

Comcast Cable Communications, Inc.

v.

PacifiCorp (dba Utah Power)

Docket No. 03-035-28

**PREPARED SUR-REBUTTAL TESTIMONY
AND EXHIBITS OF THOMAS JACKSON
FOR PACIFICORP**

July 26, 2004

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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

COMCAST CABLE COMMUNICATIONS,
INC.,

Claimant,

v.

PACIFICORP, dba UTAH POWER,

Respondent.

Docket No. 03-035-28

**PREPARED SUR-REBUTTAL
TESTIMONY OF THOMAS
JACKSON
FOR PACIFICORP**

July 22, 2004

1 **Q. Please state your name and business address.**

2 A. My name is Thomas Jackson. My business address is 4040 Bankhead Highway
3 Suite 200, P.O. Box 265, Douglasville, GA 30133.

4 **Q. By whom are you employed?**

5 A. I am the Vice President of Utility Support Systems, Inc.

6 **Q. What are your qualifications to testify in this proceeding?**

7 A. I was employed by Georgia Power for 31 years. I hold a B.S. in industrial
8 engineering from Georgia Tech, and I have worked in the electric utility industry since
9 my graduation from college in 1971. From 1971 until 1986, I worked for Georgia
10 Power in distribution and field operations and worked as a district and staff engineer.
11 From 1986 until my retirement from Georgia Power in October 2001, I served as the
12 Manager of DOT/Joint Use within Georgia Power's Distribution Department. I was
13 ultimately responsible for all joint use contract negotiations, practices, operations, and
14 enforcement. In other words, I worked under and eventually oversaw the joint use
15 practices at Georgia Power which Mr. Harrelson claims to have implemented.

1 In my current position, I advise electric utilities on joint use contracts and
2 management of their distribution and transmission systems. We train companies on the
3 use of the National Joint Use Notification System ("NJUNS") and recruit new
4 members. The system allows a simple method to communicate with other companies
5 and track joint use information in real time.

6 Additionally, I am assisting Dennis LaBelle in the program for this year's
7 National Joint Use Committee in St. Petersburg, Florida. I have attended all the past
8 National Joint Use Committee meetings, speaking or conducting workshops at the
9 meetings. I was a member of the International Rights of Way Association ("IRWA")
10 Liaison Committee when the first National Joint Use Meeting with the National
11 Highway Conference was planned.

12 Attached as Exhibit PC 9.1 is a copy of my résumé detailing my experience in
13 the electric utility industry.

14 **Q. What areas will your testimony address?**

15 **A.** My testimony will address certain issues raised by Mr. Harrelson in his direct
16 testimony and his deposition testimony. In particular, Mr. Harrelson relied heavily on
17 his experience at Georgia Power as the basis for his testimony regarding how joint use
18 practices at major electric utilities are run and should be run, and extrapolates from that
19 experience to discuss what he claims are standard industry practice. My testimony will
20 address the actual joint use operations and practices at Georgia Power during Mr.
21 Harrelson's tenure, when he should have been implementing Georgia Power's policies

1 which I became responsible for in 1986. I will also provide a discussion of actual joint
2 use practices employed by the electric industry.

3 **Q. Have you read the initial testimony offered by Michael Harrelson on behalf of**
4 **Comcast in the above captioned proceeding?**

5 A. Yes. I have read both his initial testimony and the transcript of his deposition
6 testimony.

7 **Q. During your employment at Georgia Power, did you know Mr. Harrelson?**

8 A. I knew of Mr. Harrelson, but I did not know him particularly well.

9 **Q. During your tenure managing joint use for Georgia Power in the Distribution**
10 **Department, did Mr. Harrelson work in your department?**

11 A. No. Mr. Harrelson did not work in the Distribution Department at the corporate
12 level for Georgia Power. The staff of the Distribution Department is responsible for
13 establishing the policies and procedures for joint use that are to be used in the field.
14 Mr. Harrelson was a field manager responsible for implementation of the policies and
15 procedures. While serving as a field manager, Mr. Harrelson should have been
16 implementing and enforcing the joint use policies and procedures established by the
17 Distribution Group at Georgia Power and embodied in Georgia Power's contracts. He
18 was not in a position to establish, agree to or implement any contrary joint use
19 practices at Georgia Power. In fact, from Mr. Harrelson's testimony, it appears that the
20 way he implemented these policies when he was District Manager in Brunswick was
21 very different from the way I implemented the policies when I held the same job in

1 Tifton. When I was serving as District Engineer for Tifton from 1976-1982, I required
2 applications from all third parties wishing to make attachments to Georgia Power's
3 poles.

4 **Q. On page 15 of his initial testimony, Mr. Harrelson states that during his tenure at**
5 **Georgia Power, joint use procedures were not carefully followed after the initial**
6 **build-out of a system. Is this statement accurate?**

7 A. No. Application and permitting requirements have always been in place, even
8 if Georgia Power's joint use procedures may have changed over the years. Third-party
9 attachers have always been required to provide a written application and obtain a
10 permit prior to making attachments to Georgia Power's facilities. For example, in
11 Exhibit PC 9.2, the first numbered paragraph of both the copy of the attached 1982
12 joint use agreement and the standard agreement used by Georgia Power in 1991
13 expressly requires the licensee to apply for and obtain a permit prior to making
14 attachment to Georgia Power's facilities. In fact, ensuring compliance with such a
15 process was so important that Georgia Power, like PacifiCorp, centralized its
16 permitting and application procedures to its corporate office in the 1990's.

17 I cannot attest to what procedures Mr. Harrelson followed while working at
18 Georgia Power, but I can confirm that Georgia Power did have clear joint use
19 procedures in place that did not provide for informal arrangements. I would have to
20 say that if Mr. Harrelson was dealing with third-party attachers on a hand-shake basis,
21 or on any basis other than those established by the Distribution Group or set forth in

1 contracts like those attached, he was doing so in violation of the company's clear
2 written directives. In that case, the irony would be that Comcast has found a witness
3 who allowed cable companies at the district level to violate Georgia Power's clear joint
4 use policies and contractual obligations, exactly as Comcast claims it managed to do
5 with PacifiCorp's policies and obligations.

6 **Q. Where were these procedures set forth?**

7 A. Georgia Power's joint use procedures were documented in operations bulletins,
8 which were provided to each operational headquarters, and they covered all the
9 operational procedures, including joint use, for the company. In the ordinary course of
10 business, Mr. Harrelson would have received copies of each of these operations
11 bulletins, and as District Engineer and Distribution Manager he would have been
12 responsible for ensuring the use of the policies and procedures in his district. In
13 addition, permitting and constructions requirements are included in all Georgia Power
14 joint use contracts.

15 **Q. Mr. Harrelson also states that during the developing stages of the cable industry,**
16 **many joint use issues were handled on the basis of relationships of trust developed**
17 **in the field between power company employees and cable operators. Is this**
18 **statement correct?**

19 A. Yes, but only to a certain extent. In the early 1970's when cable operators first
20 started to request access to Georgia Power's poles, there was a trust factor among the
21 parties. This trust was based on assurances from the cable operators that their

1 construction would be conducted in a safe and responsible manner and that they would
2 compensate the electric utility in an amount accurately reflecting their presence on the
3 utility company's poles. However, as time went on, it became abundantly clear that the
4 cable operators' construction was not up to code. There were increasing instances of
5 poles being overloaded or not meeting clearance standards as a result of attachments
6 made by cable operators. With these increasing safety hazards came an increase in the
7 number of lawsuits filed against pole-owning utilities as a result of injuries sustained
8 due to the activities of third-party attachers.

9 From that point on, any relationship of trust was broken, and Georgia Power,
10 like many other utilities, had to rigorously police compliance with permitting
11 requirements in order to deal with the violations committed by third-party attachers,
12 particularly cable operators.

13 **Q. In your opinion, what is the origin of the cable industries' poor joint use**
14 **practices?**

15 A. It appears to me that the real problem is that the individuals building out the
16 cable systems are contractors that have no responsibility for the current or future
17 operation of those systems. Most cable operators have a group responsible for new
18 builds. The goal of this group is to complete the build and leave the area. This group
19 typically has no responsibility to the cable company's local management. In fact, I
20 have had a local management representative for a cable operator tell me he was happy

1 that Georgia Power would be inspecting the work, since he had little control over what
2 was happening.

3 As a result, it is my experience that the majority of cable systems built to date
4 were not completed using proper construction practices. Because these contractors do
5 not have to deal with the ramifications of work that is performed incorrectly, there is
6 little incentive for the contractors to perform the work correctly or in a safe manner.
7 This is exacerbated by the fact that cable operators typically provide very little
8 supervision or oversight of their contractors in the field.

9 There is a premium placed on the speed of installation, which is reflected by the
10 fact that cable contractors are being paid by the foot. In other words, the more they
11 string up, the more money they make. There is little or no money to be made for
12 correcting safety violations or removing unneeded equipment on a pole.

13 **Q. What was Georgia Power's response to this issue?**

14 A. Contrary to Mr. Harrelson's view, Georgia Power could no longer rely on the
15 cable operators to supervise their employees. As a result, it had to employ field
16 inspectors to monitor joint use and to make sure its poles were being used correctly.

17 **Q. Explain further the lack of supervision that you observed.**

18 A. In my experience, I have not been able to find many instances where the cable
19 operator supplied its contractors in the field with engineering designs. It is also rare
20 that cable operators inform their contractors of pole owners' permitting and application
21 requirements. Instead, crews typically are only provided with a map noting which

1 poles should be used for attachments. Contractors hired by cable operators typically
2 are unable to address concerns about tension or pole loading. As a result, a growing
3 number of pole owners are negotiating joint use contracts addressing these and other
4 construction issues.

5 **Q. During your tenure at Georgia Power, were you managing joint use during a**
6 **cable operator's rebuild or upgrade of its system?**

7 A. Yes. I can honestly say that, with regard to joint use, it was the worst thing I
8 have ever gone through.

9 **Q. How so?**

10 A. At the time Media One owned the cable system at issue and was selling that
11 system to AT&T Broadband. As a condition of the sale, 75% of the system's rebuild
12 had to be completed by the year 2000. As a result of this rebuild project, unpermitted
13 work and work in violation of Georgia Power's constructions standards increased
14 dramatically. In fact, the situation got so bad that Georgia Power almost had to seek an
15 injunction to put a stop to the unpermitted and unsafe work being performed on its
16 poles.

17 This occurred after Georgia Power had made every attempt to assist Media One
18 in meeting its time frame for the rebuild. Georgia Power had dedicated resources for
19 engineering and construction to meet Media One/AT&T's requirements. Yet, the cable
20 operator continued to build in areas where it hadn't made an application and continued
21 to incorrectly install the new attachments.

1 **Q. Do you have any other examples of problems created by rapid build-outs or**
2 **upgrades?**

3 A Yes. In fact, Utility Consultants, Inc. ("UCI"), a company for which Mr.
4 Harrelson regularly does consulting, training and inspection work and which
5 specializes in joint use engineering, has been integrally involved in assisting Georgia
6 Power on joint use issues arising from efforts to prevent problems created by rapid
7 cable build-outs and upgrades. For example, a company called Knology in 1998 sought
8 to deploy 1,700 miles of cable in Augusta, Georgia, alone over a period of three to five
9 years. It asked Georgia Power to do whatever was necessary to complete 40 miles of
10 cable build per month. Pursuant to Georgia Power's contractual requirements that
11 Knology apply for permits and complete make-ready and correct any pre-existing
12 safety violations prior to attaching, UCI took the lead in pre-engineering all
13 attachments for approximately 200,000 poles. Although the FCC requested that
14 Georgia Power ensure that Knology was not being double-billed for these services, all
15 involved agreed that it was the application process and pre-attachment inspection by
16 UCI that made it possible for the attachments to be made safely.

17 **Q. Do you agree with Mr. Harrelson's opinion on page 24 of his initial testimony that**
18 **overlashing only creates a small incremental addition to a pole?**

19 A. No. Overlashing does not involve simply stringing up a thin fiber. It can also
20 require the placing of additional wires, materials or equipment on the pole. Further, in
21 my experience, cable operators rarely take anything off poles. This results in bundles

1 continually increasing in size. In fact, I am aware of an instance where a bundle had
2 become so large that the lashing machine damaged the existing coaxial cable by
3 removing the outside protection.

4 **Q. Based on your experience, do you find it surprising that PacifiCorp discovered**
5 **approximately 35,000 unauthorized attachments during a period when the cable**
6 **operator was conducting an upgrade of its system?**

7 A. Not at all. In fact, even during a normal pole count when there was not an
8 upgrade or build-out of a cable system, I have seen a 20% increase in the number of
9 poles found during a five-year period. In my opinion, this comes from a lack of
10 coordination within a cable operator's internal structure. As I have stated, the group
11 responsible for a build-out of a cable operator's system typically has no responsibility
12 to the company's local management team. The lack of oversight of crews conducting
13 the builds, combined with the lack of any incentive for these individuals to do the work
14 correctly, can lead to situations where a large number of attachments are made without
15 authorization, in an unsafe manner or both.

16 **Q. Do you believe that it is reasonable for pole owners to request application forms**
17 **from third-party attachers?**

18 A. Yes. My experience proves that. Requiring applications provides a pole owner
19 a mechanism to ensure that it is being fairly compensated, through annual rental fees,
20 for third-party use. Applications are also integral to ensuring the safety, integrity, and
21 reliability of a utility's pole plant.

1 I have also reviewed PacifiCorp's new application form which requires more
2 detailed information from third-party attachers. In my opinion, requesting this
3 additional level of detail is reasonable. Pole owners have a valid reason to request
4 detailed information from third-party attachers prior to attachment. This information is
5 necessary if a pole owner decides it is necessary to verify the pole-loading
6 requirements for attachments. In the past, pole owners depended on cable operators to
7 perform pole loading calculation prior to submitting applications for attachment.
8 However, experience has shown that cable operators do not undertake pole-loading
9 considerations.

10 In much of the southern United States, pole loading became a big issue after
11 Hurricane Andrew in Florida in 1992. It was the subject of a presentation at our 1993
12 Southeastern Electrical Exchange ("SEE") Joint Use Committee meeting. There were
13 pole failures during the storm that were the result of poles being overloaded by third-
14 party attachments. With wind, snow, and ice variables present in Utah, I believe it is
15 reasonable for PacifiCorp to request this additional information from third-party
16 attachers, like Comcast.

17 **Q. Do you agree with Mr. Harrelson's opinion that pole owners should not assess**
18 **unauthorized attachment charges on third-party attachers for violations of**
19 **permitting and safety requirements?**

20 **A.** Absolutely not. In my 31 years of experience in the field, and my 15 years of
21 experience managing joint use for Georgia Power, I have learned that written policies

1 and contractual requirements alone do little to motivate cable operators to comply with
2 application, permitting, and safety requirements. I believe that, in most cases, some
3 sort of charge for unauthorized attachments is required in order to get the cable
4 operator's attention. Otherwise, it has an incentive to comply with its own business
5 goals and only pay rent and comply with safety requirements when an attachment is
6 discovered. At that point, if the most that can happen to the cable operator is that it has
7 to pay back rent, it will continue to disregard its obligations.

8 In some cases, even the imposition of unauthorized attachment charges does not
9 change a cable operator's bad practices. In light of the disregard for appropriate
10 procedures on the part of cable operators that I have witnessed, electric utilities are
11 often left with few alternatives to protect their assets from such abuses. In fact, the
12 1991 joint use contract that I developed for Georgia Power contained a provision for a
13 \$50 per attachment charge for unauthorized attachments, in addition to back rent for
14 such attachments. Thus, I very strongly disagree with Mr. Harrelson that provisions in
15 joint use contracts for unauthorized attachments are not needed. I also would add that
16 such provisions are becoming more common-place in joint use contracts across the
17 country. A company complying with the contract does not need to concern itself with
18 the unauthorized attachment charge provision.

19 **Q. Mr. Harrelson indicates that the enforcement of permitting and safety**
20 **requirements generates feelings of mistrust and hostility between pole owners and**
21 **third party attachers. Do you agree with this position?**

1 A. No. Speaking in terms of my experience with Georgia Power, any mistrust
2 between the parties was created by the cable operators not adhering to their
3 responsibilities. Contrary to Mr. Harrelson's opinion, application and permitting
4 requirements are not punitive in nature--these requirements are simply good business
5 practices, providing a mutually responsible way to protect the integrity, reliability and
6 safety of infrastructure, from all of which the cable company benefits. An electric
7 utility has a great deal of resources, responsibility and public trust invested in its
8 distribution system, and, as a manager of joint use for Georgia Power, it was my
9 responsibility to protect that investment. In my opinion, the only way to adequately do
10 so is to require applications for joint use and to assess charges for unauthorized or
11 unsafe use as an incentive for compliance.

12 **Q. Do you believe third-party attachers have a responsibility to be aware of and**
13 **monitor their activity on joint use poles?**

14 A. Yes. In his testimony, Mr. Harrelson appears to place the entire burden for
15 joint use supervision on electric utilities. I do not agree with his position. Third-party
16 attachers have a duty to be aware of how many attachments they maintain on joint use
17 poles and to correct any numbers that appear to be incorrect on invoices for annual
18 rental fees. Moreover, it is their system, and they should know what attachments they
19 have on an electric utility's system and where those attachments are.

20 **Q. PacifiCorp's witnesses have testified that Comcast has produced very few of their**
21 **own records concerning the identification and location of its attachments on**

1 **PacifiCorp's system. If that is the case, how does it fit with your experience in the**
2 **industry?**

3 A. My experience has shown that cable operators do not maintain records of pole
4 attachments. Cable operators typically maintain strand maps, which provide only
5 limited information, including where a strand is running and the size of the strand.
6 These maps normally do not show which side of the road the facilities are on. In other
7 words, in my experience, the records maintained by cable operators fail to document
8 where their attachments actually are. In my opinion, this is also exacerbated by the fact
9 that those responsible for the build-out of cable systems operate pursuant to the goal of
10 building and leaving an area as quickly as possible.

11 **Q. Does this conclude your testimony?**

12 A. Yes.

Résumé

Thomas V. Jackson

Education:

Bachelor of Science Industrial Engineering – Ga. Tech, 1970

Military:

ROTC Commission US Army – December, 1970
Georgia Army National Guard – 1970-76
Executive Officer of Battery B 1/214
Attachment Commander of 848 Engineer Company – Jesup, GA
Discharge from Army Reserves as Captain – 1981

Work Experience:

Vice President USS 2001-present
Georgia Power Company – 1971-2001
Engineer in Training, Gwinnett – 1971
Junior Engineer, North District – 1971-73
Associate Engineer, General Office – 1973-74
Operating Supervisor, Jesup – 1974-76
District Engineer, Tifton – 1976-82
Staff Engineer, General Office – 1982-85
DOT Liaison/Joint Use – 1986-95
Manager DOT/Joint Use – 1995-2001 (In addition to policy responsibilities for DOT and Joint Use, I had a staff of 12 individuals responsible for all DOT projects and a staff of two responsible for joint use billing and agreements.)
Utility Support Systems, Inc. – 2001-present
Vice President of Marketing

Professional Committees:

Utilities Protection Center (“UPC”), Member of the Board of Directors – 1986-2001, Chairman 3 years. UPC is the One-Call System for the state of Georgia.
National Joint Use Notification System (“NJUNS”), Board Member – 1991-2001, Chairman 2 years. NJUNS is the real-time joint use system started in Georgia by Wil Arnett and me)
American Public Works Association – 1986-2001, Chairman of National Utility Coordinating Committee for 1 year
International Rights-of-Way Association (“IRWA”) – 1986-2001 Chairman of IRWA National Liaison Committee, which started the National Joint Use Conference. I have attended every meeting and been on the committee for the Conference.
Transportation Research Board, 2001-present
Georgia Utility Coordinating Committee, 1986-present, Chairman of State Committee 1 year, presently Chairman of Conflict Resolution Board
Georgia PSC Advisory Committee for Underground (“UD”) projection, 2000-2001
Southeastern Electrical Exchange (“SEE”) Joint Use Committee, 1989-2001, Chairman 2 years

POLE ATTACHMENT AGREEMENT
COMMUNITY ANTENNA TELEVISION - CATV
GEORGIA POWER COMPANY

AND

Community Telecable of Georgia, Inc.

THIS AGREEMENT, made as of September 20, 1982 by and between the Georgia Power Company, a corporation of the State of Georgia, hereinafter called Licensor, party of the first part, and Community Telecable of Georgia, Inc. hereinafter called Licensee, party of the second part;

W I T N E S S E T H:

WHEREAS, Licensee proposes to furnish television antenna signal service to residents of the City of Waco Springs, Herbert County, Georgia, and will need to erect and maintain aerial cables, wires and associated appliances throughout the area to be served, and desires to attach certain of such cables, wires and appliances to poles of Licensor; and

WHEREAS, Licensor is willing to permit, to the extent that it may do so lawfully, the attachment of said cables, wires and appliances to its poles if, in its judgment, such use will not interfere with its own service requirements, including considerations of economy and safety, and if Licensor is protected and indemnified against costs to it arising from such use.

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

1. Before making attachment to any pole or poles of Licensor, Licensee shall make application therefor in the form set forth in Exhibit "A", hereto attached and made a part hereof, and if the proposed attachment is satisfactory to Licensor, a permit therefor will be granted in the form set forth in such Exhibit "A".

2. Licensee shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner satisfactory to Licensor and so as not to interfere with the use of said poles by Licensor, or by other utility companies using said poles, or interfere with the use and maintenance of facilities thereon or which may from time to time be placed thereon. Licensee shall, at any time, at its own expense, upon notice from Licensor, remove, relocate, replace, or renew its facilities placed on said poles, or transfer them to substituted poles, or perform any other work in connection with the said facilities that may be required by Licensor; provided, however, that in case of emergency, Licensor may arrange to remove, relocate, replace or renew the facilities placed on said poles by Licensee, or transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred.

10/14/82

3. Licensee's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, as revised, and in compliance with any rules or orders now in effect or that hereafter may be issued by any other authority having jurisdiction. Drawings marked Exhibits B-1 through B-6 which are attached hereto and made a part hereof, are descriptive of required construction under some typical conditions, and are to serve as construction guides for Licensee. Such drawings may be superseded, amended or added to from time to time as may be required by Licenser.

4. In the event that any pole or poles of the Licenser to which Licensee desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, the Licenser will notify the Licensee of any changes necessary to provide adequate poles and the estimated cost thereof. If the Licensee still desires to make the attachments it shall authorize the Licenser to make the necessary changes and shall reimburse the Licenser, on demand, for all costs incurred by Licenser in making such changes. Where the Licensee's desired attachments can be accommodated on present poles of the Licenser by rearranging Licenser's facilities thereon, the Licensee shall compensate the Licenser for the full expense incurred in completing such rearrangements. The Licensee will also, on demand, reimburse the owner, or owners, of other facilities attached to said poles for any expense incurred by it, or them, in transferring or rearranging said facilities. Any anchors or other guys required to accommodate the attachments of the Licensee shall be installed by and at the expense of the Licensee and to the satisfaction of the Licenser.

5. Licenser reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licenser shall not be liable to Licensee for any interruption to service of Licensee or for interference, however caused, with the operation of the cables, wires and appliances of Licensee, arising in any manner out of the use of Licenser's poles hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alterations of, or additions to, the lines and other facilities of Licenser or those jointly using Licenser's poles may have upon the attachments or the transmissions of Licensee, even if the cause of such effects may be attributable to negligence, (including, without being limited to, Licenser's contributory negligence, concurring negligence, active negligence and passive negligence) on the part of Licenser or its agents.

6. Licensee shall submit to Licenser evidence, satisfactory to Licenser, of its authority to erect and maintain its facilities within public streets, highways and other thoroughfares, and shall secure any necessary consent from state or municipal authorities or from the owners of the property upon which the poles are located to construct and maintain Licensee's facilities thereon.

7. Licenser, because of the importance of its service, reserves the right to inspect each new installation of Licensee on its poles and in the vicinity of its lines or appliances and to make periodic inspections, as plant conditions may warrant. Such inspections, if made, shall not operate to relieve Licensee of any responsibility, obligation or liability.

8. Licensee shall pay to the Licensor, for attachments made to poles under this agreement, a rental at the annual rate of \$5.36 per pole per year. Said rental shall be payable annually, in advance, on the first day of January of each year during which this agreement remains in effect. The first payment of rental hereunder shall include such prorata amount as may be due for use of poles from the date of the original installation to the end of that calendar year. For other purposes in this agreement such partial year shall be deemed to be a one-year period.

9. Licensee shall exercise precautions to avoid damage to facilities of Licensor and of others supported on said poles; and hereby assumes all responsibility for any and all loss for such damage. Licensee shall make an immediate report to Licensor of the occurrence of any damage and hereby agrees to reimburse Licensor for the expense incurred in making repairs.

10. Licensee shall specifically and adequately warn each and every employee of the dangers inherent in making contact with the electrical conductors of the Licensor before such employee is permitted to perform any work on or near any facilities belonging to the Licensor. Said warning shall be given to the employee both orally and in writing. The written warning shall be prepared in duplicate with one copy retained by the employee, and the other copy signed by the employee, acknowledging receipt of both written and oral warnings, shall be retained by the licensee, and made available for inspection by the Licensor at any time such inspection may be requested by the Licensor.

11. Licensee shall indemnify, protect, and save harmless Licensor from and against any and all claims and demands for damages to property and injury or death to persons (whether or not caused by Licensor's negligence, including without being limited to, Licensor's contributory negligence, concurring negligence, active negligence and passive negligence), including payments made under any Workmen's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use, removal, or abandonment of said attachments or by the proximity of the respective cables, wires, apparatus and appliances of the Licensee to any of the facilities belonging to the Licensor or to parties jointly using the Licensor's poles, or by any act of Licensee on or in the vicinity of Licensor's poles. Licensee shall carry insurance, to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The amounts of such insurance against liability due to damage to property, to injury or death of persons as to any one occurrence shall be in the amount of One Million (\$1,000,000) Dollars. Licensee shall also carry such insurance as will protect it from all claims under any Workmen's Compensation Laws in effect that may be applicable to it. All insurance required shall be kept in force by Licensee for the entire life of this agreement and the company or companies issuing such insurance shall be approved by Licensor. Licensee shall submit to Licensor certificates by each company insuring Licensee to the effect that it has insured licensee for all liabilities of licensee under this agreement and that it will not cancel, change, nor fail to renew any policy of insurance issued to licensee except after thirty (30) days' notice to Licensor.

12. Licensee may at any time remove its attachments from any pole or poles of Licensors, but shall immediately give Licensors written notice of such removal. No refund of any rental will be due on account of such removal.

13. Upon notice from Licensors to Licensee that the use of any pole or poles is forbidden by municipal authorities or property owners, the permit covering the use of such pole or poles shall immediately terminate and the cables, wires and appliances of Licensee shall be removed at once from the affected pole or poles.

14. If the Licensors desires at any time to abandon any joint pole, it shall give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If, at the expiration of such period, the Licensors shall have no attachments on such pole but the Licensee shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the Licensee, and the Licensee shall save harmless the former Licensors of such pole from obligation, liability, damage, cost, expenses or charges incurred thereafter, because of, or arising out of, the presence or condition of such pole or of any attachments thereon; and shall pay the Licensors a sum equal to the then value in place of such abandoned pole or poles, or such other equitable sum as may be agreed upon between the parties.

15. If Licensee shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from Licensors to correct such default or non-compliance, Licensors may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or non-compliance shall have occurred.

16. Bills for expenses and other charges under this agreement shall be payable within thirty (30) days after presentation. Non-payment of bills shall constitute a default of this agreement.

17. Failure to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

18. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Licensors, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and Licensors shall have the right to continue and extend such rights and privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements. The attachment privileges herein granted shall be non-exclusive and the Licensors shall have the right in its sole discretion to grant attachment privileges of any sort to any person, firm or corporation.

19. Licensee shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of Licensors.

20. No use, however, extended, of Licensors's poles, under this agreement, shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensors to maintain any of said poles for a period longer than demanded by its own service requirements.

21. This agreement shall become effective upon its execution and if not otherwise terminated, shall continue in effect for a term of three years and thereafter until terminated by either party giving to the other party at least six (6) months' written notice of intention to terminate. Upon termination of the agreement in accordance with any of its terms, Licensee shall immediately remove its cables, wires and appliances from all poles of Licensor. If not so removed, Licensor shall have the right to remove them at the cost and expense of Licensee and without any liability therefor.

22. Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage to guarantee the payment of any sums which may become due to Licensor for rentals or for work performed for the benefit of Licensee under this agreement including the removal of attachments upon termination of this agreement by any of its provisions. The amount of the contractual insurance coverage is subject to be increased or decreased whenever, in the judgment of the Licensor, such action is deemed advisable from a standpoint of protecting the payments due Licensor as set forth above.

23. Subject to the provisions of Section 18, hereof, this agreement shall extend to and bind the successors and assigns of the parties hereto.

24. Licensee shall have made some attachments under this agreement and shall have begun its business of furnishing television service to residents of Warm Springs on or before the 20th day of September, 1983, and if Licensee shall fail to meet such requirements by such date, then this agreement shall be of no further effect and the rights of the Licensee shall be thereby terminated.

25. At the expiration of one (1) year from the date of this agreement, and at the end of every year thereafter the rental per pole per annum thereafter payable hereunder, shall be subject to readjustment at the request of either party made in writing to the other party not later than sixty (60) days before the end of such year. If, within sixty (60) days after the receipt of such a request by either party from the other, the parties hereto shall fail to agree upon a readjustment of such rental, then the rental per pole per annum to be paid shall be an amount equal to ten (10) per cent of the cost of the average pole covered by this agreement. In case of readjustment of rentals as herein provided, the new rentals shall be payable until again readjusted.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year first above written.

WITNESS:

Irene Hurst Crane

Notary Public, Georgia State at Large
My Comm. expires Feb. 24, 1986

WITNESS:

Walter A. Smith

Community Telecable of Georgia, Inc.
Licensee

BY
Its

GEORGIA POWER COMPANY

BY

J. O. Sells
Manager of Installation

POLE ATTACHMENT AGREEMENT
COMMUNITY ANTENNA TELEVISION - CATV
GEORGIA POWER COMPANY

AND

Community Telecable of Georgia, Inc.

THIS AGREEMENT, made as of September 30, 1982 by and between the Georgia Power Company, a corporation of the State of Georgia, hereinafter called Licensor, party of the first part, and Community Telecable of Georgia, Inc. hereinafter called Licensee, party of the second part;

W I T N E S S E T H:

WHEREAS, Licensee proposes to furnish television antenna signal service to residents of the City of Ware Springs Meriwether County, Georgia, and will need to erect and maintain aerial cables, wires and associated appliances throughout the area to be served, and desires to attach certain of such cables, wires and appliances to poles of Licensor; and

WHEREAS, Licensor is willing to permit, to the extent that it may do so lawfully, the attachment of said cables, wires and appliances to its poles if, in its judgment, such use will not interfere with its own service requirements, including considerations of economy and safety, and if Licensee be protected and indemnified against costs to it arising from such use;

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

1. Before making attachment to any pole or poles of Licensor, Licensee shall make application therefor in the form set forth in Exhibit "A", hereto attached and made a part hereof, and if the proposed attachment is satisfactory to Licensor, a permit therefor will be granted in the form set forth in such Exhibit "A".

2. Licensee shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner satisfactory to Licensor and so as not to interfere with the use of said poles by Licensor, or by other utility companies using said poles, or interfere with the use and maintenance of facilities thereon or which may from time to time be placed thereon. Licensee shall, at any time, at its own expense, upon notice from Licensor, remove, relocate, replace, or renew its facilities placed on said poles, or transfer them to substituted poles, or perform any other work in connection with the said facilities that may be required by Licensor; provided, however, that in cases of emergency, Licensee may arrange to remove, relocate, replace or move the facilities placed on said poles by Licensor, or transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred.

10/16/82

3. Licensee's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, as revised, and in compliance with any rules or orders now in effect or that hereafter may be issued by any other authority having jurisdiction. Drawings marked Exhibits B-1 through B-6 which are attached hereto and made a part hereof, are descriptive of required construction under some typical conditions, and are to serve as construction guides for Licensee. Such drawings may be superseded, amended or added to from time to time as may be required by Licensor.

4. In the event that any pole or poles of the Licensor to which Licensee desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, the Licensor will notify the Licensee of any changes necessary to provide adequate poles and the estimated cost thereof. If the Licensee still desires to make the attachments it shall authorize the Licensor to make the necessary changes and shall reimburse the Licensor, on demand, for all costs incurred by Licensor in making such changes. Where the Licensee's desired attachments can be accommodated on present poles of the Licensor by rearranging Licensor's facilities thereon, the Licensee shall compensate the Licensor for the full expense incurred in completing such rearrangements. The Licensee will also, on demand, reimburse the owner, or owners, of other facilities attached to said poles for any expense incurred by it, or them, in transferring or rearranging said facilities. Any anchors or other guys required to accommodate the attachments of the Licensee shall be installed by and at the expense of the Licensee and to the satisfaction of the Licensor.

5. Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption to service of Licensee or for interference, however caused, with the operation of the cables, wires and appliances of Licensee, arising in any manner out of the use of Licensor's poles hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alterations of, or additions to, the lines and other facilities of Licensor or those jointly using Licensor's poles may have upon the attachments or the transmissions of Licensee, even if the cause of such effects may be attributable to negligence, (including, without being limited to, Licensor's contributory negligence, concurring negligence, active negligence and passive negligence) on the part of Licensor or its agents.

6. Licensee shall submit to Licensor evidence, satisfactory to Licensor, of its authority to erect and maintain its facilities within public streets, highways and other thoroughfares, and shall secure any necessary consent from state or municipal authorities or from the owners of the property upon which the poles are located to construct and maintain Licensee's facilities thereon.

7. Licensor, because of the importance of its service, reserves the right to inspect each new installation of Licensee on its poles and in the vicinity of its lines or appliances and to make periodic inspections, as plant conditions may warrant. Such inspections, if made, shall not operate to relieve Licensee of any responsibility, obligation or liability.

06/16/82

12. Licensee may at any time remove its attachments from any pole or poles of Licensor, but shall immediately give Licensor written notice of such removal. No refund of any rental will be due on account of such removal.

13. Upon notice from Licensor to Licensee that the use of any pole or poles is forbidden by municipal authorities or property owners, the permit covering the use of such pole or poles shall immediately terminate and the cables, wires and appliances of Licensee shall be removed at once from the affected pole or poles.

14. If the Licensor desires at any time to abandon any joint pole, it shall give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If, at the expiration of such period, the Licensor shall have no attachments on such pole but the Licensee shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the Licensee, and the Licensee shall save harmless the former Licensor of such pole from obligation, liability, damage, cost, expenses or charges incurred thereafter, because of, or arising out of, the presence or condition of such pole or of any attachments thereon; and shall pay the Licensor a sum equal to the then value in place of such abandoned pole or poles, or such other equitable sum as may be agreed upon between the parties.

15. If Licensee shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or non-compliance, Licensor may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or non-compliance shall have occurred.

16. Bills for expenses and other charges under this agreement shall be payable within thirty (30) days after presentation. Non-payment of bills shall constitute a default of this agreement.

17. Failure to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

18. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Licensor, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and Licensor shall have the right to continue and extend such rights and privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements. The attachment privileges herein granted shall be non-exclusive and the Licensor shall have the right in its sole discretion to grant attachment privileges of any sort to any person, firm or corporation.

19. Licensee shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of Licensor.

20. No use, however, extended, of Licensor's poles, under this agreement, shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to maintain any of said poles for a period longer than demanded by its own service requirements.

21. This agreement shall become effective upon its execution and if not otherwise terminated, shall continue in effect for a term of three years and thereafter until terminated by either party giving to the other party at least six (6) months' written notice of intention to terminate. Upon termination of the agreement in accordance with any of its terms, Licensee shall immediately remove its cables, wires and appliances from all poles of Licensor. If not so removed, Licensor shall have the right to remove them at the cost and expense of Licensee and without any liability therefor.

22. Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage to guarantee the payment of any sums which may become due to Licensor for rentals or for work performed for the benefit of Licensee under this agreement including the removal of attachments upon termination of this agreement by any of its provisions. The amount of the contractual insurance coverage is subject to be increased or decreased whenever, in the judgment of the Licensor, such action is deemed advisable from a standpoint of protecting the payments due Licensor as set forth above.

23. Subject to the provisions of Section 18, hereof, this agreement shall extend to and bind the successors and assigns of the parties hereto.

24. Licensee shall have made some attachments under this agreement and shall have begun its business of furnishing television service to residents of Warm Springs on or before the 20th day of September, 1983, and if Licensee shall fail to meet such requirements by such date, then this agreement shall be of no further effect and the rights of the Licensee shall be thereby terminated.

25. At the expiration of one (1) year from the date of this agreement, and at the end of every year thereafter the rental per pole per annum thereafter payable hereunder, shall be subject to readjustment at the request of either party made in writing to the other party not later than sixty (60) days before the end of such year. If, within sixty (60) days after the receipt of such a request by either party from the other, the parties hereto shall fail to agree upon a readjustment of such rental, then the rental per pole per annum to be paid shall be an amount equal to ten (10) per cent of the cost of the average pole covered by this agreement. In case of readjustment of rentals as herein provided, the new rentals shall be payable until again readjusted.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year first above written.

WITNESS:

Community Telecable of Georgia, Inc.
Licensee

Irene Hurst Crane

BY

Its [Signature]

Notary Public, Georgia State at Large
My Commission Expires Feb. 21, 1986

WITNESS:

GEORGIA POWER COMPANY

Walter A. Kirk

BY [Signature]

POLE ATTACHMENT AGREEMENT
COMMUNITY ANTENNA TELEVISION - CATV
GEORGIA POWER COMPANY
AND

THIS AGREEMENT, made as of _____, 19____ by and between the Georgia Power Company, a corporation of the State of Georgia, hereinafter called Licensor, and _____ hereinafter called Licensee.

WITNESSETH:

WHEREAS, Licensee proposes to furnish television antenna signal service to residents of the City of _____ County, Georgia, and will need to erect and maintain aerial cables, wires and associated appliances throughout the area to be served, and desires to attach certain of such cables, wires and appliances to poles of Licensor; and

WHEREAS, Licensor is willing to permit, to the extent that it may do so lawfully, the attachment of said cables, wires and appliances to its poles if, in its judgment, such use will not interfere with its own service requirements, including considerations of economy and safety, and if Licensor is protected and indemnified against costs to it arising from such use;

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

1. Before making attachment to any pole or poles of Licensor, Licensee shall make application therefor in the form set forth in Exhibit "A", hereto attached and made a part hereof, and if the proposed attachment is satisfactory to Licensor, a permit therefor will be granted in the form set forth in such Exhibit "A". Licensee shall prepare and submit a map indicating all attachment locations at the time of submission of such Exhibit "A". No work shall begin until Licensor receives a signed Exhibit "A".

2. Licensee shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner satisfactory to Licensor and so as not to interfere with the use of said poles by Licensor, or by other utility companies using said poles, or interfere with the use and maintenance of facilities thereon or which may from time to time be placed thereon. Licensee shall, at any time, at its own expense, upon notice from Licensor, remove, relocate, replace, or renew its facilities placed on said poles, or transfer them to substituted poles, or perform any other work in connection with the said facilities that may be required by Licensor; provided, however, that in cases of emergency, Licensor may arrange to remove, relocate, replace or renew the facilities placed on said poles by Licensee, or transfer them to substituted poles or perform any other work in connection with said facilities that may be required

in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred.

3. Licensee's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, as revised, and in compliance with any rules or orders now in effect or that hereafter may be issued by any other authority having jurisdiction. Drawings marked Exhibits B-1 through B-8 which are attached hereto and made a part hereof, are descriptive of required construction under some typical conditions, and are to serve as construction guides for Licensee. Such drawings may be superseded, amended or supplemented from time to time as may be required by Licensor.

4. Licensee's cables, wires and appliances, shall be identified in accordance with Exhibit B-9. Markers shall be installed on the strand, at every first, fifth and last mainline pole attachment, including the first pole in all lateral lines and at all crossover points. The color and the shape of the marker shall be unique to Licensee and shall be used to identify Licensee's facilities in that particular Georgia Power Company district. Suggested markers are set forth in Exhibit B-9 and same shall be approved by Licensor prior to use thereof. Existing strand shall be so identified by Licensee at the next system rebuild opportunity or otherwise as regular maintenance or

emergency repair work so permits. This requirement is limited to overbuild areas, boundary areas, areas where fiber is not lashed to co-ax cable or where reasonably required by Licensor. This requirement may change from time to time as cable technology changes. Strand shall be marked by December 31, 1995.

5. In the event that any pole or poles of the Licensor to which Licensee desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, the Licensor will notify the Licensee of any changes necessary to provide adequate poles and the estimated cost thereof. If the Licensee still desires to make the attachments it shall authorize the Licensor to make the necessary changes and shall reimburse the Licensor, on demand, for all costs incurred by Licensor in making such changes. Where the Licensee's desired attachments can be accommodated on present poles of the Licensor by rearranging Licensor's facilities thereon, the Licensee shall compensate the Licensor for the full expense incurred in completing such rearrangements. The Licensee will also, on demand, reimburse the owner, or owners, of other facilities attached to said poles for any expenses incurred by it, or them, in transferring or rearranging said facilities. In the event that any pole or poles of Licensor to which Licensee has attached its facilities would be adequate to support additional facilities desired by Licensor or any pole user whose use came before Licensee's but for the attachment or attachments of Licensee, then Licensor shall notify Licensee of any changes necessary to provide adequate poles and the

estimated cost thereof. Upon receipt of such notice Licensee shall remove its facilities at its expense or reimburse Licensor, on demand, for all costs incurred by Licensor in making such changes. Any anchors or guys required to accommodate the attachments of the Licensee shall be installed by and at the expense of the Licensee and to the satisfaction of the Licensor. Licensee shall not be responsible for preexisting violations. Licensee shall be reimbursed in accordance with the Joint Use Agreements between Licensor and other joint users.

6. Before placing a new messenger outside of the location assigned to Licensee, and before overlashing facilities which would create a bundle of greater than six (6) inches in diameter, Licensee shall contact Licensor's local personnel and secure written approval of the proposed construction method and length of time expected for the proposed construction.

7. In the event that the number of poles to which Licensee has attached its facilities differs from the number shown in Licensor's records, the difference shall be prorated over the period since the last such accounting. If this results in an increase in the number of poles to which Licensee has attached for any year during such period, Licensee shall forthwith pay to Licensor the fees due for such poles for such years, and if it results in a decrease in the number of poles to which Licensee has attached for any year during such period, Licensor shall forthwith refund to Licensee the fees previously paid for such poles for such years or to the date of this Agreement, whichever is later.

Unauthorized pole attachments which exceed 3% of Licensee's total permits shall be billed at the rate of \$50.00 per unauthorized pole attachment plus the appropriate pole attachment rental fee(s) for the preceding year(s). Attachments previously authorized by Licensor's local personnel; attachments to poles previously owned by other companies, or treated as owned by other companies, now owned by Licensor; attachments to in-line drop-in poles; and drop attachments to lift (or spot) poles shall not be treated as unauthorized pole attachments, but shall be subsequently added to Licensor's records for payment of pole rental fees. Licensee has the burden of persuasion that said pole attachments meet any of these criteria. Licensee shall have a period of six (6) months from the date of this contract to report to Licensor all attachments without payment of \$50.00 per attachment plus attachment fees.

8. Licensor may at any time and from time to time survey the installation of cable communications facilities and may make periodic surveys of the facilities as conditions may warrant. Such surveys, if made, shall not operate to relieve Licensee of any responsibility, obligation or liability or to impose any responsibility, obligation or liability upon Licensor. Licensee shall be responsible only for the expenses of such periodic surveys as are reasonable in light of the number of past violations, scope of the violation, and the period elapsed since the last survey. Inspections each five (5) years are presumptively reasonable. Said

surveys shall be performed in accordance with the terms and conditions set forth in Exhibit B-10.

9. Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption to service of Licensee or for interference, however caused, with the operation of the cables, wires and appliances of Licensee, arising in any manner out of the use of Licensor's poles hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alterations of, or additions to, the lines and other facilities of Licensor or those jointly using Licensor's poles may have upon the attachments or the transmissions of Licensee, even if the cause of such effects may be attributable to negligence (including, without being limited to, Licensor's sole negligence, contributory negligence, concurring negligence, active negligence and passive negligence) on the part of Licensor or its agents. Notwithstanding the foregoing, in those situations, where the interruption to service of the Licensee, interference with the operation of cables, wires and appliances of Licensee or damage to the cables, wires and appliances of Licensee is due to the sole negligence of Licensor, Licensee will replace or repair those cables, wires and appliances at the sole expense of Licensor.

10. Any transferring or rearranging of attachments required on any pole or any pole replacement may be done by the Licensor at

the Licensee's expense without any liability whatever to the Licensor for such removal, transfer, rearranging or the manner of making it. Licensor will give thirty (30) days notice of the need for transfer from the time that the pole is ready for transfer. If the transfer or rearranging is not undertaken by Licensee or Licensor (at flat rate shown in Exhibit B-11) within thirty (30) days from time the pole is ready for transfer, Licensor will transfer at its cost and bill Licensee. The flat rate shown in Exhibit B-11 may be changed from time to time upon notice by Licensor.

11. Licensee shall acquire in its own name and at its own expense any and all easements or other rights in land that may be required to permit the presence of Licensee's facilities on Licensor's poles. Licensor shall have no liability to Licensee for any failure to acquire any such rights unless otherwise provided by law.

12. Licensee may engage in all lawful communications activities; provided that those attachments to poles which do not constitute attachments by a cable television system within the meaning of 47 U.S.C. § 224(a)(4) shall be assessed a pole rental equal to one-half (1/2) the annual carrying cost of a standard forty (40) foot joint use pole.

13. Licensee shall secure authority to erect and maintain its facilities within public streets, highways and other thoroughfares, and shall secure any necessary consent from state

or municipal authorities or from the owners of the property upon which the poles are located to construct and maintain Licensee's facilities thereon.

14. The Licensee shall pay to Licensor, for attachments made to poles under this agreement, a rental at an annual rate that will be calculated in accordance with the calculations set forth in Exhibit "C" based on the most recent available FERC Form I data. Said rental shall be payable annually, in advance, on the first day of January of each year. Licensor shall pay Licensee interest for rent charged in excess of that which is actually due when final FERC Form I data becomes available. Said interest shall be paid at eighteen percent (18%) per annum. Upon written notice to Licensor, Licensee may pay Licensor equal quarterly installments due January 1, April 1, July 1, and October 1. Repeated late payments will subject Licensee to a requirement that payments be made on an annual basis. Delinquent payments will subject Licensee to a late fee as stipulated in Exhibit D.

15. Licensee shall exercise precautions to avoid damage to facilities of Licensor and of others supported on said poles and hereby assumes all responsibility for any and all loss for such damage. Licensee shall make an immediate report to Licensor of the occurrence of any damage and hereby agrees to reimburse Licensor for the expense incurred in making repairs.

16. Licensee shall specifically and adequately warn each and every employee of Licensee or Licensee's contractors or agents of the danger inherent in making contact with the electrical

conductors of Licensor, or of coming closer to same than permitted by the NESC or OSHA, before such employee is permitted to perform any work on or near any facilities belonging to Licensor.

17. Licensee and Licensor recognize that there are certain risks inherent in placing cable communications facilities in proximity to electric transmission lines. Licensee hereby expressly and specifically assumes all such risks and releases and agrees to indemnify and hold Licensor harmless from and against any and all Claims resulting directly or indirectly, in whole or in part, from electrical contact with the cable communications facilities or any part thereof, including without limitation any such electrical contact resulting from the sole negligence of Licensor. Licensor hereby releases and agrees to indemnify and hold Licensee harmless from and against any and all Third Party Claims resulting from electrical contact due to the sole negligence of Licensor.

18. Should Licensee make more than one attachment for a period of three (3) months or more, except as where delayed by regulatory proceedings, Licensee will be billed in full for each attachment exceeding one. One attachment is defined as one (1) foot - six (6) inches above and below attachment - and only one (1) through hole at that location.

19. A. For purposes of this Section and as used herein, the terms set forth below shall be defined as follows:

(1.) Claim - The term "Claim" includes any liability, loss, damage, claim or cause of action of any kind or nature

(including without limitation damage to property and injury to or death of persons), whether actual or alleged, or payment of any sum or sums of money to any entity or person whomsoever and any expenses connected therewith (including without limitation litigation costs and reasonable attorney fees).

(2.) Employee - The term "Employee" includes any employee of a party or of any contractor or agent of such party.

(3.) Negligence - Except as limited by express language, the term "Negligence" includes sole, joint or concurring negligence of whatever kind, including without limitation, negligence of a party or its employees, contractors or agents or the employees of such contractors or agents, and regardless of whether there is concurring negligence on the part of some third party.

(4.) Personal Injury - The term "Personal Injury" includes any injury to or death of any natural person.

(5.) Third Party Claim - A "Third Party Claim" is a Claim (as defined in subsection A.1 of this Section) asserted against one or both of the parties hereto by a person or entity other than the parties and their employees, contractors and agents and the employees of their contractors and agents.

B. Licensee shall indemnify Licensor and hold it harmless from and against Claims arising out of any Personal Injury to any Employee of Licensee, including without limitation any such Claim which is caused in whole or in part by the Negligence of Licensor. Throughout the Term of this Agreement, Licensee shall maintain

sufficient insurance coverage to protect Licensor from Claims as provided in this subsection.

C. Licensor shall indemnify Licensee and hold it harmless from and against Claims arising out of any Personal Injury to any Employee of Licensor, including without limitation any such Claim which is caused in whole or in part by the Negligence of Licensee. Throughout the Term of this Agreement, Licensor shall maintain sufficient self-insurance coverage to protect Licensee from Claims as provided in this subsection.

D. Licensee shall indemnify Licensor and hold it harmless from and against Third Party Claims in any way attributable to or arising out of this agreement and/or Licensee's use of Licensor's poles and facilities and/or premises, and excepting only those situations where the Third Party Claim has been caused by reason of the sole negligence on part of Licensor. Throughout the term of this Agreement, Licensee shall maintain sufficient insurance coverage to protect Licensor from Claims as provided in this subsection.

E. Licensee shall indemnify and hold harmless Licensor from and against any penalties, fines or forfeitures imposed by a governmental authority or expenses associated therewith (including without limitation litigation costs and reasonable attorney fees) arising out of any failure or refusal by Licensee or any customer of Licensee to comply with any law, statute, regulation, rule, ordinance, order, injunction, writ, decree or award of any government or political subdivision thereof, or any agency,

authority, bureau, commission, department or instrumentality thereof, or any court, tribunal or arbitrator, applicable to the furnishing or use of cable communications services.

F. In the event that either party hereto (referred to in this subsection as the "Indemnitor") shall fail or refuse following the request of the other party (referred to in this subsection as the "Indemnatee") to indemnify the Indemnatee as provided in this Section or to assume the defense of an action or claim covered by this Section, and such failure or refusal subsequently is determined to have been without a reasonable basis in law or fact, then (in addition to the indemnification obligation set forth in this Section) the Indemnitor shall be liable to the Indemnatee for liquidated damages in an amount equal to twenty-five percent (25%) of the amount for which the Indemnitor is otherwise liable to the Indemnatee pursuant to this Section in order to compensate the Indemnatee for the time expended by its officers and employees in connection with the defense of the Claim for which indemnification was requested by the Indemnatee. Any failure by Licensor or Licensee to comply with indemnity and insurance requirements shall constitute default.

G. Nothing in the foregoing subsections of this Section shall be construed to require one party to this Agreement to indemnify the other party to this Agreement for any cost or expense that is to be borne by such other party pursuant to any provision of this Agreement other than the provisions of this Section.

H. All Claims that are asserted against the parties jointly or which may affect both parties shall be dealt with by the parties jointly acting in good faith, including settlement negotiations. If a claimant desires to settle upon terms acceptable to one party but not to the other, the party desiring to settle may do so, provided only that the settlement is reasonable and is entered into in good faith, without in any way prejudicing or affecting any of the settling party's rights to indemnification under any provision of this Section.

20. Licensee may at any time remove its attachments from any pole or poles of Licensor, but shall immediately give Licensor written notice of such removal. No refund of any rental will be due on account of such removal.

21. Upon notice from Licensor to Licensee that the use of any pole or poles is forbidden by municipal authorities, judicial notice or property owners, the permit covering the use of such pole or poles shall immediately terminate, and the cables, wires and appliances of Licensee shall be removed at once from the affected pole or poles. Licensee may leave said cables, wires and appliances on poles for a period not to exceed twelve (12) months pending resolution of the matter. Licensee shall indemnify Licensor during this period subject to the terms and conditions of this Agreement.

22. If Licensor requests transfer of existing facilities, Licensor shall give Licensee notice by electronic notification through the pole transfer system provided by the Georgia Utility

Protection Center. Licensee shall have sixty (60) days to make said transfer. If, at the expiration of such period, the Licensor shall have no attachments on such pole but the Licensee shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the Licensee, and the Licensee shall save harmless the former Licensor of such pole from obligation, liability, damage, cost, expenses or charges incurred thereafter, because of, or arising out of, the presence or condition of such pole or of any attachments thereon, regardless of any negligence claimed on the part of Licensor; and shall pay the Licensor a sum equal to the then value in place of such abandoned pole or poles, or such other equitable sum as may be agreed upon between the parties.

23. If Licensee shall fail to comply with any of the provisions of this agreement, including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from Licensor to correct such default or non-compliance, Licensor may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or non-compliance shall have occurred.

24. Bills for expenses and other charges under this agreement shall be payable within thirty (30) days after presentation. All undisputed charges shall be due on time and any disputed charge is subject to an eighteen percent (18%) per annum interest charge including any disputed portion that is ultimately due.

25. Failure to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

26. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Licensor, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and Licensor shall have the right to continue and extend such rights and privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements. Licensee shall have the same rights and privileges accorded other Licensees by contract or otherwise. The attachment privileges herein granted shall be non-exclusive and the Licensor shall have the right in its sole discretion to grant attachment privileges of any sort to any person, firm or corporation. Nothing herein contained shall be construed to compel Licensor to arbitrate disputes among Licensees as to who has a superior claim.

27. Licensee shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of Licensor, which shall not be unreasonably withheld.

28. Except as provided in Section 22, no use, however extended, of Licensor's poles under this agreement shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights therein shall be and remain a mere license.

Nothing herein contained shall be construed to compel Licensor to maintain any of said poles for a period longer than demanded by its own service requirements.

29. This agreement shall become effective upon its execution and if not otherwise terminated, shall continue in effect for five (5) years, and thereafter, until either party gives six (6) months written notice. Upon termination of the agreement in accordance with any of its terms, Licensee shall immediately remove its cables, wires and appliances from all poles of Licensor. If not so removed, Licensor shall have the right to remove them at the cost and expense of Licensee and without any liability therefor.

30. Licensee shall furnish bond or satisfactory evidence of contractual insurance coverage to guarantee the payment of any sums which may become due to Licensor for rentals or for work performed for the benefit of Licensee under this agreement, including the removal of attachments upon termination of this agreement by any of its provisions. The amount of the contractual insurance coverage is subject to be increased or decreased whenever, in the judgment of the Licensor, such action is deemed advisable from the standpoint of protecting the payments due Licensor as set forth above. Licensee shall abide by the terms and conditions set forth in Appendix 1 as to requirements for pole attachment bond and insurance.

31. In the event of controversies and disputes which may arise in connection with this Pole Attachment Agreement, Licensee shall bear all legal costs incurred, including Licensor's

attorney's and witness fees, when and if said controversies and disputes are settled in favor of Licensor. Licensor shall bear all legal costs incurred, including Licensee's attorney's and witness fees, when and if said controversies and disputes are settled in favor of Licensee.

32. All existing pole attachment agreements between the parties hereto are, by mutual consent, hereby abrogated and annulled.

33. Nothing herein shall preclude the parties from preparing such supplemental operation routines or working practices as they mutually agree to be necessary or desirable effectively to administer the provisions of this agreement.

34. Subject to the provisions of Section 27, this agreement shall extend to and bind the successors and assigns of the parties hereto.

35. Upon the expiration or termination of Licensee's franchise to operate its business, this agreement shall be of no further effect and the rights of the Licensee shall be thereby terminated. Licensee shall remove any and all attachments remaining on Licensor's poles within 30 days of loss of franchise.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

ATTEST:

Licensee

By:

Its: _____

ATTEST:

GEORGIA POWER COMPANY

By:

Its: _____

H:\wpdocs\POLEATT.AGR

APPENDIX 1

JOINT USE BOND AND INSURANCE REQUIREMENTS

- I. \$25,000 SURETY BOND (In a form similar to and containing those terms and conditions set forth in Exhibit "A" attached hereto.)

Acceptable alternatives to the Surety Bond are:

1. \$25,000.00 Cash Deposit with Licensor
2. \$25,000.00 Certificate of Deposit
3. Irrevocable Letter of Credit

II. INSURANCE PROVISIONS

A. Workers' Compensation and Employer's Liability - Licensee and its subcontractors and all their respective employees, workmen, servants or agents, in the course of its operations, shall comply with all requirements of the Workers' Compensation laws of the state of Georgia.

Licensee shall in addition carry Employer's Liability Insurance covering its operations hereunder and involving any of Licensor's facilities in an amount not less than \$500,000 per person.

B. General Liability and Automobile Insurance - Licensee agrees to carry at its sole expense, General Liability Insurance covering all operations of Licensee hereunder and involving any of Licensor's facilities, in the amounts of not less than \$1,000,000 for all liability arising out of injury to or death of one or more persons in any one occurrence, and not less than \$1,000,000 for all liability arising out of injury to or destruction of property in any

one occurrence. Such insurance shall be specifically endorsed to cover liability assumed by Licensor pursuant to the terms of that certain Joint Use Agreement between Licensor and Licensee dated _____.

Licensee agrees to carry, at its sole expense, Automobile Liability Insurance on all automobiles owned and hired, as well as automobile non-ownership liability insurance, in the amounts of not less than \$1,000,000 for all liability arising out of injury to or death of one or more persons in any one occurrence, and not less than \$1,000,000 for all liability arising out of injury to or destruction of property in any one occurrence.

C. Such insurance, per Section II B above, shall include Licensor as a Named Insured so as to provide first party and first dollar coverage to Licensor for any liability, including cost of defense incurred by Licensor as a result of or in any way arising out of or connected with any activity or operation of Licensee hereunder involving its exercise of any right or privilege pursuant to this License, specifically including claims by employees or contractors of Licensee.

D. Upon request, Licensee shall furnish Licensor certificates of the insurance required in the above sections, which shall be in a form satisfactory to Licensor. Such certificates shall contain a cancellation provision (shown in the attached Exhibit "B") which provides that

thirty (30) days written notice, by registered or certified mail, shall be given to Licensor prior to cancellation of or material change in the coverage.

E. All such insurance required above shall provide coverage for occurrence arising from Licensee's operations pursuant to the joint use agreement and for a period of two (2) years after Licensee has ceased use of Licensor's facilities. In the event that any insurance as required herein is available only on a "claims-made" basis, such insurance shall provide for a retroactive date not later than the effective date of the pole attachment agreement. If the purchase of an "optional extension period", "optional claims reporting period" or other similarly titled clause is necessary to maintain coverage as required hereunder, such clause shall provide coverage for all occurrences as required herein, aggregate limits of such insurance be reinstated to the full extent permitted by such insurance policy and shall provide coverage for all claims made during the period of Licensee's use of Licensor's facilities and thereafter as required above. The limits of liability of such insurance as required herein shall remain unimpaired to the full extent permitted by such insurance policy, and Licensee shall execute all procedures necessary to remove any such impairment.

Failure of Licensee to provide insurance as herein required or failure of Licensor to require evidence of

insurance or to notify Licensee of its breach of any of the requirements of this paragraph shall not be deemed to be a waiver by Licensor of any of the terms and conditions of the joint use agreement, nor shall they be deemed to be a waiver of the obligations of Licensee to defend, indemnify, and hold harmless Licensor as required herein. All insurance as required herein shall be primary to any other insurance coverage purchased and shall be issued by an insurance company licensed to do business in the State of Georgia and shall have a Best's Rating of not less than "A" and a net surplus of not less than \$25,000,000. Licensee's obligation to provide for the continuation of such insurance shall survive termination of Licensee's use of Licensor's facilities.

F. The above insurance requirements are minimum requirements and shall not limit Licensee's liability to Licensor in any manner.

APPENDIX 2

Form of Bond For Joint Use Agreements

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, hereinafter called Principal, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto Georgia Power Company, Atlanta, Georgia, hereinafter referred to as the Company, in the penal sum of Twenty-Five Thousand and No/100th Dollars (\$25,000.00), lawful money of the United States of America, to the payment of which well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal executed an agreement on the _____ day of _____, 19____, the rights and duties of which shall become fully binding and effective only upon the date of execution by the Company (Company's execution being conditioned upon Principal satisfying certain financial responsibility requirements established by the Company, of which this surety agreement is a part), whereby the Company will permit the Principal to attach its lines to the poles of the Company in a specified territory, which agreement is by reference made a part hereof and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if, after full execution of the Agreement by both Principal and Company, Principal (and its successors and assigns if prior approval of the transfer of the Agreement to the successors

and/or assigns is given by the Company) shall in all particulars faithfully and promptly perform, fulfill and keep each and all of the terms, covenants and conditions of the Agreement, including, but not limited to, the payment of all amounts due to Company for rentals, fees, and all work performed and expenses incurred under the terms and conditions of the Agreement, which on the part of said Principal ought to be performed, fulfilled and kept according to the true meaning and intent of the Agreement, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The initial term of this obligation is one (1) year from and including the date of execution hereof and this obligation shall not be cancelled, altered or modified by Surety during said one (1) year term or any part thereof after Principal has made attachments under the terms of the Agreement; and this obligation shall be automatically renewed for successive one (1) year terms without limit on the number of such terms unless Surety gives Company, by certified or registered mail, written notice of its intent to cancel, alter or modify this obligation not less than sixty (60) days prior to the end of the initial or any succeeding term of this obligation; provided, in the event Principal makes its first attachment under the terms of the Agreement more than eighteen (18) months after the execution of this obligation, then the initial term of this obligation shall be extended so that it shall not end until one (1) year from the date Principal makes such first attachment.

IN WITNESS WHEREOF, the Principal and Surety have hereunto
set their hands and seals this the _____ day of _____,
19__.

Principal

(SEAL)

By: _____
President

(SEAL)

Surety

By: _____
Title

APPENDIX 3

AGREEMENT NOT TO CANCEL WITHOUT NOTIFICATION TO:

Georgia Power Company

It is agreed that in the event of the intended cancellation or termination of this policy or an intended reduction of the coverages of this policy, or any other intended action by the insurer that has the effect of limiting or reducing the scope and extent of the coverages of this policy, the insurer shall, by certified or registered letter, or letter delivered by messenger, mail or deliver written notice of such intended action or actions to the Insured and to Georgia Power Company, 333 Piedmont Avenue, Atlanta, Georgia 30308 and the Insurer shall not thereafter take such intended action or actions until thirty (30) days after the latest date shown on the return receipts of the registered or certified letters of notification, or until thirty (30) days after the latest acknowledged date of receipt of the letters of notification delivered by messenger.

EXHIBIT "A"

APPLICATION AND PERMIT

Date: _____

In accordance with the terms of the CATV Pole Attachment Agreement dated _____, application is hereby made for _____ (Licensee) to make attachments to the following poles as described below:

Number of Poles Attached _____

Location(s): _____

Additional Information, if needed: _____

BY: _____

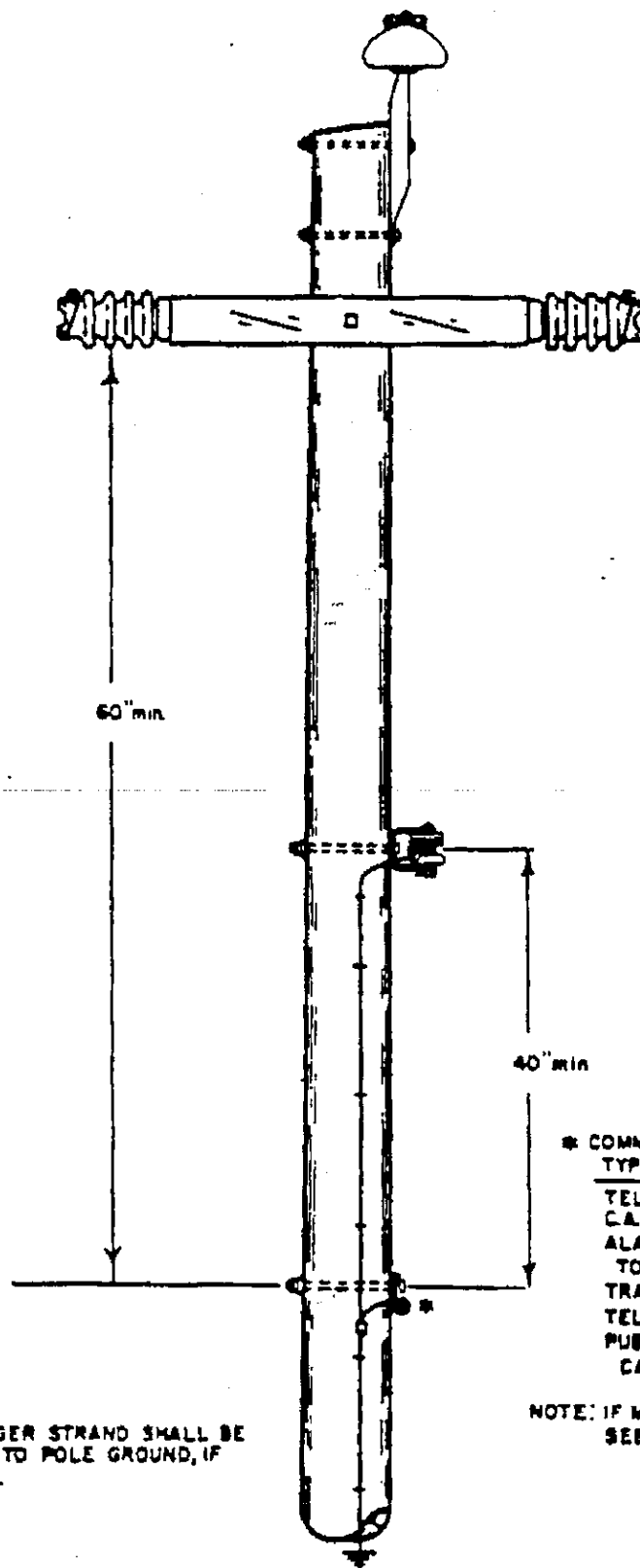
Title: _____

The permit to attach to the above mentioned poles is hereby granted _____, 19 ____, subject to the terms of the Pole Attachment Agreement.

GEORGIA POWER COMPANY

BY: _____

Title: _____



POWER NEUTRAL OR
SECONDARY CONDUCTOR OF
NOT MORE THAN 750 VOLTS
TO GROUND

40" min

60" min

* COMMUNICATION / SIGNAL
TYPE ATTACHMENT

TELEPHONE CABLE
CATV CABLE
ALARM CABLE (FIRE, POLICE, WATER
TOWER LEVEL, ETC.)
TRAFFIC SIGNAL CONTROL CABLE
TELEGRAPH CABLE
PUBLIC OR PRIVATE COMMUNICATION
CABLE.

NOTE: IF MORE THAN ONE CABLE EXISTS
SEE SPEC PAGE NO. 23

MESSANGER STRAND SHALL BE
BONDED TO POLE GROUND, IF
PRESENT.

SINGLE COMMUNICATION / SIGNAL TYPE ATTACHMENT

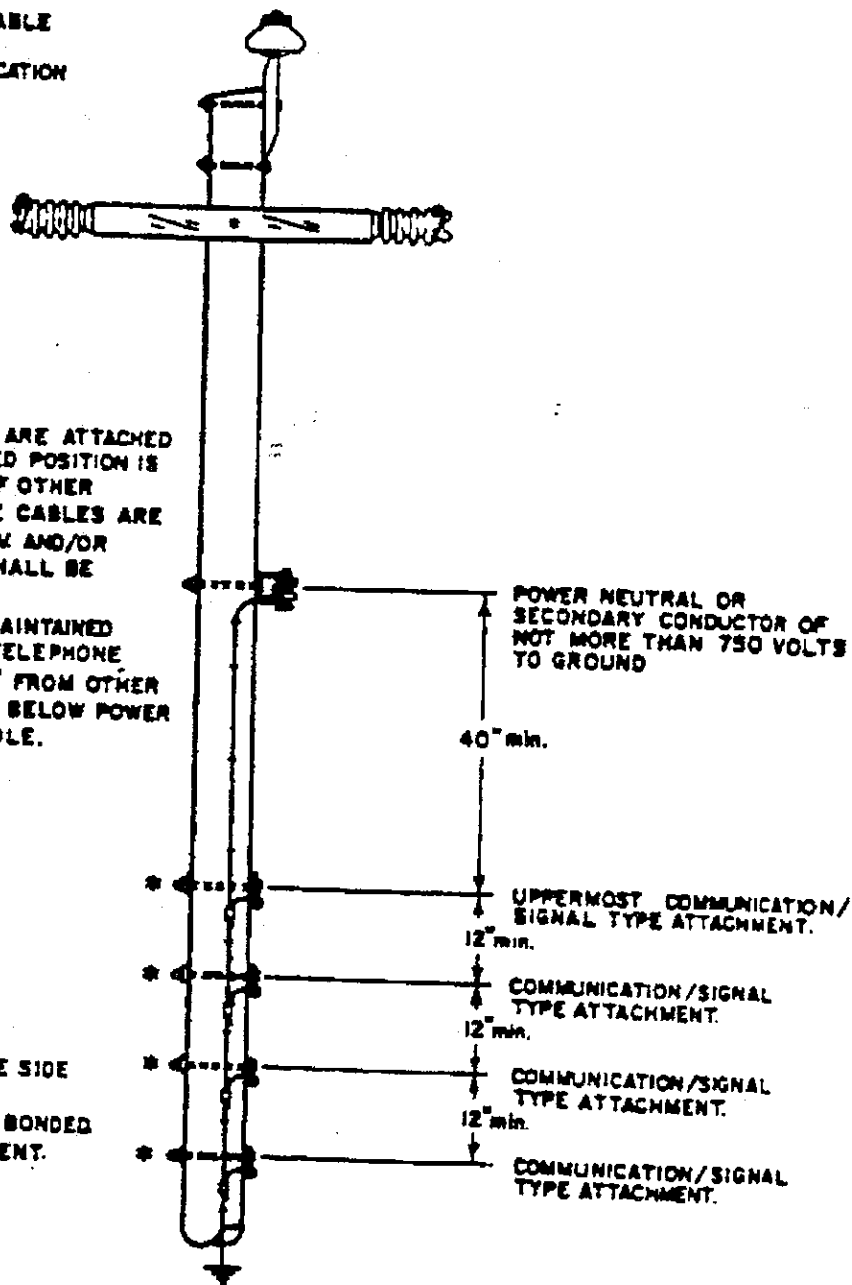
DRAWN BY <u>JAT</u>	DATE <u>2-1-85</u>	REVISIONS	GEORGIA POWER COMPANY
TRACED BY <u>JAT</u>	SCALE <u>NONE</u>		
APPROVED <u>CEB</u>			EXHIBIT B-1

* COMMUNICATION/SIGNAL
TYPE ATTACHMENT

TELEPHONE CABLE
C.A.T.V. CABLE
ALARM CABLE (FIRE, POLICE, WATER
TOWER LEVEL, ETC.)
TRAFFIC SIGNAL CONTROL CABLE
TELEGRAPH CABLE
PUBLIC OR PRIVATE COMMUNICATION
CABLE

NOTE: WHEN C.A.T.V. AND TELEPHONE ARE ATTACHED
TO POLE, C.A.T.V.'S PREFERRED POSITION IS
ABOVE TELEPHONE (12" min.). IF OTHER
COMMUNICATION/SIGNAL TYPE CABLES ARE
ATTACHED TO POLE WITH C.A.T.V. AND/OR
TELEPHONE, THEIR POSITION SHALL BE
MUTUALLY AGREED UPON.
12" min. SPACING SHOULD BE MAINTAINED
BETWEEN CABLES C.A.T.V. AND TELEPHONE
DROPS CAN BE LESS THAN 12" FROM OTHER
CABLES. DROPS SHALL BE 40" BELOW POWER
NEUTRAL OR SECONDARY AT POLE.

ALL CABLES SHALL BE ON SAME SIDE
OF POLE.
MESSENGER STRAND SHALL BE BONDED
TO THE POLE GROUND, IF PRESENT.



MULTIPLE COMMUNICATION/SIGNAL TYPE ATTACHMENTS

DRAWN BY JAT

DATE 2-1-85

REVISIONS

TRACED BY JAT

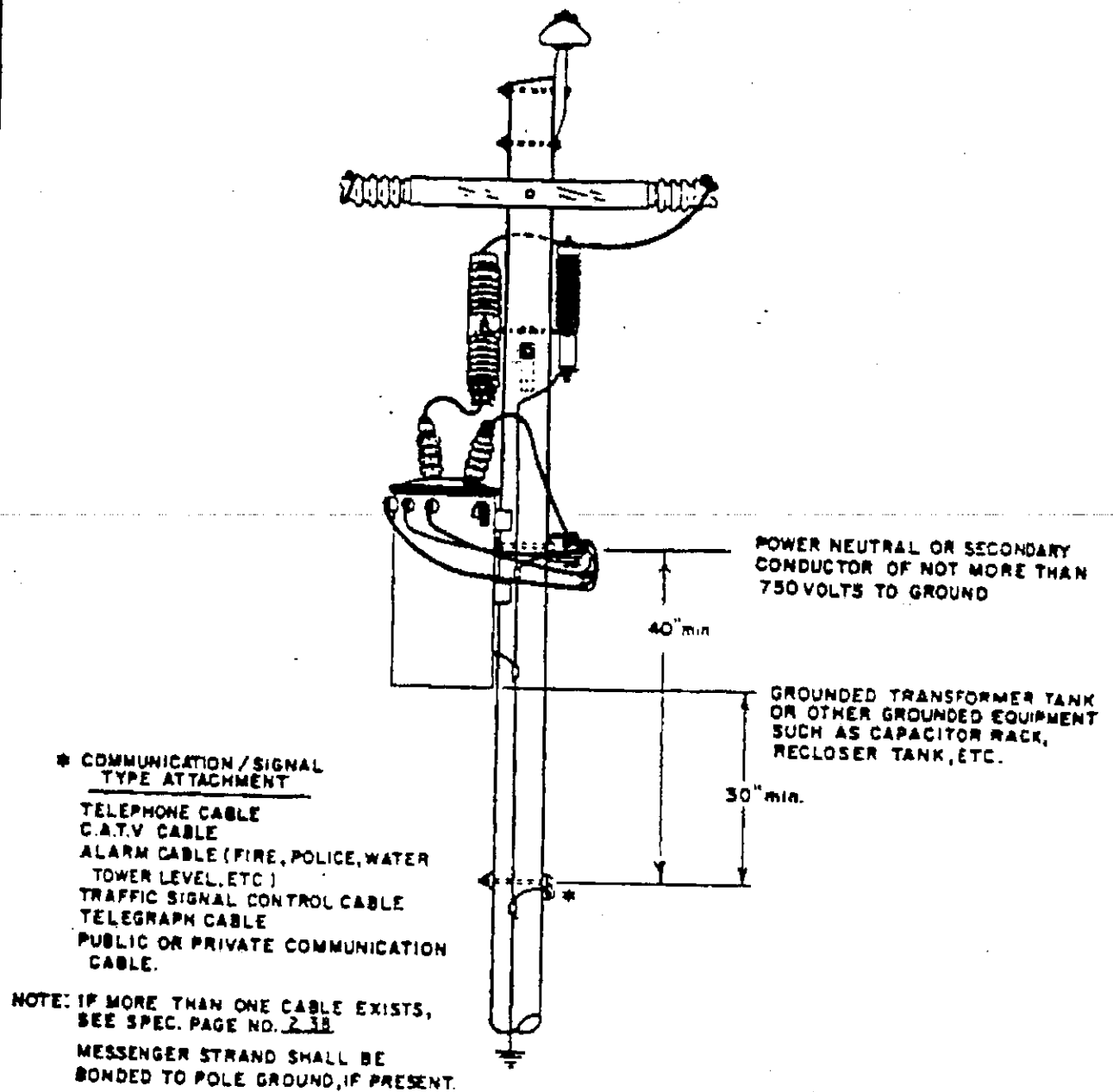
SCALE NONE

APPROVED

[Signature]

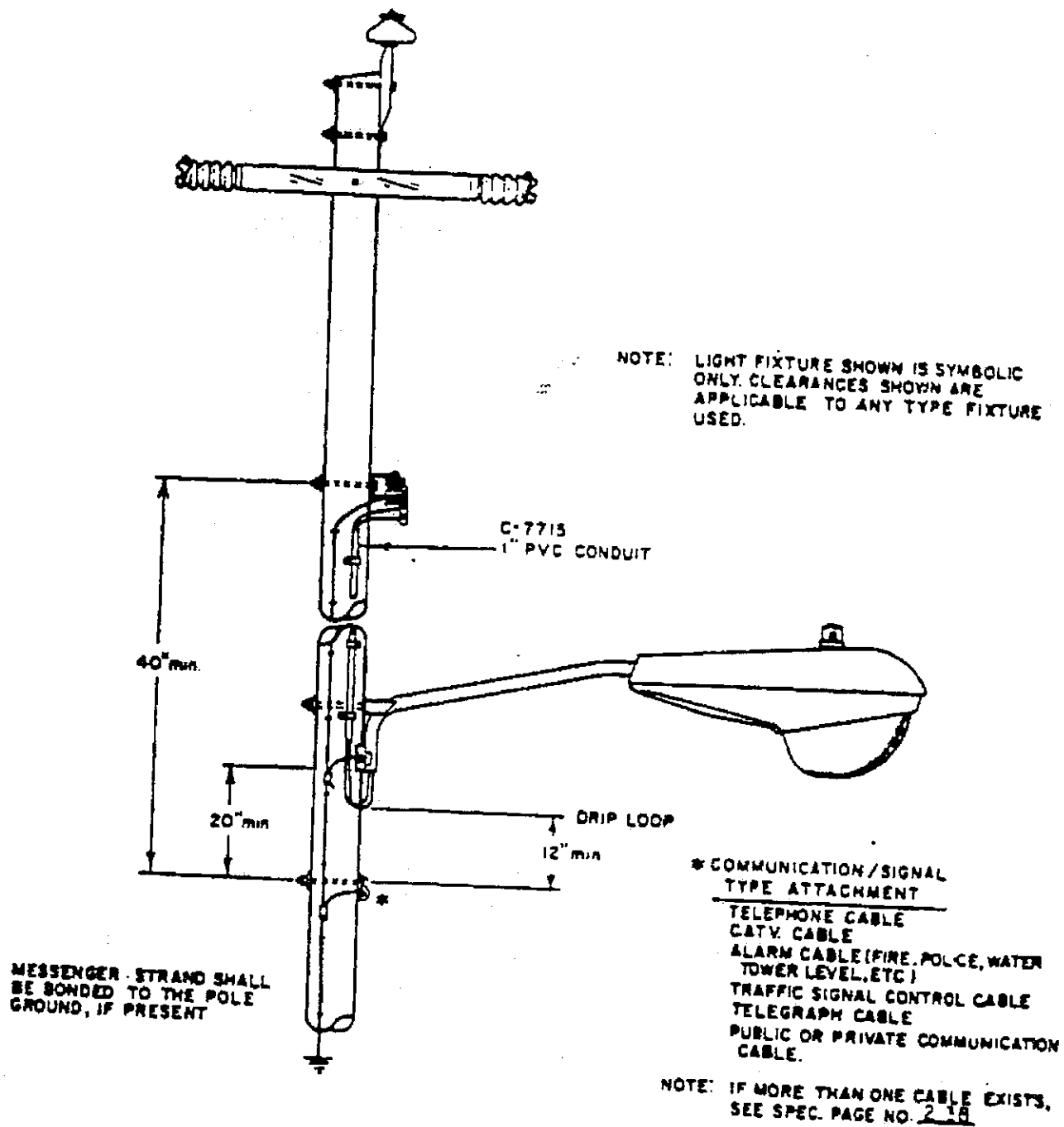
GEORGIA POWER COMPANY

EXHIBIT B-2



COMMUNICATION/SIGNAL TYPE ATTACHMENT CLEARANCE FROM TRANSFORMER OR OTHER GROUNDED EQUIPMENT

DRAWN BY JAT	DATE 2-1-85	REVISIONS	GEORGIA POWER COMPANY
TRACED BY JAT	SCALE NONE		EXHIBIT B-3
APPROVED <i>[Signature]</i>			

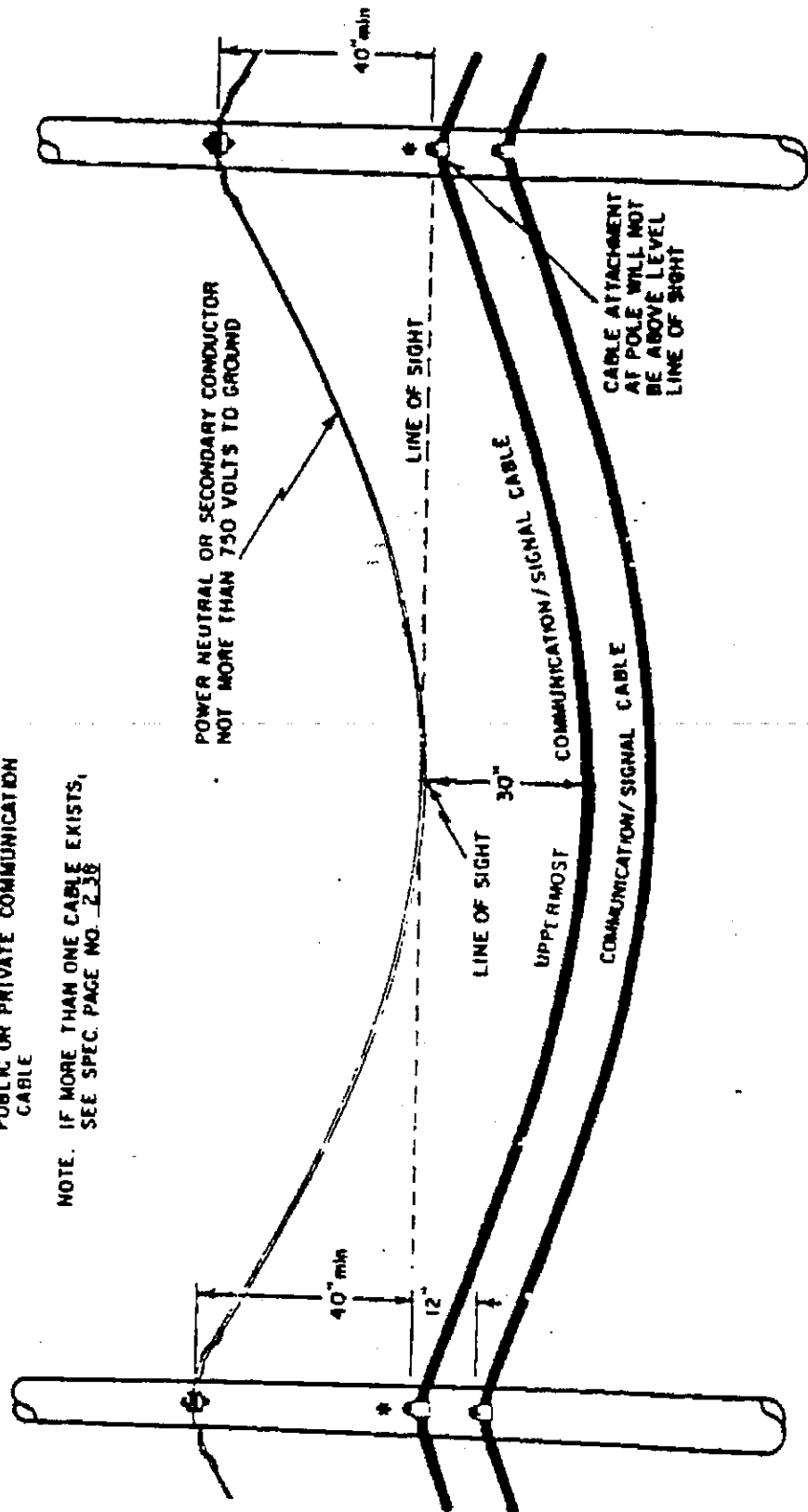


COMMUNICATION/SIGNAL TYPE ATTACHMENT CLEARANCE FROM OUTDOOR LIGHT

DRAWN BY <u>JAT</u>	DATE <u>2-1-85</u>	REVISIONS	GEORGIA POWER COMPANY
TRACED BY <u>JAT</u>	SCALE <u>NONE</u>		EXHIBIT B-4
APPROVED <u>CC [Signature]</u>			

* COMMUNICATION/SIGNAL TYPE ATTACHMENT
 TELEPHONE CABLE
 CATV CABLE
 ALARM CABLE (FIRE, POLICE, WATER
 TOWER LEVEL, ETC.)
 TRAFFIC SIGNAL CONTROL CABLE
 TELEGRAPH CABLE
 PUBLIC OR PRIVATE COMMUNICATION
 CABLE

NOTE. IF MORE THAN ONE CABLE EXISTS,
 SEE SPEC. PAGE NO. 2.38

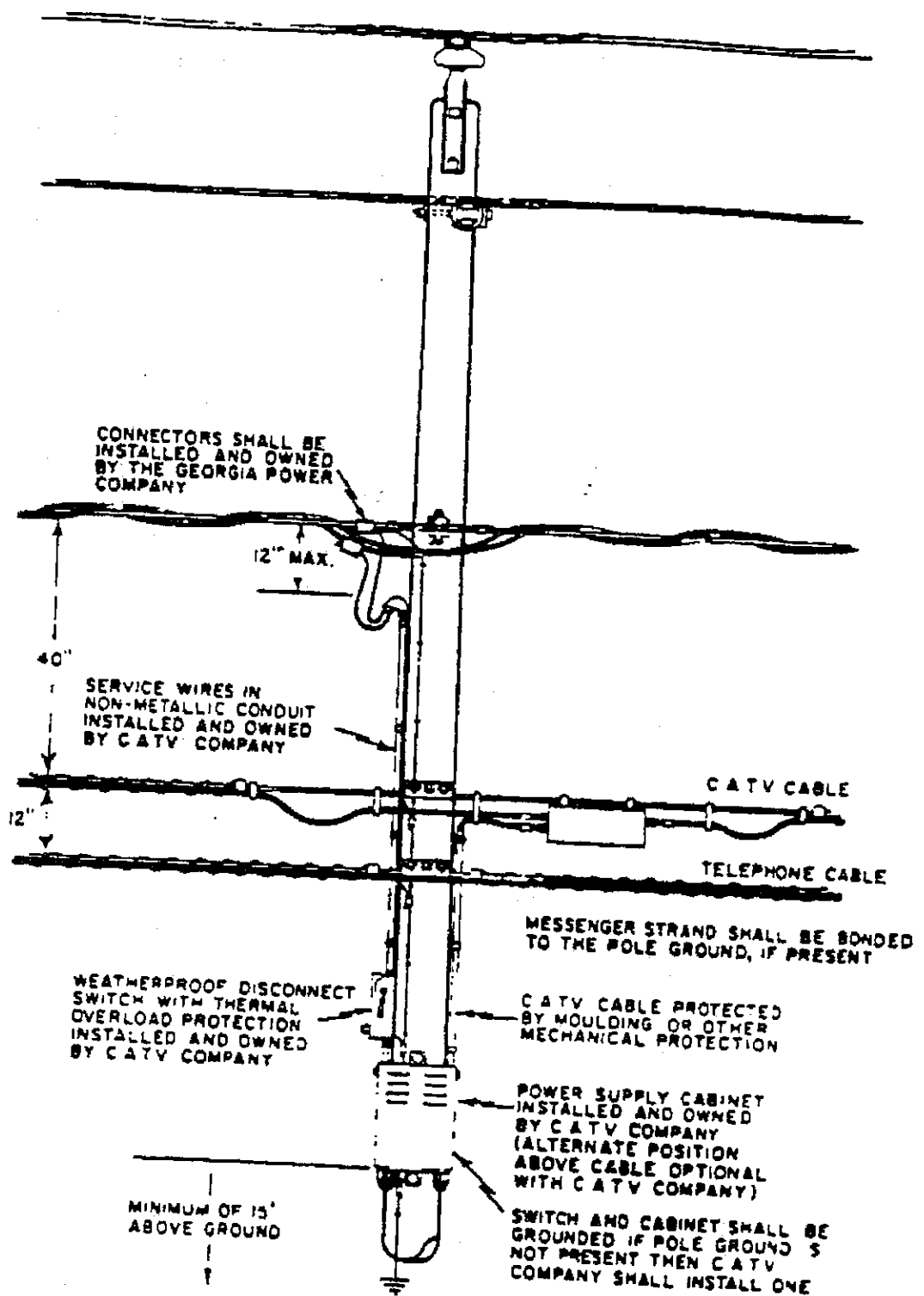


COMMUNICATION/SIGNAL TYPE ATTACHMENT
 CLEARANCE MID-SPAN

DRAWN BY JAT
 TRACED BY JAT
 APPROVED C. C. [Signature]
 DATE 7-1-25
 SCALE NONE

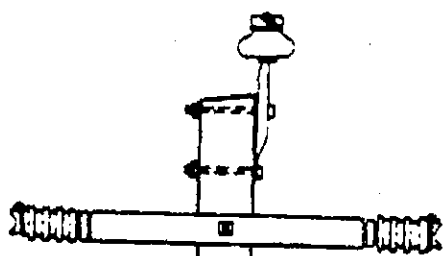
REVISIONS

GEORGIA POWER COMPANY
 EXHIBIT B-5

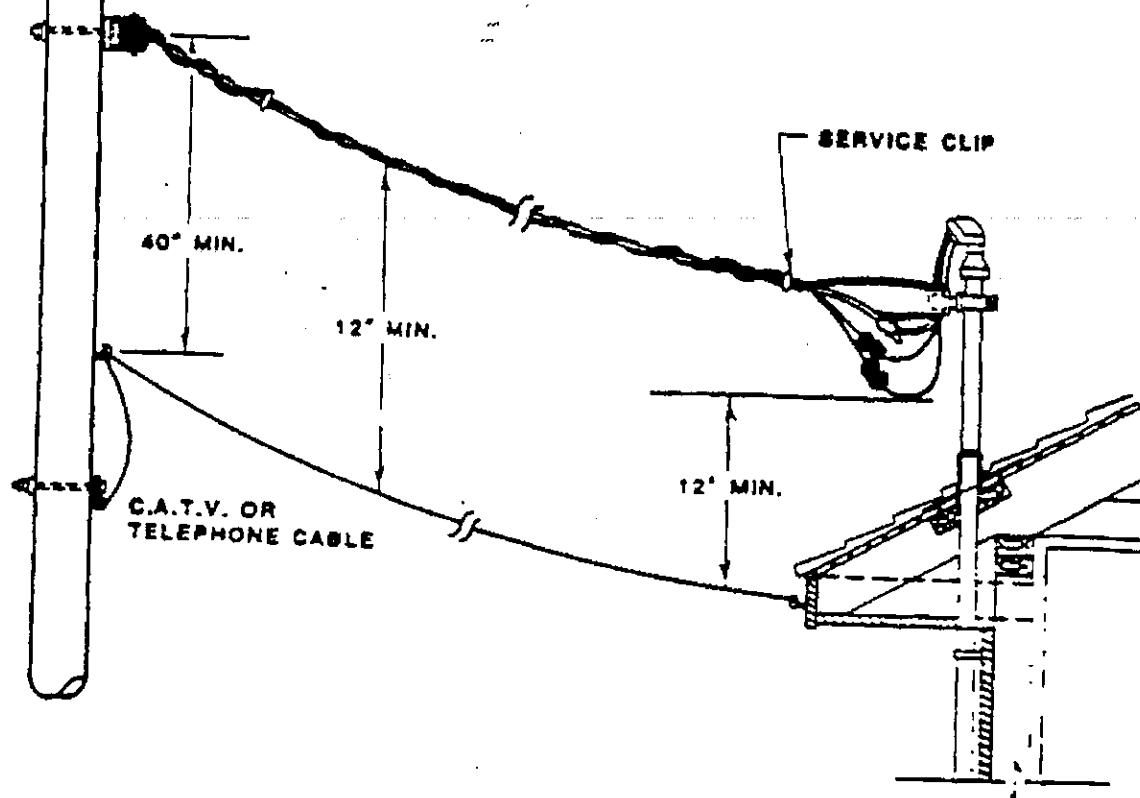


COMMUNICATION/SIGNAL TYPE ATTACHMENT C.A.T.V. POWER SUPPLY INSTALLATION

DRAWN BY <u>J.A.</u>	DATE <u>2-1-65</u>	REVISIONS	GEORGIA POWER COMP EXHIBIT B-
TRACED BY <u>J.A.</u>	SCALE <u>AS SHOWN</u>		
APPROVED <u>[Signature]</u>			



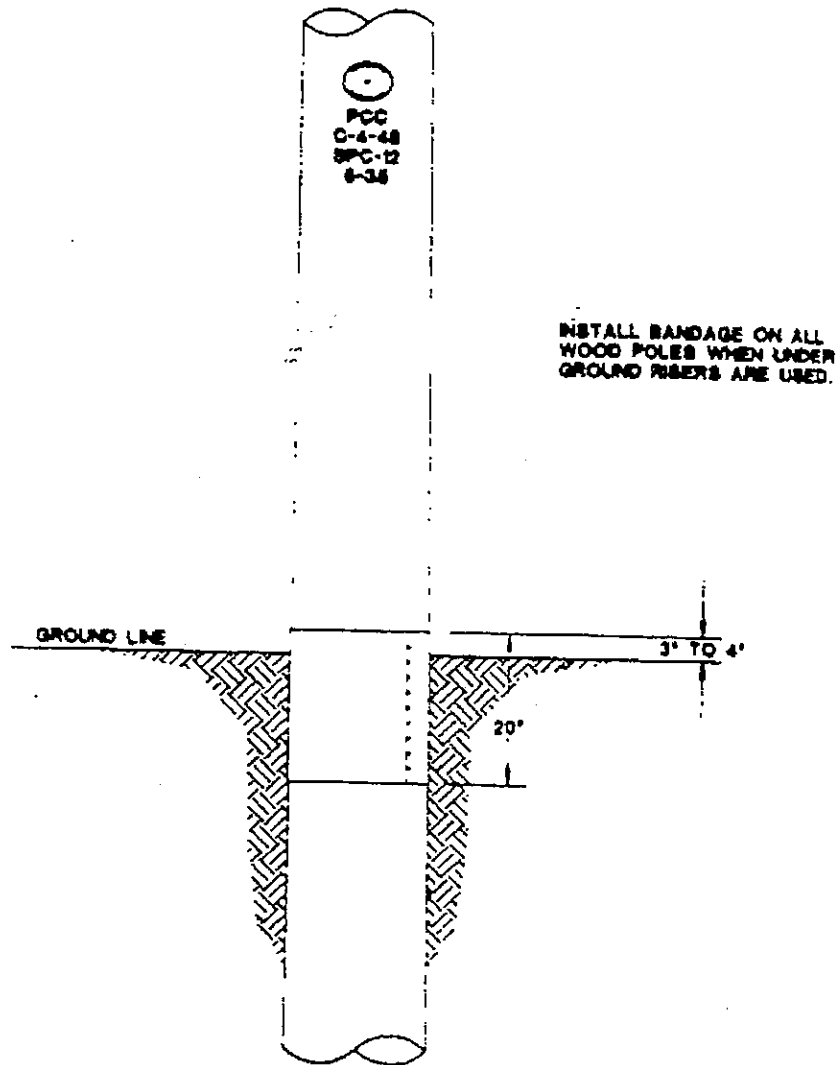
NOTE: POWER NEUTRAL OR SECONDARY
CONDUCTOR NOT MORE THAN
750 VOLTS TO GROUND.



COMMUNICATION/SIGNAL TYPE ATTACHMENT CLEARANCE-SERVICE DROP

DRAWN BY <u>L.P.J.</u>	DATE <u>2-1-85</u>	REVISIONS <u> </u>	GEORGIA POWER COMPANY
TRACED BY <u>L.P.J.</u>	SCALE <u>NONE</u>	<u> </u>	EXHIBIT B-7
APPROVED <u> </u>		<u> </u>	

C.A.T.V. COMPANIES



INSTALL BANDAGE ON ALL
WOOD POLES WHEN UNDER
GROUND TUBES ARE USED.

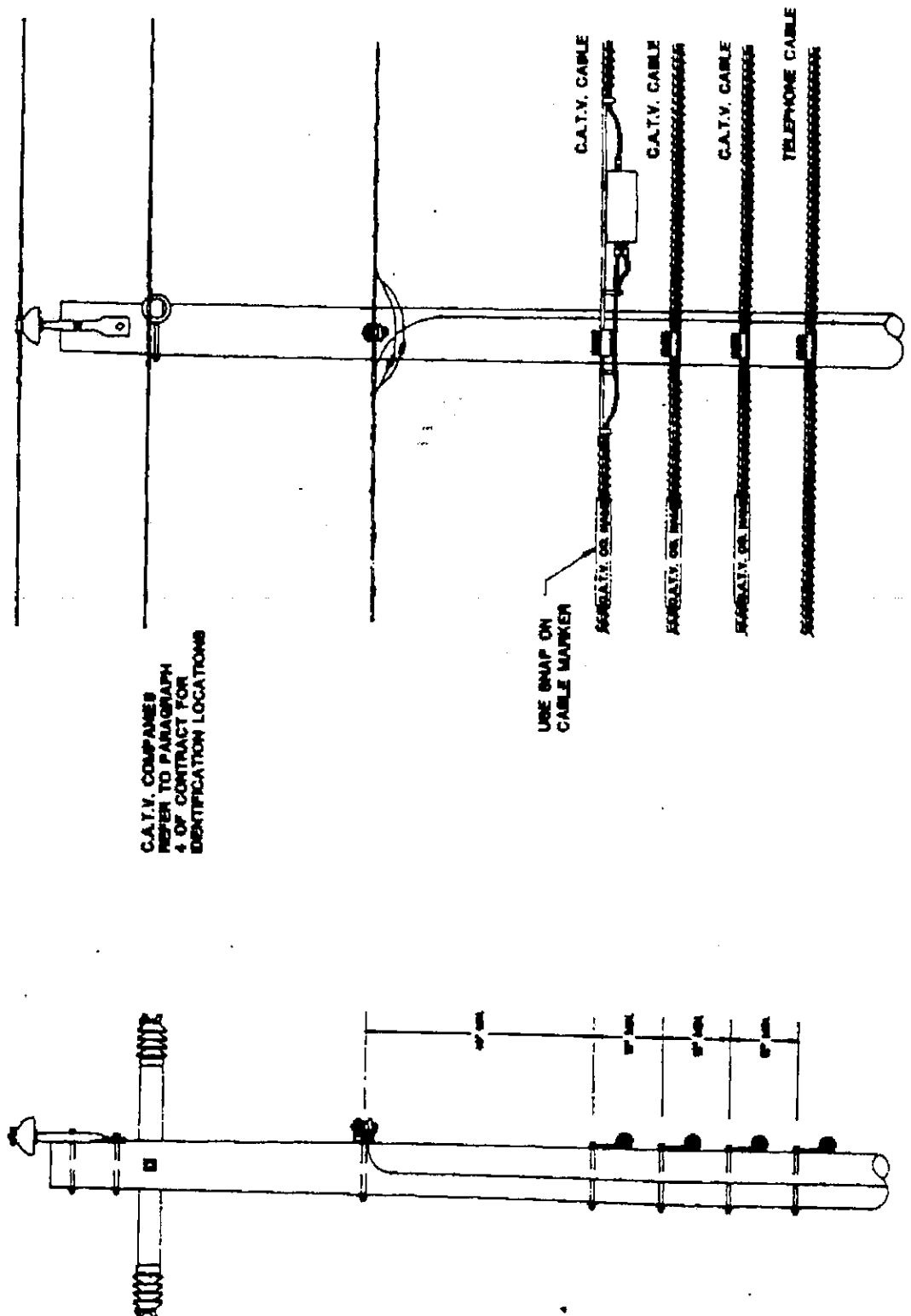
PRESERVATIVE BANDAGE FOR WOOD POLE

DRAWN BY DAR
TRACED BY DAR
APPROVED _____

DATE 11-27-68
SCALE _____

REVISIONS

GEORGIA POWER COMP
EXHIBIT B-



CATV COMPANIES
REFER TO PARAGRAPH
4 OF CONTRACT FOR
IDENTIFICATION LOCATIONS

USE SNAP ON
CABLE MARKER

CATV. CABLE

CATV. CABLE

CATV. CABLE

TELEPHONE CABLE

IDENTIFICATION OF CATV CARRIERS

DRAWN BY BAR DATE 11-27-88
 TRACED BY BAR SCALE _____
 APPROVED _____

REVISIONS _____

GEORGIA POWER COMPANY

EXHIBIT B-9

CATV MAKE-READY AND INSPECTION CHARGE

BACKGROUND

Cost Accounting Research has investigated the feasibility of billing CATV operators and initial make-ready and inspection charge for future pole attachments and recommends that this procedure be implemented. This charge will recover costs incurred by district engineers to inspect CATV routes prior to, and after construction. Currently, the cost of make-ready and inspection work is not recovered through the FCC attachment rate.

APPLICATION

The hourly charge of \$51.50 is applied to the number of hours, actual or estimated, to perform the work. The resulting amount is billed to the cable operators utilizing a receivable only job order.

CALCULATION

A weighted average hourly salary was calculated for distribution engineers, associates, and field estimators. Job order overheads are applied as follows:

Labor	\$23.90
Fringe Benefits @ 32.60%	7.79
E & S @ 59.98%	13.62
A & G @ 11.60%	2.77
Light Truck - per hour of possession	1.79
Mileage (10 miles @.16)	1.60
TOTAL.....	\$51.50

This cost should be reviewed annually.

POLE COUNT COST

The cost of poles count shall be in accordance with cost shown above or at rate provided for in Georgia Power Company contract for pole counts.

Present Rates .39/pole

Where more than one (1) CATV company or telephone company is attached, cost shall be shared equally between/among the licensees.

COST OF TRANSFERS

These costs are estimated for a Georgia Power Company three-man (3) crew to include lead lineman, lineman, and WTO. It is the intent of Georgia Power Company to recover our average cost. Crews will transfer existing facilities if possible and reconnect bonding wires to the pole ground. We are estimating 15 minutes as an average to do this work.

Cost for Three-Man Crew with Equipment	\$39.00
Materials Required	<u>- 0 -</u>
TOTAL.....	\$39.00

tvj/khm

EXHIBIT CCALCULATIONS USING FERC FORM NO. 1 DATA

Net Cost of a Bare Pole = $\frac{A/C\ 364 \text{ Gross Pole Investment} - \text{Depreciation Reserve (Poles)} \times \text{Accumulated Deferred Income Taxes (Poles)}}{\text{Number of Poles}}$ - .15 of Net Pole Investment**

Depreciation Expense = $\frac{\text{Depreciation Rate for Gross Pole Investment} \times \text{Gross Pole Investment}}{\text{Net Pole Investment**}}$

Administrative Expense = $\frac{\text{Total Administrative and General Expenses}}{\text{Gross Plant Investment - Depreciation Reserve - Accumulated Deferred Income Taxes (Electric Plant)**}}$

Maintenance Expense = $\frac{A/C\ 391 \text{ Investment in A/Cs } 364 + 365 + 369 - \text{Depreciation in A/Cs } 364 + 365 + 369 - \text{Accumulated Deferred Income Taxes Related to A/Cs } 364 + 365 + 369^*}{}$

Normalized Taxes

(Expressed

As a Percentage of Net Plant Investment) = $\frac{A/C\ (408.1 + 409.1 + 409.1 + 410.1 + 411.6) - 411.1}{\text{Gross Plant - Depreciation Reserve - Deferred Income Taxes}^*}$

* In the calculations using FERC Form No. 1 data and FCC Form M data, we are treating deferred taxes as most state commissions do - as a rate base deduction. If the state utility commission includes the reserve for deferred income taxes in the utility's capital structure at zero cost, we would not need to make any further adjustment. See paras. 42 to 48 and note 16. EWETA.

** For purposes of these calculations Net Pole Investment equals Gross Pole Investment minus the Depreciation Reserve Related to Poles minus Accumulated Deferred Income Taxes Related to Poles.

*** For companies which have multiple operations, such as gas, electric and/or nuclear power, the Commission, in calculating the administrative expenses component, utilizes only the investment relating to electric operations. However, in the computation of the taxes component, the total gross plant investment of all of the company's operations is utilized. The taxes paid by the utility generally relate to its entire operations.

EXHIBIT CCALCULATIONS USING FCC FORM N DATA

Net Cost of a Bare Pole = $\frac{\text{A/C 241 Gross Pole - Depreciation - Investment Reserve (Poles)}}{\text{Number of Poles}}$ $\frac{\text{Accumulated Deferred Income - .05 of Net Pole Taxes (Poles)* Investment**}}{\text{Number of Poles}}$

Depreciation Expense = $\frac{\text{A/C 608 Depreciation Rate for Gross Pole Investment}}{\text{Gross Pole Investment}} \times \frac{\text{Gross Pole Investment}}{\text{Net Pole Investment**}}$

Administrative Expense = $\frac{\text{Total Administrative and General Expenses}}{\text{Gross Plant - Plant Depreciation - Accumulated Deferred Investment Reserve (Acct 171) Income Taxes (Plant) (Acct 176.1)*}}$

Maintenance Expense = Account 607.1**** THIS Acct SHOULD BE 601.1
 Net Pole Investment**

Normalized Taxes (Expressed As a Percentage of Net Plant Investment) = $\frac{\text{A/C (304 - 306 - 307 + 308.1 - 308.2) - 309}}{\text{Gross Plant - Plant Depreciation Reserve - Accumulated Deferred Income Taxes (Plant) (Acct 176.1)*}}$

(601.1)

**** This account relates directly to pole maintenance and no further calculation is necessary. See Group V Cable, Inc. v. Wisconsin Telephone Co., Mined No. 4474 (released May 30, 1984).

APPENDIX B		
ACCOUNT NO	NAME	LOCATION
FERC 304	Pole Towers & Fittings	p. 203, line 39, col. 1
FERC 363	Overhead Conductors	p. 203, line 60, col. 1
FERC 364	Services	p. 203, line 64, col. 1
FERC 393	Maintenance of Overhead Lines	p. 223, line 112, col. 1
FERC 408.1	Taxes Other Than Income Taxes	p. 114, line 11, col. 1
FERC 409.1	Income Taxes - Federal	p. 114, line 12, col. 1
FERC 409.3	Income Taxes - Other	p. 114, line 13, col. 1
FERC 410.1	Deferred Income Taxes	p. 114, line 14, col. 1
FERC 411.1	Deferred Income Taxes (credit)	p. 114, line 15, col. 1
FERC 411.4	Investment Tax Credit (Add)	p. 114, line 16, col. 1
	Depreciation	p. 200, line 22, col. 1
	Total Administrative and General Expenses	p. 223, line 167, col. 1
	Gross Plant Investment	p. 200, line 2, col. 1
	Depreciation Rate for Accounts 363, 364 and 369	p. 336, col. 1
	Investment in Accounts 361, 363 and 364	p. 203, lines 59 & 60 & 61, col. 1
FCC FORM M 100.1	Telephone Plant in Service	p. 12, line 1, col. 1
FCC FORM M 171	Depreciation Reserve	p. 12, line 7, col. 1
FCC FORM M 176.1	Deferred Income Taxes (Addition)	p. 12, line 63, col. 1
FCC FORM M 241	Pole Line Investment	p. 19, Sec. 12A, col. 1
FCC FORM M 304	Investment Credits	p. 19, line 5, col. 1
FCC FORM M 306	Federal Income Taxes	p. 19, line 6, col. 1
	Operating	
FCC FORM M 307	Other Operating Taxes	p. 19, line 7, col. 1
FCC FORM M 308.1	Operating Federal Income Taxes Deferred - Accelerated	
	Tax Depreciation	p. 19, line 8, col. 1
FCC FORM M 308.2	Operating Federal Income Taxes Deferred - Other	p. 19, line 9, col. 1
FCC FORM M 309	Income Credits and Charges Resulting from Prior Deferral of Federal Income Taxes	p. 19, line 10, col. 1
FCC FORM M 408	Depreciation Rate for Account 363	p. 32, Sec. 14C, col. 1
FCC FORM M 401.1	Return for Pole Line	p. 36, Sec. 33, Operating Exp. line 1
	Depreciation Reserve for Account 341	p. 20, Sec. 14B
	Gross Plant Investment	p. 12, Sec. 18, line 1, col. 1
	Total Administrative and General Expenses	p. 27, line 36, col. 1 & p. 27, line 67, col. 1

APPENDIX C

Subpart J of Chapter I of Title 47 of the Code of Federal Regulations is amended to read as follows:

1. The authority citation for Part I continues to read as follows:

Authority: Secs. 4, 303, 48 Stat. 1066, 1082, as amended; 47 U.S.C. 154, 303; Implement. 5 U.S.C. 552, unless otherwise noted. § B

2. Section 1.1402 is amended by revising paragraphs (d) and (e) to read as follows:

Section 1.1402. Definitions

EXHIBIT C

(d) The term "complaint" means a filing by a cable television system operator, a cable television system association, a utility, or an association of utilities alleging that a rate, term, or condition for a pole attachment is not just and reasonable.

(e) The term "complainant" means a cable television system operator, a cable television system association, a utility, or an association of utilities who files a complaint.

3. Section 1.1404 is amended by revising paragraphs (a), (d1), (d2), (g2), (g4), (g5), (g9), (g10), (h) and (i) to read as follows:

Section 1.1404. Complaint

(a) The complaint shall contain the name and address of the complainant, name and address of the respondent, and shall contain a verification (in the form in § 1.721(b)), signed by the complainant or officer thereof if complainant is a corporation, showing complainant's direct interest in the matter complained of. Counsel for the complainant may sign the complaint. Complainants may join together to file a joint complaint. Complaints filed by associations shall specifically identify each utility or cable television company who is a party to the complaint and shall be accompanied by a document from each identified member certifying that the complaint is being filed on its behalf.

(dX1) A statement that the utility uses or controls poles, ducts, or conduits used or designated, in whole or in part, for wire communication; and

(dX2) A statement that the cable television operator currently has attachments on the poles.

(gX2) The investment in crossarms and other items which do not reflect the cost of owning and maintaining poles, if available;

(gX4) The depreciation reserve from the investment in crossarms and other items which do not reflect the cost of owning and maintaining poles, if available;

(gX5) The total number of poles: (i) owned; and (ii) controlled or used by the utility. If any of these poles are jointly owned, the complaint shall specify the number of such jointly owned poles and the percentage of each joint pole or the number of equivalent poles owned by the subject utility;

EXHIBIT D

Repeated late payments subject Licensee to a one and one-half percent (1 1/2%) late fee that will be applied monthly to the outstanding balance.

CERTIFICATE OF SERVICE

I certify that on July 26, 2004, I mailed a copy and e-mailed PDF files of the PacifiCorp PREPARED SUR-REBUTTAL TESTIMONY AND EXHIBITS OF THOMAS JACKSON to:

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