MEMORANDUM

To: Mayor and Members of the City Council

From: Richard Hicks, Interim City Manager

Date: April 8, 2022

Subj: Consideration - Approval of Pole Attachment Agreement with Charter Communications

BACKGROUND:

Former Interim City Manager Ralph Clark was working with Willoughby Consulting, LLC. to negotiate a new Pole Attachment Agreement with Spectrum Southeast, LLC., which is a subsidiary of Charter Communications. The City Council is probably more familiar with them as Charter Communications. After several meetings, consensus was reached on the attached agreement. The changes to the original agreement are marked in red. Once the agreement is approved by Council, we will clean up the agreement for the City Manager's signature.

ANALYSIS:

Under the terms of the old agreement, the cable company was paying $4.00 per pole, which generated around $24,000 per year. Under the new agreement, the estimated fee is $6.61 per pole, which would generate around $39,600 annually. This represents a 65% increase in the fees. Under the terms of this agreement, both parties agree to abide by current law when calculating the rate per pole. The City will probably see minor adjustments over the term of the agreement.

STAFF RECOMMENDATION:

By motion, authorize the City Manager to execute the Pole Attachment Agreement between Elizabeth City and Spectrum Southeast, LLC.

POLE ATTACHMENT LICENSE AGREEMENT

Between

City of Elizabeth City NC
("Owner")

and

SPECTRUM SOUTHEAST, LLC
("Licensee")

POLE ATTACHMENT LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is effective this _____ day of _____ (the "Commencement Date") by and between City of Elizabeth City NC, hereinafter called "Owner") and Spectrum Southeast, LLC, a Delaware limited liability company and subsidiary of Charter Communications (hereinafter called "Licensee").

WHEREAS, Licensee furnishes services to residents in the state of North Carolina and desires to place and maintain aerial cables, wires and associated facilities and equipment on the poles of Owner in the area to be served, and

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

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

ARTICLE 1
SCOPE OF AGREEMENT

1.1 Subject to the provisions of this Agreement, Owner agrees to issue to Licensee, for the Attachment(s) of Licensee's facilities to Owner's distribution poles for the purpose of providing any and all lawful communications services, a revocable, non-exclusive license hereinafter referred to as a "Permit" authorizing the attachment of Licensee's Facilities to Owner's poles. This Agreement governs the fees, charges, terms and conditions under which Owner issues such Permit(s) to Licensee. This Agreement is not in and of itself a license, and before making any Attachment to any utility pole other than as specified in Article 6 herein, Licensee must apply for and obtain a Permit for each Attachment it desires to make to any pole. This Agreement does not authorize Licensee attachments to any decorative or special-installation pole, transmission pole or tower bearing electric lines having a voltage rating greater than 34.5 kV.

1.2 For purposes of this Agreement, "Attachment" is defined as *each affixation of Licensee's cables, strands, wires and associated apparatus or equipment physically attached to Owner's pole above the minimum grade level by means of a through bolt. Any cable or ancillary attachment within one vertical foot of this Attachment, by means of a through bolt, "J" hook or similar means, shall be included in the same attachment charge for purposes of the Annual Attachment Fee. Any additional attachments above the minimum grade level, but not including risers, that are outside the one vertical foot space of a permitted Attachment, shall be considered, and shall be charged as, separate attachments for purposes of the Annual Attachment Fee.*

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

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

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

1.6 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Owner entering into agreements with other parties regarding the poles covered by this Agreement, subject to Owner's obligation under NCGS 62-350 to provide access to its poles at just, reasonable, and nondiscriminatory rates, terms, and conditions.

1.7 Owner may deny Licensee's request for a Permit if, on a nondiscriminatory basis, the proposed Attachment cannot be accommodated because of insufficient capacity or for reasons of safety, reliability, and generally applicable engineering principles, and those limitations cannot be remedied by rearranging, expanding, or otherwise reengineering the facilities at the reasonable and actual Cost of Owner to be reimbursed by the Licensee. Notwithstanding the foregoing, Owner shall not arbitrarily deny or condition any Permit based upon Licensee's status as a provider of cable service, broadband cable communications services or other lawful communications services.

1.8 Should Owner acquire ownership of poles through purchase or by relinquishment of ownership from another system or source and Licensee's facilities are already attached to said poles, the Owner shall notify Licensee of such acquisition to preclude said poles from questions of authorization during the next inventory. Should Licensee acquire ownership of pole attachments through a system purchase, the provisions of this contract will not take full force and effect upon those newly acquired facilities until ninety (90) days after the closing date of the sale.

ARTICLE 2
TERM OF AGREEMENT

2.1 This Agreement shall continue in force and effect for a period of five (5) years from and after the Commencement Date. The Agreement shall automatically extend on the same terms and conditions for successive one-year terms. Either party may terminate this Agreement after the initial five (5) year term by giving no less than one hundred-eighty (180) days written Notice to the other party. All days referenced herein are calendar days. The Licensee is subject to annual rental rates calculated in accordance with the FCC "cable pole attachment rate formula," codified at 47 U.S.C. § 224(d) and implemented by the Federal Communications Commission ("FCC"), as identified in Exhibit A, or any other applicable formula in effect at the time of a rate change. ~~as may be amended from time to time by the FCC, and consistent with the following orders of the North Carolina Utilities Commission: *Time Warner Cable Southeast LLC v. Carteret-Craven Elec. Membership Corp.*, Docket No. EC-55, Sub 70, Order Resolving Pole Attachment Complaint Pursuant to G.S. 62-350 (Jan. 8, 2018); *Time Warner Cable Southeast LLC v. Jones-Onslow Elec. Membership Corp.*, Docket No. EC-43, Sub 88, Order Resolving Pole Attachment Complaint Pursuant to G.S. 62-350 (Jan. 8, 2018); *Time Warner Cable Southeast LLC v. Surry-Yadkin Elec. Membership Corp.*, Docket No. EC-49, Sub 55, Order Resolving Pole Attachment Complaint Pursuant to G.S. 62-350 (Jan. 8, 2018); *Union Elec. Membership Corp. v. Time Warner Cable Southeast LLC*, Docket No. EC-39, Sub 44, Order Resolving Pole Attachment Complaint Pursuant to G.S. 62-350 (Jan. 8, 2018); *Blue Ridge Electric Membership Corp. v. Charter Communications Properties, LLC*, Docket No. EC-23, Sub 50, Order Resolving Pole Attachment Complaint Pursuant to G.S. 62-~~

~~350 (Oct. 17, 2018). Upon request, Owner shall provide Licensee with the cost data, calculations, and supporting documentation to support its rental rates.Exhibit ____ A.~~

ARTICLE 3
SPECIFICATIONS

3.1 *Licensee's Attachments constructed on Owner's poles after the Commencement Date shall be placed and maintained at all times in accordance with the requirements and specifications of the National Electrical Safety Code, the National Electrical Code, the North Carolina Department of Transportation, the Occupational Safety and Health Act, the Rural Utilities Service, the Society of Cable Television Engineer's Recommended Practices for Coaxial Cable Construction and Testing and for Optical Fiber Cable Construction, and the operational standards developed by the Owner. And in all cases as such requirements, specifications, and standards may be modified, revised, supplemented or replaced from time to time, all revisions taking effect after Licensee's facilities have been installed shall be treated as applying on a prospective basis, except to the extent NESC requires that a modified, revised, supplemented or replaced rule must be applied retroactively.*

3.2 Licensee's Attachments shall comply with the operational standards (the "Rules") as set forth in Exhibit "B" attached hereto and made a part hereof by reference and in accordance with the requirements and specifications as set forth in Section 3.1 above. In the event that Owner should wish to change or adopt a rule or practice or rules and practices, Owner shall give Licensee written notice of such proposed change or adoption and, following good faith negotiations of the proposed amendments and mutual agreement of the Parties subject to Section 22 of this Agreement, the Licensee agrees to make such changes or alterations in its installation or maintenance of its facilities as may be required in order to fully comply with revisions of such change or adoption as long as the newly proposed amendments are not discriminatory as to similar service providers. Except as mutually agreed by the Parties or otherwise required by the requirements and specifications set forth in Section 3.1 above, Licensee agrees to make all required changes or alterations on a prospective basis as Licensee adds new Attachments or performs maintenance or other work on existing Attachments.

3.3 Owner may specify in the Rules procedures consistent with industry standards for Licensee to place identification tags on Licensee's facilities, on a going forward basis, to identify the property of Licensee. Licensee shall place such identification tags on all Attachments made and facilities installed after the Commencement Date. For Attachments made prior to the Commencement Date, Licensee shall place or maintain such identification tags each time Licensee accesses those Attachments.

3.4 Licensee acknowledges that other users, having similar services, have been granted and may hereafter be granted rights similar to those granted in this Agreement, and that this Agreement is not an exclusive contract for the grant of such rights to Licensee. Owner will maintain such Agreements without favor to any particular party, service, or licensees except Owner's core utility service. Licensee's use of Owner's poles shall not interfere with the rights or operations of other users. No party shall move, remove, adjust or change the attachments of others without the specific written consent of all affected users and of Owner.

ARTICLE 4
ATTACHMENT FEES

4.1 Licensee shall pay an annual fee in the amount shown in Exhibit A, attached hereto and made a part hereof by reference, for each Attachment on Owner's poles.

4.2 On or before the first day of each June of each year, Owner shall invoice Licensee for the annual Attachment Fees and other charges due Owner that have not been previously invoiced. The rental period shall cover the twelve-month period between January 1 and December 31 of the current year; and, the annual Attachment Fees shall be based upon the number of existing attachments as of December 31 of the prior year, and the annual rental rate calculated in accordance with Section 2.1~~, based on the FCC cable rate formula in effect as of December 31 of the prior year~~. Licensee shall pay any undisputed invoice within forty-five (45) days of receipt thereof. Interest shall accrue on the unpaid undisputed Attachment Fees and charges at the rate set for that period by the IRS for individual underpayments pursuant to Section 6621 of the IRS Code.

4.3 Owner and Licensee shall promptly seek to resolve any invoice or payment dispute made in good faith and with reasonable basis that might arise from time to time. Any dispute claim must be presented within one hundred eighty (180) days of the day the alleged error was found. In the event either party determines that there is an error or erroneous charge in the amount billed in any statement rendered by Owner to Licensee, the error or erroneous charge shall be adjusted within thirty (30) days of a final determination of whether an error has occurred and the parties will be made whole accordingly. Notwithstanding the above, neither party shall be liable to the other party for errors nor erroneous charges in any bill or statement originally issued more than two years prior to the day on which the error is subsequently determined to have occurred.

ARTICLE 5
PROCESS FOR PERMITTING ATTACHMENTS

5.1 The Rules as set forth in Exhibit B provide procedures for implementing the process for permitting Attachments, not including the procedures applicable to Secondary Poles that are outlined in Article 6.

5.2 To obtain a Permit, Licensee must submit Exhibit B-1 Permit Application (the "Application"). Licensee's Application shall be accompanied by Licensee's construction plans and drawings, which will, at a minimum, contain the information specified in the Rules.

5.3 *Licensee shall be responsible for the direct, verifiable costs the Owner incurs to accommodate Licensee's attachments to its poles for pre and post-construction inspections, make-ready engineering and make-ready construction, and audits of Licensee's attachments.* Within forty-five (45) days after receipt of the Application, the Owner will provide Licensee with written denial or preliminary approval of its Application, and an invoice for the estimated Make Ready Engineering Fee to cover the costs of preparing engineering plans for the Make Ready Construction Work, as well as a non-refundable Application Fee of $10 per pole new attachments to cover administrative costs of processing the application. Owner shall also provide to Licensee a schedule for completing the make-ready engineering work.

5.4 Licensee shall pay the estimated Make Ready Engineering Fee if it wishes to proceed. Within fourteen (14) days after the receipt of Licensee's payment of the Make Ready Engineering Fee, Owner will prepare and provide to Licensee engineering plans for the Make Ready Construction Work (the "Make Ready Construction Cost Estimate," which shall cover any addition to a pole, pole replacement, or rearrangement of existing facilities, or other construction work necessary solely to prepare an existing pole line or pole for use by Licensee), and a good faith estimate of the timeframe required to complete the Construction Work, using a form similar to Exhibit "B-2". *The Make Ready Construction Cost Estimate shall not include costs to correct existing violations of the safety*

standards caused by the Owner or other attachers. Only upon Licensee's approval of the Make Ready Construction Cost Estimate shall the Make-Ready Construction Work begin. Licensee will pay the total Make Ready Construction Cost Estimate. After completion of the work, Licensee will be assessed the Owner's actual costs. If the actual cost is less than the estimated cost, the excess shall be returned to the Licensee. If the actual cost exceeds the estimate cost, the additional amount shall be billed to Licensee.

5.5 After Licensee pays Owner the amount specified in the Make Ready Construction Cost Estimate, Owner shall proceed with the Make Ready Work as a part of its normal work schedule. For make ready projects consisting of ten or fewer poles, Owner shall complete Construction Work within thirty (30) days after payment for such work is received; for eleven (11) to thirty (30) or poles, Owner shall complete Construction Work within forty-five (45) days after payment for such work is received. For make ready projects consisting of more than thirty (30) poles, Owner will make all reasonable efforts to complete construction as expeditiously as possible, and the Owner and the Licensee shall immediately begin to negotiate in good faith to agree upon a reasonable time period for the Owner to complete the construction work. Owner may give consideration to a request by Licensee for an expedited construction schedule. Licensee will be responsible for additional Costs incurred by Owner if the work is expedited.

5.6 When the Make Ready Work is complete, Owner shall notify Licensee and Licensee shall then have the right to make the specified Attachments in accordance with the approved Application. Licensee shall, at its own expense, make Attachments in such manner as not to interfere with the core electric utility service of Owner or others who are attached to Owner's poles, nor shall Licensee make any changes to the attachments of others unless authorized by Owner's approval or Licensee obtaining written authority from others who have attachments.

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

5.8 *No later than 30 days after Licensee installs the last Attachment (or the last overlashing) covered by its approved application, Licensee shall send to the Owner a certification (the "Certification") by a Registered Professional Engineer in the State of North Carolina that the Attachments and overlashing are of sound engineering design and fully comply with the safety and operational requirements of Section 3.1 of this Agreement, including without limitation the National Electrical Safety Code. If Certification is not received within the 30-day period, the Owner may declare the Attachment to be unauthorized.*

ARTICLE 6
SECONDARY POLE ATTACHMENTS

6.1 *Licensee shall comply with Owner's Attachment approval application procedures for all new Attachments to Owner's poles, except for secondary poles (a/k/a lift poles or drop poles). Licensee shall notify Owner of all new secondary pole Attachments on a quarterly basis, and such Attachments shall be subject to the Annual Attachment Fee.*

ARTICLE 7

OVERLASHING

7.1 *Licensee may overlash its existing Attachments where such activity will not cause the Attachment to become noncompliant with the safety standards described above in Article 3. Licensee shall provide prior notice to Owner of all new overlashings at least 30 days in advance for projects involving overlashing to 20 or more poles, at least 15 days in advance for projects involving overlashing 6 to 19 poles and at least 48 hours in advance for projects involving overlashing 5 or fewer poles. Owner may perform a post-overlash inspection of Licensee's overlashing on poles as the Owner deems critical in its reasonable discretion, including reliance on the Owner's professional engineers as the Owner deems necessary, and Licensee shall pay for the actual cost. Licensee shall provide sufficient information regarding its overlash to allow the Owner to determine the impact of Licensee overlash on the pole loading. There shall be no additional annual Attachment Fee for overlashings of Licensee's existing facilities.*

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

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

8.2 Licensee will defend and hold harmless Owner against any claims by third parties that the necessary easements were not obtained, any third party claims for trespass, or any other third party-instituted cause of action. Should a final order be entered by a court of competent jurisdiction requiring Licensee to remove its Attachments, Licensee shall do so forthwith, and upon its failure to do so within the timeframe required by such Order, Owner may remove Licensee's facilities at Licensee's expense without incurring any obligation to Licensee for loss or damage to Licensee's facilities except to the extent of Owner's gross negligence or willful misconduct.

ARTICLE 9
MAINTENANCE AND TRANSFERS

9.1 Owner shall, at its own expense, maintain its poles in accordance with industry standards, codes, and practices set forth in Section 3.1 above, including the NESC and the Owner's Rules, and shall replace, reinforce, or repair poles as necessary to keep all poles compliant with such standards, codes and practices.

9.2 The parties further understand and agree that in the performance of work under this Agreement, Licensee and its employees, contractors, employees of contractors, or subcontractors will work near electrically energized lines, transformers, or other Owner facilities, and it is the intention that energy therein will not be interrupted during the continuance of this Agreement, except in an emergency endangering life, grave personal injury, or property. Licensee shall require that all employees, contractors, subcontractors, or employees of contractors who work on Owner's poles are properly qualified and trained in climbing and working on Owner's poles safely, and that such individuals will abide by the clearance requirements and safe work practices as required in Section 3.1 above and as outlined in the NESC, the North Carolina Department of Transportation Utility Policy Manual and OSHA regulations.

Upon demand from Owner, Licensee shall provide written documentation of such qualifications, skill, knowledge, training and experience. In addition, Licensee shall furnish its employees, contractors, employees of contractors, or subcontractors with competent supervision for their work to be performed in a safe manner, and Licensee shall ensure that its employees have sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee further warrants that it understands the imminent dangers (INCLUDING BUT NOT LIMITED TO SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on electric facilities by Licensee's employees, contractors, employees of contractors, or subcontractors, and accepts as its duty and sole responsibility to notify and inform Licensee's employees, contractors, employees of contractors, or subcontractors and to keep them informed regarding same.

9.3 Subject to its obligations in Section 9.1 above, Owner makes no express or implied warranty or representation regarding the condition or safety of the poles or other facilities of Owner. Licensee expressly assumes responsibility for determining the condition of all poles to be used by Licensee, whether for the placement of Attachments, maintaining or rearranging Attachments, or for any other reasons. Except for performing transfer work from unserviceable poles to replacement poles, Licensee shall not permit its employees, contractors, employees of contractors, or subcontractors to work on poles that are known to be unserviceable until Owner has corrected the unserviceable condition or has determined that the pole is serviceable. Licensee will notify Owner if any of Licensee's employees, agents, contractors, or employees of contractors become aware of unserviceable poles or other conditions, whether hazardous or otherwise, that require the attention of Owner for evaluation and possible correction. Such notification will be provided to Owner in the manner specified in Exhibit B-5 or by any other reasonable means in the circumstances. Owner agrees that, upon written notification, it will replace any pole that has become unserviceable at Owner's Cost when Owner has actually determined that the pole in question actually is unserviceable for its intended purpose unless the pole has been damaged by Licensee or its agents, servants, employees or contractors, in which case the Cost of replacement of the pole will be borne by Licensee.

9.4 Existing Permit(s) shall remain valid for any Attachment transfers to new poles when replacement or relocation is necessary.

ARTICLE 10
UNAUTHORIZED ATTACHMENTS AND INVENTORY

10.1 *Owner may assess a fee for any Licensee Attachment that has not been authorized in accordance with this Agreement ("Unauthorized Attachment"). The fee for Unauthorized Attachments shall be equal to five (5) times the current annual Attachment Fee.*

10.2 *Owner may conduct an inventory of Licensee's Attachments to verify the number of Licensee's Attachments. Any such inventory may be conducted no more frequently than once every five years. Owner must provide ninety (90) days' notice of any such inventory so that Licensee may be present and observe such inventory. All inventories of Licensee's Attachments conducted hereunder will be paid for by Licensee to the extent that only Licensee's Attachments are being reviewed. If the Attachment inventory is made for the benefit of more than one attacher, then each attacher shall pay its proportionate share of the cost, allocated based on the number of Attachments identified in the inventory. Prior to such inventory, the projected costs of the inventory shall be submitted to Licensee for approval. Licensee may provide input regarding the scope of the inventory and the selection of the contractor to perform the inventory, but the final decision regarding scope of the inventory and choice of the contractor shall rest with Owner. All records, reports, and results of an inventory will be made available to Licensee. If any attachment inventory discloses Licensee is attached to more poles than Licensee has been paying Annual Attachment*

Fees for, the excess Attachments shall be deemed Unauthorized Attachments and subject to the Unauthorized Attachment fee described above.

10.3 In order to confirm that an Unauthorized Attachment has not been authorized in accordance with this Agreement under Section 10.1 above, and confirm that an Unauthorized Attachment fee is warranted under Section 10.2 above, Owner shall identify each Unauthorized Attachment in its notice by pole number, if available, and location.

ARTICLE 11
SAFETY VIOLATIONS

11.1 Safety Inspections: At its discretion, Owner may require all pole users to participate in a joint safety inspection of all pole-related facilities to determine whether those facilities comply with the requirements of Section 3.1 above including the National Electrical Safety Code. Each party shall be responsible for its own costs in participating in any such inspection. Owner shall provide sixty (60) days' advance notice of any such inspection so that all parties may fully participate.

11.2 Notification and Opportunity to Cure Safety Violations: If Licensee's Attachments are out of compliance with applicable safety and operational requirements and specifications, whether in a safety inspection or otherwise, then Owner will provide written notice to Licensee of the non-compliant Attachment containing the pole number, location, and description of the problem. Licensee must either contest the notice of non-compliance in writing or correct them consistent with the specifications of G.S. 62-350(d)(1). If Licensee should fail to correct the non-compliance within a reasonable timeframe within G.S. 62-350, Owner may revoke the permit for the Attachment. The cost of correcting all violations shall be borne by the party that has created the violation. Licensee shall not be responsible for the cost of correcting a non-compliant Attachment(s) that were placed by or otherwise created by Owner or another attacher after Licensee's facilities were attached.

ARTICLE 12
ATTACHMENTS EXISTING AT COMMENCEMENT DATE

12.1 Any attachment that existed as of the completion of the initial inventory of Licensee's Attachments described in Section 10.2 (a "Pre-Existing Attachment") will be deemed authorized under this Agreement. The attachments counted in such first actual inventory, plus all new Attachments following the Commencement Date for which a Permit is issued by Owner, shall be the base line for identifying and counting Licensee's authorized Attachments for any later attachment inventories. Any "Pre-Existing Attachment" that is not compliant with the NESC at time of installation must be corrected by Licensee consistent with Article 11.2 of this Agreement.

ARTICLE 13
ATTACHMENTS REMAINING AT END OF TERM

13.1 Licensee may make additional Attachments to Owner's poles after the Agreement has been terminated, subject to the requirements of this Agreement, provided that Owner and Licensee are engaged in good faith negotiations to enter into a new Agreement.

13.2 If either party terminates this Agreement with both parties not intending to negotiate a new Agreement Licensee shall remove its Attachments from the poles of Owner within a mutually agreed upon schedule. If the parties are unable to agree upon a schedule for removal after seven (7) consecutive days following the termination of this Agreement, Owner shall specify the schedule for removal. If good

faith negotiations to enter into a new agreement fail to produce a new agreement,, the Parties shall resort to the provisions of N.C.G.S. 62-350 for resolution.

ARTICLE 14
TRANSFERS, RELOCATION AND RESERVATION OF SPACE BY OWNER

14.1 Owner may replace or relocate poles for a number of reasons, including without limitation when existing poles have deteriorated, when new attachers require additional pole space, and when poles must be relocated at the request of the North Carolina Department of Transportation, another governmental body or a private landowner. In such cases, Licensee shall, within 30 days after receipt of written notice, transfer its Attachments to the new poles. If Licensee's transfer is not timely performed, the Owner may, at its option: (i) revoke the permit for the Attachment and declare it to be an Unauthorized Attachment subject to the Unauthorized Attachment fee; or (ii) transfer Licensee's Attachments and Licensee shall reimburse Owner for the actual costs of completing such work. If Owner elects to do such work, it shall not be liable to Licensee for any loss or damage except when caused by Owner's gross negligence or willful misconduct.

14.2 Should Owner, at any time, reasonably require the space Licensee's Attachments occupy on its poles for the provision of its core electric service, Licensee shall, upon receipt of thirty (30) days' notice (a) rearrange its Attachments to other space if available on the pole, at its own expense, (b) vacate the space by removing its Attachments at its own expense or (c) if no space is available and Licensee does not wish to remove its Attachments, Licensee may request Owner replace the pole with a larger pole that can accommodate Licensee's Attachments. Licensee shall bear the expense of such replacement and transfer its Attachments to the new pole.

~~*14.3 All Attachments installed after the effective date of the Agreement shall have at least forty (40) inches and, preferably seventy-two (72) inches vertical clearance under the effectively grounded neutral of Owner at supports if space is available. Owner may increase the required clearance on a case-by-case basis if, in Owner's reasonable judgment pursuant to Article 14 in the Agreement, Owner may require additional space on the pole for its future utility service requirements.*~~
~~*Whenever Licensee installs new Attachments, transfers existing Licensee Attachments to replaced poles, or relocates existing Licensee Attachments to a relocated line of poles, Licensee shall attach at least forty (40) inches and, preferably seventy-two (72) inches vertical clearance under the effectively grounded neutral of Owner.*~~

ARTICLE 15
ABANDONMENT OF POLES

15.1 *Upon thirty (30) days' notice to Licensee, Owner may in its sole discretion abandon or remove any attached pole. Within this 30-day period, unless granted additional time by Owner, Licensee shall remove its Attachments and may place its facilities underground if authorized to place its facilities underground, transfer its facilities to the nearest facilities owned by Owner if authorized by Owner, or take other action not inconsistent with this Agreement. If, at the expiration of the 30-day period, Owner shall have no attachments on such pole but Licensee shall not have removed all of its Attachments, Owner may (i) revoke the permit for the Attachment and declare it to be an Unauthorized Attachment subject to the Unauthorized Attachment fee; or (ii) remove Licensee's Attachments and Licensee shall reimburse Owner for the actual costs of completing such work. If Owner elects to do such work, it shall not be liable to Licensee for any loss or damage except when caused by the Owner's gross negligence or willful misconduct.*

ARTICLE 16
RIGHTS OF OTHER PARTIES

16.1 Nothing herein shall be construed to limit the right of Owner, by contract or otherwise, to confer upon others, not parties to this Agreement, nondiscriminatory rights or privileges to use the poles covered by this Agreement. Rights granted to third parties shall not infringe upon the rights of the Licensee in this Agreement.

16.2 If Licensee's new Attachment requires rearranging any other user's attachment on Owner's pole(s), Owner shall give notice thereof to such user prior to making its own Attachment and Licensee shall cooperate with the other user in the rearrangement of facilities. Licensee hereby acknowledges that it shall bear the expense of necessary rearrangement of other users' attachment(s). Licensee does not have the right to rearrange the facilities of other users except with written permission from such user. Any Attachment privileges granted to Licensee hereunder shall be subject to any nondiscriminatory rights or privileges heretofore granted by Owner.

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

ARTICLE 17
ASSIGNMENT OF RIGHTS

17.1 Subject to the terms of Article 7 in this Agreement, Licensee shall not permit any other user to use its Attachment(s) and may not sublicense any of its rights under this Agreement to any other user.

17.2 Licensee shall not assign or otherwise dispose of this Agreement, or of any of its rights or interests hereunder without the prior written consent of Owner, such consent not to be unreasonably withheld. Provided, however, Licensee may assign or transfer this Agreement and the rights and obligations hereunder to any entity controlling, controlled by, or under common control with Licensee without the consent of Owner, so long as Licensee provides written Notice to Owner detailing the assignment and the relationship between Licensee and such entity within a reasonable timeframe thereafter. No such permitted assignment shall relieve Licensee, the permitted assignee, or any other party liable to Owner from any obligations, duties, responsibilities, or liabilities to Owner under this Agreement. This Agreement shall be binding upon the successors and/or assigns of both parties.

17.3 Nothing contained herein is intended to interfere with Licensee's leasing dark fiber or capacity in its facilities, if such use is in strict compliance with the provisions of this Agreement. The renting or leasing of dark fiber or capacity in its facilities specifically does not give Licensee's customer the right to any kind of access to Owner's poles and Licensee's customer is specifically prohibited from climbing Owner's poles or otherwise working on the facilities that are attached to Owner's poles.

ARTICLE 18
WAIVER OF TERMS OR CONDITIONS

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

ARTICLE 19
PAYMENT OF TAXES

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

ARTICLE 20
INSURANCE

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

A. Workers' compensation insurance covering all employees of Licensee pursuant to North Carolina law. Contractors, employees of contractors, subcontractors and employees of subcontractors who shall perform any of the obligations of Licensee hereunder, shall be required by Licensee to take out and maintain such insurance, whether or not such insurance is required by the laws of the state governing the employment of any such employee. If any employee is not subject to the workers' compensation laws of such state, such insurance shall extend to such employee voluntary coverage to the same extent as though such employee were subject to such laws.

B. Public liability and property damage liability insurance covering all operations under this Agreement with limits for bodily injury or death in any one event not less than $5,000,000.00 and limits for property damage not less than $1,000,000.00.

C. Automobile liability insurance for owned and hired automobiles with limits of not less than $2,000,000.00 for injury or death in any one event and limits for property damage not less than $1,000,000.00.

20.2 The policies of insurance shall be in such form and issued by such insurer as shall be consistent with industry practices.

20.3 Licensee shall furnish to Owner, within thirty days of the Commencement Date and thereafter upon the reasonable request of Owner a certificate evidencing compliance with the requirements of this Article 20. This certificate will list Owner as an additional insured and will provide that in the event of cancellation of any of the said policies of insurance, the insuring company shall give all parties named as insureds notice of such cancellation.

20.4 To the extent allowed by applicable law, Licensee shall not be prohibited from self-insuring and will provide Owner with proof of adequacy and reliability of such self-insurance within thirty days of the Commencement Date and at least annually thereafter (and more frequently upon the reasonable request of Owner).

ARTICLE 21
SERVICE OF NOTICES

21.1 It is expressly agreed and understood between Owner and Licensee that any Notice required to be given to either Owner or Licensee pursuant to this Agreement shall be in writing and sent by US Mail, or

by recognized national overnight delivery service, and shall be deemed received upon actual delivery or refusal of delivery as evidenced by the records of the US Postal Service or delivery service as the case may be.

21.2 Notices shall be sent addressed as follows:

If to Licensee: **Spectrum Southeast, LLC**
3140 West Arrowood Rd
Charlotte, NC 28273

with a copy to:

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

If to Owner: **City of Elizabeth City NC**
[ADDRESS]
[CITY], NC [ZIP]
Attention: City Manager

Commented [C1]: Please add your contact information.

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

21.3 The lower case terms "notify," "notification" and "advise" as used in this Agreement reflect communications between Owner and Licensee in administering the Agreement's terms. Such communication shall be in writing, which may include NJUNS, email, facsimile or other method as specified in the Rules. These terms are not to be confused with the capitalized terms "Notice" or "Notify" as used in this Article 21 and elsewhere in this Agreement.

ARTICLE 22
SUPPLEMENTAL AGREEMENTS

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

22.2 Nothing in the foregoing shall preclude the parties to this Agreement from preparing in writing such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement so long as each party has at least one copy of such operating routines and/or working procedures.

ARTICLE 23
DEFAULT

23.1 *If Licensee is in material default under this Agreement and fails to correct such default within the cure period specified below, Owner may, at its option:*

(a) declare this Agreement to be terminated in its entirety;

(b) terminate the authorization covering the pole(s) with respect to which such default shall have occurred;

(c) decline to authorize additional Attachments under this Agreement until such defaults are cured;

(d) suspend all make-ready construction work; and/or

(e) correct such default without incurring any liability to Licensee except when caused by Owner's gross negligence or willful misconduct, and Licensee shall reimburse Owner for the actual costs of doing the work; and/or

(f) obtain specific performance of the terms of this Agreement through a court of competent jurisdiction.

For a period of thirty (30) days following receipt of notice from Owner (or, for defaults of a nature not susceptible to remedy within this thirty (30) day period within a reasonable time period thereafter), Licensee shall be entitled to take all steps necessary to cure any defaults. The 30-day notice and cure period does not apply to any default by Licensee of its payment obligations under this Agreement.

~~23.2 Each of the following constitutes a material breach:~~

~~a) Licensee's failure to bring into conformance any Attachments maintained or used in violation of the requirements and specifications applicable to Licensee's affixation of Attachments to Owner's Poles as authorized herein, or in aid of any unlawful act or undertaking;~~

~~b) The occurrence of more than five (5) separate instances (meaning separate pole lines, jobs or projects) of Safety Violations within any one-year calendar period.~~

~~c) The occurrence of more than ten (10) separate instances (meaning separate pole lines, jobs or projects) of Unauthorized Attachments within any one-year calendar period;~~

~~d) Any permit or other authorization which may be required by any governmental authority, or from any property owner, for the use, operation or maintenance of Licensee's cables, equipment and facilities on Owner facilities is revoked, denied, or not granted before the date when possession of such governmental permit or other authorization becomes a condition of continued operation;~~

~~e) Licensee uses Owner facilities for purposes not specifically contemplated by this Agreement;~~

~~f) Licensee's insurance, required under this Agreement, is canceled or materially changed; or~~

~~h) Licensee fails to obtain all necessary legal rights, consents, permits, approvals or other necessary permission to permit use of a permitted Attachment and Owner receives notice of such failure from a third party.~~

23.2 Whenever Owner finds that Licensee is allegedly in Default of this Agreement, a written Notice shall be given to Licensee. The written notice shall describe in reasonable detail the alleged Default so as to afford the Licensee an opportunity to remedy the violation. Licensee shall have 30 days, or such other

period specified in Section 23.1, subsequent to receipt of the notice in which to correct the Default before Owner may exercise any of the above-referenced remedies. Licensee may, within 10 days of receipt of Notice, Notify Owner that there is a dispute as to whether a Default has, in fact, occurred. Such Notice by Licensee shall specify with particularity the matters disputed by Licensee and shall stay the running of the above-described time.

Owner and Licensee shall then schedule a meeting to resolve the issues within 10 days of Owner's receipt of the Notice of dispute. If such disputed Default remains unresolved upon the expiration of the thirty (30) day period following a dispute notice, the Parties may pursue remedies available under applicable law or equity.

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

ARTICLE 24
INDEMNIFICATION

24.1 *Except as otherwise specified herein, each party shall defend, indemnify and hold harmless the other party from any and all claims, liabilities, suits and damages arising from or based upon any breach of the party's obligations under the Agreement.*

ARTICLE 25
CONSEQUENTIAL LOSS OR DAMAGE

25.1 *Notwithstanding Section 24 above, neither party shall be liable to the other in any way for indirect or consequential losses or damages, however caused or contributed to, in connection with this Agreement or with any equipment or service governed hereby.*

ARTICLE 26
FORCE MAJEURE

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

ARTICLE 27
OWNER'S COST

27.1 "Owner's Cost" and "Cost" when used in this Agreement shall include material and labor costs, equipment, engineering, permits, right-of-way, land clearing, insurance and overhead cost actually incurred.

27.2 *If Owner must perform work for Licensee that Licensee was required to perform under this Agreement, but which Licensee failed to perform within the provided timeframe, Licensee shall be responsible for the Cost incurred by Owner to perform the work.*

ARTICLE 28

NO WARRANTY OF RECORD INFORMATION

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

ARTICLE 29
MISCELLANEOUS PROVISIONS

29.1 Licensee shall become a member of the National Joint Utilities Notification System ("NJUNS") and maintain the capability of receiving messages from NJUNS and shall utilize such capability.

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

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

29.4 Nothing contained in this document, or in any amendment or supplement thereto, or inferable herefrom, shall be deemed or constructed to (1) make Licensee the agent, servant, employee, joint venturer, associate, or partner of Owner, or (2) create or establish any partnership, joint venture, agency relationship or other affiliation or association between Owner and Licensee. The parties hereto are and shall remain independent contractors. Neither party shall have the right to obligate or bind the other party in any manner to any third party. It is understood that this document enables only a license in favor of Licensee strictly in accordance with its written provisions.

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

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

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

29.8 Unless the context clearly indicates otherwise, as used in this Agreement, the term "Licensee" means the party or parties named on the first page hereof or any of them. The obligations of Licensee

hereunder shall be joint and several. If any Licensee, or any signatory who signs on behalf of any Licensee, is a corporation, partnership, limited liability company, trust, or other legal entity, Licensee and any such signatory, and the person or persons signing for Licensee, represent and warrant to Owner that this instrument is executed by Licensee's duly authorized representatives.

29.9 *If, in the future, Licensee wishes to attach equipment to Owner's poles of a new or different nature than what it has historically attached to the poles (e.g., pole-mounted wireless antennas), the parties shall negotiate in good faith the terms and conditions by which Licensee might be allowed to attach such new or different equipment, if at all and these terms and conditions may be set forth in a separate agreement.*

IN WITNESS WHEREOF, City of Elizabeth City NC and Spectrum Southeast, LLC by their duly authorized representatives have executed this Pole Attachment License Agreement as of the day and year first written above.

City of Elizabeth City NC

Attest:_____ By: _____

Title: _____

Date: _____

SPECTRUM SOUTHEAST, LLC
By: Charter Communications, Inc., its Manager

Attest:_____

Signature:_____

Name: _____

Title: _____

Date: _____

EXHIBIT A
SCHEDULE OF FEES

Application Fee:
- for new Attachments $10 Per New Attachment

~~**Annual Attachment Fee: TBD**~~

Annual attachment fee shall be determined in accordance with Article 2.1 of this Agreement.

~~**Expressed as an equation, the rate formula is as follows:**~~

~~*Cable Rate Formula =*~~
~~*Net Bare Pole Cost (NBP) x Carrying Charge Factor (CCF) x Space Allocation Factor (SAF)*~~
~~*Where the SAF = Space Occupied by Attacher ÷ Usable Space on Pole*~~

Attachment fees shall not be adjusted for any Attachments added or removed during a billing period and fees shall be paid for the entire billing period if the Attachment occupied a pole for any part thereof. Failure of Licensee to give written notice to Owner of the removal of any Attachment will result in charges being continued until such notice is given.

EXHIBIT B

RULES AND PRACTICES OF OWNER FOR ATTACHMENTS

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

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

If to Owner: **City of Elizabeth City NC**
Address
Elizabeth City , NC, Zip Code
Attention: City Manager
Tel:
Fax:
Email:

Commented [C2]: Please add your contact information.

and for Licensee shall be directed to:

Spectrum Southeast, LLC
3140 West Arrowood Rd
Charlotte, NC 28273

Attention: Senior Director, Construction, Carolina Region
Tel:
Fax:
Email:

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

A. Process for Permitting Attachments (Make Ready)

1. Application for Permit shall be made on the Application attached as Exhibit B-1. Licensee shall also indicate the poles to which it desires to attach by including a drawing or maps showing such poles.

2. Owner shall respond to Licensee within the timeframe provided in Article 5 by sending Response to Application which will include an invoice for the Make Ready Engineering Fee, attached hereto as part of Exhibit B-1.

3. After receipt of Licensee's payment for the Make Ready Engineering Fee, Owner shall prepare engineering plans and notify Licensee of cost (Make Ready Construction Cost Estimate) of any necessary Make Ready Construction Work.

4. The Make Ready Construction Cost Estimate and Schedule will be sent to Licensee using the form attached hereto as Exhibit B-2 within the timeframe provided in Article 5.

5. When the Make Ready Construction Work is complete Owner shall send Licensee a Notification of Consent to Attach and Request for Certification using the form attached hereto as Exhibit B-3.

6. Licensee's Certificate of Compliance shall be the lower portion of the form attached hereto as Exhibit B-3.

7. Owner shall provide a Permit to Licensee for Attachments using the form attached hereto as Exhibit B-4.

8. All communications to and from Owner or Licensee regarding Applications and Exhibits for attachments may be communicated by email.

B. Procedures for Notification of Pole Transfers, Violations and Abandonments

Both parties agree to use NJUNS for all communications between Owner and Licensee regarding notices of pole transfers, violations and or abandonments. Provided, however, the notifying party may, in addition to NJUNS notification, also send the notice by email.

C. Supplemental Rules Regarding Licensee's Attachments

1. All of Licensee's Attachments to poles shall be installed in a manner to ensure compliance with the requirements and specifications set forth in Section 3.1 above that may be in effect at the time of the installation as clarified or exceeded by Owner's specifications shown in these Rules and in the Exhibits thereto.

2. It shall be the responsibility of Licensee to attach at the proper height, to achieve proper clearance, and to construct its facilities in accordance with the Agreement. If Licensee finds that it cannot make an Attachment on a pole and be in compliance with the requirements and specifications set forth in Section 3.1 of the Agreement, then Licensee shall notify Owner in writing so that the pole can be re-surveyed and appropriate measures taken to make it ready for attachment.

3. All communications protective devices will be designed and installed with operating limits sufficient for the voltage and current which may be impressed on the communications plant in the event of a contact with the supply conductors.

4. All anchors and guys shall be installed and in effect prior to the installation of any of Licensee's messenger wires or cables. Licensee's guy lead must be of sufficient length and strength to accommodate loads applied by the Attachments. No anchor shall be placed within five (5) feet of any existing anchor unless approved in writing by the

Owner. Guy markers shall be installed on every guy attached to owner's pole. All anchors and guys shall be bonded and/or grounded.

5. Licensee shall not attach any down guy to Owner's anchors or to other attaching user's anchors without prior written permission from Owner or such other user as the case may be.

6. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to the pole by the use of "through" bolts. Such bolts placed in a "bucking" position shall have at least three (3) inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling poles with such attachments.

7. Owner shall perform all Make Ready Work required for the preparation of Owner's poles for proper attachment by Licensee.

8. Owner requires strand maps to be furnished showing all poles to which Licensee attaches (excluding secondary and service poles for individual service drops except when such poles are depicted on maps prepared by Licensee in the ordinary course of its business.)

D. Removing Attachments from Owner's Poles

After Licensee removes Attachments from Owner's Poles, Licensee shall notify Owner by sending the Notice of Discontinuance of Attachment to Poles form attached as Exhibit B-6.

E. Plant Conditions Requiring Attention:

If Licensee becomes aware of an unsafe plant condition or other condition that requires the attention of Owner, then Licensee shall notify owner by completing the Notification of Plant Condition form attached hereto as Exhibit B-5 or by any other reasonable means in the circumstances.

F. Identification Markers

Licensee shall place and maintain permanent identification markers on each of its Attachments prior to affixing it to Owner's poles and, for existing Attachments, must place or maintain such markers each time Licensee accesses those Attachments. All identification markers must be located at or near the point where such Attachments are affixed to each pole, and must:

(i) be non-metallic;
(ii) be of a distinctive and uniform design; such design should clearly identify Licensee's name and/or insignia;
(iii) be legible, clearly visible and recognizable from the ground by a person having normal vision.

EXHIBIT B-1

PERMIT APPLICATION

TO: _____ DATE:
ATTN: Joint Use Coordinator
_____
_____

LICENSEE'S TRACKING NUMBER: _____

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

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

(For identification of attachments to be installed, please include on your list Owner's pole number, size and type of strand, size and type of cable, size and type of other equipment to be attached, and the number of existing cables and strands, using the form included herein)

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

Signed: _____ Company: _____

Name: _____ Title: _____

Tel: _____ Email: _____

✂----------✂

RESPONSE TO APPLICATION

TO: DATE:

LICENSEE'S TRACKING NUMBER: _____

This is to advise you that the above Permit Application has been approved for the poles shown on the attached, subject to the terms of the Agreement.

The Make Ready Engineering Fee is $_____. Please remit this amount so that Make Ready Engineering Plans can be prepared. A detailed schedule for completion of the Make Ready Engineering Plans (not to exceed forty-five (45) days for applications involving 30 or fewer poles) is attached.

Name: _____ Signed: _____

EXHIBIT B-2

MAKE READY ESTIMATE
AND SCHEDULE FOR MAKE READY CONSTRUCTION WORK

TO: DATE:

JOB NUMBER (Tracking Number): _____

In connection with the above referenced work request, attached is the Make Ready Estimate for attaching Licensee's facilities to Owner's poles pursuant to the plans submitted by Licensee and approved by Owner.

Please remit payment for the cost estimate in the amount of $_____ so that the Make Ready Construction Work can be scheduled for the poles requiring make ready work.

No. of poles: _____ *Location:* _____

It is estimated that the completion of the Make Ready Construction Work will require _____ weeks following receipt of payment of the Make Ready Construction Cost Estimate provided that payment is received by _____. If it is received afterward, this schedule is subject to revision.

Name: _____ Signed: _____

Title: _____

Tel: _____

EXHIBIT B-3

NOTIFICATION OF CONSENT TO ATTACH AND REQUEST FOR CERTIFICATION

TO: DATE:

The Make Ready Construction Work (if any) for the approved poles is complete. Attachments in connection with Job Number _____ must be made within 120 days of the date above.

A Permit for these attachments will be issued upon receipt of the Certification below.

Name: _____ Signed: _____

Title: _____

Tel: _____

✂----------✂

CERTIFICATE OF COMPLIANCE

TO: _____ DATE:
Attn: Joint Use Coordinator
_____
_____

JOB NUMBER: _____
-OR-
LICENSEE: _____ TRACKING NUMBER: _____

I HEREBY CERTIFY that the Attachments made under the above Job/Tracking Number are of sound engineering design and fully comply with the National Electrical Safety Code (NESC), latest edition; the North Carolina Department of Transportation Utility Policy Manuel; Article 3 of the Agreement; and the Rules, and were constructed substantially as provided in the approved Application.

Note: If this Certifies only a portion of the poles under this Request Number, please include a list of the poles to which this Certificate applies and the number of Attachments on each pole being certified.

Authorized Representative:

_____ Title: _____
(Signature)

Print Name: _____

EXHIBIT B-4

PERMIT FOR ATTACHMENT

TO: DATE:

JOB NUMBER: _____

The primary poles designated below are hereby Permitted for Attachment:

Pole Identification	Number of Attachments Licensed on this Pole as of the Above Date

Name: _____ Signed: _____

Title: _____

EXHIBIT B-5

NOTIFICATION OF PLANT CONDITION

TO: _____ DATE:
Attn: Joint Use Coordinator
_____
_____

This is to notify you that the following plant condition has been observed and requires Owner's attention:

LOCATION OF AFFECTED PLANT OR POLES:

CONDITIONS OBSERVED:

DATE AND TIME OF OBSERVATIONS:

Please contact for additional information:

Name: _____ Signed: _____

Company: _____

Title: _____

Tel: _____

Email: _____

EXHIBIT B-6

NOTICE OF DISCONTINUANCE OF ATTACHMENT TO POLES

TO: _____ DATE:
Attn: Joint Use Coordinator
_____
_____

LICENSEE: _____

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

Pole Identification	Date Attachment was Removed	Date Billing Ceases

Authorized Representative:

Name: _____ Signed: _____

Title: _____

Tel: _____

Email: _____