ground street light bracket, use PPL CID 1029820.



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Attachment of Communication Cables



*Note: Can be reduced to 30" for spans under 175 feet.

**Note: 40" minimum may be reduced to 4" if the streetlight bracket is grounded. A minimum clearance of 12" is required from bracket to drip loop. To effectively ground street light bracket, use PPL CID 1029820.

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The diagram illustrates the standard arrangement of cables on a utility pole. At the top, three horizontal lines represent power lines, labeled 'NEUTRAL' and two 'SECONDARY' lines. Below these, a 'DRIP LOOP' is shown for 'POWER CABLES (APPROVED SERVICE ENTRANCE)'. A 'COMMUNICATION CABLE' is shown running horizontally across the pole. A 'COMMUNICATION MESSENGER-MOUNTED CABINET' is attached to the pole. Various dimensions are specified: '12" MIN' for the distance from the top power lines to the drip loop, '40" MIN' for the distance from the drip loop to the communication cable, and '15" MIN' for the distance from the communication cable to the messenger-mounted cabinet. A 'POSITION METER ON POLE' is shown, with a note 'SO AS NOT TO INTERFERE WITH TRAFFIC'. A 'DISCONNECT SWITCH' is located near the base of the pole. The 'POLE GROUND' is indicated at the base. A 'GROUND CONNECTION' is shown, with a note 'NOTE 30,31'. A 'NOTE 10' is shown on the left side of the pole. A 'NOTE 9' is shown on the right side of the pole. A 'NOTE 31,32,33' is shown near the communication cable. A 'NOTE 11' is shown near the messenger-mounted cabinet. The diagram is labeled '6-01-140-C' in the bottom right corner.

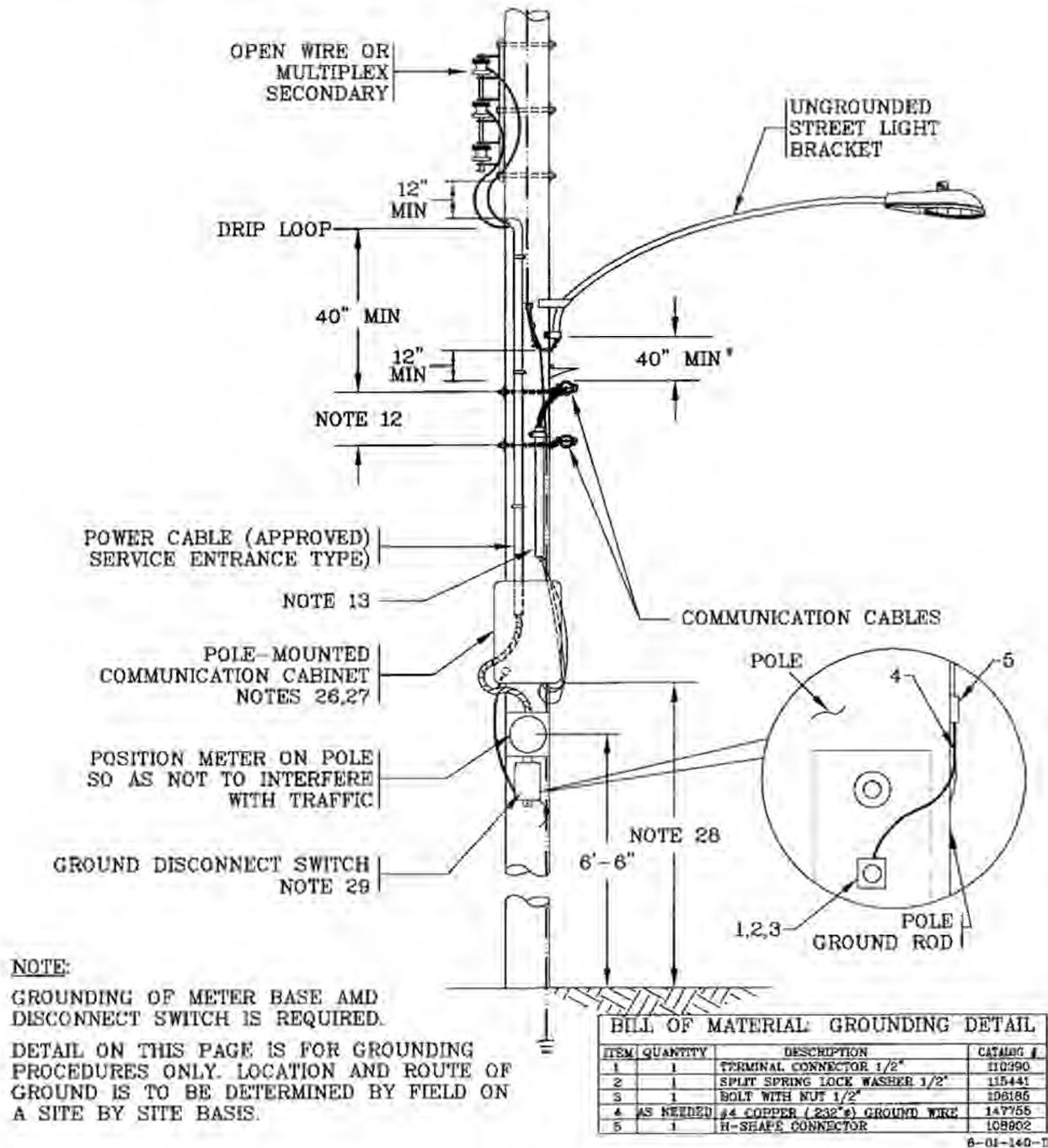
Ex. 8



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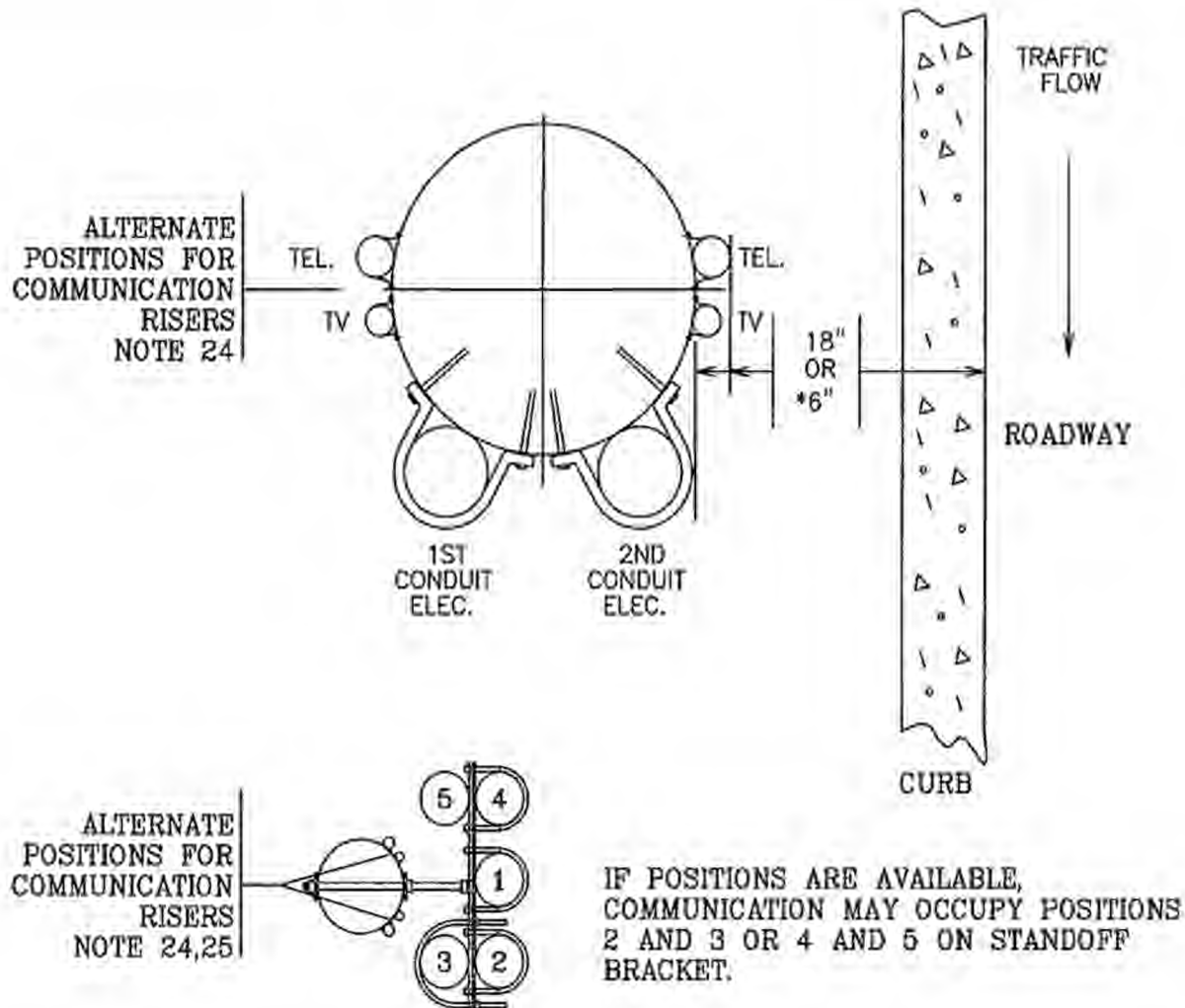
Attachment of Cabinet and Service



****Note:** 40" minimum may be reduced to 4" if the streetlight bracket is grounded. A minimum clearance of 12" is required from bracket to drip loop. To effectively ground street light bracket, use PPL CID 1029820.

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Attachment of Communication Cable Risers



6-01-140-E

Cabinets, junction boxes, pedestals, etc. must not be attached to riser poles.

*Note: Along PA-DOT 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.