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Gary A. Jack
Assistant General Counsel

December 23, 2010

VIA OVERNIGHT MAIL

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

Re: Application of Duquesne Light Company for Approval
of Affiliated Interest Agreement with DQE Communications, LLC
Docket No: _____

Dear Secretary Chiavetta:

Enclosed for filing are an original and three (3) copies of an Application for Approval of a proposed Pole and Duct Lease Attachment Agreement between Duquesne Light Company and its affiliate, DQE Communications LLC.

If you have any questions regarding the information in this filing, please feel free to contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'G. Jack', written over the typed name and title.

Gary A. Jack
Assistant General Counsel

Enclosures

RECEIVED

DEC 23 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

- c: Bureau of Fixed Utility Services (w/enc.)
- Office of Trial Staff (w/enc.)
- Office of Consumer Advocate (w/enc.)
- Office of Small Business Advocate (w/enc.)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Duquesne Light :
Company for approval of Affiliated :
Interest Agreement between : Docket No. _____
Duquesne Light Company and :
DQE Communications, LLC :

RECEIVED

DEC 23 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Affiliated Interest Application
(66 Pa. C. S. Section 2102)**

Duquesne Light Company (“Duquesne”) requests approval pursuant to Section 2102 of the Public Utility Code, 66 Pa. C. S. §2102, of a new Pole and Duct Lease Attachment Agreement between Duquesne and its affiliate, DQE Communications, LLC (“DQE - Com”), and sets forth the following in support thereof:

1. The name and address of the Applicant is:

Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219

2. The name and address of the Applicant’s attorney are:

Gary A. Jack, Esq.
Kelly L. Geer, Esq.
411 Seventh Avenue, Mail Drop 16-4
Pittsburgh, PA 15219
Phone: 412-393-1541
Fax: 412-393-1418
E-mail: gjack@duqlight.com

3. Duquesne is a duly incorporated Pennsylvania public utility engaged in the distribution of electric service to the public, primarily within Allegheny and Beaver

Counties, Pennsylvania, in an area of approximately 800 square miles. The Company's corporate headquarters is located at 411 Seventh Avenue, Pittsburgh, PA 15219.

4. DQE Communications, LLC ("DQE-Com") is a Pennsylvania limited liability company organized for the purpose of providing telecommunications services.

5. Applicants are affiliated with each other. Duquesne is a first tier subsidiary of Duquesne Light Holdings, Inc., the holding company for Duquesne Light. DQE-Com is a first tier subsidiary of DQE Systems, Inc., which is a fourth tier unregulated subsidiary of Duquesne Light Holdings, Inc. Because they both do business in Duquesne's electric service territory and DQE - Com needs to attach its facilities to poles and underground passages in order to conduct its business, the two companies do mutually beneficial business together, as many other telecom companies do with Duquesne.

6. Duquesne is requesting approval of a new Pole and Duct Lease Attachment Agreement with DQE -Com, attached as Exhibit A (the "New Agreement"). The New Agreement replaces the prior Pole Attachment and Duct Lease Agreement between Duquesne and DQE - Com dated September 26, 1997, which was approved by the Commission on February 26, 1998 at Docket No. G-00970586 (the "Prior Agreement").

7. Duquesne grants permits for attachments to its poles and facilities to many parties, such as telephonic, cable, and governmental entities.

8. Both the Prior Agreement and the New Agreement govern the attachment of DQE - Com facilities to Duquesne's poles and ducts; however, Federal Communications Commission ("FCC") pole attachment regulations have changed considerably since execution of the Prior Agreement. The New Agreement is requested in order to maintain consistency with federal law and is the format/version Duquesne uses for all attachers today.

9. The fundamental differences between the New Agreement and the Prior Agreement are listed below.

- a. The New Agreement requires attachers to propose engineering options to make space on the pole or in the duct. Duquesne will review the proposed engineered options from the proposed attacher before permitting or rejecting the pole attachment request.
- b. The new Agreement eliminates many services Duquesne used to provide, including engineering, project management, installation, and maintenance services. If a proposed attacher desires Duquesne's assistance with such services, Duquesne and the attacher would enter into a separate agreement governing the specific timing, scope and cost of the work to be performed.
- c. The new Agreement establishes a new procedure for approving attachments which is much more streamlined and includes a one-time Administrative Fee, which covers the cost of negotiating the New Agreement, establishing records, databases and systems, processing of written authorizations and similar administrative procedures to accommodate the request for attachment. Duquesne has implemented a new online system by which the attachers to Duquesne's poles may request an attachment, propose make-ready work, submit pole details, and obtain permission to attach. Prospective attachers receive authorization to attach to Duquesne's poles much more quickly upon receipt of all information required by Duquesne's system. The prior agreement uses an antiquated submittal and approval process.
- d. The new agreement establishes an automatic mechanism to adjust duct lease fees based on FCC approved formula. The Prior Agreement had no such mechanism to adjust duct rental rates. The New Agreement provides that upon DQE - Com's request, Duquesne shall provide a license interest to DQE - Com for its telecommunications network on Duquesne's poles and ducts to the extent such space is not needed for

Duquesne's bona fide business requirements and to the extent such license does not jeopardize the safety of Duquesne's electrical system.

- e. The term of the New Agreement is for one (1) year and automatically renews for additional, successive one-year periods unless a party delivers written notice of termination 120 days prior to the expiration of the then-current term.

10. The rates proposed to be charged by Duquesne to DQE - Com for attachments are shown on Exhibit A of the New Agreement. The new rates would not be charged until PUC approval is obtained. The pole attachment rate has increased over the years from the rate established at the time of the approval filing in 1997 of \$10 per pole per year to the current FCC derived charge of \$26.70 per attachment per year based on an actual survey of four attachers per pole. This rate will change periodically depending upon changes in Duquesne costs and other factors, such as number of attachers per pole. The duct rate is based on DLC costs under the FCC formula. Duquesne recalculated its duct rate last year for all attachers pursuant to the FCC duct attachment formula and modified its duct attachment fees accordingly effective on July 1, 2009 for all duct attachers except for DQE- Com at that time since Duquesne believes this filing and approval is needed to implement that rate change. The duct rate calculated for rates beginning July 1, 2009 was \$1.30 per linear foot. Duquesne requests permission from the PUC to charge that \$1.30 rate to DQE-Com from July 1, 2009 to the date of this approval to be consistent and equivalent to what Duquesne charged its other duct attachers from July 1, 2009. Duquesne has recalculated the rate using more recent (2009) FERC form data, which produces a new FCC-derived rate of \$1.07 per linear foot. Effective upon PUC approval, the new rate is proposed to be \$1.07 per linear foot until amended pursuant to the FCC formula. The calculations using the FCC formula and supporting the new proposed rates are attached at Exhibit B and C.

11. The Pole and Duct Lease Attachment Agreement is reasonable and consistent with the public interest, and consistent with Duquesne's obligation to provide safe, adequate and reasonable service to its customers. It is the agreement used by

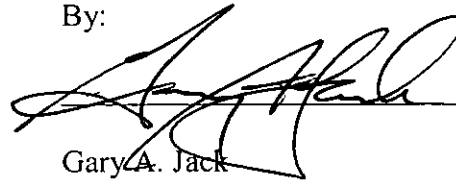
Duquesne for all attachments and attachers, and its rate methodology is based on the FCC formulas.

WHEREFORE, Duquesne Light Company respectfully requests the Commission approve Duquesne entering into the Pole and Duct Lease Attachment Agreement with DQE Communications, LLC and grant such other relief as may be appropriate or necessary.

Duquesne Light Company

Dated: December 23, 2010

By:

A handwritten signature in black ink, appearing to read "Gary A. Jack", written over a horizontal line.

Gary A. Jack
Kelly L. Geer
Assistant General Counsel
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219
412-393-1541
gjack@duqlight.com

POLE AND DUCT LEASE ATTACHMENT AGREEMENT

THIS POLE AND DUCT LEASE ATTACHMENT AGREEMENT (this "**Agreement**") is made this 22nd day of December, 2010 between DUQUESNE LIGHT COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office at 411 Seventh Avenue, Pittsburgh, PA 15219, ("**DLC**") and, DQE Communications, LLC, a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office at 411 Seventh Avenue, Pittsburgh, PA 15219 ("**Attaching Party**").

WITNESSETH:

WHEREAS, DLC is an electric utility authorized or certified by the Public Utility Commission of the Commonwealth of Pennsylvania ("**PaPUC**") to provide electric services within the Commonwealth of Pennsylvania; and

WHEREAS, Attaching Party is a provider of telecommunications services within the Commonwealth of Pennsylvania ("**Attaching Party Services**") and a sister company to DLC; and

WHEREAS, DLC owns or controls poles, ducts, conduits, rights-of-way and other facilities located within the Commonwealth of Pennsylvania ("**Structures**") to which wires, cables and other facilities may be attached to provide cable television and/or telecommunications services; and

WHEREAS, the use of the Structures by third parties is regulated by various state and federal laws, including but not limited to the Communications Act of 1934 (47 U.S.C. Section 151, et seq.), as amended, and specifically the provisions of 47 USC Section 224 (the "**Act**"), and as interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("**FCC**"); and

WHEREAS, the Attaching Party desires to attach to Structures certain wires, cables and other facilities to provide Attaching Party Services (individually "**Facility**", and collectively "**Facilities**"); and

WHEREAS, DLC is willing to permit, to the extent it may lawfully do so, a license interest to attach to the Structures to the extent the Facilities do not interfere, now or in the future, with DLC's service requirements or the use of the Structures by others; and

WHEREAS, Attaching Party clearly understands that DLC has been mandated by the PaPUC to provide an electrical distribution system to the citizenry, and that this mandate takes precedence over the interests of the Attaching Party, and that in the event of an emergency, Attaching Party's service may be interrupted and may not be restored until all electrical restoration work has occurred.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions of this Agreement and incorporating the above-defined terms herein, the parties, intending to be legally bound hereby, mutually covenant and agree as follows:

ARTICLE 1 TERM AND TERMINATION

1.1 Term. The initial term of this Agreement shall be one (1) year, commencing on the effective date herein ("**Initial Term**"). The effective date shall be the first day of the month following approval of this agreement by the PaPUC. Upon expiration of the Initial Term, this Agreement shall automatically renew for additional, successive one-year periods (each a "**Renewal Term**") unless a party delivers to the other party written notice of termination of the Agreement at least one hundred and twenty (120) days prior to the expiration of the Renewal Term.

1.2 Termination.

1.2.1 Notwithstanding the provisions of Section 1.1 above, DLC has the right to terminate this Agreement if an Event of Default (as defined in Section 1.3) occurs and is not cured by the Attaching Party within thirty (30) days of receipt of written notice from DLC notifying Attaching Party of said Default.

1.2.2 If the Attaching Party ceases to use the Facilities covered by this Agreement for any continuous one hundred and eighty (180) day period, then all of Attaching Party's rights, privileges and authorizations under this Agreement shall automatically terminate as of that date.

1.3 Event of Default. DLC shall have the right to terminate this entire Agreement whenever the Attaching Party is in default of any term of this Agreement ("**Event of Default**"), including, but not limited to, the following:

- a) Using or maintaining the Facilities in violation of any law or in aid of any unlawful act or undertaking;
- b) Failing to pay any amounts due under this Agreement within the time specified;
- c) Attaching Facilities to any Structure without the prior written authorization of DLC;
- d) The denial or revocation by any governmental or private authority for any reason, including, without limitation, failure of the Attaching Party to obtain any required authorization for the construction, operation, and/or maintenance of the Facilities;
- e) Failure of the Attaching Party to notify DLC of any change in its status as a service provider as provided in Section 18.4;
- f) Placing a Facility of a type or for a purpose not authorized by this Agreement or Facilities that do not conform to the Guidelines (as defined in Section 7.1) or applicable safety standards and codes;
- g) Cancellation of insurance required by Article 19 of this Agreement; or
- h) The breach by the Attaching Party of any other material provision of this Agreement.

1.4 Notification and Cure. DLC will promptly notify the Attaching Party in writing once it becomes aware that an Event of Default has occurred. The Attaching Party shall take immediate corrective action to cure any Event of Default and shall confirm in writing within thirty (30) days following receipt of such written notice from DLC that the Event of Default has ceased or has been corrected. If the Attaching Party fails to cure such Event of Default to the reasonable satisfaction of DLC or fails to give the required confirmation by the end of the 30-day period, DLC may immediately terminate this Agreement.

1.5 Effect of Termination. On termination, all of the Attaching Party's rights, privileges and authorizations under this Agreement shall automatically terminate as of that date. However, Attaching Party shall be liable for and pay all fees and charges pursuant to the terms of this Agreement.

1.5.1 Other Relief. If an Event of Default occurs, in addition to terminating this Agreement, DLC may take advantage of any other relief to which it may be entitled, including, but not limited to, injunctive relief and collection of the fees provided for in this Agreement.

1.5.2 Removal of Facilities in the Event of Termination.

1.5.2.1 In the event this Agreement is terminated, the Attaching Party shall remove the Facilities from the Structures within thirty (30) days. Attaching Party shall be liable for and pay to DLC within thirty (30) days all fees and charges due pursuant to the terms of this Agreement.

1.5.2.2 If the Attaching Party fails to remove the Facilities from the Structures within the thirty (30) day period specified in Subsection 1.5.2.1 above, DLC shall have the right to remove the Facilities at the expense of the Attaching Party, and without any liability on the part of DLC, or at the Attaching Party's option, transfer unencumbered title to the Facilities to DLC by instrument satisfactory to DLC.

ARTICLE 2 PERMITTED PURPOSES

2.1 Permitted Purposes. The Attaching Party may use the Structures only to install, operate, maintain, repair and finally remove the Facilities for the provision of Attaching Party Services as permitted by this Agreement and applicable law ("*Permitted Purposes*").

ARTICLE 3 FRANCHISES, PERMITS AND CONSENTS

3.1 The Attaching Party shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property ("*Authorizations*"), to construct and operate the Facilities on any Structure. The Attaching Party shall submit to DLC satisfactory evidence of all Authorizations necessary to construct and operate the Facilities.

ARTICLE 4
OWNERSHIP OF STRUCTURES AND FACILITIES

4.1 Ownership of Structures. The Structures, including any make-ready work to the Structures made by the Attaching Party pursuant to this Agreement, shall remain the exclusive property of DLC.

4.2 Ownership of Facilities. The Facilities shall remain the exclusive property of the Attaching Party, subject only to the provisions of this Agreement.

4.3 Facilities Removal.

4.3.1 Subject to Article 22, *Interruptions, Interference and Operability*, of this Agreement, the Attaching Party has the right to remove all Facilities at its sole expense at any time on or before expiration or earlier termination of this Agreement, provided that it repairs any damage to the Structures and the facilities of DLC and/or other attachers caused by such removal. Notwithstanding such removal, this Agreement shall remain in full force and effect, and the Attaching Party shall continue to be liable for all fees for the remaining term of this Agreement unless this Agreement is terminated as provided herein.

4.3.2 Should DLC need to remove a Facility and the Attaching Party is given notice to identify or claim a Facility as being under its ownership and the Attaching Party denies or fails to claim ownership thereof, DLC may remove the identified Facility and assumes no responsibility or liability associated with the removal of said Facility.

ARTICLE 5
ATTACHMENT PROCESS

5.1 In order to attach to a Structure for a Permitted Purpose after execution hereof, Attaching Party must deliver to the Asset Administrator an Access Request (defined in Section 7.2) and Detailed Plan in conformance with the Guidelines. Upon satisfactory receipt of a compliant Access Request and Detailed Plan, DLC will issue a written Authorization to Attach, and Attaching Party or DLC, as provided in the Guidelines, shall perform the Make-Ready Work set forth in the Detailed Plan. After completion of the Make-Ready Work, Attaching Party may attach its Facilities to the proposed Structures in compliance with the terms hereof.

ARTICLE 6
STRUCTURE AVAILABILITY

6.1 DLC's Obligations. DLC will make available, to the extent not needed for DLC's bona fide requirements as a public utility, and to the extent it may lawfully do so, access to the Structures for the placement of the Facilities.

6.2 Attaching Party's Obligations. Facilities are only to be attached in a distinctive "*Communication Space*," as defined in the National Electrical Safety Code (the "*NESC*"), on Structures unless otherwise approved in writing by DLC.

6.3 Availability. The availability of space on or within a Structure is subject to and dependent upon:

- a) All existing rights, privileges, franchises or authorities granted by governmental entities with the jurisdiction;
- b) Agreements with other attachers in effect at the time attachment is requested;
- c) Safety, reliability and generally applicable engineering practices;
- d) The development plans of DLC;
- e) All interest in property granted by persons or entities public or private;
- f) Applicable laws and regulations; and
- g) All terms, conditions and limitations of any or all of the foregoing, by which DLC owns and controls the Structures or any interests therein.

6.4 Construction of Structures. DLC shall not be required to construct new Structures in locations where they do not currently exist in order to provide Capacity, as defined below, to the Attaching Party. Under no circumstances shall DLC be required to obtain a property owner or grantor's consent to placement of Facilities on Structures or to obtain any other rights on behalf of Attaching Party.

ARTICLE 7 ACCESS TO AND USE OF STRUCTURES

7.1 Structure Access Guidelines. DLC has promulgated guidelines for the implementation of the terms of this Agreement ("**Guidelines**"). The Guidelines may be amended from time-to-time by DLC.

7.2 Access Request.

7.2.1 Prior to commencing work on a Structure, Attaching Party must submit a request for access to a Structure ("**Access Request**") in conformance with the requirements outlined in the Guidelines.

7.2.2 All Access Requests shall be directed to a DLC asset administrator, nominated from time to time by DLC ("**Asset Administrator**"). The Asset Administrator shall be the Attaching Party's single point of contact for all matters relating to this Agreement. The Asset Administrator shall be responsible for processing Access Requests to Structures, administration of the process of delivery of access to Structures, and all other matters relating to access to and maintenance of the Structures.

7.3 Processing Access Requests. From time to time, DLC, at its sole discretion, may determine reasonable and non-discriminatory processes for the orderly administration of Access Requests and the delivery of access to Structures, including limiting the number and scope of Access Requests being processed at any one time to a number that DLC can efficiently process giving consideration to relevant factors including, without limitation, the details of each

particular Access Request, applicable safety issues and the existing rights of other attachers on the Structures requested.

7.4 Priority. The priority for access to existing capacity in any Structure shall be determined by the actual time that Asset Administrator receives an Access Request from an attacher, in accordance with the Guidelines. The Asset Administrator shall date all Access Requests and keep a register of the order Access Requests are received. Access Requests shall be processed in the order they are received.

7.5 Locking of Poles. The pole attachment configuration in Communication Space can be locked for use by Attaching Party to exclude other attachers once the Attaching Party has provided the Asset Administrator with a completed Access Request. Once a route is locked for Attaching Party, DLC will advise other attachers inquiring to use the same route that the route is no longer available. After locking the route, the Attaching Party will have fifteen (15) days to submit its Detailed Plan, as defined in Article 10. If Attaching Party does not submit its Detailed Plan within the fifteen (15) day period, the route will then be available for other attachers. In addition, the route will become available for other attachers once Attaching Party has attached.

7.6 Authorization to Attach. The Attaching Party may have access to the requested Structures upon receipt of a written Authorization to Attach from DLC pursuant to Section 10.3; except, however, if written authorization or denial is not received within forty-five (45) days from DLC's receipt of a Detailed Plan in accordance with Article 10, such an Access Request shall be deemed to be granted.

ARTICLE 8 NONDISCRIMINATION

8.1 Except as otherwise permitted by applicable law, access to any Structure shall be provided to the Attaching Party on the same basis that DLC provides access to any other attaching party.

8.2 The Attaching Party's use of the Structures is subject to any valid, lawful arrangements DLC may now or hereafter have with others pertaining to the Structures.

ARTICLE 9 CAPACITY RESERVATION

9.1 Future Use by DLC. Subject to the provisions of the Act, DLC, at its option, may reserve capacity consistent with any bona fide development plan, to supply any anticipated need for its core utility service and may reserve capacity for its near term internal communications needs.

9.2 Future Use by Attaching Party. Attaching Party will not be allowed to reserve capacity in or on Structures to meet forecasted needs.

9.3 Capacity. For purposes of this Agreement, “*Capacity*” means space available on or in a Structure for the attachment of a Facility without the requirement of Make-Ready Work, defined in Article 11, to the Structure.

ARTICLE 10 DETAILED PLAN

10.1 Detailed Plan Submittal. The Attaching Party shall submit a Detailed Plan to the Asset Administrator with the information and upon the timeframe required in the Guidelines.

10.2 Rejection of Detailed Plan. If the Asset Administrator determines that a Detailed Plan is incomplete or non-compliant and cannot be processed, the Asset Administrator shall provide written notice to the Attaching Party specifying the grounds for rejection.

10.2.1 The Asset Administrator may reject or deny a Detailed Plan for the following reasons:

- a) Insufficient Capacity on a requested Structure
- b) Failure by the Attaching Party to provide the information specified in the Guidelines;
- c) Failure by the Attaching Party to pay the Administrative Fee or reimburse DLC for any of the costs and expenses provided for in this Agreement;
- d) Attachment of the proposed Facilities would violate applicable law or safety regulations;
- e) Inability of the parties to agree to modifications and/or make-ready work or the cost of modification and/or make-ready work or how the cost will be shared among the other attaching parties; or
- f) Safety, reliability and generally applicable engineering principles.

10.2.2 The Attaching Party may cure whatever defect the Asset Administrator has found in the Detailed Plan and resubmit within fifteen (15) days or lose its locked position on the poles. Failure by DLC to reject the Detailed Plan or to identify non-compliant issues does not constitute approval or acceptance of the Detailed Plan or any proposed attachment design for the purposes of this Agreement.

10.3 Authorization to Attach. Upon successful submission of the Detailed Plan, the Asset Administrator will issue written authorization for use of DLC’s Structures to the Attaching Party to proceed with its Work (“Authorization to Attach”). The Authorization to Attach will be valid for sixty (60) days, during which the Attaching Party must complete its Make-Ready Work as outlined in the Detailed Plan. The authorization period may be extended with DLC’s approval. The Attaching Party becomes liable for Attachment Fees, as defined in Section 18.2 of this Agreement, once Attaching Party receives an Authorization to Attach from DLC.

10.4 Assignment of Space. The Attaching Party shall determine the desired attachment location or space within the Structure to be used by the Attaching Party, subject to DLC’s review and approval. No authorization for attachment of any Facilities shall be deemed for the Attaching Party’s exclusive use. DLC reserves the right to adjust attachment position during the preliminary review to maximize the total available communication space.

10.5 No Obligation to Notify. DLC shall have no obligation to notify the Attaching Party of any subsequent attachments to the Structures.

10.6 Authority for Attachment. The Attaching Party may not attach Facilities to any Structure without the prior written authorization of DLC.

ARTICLE 11 MAKE-READY WORK

11.1 Compliance. Attaching Party's Facilities shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code; National Electrical Safety Code; the Pennsylvania Public Utility Commission, the Occupational Safety and Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter; the DLC Implementation Construction Standards; and generally applicable engineering principles ("*Applicable Standards*"). In the event of noncompliance with the Applicable Standards by Attaching Party, Attaching Party shall be solely responsible for compliance costs associated with remedying the noncompliance even if others have subsequently attached to Structures. Attaching Party must maintain records demonstrating compliance with the standards when attaching to the Structures.

11.2 Make-Ready Work. "*Make-Ready Work*" or "*Work*" shall be the work required to comply with Applicable Standards to prepare a Structure for the attachment of any Facilities, including but not limited to:

- a) verifying the integrity of any Structures;
- b) rearranging cable;
- c) notifying and coordinating make-ready work required by existing attachers;
- d) obtaining permits and right-of-ways;
- e) replacing poles;
- f) placing pole brackets;
- g) adding or replacing pole guys;
- h) making approved modifications to electric space on DLC secondary service;
- i) coordinating required electrical outages with DLC;

11.2.1 The timing, nature and performance of Make-Ready Work are set forth in the Guidelines.

11.3 Compliant Facilities. Attaching Party shall not be required to bear any of the costs of rearranging or replacing its authorized, existing Facilities if such rearrangement or replacement is necessitated solely as a result of Make-Ready Work for the addition of new facilities or the modification of existing facilities sought by another attacher.

11.4 Notice to Interested Parties. Before commencing the work necessary to remedy or modify a Structure, Attaching Party will notify all other impacted attachers of the proposed activities ("*Notice to Interested Parties*"). The Attaching Party may incorporate remedies or modifications required to accommodate any other attachers, any governmental entity, court, the

PaPUC or any other person into plans for any proposed modifications for the Attaching Party, when authorized to do so by such parties and with the required DLC authorization as defined in this Agreement.

11.5 Third Party Facilities. Under no circumstances is DLC obligated to perform Make-Ready Work on any structures or facilities other than its own. If Make-Ready Work on the facilities of another attacher are necessary, the Attaching Party must negotiate with the attacher for the right to conduct any Make-Ready Work.

11.6 Delays. DLC shall not be responsible for any delays in performing any Make-Ready Work due to discovery of undocumented facilities or other impediments to construction, local conditions, inability to obtain permits, acts of governmental agencies, strikes and labor actions, earthquakes, fire, floods, tornadoes, blizzards or other acts of God, acts of terrorism, or any other condition beyond the reasonable control of DLC. In the event any delaying event occurs, the Asset Administrator shall, on written request, meet with the Attaching Party to discuss appropriate means, if possible, to remove or avoid the delaying event.

11.7 DLC Monitoring. DLC maintains the right, but not the obligation, to monitor the Work. DLC will inform the Attaching Party of any compliance concerns in the field. If an identified non-compliance issue cannot be resolved in the field, DLC will notify the Attaching Party in writing of non-compliance matter. The Attaching Party will have 10 days to correct the identified deficiency.

11.8 Notification. The Attaching Party will notify DLC within ten (10) days of completing the Work.

11.9 Cost of Make-Ready Work. The costs of modifying a Structure to accommodate an Access Request shall be borne by the party desiring the Work, except where an attacher obtains access to a Structure or otherwise benefits from the Work of another party. In this event, all parties benefiting from the Work shall share the cost of the modification in proportion to its benefit from the Work. Any party, including DLC, with preexisting facilities on the Structure to be modified shall be deemed to benefit from the Work if, after receiving Notice to Interested Parties, it adds to or modifies its facilities in a manner not required to attach the Facility.

11.10 No Obligation to Share Cost. No attacher with existing facilities shall be required to bear any of the costs of rearranging or replacing its facilities if such rearrangement or replacement is necessitated solely as a result of Make-Ready Work for the addition of new facilities or the modification of existing facilities sought by another attacher.

11.11 Ownership. All Make-Ready Work performed on any Structure shall become the property of DLC.

ARTICLE 12 POST INSTALLATION INSPECTION

12.1 DLC Inspection. A post-installation inspection will be performed by DLC or its authorized agent to verify: (a) that Attaching Party's attachments on the poles meet Applicable Standards; and (b) the information provided by Attaching Party in its Detailed Plan.

12.2 Problem Identification. DLC will notify the Attaching Party of any identified noncompliances. Upon receipt of DLC's written notice of identifying the noncompliant matters, Attaching Party will have thirty (30) days to correct the deficiencies. If noncompliance issues are not corrected within 30 days, DLC may: (a) declare the Attaching Party in to be in Default of the Agreement; or (b) authorize an independent contractor to correct the deficiencies at the Attaching Party's expense. Attaching Party shall be responsible for all costs incurred by DLC to re-inspect the Structures each time DLC identifies a noncompliant matter for which Attaching Party is responsible.

12.3 Certificate of Attachment. DLC, after verifying that all attachments are in compliance with the terms in this Agreement including settlement of all fees owed to DLC, will issue a Certificate of Attachment to the Attaching Party.

12.4 Ongoing Inspections. DLC may, at the Attaching Party's expense, periodically inspect the construction, installation and maintenance of the Facilities to ensure compliance with this Agreement and applicable safety and other standards, to confirm the number of attachments, including unauthorized attachments and to address any other issues relating to safety, proper operation and maintenance. Except for inspection following the initial construction and installation of the Facilities, or in cases involving safety, damage to facilities or potential violations of the terms of this Agreement, inspections shall not be made more than once every three (3) years. Where reasonably practicable to do so, DLC shall provide prior written notice to the Attaching Party of an inspection. The cost of such inspections shall be allocated proportionately to all attaching parties on the Structures.

ARTICLE 13 MAINTENANCE RESPONSIBILITY

13.1 Attaching Party to Maintain. Attaching Party shall, at its own expense, construct and maintain its facilities on DLC's structures in a safe condition in accordance with Applicable Standards and in a manner acceptable to DLC, so as not to physically conflict or electrically interfere with the facilities placed therein and/or attached thereon by DLC or other attachers. For this Agreement, "**Maintenance Work**" shall be defined as the activities and costs required to meet these ongoing requirements throughout the attachment period. DLC shall have the right to inspect the construction and maintenance of Attaching Party's Facilities to ensure compliance with this Agreement.

13.2 Cost of Maintenance Work. Attaching Party is responsible for the cost of its own Maintenance Work throughout the attachment period. Further, if the Attaching Party creates a situation that infringes on another attacher's compliance, Attaching Party will be responsible for

the cost incurred by other attachers to bring Facility into compliance. Under these circumstances, Attaching Party will be responsible for coordinating activities associated with compliance. Failure to correct an identified non-compliance issue will be considered a Default as outlined in Article 1. When non-compliance corrections have been made, Attaching Party will notify DLC that the remedy has been made.

13.3 Prior Authorization for Maintenance Work. Attaching Party shall not perform any Maintenance Work or modify, supplement or rearrange other attachers' facilities without providing a Notice to Interested Parties to DLC and the owner of the facilities on the Structure. Except in the event of an emergency, Attaching Party must provide DLC with forty-eight (48) hours notice before accessing any Structure for Maintenance Work. Attaching Party is responsible for communicating and coordinating Maintenance Work impacting other attachers.

ARTICLE 14 QUALIFIED WORKERS

14.1 Work performed by Attaching Party on, in or about DLC's Structures shall be performed by competent workers approved by DLC skilled in the trade with qualifications and training at least equivalent to that of the workers and contractors of DLC.

14.2 When authorized in writing to do so, Attaching Party is permitted to work in electric space provided it uses qualified workers approved by DLC. It is Attaching Party's responsibility to obtain DLC written approval of all modifications to the existing electric space configuration.

ARTICLE 15 TRANSFERS

15.1 Facility Transfer to Replacement Structure.

15.1.1 The facilities may be transferred to a replacement structure at Attaching Party's cost at any time DLC transfers its own facilities to a replacement structure. No charge for transportation will be included unless a special trip by a crew is required to make a transfer or transfers.

15.1.2 Attaching Party shall share the cost of reattachment in the event a transfer occurs due to circumstances outside the control of DLC or other attachers, such as but not limited to weather related damage, pole damage caused by the public, age-related wear of pole, etc.

15.2 Emergency Transfers. DLC may, in an emergency, rearrange, transfer or remove the Facilities without incurring any liability to the Attaching Party. The Attaching Party shall pay DLC for all expenses incurred by DLC in connection with such rearrangement, transfer and/or removal.

15.3 Other Transfers. If at the request of a governmental entity, court, the PaPUC or any other person, DLC moves, replaces or changes the location, alignment or grade of any Structure, Attaching Party shall bear its pro rata share of the cost of relocating the Facilities.

15.4 Transfers for Convenience. Attaching Party acknowledges that, from time to time, it may be necessary to rearrange its Facilities on behalf of the business needs of Duquesne or another attacher.

15.4.1 Any work to be performed to accommodate the requesting attacher shall be negotiated, coordinated and reimbursed directly through the requesting attacher; provided, however, that DLC shall be advised of such request and shall determine, in the exercise of sound engineering judgment whether or not Make Ready Work is necessary or possible.

15.4.2 Whenever Duquesne finds it necessary, for any reason not caused by the Attaching Party, to relocate or replace any pole, or to make any change in the type, character or location of any of its own facilities, and such work requires rearrangement or transfer of the Attaching Party's Facilities upon Duquesne's Structures, Duquesne shall give to the Attaching Party notice thereof as far in advance of actual construction as possible, specifying the time schedule for commencement of such work: and the Attaching Party shall, in conformity with such time schedule, make the necessary rearrangement or transfer of its Facilities at its own cost. If the Attaching Party should fail to perform such rearrangement or transfer in conformity with such time schedule, Duquesne shall have the right, but not the duty, to perform such rearrangement or transfer; provided, however, that Duquesne shall not be liable for any loss or damage to the Attaching Party's Facilities or the system of which may be a part, including the loss of or interference with the service or use of said Facilities or system, by reason of performing any of the work of rearranging such Facilities or the manner in which such work is performed.

ARTICLE 16 DAMAGE TO FACILITIES

16.1 Attaching Party to Prevent. Attaching Party shall use its best effort to prevent damage to the Structure and the facilities of other attachers. Attaching Party shall notify DLC immediately of any damage to the Structures and any facilities located on the Structure of which the Attaching Party becomes aware. Attaching Party shall be liable for any damage it, its agents, employees or contractors, causes to any Structure or any facilities located on a Structure and shall be responsible for the cost of repairing such damage.

ARTICLE 17
UNAUTHORIZED/EXTRAORDINARY ATTACHMENTS

17.1 Unauthorized Attachments. If DLC determines that Attaching Party has attached Facility to any Structure without written authorization, DLC shall notify Attaching Party and the Attaching Party shall promptly submit an Access Request for the unauthorized Facility within fifteen (15) days of such notice by DLC. Attaching Party shall reimburse DLC for the costs of determining if there has been an unauthorized attachment as provided in Section 12.4, together with a fee of two (2) times the normal rental fee per pole per year starting from the date the attachment was made for each unauthorized attachment. If the Attaching Party is unable to document the date of attachment, the reimbursement period shall be fixed at the lesser of five (5) years or the date of execution of the initial agreement between the parties. All unauthorized attachments require payment of a minimum one-year charge. Attaching Party acknowledges that damages to DLC would be difficult to quantify in such a situation, and, therefore, this amount is reasonable liquidated damages for the unauthorized attachment to its date of discovery and is not a penalty.

17.2 Extraordinary Attachments. If DLC determines that the Attaching Party has attached any extraordinary attachment to a Structure without specific authorization, the Attaching Party shall reimburse DLC for the costs of determining that there has been an extraordinary attachment as provided in Section 12.4, and, at DLC's option, promptly remove the extraordinary attachment or pay DLC the relevant Attachment Fees retroactive to five years from the date the extraordinary attachment is discovered or the date of DLC's last inspection of the relevant structures, whichever is earlier.

ARTICLE 18
FEES

18.1 Administrative Fees. "*Administrative Fees*" cover the cost of negotiating this Agreement, establishing records, databases and systems, processing of written authorizations and similar administrative procedures to accommodate Attaching Party's request for attachment. Administrative Fees upon execution hereof and upon assignment of any written authorization, or series of authorizations, to a single assignee. Administrative Fees are not refundable. The Administrative Fee payable by the Attaching Party is due when the Access Request is specified in Exhibit A attached to this Agreement.

18.2 Attachment Fees.

18.2.1 The Attaching Party shall pay the applicable attachment fees so long as the Facilities are attached to any Structure. The attachment fees payable by the Attaching Party for the Initial Term of this Agreement are specified in Exhibit "A" attached to this Agreement ("*Attachment Fees*"). The Attachment Fees shall be applied retroactively as noted in Exhibit A.

18.2.2 Attachment Fees shall cover the period of January 1 up to and including December 31 of each year. Attachment Fees for Facilities attached during the year shall be deemed to commence on the first day of the month of installation.

18.2.3 DLC may increase or decrease Attachment Fees annually based upon FCC formulas and guidelines for calculating pole and duct attachments. The current FCC formula is attached as Exhibit B, which may be amended from time to time by the FCC, and such amendments automatically shall be incorporated herein. DLC shall give written notice to the Attaching Party as provided in Section 20.1 of this Agreement of any increase or decrease in the Attachment Fees.

18.2.4 Attaching Party shall pay the Attachment Fees annually as provided in Section 18.8 below. DLC shall invoice the Attaching Party for the Facilities in place and for which modification and/or make-ready work has been completed as of December 1 of the previous year. Any Facilities attached after December 1 and Facilities that were not invoiced at the beginning of the year will be invoiced at the time of the attachment or discovery of the error, as appropriate.

18.3 Service Provider Status. Attachment Fees are based upon the Attaching Party's status as a cable television provider, a telecommunications carrier, or a combined provider of cable television and telecommunications. The Attaching Party warrants and represents to DLC that it is providing telecommunications services.

18.4 Change of Status. Attaching Party shall notify DLC within 30 days of any change of service provider status. Failure to provide this notice shall be an Event of Default under this Agreement and may result in termination at DLC's option. The Attaching Party shall pay, as provided below, the difference between the Attachment Fees based on the Attaching Party's incorrect status and the Attachment Fee based on the Attaching Party's correct status, backdated to the earlier of three years from the date the Attaching Party's true status is discovered or the date of the last periodic inspection of the Facilities. In no event shall the Attaching Party be entitled to a refund of any Attachment Fees.

18.5 Reimbursement of Expenses. DLC may be required to provide additional support beyond the basic requirements for pole replacement or providing additional field support in the Post Installation Inspection. When such support is required, DLC will notify the Attaching Party that the needed support work exceeds the scope of work included in the fee-based support. When this occurs, DLC with the Attaching Party's written approval will initiate a "Work Order" for all costs (labor and materials) required to support the added work scope. It is the Attaching Party's responsibility to place any constraints on the amount or type of charges permitted. If the Attaching Party does not provide written approval for the added work, DLC will have no obligation to provide such services.

18.6 Adjustments. DLC shall make any necessary adjustments to Attachment Fees and other costs and invoice Attaching Party for any amounts due. In the event that other attachers bear part of the cost of any Make-Ready Work, the amount payable by the Attaching Party shall be adjusted to reflect its actual share of the costs. DLC will provide the Attaching Party with at least 30 days written notice prior to increasing costs or fees.

18.7 No Waiver or Release. If DLC accepts payment of any amount from the Attaching Party which is different from the amount invoiced, the payment of that amount shall not be deemed to be the correct amount, and DLC shall not be deemed to have waived its rights or released any claim DLC may have against Attaching Party for the difference in the amount paid and that invoiced.

18.8 Payment of Invoices. The Attaching Party shall pay all invoices within thirty (30) days from the date of the invoice. If the invoice due date is on a day other than a business day, the Attaching Party shall pay it on the next business day.

18.9 Late Fees. If the Attaching Party fails to pay any invoice within the payment period, a payment or any portion of a payment is received after the payment period, or a payment or any portion of a payment is received in funds, which are not immediately available on receipt, DLC may assess a late payment fee. The late payment fee shall be the amount which is the product of the unpaid amount multiplied by the highest rate of interest permitted by law, compounded daily from the date the payment is due until payment is received by DLC. In no event, however, shall interest be assessed on any previously assessed late payment charges.

18.10 Manner of Payment. All payments due to DLC hereunder shall be paid in immediately available funds by bank check, wire transfer or by such other means and to such accounts as DLC may designate from time to time in writing.

18.11 Taxes. In the event that there are any, Attaching Party shall reimburse DLC for any taxes, fees, charges or assessments that DLC is required or obligated to pay by reason of Attaching Party's provision of any Attaching Party Service. DLC shall not allocate to the Attaching Party any of DLC's present or future taxes, fees, charges or assessments for which DLC would be liable regardless of Attaching Party's use of any Structure.

ARTICLE 19 INSURANCE

19.1 Attaching Party to Obtain and Maintain. Upon the effective date of this Agreement, Attaching Party, at its sole cost and expense, must obtain and thereafter maintain for the Initial Term and all Renewal Terms, all of the following insurance coverages:

(a) Statutory Workers' Compensation Insurance in full compliance with the Workers' Compensation and Occupational Disease Acts of the Commonwealth of Pennsylvania and U.S. Longshoremen's and Harbor Workers' Compensation Acts, if applicable;

(b) Employer's Liability Insurance with a limit of not less than \$1,000,000;

(c) Comprehensive General Liability Insurance including Premises-Operation Independent Contractor's Protective, Products, Completed Operation, and Blanket Contractual Liability coverage with Bodily Injury limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate and Property Damage limits of not less than \$1,000,000 per occurrence

and \$1,000,000 aggregate or a combined Bodily Injury and Property Damage single limit of not less than \$2,000,000 per occurrence and \$3,000,000 aggregate and coverage for blasting or explosion, collapse and underground work if applicable;

(d) Excess Umbrella Liability Insurance with a single limit of not less than \$3,000,000; and

(e) Automobile Liability Insurance covering all owned, hired and non-owned vehicles with a combined single limit of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate.

All insurance must be obtained from companies that are licensed to do business in Pennsylvania and from insurers acceptable to DLC.

19.2 Insurance Notice to DLC. All insurance policies must provide that, in the event of material change, reduction, cancellation, or non-renewal by the insurance carrier for any reason, not less than fifteen (15) days' written notice will be given to DLC by registered or certified mail of intent to cancel, materially change, reduce, or not renew the coverage. An authorized agent of the insurance carrier must provide to DLC, on such schedule as is requested by DLC, a certification that all insurance premiums have been paid and all insurance is in force.

19.3 DLC May Obtain. If for any reason the Attaching Party fails to obtain or keep any of the insurance in force, DLC may (but is not required to) obtain the insurance. The Attaching Party shall promptly reimburse DLC the actual premium costs for the insurance, plus interest at the rate of 1-1/2% monthly compounded daily until paid.

19.4 Certificates. The Attaching Party must provide to DLC, at least five (5) days prior to attaching any Facilities, written insurance binders, statements of property coverage, certificates of insurance, or certified copies of policies evidencing the required insurance.

19.5 Coverage Limit Increases. DLC reserves the right to require the Attaching Party to increase the amount or limits of insurance coverage specified above no more often than every three (3) years during the term of this Agreement.

ARTICLE 20 NOTICES

20.1 Specified Address. All written notices required under this Agreement shall be given by: (a) registered mail to the parties at the addresses specified below or to such other address as the parties hereto may from time to time specify in writing, or (b) by electronic communications as provided in the Guidelines.

To the Attaching Party:
Lisa Williams
DQE Communications, LLC
411 Seventh Avenue; MD 15-5

To DLC:
Asset Administrator
Duquesne Light Company
411 Seventh Avenue; MD 7-8

Pittsburgh, PA 15219
Telephone: (412) 393 1089
Facsimile: (412) 393 5680

Pittsburgh, PA 15219
Telephone: (412) 393 8838
Facsimile: (412) 393 8728

ARTICLE 21 INDEMNIFICATION

21.1 The Attaching Party shall defend, indemnify and hold harmless DLC, its directors, officers, employees, agents, advisors, and representatives from and against and shall pay all losses, damages, liabilities, penalties, fines, assessments, claims and actions, and all related expenses (including reasonable attorneys' fees and expenses and litigation costs) arising from the negligent acts, omissions or willful misconduct of the Attaching Party, its agents, contractors and subcontractors, or others retained by the Attaching Party whether or not resulting from third party claims, including, but not limited to: (i) the injury or death to any person including, but not limited to, employees of DLC and employees of the Attaching Party; (ii) the damage to any property, lost profits, business interruption and all other forms of consequential damages, or any other losses or damages arising out of, resulting from or in any manner caused by or related to the installation, maintenance, presence, occupancy, operation, use or removal of the Facilities and other property; (iii) any loss or infringement of copyright, libel, slander, invasion of privacy, or unauthorized use of information arising out of, resulting from or in any manner caused by the operation or use of the Facilities; (iv) the Attaching Party's failure to secure and maintain the necessary approvals, authorities, franchises, consents and easements from federal, state and municipal authorities and any necessary rights of way from owners of property; (v) the interruption of Services or the operations of any attaching party arising out of any act or omission by the Attaching Party, its directors, officers, employees, agents, advisors, contractors and representatives; (vi) the infringement of patents with respect to the manufacture, use and operation of the Facilities in combination with the Structures and any equipment of DLC or otherwise; or (vii) any other negligent act, omission or willful misconduct which constitutes a breach of this Agreement.

ARTICLE 22 INTERRUPTIONS, INTERFERENCE AND OPERABILITY

22.1 Throughout the term of this contract, and notwithstanding any review by DLC of Attaching Party's Detailed Plan, Attaching Party's Facilities shall not conflict with the use of the Structure by DLC or by other attachers or interfere with any other facility on or in any Structure. If the Attaching Party causes any non-compliance with this Agreement, interference or interruption of the Services of any other attacher, the Attaching Party shall immediately cease all activities causing the disturbance, interference or interruption and take all actions necessary to prevent further disturbances, interference or interruptions. The Attaching Party shall be liable for any disturbances, interference or interruptions caused by installation, operation or maintenance activities.

22.2 DLC shall not be liable to the Attaching Party or any third party for any interruption of the Attaching Party's Service or for any interference with the Attaching Party's operations arising out of any act or omission by DLC, its directors, officers, employees, agents, advisors,

contractors and representatives, or other attaching parties. DLC shall use reasonable efforts to avoid any interruption of the Attaching Party's Service or any interference with the Attaching Party's operations. If the Attaching Party sustains damage to its Facilities as a result of any negligent act or omission of DLC, DLC shall at its expense repair any damage to the Facilities or reimburse the Attaching Party for the actual cost of repair to any of the Facilities. In the event that DLC cannot repair the damaged attachment, DLC shall at its expense replace the damaged Facilities, such repairs to, replacements of, or reimbursement for the actual cost of repair to any damaged Facilities will be the sole remedy of the Attaching Party for DLC's negligent acts or omissions.

22.3 DLC provides no assurances relative to the operability of the attaching Facilities based on the existing conditions or changes to these conditions that may occur in the future.

22.4 DLC shall not be liable for any incidental or consequential damages whatsoever.

ARTICLE 23 ASSIGNMENT OF RIGHTS AND OTHER ARRANGEMENTS

23.1 The Attaching Party shall not assign or transfer this Agreement or any license or any authorization granted hereunder, without the prior written consent of DLC. This Agreement shall not inure to the benefit of Attaching Party's successors or assigns unless DLC has provided its prior written consent.

23.2 In the event such consent or consents are granted by DLC, then the provisions of this Agreement shall extend to and bind the successors and assigns of the Attaching Party hereto.

ARTICLE 24 ABANDONMENT, SALES OR DISPOSITIONS

24.1 DLC shall notify the Attaching Party of the proposed abandonment, sale, or other intended disposition of any Structure at least sixty (60) days prior to said disposition.

24.2 Notwithstanding the provisions of paragraph 25.1 above, DLC shall have no obligation to notify the Attaching Party of the sale of the Structures as part of a sale of all or most of DLC's assets.

ARTICLE 25 PROPRIETARY INFORMATION

25.1 Except as may be required by law (as provided for below), both parties agree to hold and maintain any information (in written or any tangible form) each discloses to the other, and, subject to the Act, this Agreement and any of its terms and conditions ("**Confidential Information**"), with the same degree of confidentiality with which each party treats its own confidential information and in no case less than a reasonable degree of confidentiality. Information materially relating to or arising under this Agreement, including all terms and

exhibits of this Agreement, shall be deemed to be Confidential Information. Confidential Information shall not include information that: (a) was publicly known at the time of disclosure; (b) becomes publicly known through no fault of the receiving party; (c) was in the receiving party's possession free of any obligation of confidence at the time of the owner's disclosure to the receiving party; (d) is developed by the receiving party independently of and without reference to any of the owner's Confidential Information; (e) is rightfully obtained by the receiving party from third parties authorized to make such disclosure without restriction; or (f) is identified by the owner as no longer confidential or proprietary.

25.2 Disclosure. If a party or any of its representatives becomes legally compelled to disclose any Confidential Information, the compelled party shall provide the other party with prompt notice of such requirement and shall cooperate with the other party in seeking to obtain a protective order or other arrangement pursuant to which the confidentiality of the Confidential Information is preserved. Any legally compelled disclosure shall not change the status of the disclosed information as Confidential Information.

25.3 Survival. The provisions of this Section shall bind the parties throughout the term of this Agreement, including extensions, and shall survive the termination of this Agreement for a period of five (5) years.

ARTICLE 26 MISCELLANEOUS

26.1 Compliance with Applicable Law. Each party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees ("Applicable Laws") that relate to its obligations under this Agreement.

26.2 Changes in State or Federal Laws. This Agreement shall be modified by DLC to comply with any changes in state or federal laws, including but not limited to future regulations of the Federal Communications Commission or the Pennsylvania Public Utility Commission, if Pennsylvania subsequently meets the requirements of Section 224(c) of the Act, for regulating rates, terms and conditions for pole attachments and so certifies to the Federal Communications Commission under Section 224(c) of the Act and the applicable Federal Communications Commission's rules pertaining thereto.

26.3 Necessary Approvals. Each party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each party shall reasonably cooperate with the other party in obtaining and maintaining any required approvals and rights for which such party is responsible.

26.4 Arbitration. Any dispute, controversy or claim arising out of or under this Agreement or its performance shall first be negotiated by the parties. If an acceptable resolution does not result from negotiation, the parties shall have a right to proceed in litigation with the Court of Common

Pleas of Allegheny County or the appropriate Court of the Commonwealth of Pennsylvania of original jurisdiction located in Allegheny County. The parties expressly agree that the choice of forum will be the Courts of the Commonwealth of Pennsylvania located in the County of Allegheny and that the parties will be subject to the jurisdiction of those Courts.

26.5 Warranties Limited. The only warranties made by DLC are those expressly enumerated in this Agreement. DLC expressly disclaims all other warranties whether statutory, express or implied (including all warranties of merchantability and fitness for particular purpose and all warranties arising from course of dealing and usage of trade.

26.6 Environmental Hazards. Each party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all hazardous substances and contaminants by such party and its contractors and agents; "hazardous substances" and "contaminants" are defined by the Comprehensive Environmental Response Compensation and Liability Act, as amended [42 U.S.C. §§ 9601, *et seq.*] or under any other applicable law or listed by any governmental agency as a hazardous substance.

26.7 Subcontracting. Either party may subcontract the performance of its obligations under this Agreement without the prior written consent of the other party; provided, however, that the party subcontracting such obligations shall remain fully responsible for the performance of such obligation and be solely responsible for payments due its subcontractors. The party subcontracting must ensure that its subcontractors abide by the terms of this Agreement, including, but not limited to all requirements relating to the NESC and DLC Construction Standards.

26.8 Force Majeure. Whenever a period of time is provided for in this Agreement for either party to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform (other than an obligation to make money payments) due to causes beyond the reasonable control of said party such as but not limited to war; riot; insurrection; rebellion; strike; lockout; unavoidable casualty, or injury or damage to personnel, material or equipment; fire; storm; earthquake; tornado; any act of God; or any act of terrorism; provided that said time period shall be extended for only the actual amount of time said party is so delayed. For purposes of this Article, acts or omissions shall not be deemed "beyond the reasonable control of a party" if committed, omitted or caused by a party to this Agreement, or its employees, officers, agents or affiliates, or by any corporation or other business entity that holds a controlling interest in said party, whether held directly or indirectly. In addition, the inability to perform for financial reasons shall not be deemed an act or omission beyond the reasonable control of a party and shall not be deemed force majeure.

26.9 Law. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without reference to its conflicts of laws and choice of law principles. Any litigation shall be filed and pursued in either state or federal court in Pittsburgh, Pennsylvania.

26.10 Disclosure. Each party will promptly inform the other party of any fact or omission that would make any representations, warranty or disclosure made herein materially untrue or misleading or which constitutes a material breach of any covenant contained herein.

26.11 Severability. In the event that any term or provision of this Agreement is declared to be illegal, invalid or unconstitutional, then that provision shall be deemed to be deleted from this Agreement and have no force or effect and this Agreement shall thereafter continue in full force and effect, as modified.

26.12 Non-Waiver. The failure by either party to insist upon strict compliance with any term of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of the other party shall not affect, or constitute a waiver of, the other party's right to insist upon such strict compliance, exercise that option, enforce that right or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the parties at variance with any provision of this Agreement shall affect or constitute a waiver of either party's right to demand strict compliance with the provisions of this Agreement.

26.13 Headings. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.

26.14 Entire Agreement and Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter and supersedes any and all prior oral or written agreements. This Agreement may not be modified or amended except in writing and signed by both parties.

26.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original instrument, and all of which taken together shall constitute one and the same agreement.

26.16 All Other Acts. Each party agrees to do all other acts necessary to effectuate the purposes and intent of this Agreement.

26.17 Language Usage. All words used in this Agreement shall have their common meaning unless otherwise provided in this Agreement. The use of upper case and lower case letters shall have no legal effect in regard to the interpretation of this Agreement.

26.18 Public Utility Commission. DLC shall file for approval an executed copy of this Agreement with the Pennsylvania Public Utility Commission as required by Title 66, Section 2102 of the Public Utility Code, and this Agreement shall become effective in accordance therewith. Once approved, this Agreement remains under the continuing jurisdiction of the PaPUC and is subject to modification as may be required by the PaPUC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective on the day and year first above written.

ATTEST:

DUQUESNE LIGHT COMPANY

Joanne E. Nelee

By Murray Whitford

Title Corporate Secretary

Title Manager, Billing + Disbursements

ATTEST:

DQE COMMUNICATIONS, LLC

Catherine Vancheri

By James E Wilson

James E. Wilson

Title Legal Assistant

Title President

Exhibit A

Fee Schedule

Administrative Fee		\$ 455.00/one time
Attachment Fees	Pole	\$26.70 per attachment/year
	Duct	\$1.07 per linear foot/year*

Such fees may be amended from time to time pursuant to FCC formula shown on Exhibit B.

* This rate shall be effective beginning from date of PUC approval. The rate from July 1, 2009 to the date of PUC approval shall be \$1.30 per linear foot/year, since at that time Duquesne Light Company recalculated its duct rate to conform with the FCC duct rate formula for all duct attachers, and modified its duct rate to \$1.30 per linear foot for all duct attachers.

Exhibit B

Pole and Duct Attachment Formulas
(as may be amended by the FCC from time to time)

**Section 224(e) Telecom Formula for Determining Maximum Rate For Use of Electric Utility Poles
Using FERC Form 1 Accounts¹**

$$\text{Maximum Rate} = \left[\frac{\left(\text{Space Occupied} \right) + \left(\frac{2}{3} \times \frac{\text{Unusable Space}}{\text{No. of Attaching Entities}} \right)}{\text{Pole Height}} \right] \times \frac{\text{Net Pole Investment}}{\text{Number of Poles}} \times \left[\text{Carrying Charge Rate} \right]$$

**Formula for Determining Maximum Rate for Use of Electric Utility Conduit
Using FERC Form 1 Accounts²**

$$\text{Maximum Rate per Linear ft./m.} = \left[\frac{1}{\text{No. of Ducts}} \times \frac{1 \text{ Duct}}{\text{No. of Inner Ducts}} \right] \times \left[\frac{\text{No. of Ducts} \times \text{Net Conduit Investment}}{\text{System Duct Length (ft./m.)}} \right] \times \text{Carrying Charge Rate}$$

(Percentage of Conduit Capacity) (Net Linear Cost of a Conduit)

Simplified as:

$$\text{Maximum Rate per Linear ft./m.} = \frac{1 \text{ Duct}}{\text{No. of Inner Ducts}} \times \frac{\text{Net Conduit Investment}}{\text{System Duct Length (ft./m.)}} \times \text{Carrying Charge Rate}$$

¹ Consolidated Partial Order on Reconsideration, Appendix E-2, 16 FCC Red 12103 (2001)

² Consolidated Partial Order on Reconsideration, Appendix F-2, 16 FCC Red 12103 (2001)

Addendum A

Guidelines for Communication Space Attachments

1. **Introduction:** These are the technical guidelines for directing the Attaching Party (AP) when attaching cables, messengers and equipment to DLC poles. These guidelines define the procedures, standards and policies for cabling in DLC manholes, and attaching to DLC poles. These Guidelines represent the technical agreement with the AP and are part of a comprehensive agreement. These Guidelines will be modified as required to assure the safety and integrity of DLC's assets including poles, wires, etc., and its electric and communication systems.
2. **Definitions.** Definitions are provided to clarify the meaning of words used specifically for this Guideline. Statement of definitions shall not alter the meaning as defined in other sections of the comprehensive agreement or in the referenced standards.
 - 2.1. **Cables.** General term used for a wire or strand (or group of) that is capable of carrying electric current or transmitting optical or electric communication signals, and may or may not be insulated.
 - 2.2. **Communication Space:** The term used to describe the section of the pole space (defined as the pole plus the worker's zone away from the pole) that is typically 40 inches below the lowest electric space facility. The lowest electric facility may be a bracket, feeder, cable or whichever portion of an electric space facility that has the lowest vertical position on a pole. Communication facilities that are less than 40 inches below electric space facilities are considered as electric space facilities. For underground applications, this space is understood to be only those ducts that do not contain electric supply cables.
 - 2.3. **Conduit.** A structure containing one or more ducts.
 - 2.4. **Conduit System.** Any combination of ducts, conduits, manholes, hand holes, pull boxes and vaults that form an integrated whole.
 - 2.5. **Electric Space.** The term used to describe the location on a pole where electric facilities (e.g. cables, wires, brackets, supports) exist. Such facilities are normally components of a utility's electric supply system and typically occupy the entire upper portion of a pole. For underground applications, this space is understood to be only those ducts that contain electric supply cables.
 - 2.6. **Ducts.** Underground ducts are the space inside conduits that may contain electric supply cables or non-electric supply cables.
 - 2.7. **Equipment.** General term used for other communication devices or supporting communication devices that may be attached to the poles, messengers or cables. Equipment shall include, but not be limited to, power supply units, switching boxes, amplifiers and radio transceivers. The general term shall include all materials including, but not limited to, equipment housing (cabinet), antenna, support brackets, etc.
 - 2.8. **Facilities.** General term used to reference all the equipment that may be proposed by an AP including, but not limited to, cables, messengers, wires, equipment, hardware, etc. When 'facilities' is used without capitalization, it refers to similarly defined equipment associated with any AP including equipment owned by DLC.
 - 2.9. **Guidelines.** Term used to represent this document and all referenced attachments and addendums.
 - 2.10. **Messenger.** General term used for the wire that supports the cable and is attached to the pole.
 - 2.11. **Minor Make-ready (MR) work.** The movement of DLC secondary, change-out of secondary with multiplex cable, communications guying, or movement of street lighting.
 - 2.12. **Major Make-ready (MR) work.** The movement of DLC aerial or primary cables, the movement of pole facilities including transformers and cross-arms. power guying, or the replacement or extension of poles, or to be defined as anything other than Minor Make-ready work.
 - 2.13. **Outage.** A scheduled or unscheduled interruption in electric power of either Primary service, Secondary service or both.
 - 2.14. **Pole Attachment List (PAL).** An automatically-generated list containing a sequence of DLC pole numbers that follow the order illustrated by a Route Map. The PAL also contains associated data such as pole-owner, DLC proposal number, GIS location number, pole number, street name, etc.
 - 2.15. **Primary.** Electric service distribution component comprised of high voltage cable plant and associated hardware. For DLC this consists of 4kV and above, three-phase facilities.

- 2.16. **Remedial Make-ready work.** Work needed to be completed before any Minor or Major MR and that involves correction of existing electrical or structural problems that prevent MR or attachment from safely taking place.
 - 2.17. **Route Layout Form (RLF).** An automatically-generated list containing a sequence of DLC manhole numbers that follow the order illustrated by a Route Map. The RLF also contains associated data such as facility owner, DLC proposal number, GIS location number, manhole number, street name, etc.
 - 2.18. **Route Map.** A layout of the path that an AP plans to take that consists of the planned route for its network. The map should highlight all streets in an area that are part of the proposed route.
 - 2.19. **Secondary.** Electric service distribution component comprised of lower voltage cable plant and associated hardware as defined by DLC. For DLC this normally consists of voltages of 240 or less.
 - 2.20. **Work Order.** The term used for the accounting mechanism set up by DLC through which DLC will be reimbursed for all direct expenses incurred in support of a stated task.
3. **Qualifications:** The engineering and construction as outlined in this Guideline shall be performed by persons with knowledge and experience as defined below:
 - 3.1. Understanding of National Electric Safety Code (NESC) C2-2007, Occupational Safety and Health Standards (OSHA) 1910.268 and .269, DLC Construction Standards and applicable Pennsylvania state and local regulations impacting the work associated with this Guideline;
 - 3.2. Capable of assessing the pole's condition and determining if the pole is electrically and structurally safe for adding attachments;
 - 3.3. Capable of accurately measuring and recording the locations of existing facilities attached to DLC poles including the height above ground and angular position around the pole;
 - 3.4. Capable of characterizing the physical characteristics of existing facilities including type, weight, diameter, method of grounding, etc;
 - 3.5. Capable of determining ownership of existing facilities;
 - 3.6. Capable of performing a stress analysis on DLC wooden poles using NESC and DLC standards, design loads, as applicable to this region, and determining the Make Ready Work required to permit attaching to the pole in compliance with the current NESC and DLC Construction Standards;
 - 3.7. Capable of installing and maintaining facilities on wooden poles;
 - 3.8. Qualified to work in electric space, when required, as specified by OSHA, and using DLC approved Qualified Electrical Workers;
 - 3.9. Capable of understanding the costs and complexity of interfacing with energized electrical systems given a utility's obligation to provide electric service including the ability to obtain service outages;
 - 3.10. Capable of validating the requirements of this Agreement with local requirements;
 4. **Process for accessing and pulling communications cables in DLC owned manholes.**
 - 4.1. The AP must contact DLC Asset Administration for a Proposal Number. This needs to be added to the RLF and any other documentation in order to reference the current job.
 - 4.2. Any documents and forms must be sent to DLC Asset Management.
 - 4.3. The AP will then be required to submit an initial Route Map.
 - 4.4. DLC will assist with on-site access to DLC duct map drawings to determine duct availability to install cable. The AP will be given copies of duct maps showing only those parts of the system relevant to the project. All other portions of maps will remain with DLC.
 - 4.5. The AP must then submit a RLF.
 - 4.6. All associated manholes must be inspected and all safety hazards corrected by DLC before the AP is allowed access.
 - 4.7. The AP must notify DLC of scheduled time of access to all manholes 24 hours prior to access.
 - 4.8. The AP must use DLC approved qualified electrical workers for all work in manholes.
 - 4.9. The AP must notify DLC when cable pulls are completed.
 - 4.10. DLC may inspect a percentage of the manholes.
 - 4.11. The AP must provide DLC with as-built information to allow DLC to update all associated duct maps.
 - 4.12. Once the project is verified as completed, and the AP has submitted a final RLF, DLC will issue the AP a Certification of Attachment.

5. **Process for attaching communications cables on DLC owned poles.**
 - 5.1. The AP must design and submit a map (Route Map) detailing the desired route, and approximate pole locations if available.
 - 5.2. DLC will provide the AP with a map created from the submitted route that will contain pole ownership information, and pole numbers for each pole along the desired route.
 - 5.3. The AP designs the desired route. All poles must be specified in the design including guy poles, foreign poles and poles containing overlashed facilities.
 - 5.4. The AP must engineer and submit a Detailed Plan as described in Section 10 below.
 - 5.5. *The AP will be responsible for engineering the pole route and all pole attachments in compliance with NESC, DLC, and State and Local standards.*
 - 5.6. The AP is limited to a total of 200 poles per proposal.
 - 5.7. When the detailed plan is received, the desired poles are “locked” to provide the AP reserved access to the requested poles.
 - 5.8. Within 45 days of receipt of a Detailed Plan, DLC will either grant temporary authorization to attach or deny the attachment request in full or in part.
 - 5.9. Pole designs will be denied access for non-compliance to NESC or DLC standards.
 - 5.10. Denied poles must be re-engineered by the AP to meet all compliance standards and a corrected profile and/or Detailed Plan must be submitted to DLC within 15 days of notification, or the AP may lose their reserved status on the denied poles.
 - 5.11. Poles for which temporary authorization to attach is granted, will be grouped into one of two categories: (a) accepted for access with no further provisions, and (b) accepted for access with provisions for completion of all Minor or Major Make-ready work as engineered in the submitted profile. (The temporary authorization to attach grants APs 60 days reserved access to the designated poles for construction. This authorization does not indicate acceptance of AP engineering or design.)
 - 5.12. Minor make-ready work may be scheduled and completed by the AP through the use of DLC approved Qualified Electrical Workers, and with notification to DLC 48 hours before scheduled work is to begin if an Outage is required.
 - 5.13. Major make-ready work must be designed by DLC Engineering department. DLC T&D department prefers to handle all major make-ready work. Major make-ready work can only be performed by qualified electrical workers. A DLC representative must be present to oversee all Major Make-ready work. Pole permits, if required, must be applied for by DLC.
 - 5.14. All Major and Minor Make-ready work must be completed before the attachment of communications cables.
 - 5.15. The AP must notify DLC within 10 days of attaching their communications cables, and provide a final PAL to reflect the “as-built” route.
 - 5.16. DLC will perform a Final Inspection of every pole for compliance to NESC and DLC standards.
 - 5.17. DLC will provide written notification to the AP of all poles which have failed inspection.
 - 5.18. The AP will be required to re-engineer all failed poles to comply to required standards and to make the required corrections within 30 days of notification.
 - 5.19. The AP will be required to notify DLC upon completion of the required corrections, and submit a final PAL as necessary.
 - 5.20. DLC will re-inspect all corrected poles.
 - 5.21. All failed inspections will be returned again to the AP for correction.
 - 5.22. Once all poles within a pole submittal have passed inspection, and the AP has submitted a final PAL, DLC will issue the AP a Certification of Attachment.
 - 5.23. A temporary authorization to attach or a Certification of Attachment does not circumvent the authority of any other State or local authority to independently inspect poles and does not obviate any deficiencies found that are particular to that jurisdiction, but not part of NESC code or DLC construction standards.
 - 5.24. Any documents and forms must be sent to DLC Asset Management.
6. **Equipment Attachment:** Equipment other than cables may be installed on a pole when space permits with DLC approval. The function and physical characteristics of the equipment must be submitted as part of the Detailed Plan. Equipment attachments must also consider the following constraints.
 - 6.1. Metal equipment covers must be effectively grounded.
 - 6.2. Cabinets should not be installed on the following wooden pole types:
 - 6.2.1. Poles with underground electric or communication aerial cable risers;

- 6.2.2. Poles that are not accessible to mechanized equipment (e.g. bucket truck);
 - 6.2.3. Poles with capacitor controls, air switch operating handles, or any existing electric service entrance;
 - 6.2.4. Poles with primary metering;
 - 6.2.5. Poles with 23 kV sectionalizers, reclosers, vacuum switches or Pole Top Switch;
 - 6.2.6. Poles with 4 kV PR reclosers or voltage regulators;
 - 6.2.7. Poles with cabinets containing controls such as fire alarm, police signal, traffic signals and communication terminal boxes;
 - 6.2.8. Poles where the distribution lines run in four or more directions;
 - 6.2.9. Poles where electric service is not available and/or where adding electric load would place an undue burden on the existing distribution system as determined solely by DLC.
- 6.3. Only one cabinet may be installed on a pole.
 - 6.4. Cabinets must be installed at a minimum height of 12 ft. from the bottom of the box to ground.
 - 6.5. The preferred pole for attaching cabinets or power supply units is a pole with only wire and cross-arms and no other equipment.
 - 6.6. If electrical supply service is required for the proposed equipment, service must be engineered by DLC at the AP's expense.
 - 6.7. Equipment designed and equipped to continue to supply power (usually by means of batteries and inverter) when electric service is interrupted or de-energized, must disconnect the external power source to prevent electric feedback into DLC's distribution system.
 - 6.8. DLC reserves the right to inspect or test power supply units and to request a schematic drawing of the unit(s) for review in association with the no back-feed requirement cited above. A test for kilowatt-hour (kWhr) consumption of the power supply unit may also be made in association with the un-metered electric service rate.
 - 6.9. Terms and conditions for electric service are not part of this Guideline.
- 7. Field Investigation.** A field investigation must be conducted to determine the space available on each pole on which the AP is requesting to attach. The extent of the field investigation will vary based on the space available on the pole. The field investigation must meet the following criteria.
- 7.1. A visual inspection of each pole must be conducted to identify any concerns for the integrity of the pole as outlined in OSHA 1910.269 and includes identification of leaning poles, missing guys or anchors, etc.
 - 7.2. Details of all existing non-compliance issues that impact the AP's ability to attach including elevations and pole and mid-span clearances may be recorded on digital photographs or Profiles if advantageous to the AP.
 - 7.3. Two digital photographs clearly illustrating any communication space pole attachments must be taken.
 - 7.4. In order to attach communications cables to DLC poles, the AP must define the following information on the Profile sheet:
 - 7.4.1. The elevation and owner of those existing communication space facilities which will become immediately adjacent to the new attachment once installed.
 - 7.4.2. The elevation of the new attachment.
 - 7.5. The AP shall assure that the proposed mid-span clearances and cable sag dimensions are according to NESC/DLC specifications. Additionally, the AP must verify that attachments to the pole, including any added guy-attachments, meet the applicable mid-span to ground clearances. It is the AP's responsibility to determine if local ordinances or other conditions apply.
 - 7.6. All requested measurements must be accurately taken to assure compliance with the NESC. Where requested to perform a specific measurement or task in this section, the following quality criteria applies to the measurement type.
 - 7.6.1. **Elevation** (communication facility): Measurements taken using a device capable of identifying the attachment height above ground within +1 or -1 inch for all facilities.
 - 7.6.2. **Digital Photographs:** Digital photographs required must clearly identify the specific pole identification number, as listed on the GIS map, and date in the file name (e.g. 12345-030910). The entire pole must be shown in one photo at an angle, distance and time of day that allows for identification of facilities. Pictures must be made using cameras that operate with a minimum of 7 megapixels and at a 1:1 image ratio (no wide-angle views). A second photo must be taken of the communications attachments at close range (telephoto lenses or views are permitted). Pictures are only required for DLC-owned structures.

- 8. Clearance Analysis:** A clearance analysis shall be performed to determine if there is sufficient available space to permit attachment in compliance with NESC and DLC Construction Standards for all proposed Facilities. The clearance analysis must consider the following constraints.
- 8.1. The initial clearance analysis shall determine if sufficient space is available within the existing configuration to permit the proposed attachment. If sufficient space is not available, the clearance analysis shall clearly define the Make Ready Work needed to provide the required attachment while maintaining compliance with current NESC and DLC Construction Standards. If an existing pole cannot be reconfigured to permit attachment, the AP may choose to have the pole replaced or locate an alternative pole or route.
 - 8.2. All clearance designs shall meet NESC and DLC Construction Standards.
 - 8.3. Except as permitted by the NESC, no communications equipment, supply equipment, or cables are allowed within the communication worker safety zone.
 - 8.4. Per DLC construction standards a minimum distance must be kept between Primary open-wire lines and Secondary or Neutral conductors as follows: 8 feet for 23kV Primary, 4.5 feet for 4kV Primary.
 - 8.5. Communications equipment and hardware, such as power supplies, camera enclosures and antennas, must be located in communications space similar to communications cable attachments. Any attachments which contain RF transmission equipment must be properly labeled with, at least, the name and phone number of the organization responsible for accepting calls when DLC T&D crews arrive on site to perform electrical service work. Refer to the document "POWER REMOVAL PROCESS FOR POLES CONTAINING POTENTIAL RF RADIATION HAZARD (For DLC personnel)" for more information.
 - 8.6. The minimum distance between two communications attachments at the pole shall be 12 inches in any direction.
 - 8.7. The minimum distance between two communications attachments anywhere in the span is 4 inches.
 - 8.8. For all other circumstances midspan clearances must follow NESC and DLC standards.
 - 8.9. All communication lines must be at least 12 inches below the bottom of an ungrounded streetlight power supply drip loop, and 20 inches below the streetlight bracket, whichever is closer.
 - 8.10. Service drops must adhere to the same clearance specifications as mainline trunk cables.
 - 8.11. In the event that communication space is available above an ungrounded streetlight, the clearance between the communication line and the streetlight's upper support arm shall be 20 inches for streetlights operating at 150V or less to ground, and 40 inches for streetlights operating at more than 150V to ground.
 - 8.12. Clearances to streetlights above or below communications space facilities or electrical space facilities shall follow NESC and DLC construction standards.
 - 8.13. The minimum clearance across a state road including the pavement and shoulders is 18 feet. Local or municipal codes may also apply to this road clearance. It is the AP's responsibility to verify that a lower clearance across a road is permitted. DLC must have documentation from the AP to support a lower clearance on record for the project.
 - 8.14. A compliant design must consider the following clearance constraints:
 - 8.14.1. Compliant designs must maximize the use of communication space.
 - 8.14.2. Complaint designs must maximize the use of communication space before recommending any changes to electric space:
 - 8.14.3. Any requested attachment movement must be equal to or greater than 6 inches vertically along the pole;
 - 8.14.4. The AP must comply with minimum or standard clearances;
 - 8.14.5. Streetlights are not effectively grounded;
 - 8.14.6. Movement of streetlights may be constrained by local authorities.
- 9. Structural Analysis:** An AP may not attach to a pole that has a ground line stress level greater than allowed by the NESC and DLC Construction Standards (OH-3-10 through OH-3-13) based on the existing facilities as they are observed and documented in the field investigation. Additionally, an AP may not attach to a pole when the incremental stresses added by the proposed attachment results in total stresses that exceed NESC or DLC Construction Standards limits. Structural analysis may also be used to validate pole stress limits when physical constraints impede guying as required by this Guideline. The AP, at its cost, shall determine modifications to the pole required to reduce ground-line stresses and result in a compliant design. DLC Engineering department may review structural analysis provided by the AP, but DLC structural analysis will take precedence over the

AP's structural analysis. When requested, all calculations and computations related to the AP's structural analysis must be submitted to DLC for review.

10. **Detailed Plan:** The AP is required to submit a Detailed Plan to DLC prior to attaching to a Structure. The Detailed Plan must include all required information, as stated in this Guideline, for each pole as requested through the use of the online application process. The online process will be mandatory as of 6-1-2010. Failure to use the online tool, or to not fully complete the application, will be grounds for rejection of a proposal. DLC review of any data submitted by the AP does not automatically sanction the engineering design or suitability of the Detailed Plan or an attachment proposal for either overhead or underground applications.
 - 10.1. A field investigation summary report must be provided including:
 - 10.1.1. A completed Pole Profile for every pole listed in the PAL, including guy poles (pole-to-pole and anchor), poles with overlashing, and poles where the AP has changed the elevation of an existing messenger attachment;
 - 10.1.2. Splice points where the new route connects to an existing route or routes.
 - 10.1.3. Revised and corrected PAL or RLF and Route Map and construction drawing;
 - 10.1.4. Properly labeled digital photographs (pole attachments);
 - 10.1.5. Summary of any observed non-compliance conditions;
 - 10.1.6. Description of any Equipment proposed to be installed (e.g. cameras, wireless, power supplies, etc);
 - 10.1.7. List of contractors to be used. DLC must approve all engineering and construction contractors supporting the work;
 - 10.2. When a structural analysis is performed, a summary report must be developed conveying the key information associated with the compliant design. The summary analysis must comply with DLC Standards.
 - 10.3. Any changes to DLC's electric system must be defined including modification to secondary or primary circuits and approved by DLC. If outages are required, the anticipated outage duration must be defined along with a pole number for the pole that holds the controlling transformer(s) for secondary service (see section 11).
11. **Make Ready (MR) Construction (poles):** Make Ready Work Construction shall begin after the AP has received the required approvals from DLC and other attached parties. This section details the technical requirements for Make Ready Work and the following section defines the technical requirements for Implementation Construction. Some of the work tasks performed may not consistently be assigned to one of these sections by all parties as initially intended by DLC. To assure compliance with the intent of this Guideline, the AP's and any of its subcontractors are responsible to assure that the combined requirements of these two sections are implemented regardless of the interpretation as to which work task is included in a specific section.
 - 11.1. All construction activities must meet standards established by OSHA 1910.269 for Electric Power Generation, Transmission and Distribution, NESC and DLCO standards, and State and Local codes .
 - 11.2. **Minor Make-Ready Work.** This work involves only scheduling interaction and coordination with DLC and is characterized by Non-Outage or Outage situations as follows:
 - 11.2.1. Non-Outage related Minor MR Work consists of work that, once DLC has been notified, the AP can manage entirely on its own without DLC on-site supervision. Examples of such work include movement of Secondary wires, pre-hanging multiplex cable, moving communications cables (in Electric Space) and repositioning of streetlights.
 - 11.2.2. Outage related Minor MR Work also consists of work that the AP can manage entirely on its own without DLC on-site supervision but comprises tasks that would be performed only after a Secondary service Outage has been scheduled through DLC. Examples of such work include movement of Secondary wires, changing open-wire configurations to multiplex cable and rewiring of service drops.
 - 11.2.3. Notification Procedures. The notification process is as follows:
 - 11.2.3.1 For Minor MR that does not require an electric service outage the AP or the AP's contractor notifies DLC of the planned activity. A notice will be sent out advising all internal DLC personnel of the proposed work. DLC will need to know the following information for the notice 24 hours before work begins:
 - 11.2.3.1.1. Location(s) of work.

- 11.2.3.1.2. Date(s) of work.
- 11.2.3.1.3. Time(s) of work.
- 11.2.3.1.4. Nature of the electric supply serving the area involved (4 or 23kV).
- 11.2.3.1.5. On-site contractor foreman in charge and cell phone number.
- 11.2.3.1.6. Project manager of contractor and cell phone number.
- 11.2.3.1.7. AP contact and cell phone number.
- 11.2.3.2. The above process can be used for one week's worth of MR work per crew at a time.
- 11.2.3.3. For Minor MR that does require a Secondary electric service Outage the AP or the AP's contractor notifies DLC of the planned activity. A single notice will be sent out advising all internal DLC personnel of the proposed work. DLC will need to know the following information for the notice 48 hours before work begins:
 - 11.2.3.3.1. Location of work.
 - 11.2.3.3.2. Date of work.
 - 11.2.3.3.3. Time of work.
 - 11.2.3.3.4. Nature of the electric supply serving the area involved (4 or 23kV).
 - 11.2.3.3.5. On-site contractor foreman in charge and cell phone number.
 - 11.2.3.3.6. Project manager of contractor and cell phone number.
 - 11.2.3.3.7. AP contact and cell phone number.
 - 11.2.3.3.8. All residence or business addresses affected.
 - 11.2.3.3.9. Type of Outage (i.e. single phase or three phase Secondary service).
 - 11.2.3.3.10. Pole number(s) for all poles where Secondary service will be out.
 - 11.2.3.3.11. Pole number(s) of the serving transformer.
- 11.2.3.4. Notice information may be delivered electronically or via the phone, however verbal confirmation of receipt must be made with DLC prior to the 48 hour period. Voicemail or email messages without confirmation will not be accepted. In case the DLC Third Party Project Manager is not accessible one or more alternate contacts will be made available.
- 11.2.3.5. The AP is responsible for ensuring that missing or correct pole numbers are obtained. Poles without tags must be identified. Hence, the PAL needs to be distributed to those contractors who will be submitting notice information to DLC. Failure of DLC to receive accurate pole identification data may cause a delay or rejection of the Outage MR request. In addition, the following steps must be taken:
 - 11.2.3.5.1. Paper notices must be delivered to all electric customer addresses (see attached Outage Notification form);
 - 11.2.3.5.2. Personal contact must be made with affected customers;
 - 11.2.3.5.3. All possible attempts must be made to accommodate customer's schedules;
 - 11.2.3.5.4. During coordination, be advised that Outages are not authorized in cases where the customer is using oxygen, is on life support or otherwise would be vulnerable or in a life-threatening situation with the removal of power unless the contractor is able to work out a schedule or process that meets the customer's approval;
 - 11.2.3.5.5. All customers must be contacted to confirm acceptance of the scheduled Outage before the day of the Outage;
 - 11.2.3.5.6. Extra care exercised when switching old transformers off and back on.
 - 11.2.3.5.7. The AP is responsible for its contractor at all times;
 - 11.2.3.5.8. The AP is responsible for obtaining documentation of any customer related Problems;
 - 11.2.3.5.9. Notice given to the DLC Third Party Project Manager upon completion of Work.
- 11.2.3.6. The above process must be used to document each individual service Outage. Should there be problems with restoration of service or an (electrical) emergency situation the AP contractor must notify the DOC supervisor. Scheduled Outages are subject to cancellation or rescheduling by DLC if necessary.
- 11.3. **Major Make-Ready Work.** This work involves both scheduling and Outage coordination with DLC. In addition, DLC must be present to sign on and sign off Primary Outage clearance permits and supervise the work regardless of who performs the work. The process is as follows:

- 11.3.1. The AP must submit a list of poles to DLC requiring such action.
- 11.3.2. DLC will provide a quote for the required work to include Outage coordination, if needed, for each pole along with an estimate of the time required for completion. All estimates of time will be approximate and do not include the time required for, or delays resulting from, outage scheduling, permit application, storm restoration, etc.
- 11.3.3. The AP then either elects to move forward with the work or decides to consider an alternate path. If a new path is chosen then the proposal process must be restarted beginning with the Detailed Plan, and a new proposal number created. The 45 day response time would begin again after receipt of all documentation from the AP.
- 11.3.4. Regardless of the party performing the MR, an authorized DLC Representative must oversee the work. In addition, work needing a Primary Outage must be scheduled and coordinated through the DLC Operations department. An authorized DLC Representative will take charge of setting up the Outage, arrange for writing a clearance permit, signing on and off the permit, and supervising the actual work. All DLC time charged to this work will be billed to the AP.
- 11.3.5. Contractors will not be permitted to splice aerial cable. Contractors will not be permitted to move DLC control cables between control boxes and electric equipment. Additionally, contractors will not be permitted to work on electric facilities on poles containing the following equipment unless DLC approves of the activity in writing:
 - 11.3.5.1. Under-arm Switches
 - 11.3.5.2 Sectionalizers
 - 11.3.5.3 Regulators
 - 11.3.5.4 Capacitors
 - 11.3.5.5 Pole-Top Switches
 - 11.3.5.6 Step-down Transformers
 - 11.3.5.7 Reclosers
 - 11.3.5.8 Terminal Poles
- 11.4. DLC will provide design information in the event fuse replacement is required.
- 11.5. Guying must be added to offset unbalanced transverse loads when the line angle for the attached cable is greater than five degrees (as defined in DLC Construction Standard OH-9-25 Detail 9-25-B).
- 11.6. All communication cables and equipment shall be permanently labeled at each pole. This label shall be easily readable from the ground and shall include the facility owner's name and a 24-hour contact phone number.
- 11.7. All materials used to replace or modify DLC facilities on a pole must be the same type used by DLC and identified in the DLC Construction Standards. The AP or its contractor may order replacement parts through WESCO using the referenced stock numbers from DLC's Construction Standards.
- 11.8. The communication cable must be directly attached to the pole surface. The preferred attachment types are shown in DLC Construction Standard No. TCE-5.1.9-6 and TCE 5.5.9-3. Extension arms, bolt extenders and offset brackets can be used to provide the required horizontal clearance to buildings, signs, trees, and similar facilities or to reduce the change in direction of the communication cable. Such items cannot be used to avoid vertical clearances and can only be employed on the non-climbing side of a pole (see section 13).
- 11.9. All connections made to 23 kV circuits to permit cable movement must use "hot line clamps". Use of parallel grooved clamps or amp connectors will not be permitted.
- 11.10. It is the AP's responsibility to determine a streetlight's owner and obtain the required approvals for movement.
- 11.11. Any required outage should be less than two hours in duration. The added cost for achieving this outage constraint shall be at the AP's expense.
- 11.12. Pole replacements shall be engineered such that an outage is not required.
- 11.13. Movement of aerial Primary cable requires an outage. Movement of OW Primary may require an outage.
- 11.14. All electric service outages must be planned and coordinated with DLC using DLC customer notification practices and required DLC electrical clearances. It is the AP's responsibility to know these practices. A DLC authorized representative will handle electrical clearance issues and permits.
- 11.15. Outages will only be granted using DLC historic practices as determined solely by DLC. Outages on certain circuits may not be permitted during summer months.
- 11.16. The AP is responsible for tree trimming necessary for compliance with this Guideline. Tree Trimming

- practices shall include, as a minimum, the following:
- 11.16.1. Contact the appropriate municipality to determine if permitting is required and determine if there are local procedural requirements that must be followed;
 - 11.16.2. Contact impacted property owners to explain the scope of work prior to performing the work;
 - 11.16.3. All tree trimming must be performed in accordance with the latest issue of the following arboricultural-related references
 - 11.16.3.1. American National Standards Institute (ANSI) Z133.1 Tree Care Operations- Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush – Safety Requirements
 - 11.16.3.2. ANSI A300 – Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practice
- 11.17 Contractor shall not represent itself as DLC or obligate DLC during the resolution of any complaints or claims.

12. Implementation Construction in DLC Manholes:

- 12.1. All construction activities must meet standards established by OSHA 1910.269 for Electric Power Generation, Transmission and Distribution, NESC guidelines, DLC construction standards, and State and Local codes.
- 12.2. The AP is authorized to install only in a DLC duct line where currently unused space exists, and if DLC does not require this space for its own electric and communication needs. In the event that DLC requires use of the DLC Duct Line space, DLC will provide written notice to the AP to relocate its facilities within 90 days.
- 12.3. Qualifications: The construction as outlined in these Guidelines shall be performed by persons with knowledge and experience as defined below:
 - 12.3.1. Understanding of applicable National Electric Safety Code (NESC), Occupational Safety and Health Standards (OSHA 1910.268, .269), DLC Construction Standards and applicable Pennsylvania state and local regulations impacting the Work;
 - 12.3.2. Capable of assessing the general condition of the existing facilities and determining if safety hazards exist, including but not limited to: electrical, environmental and structural;
 - 12.3.3. Capable of determining ownership and characteristics of existing facilities;
 - 12.3.4. Qualified to work in electric space as specified by NESC and OSHA using trained IBEW journeyman line workers;
 - 12.3.5. Capable of validating the requirements of these Guidelines with local requirements including right of way issues.
- 12.4. The AP is responsible for all incremental costs to DLC associated with installing Facilities in DLC's Underground Conduit System. The magnitude of these costs is typically not known at the beginning of a project. DLC will require the AP to approve all non-emergency costs prior to DLC incurring any costs.
- 12.5. All associated manholes must be inspected and all safety hazards corrected by DLC before the AP is allowed access. The AP will have a period of 60 days to complete all work in the manhole after completion of inspection and correction of all safety issues. The AP will not be allowed access into the manhole after the earlier of a period of either 60 days, or when the 3rd Party notifies DLC that they have completed installation, unless the manhole is re-inspected and all safety issues corrected. The AP acknowledges that underground system conditions may not be known at the time an AP requests installation, and the conditions may change while a project is being implemented. DLC, in its sole judgment, may prohibit access due to safety and reliability concerns.
- 12.6. The AP is solely responsible for the safety of its employees and any contractors working within DLC's Underground Conduit System. DLC authorizations do not in any way limit the AP's responsibility for assuring that the work environment is safe.
- 12.7. The AP understands that the initial route is subject to verification that space exists in the Underground Conduit System, and that the available Ducts are clear prior to DLC granting permission to attach.
- 12.8. DLC will keep certain Ducts available for its emergency use. For Ducts with an opening greater than four (4) inches, DLC will keep two (2) Ducts as operating/emergency spares. For Ducts with an opening measuring four (4) inches or less, DLC will keep four (4) ducts for operating/emergency spare purposes.
- 12.9. Not all Conduits will have spare capacity. When a Conduit does not have sufficient capacity, the AP may still install cable if there is available space in an existing communication Duct that may already

- contain another AP's cable.
- 12.10. DLC will require that the AP first fill all Ducts containing communication facilities with as many cables as possible.
 - 12.11. The AP cannot locate facilities in a Duct containing DLC electric cable.
 - 12.12. The AP's route should only use DLC pull boxes when required to provide connectivity through the Underground Conduit System, or when the only Ducts available are through the pull box.
 - 12.13. With the proposed route identified, the AP will complete a Route Layout Form. The Route Layout Form defines:
 - (A) the route entry points; (B) manholes, pull boxes or vaults involved in the route including identifying streets and landmarks used to specifically identify location for each facility; and (C) the individual cable lengths.
 - 12.14. The AP will determine the particular Duct for installation of its cable subject to these Guidelines and as listed on the RLF. Available Duct space will be maximized by installing multiple facilities inside the same Duct. Any party installing facilities in DLC's Underground Conduit System must recognize the inherent risk associated with sharing a Duct in an electric Underground Conduit System. The AP will not be granted exclusive access to a single DLC Duct in DLC's Underground Conduit System.
 - 12.15. Access to a DLC manhole may require removal of sludge or other substances. DLC will determine, at the AP's expense, if cleaning the manhole(s) requires treating materials as a hazardous substance. DLC will be responsible for removing any hazardous substance at the AP's expense.
 - 12.16. Connections (i.e. laterals) to DLC owned facilities must be preapproved. The AP must submit a sketch detailing the location of the proposed connection and showing the position of other facilities near the attachment including dimensions.
 - 12.17. After verifying the route accessibility, the AP must submit to DLC a Detail Plan which: (A) updates the Route Layout Form; (B) provides a route drawing detailing the proposed route's layout; (C) details any attachments or connections to DLC facilities; (D) defines any cable storage requests; and (E) outlines the project schedule.
 - 12.18. Access to DLC Underground Conduit System may not be approved or, if previously approved, may be cancelled due to the safety and reliability issues associated with DLC's electric system.
 - 12.19. The cost and obtaining of any permits, to include such requirements as providing police to supervise traffic, is the responsibility of the AP.
 - 12.20. An AP may perform inspections of DLC manholes only through use of DLC-approved qualified *electrical workers that have successfully completed a DLC-supervised training program in underground manhole safety and high-voltage circuit inspection.*
 - 12.21. The AP must provide 24 hour pre-notification before entering any DLC manhole using current Manhole Access Procedures. At all times, DLC System Operations must have knowledge of which manholes are occupied during the project. It is the AP's responsibility to ensure that DLC is aware of AP's presence in a DLC manhole or vault at all times.
 - 12.22. The AP is responsible for verifying that a proposed route is open for installation of its Facilities by "rodding and roping" the Ducts to verify that the entire Duct is sufficiently clear to permit installing additional facilities. In the event that a Duct is not clear and cannot be opened, DLC must be notified, the proposed route revised as needed, and the RLF updated with as-built information.
 - 12.23. The AP is responsible for securing all private access agreements as may be required.
 - 12.24. The AP must rack the installed cable around the manhole's perimeter at the DLC approved elevation. The cable shall not block access to DLC cables or manholes. Any cable pulled through the center of the manhole and not racked around the manhole's perimeter is subject to removal at DLC's sole discretion, with no notice required to the AP. If time permits and if the cable is tagged pursuant to Section 12.27 of these Guidelines, DLC will contact the AP to move/remove the cable.
 - 12.25. Equipment or cables shall not be installed within eight (8) inches of the back of fixed ladders and shall not interfere with the proper use of such ladders.
 - 12.26. All AP installed cable shall be plainly tagged in each manhole with the AP's name and unique cable number. The tag shall be suitable for extended service in the underground environment. Cables not tagged and not properly racked are subject to removal.
 - 12.27. The AP may not in any way reserve capacity within the DLC Underground Conduit System. The use of "innerduct" is permissible only as a protection for cables in the common working space of a manhole and not through any duct or conduit unless that duct or conduit is owned by the AP. Innerduct must be sized such that it would be only as large as necessary to accommodate a single cable.

- 12.28. The AP may not move any DLC facilities to permit installation of AP Facilities without pre-approval from DLC.
- 12.29. The AP must be in compliance with these Guidelines and correct any deficiencies or variance from the Guidelines before any additional access requests to install new cables will be considered.
- 12.30. The AP must notify DLC prior to performing any maintenance on any facilities installed in DLC manholes. DLC will again require that the manhole be inspected and all safety hazards corrected prior to permitting access to the Attaching Party.
- 12.31. In the event that underground facilities become damaged, DLC may withhold the AP's access to these underground facilities during the time required to repair DLC electric facilities.
- 12.32. The AP must notify all owners of any existing facilities installed in the DLC Duct Line it plans to access at least 15 days prior to installation.
- 12.33. DLC has no obligation to maintain this structure other than the maintenance required to assure the reliability of its facilities.
- 12.34. The AP may not perform any work on the DLC Duct Line without prior DLC approval.
- 12.35. The AP is not permitted to store any excess cable at the ends of the DLC Duct Line.
- 12.36. No electric outages will be provided for the installation or maintenance of underground cable.
- 12.37. No electrically conductive material is permitted inside the DLC Duct Line for any purpose including rodding or pulling of cable.
- 12.38. DLC may, at its discretion and where feasible and requested by the AP in writing, pull communications cables for the AP. The AP will be responsible for providing the cable, any materials not provided by DLC and all charges associated with such work. A quote from DLC for time and materials will be provided upon request.
- 12.39. DLC will charge the 3rd Party for clearing lines and restoring trips at the substations.

13. Implementation Construction on DLC Poles

The Implementation Construction Work on DLC poles must meet the following constraints:

- 13.1. All construction activities must meet standards established by OSHA 1910.269 for Electric Power Generation, Transmission and Distribution, NESC guidelines, DLC construction standards, and State and Local codes.
- 13.2. A vertical run of communication cable attached to the pole surface should be covered with a suitable non-metallic material. All communication vertical runs must be on the same quadrant around the circumference of the pole as shown in DLC Construction Standard UG 5-1 unless approved otherwise by DLC. The AP may not add a vertical run to a pole that already contains one or more vertical runs if the ability to climb the pole in a safe manner is affected. DLC T&D department retains the right of final determination and approval in such cases.
- 13.3. Maximum messenger tension including loads from cable, wind and ice shall not exceed 2,500 pounds without DLC pre-approval. It is the AP's responsibility to assure that this constraint is maintained during installation.
- 13.4. The AP is not permitted to overlash on DLC copper cable or messengers.
- 13.5. The AP may not locate communications cables in the Electric Space, either as a new attachment or an overlash.
- 13.6. All cable, wires and messenger attachments shall be attached on the street side of the pole or on the side with most other attachments unless approved otherwise by DLC. The boxing of poles is not allowed.
- 13.7. All cables, messengers, and other equipment attachments to a pole must be grounded as required by the NESC and the following DLC constraints:
 - 13.7.1. Where there is an existing electric power ground wire installed down the pole and connected to a ground rod, the AP must always bond communications equipment ground or messenger cable to that ground. The AP must replace when finished any molding used to cover the pole ground;
 - 13.7.2. For those poles where no electric pole ground exists, the AP must bond communications equipment ground (if it has equipment on the pole) and messenger cable along with all other messenger cables to the system multi-ground common neutral (MGCN) wire. The bonding of all messengers shall be at intervals of at least 4 times per mile if its messenger is capable of carrying system fault current, 8 times per mile if its messenger cannot carry system fault current.
 - 13.7.3 Bonding of all messengers is required on poles at intersections where those messengers converge.

- 13.7.4. Where there is an existing electric power ground wire installed down the pole and connected to a ground rod, and the AP desires to establish its own ground wire and ground rod, the AP must bond its ground connection to the existing pole ground. The AP must replace when finished any molding used to cover the pole ground;
- 13.7.5. For those poles where no electric pole ground exists, and the AP desires or needs to establish its own ground wire and ground rod, the AP must bond its ground connection to the system MGCN. Any messengers on such a pole must also be bonded to the MGCN;
- 13.7.6. For those poles where no electric pole ground exists, the AP needs to obtain a ground connection for its communications equipment, and it is not practical to bond to the MGCN, the AP may bond the ground connection to its messenger wire provided the system bonding requirements of 13.7.2 are met;
- 13.8. Climbing space must be preserved on all poles. DLC T&D department reserves the right to determine whether any pole has adequate and safe room to climb.
- 13.9 In order to enable pole rescue methods the climbing zone must exist in the same quadrant of a structure from top to bottom. Horizontal width and depth dimensions will be according to NESC specifications.
- 13.10 For cases where a pole contains attachments on both sides, climbing space consists of sufficient room to gaff in between cables on the climbable side. The climbable side is typically, but not limited to, the back or field side of a pole. For all communications-related attachments (e.g. main line cables, drops, guys, etc) on the climbable side of a pole the mandatory vertical clearance between any will be 24".
- 13.11 Any obstructions that would restrict climbing (e.g. extension arms, bolt extenders, braces, etc.) must be limited to one side of a pole, typically the front or street side .
- 13.12 If a pole is leaning then climbing space must be available on the side most advantageous for climbing as determined by DLC T&D personnel.
- 13.13 All guying must be installed prior to the installation of the communication Facilities. The AP may attach to existing DLC anchors as long as the anchor does not become overstressed. The number of guy wires to one anchor rod may not exceed the number of eyes on the anchor rod plus one auxiliary eye attachment as shown in DLC Construction Standard OH-9-42.
- 13.14. Installation of an additional anchor rod must be at least four feet from an existing anchor (reference DLC Construction Standard OH-09-04).
- 13.15. Added guys must not prohibit maintenance work on existing facilities by attaching too close to other's attachment even if such attachment is within the code allowable clearances.
- 13.16. When guys are added, and the guy crosses other facilities between poles, insulated abrasion protection must be installed and NESC clearances maintained.
- 13.17. Added guy and anchor wires must be bonded to an effectively grounded communication cable suspension messenger strand, or the pole ground wire, at the structure unless an NESC permitted alternative is implemented.
- 13.18. Any ungrounded portions of guys using in-line insulators (i.e., "Johnny balls") must conform to NESC specifications for clearance and strength requirements.
- 13.19. Communication messengers shall be adjusted as needed following lashing of the communication cable to the messenger to assure NESC clearances and that the cable is sagged consistent (similar slope and maximum sag without exceeding authorized tension under NESC loading conditions) with other existing communication cables.
- 13.20. The following additional (see section 5) rules and requirements apply to temporary (pre) attachment to DLC poles requiring Major make-ready work:
- 13.20.1. Temporary attachment will not be allowed on any pole planned or scheduled for replacement.
- 13.20.2. Temporary attachment will not be allowed on poles where Primary or aerial cable is planned or scheduled to be moved or on special-case poles which have been analyzed and disapproved by DLC.
- 13.20.3. Temporary attachment will require the approval of DLC.
- 13.20.4. Temporary attachment will be allowed in communications space only.
- 13.21. DLC will charge the 3rd Party for clearing lines and restoring trips at the substations.

- 13.22 Attachment anywhere in the 18 to 21 foot range above ground requires advance notice and permission.
- 13.23 The AP must contact other attachers directly when moving their cables or requesting to have such moved. DLC requires the AP to keep a record of the notification of other attachers but does not require regular submission of those records.
- 13.24 Temporary attachments are permitted under NESC code, ruling IR548, only if all the following are true:
 - 13.24.1 The new attachment is not made to a structure that has an existing violation deemed hazardous to life or property until such hazard has been remediated.
 - 13.24.2 The new attachment is not made to a pole experiencing structural overload.
 - 13.24.3 The new attachment does not cause a pole to become structurally overloaded.
 - 13.24.4 The new attachment does not create a violation.
 - 13.24.5 The new attachment does not worsen an existing violation.

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Using 2009 FERC Form 1 Data:

Attachers	Usable Space <u>Cost</u>	Unusable Space <u>cost</u>	Cable TV <u>Only Rate</u>	<u>Total</u>
Cable TV			14.84	\$ 14.84
Telecom	5.34	21.36		\$ 26.70
Total Unusable space Cost	85.45			
Less Dico (1/4th)	<u>21.36</u>			
Amt to be born equally by attachers (75%)	64.09			
attachers	<u>3.00</u>			
	21.36			

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Exhibit B
Pole Attachment Calculation
Page 2 of 4

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FERC FORM 1

December 31, 2009

<u>Account</u>	<u>Name</u>	<u>FERC Form 1</u>	
Account 364	Poles Towers and Fixtures	312,336,124	
Account 365	Overhead Conductor	314,358,624	
Account 369	Services	85,156,050	711,850,798
Account 593	Maintenance of Overhead Lines	12,903,562	
Account 408.1	Taxes Other than Income	52,945,568	
Account 409.1	Income Taxes Federal	32,381,056	
Account 409.1	Income Taxes other	13,063,159	
Account 410.1	Deferred Income Taxes	33,225,226	
Account 411.1	Deferred Income Taxes (Credit)	0	
Account 411.4	Investment Tax Credit	(1,454,691)	
	Depreciation	821,271,488	
	Total Administrative and General expense	80,414,449	
	Gross Plant Investment	2,615,977,285	
	Depreciation Rates 364, 365, 366		
Account 364		2.17%	
Account 365		2.32%	
Account 369		1.66%	
	Accumulated Depreciation 364, 365, 366		
Account 364		123,022,249	
Account 365		105,280,343	
Account 369		31,495,524	259,798,117
	Accumulated deferred income taxes		
	Account 364	36,587,531	
	Account 365	44,516,732	
	Account 369	10,824,080	91,928,342
	Net Investment (Gross Inv - Accum Depr- Accum Def. Tax)		
Account 364		152,726,344	
Account 365		184,561,549	
Account 369		42,836,446	
		360,124,339	360,124,339
Account 364	<u>Pole Data</u>		
	Poles Towers and Fixtures	0	312,336,124
	Number of poles 12/31/2009	See below	210,682
	Average price	\$	1,483

	(A)	(B)	(C)	(D)
Deferred Tax Calculation by Account			(A)* (Tax res Ratio)	(C-B)*Comp Tax Rate
Book Basis	Plant in Service	Accum Depr Book	Estimated Accum Depr Tax	Calculated Def Tax
Account 364	312,336,124	123,022,249	211,198,784	36,587,531
Account 365	314,358,624	105,280,343	212,566,380	44,516,732
Account 369	85,156,050	31,495,524	57,581,730	10,824,080
Total	711,850,798	259,798,117	481,346,894	91,928,342
Composit tax rate (fed .35 state .0999)	41.49%			
Total tax basis Distribution Plant	1,820,104,034			
AccumTax Depr Distribution plant	1,230,737,433			
Tax Reserve Ratio Distribution plant	67.62%			

Account 282 accum deferred income tax 203,307,211

Pole count calculation	
Balance November 30, 2010	212,220
Addback retirements	1,923
	214,143
Deduct additions	3,461
Number of poles 12/31/2009	210,682

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Formulas from FCC Telecommunications act of 1996 (amending section 224)
Using 2009 FERC Form 1 Data:

Max rate = Unusable Space factor + Usable space factor

Unusable Space Factor Calculation

FCC apportionment of 2/3 of unusable Space (A)	0.67	66.67%
B) I. Unusable Space	24	
B) II. pole height	37.5	
% of unusable space to total pole height (I/II) (B)	0.64	64.00%
C) Net cost of bare pole per attacher		
I. Apportionance reduction factor	0.85	
II. Gross Investment in a/c 364	312,336,124	
III. Depreciation a/c 364	123,022,249	
IV. Deferred taxes allocated to 364	36,587,531	
V. Net cost of all Poles (I-II-III)	152,726,344	
VI. Number of poles	210,682	
VII. Net Cost of Dressed poles (V./VI)	725	
VIII. Net Cost of Bare Pole (VII*I)	616	
Net Cost of a bare pole (C)	616.18	616.18
D. Carrying Charge Rate Calculations		
1. Depreciation Expense Factor:		
Annual Depreciation rate account 364	2.170%	
Gross pole investment (A)	312,336,124	
Net Pole investment(B)	152,726,344	
Ratio Gross to Net Investment in Poles (A)/(B)	2.05	
1. Depreciation Expense factor	4.44%	4.44%
2. Administrative Expense Factor:		
Total A&G Expense (A)	80,414,449	
Gross plant investment	2,615,977,285	
Accumulated Depreciation	821,271,488.00	
Accumulated Deferred Taxes	203,307,211.00	
Gross Plant less Accumulated Depreciation and deferred taxes (B)	1,591,398,586.00	
2. Administrative factor (A)/(B)	5.05%	5.05%
3. Maintenance Expense factor:		
Account 593 Maintenance of Overhead lines (A)	12,903,562	
Account 364 Net investment	152,726,344	
Account 365 Net Investment	164,561,549	
Account 369 Net Investment	42,836,448	
Net Investment a/c's 364,365 and 369 (B)	360,124,339	
3. Maintenance Expense Factor (A)/(B)	3.58%	3.58%
4. Normalized Taxes as a percentage of Net Plant:		
Account 408.1	52,945,568	
Account 409.1 Federal	32,381,056	
Account 409.1 Other	13,063,159	
Account 410.1	33,225,226	
Account 411.1	0	
Account 411.4	-1,454,691	
Total Normalized Taxes (A)	130,160,318	
Gross Plant net of accumulated depr and deferred tax (B)	1,591,398,586	
4. Tax Expense Factor(A)/(B)	8.18%	8.18%
5. Rate of Return (per FCC)	11.25%	11.25%
Total Carrying Charge rate 1+2+3+4+5 (D)	32.50%	32.50%
Unusable space factor		
Total Carrying Charge rate (D)	32.50%	
Net Cost of a bare pole (C)	616.18	
% of unusable space to total pole height (B)	64.00%	
FCC apportionment of 2/3 of unusable Space (A)	66.67%	
Unusable Space factor (A)*(B)*(C)*(D)	85.45	

Exhibit B
Pole Attachment Calculation
Page 4 of 4

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Formulas from FCC Telecommunications act of 1996 (amending section 224)
Using 2009 FERC form 1 Data:

Max rate = Unusable Space factor + Usable space factor

Usable Space Factor Calculation:

Space Occupied by attachment	1	
Total usable space	13.5	
Ratio Attachment Space to Usable Space (A)	7.41%	7.41%
Total usable space	13.5	
Pole height	37.5	
Ratio usable space to pole height (B)	36.00%	36.00%
Net Cost of a bare pole		
Account 364 "Gross pole investment"	\$312,336,124	
Less: Depreciation reserve account 364	<u>\$123,022,249</u>	
Net Book	\$189,313,875	
Less: Accumulated Deferred taxes Account 364	<u>\$36,587,531</u>	
Net Cost Account 364 aka Net Pole Investment	\$152,726,344	
Number of poles	<u>210,682</u>	
net cost of dressed pole	725	
Appearance reduction factor	0.85	
Net cost of a bare pole (C)	616.18	616.18
D. Carrying Charge Rate Calculations		
1. Depreciation Expense Factor		
Annual Depreciation rate account 364 (A)	2.17%	
Gross pole investment (B)	312,336,124	
Net Pole investment (C)	152,726,344	
Ratio (B)/(C)=(D)	2.05	
Depreciation Expense factor (D)*(A)	4.44%	4.44%
2. Administrative Expense Factor		
Total A&G Expense (A)	80,414,449	
Gross plant investment	2,615,977,285	
Accumulated Depreciation	821,271,488	
Accumulated Deferred Taxes	<u>203,307,211</u>	
Gross Plant less Accumulated Depreciation and deferred taxes (B)	1,591,398,586	
2. Administrative factor (A)/(B)	5.05%	5.05%
3. Maintenance Expense factor		
Account 593 Maintenance of Overhead lines (A)	12,903,562	
Account 364 Net investment	152,726,344	
Account 365 Net Investment	164,561,549	
Account 369 Net Investment	<u>42,836,446</u>	
Total Net Investment a/c's 364, 365, 369 (B)	360,124,339	
3. Maintenance Expense Factor (A)/(B)	3.58%	3.58%
4. Normalized Taxes as a percentage of Net Plant		
Account 408.1	52,945,568	
Account 409.1 Federal	32,381,056	
Account 409.1 Other	13,063,159	
Account 410.1	33,225,226	
Account 411.4	(1,454,691)	
Account 411.1	0	
Total Normalized Taxes (A)	<u>130,160,318</u>	
Gross Plant net of accumulated depr and deferred tax (B)	1,591,398,586	
4. Tax Expense Factor (A)/(B)	8.18%	8.18%
5. Rate of Return	11.25%	11.25%
Total Carrying Charge rate 1+2+3+4+5 (D)	32.50%	32.50%
Usable Factor Calculation		
Total Carrying Charges (D)	32.50%	
Net cost of a bare pole (C)	616.18	
Ratio usable space to pole height (B)	36.00%	
Ratio Attachment Space to Usable Space (A)	7.41%	
Usable Factor (A)*(B)*(C)*(D)	5.34	5.34
Summary		
Unusable Factor	85.45	
Usable Factor	5.34	
Maximum Rate per pole	90.79	
Maximum Rate per pole	90.79	
Attachers	2.00	
Cost per Attacher	45.40	

Exhibit C Duct Attachment Calculation

Formulas:

Max rate=% of conduit capacity occupied x net linear cost of conduit x carrying charge rate

Where:

1) % of Conduit capacity Occupied = (1/Number of inner ducts (Min 2)) x (1/number of ducts in conduit)

2) Net Linear Cost of conduit = (No. of ducts in conduit) x (net conduit investment/total conduit system duct length)

OR = Net conduit investment/Total length of conduit in system

where:

Net Conduit Investment= (gross conduit investment a/c 366) - (Accum Depreciation conduit 366 - Acct 108) - (Accum Deferred Taxes 366 - Acct 109)

3) Carrying charge Rate = Admin + maintenance + Depreciation + Taxes + Return

Where:

Administrative = Total A&G (ferc form 1 pg 323line 188 col b) / (Gross plant investment:p.200, col. b - Accum Depreciation: Acct 108 - Deferred taxes-Plant: Account 109)

Maintenance = Account 594 / (conduit investment 366,367,369 - Accum Depr 366,367,369 - Accu deferred income tax related to 366, 367, 369)

Depreciation = (Gross conduit investment 366/ Net conduit investment) x Depreciation rate for conduit

Taxes = accounts 408.1 + 409.1 + 411.4 + 411.17 / (Gross plant investment:p.200, col. b - Accum Depreciation: Acct 108 - Deferred taxes-Plant: Account 109)

Return = 11.25%

December 31, 2009 Data	Detail	
Inner Ducts		3
Number of Ducts in conduit		1
Total Length of conduit in system		5,830,400
Account 366 Gross investment		104,983,363
Account 367 Gross investment		234,243,924
Account 369 Gross investment		85,156,050
Account 366 Accum Depreciation		33,111,109
Account 367 Accum Depreciation		74,498,378
Account 369 Accum Depreciation		31,495,524
Account 366 Deferred Tax		10,163,588
Account 367 Deferred Tax		22,486,653
Account 369 Deferred Tax		6,974,251
Account 366 depr rate		1.94%
Depreciation		821,271,488
Administrative and General expense		80,414,449
Gross Plant Investment		2,615,977,285
Account 594 Maintenance of underground		1,119,410
Account 408.1		52,945,568
Account 409.1 Federal		32,381,056
Account 409.1 Other		13,063,159
Account 410.1		33,225,226
Account 411.1		0
Account 411.4		(1,454,691)
Administrative and General expense		80,414,449
Rate Of Return		0.1125
Accumulated Deferred Tax		(164,214,580)
Account 190		0
Account 281		0
Account 282		203,307,211
Account 283		370,863,505
Total Accumulated deferred income tax		418,956,156

Percentage of conduit Capacity Occupied

1/No. of inner ducts Min 2	0.33	
1/No. of ducts	1.00	33%

Net Linear Cost of Conduit

# of ducts in conduit	1	
Net Conduit Investment	61,718,888	
Total length of conduit in System	5,830,400	\$10.59

Net Conduit Investment:

Account 366 Gross investment	104,983,363	
Account 366 Accum Depreciation	33,111,109	
Account 366 Deferred Tax	10,163,588	
Net Conduit Investment:	61,718,888	61,718,888

Administrative Expense Factor

Total A&G Expense (A)	80,414,449	
Gross plant investment	2,615,977,285	a
Accumulated Depreciation	821,271,488	b
Accumulated Deferred Taxes	418,956,156	c
Gross Plant less Accum.Depr. and deferred taxes(B)	\$1,375,749,641	

Administrative factor (A)/(B)	5.845%	5.845%
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Maintenance Expense factor

Account 594 Maintenance of Underground conduit (A)	\$1,119,410	
Account 366 Net investment	\$61,718,888	
Account 367 Net Investment	\$137,268,893	
Account 369 Net Investment	\$46,886,275	
Net investment a/c's 366,367and 369 (B)	\$245,883,856	

Maintenance Expense Factor (A)/(B)	0.456%	0.456%
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Normalized Taxes as a percentage of Net Plant

Account 408.1	52,945,568	
Account 409.1	45,444,215	
Account 410.1	33,225,226	
Account 411.1	0	
Account 411.4	(1,454,691)	
Total Normalized Taxes(A)	\$130,160,318	
Gross Plant less Accum.Depr. and deferred taxes (B)	\$1,375,749,641	

Tax Expense Factor	9.481%	9.481%
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Depreciation expense factor

Annual Depreciation rate account 366	1.94%	
Gross investment (A)	104,983,363	
Net conduit investment(B)	61,718,888	
Ratio (A)/(B)	1.70099797	

Depreciation Expense factor	3.30%	3.30%
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Rate of Return		11.25%
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Total Carrying Charge Rate		30.31%
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Maximum rate per linear ft.		\$1.07
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RECEIVED

DEC 23 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

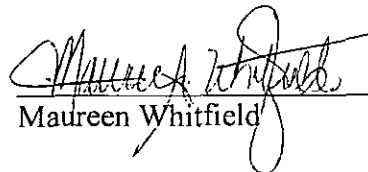
RECEIVED

DEC 23 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

AFFIDAVIT

I, Maureen Whitfield, Manager of Billing and Disbursements, being duly sworn (affirmed) according to law, depose and say that I am authorized to make this affidavit on behalf of Duquesne Light Company, being the holder of the office of Manager with that Company, and that the facts above set forth are true and correct to the best of my knowledge, information and belief, and the Company expects to be able to prove the same at any hearing hereof.



Maureen Whitfield

Sworn and subscribed before me this 22nd day of December, 2010.



My Commission Expires

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Karen L. Ramsey, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 14, 2012
Member, Pennsylvania Association of Notaries

UPS CampusShip: View/Print Label

1. **Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. **GETTING YOUR SHIPMENT TO UPS**

Customers without a Daily Pickup

Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.

Hand the package to any UPS driver in your area.

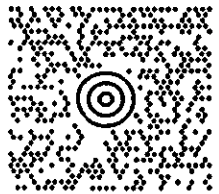



Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are also accepted at Drop Boxes.

To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

Customers with a Daily Pickup

Your driver will pickup your shipment(s) as usual.

FOLD HERE

GARY A. JACK 4123931541 DUQUESNE LIGHT 411 SEVENTH AVENUE, MAIL DROP PITTSBURGH PA 15219		2 LBS PAK	1 OF 1
SHIP TO: ROSEMARY CHIAVETTA, SECRETARY 000-000-0000 PA PUBLIC UTILITY COMMISSION 2ND FLOOR COMMONWEALTH KEYSTONE BUILDING 400 NORTH STREET HARRISBURG PA 17120			
	PA 171 9-20 		
UPS NEXT DAY AIR		1	
TRACKING #: 1Z 0X8 71V 01 9684 1734			
			
BILLING: P/P			
Cost Center: 492			
<small>CS 12.8.10. WXP/E70 09.0A V 10/2010</small>			