

UTAH POLE ATTACHMENT AGREEMENT

BETWEEN

ROCKY MOUNTAIN POWER,  
A DIVISION OF PACIFICORP

AND

SOUTH CENTRAL COMMUNICATIONS, INC. and  
SOUTH CENTRAL UTAH TELEPHONE ASSOCIATION, INC.

This Pole Attachment Agreement is made and entered into this 23 day of February, 2010, between Rocky Mountain Power, a division of PacifiCorp, a corporation, organized and existing under the laws of the state of Oregon and qualified to do business in the state of Utah, hereinafter "PacifiCorp" or "RMP" and South Central Utah Telephone Association, Inc. and South Central Communications, Inc., corporations organized and existing under the laws of the state of Utah, and qualified to do business in the state of Utah, hereinafter collectively referred to as "South Central," (collectively the "Parties"). The Parties mutually agree that the terms and conditions of this Pole Attachment Agreement, hereinafter "Agreement," and applicable law shall govern the Parties' non-exclusive use of such Poles owned by each Party and located in the state of Utah as each may, upon application, permit the other to use. Both Parties to the Agreement may be referred to as "Pole Owner," "Licensee," "Party," or "Parties."

WITNESSETH

WHEREAS, the Parties are engaged in the business of providing service to customers in certain areas within the state of Utah; and

WHEREAS, South Central Communications, Inc. is a wholly-owned subsidiary of South Central Utah Telephone Association, Inc; and

WHEREAS, the Parties sometimes place and maintain Poles or Pole lines upon or along the same highways, streets or alleys and other public or private places for the purpose of supporting the wires and associated facilities used in their respective businesses; and

WHEREAS, the Parties desire to cooperate in establishing the common use of Poles consistent with and in furtherance of and compliance with the rules and policies of the Public Service Commission of Utah; and

WHEREAS, access to Poles is dependent upon considerations of safety, reliability, capacity, and generally applicable engineering standards.

NOW, THEREFORE, in consideration of the mutual covenants and agreements made and contained herein, the Parties hereby agree as follows:

## **ARTICLE I. DEFINITIONS**

“Agreement” means this Utah Pole Attachment Agreement.

“Application” is an action where Licensee requests permission to add or modify its Attachment(s), or sends notification of its removal of previous Attachment(s). For each Application received, the Owner analyzes the data, updates its records, and responds to Licensee at least once per Application, regarding its approval or acknowledgement of the Application. Refer to Exhibit B for the fees associated with Applications. The cost incurred for Applications are not included in the Carrying Charge of the annual rental rate (Exhibit A).

“Attachment” means Pole Attachment as defined in R746-345-2.E of the Utah Administrative Rules.

“Audit” means a periodic examination of Pole Owner’s Poles occupied by Licensee and any of Licensee’s Attachments or Equipment attached to such Poles for the purpose of i) verifying the presence or location of all Attachments and any other Pole-mounted Equipment of Licensee, or ii) determining whether Licensee is in compliance with the requirements and specifications of Section 3.04 of this Agreement or any other obligation of Licensee under this Agreement.

“Business Days” means days other than a Saturday, Sunday, or state or federal holiday when banks are authorized to be closed.

“Carrying Charge” has the meaning given in R746-345-5.A (2)(a).

“Commission” means the Public Service Commission of Utah.

“Cost Estimate” Estimates may be for actual anticipated costs on each individual piece of work or flat rates when published flat rates for Make-Ready Work from each Party are included in their respective Fee Schedules (Exhibit B). Pole Owner in its sole judgment, reserves the right to choose when flat rates are applicable to proposed Make-Ready Work.

“Distribution Construction Standards” means Pole Owner’s current Published Distribution Construction Standards attached hereto as Exhibit E.

“Electronic Notification System” or “ENS” means the electronic system or combination of electronic systems that may be designated by Pole Owner and approved by the Commission. When approved, the Parties must utilize ENS to submit Applications for permission to attach, relocate, or remove Equipment under the terms of this Agreement, and to respond to requests for work to be performed.

“Equipment” means all devices, articles, or structures necessary to operate the business of the Parties including, but not limited to, cables, wires, conductors, fiber optics, insulators, connectors, fasteners, transformers, capacitors, switches, batteries, amplifiers, materials, appurtenances, or apparatus of any sort, whether electrical or physical in nature, or otherwise, including without limitation all support equipment such as guy wires, anchors, anchor rods, grounds, and other accessories.

“Fee Schedule” means the fees and charges set forth in Exhibit B attached hereto as may be amended from time to time in accordance with R746-345-3.A of the Utah Administrative Rules.

“Inspection” means examination by Pole Owner of its Poles and all proposed or existing Attachments for the purpose of verifying the number and location of all Attachments and any other Pole-mounted Attachment of Licensee, or determining whether Licensee is in compliance with the terms of this Agreement, which includes the following five (5) types of Inspections:

1. Pre-Construction Inspection: Applicable when Applications by Licensee are submitted for new Attachment. Refer to Exhibit B for the fees associated with this type of Inspection. The costs incurred for Pre-Construction Inspections are not included in the Carrying Charge of the annual rental rate (Exhibit A)
2. Post Construction Inspection: Applicable when Licensee completes its construction of new, modified, or transferred Attachment(s). Refer to Exhibit B for the fees associated with this type of Inspection. The costs incurred for Post Construction Inspections are not included in the Carrying Charge of the annual rental rate (Exhibit A).
3. Special Inspection: Owner’s field visit made at the request of Licensee. A Special Inspection does not include Pre-Construction Inspections or Post Construction Inspections, but the fee to be billed to recover the cost incurred for this activity will be billed at the Pre-Construction or Post-Construction level matching the Special Inspection activity. Refer to Exhibit B for the fees associated with this type of Inspection. The costs incurred for Special Inspections are not included in the Carrying Charge of the annual rental rate calculation (Exhibit A).
4. Occupancy Survey: an activity to collect information through Inspection by Owner of all or any number of Poles that may have Licensee Attachments. The costs incurred for Occupancy Surveys are included in the Carrying Charge for the annual rental rate calculation (Exhibit A).
5. Periodic Safety Inspection: any Inspection done by Owner to review the safety and integrity of its Poles. The costs of Periodic Safety Inspections are included in the Carrying Charge for the annual rental rate calculation (Exhibit A).

“Licensee” means the Party that has been granted access to Pole Owner’s Poles pursuant to this Agreement or who is seeking or has obtained permission to place Equipment upon Pole Owner's Poles as provided in Article III of this Agreement.

“Make-ready Work” means all engineering, Inspections, design, planning, construction, or other work reasonably necessary to prepare Poles for the installation of Licensee’s Attachments, including without limitation, work related to transfers, rearrangements and replacements of existing Poles or Equipment, and/or the addition of new Poles or Equipment.

“National Electrical Safety Code” or “NEESC” means the current edition at the time of installation, and any supplements thereto and revisions or replacements thereof, of the publication, so named, published by the Institute of Electrical and Electronics Engineers, Inc., for the purpose of safeguarding persons and property during the installation, operation, or maintenance of electric supply and communication lines and associated equipment.

“Pole” means any structure that is designed to carry distribution lines and that is owned or controlled by a public utility, telecommunications utility, or consumer-owned utility.

“Pole Owner” means a public utility having ownership or control of Poles used, in whole or in part, for any electric or telecommunications service.

“Unused Equipment” means any Equipment situated on Pole Owner’s Poles, that Licensee has ceased operating or utilizing in the normal course of furthering the purposes of its business.

“UAR” means the Utah Administrative Rules.

## **ARTICLE II. SCOPE OF AGREEMENT**

### **Section 2.01 Poles; Geographic Scope**

This Agreement shall apply to all areas served by the Parties in the State of Utah and shall cover all Poles of each of the Parties within Utah which are presently commonly used, as well as Poles which are now existing or which shall hereafter be erected in areas mutually served when such Poles are included within the scope of this Agreement in accordance with its terms.

This Agreement applies only to the use of the Parties’ Poles which support, or are designed to support distribution lines, which includes Poles that carry both distribution and transmissions lines.

### **Section 2.02 Attachments; Purpose**

Each Party’s use of the other Party’s Poles shall be confined to the Attachments which Owner may give Licensee written permission to install. This Agreement does not apply to wireless communications equipment (e.g. WIFI antennas, cellular antennas, or any other wireless communication device). Licensee shall not sublet, assign or otherwise transfer, for any purpose, all or any part of its Attachments while situated upon Owner’s Poles, to any other person or persons other than an affiliate without the prior consent of Owner.

### **Section 2.03 Reservation of Rights**

Pole Owner may reserve space on its Poles for the provision of its core utility service. In granting permission to use a Pole or Poles upon which space has been reserved, Pole Owner shall inform Licensee of the space reservation at the time the permit is granted. Pole Owner shall permit use of its reserved space until such time as Pole Owner has a need for that space as determined by Pole Owner in its reasonable discretion, when Pole Owner may recover the reserved space for its own use. Pole Owner shall give the displaced Licensee commercially reasonable notice of the reclamation of space as well as the opportunity to make alternate arrangements, if available, including but not limited to allowing Licensee to pay for any reasonable modifications needed to continue to accommodate the Attachments that would otherwise be displaced.

## **ARTICLE III. USE OF POLES**

### **Section 3.01 Application for Permission to Install Attachment**

With the exception of customer service drops, before Licensee places any Equipment upon any of Pole Owner's Poles, Licensee shall request permission from Pole Owner in writing and shall submit payment for all applicable fees, pursuant to the Fee Schedule (attached as Exhibit B) and the Rental Rate Schedule (attached as Exhibit A) upon receipt of an invoice from Pole Owner. Rental fees shall begin when the Application is approved.

Licensee shall make its written Application to Pole Owner at the address set forth in Article XII. The Application shall contain all required information including: the specific Equipment to be installed, the map number (to the extent that it is identifiable or provided by Pole Owner and part of the Pole number), Pole numbers (to the extent that the Pole numbers or addresses are on the Poles and

identifiable as Pole Owner's Pole number), street address of nearest physical location identifier of the Poles in question, the space desired on each Pole, proposed Pole attachment placement in compliance with R746-345-3.D of the UAR, and any additional information requested by Pole Owner as reasonably necessary to properly review the request for attachment. Pole Owner shall not unreasonably request such additional information. Licensee shall not unreasonably refuse to provide such additional information.

After receipt of an Application, Pole Owner shall notify Licensee in writing that the Application has been accepted or rejected within 15 days of receipt at the address set forth in Section 12.02. Any rejection of an Application by Pole Owner shall specifically describe the reason for its rejection. If the Application is rejected due to insufficient or inaccurate information from Licensee, response timeframe of Application processing per UAR R746-345 is suspended until Licensee provides the required information to PacifiCorp.

In the event the Commission approves an ENS, the Parties shall use the approved ENS to submit, approve and/or deny Applications for permission to attach, relocate, or remove Equipment and shall follow all procedures required by such ENS.

### Section 3.02 Licensee's Right to Install Equipment

Pole Owner shall process permit Applications and provide Cost Estimates of the costs for Make-Ready Work in accordance with R746-345-3.C of the Utah Administrative Rules.

If notice of approval or denial of the Application is not received from Pole Owner within the time frames set forth in R7456-345.C of the UAR, Licensee may appeal to the Commission for permission to proceed due to lack of response by Pole Owner; however, Licensee must receive permission from the Commission or written approval from Pole Owner before proceeding with the installation of the Attachments.

After processing an Attachment Application, Pole Owner shall inform Licensee that the Application has been approved or denied by returning the Application with an appropriate notation to Licensee at the address set forth in Article XII. Any denial of an Application by Pole Owner must be in writing and describe with specificity the lack of Pole capacity, safety or reliability problems, or generally applicable engineering standards that led to the denial of the Application. The Licensee may appeal to the Commission that Pole Owner's stated reasons are insufficient grounds for rejection.

Licensee shall have the right, subject to the terms of this Agreement, to install, maintain, and use the Equipment only as specified in the approved Application, upon the Pole(s) identified therein.

Licensee shall have the right to install service drops without prior approval by Pole Owner. This would include service drops made from Poles on which the attaching entity may not originally have had an Attachment, as long as the Pole is adjacent to Poles on which the attaching entity does have authorized Attachments. Prior notification is not required for the attachment of service drops where Licensee has an existing Attachment. However, when Licensee installs service drops, Licensee must follow all procedures applicable to Attachments generally and Licensee shall submit Application for such Attachment to Pole Owner within ten (10) Business Days from the installation date. Notwithstanding the above, no notification shall be required for service drops that are mid-span self-supporting wire or wires, and that do not require the use of messenger strand and a lashed cable.

Required notifications of service drop installations shall contain information identifying the Pole to which the service drop was added and the amount of new space on the Pole, if any, being used. With the exception of the requirements waived in this paragraph, service drop Attachments are subject to all other terms and conditions of this Agreement. Should Pole Owner deny permission to install the service drop, Licensee shall re-route the service drop as soon as practicable.

If Licensee rejects the make-ready Cost Estimate, as discussed in R746-345-3.C., Licensee may, at its own expense and only as permitted by R746-345-3.C., exercise the self build option outlined in Section 3.09.

### Section 3.03 Labeling of Poles and Attachments

Pole Owner and Licensee shall conform to Utah Administrative Rule R746-345-4 pertaining to Pole and attachment labeling. When Pole Owner renumbers a Pole, it shall provide written notice of the new Pole number and the cross-reference to the old Pole number and the Pole's location to Licensee within thirty (30) days. When Pole Owner sells a Pole or Poles to a third party, such sale shall be documented by a Bill of Sale or other legal document and Licensee shall be provided with the name and contact information for the new Pole owner within thirty (30) days of the sale. Pole Owner shall also provide to Licensee a detailed list of Poles sold which includes Pole numbers and any other available information which may assist Licensee in identifying the specific Poles sold.

### Section 3.04 Conformance to Requirements and Specifications

Licensee shall, at its sole risk and expense, place and maintain its Equipment upon the Poles in conformity with the requirements and specifications of the NESC and other applicable laws, as well as any additional construction standards approved by the Commission, including Pole Owner's Distribution Construction Standards attached to this Agreement as Exhibit E. Licensee agrees that, consistent with Commission rules and industry practice, and in consideration of safety and reliability of service concerns, twisted pair copper cable or wire should generally be the lowest Attachment on Pole Owner's Poles. All other cable or wire Attachments should generally be placed above twisted pair copper cable, except as permitted by R746-345-3.D. In the event of any conflict between any of the requirements and specifications of the NESC, the UAR, and those prescribed by Pole Owner, the more stringent requirements and specifications shall govern. In the event there are changes in any such requirements or specifications, including, but not limited to changes in required NESC or Utah Department of Transportation clearances, Licensee shall modify its Equipment to comply with such changes at its sole risk and expense.

Licensee shall ensure that all overlashes conform to the construction and other standards and terms set forth in this Agreement and Licensee shall be responsible for any nonconformance.

### Section 3.05 Access to Electric Utility Space

Unless Licensee is an electric utility or is using a qualified electrical contractor pre-approved by electric utility, Licensee shall not enter the electric utility space on Pole Owner's Poles for any purpose, except as provided for in this Agreement in Sections 3.05, 3.06, 3.09, and 3.18. The electric utility shall provide a list of qualified electric contractors. A Licensee may request an electric contractor be added to the list. The electric utility shall respond to such request within thirty (30) days. Installation work in the electric utility space to be performed by employees of Pole Owner shall be performed pursuant to a separate installation agreement.

### Section 3.06 Grounding

If Licensee requires grounding on an existing Pole where grounding conductor does not exist, Licensee shall request Pole Owner to install grounding at the sole expense of Licensee. If Pole Owner is unable to install said grounding within thirty (30) days of the date requested, or sooner if necessary to meet the Commission's service quality requirements as set forth in R746-340, Licensee may have qualified electrical personnel perform this work under the same restrictions as self build for Make-ready work outlined in Section 3.09

Licensee, its employees and its contractors, shall at all times exercise Licensee's rights and perform Licensee's responsibilities under the terms of this Agreement in a manner that treats all electric facilities of Pole Owner as energized at all times. Licensee shall assume complete responsibility for its employees' or contractors' conduct and Licensee shall determine and provide the appropriate training and safety precautions to be taken by Licensee's employees and contractors. Licensee shall indemnify, defend, and hold Pole Owner harmless from any liability of any sort derived from Licensee or Licensee's employees' or contractors' failure to abide by the terms of this paragraph.

### Section 3.07 Nonconforming Equipment

If any Attachment is not placed and maintained in accordance with the requirements and specifications of Section 3.04, upon notice by Pole Owner, Licensee shall timely perform all work necessary to correct conditions of Licensee's noncompliance. For purposes of this paragraph, compliance shall be deemed timely if performed during Licensee's regularly scheduled maintenance activities not to exceed one hundred eighty (180) days, or under a plan approved by Pole Owner, unless such noncompliance creates an immediate safety or other threat as described below. Pole Owner reserves the right to perform or authorize work necessary to bring Licensee's Attachments into compliance upon Licensee's failure to timely do so. Pole Owner shall attempt to notify Licensee electronically or in writing prior to performing such work whenever practical. Any such work shall be performed at Licensee's sole risk and expense.

However, if Pole Owner determines such conditions pose an immediate threat to the safety of utility workers or the public, interfere with the performance of Pole Owner's or other Pole attachers' service obligations, or pose an immediate threat to the integrity of Pole Owner's or other Pole attachers' Poles or Equipment, Pole Owner may perform or authorize such work and/or take such action that it deems necessary in sole discretion of Pole Owner without first giving written or electronic notice to Licensee and without subjecting itself to any liability, except to the extent of Pole Owner's negligence or willful misconduct. As soon as practicable thereafter, Pole Owner shall advise Licensee in writing of the work performed or the action taken and shall endeavor to arrange for the accommodation of any affected Attachments. Licensee shall be responsible for paying Pole Owner or other Pole attachers, if applicable, upon demand, for all costs incurred by Pole Owner or other Pole attachers for all work, action, and accommodation performed by Pole Owner or other Pole attachers under this Section 3.07.

### Section 3.08 Time to Complete Installation

Except as otherwise agreed to by the Parties in writing, Licensee shall complete the installation of its Attachments upon the Pole(s) covered by each approved Application within one hundred eighty (180) days of approval by Pole Owner. Licensee shall provide written notice of its completion within ten (10) Business Days after installation. In the event Licensee should fail to complete the installation of its Attachments within the prescribed time limit, the permission granted by Pole Owner to place such Attachments upon Pole Owner's Pole or Poles shall terminate and Licensee shall not have the right to place such Attachments upon the Pole or Poles without first reapplying for and receiving permission to

do so, all as prescribed in Section 3.01 as applicable to the initial Application. Any rental incurred during this time shall not be prorated or refunded.

### Section 3.09 Make-ready Work Process

If in the reasonable judgment of Pole Owner the accommodation of any of Licensee's Attachments necessitates Make-ready Work, in the response to Licensee's Application Pole Owner shall indicate the Make-ready Work that is necessary to accommodate the Attachments requested and the Cost Estimate for the work within the Application processing time period identified in Section 3.02. If Licensee is willing to bear the cost of all Make-ready Work necessary, as determined by Pole Owner, Licensee shall provide written acceptance of the cost to Pole Owner within thirty (30) days of the date of Pole Owner's response to Licensee's initial Application. Pole Owner shall provide Licensee an estimated completion date for any Make-ready Work, taking into account the timeframes set by R746-345-3, the overall scope of Licensee's project, the volume of Applications received from other licensees, as well as the availability of crews to perform the work. The Licensee and Pole Owner shall negotiate solutions in good faith when the estimated time to perform the Make-ready Work does not meet Licensee's project requirements. At Licensee's option, and upon approval from Pole Owner, Licensee may request either assistance with the work by Licensee or by qualified contractors hired by Licensee, payment of premium rates for Pole Owner's employees to be dedicated to perform work solely on Licensee's project, or similar measures designed to augment Pole Owner's capabilities. If Licensee chooses to employ a qualified contractor to complete the Make-ready Work, to ensure that safety, reliability, and Pole Owner's Distribution Construction Standards are met, the contractor and the proposed construction schedule must be approved by Pole Owner.

Pole Owner shall perform such Make-ready Work as may be required and Licensee shall pay Pole Owner for the Make-ready Work, in accordance with the procedures outlined in R746-345-3 if required by Pole Owner, upon receipt of an invoice after the work is complete. Licensee shall pay the costs of all Make-ready Work undertaken by Pole Owner where such work is initiated as a result of the proposed installation of Attachments on any Poles without regard to whether Licensee elects not to use the Pole or Poles after Make-ready Work has commenced. Upon request, Pole Owner shall provide Licensee a statement detailing the actual material, hours, equipment costs, and any other associated costs for the Make-ready Work.

### Section 3.10 Pole Owner's Rights to Use Poles

Pole Owner reserves to itself the right to maintain the Poles and to operate its Equipment thereon in such manner as will best enable it to fulfill its own core service requirements, and Pole Owner shall not be liable to Licensee or Licensee's customers for any interruption to Licensee's service or for any interference with the operation of Licensee's Equipment arising in any manner, from the use, maintenance, and repair of the Poles and the Equipment thereon or from the removal of Attachments or other Equipment from the Poles by Pole Owner or its agents in accordance with the provisions of this Agreement, except for Pole Owner's negligence or willful misconduct, or the negligence or willful misconduct of Pole Owner's agents. Pole Owner shall, however, except in cases of emergency, use reasonable efforts to contact Licensee prior to making changes that may affect Licensee's Attachments, but in any event shall contact Licensee as soon as practicable thereafter.

### Section 3.11 Third-party Consents, Permits, Licenses, Easements, Rights-of-way or Grants

The right of access to Pole Owner's Poles granted by this Agreement does not include any right of access to the land upon which the Pole is situated nor does it include any right to cross the land from Pole-to-Pole with Licensee's Equipment and such access rights are specifically disclaimed. Licensee



is solely responsible for obtaining from public authorities and private owners of real property and maintaining in effect any and all consents, permits, licenses, easements, rights-of-way or grants that are necessary for the lawful exercise by Licensee of the permission granted by Pole Owner in response to any Application approved hereunder. Licensee agrees to indemnify, defend and hold harmless Pole Owner against and from any and all third party claims, demands, lawsuits, losses, costs and damages, including attorney's fees, to the extent arising from Licensee's failure, or alleged failure to have the requisite authority. Pole Owner may, at any time, require Licensee to provide written evidence that it has obtained all such necessary consents, permits, licenses, and grants.

### Section 3.12 Interference with Pole Owner's or other Licensees' Equipment

If, in Pole Owner's reasonable judgment, Licensee's existing Attachments on any Pole interfere with Pole Owner's or other Pole attachers' existing Attachments or Equipment, or prevent the placing of any additional Equipment by Pole Owner required for its core utility service, Pole Owner shall notify Licensee of the rearrangements or transfers of Equipment or Pole replacements or other changes required in order to continue to accommodate Licensee's Attachments. If appropriate, the notice shall include an estimate of applicable costs. If Licensee desires to continue to maintain its Attachments on the Pole and so notifies Pole Owner in writing within thirty (30) days, Licensee may perform the necessary work (subject to Pole Owner's approval based on safety issues), or Licensee shall authorize Pole Owner to perform the work. Should Licensee authorize Pole Owner to perform the work, Pole Owner shall make such changes as may be required, and Licensee, upon demand, shall reimburse Pole Owner for the entire expense thereby actually and reasonably incurred. If Licensee does not so notify Pole Owner of its intent to perform the necessary work or authorize Pole Owner to perform the work, Licensee shall remove its Attachments from the affected Pole or Poles within an additional ten (10) days from such original notification by Pole Owner for a total of forty (40) days; provided, however, that Pole Owner in any emergency may require Licensee to remove its Attachments within the time required by the emergency. Licensee shall provide written notice to Pole Owner within ten (10) business days of completion of removal. If Licensee has not removed its Attachments at the end of the forty (40) day period, or in the case of emergencies, within the period specified by Pole Owner, Pole Owner may remove Licensee's Equipment at Licensee's sole risk and expense, and Licensee shall pay Pole Owner, upon demand, for all costs thereby incurred by Pole Owner.

### Section 3.13 Pole Replacement for Pole Owner's Benefit

Where an existing Pole is changed out solely for Pole Owner's benefit, Pole Owner shall accommodate all existing permitted Licensee Attachments meeting the requirements of this agreement in its construction of all Pole Replacements. Pole Owner shall bear the cost of the Pole replacement, and the labor for the lower and haul of the old Pole, but shall not bear the cost associated with: 1) topping of the existing Pole to allow Licensee to transfer to the new Pole, if necessary; 2) transfer of Licensee's Attachments to the new Pole, if applicable per Section 3.17; and 3) the return trip to low and haul the old Pole after allowing Licensee time to transfer their Attachments, if applicable per Section 4.06. After Pole Owner has completed its work it shall notify Licensee, and Licensee shall, at its own expense, transfer its Attachments to the new Pole within thirty (30) days after the time specified in the notice given by Pole Owner indicating that the Pole is ready for Licensee to transfer its equipment (which time shall not begin until after the parties located above Licensee on the Pole have removed or moved their facilities). If Licensee is last to transfer from the replaced Pole, Licensee may lower and haul the Pole and dispose of the Pole and bill Pole Owner actual costs as defined in section 4.06.

### Section 3.14 Pole Replacement for Licensee's Benefit

Where an existing Pole is prematurely replaced (for reasons other than normal or abnormal decay) by a new Pole for the benefit of Licensee, Licensee shall reimburse Pole Owner for all costs, including, but not limited to the cost of replacing the Pole, lower and haul of the existing Pole (unless Licensee takes its own lower and haul action as defined in section 4.06) and topping of the existing Pole when performed either as an accommodation to Licensee or as required by NESC. Pole Owner shall remove and may retain or dispose of such Pole as the sole owner thereof Pole (unless Licensee takes its own lower and haul action as defined in section 4.06). Any payments for Poles made or work performed by Licensee shall not entitle Licensee to ownership of any part of said Poles. If Pole replacement under this Section 3.14 benefits both Licensee and other Pole attachers, not including Pole Owner, the costs shall be pro-rated among all benefiting attachers, not including Pole Owner.

### Section 3.15 Pole Placement or Replacement for Joint Benefit of Pole Owner and Licensee

Where Pole Owner requires a new Pole and Licensee requires extra height or strength exceeding a basic 40 foot Class 5 Pole to accommodate its new or existing Attachments, Licensee shall pay a sum equal to the difference between the total cost of installing a new Pole adequate to accommodate Licensee's new and existing Attachments and the total cost of a basic 40 foot Class 5 Pole. The balance of the cost of installing the Pole actually installed shall be borne by Pole Owner. Each party shall transfer its equipment at its own cost. Lower and haul of the old Pole shall be completed and costs recovered as defined in section 4.06.

### Section 3.16 Expense of Situating Pole Attachments

Licensee shall place, maintain, rearrange, transfer, and remove its own Attachments at its own expense except as otherwise expressly provided hereunder.

### Section 3.17 Relocation of Licensee's Attachments

Licensee shall at any time, at its sole risk and reasonable expense, upon reasonable notice from Pole Owner, relocate, replace or repair Licensee's Attachments or transfer them to substituted Poles. Provided, however, that in cases of emergency or if Licensee fails to relocate as required by a Pole Owner's notice, Pole Owner may, without incurring any liability except for negligence or willful misconduct, relocate or replace Licensee's Attachments or Equipment, transfer them to substituted Poles, or perform any other work in connection with Licensee's Attachments or Equipment that may be required, or authorize a third party to perform such tasks, and Licensee shall, upon demand, reimburse Pole Owner or such third party for the entire expense thereby reasonably incurred.

When Licensee is required to relocate its facilities to accommodate a third party attaching to the Pole, upon written request Pole Owner shall disclose the third party's name and contact information to Licensee at the time the relocation or rearrangement is requested. Pole Owner shall coordinate the relocation of existing attachers' facilities to facilitate the new Attachments when necessary. Nothing in this Agreement shall prohibit Licensee from seeking reimbursement for costs it incurs from third party requests; however, all required work to be completed by Licensee must meet the timeframe prescribed by Pole Owner, without regard to third party cost recovery negotiations.

In the event RMP is the Pole Owner and replaces a Pole where South Central is the last Licensee remaining on the replaced pole, South Central may request RMP that RMP transfer South Central's Attachments. If RMP chooses to transfer South Central's Attachments, South Central shall pay the rate listed in the Fee Schedule (Exhibit B) or the actual cost of the transfer if a listed rate is not in place. If equipment is needed for the transfer, South Central shall supply the equipment.

### Section 3.18 Relocation of Joint Poles at Request of Land Owner

Where a jointly used Pole is required to be replaced, moved or relocated due to a landowner request, Pole Owner shall provide notice to Licensee upon receipt of the land owner request and coordinate with Licensee and all other Pole attachers to provide a coordinated response with respect to timelines and costs to land owner.

The Licensee shall promptly arrange to transfer its Equipment to the new Pole and shall notify Pole Owner when such transfer has been completed. In the event such transfer is not completed within thirty (30) days after the time specified in the notice given by Pole Owner indicating that the Pole is ready for Licensee to transfer its Equipment (which time shall not begin until after the parties located above Licensee on the Pole have removed or moved their facilities), Pole Owner may transfer Licensee's Equipment from the replaced Pole to the replacement Pole in a reasonable manner consistent with industry practices upon Licensee's failure to transfer its Equipment within the above mentioned thirty (30) days notice, and Licensee shall reimburse Pole Owner for all actual costs incurred.

If, upon written approval of Pole Owner, Licensee performs any work for Pole Owner to facilitate Pole Owner's responsibilities in completion of the above work or in cases of emergency work, including without limitation transferring other equipment, setting or lowering Poles, digging holes, or hauling Poles, Pole Owner shall pay to Licensee, upon receipt of an invoice, the reasonable cost of such work. When setting a Pole requires entering the electric utility space, the setting of the Pole must be performed by a qualified electric contractor approved by the electric utility pursuant to Section 3.05, or the work may be performed by a licensed electrical engineer employed by Licensee upon prior approval of the electric utility.

### Section 3.19 Mid-span Poles

Any Poles erected by Licensee shall not interfere with or be placed in-line with Pole Owner's Poles and shall not create a structure conflict as defined in the NESC. If either Party requires placement of a Pole in-line with any two existing Poles owned by the other party ("i.e., a mid-span Pole"), the Party requiring the mid-span Pole shall pay the cost of setting the Pole, including the cost of the Pole itself. Pole Owner of the Poles on either side of the mid-span Pole shall have sole ownership of the mid-span Pole and the Party requesting the Pole shall pay Pole rental fees to Pole Owner in accordance with Article V. Licensee may exercise its right to assume ownership of certain mid-span Poles as provided for in this Agreement in Sections 4.02 and 4.03.

### Section 3.20 Removal of Attachments by Licensee

Licensee may at any time remove its Attachments from any of the Poles; in each case, Licensee shall immediately give Pole Owner notice of such removal. Removal of all Attachments from any Pole shall constitute a termination of Licensee's right to use such Pole. Licensee shall not be entitled to a refund of any rental on account of any such removal. When Licensee removes Attachments, rental charges payable by Licensee shall be prospectively reduced in the annual billing cycle following Licensee's proper notice to Pole Owner of the removal.

When Licensee performs maintenance to or removes or replaces its Equipment on Pole Owner's Pole, Licensee must chemically treat all field-drilled holes and plug any unused holes caused by Licensee,

including those resulting from removal of Equipment; if Licensee fails to adequately plug and treat such holes, Pole Owner may do so at Licensee's sole risk and expense.

### Section 3.21 Unused Equipment

Except for seasonally used equipment, whenever Licensee has ceased using any Equipment situated upon Pole Owner's Poles with no intention of placing the Equipment back in service, Licensee shall remove the Unused Equipment from Pole Owner's Poles within 365 days of the date of last use. If Licensee demonstrates to Pole Owner's reasonable satisfaction that it is more likely than not that Licensee shall resume using the Unused Equipment in the same location within a period of three-years from the date of last use; and that leaving Licensee's Unused Equipment in place shall not preclude Pole Owner or a third party from using the Poles occupied by Licensee's Unused Equipment; and that leaving Licensee's Unused Equipment in place does not contravene any other obligation of Licensee under this Agreement, the Unused Equipment may remain in place, subject, in all cases, to payment of the rental charges under this Agreement for the Pole space occupied.

### Section 3.22 Limitations on Licensee's Rights to Use Poles; Termination

No use, of any sort or duration, of any Poles under this Agreement shall create or vest in Licensee any ownership or property rights therein; nor shall any such use constitute the dedication of Pole Owner's Poles or Equipment to the public or to Licensee, subject to the UAR and other applicable laws and statutes. Nothing contained herein shall be construed to compel Pole Owner to maintain any particular Pole or Poles for a period longer than demanded by Pole Owner's own service requirements.

### Section 3.23 Damage to Equipment

The Parties shall exercise all reasonable and necessary precautions to avoid causing damage to the other Party's Poles and Equipment and other attachers' Equipment and shall assume responsibility to each other for any and all loss from any damage to the other Party's Poles or Equipment and reimburse the other Party for the entire expense incurred in making such repairs. Each Party shall assume responsibility to third parties for any and all loss from any damage caused to a third party's Equipment by such Party and shall reimburse such third party for the entire expense incurred in making repairs.

### Section 3.24 Audits of Existing Attachments

Pole Owner may conduct an Audit of Attachments made to its Poles no more frequently than once every five (5) years. Pole Owner shall give Licensee at least ninety (90) days prior notice of an initial meeting to plan the next Audit. At such meeting, Pole Owner, Licensee and all other Pole attachers in attendance in person or by representative shall participate in, among other things, review of the predicted costs to perform an audit, the selection of an independent contractor for conducting the Audit, as well as the scheduling, scope, extent and reporting of the Audit results. Regardless of whether Licensee attends the Audit planning meeting or expresses an intention to participate in the Audit, Pole Owner shall notify Licensee at least sixty (60) days prior to the commencement of the Audit. Licensee shall advise Pole Owner if Licensee desires to participate in the Audit with Pole Owner not less than thirty (30) days prior to the scheduled date of such Audit. The cost of the Audit shall be included in the rental rate pursuant to the methodology approved by the Commission for such purposes. The data from the Audit shall be made available to Licensee and all other attachers on the Poles and used to update the Parties' records. Any Party shall make any objections to the Audit results within ninety (90) days of receipt of the Audit report or such objections are waived.

### Section 3.25 Inspections

In addition to audits as described in Section 3.24, Pole Owner shall have the right to perform an Inspection for each of Licensee's Attachments upon Poles at any time. Except for routine Periodic Safety Inspections, Owner may charge Licensee for the expense of any such Inspections, including Inspections for Make-ready Work, Pre-Construction Inspections, Post Construction (including modifications or pole transfers) Inspections, and any other Inspections requested by Licensee or deemed reasonably necessary by Owner, at the rates set forth in Exhibit B.

### Section 3.26 Tax Liability

Licensee shall promptly pay any tax, fee, or charge that may be levied or assessed against Pole Owner's Poles or property solely because of their use by Licensee. If Licensee should fail to pay any such tax or assessment on or before the date such tax or assessment becomes delinquent, Pole Owner, at its own option, may pay such tax on account of Licensee and Licensee shall, upon demand, reimburse Pole Owner for the full amount of tax and any penalties so paid. Nothing in this provision in any way limits either Party's rights to challenge such tax assessments.

## **ARTICLE IV. MAINTENANCE OF POLES**

### Section 4.01 Expense of Maintenance

The expense of maintaining jointly used Poles shall be borne by Pole Owner thereof, and Pole Owner shall maintain its jointly used Poles in a safe and serviceable condition, and shall replace, reinforce, or repair such of those Poles as become defective. Pole Owner shall be solely responsible for collection of costs of damages for Poles broken or damaged by third parties. The Licensee shall be responsible for collecting damages to its own Equipment. If a Pole owned by one Party is replaced by the other Party because of auto damage, storm damage, or some other third party accident, Pole Owner shall pay the other Party for the actual costs of such Pole replacement.

### Section 4.02 Relocation of Joint Poles Required for Maintenance Purposes

Whenever it is necessary to replace, move, reset, or relocate a jointly used Pole for maintenance purposes, Pole Owner thereof shall, before making such replacement, move, or relocation, give written notice thereof to Licensee (except in case of emergency, when oral notice shall be given if practicable and subsequently confirmed in writing), specifying in such notice the work to be performed and the approximate time of such proposed replacement or relocation. Licensee may request that a Pole be reset in the same location and Pole Owner shall attempt to do so when feasible, provided that the incremental cost of accommodating this request shall be borne by Licensee.

The Licensee shall promptly arrange to transfer its Equipment to the new Pole and shall notify Pole Owner when such transfer has been completed. In the event such transfer is not completed within thirty (30) days after the time specified in the notice given by Pole Owner indicating that the Pole is ready for Licensee to transfer its Equipment (which time shall not begin until after the Parties located above Licensee on the Pole have removed or moved their facilities), Pole Owner may transfer Licensee's Equipment from the replaced Pole to the replacement Pole in a reasonable manner consistent with industry practices upon Licensee's failure to transfer its Equipment within the above mentioned thirty (30) days notice, and Licensee shall reimburse Pole Owner for all actual costs incurred.

After prior written approval of Pole Owner, if Licensee performs any work for Pole Owner to facilitate Pole Owner's responsibilities in completion of the above work or in cases of emergency work,

including without limitation transferring other equipment, setting or lowering Poles, digging holes, or hauling Poles, Pole Owner shall pay to Licensee, upon receipt of an invoice, the reasonable cost of such work. When setting a Pole requires entering the electric utility space, the setting of the Pole must be performed by a qualified electric contractor approved by the electric utility pursuant to Section 3.05, or may be performed by a licensed electrical engineer employed by Licensee upon prior approval of the electric utility.

In the event Licensee desires to maintain its facilities on a Pole that Pole Owner plans to replace, move or relocate, Pole Owner and Licensee may agree to transfer title of the Pole upon agreeable terms and conditions. Upon receipt of a bill of sale or other legal transfer document, Licensee shall assume ownership of the original Pole and shall indemnify and hold harmless the former Pole Owner of such Pole from all obligations, liabilities, damages, costs, expenses or charges incurred after the date of transfer.

#### Section 4.03 Abandonment of Jointly Used Poles

If Pole Owner of a jointly used Pole desires at any time to abandon the use thereof, Pole Owner shall give Licensee notice in writing to that effect at least thirty (30) days prior to the date upon which it intends to abandon such Pole. Pole Owner may transfer Licensee's Equipment from the replaced Pole to the replacement Pole in a reasonable manner consistent with industry practices upon Licensee's failure to transfer its Equipment within the above mentioned thirty (30) days notice, and Licensee shall reimburse Pole Owner for all actual costs incurred.

In the event Licensee desires to maintain its facilities on a Pole that Pole Owner plans to abandon, Pole Owner and Licensee may agree to transfer title of the Pole upon agreeable terms and conditions. Upon receipt of a bill of sale or other legal transfer document, Licensee shall assume ownership of the original Pole and shall indemnify and hold harmless the former Pole Owner of such Pole from all obligations, liabilities, damages, costs, expenses or charges incurred after the date of transfer.

#### Section 4.04 Wood Decay and NESC Violations

Licensee may, as an accommodation and by prior approval by Owner, by its own personnel or by a contractor selected by Licensee and agreed to by Owner, complete a Periodic Safety Inspection and/or treat for wood decay on Poles it does not own which support Licensee's facilities concurrently with Inspection and/or treatment of Licensee Owned Poles located in same geographic area; however, any such Inspection and/or treatment shall not be repeated more frequently than once every ten (10) years. Owner shall reimburse Licensee the cost of inspection and/or treatment in accordance with mutually agreed to flat rate charges.

#### Section 4.05 Tree Trimming and Brush Cutting

All tree trimming and brush cutting in connection with the initial placement of wires or other Equipment shall be borne entirely by the Party placing the wires or other Equipment. Unless agreed otherwise, each Party shall be responsible for any and all additional tree trimming and brush cutting related to the wires or Equipment it owns.

#### Section 4.06 Lower and Haul by Licensee

On a Pole that is being abandoned because of a Pole transfer or other reason and if all other attaching entities are off the Pole and Licensee has received written notification, Licensee may, in its sole discretion, lower and haul the abandoned Pole. Licensee must return the Pole to the Owner's yard or dispose of it following the environmental regulations of the state. Licensee must also restore

landscape to acceptable local standards. Licensee accepts all liability for the Pole and environment restoration. Licensee may charge the owner the reasonable actual cost of lower, haul, disposal, and restoration.

Licensee must provide written notification to Owner of its intention to take this action within 30 days of the Owner's notice to transfer or remove. If Licensee elects not to take this action, licensee must provide written notification of its completion of transfer or removal within 30 days of the Owner's notification, the Owner shall return to lower and haul the old Pole and may charge Licensee for the cost of the return trip, but not the cost of lower and haul.

In the event of a Pole replacement where a third-party joint Pole attacher whose attachments are located above Licensee's Attachment, Licensee's thirty (30) day period to transfer its Attachments shall not commence until Licensee receives notice from Owner that the third-party attachments above Licensee have been removed.

If there is no response from Licensee regarding its transfer or removal after 30 days, and a second written notification is sent by the Owner, after 60 days from its original notification, the Owner may complete the transfer of Licensee equipment and lower and haul its Pole. Owner may charge Licensee for the actual costs of transferring Licensee's facilities, associated return trip cost thereby incurred. Lower and haul costs and restoration costs shall be at the expense of Owner. South Central's actual rates for this expense shall be based on its actual cost and shall not exceed RMP's published rates in its Fee Schedule (Exhibit B Schedule 1).

## **ARTICLE V. RENTAL PAYMENTS**

### **Section 5.01 Rental Amount**

For authorized Attachments covered under this Agreement, Licensee shall pay to Pole Owner, in advance, on an annual basis, a rental amount computed in accordance with UAR R746-345-5.A. as set forth in Exhibit A, on a billing cycle beginning July 1 of each year.

The rental amount for each year shall be based on Pole Owner's tabulation of Licensee's Attachments situated upon Pole Owner's Poles and based upon Pole Owner's current records with the following exceptions:

- i) In July 2009, RMP shall invoice South Central for pole attachments based on RMP's records as of the date of invoice even though South Central may have completed audits of certain areas according to the schedule in Exhibit C.
- ii) On or before September 15, 2009, South Central shall invoice RMP for pole attachments from the date of invoice for one calendar year based on the assumptions that a) RMP has two hundred (200) attachments;; b) 20% (40) are primary attachments using 7.5 feet of useable space on each pole; and c) 80% (160) are secondary attachments using 1 foot of useable space on each pole.
- iii) In July 2010, Pole Owner shall invoice Licensee for pole attachments for the 2010-2011 period. The July 2010 invoices shall be correlated with South Central's audit, to the extent the audit for an area is completed. Licensee shall be billed for actual pole counts in those areas where the audit has been completed. In those areas where the audit has not been completed: a) South Central shall invoice RMP based on the greater of 200 attachments using the assumptions listed above plus attachments requested and deducting any attachments removed

since the last invoice, or South Central's then-current pole attachment count; and b) RMP shall invoice South Central based on RMP's then-current pole attachment count using July 2009 records plus attachments requested and deducting any attachments removed since the last invoice. Audited pole counts not considered in the July 2010 invoice shall be considered in the July 2011 invoice using the same process.

#### Section 5.02 Unauthorized Attachments

Licensee shall not make Attachments to Pole Owner's Poles without obtaining Pole Owner's written permission as provided for in this Agreement. Pole Owner may charge Licensee the amounts contained in the Fee Schedule attached hereto as Exhibit B upon the discovery of unauthorized Attachment on each Pole belonging to Licensee. The imposition of such charges shall be without prejudice to Pole Owner's right to utilize additional other remedies, including, but not limited to, the remedies available for default under Article VI of this Agreement and any remedies available under Commission rules. For unauthorized attachments existing as of the date of this Agreement, Licensee shall avoid unauthorized attachment fees if it self-discloses according to the schedule shown on Exhibit C. This shall not be construed to include Attachments installed after the date of this Agreement.

#### Section 5.03 Billing and Payments

Pole Owner shall send invoices to Licensee via regular U.S. Mail at the address(es) provided by the Licensee in writing. Licensee shall provide its accounts payable address(es) upon ratification of this agreement and any future changes to the address(es) in writing sixty (60) days prior to the date of the change. All invoice types shall be sent to the address applicable to the geographical area of the invoiced items, if separate addresses are provided by Licensee. Copies of individual invoices may be requested in writing to be forwarded to an alternate address upon each written request.

Invoices for all non-recurring charges, Unauthorized Attachment Charges, and other amounts due under this Agreement other than rental charges shall be sent at Pole Owner's discretion within a reasonable time. Invoices for non-recurring charges shall provide specific identifying information pertaining to each charge. Invoices for rental charges shall provide summary information only. Invoices shall conform to generally accepted accounting practices, subject to change by Pole Owner, in Pole Owner's reasonable discretion. Licensee may obtain additional information pertaining to charges upon written request to Pole Owner.

Except as otherwise provided in this Agreement or agreed to by the Parties, Licensee shall pay all undisputed charges within forty five (45) days from the invoice date. Licensee shall pay disputed amounts within ninety (90) days from the invoice date, unless the disputing party has commenced an action consistent with UAR 746-345-6. Upon resolution of any such dispute, Pole Owner shall refund any amounts owed, with interest accruing at the rate specified in Section 7.03 from the later of the date Licensee paid the disputed portion, or the date upon which Licensee provided Pole Owner notice of the amount in dispute. Late charges and interest shall be imposed on any delinquent amounts. All bills shall be paid to the address designated from time to time in writing by Pole Owner.



## **ARTICLE VI. BREACH AND REMEDIES**

### **Section 6.01 Remedies for Default**

If either Party shall remain in default in any of its obligations under this Agreement thirty (30) days after written notice thereof has been provided to the defaulting Party pursuant to Article XII, the Party not in default may exercise any of the remedies available to it. Provided however, in such cases where a default cannot be cured within the thirty (30) day period by the exercise of diligent, commercially reasonable effort, the defaulting Party shall have an additional sixty (60) days to cure the default for a total of ninety (90) days after the Party not in default provides its notice of default. Upon Commission approval and subject to Section 7.01 the remedies available to each Party shall include, without limitation: (i) refusal to grant permission for any additional Attachments to the other Party until the default is cured; (ii) termination of this Agreement; and (iii) injunctive relief.

## **ARTICLE VII. GENERAL PROVISIONS**

### **Section 7.01 Dispute Resolution**

Any dispute arising out of, or relating to, this Agreement shall be settled in accordance with UAR R746-345-6. Disputes regarding pole ownership shall be resolved according to the criteria shown in Exhibit D.

### **Section 7.02 Failure to Enforce Rights**

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement in any instance 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.

### **Section 7.03 Interest**

All amounts payable under the provisions of this Agreement shall subject to section 5.03 or unless otherwise specified, be payable within thirty (30) days of the invoice date. An interest charge at the rate of one and one-half percent (1.5%) per month shall be assessed against all late payments. Interest under this Agreement shall not exceed the interest allowable under applicable law.

### **Section 7.04 Relationship to Third-Parties**

Nothing herein contained shall be construed as affecting, diminishing or interfering with any rights or privileges previously conferred by Pole Owner, by contract or otherwise, to others not parties to this Agreement to use any Poles covered by this Agreement and Pole Owner shall have the right to continue, modify, amend, or extend such rights or privileges. The privileges herein granted to Licensee shall, at all times, be subject to the rights of other entities with Attachments to Pole Owner's Poles under existing third-party contracts and arrangements. Further, nothing herein contained shall be construed as conferring or granting to Licensee the exclusive privilege or right to use any of the Poles or other facilities of Pole Owner. Nothing in this Agreement is intended to confer rights on any third-party, as a third-party beneficiary or otherwise.

### **Section 7.05 Assignment of Rights**

Neither Party shall sublet, assign, transfer, or otherwise dispose of this Agreement or any of its rights, benefits or interests under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; but otherwise, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No assignment of this Agreement shall operate to discharge the assignor of any duty or obligation

hereunder without the written consent of the other Party. Each Party may assign all its rights and obligations under this Agreement to its parent corporation, to its subsidiary corporation, to a subsidiary of its parent corporation, to its survivor in connection with a corporate reorganization, to any corporation acquiring all or substantially all of its property or to any corporation into which it is merged or consolidated upon prior written notice to the other Party.

#### Section 7.06 Applicability of UAR; Commission Approval

Licensee's use of Pole Owner's utility Poles shall be governed by applicable provisions of the UAR, as may be amended and the terms of this Agreement not inconsistent with the UAR as amended. Neither Party waives its right to petition the Commission for an order amending this Agreement consistent with any subsequent changes in the UAR. This Agreement shall be subject to the approval and continuing jurisdiction of the Commission.

#### Section 7.07 Applicable Law; Venue

The Parties agree that this Agreement shall be interpreted according to the laws of the state of Utah without consideration of the choice of law rules thereof. Judicial proceedings instituted pertaining to this Agreement shall be instituted only in the state or federal courts located in the state of Utah.

#### Section 7.08 Survival of Liability or Obligations Upon Termination

Any termination of this Agreement shall not release either Party from any liability or obligations hereunder, whether of indemnity or otherwise, which may have accrued or may be accruing at the time of termination.

#### Section 7.09 Interpretation

References to Articles and Sections are references to the relevant portion of this Agreement. Headings are for convenience and shall not affect the construction of this Agreement. Exhibits A through E are attached hereto and made a part hereof.

#### Section 7.10 Severability

In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect; provided, in any such case, the Parties shall negotiate in good faith to reform this Agreement in order to give effect to the original intention of the Parties.

#### Section 7.11 Prior Agreements; Amendments

This Agreement shall supersede all prior negotiations, agreements and representations, whether oral or written, between the Parties relating to the installation and maintenance of Licensee's Equipment on Pole Owner's Poles within the geographic area covered by this Agreement, as specified in Section 2.01. Any Equipment of Licensee attached to Pole Owner's Poles within the locality covered by this Agreement shall be subject to the terms and conditions and rental rates of this Agreement. This Agreement, including any exhibits attached and referenced herein, constitutes the entire Agreement between the Parties, and may not be amended or altered except by an amendment in writing executed by the Parties, or as specifically provided for herein. Provided, however, that (i) Equipment currently lawfully attached to Poles and/or pursuant to approvals granted by Pole Owner under prior agreements and Applications in progress for permits, shall continue in effect under or as otherwise provided pursuant to the terms and conditions of this Agreement; and (ii) nothing herein shall modify either

Party's rights, obligations or liabilities that arose or were incurred during periods prior to the effective date of this Agreement, with respect to periods prior to the effective date of this Agreement.

#### Section 7.12 Additional Representations and Warranties

Each Party warrants and represents to the other that it possesses the necessary corporate, governmental and legal authority, right and power to enter into this Agreement and to perform each and every duty imposed. Each Party also warrants and represents to the other that each of its representatives executing this Agreement, or submitting or approving an Application made hereunder, is authorized to act on its behalf.

Each Party further warrants and represents that entering into and performing under this Agreement does not violate or conflict with its charter, by-laws or comparable constituent document, any law applicable to it, any order or judgment of any court or other agency of government applicable to it or any agreement to which it is a party and that this Agreement and any Application approved hereunder, constitute valid, legal, and binding obligations enforceable against such Party in accordance with their terms.

#### Section 7.13 Relationship of the Parties

Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement and otherwise; *provided, however*, the obligations and liabilities of South Central Communications, Inc. and South Central Utah Telephone Association, Inc. shall be joint and several.

### **ARTICLE VIII. CONTRACT TERM**

Unless terminated sooner as provided for herein, this Agreement shall remain in full force and effect unless and until it is terminated by either Party upon ninety (90) days written notice by certified mail to the other Party. Each Party shall remove its Equipment from Pole Owner's Poles within three-hundred sixty-five (365) days of receipt of said notice unless parties are in negotiations of a new contract. Should either Party fail to remove its Equipment within said three-hundred sixty-five (365) day period, Pole Owner may remove and dispose of Licensee's Equipment at Licensee's sole risk and expense. On the date of termination specified in such notice, all rights and privileges of both Parties hereunder shall cease. In the event that either Party successfully petitions the Commission for an order to amend the rates, terms or conditions specified in this Agreement, the Parties agree to execute an addendum to this Agreement, giving effect to the Commission's order, within thirty (30) days of the release of the Commission's order or within such other period of time as the Commission may prescribe.

### **ARTICLE IX. LIABILITY AND DAMAGES; INDEMNIFICATION; WARRANTIES**

#### Section 9.01 Limitation of Liability and Indemnification

Except for liability caused by the gross negligence or intentional misconduct of Pole Owner or its agents, Licensee shall indemnify, protect and hold harmless Pole Owner, its successors and assigns, from and against any and all claims, demands, causes of action, costs (including attorney's fees) or other liabilities for damages to property and injury or death to persons which may arise out of, or be connected with: (a) the erection, maintenance, presence, use or removal of Licensee's Equipment; or (b) any act of Licensee on or in the vicinity of Pole Owner's Poles. Except for liability caused by the

gross negligence or intentional misconduct of Pole Owner or its agents, Licensee shall also indemnify, protect and hold harmless Pole Owner, its successors and assigns from and against any and all claims, demands, causes of action, costs (including attorney's fees), or other liabilities arising from any interruption, discontinuance, or interference with Licensee's service to its customers which may be caused, or which may be claimed to have been caused, by any action of Pole Owner undertaken in furtherance of the purposes of this Agreement. In addition, Licensee shall, upon demand, and at its own sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought against Pole Owner, or its successors and assigns, on any claim, demand, or cause of action arising from any interruption, discontinuance, or interference with Pole Owner's service to Pole Owner's customers to the extent caused, or which may be claimed to have been caused, by any action of Licensee or its agents. To the extent Licensee or its agents shall be found to have caused such interruption, discontinuance, or interference, Licensee shall pay and satisfy any judgment or decree which may be rendered against Pole Owner, or its successors or assigns, in any such suit, action, or other legal proceeding; and further, Licensee shall reimburse Pole Owner for any and all legal expenses, including attorneys fees, incurred in connection therewith, including appeals thereof.

Pole Owner warrants that its work in constructing and maintaining the Poles covered by this Agreement shall be consistent with prudent utility practices. Pole Owner further warrants that its own Attachments to its Poles shall be constructed and maintained consistent with prudent utility practices. Pole Owner disclaims all other warranties, express or implied, including but not limited to the warranty of merchantability, fitness for particular purpose, and similar warranties. Pole Owner's liability to Licensee for any action arising out of its activities relating to this Agreement shall be limited to repair or replacement of any defective Poles.

#### Section 9.02 Notice, Defense, Cooperation, and Settlement

The indemnifying Party shall have the right, but not the obligation, to defend the other regarding any claims, demands or causes of action indemnified against. Each Party shall give the other prompt notice of any claims, demands or causes of actions for which the other may be required to indemnify under this Agreement. Each Party shall fully cooperate with the other in the defense of any such claim, demand or cause of action. Neither shall settle any claim, demand or cause of action relating to a matter for which such party is indemnified without the written consent of the indemnitor.

#### Section 9.03 Warranties of Licensee

Licensee warrants to Pole Owner that its exercise of its rights and performance of its obligations under this Agreement shall be consistent with prudent utility practices.

### **ARTICLE X. INSURANCE AND BOND**

#### Section 10.01 Workers Compensation and Employer's Liability Acts

Licensee shall comply with all applicable worker's compensation and employer's liability acts and shall comply with the requirements of this provision, and shall furnish proof thereof satisfactory to Pole Owner prior to placing Equipment on Pole Owner's Poles.

#### Section 10.02 Maintenance of Insurance Coverage

Without limiting any liabilities or any other obligations of Licensee, Licensee shall, at its sole expense and prior to placing Equipment on Pole Owner's Poles, secure and continuously carry with insurers

acceptable to Pole Owner the following insurance coverage:

*Commercial General Liability insurance* with a minimum single limit of \$1,000,000 to protect against and from all loss by reason of injury to persons, including Licensee's employees, Pole Owner's employees and all other third persons, or damage to property, including Pole Owner's property, Licensee's property and the property of all other third parties, based upon or arising out of Licensee's operations hereunder, including the operations of its contractors of any tier.

*Business Automobile Liability insurance* with a minimum single limit of \$1,000,000 for bodily injury and property damage with respect to Licensee's vehicles whether owned, hired or non-owned, assigned to or used in Licensee's operations hereunder.

*Employer's Liability insurance* with a minimum single limit of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

The policies required herein shall include (a) provisions or endorsements naming Pole Owner, its directors, officers and employees as additional insured, and (b) a cross-liability and severability of interest clause. In addition, all worker's compensation policies shall contain provisions that "the insurance companies shall have no right of recovery or subrogation against the Company, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the parties that the insurance as effected shall protect all parties."

The policies required herein shall include provisions that such insurance is primary insurance with respect to the interests of Pole Owner and that any other insurance maintained by Pole Owner is excess and not contributory insurance with the insurance required under this Section 10.02 and provisions that such policies shall not be cancelled or their limits of liability reduced without thirty (30) days prior written notice to Pole Owner.

A certificate in a form satisfactory to Pole Owner certifying the issuance of such insurance shall be furnished to Pole Owner by Licensee upon request. Commercial general liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate. If requested by Pole Owner, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, shall be furnished to Pole Owner by Licensee.

Pole Owner shall be notified by Licensee of any commercial general liability policies maintained hereunder and written on a "claims-made" form. Such insurance policies written on a "claims-made" basis shall be maintained by Licensee for a minimum period of five (5) years after the termination of this Agreement and Pole Owner may, at its discretion, require Licensee, at Licensee's sole expense, to institute other measures to guarantee future coverage for claims related to Licensee's obligations under this Agreement.

### Section 10.03 Bonding

Upon application to and approval by the Commission, Pole Owner may require Licensee to furnish a bond or other form of financial security instrument to cover the faithful performance by Licensee of its obligations hereunder.

## **ARTICLE XI. FORCE MAJEURE**

Neither Party shall be subject to any liability or damages for inability to perform its obligations under this Agreement, except for any obligation to pay amounts when due, to the extent that such failure shall be due to causes beyond the control of either Party, including, but not limited to, the following: (a) the operation and effect of any rules, regulations and orders promulgated by any commission, municipality, or governmental agency of the United States, or subdivision thereof (so long as the claiming party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) war or act of terrorism; (d) flood; (e) earthquake; (f) act of God; (g) civil disturbance; (h) strikes or boycotts; or (i) equipment breakdown or failure. Provided, the party claiming Force Majeure shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible. Time periods for performance obligations of parties herein shall be extended for the period during which Force Majeure was in effect.

## **ARTICLE XII. NOTICE**

### Section 12.01 Agreement Notice

Except as otherwise provided herein, any notice regarding this Agreement hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as a Party may designate for itself from time to time by written notice, and shall be transmitted by United States mail, by regularly scheduled overnight delivery, or by personal delivery:

PacifiCorp:  
Joint Use Administration  
825 NE Multnomah St., Suite 1700  
Portland, Oregon 97232  
CC: jucontracts@pacificorp.com

South Central:  
45 North 100 West  
Escalante, UT 84726

### Section 12.02 Operational Notice

All notices regarding permitting and other communications regarding day-to-day operations shall be submitted by the Parties via e-mail at the addresses set forth below or at such other address as a Party may designate for itself from time to time by written notice.

PacifiCorp:  
[tdcoordeastreg@pacificorp.com](mailto:tdcoordeastreg@pacificorp.com)

South Central:  
[sccnotices@socen.com](mailto:sccnotices@socen.com)

Emergency after Business Hours contacts shall be made by phone at the numbers provided below and followed up with written notice to the Operational Notice addresses above:

PacifiCorp:  
1-888-221-7070

South Central:  
435-826-4211

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first herein written.

ROCKY MOUNTAIN POWER,  
a division of PacifiCorp

By: [Signature]  
Title: VP

Date: 3/4/10

SOUTH CENTRAL COMMUNICATIONS

By: [Signature]  
Title: CEO

Date: 2/23/10

SOUTH CENTRAL UTAH TELEPHONE  
ASSOCIATION, INC.

By: [Signature]  
Title: CEO

Date: 2/23/10



P.S.C.U. No. 47

Original Sheet No. 4.1

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ROCKY MOUNTAIN POWER  
ELECTRIC SERVICE SCHEDULE NO. 4

STATE OF UTAH

\_\_\_\_\_

**Pole Attachments**

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**AVAILABILITY:** To public utilities, wireless providers, cable television companies, communications companies, or other entities that provide information or telecommunications services or any other services whose operation requires that cables, wires, and other appurtenances be placed on Company utility poles. This Schedule shall be available only upon the following three conditions:

1. The execution of a Pole Attachment Agreement between an “attaching entity” as defined by Utah Admin. Code § R746-345-2 and the Company for permission to place equipment on the Company’s poles; or, in the event that such an agreement has not been reached, the attaching entity is subject to the provisions of the standard Attachment Agreement approved by the Utah Public Service Commission (“Standard Agreement”).
2. The approval by the Company of the attaching entity’s application, as required under the agreement between the Company and the attaching entity, for permission to place equipment on Company poles.
3. The availability of utility poles located on the Company’s interconnected system in the state of Utah, which are of sufficient size and capacity to accommodate the equipment to be installed in accordance with the National Electric Safety Code, the applicable pole attachment agreement and applicable Utah Administrative Code provisions.

**APPLICATION:** The rate specified in this Electric Service Schedule shall apply to all Company-owned poles.

(continued)

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Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 06-035-21

**FILED:** December 7, 2006

**EFFECTIVE:** December 11, 2006





P.S.C.U. No. 47

Original Sheet No. 4.2

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**ELECTRIC SERVICE SCHEDULE NO. 4 - Continued**

**ANNUAL CHARGE:** For each Company pole on which the attaching entity has placed an attachment, \$7.02 per foot of space used by the attaching entity. "Space used" is determined under the provisions of Utah Admin. Code § R746-345-5.A.3.

**TERMS, CONDITIONS, LIABILITIES:** The terms, conditions, and liabilities for service under this Schedule shall be those specified in the applicable pole attachment agreement between the Company and the attaching entity. The annual charge rate specified by the agreement shall be in accordance with the rate specified in this Schedule and shall be subject to periodic adjustment in accordance with the applicable agreement and the rules established by the Public Service Commission of Utah and subject to its approval.

**ELECTRIC SERVICE REGULATIONS:** Service under this Schedule will be in accordance with the terms of the Pole Attachment Agreement or the Standard Agreement between the Company and the attaching entity. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement. In case of any conflict between any of the provisions of the Pole Attachment Agreement or Standard Agreement, this Rate Schedule, and the Electric Service Regulations, the provisions of this Rate Schedule will take precedence followed by the provisions of the Pole Attachment Agreement or the Standard Agreement, whichever is applicable.

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Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 06-035-21

**FILED:** December 7, 2006

**EFFECTIVE:** December 11, 2006

ANNUAL POLE ATTACHMENT RENTAL RATE  
SOUTH CENTRAL COMMUNICATIONS

EXHIBIT A  
SCHEDULE 2  
PAGE 1 OF 1

South Central will adopt PacifiCorp's rate of \$7.02 per foot of space used with primary electrical attachments equaling 7.5 feet; and secondary electrical attachments equaling 1.0 feet for RMP's use of South Central's poles, until it receives approval of its pole attachment rental rate from the Utah Public Service Commission in accordance with R746-345-5 at which time it will provide notice of its approved new rate per this Agreement.

Fee Schedule for non-recurring charges

1. Application Processing Fee (ENS or written)                      \$26.65 + \$4.00 per Pole

Exception: PacifiCorp shall invoice Licensee the actual cost associated with processing applications on Rebuild projects.

2. Inspections

In instances when PacifiCorp has sufficient electronic Pole attachment data existing in its system of record, PacifiCorp may elect to perform a desktop inspection, which is defined as an inspection performed using only existing electronic data, maps and pictures. There is no inspection fees associated with a desktop inspection.

In instances when PacifiCorp does not have sufficient electronic data to perform a desktop inspection or the desktop inspection results in findings that require a field visit, the following inspection fees apply:

2(a) Pre-Construction Inspection Fees - these fees are based upon applications by various entities that wish to attach a cable, or other device, to PacifiCorp's facilities and also occurs prior to when a Licensee wishes to place new cables and/or additional equipment. All pre and post-inspections are broken into three levels of time usage and complexity.

Level 1 (Visual Inspection)                      \$31.30 first Pole; \$17.65 each Pole thereafter

Level 1 inspections are defined as a "drive by" that does not require the inspector to exit the vehicle and are intended to identify that clearances and strength of the structure are visibly verifiable. These inspections are typically performed when Licensee has provided all required information given the type of request on the Application form.

Level 2 (Measured Inspection)                      \$41.20 first Pole; \$30.40 each Pole thereafter

Level 2 inspections are most commonly performed when the Poles do not appear to have proper clearance to accommodate the newly proposed attachment or when Licensee has failed to provide all required information given the type of request on the Application form.

Level 3 (Pole Analysis Inspection)                      \$88.55 first Pole; \$75.90 each Pole thereafter

Level 3 inspections are most commonly performed when the Poles do not appear to have proper strength to accommodate the newly proposed attachment or when Licensee has failed to provide all required information given the type of request on the Application form. This level of inspection is highly common on requests for use of transmission Poles.

PacifiCorp shall not charge Pre-Inspection Fees for an application to remove attachments.

2(b) Post-Construction Inspection Fees - these inspections are completed after a pre-inspection has been approved, and the installation by the original requesting company has been completed.

Level 4 (Visual Inspection)                      \$31.30 first Pole; \$17.65 each Pole thereafter  
Level 4 inspections are defined as a “drive by” that does not require the inspector to exit the vehicle and are intended to identify that Licensee has complied with the engineering data provided in the Application form. This level of inspection shall be used for all removals of attachments, unless the removal has resulted in damage to the Pole in which case additional fees to assess the damage may apply.

Level 5 (Measured Inspection)                      \$41.20 first Pole; \$30.40 each Pole thereafter  
Level 5 inspections are most commonly performed when it appears that Licensee has failed to perform construction in accordance with the specifications on their Application form, has created a NESC violation or has attached to the Pole prior to receiving approval from PacifiCorp.

Level 6 (Pole Analysis Inspection)                      \$88.55 first Pole; \$75.90 each Pole thereafter  
Level 6 inspections are most commonly performed when it appears that Licensee has attached to a Pole prior to receiving approval from PacifiCorp and the attachment appears to have compromised the integrity of the existing structure. This level of inspection is highly common on requests for use of transmission Poles.

3. Unauthorized Attachment Charge  
\$100.00 + Back Rent, per Pole  
Back Rent shall consist of 5 years of rent at the current rental rate.  
(Reference Article 5.02)

4. Topping Fee  
A charge of \$60 per Pole will be assessed, where PacifiCorp completes a Pole replacement with an Attachment by the Licensee and the transfer of the Attachment requires removal of the top of the pole to be completed by PacifiCorp.

5. Return Trip Fee  
A charge of \$255 per Pole will be assessed, where PacifiCorp completes a Pole replacement with an Attachment by the Licensee and the removal of the replaced Pole cannot be completed at the time of construction due to the Licensee’s Attachment; therefore, PacifiCorp will return to the site once the Licensee transfer is complete. This charge is for the return trip, removal of the Pole is not included in this charge.

South Central will adopt PacifiCorp's Fee Schedule (Schedule 1) of this Agreement, until it receives approval of its applicable fees from the Utah Public Service Commission in accordance with the UAR at which time it will provide notice of its approved new rate per this Agreement.

South Central shall continue to inventory the poles in its system (“South Central’s Inventory”). The inventory shall include ownership information, PacifiCorp’ pole number, pole address, GPS Location and number of feet used on the pole by each PacifiCorp and South Central (“Inventory Detail”). South Central shall complete the inventory process on the following timeline:

<b>Area</b>	<b>Inventory Completion Date</b>
Apple Valley	July 1, 2009
Circleville, Kingston, Junction	July 16, 2009
Elsinore	August 4, 2009
Marysville	September 1, 2009
Panguitch, Panguitch Lake	October 28, 2009
New Harmony	November 12, 2009
Enterprise	December 7, 2009
Enoch	February 22, 2009
Cedar City	March 15, 2010
Kanaraville	April 8, 2010
Milford	May 27, 2010
Minersville	June 24, 2010
Beaver	July 19, 2010
Paragonah	August 11, 2010
Parowan, Brian Head, Summit	August 31, 2010

Upon incremental completion of South Central’s Inventory, South Central shall provide the Inventory Detail for each completed area to PacifiCorp in redlined format of the excel data provided by PacifiCorp, within ten (10) business days of the Inventory Completion Date as set forth above. South Central’s Data shall also show Poles owned by South Central where PacifiCorp is attached.

In the event that South Central is unable to complete the Inventory process for each area as outlined above (the “Area”), South Central will give notice to PacifiCorp of its revised anticipated inventory completion date for each such Area (the “Revised Completion Date”). If South Central’s Revised Completion Date is not acceptable to PacifiCorp, the parties will schedule a meeting or conference call within seven (7) business days of receipt of Revised Completion Date to discuss the inventory process and to come to a mutually acceptable Revised Completion Date. If the parties are unable to agree on a Revised Completion Date, PacifiCorp shall, upon thirty (30) days written notice to South Central, be entitled to unauthorized attachment fees on South Central’s undisclosed pole in such Area pursuant to Section 5.02 of the Pole Attachment Agreement if such inventory is not completed within the thirty (30) days.

## CRITERIA FOR RESOLVING JOINT POLE OWNERSHIP WHEN OWNERSHIP IS INCONCLUSIVE BETWEEN SOUTH CENTRAL AND PACIFICORP

This criterion is to be applied in the cascading order presented below when ownership records between the South Central and PacifiCorp are in conflict:

### 1. Primary Review –

Disputed poles shall be examined to determine whether they are in a South Central or PacifiCorp lead. A “Lead” is defined as a straight line of poles constructed by the same entity. If a disputed pole is in a South Central or PacifiCorp Lead, ownership shall be determined by ownership of three poles on either side of the disputed pole.

### 2. Secondary Review –

To the extent the primary review is inconclusive to establish ownership the following criteria will be used:

2.1. PacifiCorp will be the default pole owner when one or more of the following conditions Exist:

- Only PacifiCorp is attached to the Pole and South Central is not.
- PacifiCorp has any of the following equipment on the pole:
  - Transmission Circuit
  - Equipment such as transformers, regulators, capacitors, switching, etc.
- PacifiCorp is attached and is the predominant owner of the Lead, and poles in the Lead are similar, i.e., same year, height, manufacturer, class, etc.
- PacifiCorp is attached and the pole is 45 ft. or taller.

2.2. South Central will be the default pole owner when one or more of the following conditions exist:

- South Central is attached to the Pole and PacifiCorp is not.
- South Central is attached and is the predominant owner of the Lead, and poles in the Lead are similar, i.e., same year, height, manufacturer, class, etc.
- South Central is attached and the pole is less than 45 ft. tall, with no PacifiCorp conductor at primary voltage (defined as 2.4 KV or greater).

### 3. Alternative Default Determination –

Any poles for which ownership remains in dispute after the initial and secondary review will be allocated between the Parties in accordance with the ownership ratio of non-disputed poles between the Parties.

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**EU - Joint Use****Table of Contents*****Information Standards***

<u>Standard</u>	<u>Title</u>	<u>Revision Date</u>
EU 001	Joint Use—General Information .....	10 Nov 98
EU 101	Joint Use—Pole Space Allocation .....	22 Mar 07
EU 211	Joint Use—Climbing Space Through Communication Circuits .....	31 May 93
EU 221	Joint Use—Clearances, Communication to Supply Circuits	8 Nov 07
EU 231	Joint Use—Clearances, Communication Above Ground, Roadway or Water .....	17 Mar 00
EU 241	Joint Use—Clearances, Communication Equipment to Risers .....	17 Mar 00
EU 251	Joint Use—Clearances, Communication Equipment to Transformers .....	17 Mar 00
EU 261	Joint Use—Clearances, Communication Equipment to Street Lights .....	17 Mar 00
EU 281	Joint Use—Clearances, Low Voltage Service Drops ....	31 May 93
EU 401	Joint Use—CATV on Poles .....	22 Mar 07

**EU**

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*Distribution Construction Standards*

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**Joint Use—General Information**

**A. Scope**

Joint use agreements with other utilities include standards covering the attachments involved. This section contains drawings covering joint use of poles by supply and communications circuits and equipment. These drawings conform with the applicable requirements of joint pole practices for supply and communications circuits: National Electrical Safety Code, ANSI C2–1997 (NESC); California Public Utility Commission General Order No. 95 (G.O. 95); and other state and local requirements.

**B. General**

The drawings in this section specify the clearances required and the typical arrangement of attachments.

Questions concerning conflicts or impaired clearances between supply circuits and communications circuits, including community antenna TV cables, which are not adequately covered by the scope or detail of this section, shall be referred to the area engineer.



These standards apply to all other utilities and other entities who own facilities which contact or are supported by equipment owned by PacifiCorp, including attachments not covered by joint use agreements.

Any trolley circuits attached to company-owned power poles will require special joint use agreements and drawings showing clearances. Trolley circuit attachments will require distribution engineering approval on a case-by-case basis.

Over-lashing of communication cables is an acceptable practice and will follow the same policy as any other attachment request. The application will be reviewed by PacifiCorp and the party being over-lashed, to determine any upgrades that may be required. The requesting party, the party that is being over-lashed, and PacifiCorp will agree to payment of the cost of any needed upgrades and the attachment fees.

The addition of the new cable will place additional loading requirements on poles and down guys and will impact the sag of the existing cable. These items will need to be reviewed to see if pole change-outs or guy replacements will be necessary.

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Stds Team Leader (D. Jones): 

**Joint Use  
General Information**



10 Nov 98

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Page 1 of 2

**EU 001**

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Page 2 of 2

10 Nov 98

**Joint Use  
General Information**

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Engineer (S. Waddoups):   
Stds Team Leader (D. Jones): 

**Joint Use—Pole Space Allocation**

**A. Scope**

This standard provides information regarding the allocation of space on joint use poles for attachment of telephone, cable TV, and PacifiCorp facilities.

**B. General**

**1. Compliance with Safety Codes and Rules**

It is intended that all construction will meet or exceed the requirements of the latest edition of the National Electrical Safety Code (NESC). All work will be performed in a safe manner which complies with the rules of the NESC, the Occupational Safety and Health Administration (OSHA) and the rules of any state agencies having jurisdiction.

**2. Communication Includes Telephone and Cable TV**

The term “communication” is considered to include both telephone and cable TV. This is how the term is used by the NESC.

**3. Available Pole Space**

The setting depth of a pole in normal soil is approximately 10% of the pole length plus 2 feet. Thus a 40-foot pole will be set 6 feet into the ground with 34 feet remaining above ground; and a 45-foot pole will be set 6 1/2 feet deep with 38 1/2 feet above ground.

**4. Joint Use Agreements**

Some of the joint use agreements do not match all conditions set forth in the EU section of the distribution construction standards. A specific joint use agreement may spell out a different method of sharing costs of taller poles. In that case, the agreement takes precedence over this standard.

**5. Bonding of Communication or Cable Equipment to Ground**

When a pole ground is required by the communication utility and does not exist on the pole, the communication utility shall request the installation of a pole ground by PacifiCorp. This allows PacifiCorp to ground the neutral conductor attached to the pole. The communication company shall pay for all expenses incurred. At no time shall the communication utility personnel be in PacifiCorp’s pole space.

**6. Guying and Anchoring**

The communication utility shall not attach their guy wires to PacifiCorp’s anchors unless explicit written permission is given for each specific location. Anchor rod auxiliary eyes are not permitted on PacifiCorp anchors. Additionally, all guy wires installed on PacifiCorp anchors to support communication utility’s equipment or cable shall be insulated as defined by Rule 279A2a of the NESC and in accordance with PacifiCorp standard practice. This practice meets code and also prevents galvanic corrosion of anchors. The insulator shall meet NESC flashover and strength requirements. If, by written permission, PacifiCorp allows the guy wire to be bonded at the pole, an insulator is still required that meets NESC strength requirements as stated in NESC Rules 279A3 and 279A1c.



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<p>Engineer (D. Asgharian): <i>DDA</i> Standards Manager (G. Lyons): <i>GL</i></p>		

# EU 101

All guy wires attached to the communication utility's own anchors shall meet NESC requirements.

## 7. Replacing an existing pole

When PacifiCorp has need to replace an existing pole with joint use attachments and the attachment cannot immediately be transferred directly to the new pole, an alternative method of attachment may be used to reduce crew and traveling time. The following criteria must be satisfied prior to such action:

1. The pole is positioned close enough to allow attachment by this method.
2. The condition of the old pole section will maintain the integrity of the attachments.
3. No other issues are apparent that sacrifice proper clearances, safety, or working conditions.

This method of attachment should be considered temporary, and affected joint use utilities must remove their facilities within a reasonable time frame. Additionally, the last joint use utility to work on the structure must remove and dispose of the old section of the pole and DA bolts.

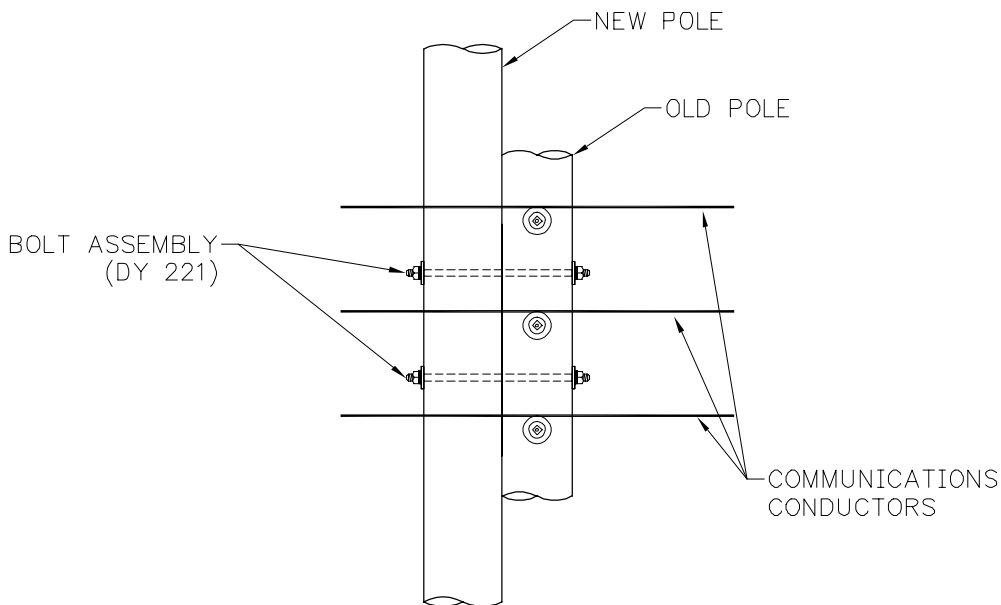


Figure 1—Pole Replacement with Existing Communications Conductors

## C. Allocation of Pole Space

### 1. Separation Space - Permitted Uses

- a) There shall be a minimum of 40 inches of clearance between the surface (not the center) of any supply system conductors or equipment (including support hardware and washers) and any communications system conductors or equipment (including support hardware and washers).
- b) Communication equipment is not permitted to be mounted in the 40-inch separation space.

- c) Street lighting fixtures may be installed in the separation space when necessary to meet mounting height requirements provided that such installations are in accordance with the NESC and other applicable codes. For details, see EU 261. In California, see EU 271.

**2. 40-Foot Basic Pole**

The allocation of space and the usual points of attachments for telephone, TV cable, and electric facilities depends on the length of the "basic pole". In some areas, the basic pole is 40 feet in length (about 34 feet above ground). Figure 1 shows the space allocations and the usual points of attachment for a 40-foot joint use pole.

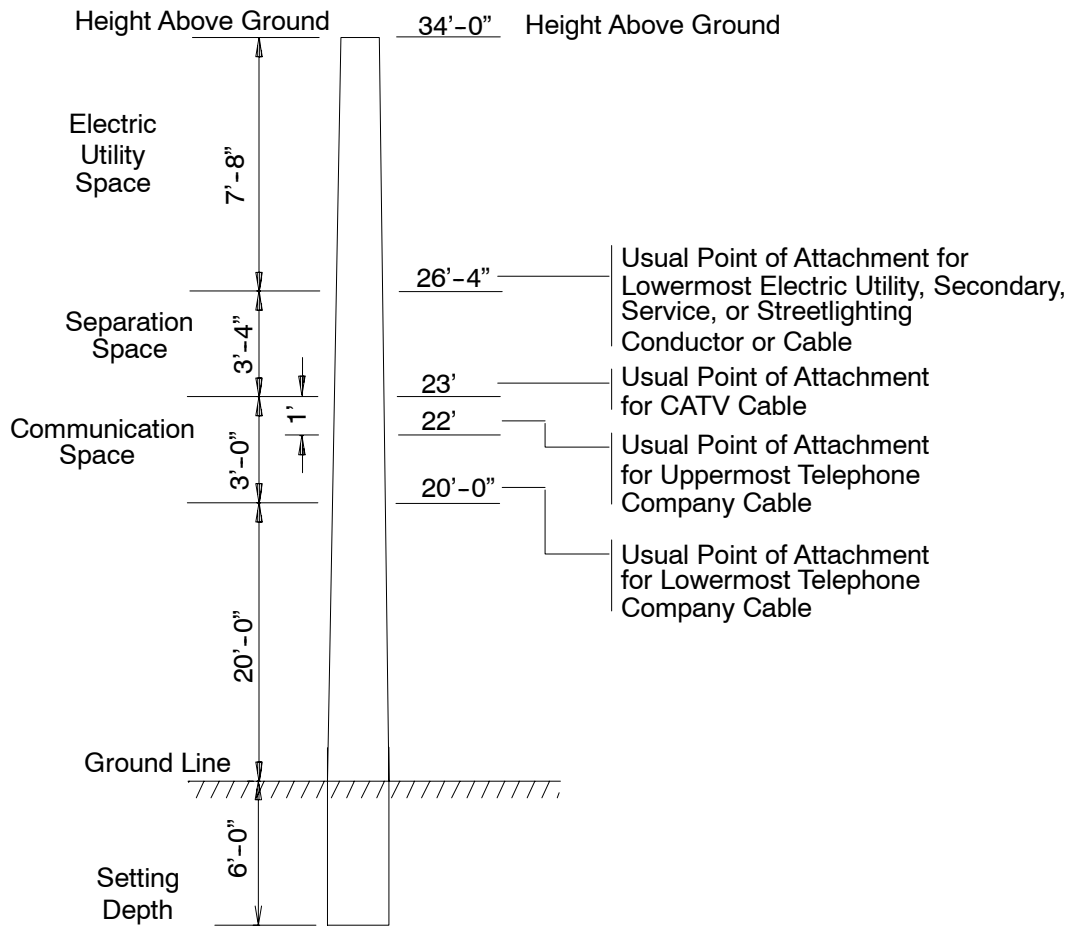


Figure 1 - Space Allocation on 40Foot Basic Joint Use Pole

# EU 101

## 3. Poles Taller Than the 40-Foot Basic Pole

The company requiring extra pole height pays the extra cost and gets to use the extra height, less the 10% used by the deeper pole hole.

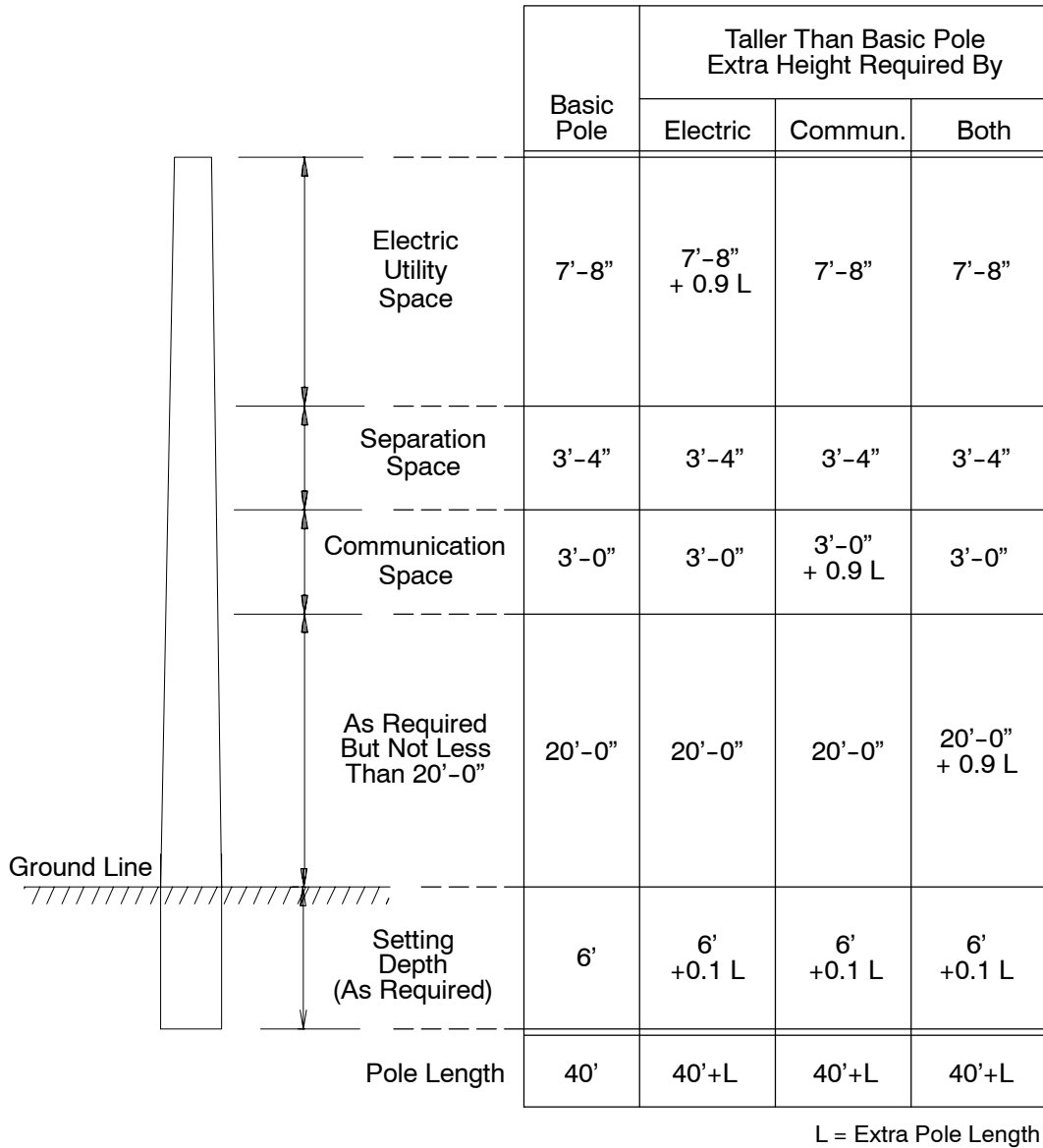


Figure 2 - Space Allocation on Poles Taller Than the 40-Foot Basic Pole





**4. 45-Foot Basic Pole**

The allocation of space and the usual points of attachments for telephone, TV cable, and electric facilities depends on the length of the "basic pole". In many areas, the basic pole is 45 feet in length (about 38 1/2 feet above ground). Figure 3 shows the space allocations and the usual points of attachment for a 45-foot joint use pole.

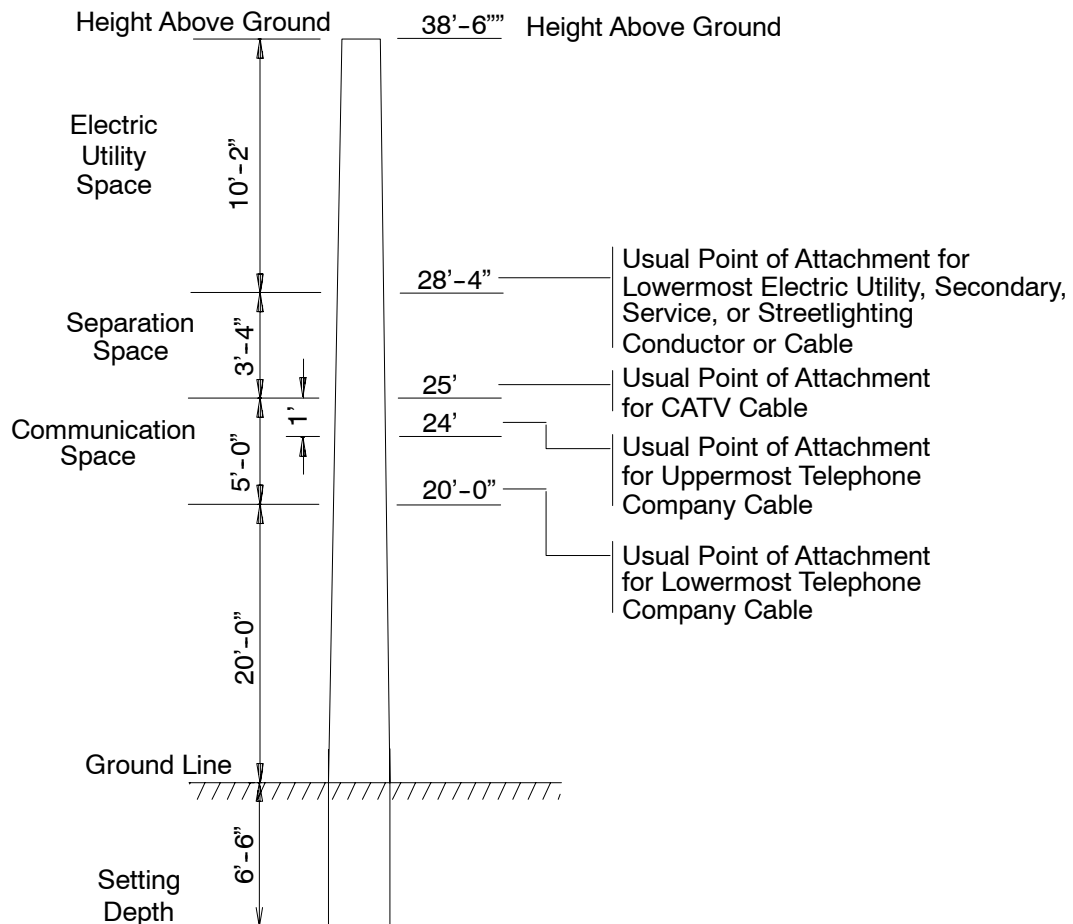


Figure 3 - Space Allocation on the 45-Foot Basic Joint Use Pole

# EU 101

## 5. Poles Taller Than the 45-Foot basic Pole

The company requiring extra pole height pays the extra cost and gets to use the extra height, less the 10% used by the deeper pole hole.

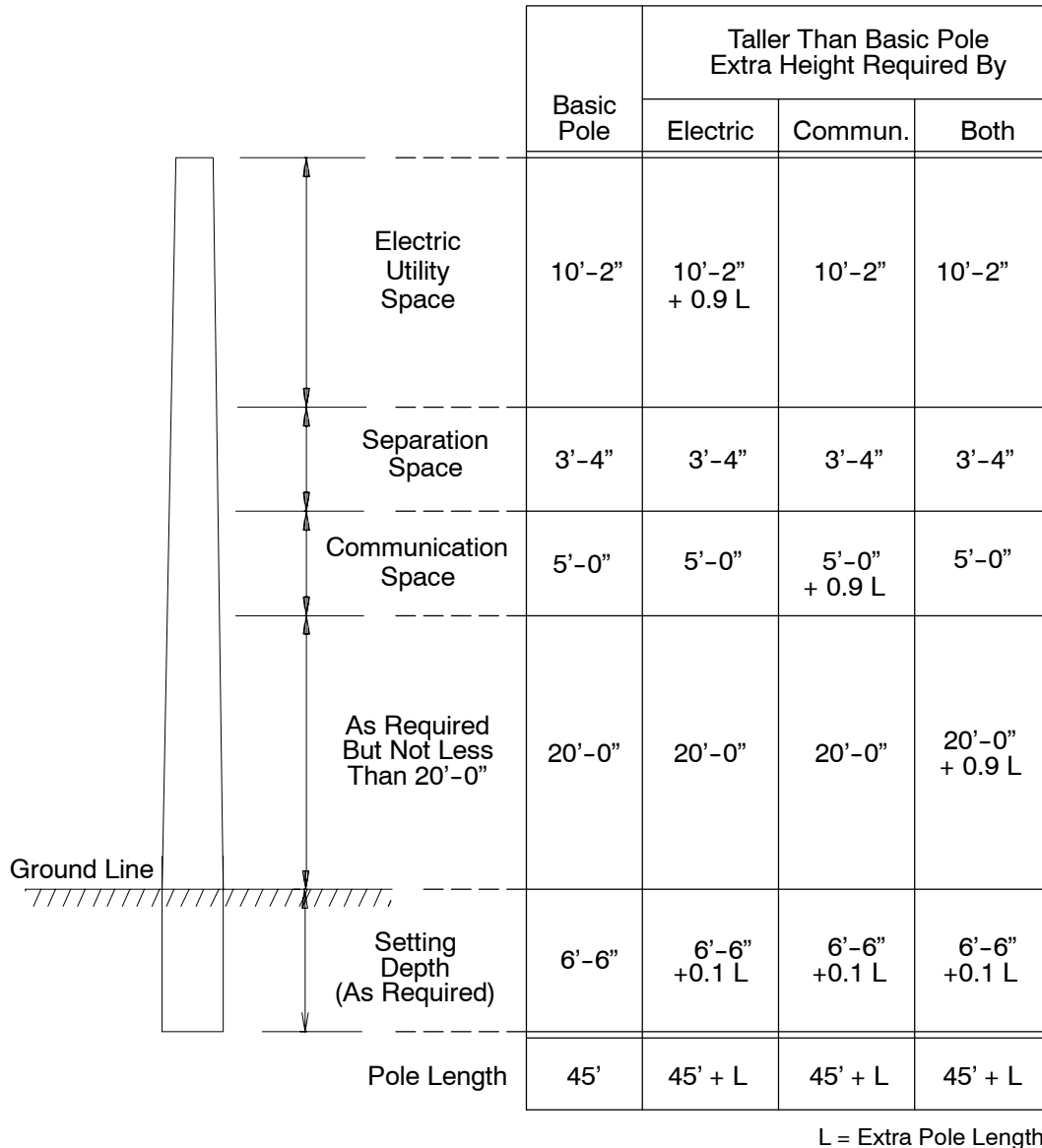


Figure 4 - Space Allocation on Poles Taller Than the 45-Foot Basic Pole



## Joint Use—Climbing Space Through Communication Circuits

### A. Scope

This standard provides information defining the climbing space requirements for joint use poles through the communication circuit level. Included are communication cables, service drops and vertical runs attached to the pole.

### B. General

The climbing space as defined is intended to provide adequate clearances on the pole for safe ascent and descent by line personnel. The climbing space must extend 40 inches above and below the referenced communication—circuit or 48” above and below in California (see Figure 1). If the climbing space is rotated around the pole for continued climbing, the climbing spaces in different quadrants of the pole must overlap.

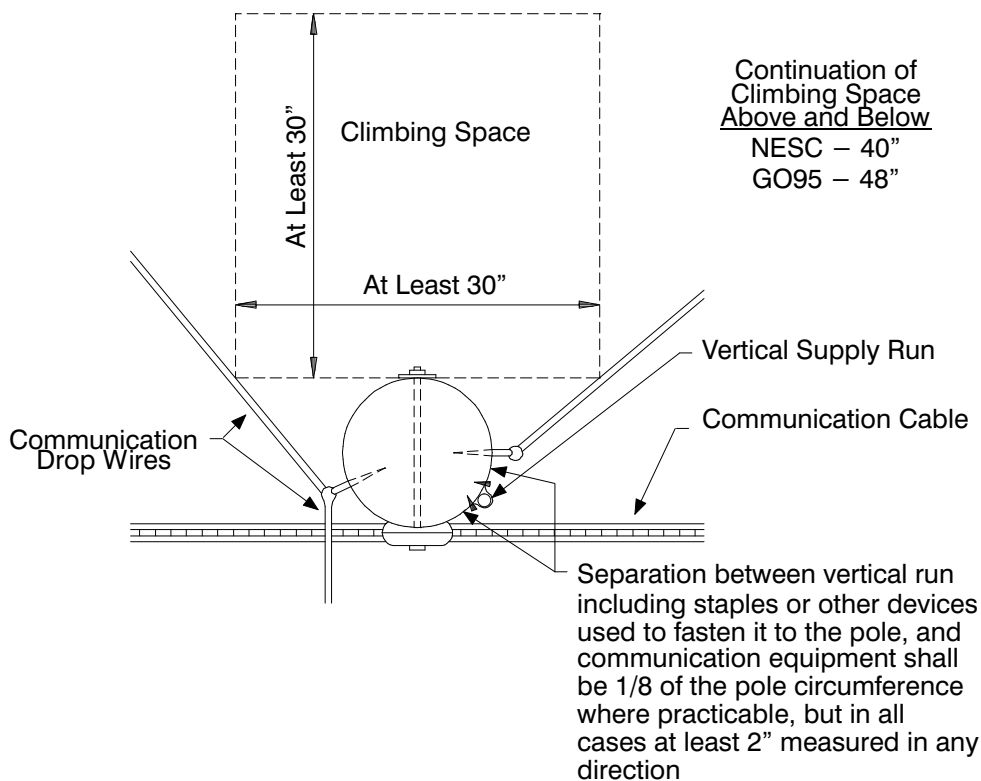


Figure 1 – Climbing Space

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 Construction Standard**

Engineer (N. J. Johnson):  
 Distribution Engrg. (D. Horman):  
 Standards Services (M. Brimhall):

**Joint Use  
 Climbing Space Through  
 Communication Circuits**

**PACIFICORP**  
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31 May 93

**EU 211**  
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## Joint Use—Clearances, Communication to Supply Circuits

### A. Scope

This standard provides information regarding vertical clearances between PacifiCorp supply circuits and joint use facilities. Included are communication circuits, neutral supports and secondary supply supports.

### B. General

The vertical clearances between company supply circuits and other utility attachments are specified in this standard.

#### 1. Vertical Spacing - Crossarms

The vertical spacing requirements between company supply circuits and communication circuits varies depending upon the voltage level and NESC and/or state (California and Washington) jurisdiction (see Figure 1 and Table 1 for clearances.).

#### 2. Vertical Spacing - Attachments to Pole

The vertical spacing requirements between company supply circuits attached to the pole and communication circuits depends upon the supply voltage level, effectively grounded cables and NESC and/or state (California and Washington) jurisdiction (see Figure 2 and Table 2 for clearances).

#### 3. Open Wire Communications Circuits

It is not intended that there be any new joint use poles with open wire communications circuits. Clearance to these circuits is shown because some of this type of construction still exists.

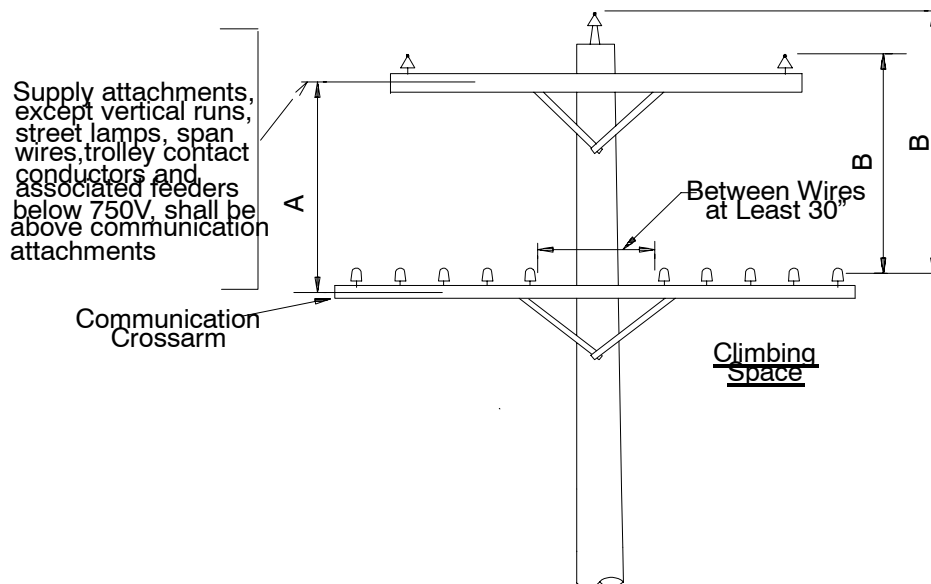


Figure 1 - Vertical Spacing of Crossarms and Circuits, Communication & Supply

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Standards Manager (G. Lyons): *GL*

**Joint Use—Clearances,  
Communication to  
Supply Circuits**

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Table 1 - Vertical Clearance Between Supply and Communication Facilities

Voltage of Supply Circuit	Min. X-arm Spacing (In.) (Dimension A)	Min. Conductor Spacing (In.) (Dimension B)
NESC [1]		
0-8700	48	40
8700-50000	72	60
Washington [2]		
0-7500	48	40
Over 7500	84	84
California [2]		
0-7500	48	48
7500-75000	72	72

- [1] Voltage is to ground if an effectively grounded circuit, otherwise voltage is highest voltage between any two conductors.
- [2] Voltage is highest voltage between any two conductors.

California G. O. 95 exceptions, Dim. A  
 Rule 92.1B  
 0-750V supply on racks—A = 72"  
 Supply cables—A = 48"

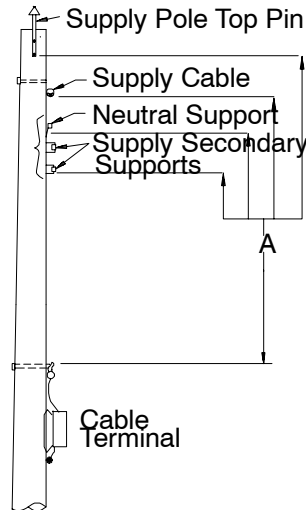


Figure 2 - Vertical Clearances Between Conductors and Noncurrent Carrying Metal Parts of Communication Equipment and Supply Circuits

Table 2 - Vertical Clearances Between Conductors and Noncurrent Carrying Metal Parts of Communication Equipment and Supply Circuits

Dim. A	Washington		NESC		California	
	Voltage of Supply Circuit Concerned [2]	Min. Clearance Inches	Voltage of Supply Circuit Concerned [1]	Min. Clearance Inches	Voltage of Supply Circuit Concerned [2]	Min. Clearance Inches
A	0- 7500	40	0-8700	40	0-7500	48
	Over 7500	84	Over 8700	60	7500-75000	72



- ① Voltage is to ground if an effectively grounded circuit, otherwise same as ②.
- ② Voltage is highest voltage between any two conductors.

**4. Horizontal Spacing**

The preferred method of attaching communications cables to poles is to utilize one side of the pole with 12" minimum vertical separation between cables. This allows climbing on the other side of the pole. However, in certain circumstances, PacifiCorp will allow installation of communications cables on both sides of a pole, as long as there is a minimum of 30" horizontal separation between wires for climbing. This separation can be obtained by using fiberglass arms, strong enough to handle physical loads upon them and long enough to provide the needed 30" separation at the point of attachment to the pole (see Figure 1 and Figure 3).

(If Figure 1 is the attachment method being used, 30" horizontal measurements are required between cables. This measurement applies to any cables attached to the crossarm, but must also take into consideration any cable attached directly to the pole.)

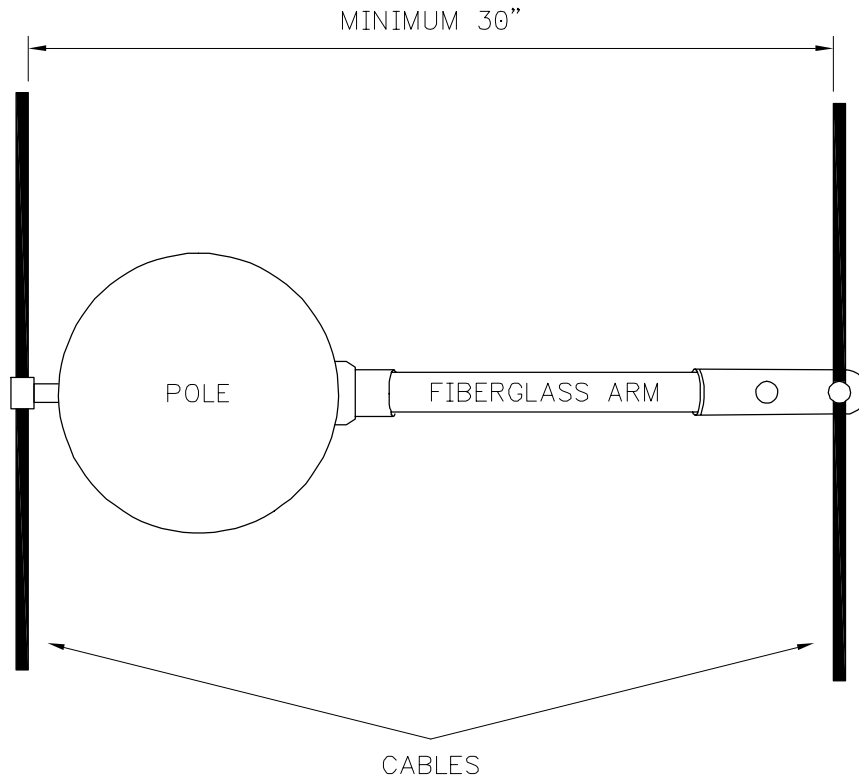


Figure 3 - Horizontal Spacing Using Fiberglass Arm

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**Joint Use—Clearances,  
Communication to  
Supply Circuits**

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Engineer (D. Asgharian): *DDA*  
Standards Manager (G. Lyons): *GL*

**Joint Use—Clearances, Communication Above Ground, Roadway or Water**

**A. Scope**

This standard provides information regarding the minimum clearance required between joint use facilities attached to PacifiCorp structures and ground, roadways, and waterways.

**B. General**

The vertical clearances of all facilities attached to PacifiCorp structures must meet or exceed the minimum requirements of the National Electrical Safety Code (ANSI C2, current edition), and any applicable state or local codes and the requirements of the PacifiCorp construction standards. These requirements shall apply to communication circuits, fiber optic lines, cable television circuits, messenger wires, guy wires and any other foreign owned facilities attached to PacifiCorp equipment.

In the event that the owner of a foreign facility is not a public utility company, then the attached facility must also comply with the provisions of the National Electrical Code (NFPA 70).

**C. Application**

1. Clearances shall be maintained at maximum loading conditions as defined by NESC rule 232.
2. PacifiCorp clearance requirements are found in section DC of the Distribution Construction Standards. PacifiCorp ground clearance requirements are found in section DC 111.
3. In the event of conflicting requirements, the requirement which provides more clearance shall apply.

**D. Special Requirements by State**

**1. Utah**

For state and federal highways, the following requirements are to be followed:

- a) At intersections, minimum clearances are the applicable NESC clearance plus 13 feet.
- b) At other points adjacent to or crossing a state highway, minimum clearances are NESC clearances plus 8 feet.
- c) Crossing any public roadway, the minimum ground clearance is 18 feet.

**2. Washington**

Along or crossing a state or federal highway, 24 feet of ground clearance is required.




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**Joint Use—Clearances,  
Communication Above  
Ground, Roadway or  
Water**

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Construction Standard**

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Engineer (S. Waddoups): 

Stds Team Leader (D. Jones): 

**Joint Use—Clearances, Communication Equipment to Risers**



**A. Scope**

This standard provides information regarding the location of risers and vertical runs on joint use poles. Included are company owned supply risers, communication risers and ground conductors.


**B. General**

Risers and vertical runs on joint use poles shall be located on poles so as to minimize congestion, provide adequate climbing space and meet clearance requirements. Whenever practicable, risers and vertical runs shall be located on the 'away from'-traffic side of the pole. If supply and communication risers are required on the same pole, they should be installed in the same quadrant away from the climbing space. For typical arrangement of joint risers, see Figure 1. For preferred arrangements of risers and vertical runs on joint poles, see Figure 2. Supply cable risers shall be installed in approved protective conduit (see standard GC 051). Supply cable carried vertically through communication attachments and supply circuits shall be attached to the pole so as to meet or exceed minimum NESC clearance requirements in all areas (see Figure 3).



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**Joint Use  
Clearances,  
Communication  
Equipment to Risers**

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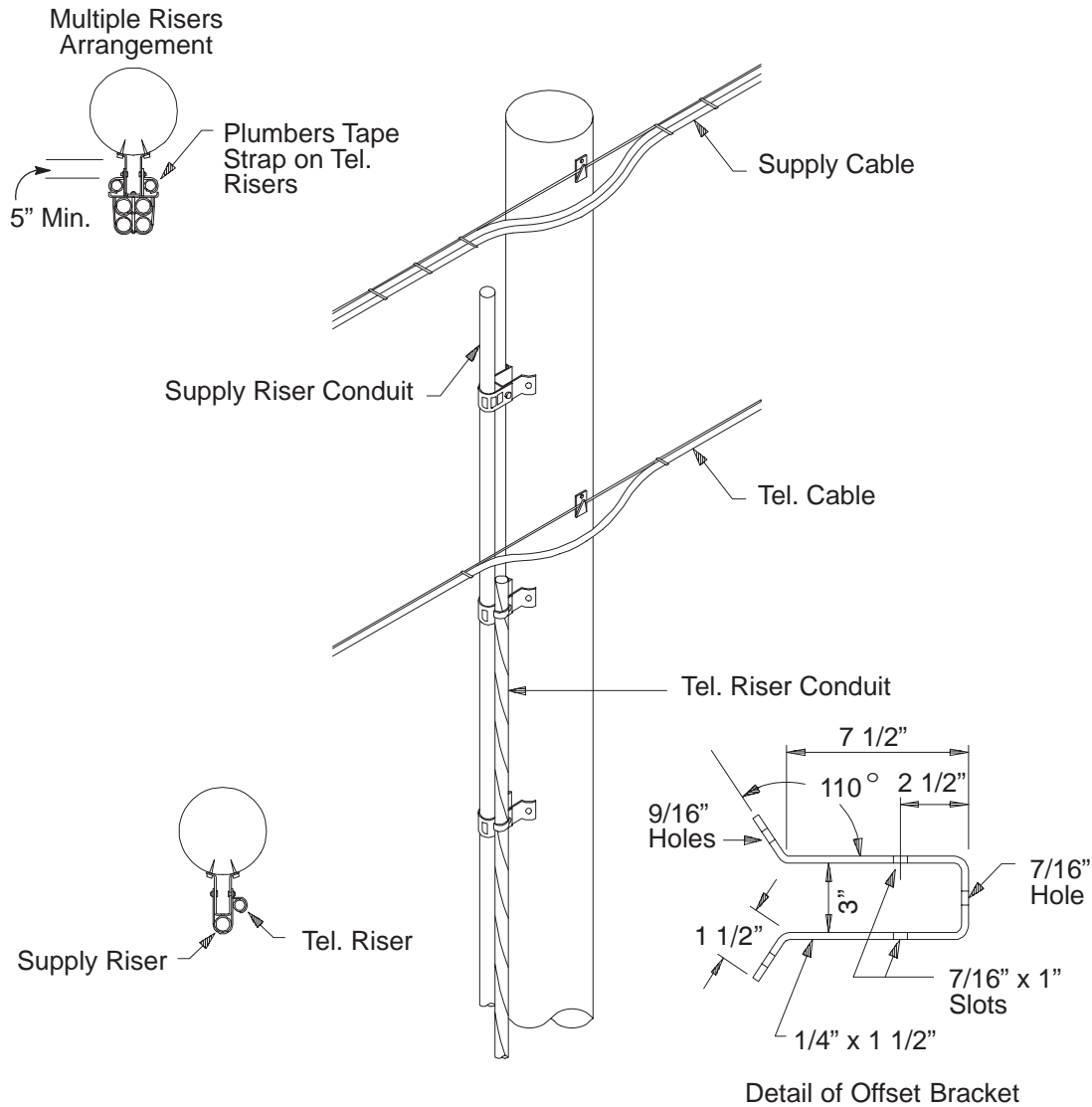


Figure 1 – Typical Arrangement of Supply and Communications Risers

**NOTES:**

1. Arrangement for joint use of offset bracket for support of one supply riser and one communications riser. The actual offset bracket may be another approved style. Two or more supply riser conduits will always be on offset brackets, in which case the communications riser or risers shall also be on the brackets.
2. All supply riser conduits shall be supported by offset brackets. Multiple risers, supply or communication or both shall be combined on a riser offset bracket. If a supply riser is installed on an offset bracket, the communication riser shall also be on the offset bracket.
3. Spacing between brackets shall not exceed 10 feet and provide as much clearance as possible between pole and conduit surfaces but not less than 5 inches.

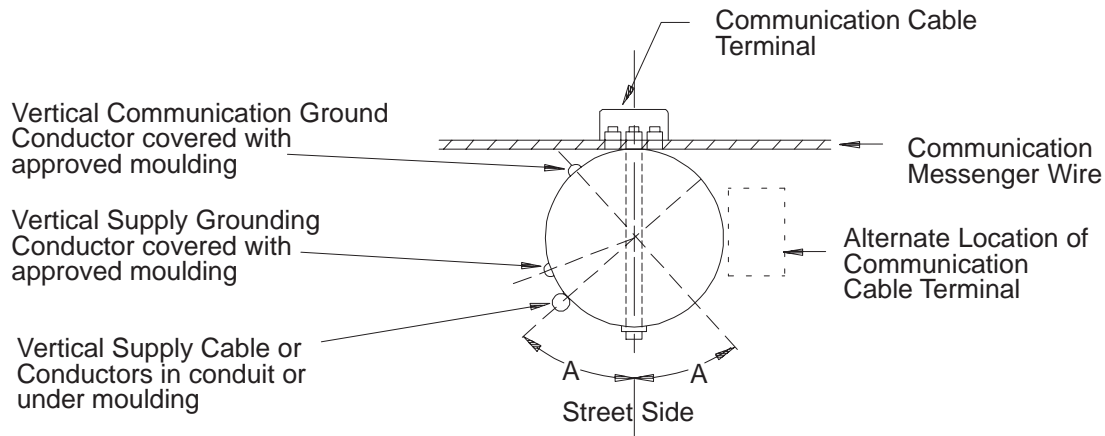
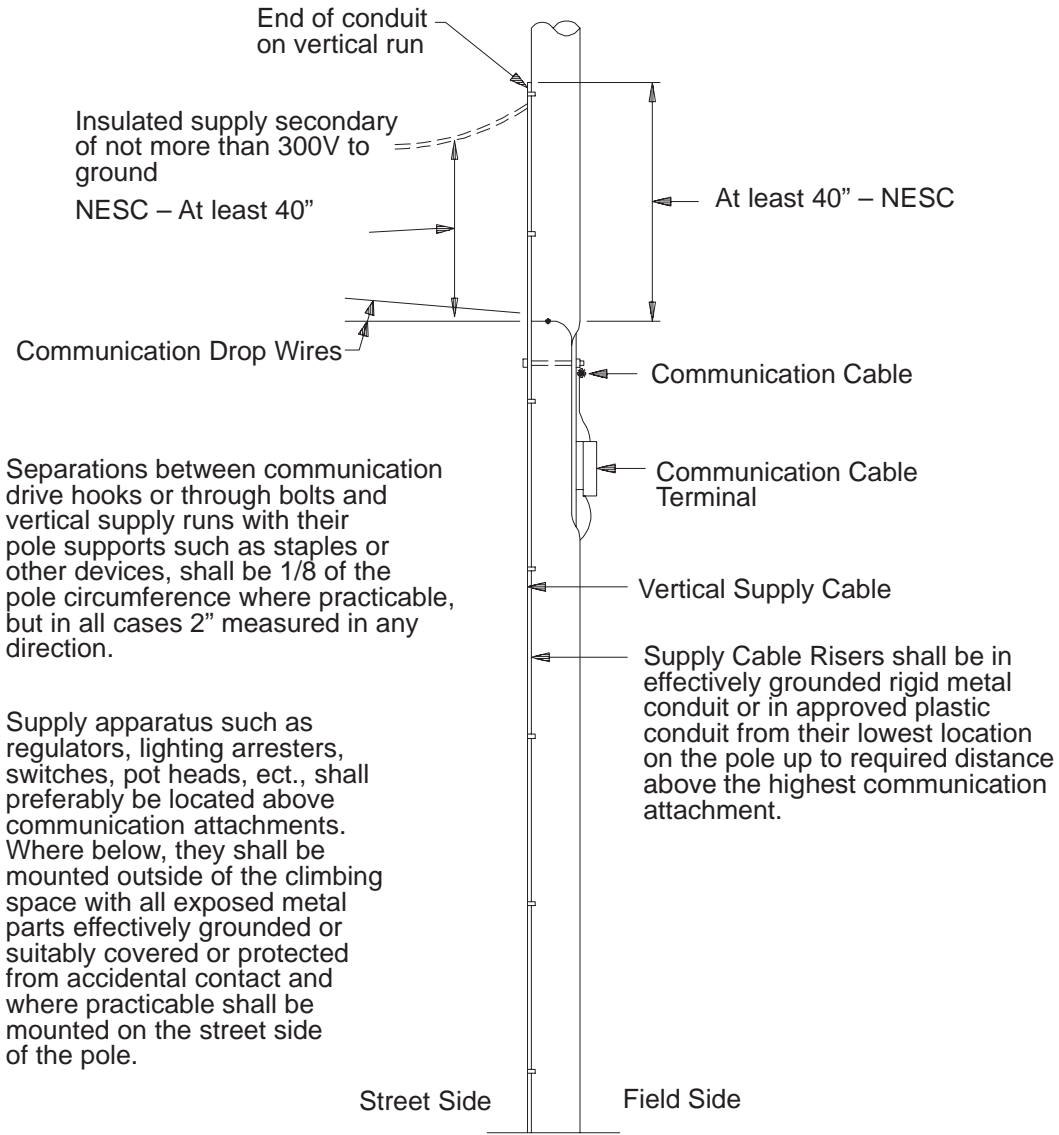


Figure 2 – Preferred Locations for Risers, etc. on Joint Use Poles

**NOTES:**

1. Whenever practicable, angle A should be approximately 45 degrees. The risers and vertical runs shall be located on the low side of raked and other non-vertical poles.
2. All supply riser conduits shall be supported by offset brackets. Multiple risers, supply or communication or both shall be combined on a riser offset bracket. If a supply riser is installed on an offset bracket, the communication riser shall also be on the offset bracket.
3. Spacing between brackets shall not exceed 10 feet and provide as much clearance as possible between pole and conduit surfaces but not less than 5 inches.
4. The clearance between supply hardware and communications hardware shall be as much as practicable but in no case less than 2 inches in any direction, except if all the following applies:
  - a) The systems and applicable codes involved would permit grounding of the hardware.
  - b) The hardware involved in the reduced clearance is effectively grounded at the location.
  - c) The hardware involved is mechanically and electrically securely bonded.

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Separations between communication drive hooks or through bolts and vertical supply runs with their pole supports such as staples or other devices, shall be 1/8 of the pole circumference where practicable, but in all cases 2" measured in any direction.

Supply apparatus such as regulators, lighting arresters, switches, pot heads, ect., shall preferably be located above communication attachments. Where below, they shall be mounted outside of the climbing space with all exposed metal parts effectively grounded or suitably covered or protected from accidental contact and where practicable shall be mounted on the street side of the pole.

Figure 3 – Supply Riser on Joint Use Pole

**Joint Use—Clearances, Communication Equipment to Transformers**

**A. Scope**

This standard provides information regarding clearances between communication cables and supply transformers attached to joint use poles.

**B. General**

Clearance requirements between communication cables and supply transformers vary according to geographic location and supply system voltage. For typical joint pole arrangement with supply transformer, see Figure 1. NESC and WAC (Washington) supply transformer clearances are identical (see Table 1).

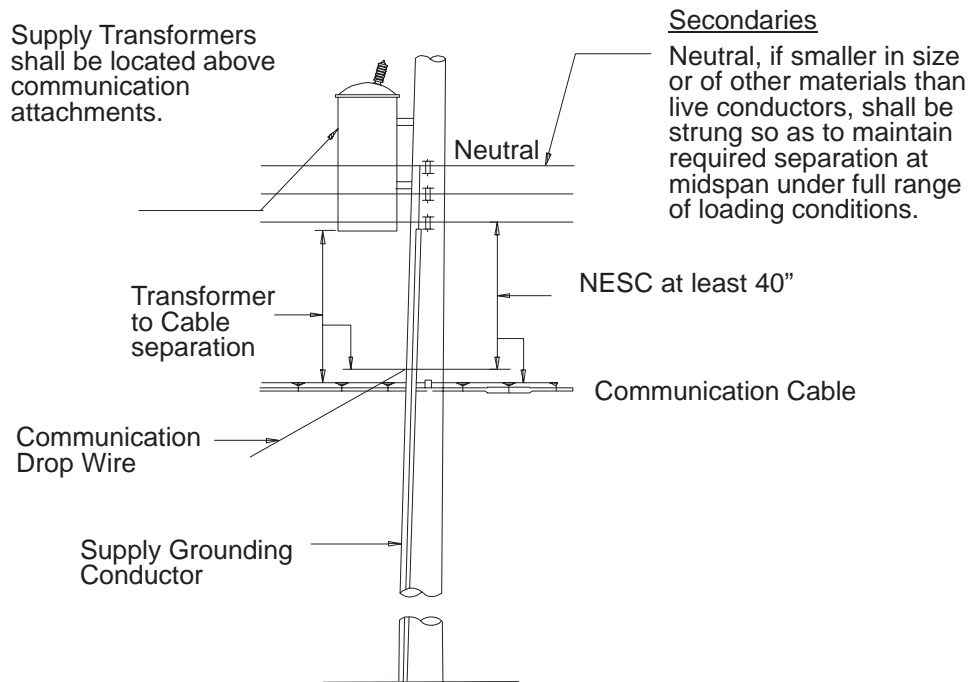


Figure 1 – Clearances Between Transformers and Communications Cables

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Table 1 – Clearance from Transformers for Communication Cables

Transformer Primary Voltage	Minimum Clearance In Inches
NESC & Washington	
0–8700	40 <sup>1</sup>
8700–50000	60 <sup>1</sup>

**NOTES:**

- <sup>1</sup> If transformer cases are effectively grounded, these clearances may be reduced to 30 inches.
- <sup>2</sup> With guard arm above communication cable, may be reduced to not less than 48 inches.

**Joint Use—Clearances, Communication Equipment to Street Lights**

**A. Scope**

This standard provides information regarding vertical clearances between street lights and joint use facilities. Included are clearances from communication circuits and cable T.V. to street lights and street lighting supply drip loops.

**B. General**

The vertical clearances between street lights, street lighting service drip loops, and communication facility attachments are specified in this standard.

**1. Vertical Clearance—Communication Cable**

The vertical clearances required between street lighting equipment and communication cables attached to the pole are defined on pages 2 and 4 of this standard. Street lighting may be installed above or below the communication level, provided that required clearances shown on pages 2 through 5 are met.


**2. Vertical Clearance—Open Wire Telephone on Crossarm**

The vertical and horizontal clearances required between street lighting equipment and open wire communication circuits on wood crossarm are defined on pages 3 and 5 of this standard. Street lighting may be installed above or below open wire communication circuits provided that required clearances shown on pages 2 through 5 are met.

**Applicable in All States**

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**Joint Use  
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Communication  
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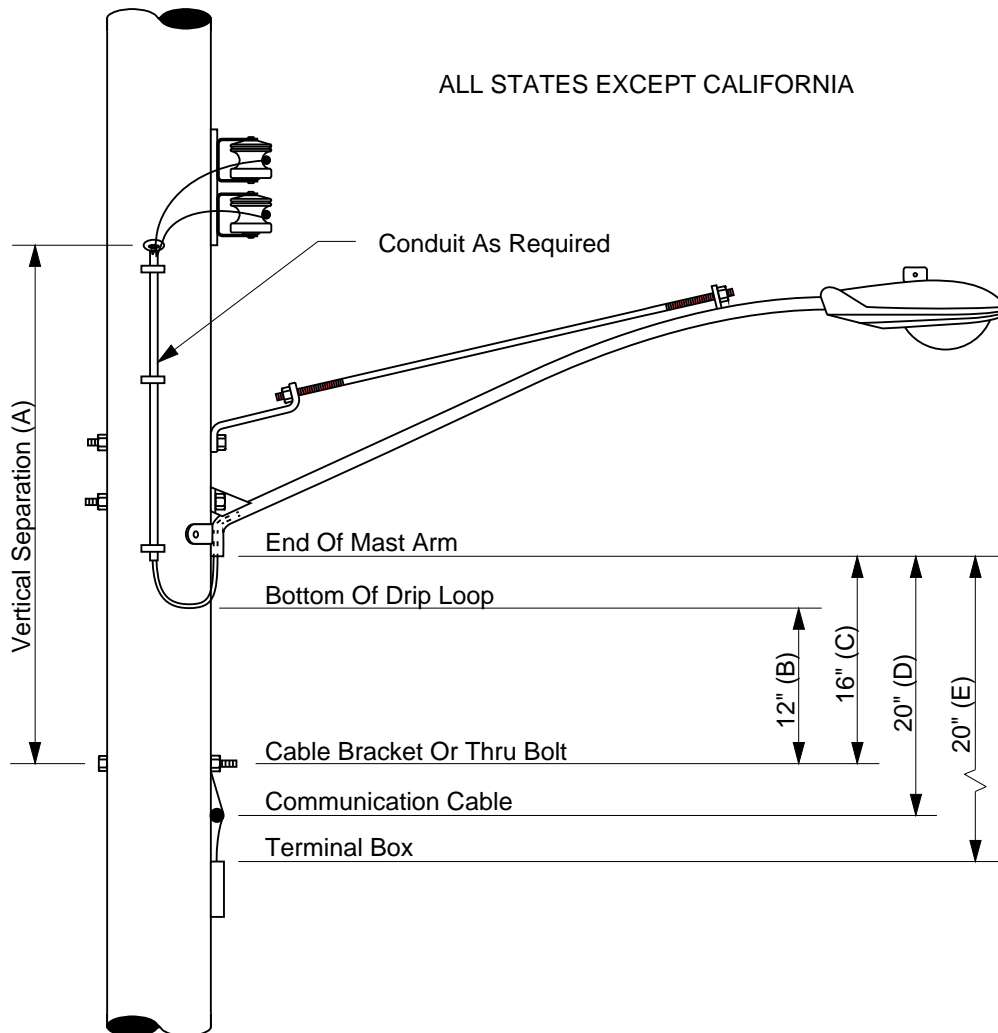
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ALL STATES EXCEPT CALIFORNIA



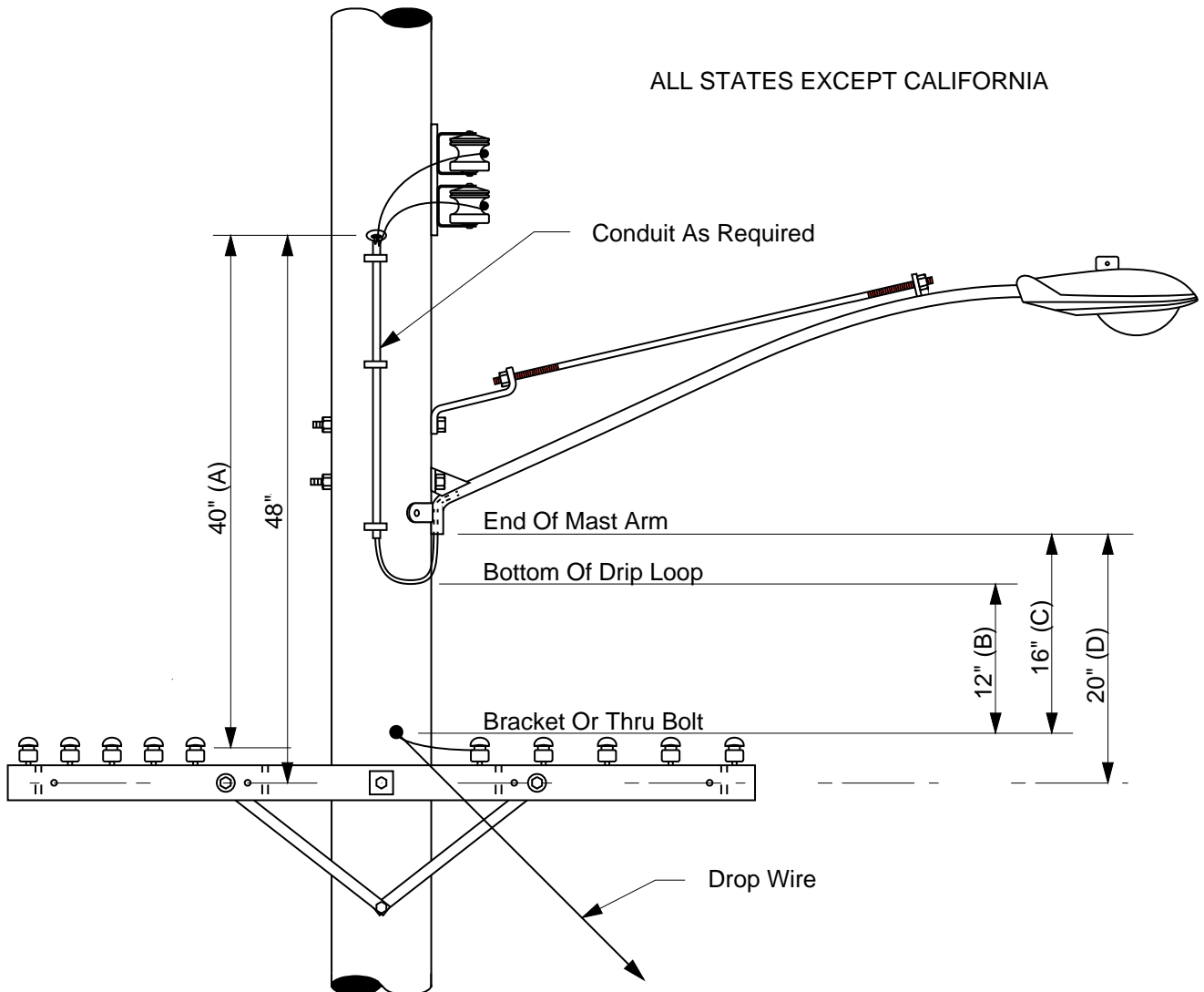
**NOTE:**

- A. Vertical Separation (NESC SEC. 23, #238-1)**  
 40" If supply voltage is 0 – 8700 V  
 60" If supply voltage is over 8700 V
- B. Separation from Drip Loops of Street Light Brackets (NESC SEC. 23, #238.D)**
- C. Separation from Communication Brackets (NESC SEC. 23, #238.2)**
- D. Separation from Messengers Carrying Communication Cables (NESC SEC. 23, #238.2)**
- E. Separation from Terminal Box of Communication Cable (NESC SEC. 23, #238.2)**

EXCEPTIONS TO CLEARANCE REQUIREMENTS  
 AND ADDITIONAL NOTES, SEE PAGE 6

Figure 1 – Street Lighting Facilities Above Communication

ALL STATES EXCEPT CALIFORNIA





**NOTE:**


- A. Vertical Separation (NESC SEC. 23, #238-1)**  
 40" If supply voltage is 0 – 8700 V  
 60" If supply voltage is over 8700 V
- B. Separation from Drip Loops of Street Light Brackets (NESC SEC. 23, #238.D)**
- C. Separation From Communication Brackets (NESC SEC. 23, #238.2)**
- D. Separation above Communication Crossarms (NESC SEC. 23, #238.2)**

EXCEPTIONS TO CLEARANCE REQUIREMENTS  
 AND ADDITIONAL NOTES, SEE PAGE 6

Figure 2 – Street Lighting Above Communication Open Wire Crossarm

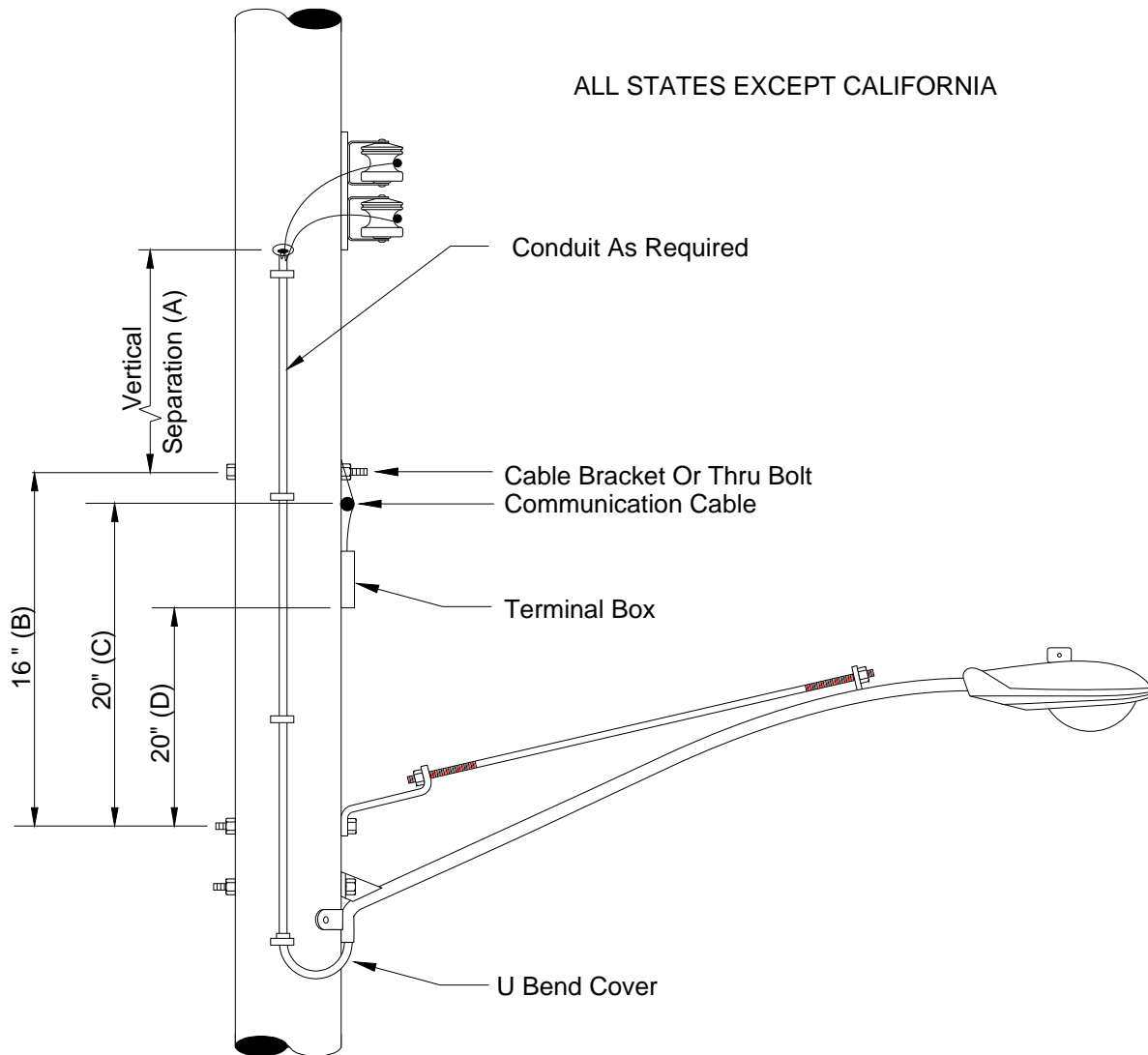
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**Joint Use Clearances, Communication Equipment to Street Lights**

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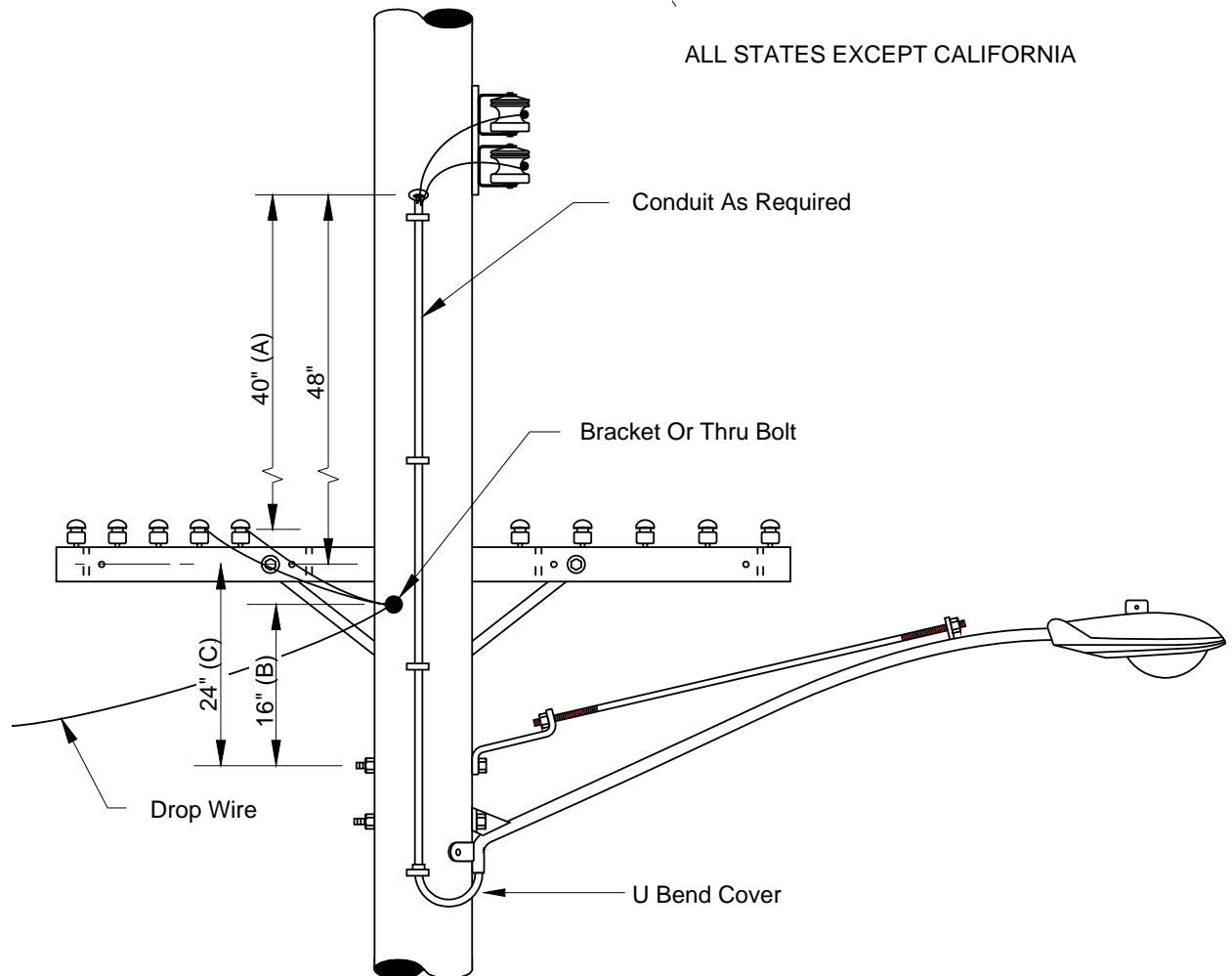
## NOTE:

- A. Vertical Separation (NESC SEC. 23, #238-1)**  
40" If supply voltage is 0 – 8700 V  
60" If supply voltage is over 8700 V
- B. Separation from Communication Brackets (NESC SEC. 23, #238.2)**
- C. Separation From Messengers Carrying Communication Cables (NESC SEC. 23, #238.2)**
- D. Separation From Terminal Box of Communication Cable (NESC SEC. 23, #238.2)**

EXCEPTIONS TO CLEARANCE REQUIREMENTS  
AND ADDITIONAL NOTES, SEE PAGE 6

Figure 3 – Street Lighting Facilities Below Communication

ALL STATES EXCEPT CALIFORNIA





**NOTE:**

- A. Vertical Separation (NESC SEC. 23, #238-1)**  
 40" If supply voltage is 0 – 8700 V  
 60" If supply voltage is over 8700 V
- B. Separation from Communication Brackets (NESC SEC. 23, #238.2)**
- C. Separation Below Communication crossarms (NESC SEC. 23, #238.2)**

EXCEPTIONS TO CLEARANCE REQUIREMENTS  
 AND ADDITIONAL NOTES, SEE PAGE 6

Figure 4 – Street Lighting Below Communication Open Wire Crossarm

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## C. Exceptions to Clearance Requirements Shown

### 1. Vertical Separation A as Illustrated on Sheets 2, 3, 4, and 5

Where noncurrent carrying parts of equipment and supply cables are effectively grounded consistently throughout well-defined areas, and where communication is at lower levels, separations may be reduced to 30 inches.

### 2. Conditions for a Reduction in Required Separation

The following dimensions may be reduced in special cases:

- d) C, D, and E as illustrated on sheet 2
- e) C, and D as illustrated on sheet 3
- f) B, C, and D as illustrated on sheet 4
- g) B, and C as illustrated on sheet 5

These special cases are as follows:

- a) The separation may be reduced to 12 inches for either span wires or metal parts of brackets at points 40 inches or more from the pole surface.
- b) The separation may be reduced to 4 inches if the noncurrent carrying metal parts of the street light assembly are effectively grounded.

### 3. Other Exceptions

For dimension B of sheets 2 and 3, the distance of 12 inches may be reduced to 3 inches if the loop is covered by a suitable nonmetallic covering which extends at least 2 inches beyond the loop.

Drip loop requirements do not have to be followed if the supply run is in continuous conduit or covered by a U bend.

**Applicable in All States**





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17 Mar 00

**Joint Use  
Clearances,  
Communication  
Equipment to Street Lights**

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Stds Team Leader (D. Jones): 

## Joint Use—Clearances, Communication Equipment to Street Lights—California

### A. Scope

This standard provides information regarding clearances between streetlights and communication attachments on joint use poles in the State of California. Included are open wire communication circuits on crossarms, cable attached directly to the pole and secondary supply circuits.

### B. General

Joint use clearances for streetlights installed in California are under the jurisdiction of GO 95 which equals or exceeds NESC requirements. Streetlights may be installed above or below communication circuits provided that required clearances are met (see Figure 1 below for clearances).

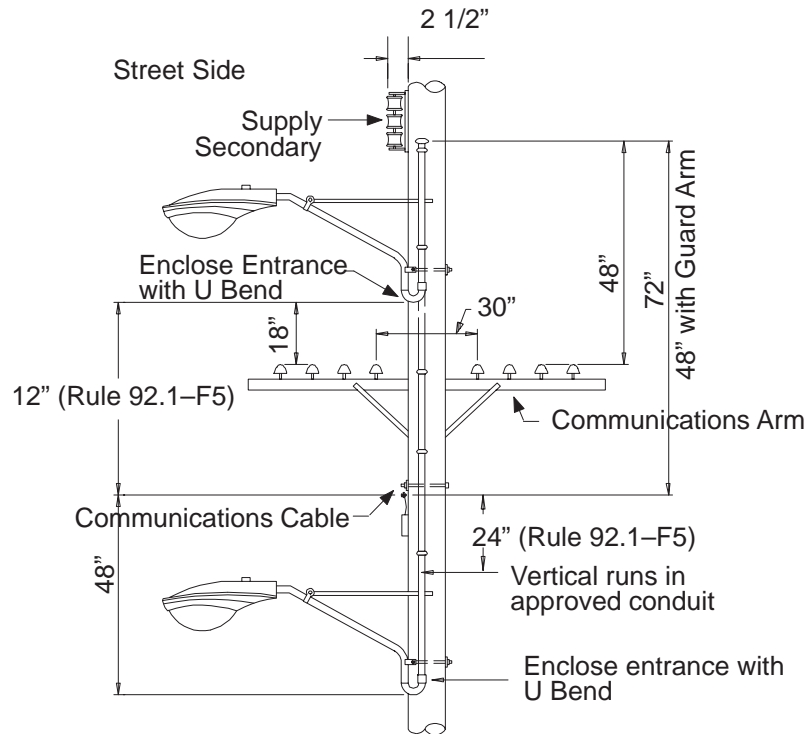


Figure 1 – Clearances Between Street Lights and Communication Attachments

**NOTE:**

1. Hardware Clearances 2 Inches

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Construction Standard**

Engineer (K. M. Shortt): *KS*  
 Stds Team Leader (D. Jones): *DJ*  
 Standards Services (M. Brimhall): *MB*

**Joint Use  
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**Joint Use  
Clearances, Communication  
Equipment to Street Lights  
California**

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Construction Standard**

Engineer (K. M. Shortt): *KS*  
Stds Team Leader (D. Jones): *RTJ*  
Standards Services (M. Brimhall): *MBB*

## Joint Use—Clearances, Low Voltage Service Drops

### A. Scope

This standard provides information regarding clearances between company owned supply service drops and communication attachments on joint use poles in California, Washington, and all other service areas.

### B. General

This standard includes clearances between supply service drops from 0–750V and open wire communication circuits on crossarms (see Figure 1 below for clearances).

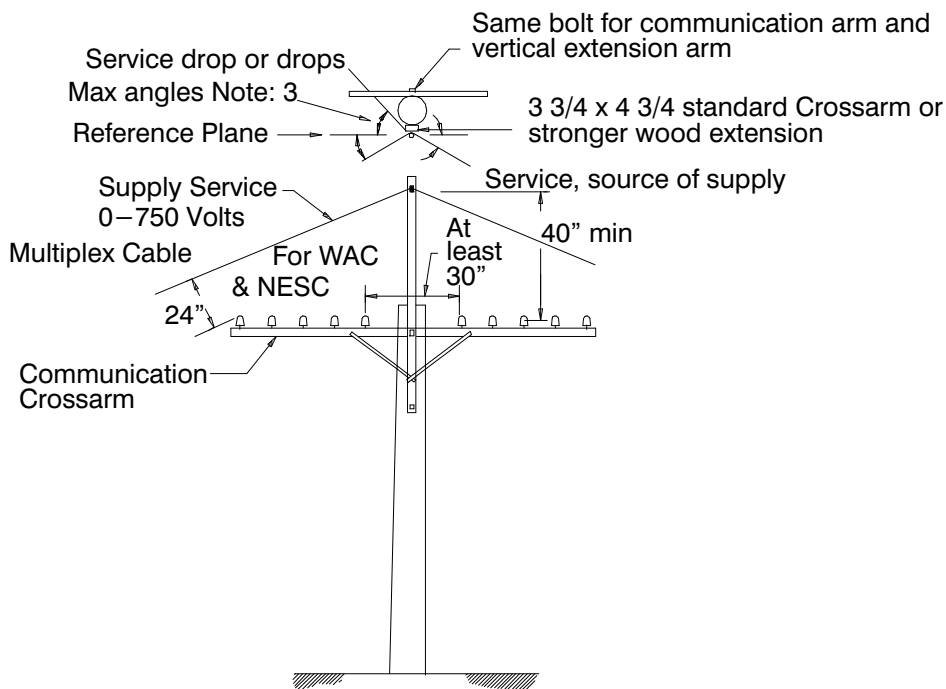


Figure 1 – Service Drop Contacts on Communications Poles

Notes:

1. Use pole top fixture when following conditions exist:
  - a. Not more than 2 branches to service
  - b. Span from supply pole to communication pole not over 100 Ft. and span from communication pole to house not over 100 ft.

**Distribution Construction Standard**

Engineer (N. J. Johnson):  
 Distribution Engrg. (D. Horman):  
 Standards Services (M. Brimhall):

**Joint Use Clearances, Low Voltage Service Drops**

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- c. Maximum size of service wire from communication pole to house is # 2 triplex.
- 2. Where conditions are more severe than shown by drawing or as limited by note 1, then each such case must be individually planned.
- 3. Angle of service crossing and service drop or drops to a plane normal to the alignment of the pole line shall not exceed 45 degrees.



## Joint Use Clearances, Low Voltage Service Drops

## Distribution Construction Standard

Engineer (N. J. Johnson):  
Distribution Engr. (D. Horman):  
Standards Services (M. Brimhall):

**Joint Use—CATV on Poles**

**A. Scope**

This specification details the clearances, locations and equipment involved in the installation of Community Antenna Television (CATV) auxiliary equipment on PacifiCorp poles.

**B. General**

1. CATV auxiliary equipment consists mainly of power supplies and separate service protection disconnects. An installation usually consists of a 120V service in conduit to a service disconnect, a metal cabinet with a 120V AC to 60V AC or DC power supply (batteries optional), and a return supply line (usually 1/2-inch coax) to the main CATV cable. An amplifier is usually supported on the CATV cable messenger at least 18 inches away from the pole. The return supply line terminates at the amplifier or other termination device suspended by the CATV messenger.
2. *CATV companies are Licensees and prior to installation, must make special written application to PacifiCorp to use space outside the normal communications space on PacifiCorp poles, as well as application to receive electrical service. PacifiCorp is concerned that additional equipment fastened to the pole not impair PacifiCorp's use of facilities nor lessen the margin of safety for our crews. In order that these conditions may be met, future installations must meet the requirements in Section C. PacifiCorp will reserve the right to decline electrical service until all requirements of this specification are met.*
3. Vertical pole space allocations for joint use distribution poles are given in PacifiCorp Standard EU 101.

**C. Installation Requirements**

1. All CATV equipment installations on company owned poles shall meet the requirements of the latest edition of the National Electrical Safety Code (NESC) applicable in Oregon, Idaho, Montana, Utah, and Wyoming; GO-95 in California; or the latest edition of the NESC applicable in Washington, except as superseded by the Washington Administrative Code (WAC).
2. CATV auxiliary equipment shall not be installed on poles having conduit risers or poles having gang-operated switches, capacitors, reclosers, or regulators. Any rearrangement of facilities required for auxiliary CATV equipment located outside the normal communication space allocation will be made at PacifiCorp's option and at the Licensee's expense.
3. The maximum size auxiliary equipment cabinet which may be installed on the pole, is limited to 26 inches wide by 26 inches high by 20 inches deep, exclusive of mounting bracket(s). The service disconnect, when attached to one end of the cabinet, is also excluded from these dimensions. No more than one such cabinet may be attached to a pole. A service disconnect may be installed separately above the cabinet, and if so installed, shall be on the same side of the pole. The service disconnect may be attached directly to the pole providing the dimensions of the service disconnect are no greater than 6 inches wide by 12 inches high by 6 inches deep.

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Engineer (D. Asgharian): *DDA*  
Standards Manager (G. Lyons): *GL*

**Joint Use—CATV on  
Poles**



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# EU 401

If the auxiliary equipment is to be supplied by a portable generator during outage conditions, the service disconnect shall have a visible-break, double pole, double-throw switch to avoid back-feeding the utility service.

- Equipment mounted on a pole must not restrict the ability of an electric worker to climb past it. If the equipment cabinet is more than 12 inches in height, as shown in Figure 1, it must be mounted on offset brackets that provide a space for the electric worker to use a belt. This space must be at least 4 1/2 inches wide by 6 inches high, as shown in Figure 2. These brackets shall be installed with through bolts. The through bolt ends shall not protrude more than 1 inch beyond the nut on other side of the pole. Use of wood crossarms or plastic mounting brackets is not acceptable. All holes bored in PacifiCorp's poles shall be flooded with a 2 percent solution of copper naphthenate before bolt insertion. Any unused pole holes due to misdrilling or equipment removal shall be flooded and plugged with treated dowels.

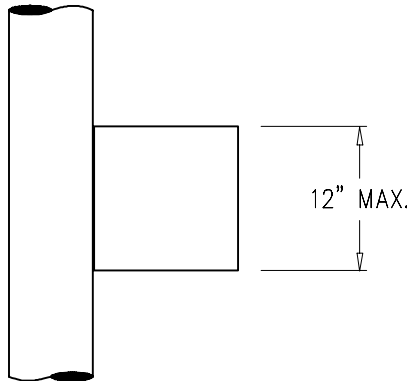


Figure 1 - Maximum Height of Directly Mounted Equipment Cabinet

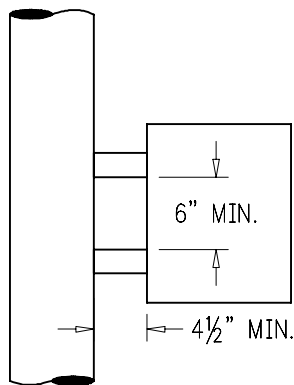


Figure 2 - Equipment Cabinet with Mounting Brackets

- The auxiliary cabinet and associated service equipment shall be installed in an orientation on the pole that allows a 30-inch-square minimum climbing space as shown in Figure 3. This climbing space shall extend vertically 48 inches above the uppermost portion and below the lowest portion of any installed auxiliary equipment.
- If the climbing space is rotated around the pole for continued climbing, the climbing spaces in different quadrants of the pole must overlap. The lowest point of any cabinet,

conduit, or cable shall be 12 feet above the ground. If any part of an enclosure overhangs a roadway shoulder, the minimum distance to the lowest portion shall be 15 feet. Enclosures overhanging roadways shall have at least a 16-foot clearance.

7. All work that is done above the joint use communications space shall be performed only by workers who are trained and qualified to work in the electric utility space, and have PacifiCorp authorization to perform the specific work. The electric service riser shall be provided and installed at the cost of the Licensee. The riser, as shown in Figure 4, shall be run in PVC Schedule 40, electrical grade conduit, attached to the pole at no greater than 30 inch intervals. A PVC service entrance fitting shall also be used. The return supply line from the cabinet to the main CATV cable position shall be covered with plastic or wooden molding, as appropriate, where the supply line is in contact with the pole (see Figure 3).

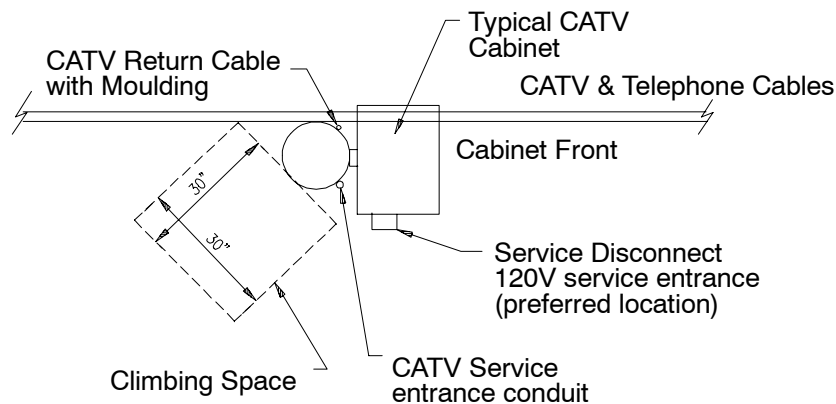


Figure 3 - Climbing Space

8. All metallic enclosures shall be effectively grounded. The minimum grounding conductor size shall be #6 AWG soft drawn copper. The enclosure grounding conductor shall be attached to the power system grounding conductor, if available, by means of a compression connector or other approved fitting. This connection shall be in the communications space only. If the pole ground is not available, the communication utility shall request the installation of a pole ground by PacifiCorp. The Licensee shall provide and install any or all of the above grounding material if it is not already existing at the pole (see Figure 4).
9. The communication utility shall not attach their guy wires to PacifiCorp's anchors unless explicit written permission is given for each specific location. Anchor rod auxiliary eyes are not permitted on PacifiCorp anchors. Additionally, all guy wires installed on PacifiCorp anchors to support communication utility's equipment or cable shall be insulated as defined by Rule 279A2a of the NESC, and in accordance with PacifiCorp standard practice. In addition to meeting code, this practice prevents galvanic corrosion of anchors. The insulator shall meet NESC flashover and strength requirements. If, by written permission, PacifiCorp allows the guy wire to be bonded at the pole, an insulator is still required that meets NESC strength requirements as stated in NESC Rules 279A3 and 279A1c.
10. All guy wires attached to the communication utility's own anchors shall meet NESC requirements.

# EU 401

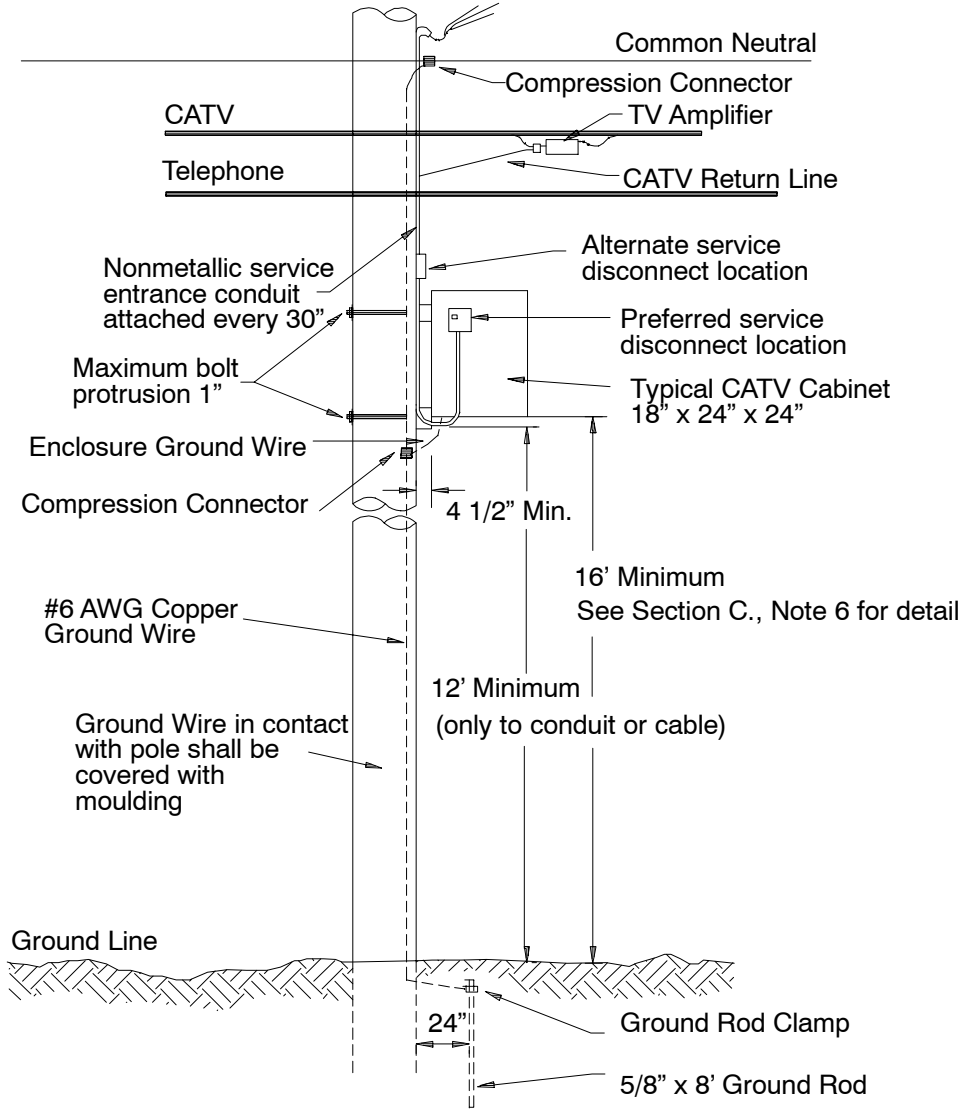


Figure 4 - Typical Installation of CATV Auxiliary Equipment with Grounding