



**Duquesne Light**  
Our Energy...Your Power

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**Lesley C. Gannon, Esq.**

April 6, 2011

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Ms. Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

Re: Municipal Contract filed under Regulation 3.101  
Signal Attachment Agreement between Duquesne Light Company and Borough  
of West Mifflin relating to attachment of Borough traffic signal facilities to  
utility poles situate in the Borough of West Mifflin, Allegheny County

Dear Secretary Chiavetta:

In accordance with the Pennsylvania Public Utility Code and Commission Regulations, I have enclosed one copy of the executed Signal Attachment Agreement between Duquesne Light Company and Borough of West Mifflin, Allegheny County, Pennsylvania, in which Duquesne Light Company granted to the Borough of West Mifflin the right to attach traffic signal facilities to Duquesne Light Company utility poles in the Borough of West Mifflin, Allegheny County.

This Agreement was filed electronically on April 6, 2011 and the notice of successful transmission is enclosed herewith as the first page of the Agreement. Should you have any questions regarding the enclosed filing or Agreement, please feel free to call.

Sincerely,

Lesley C. Gannon, Esq.  
Legal Services

## SIGNAL ATTACHMENT AGREEMENT

THIS SIGNAL ATTACHMENT AGREEMENT (this "Agreement") is made this x 22 day of x March, 2011 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, Pennsylvania, 15219, (hereinafter called "**DLC**") and Borough of West Mifflin, Allegheny County, Pennsylvania, having an office located at \_\_\_\_\_ (hereinafter called "**Attaching Party**").

### WITNESSETH:

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

WHEREAS, Attaching Party is a local governmental authority or a division of a local governmental authority within the Commonwealth of Pennsylvania desiring to use traffic signals or other devices ("**Devices**") to facilitate traffic flow in certain areas of the Attaching Party's jurisdiction for safety purposes ("**Traffic Control**"); and

WHEREAS, DLC owns or controls poles, ducts, conduits, rights-of-way and other facilities located within the Commonwealth of Pennsylvania ("**Structures**") to which Devices, wires, cables and other Facilities, defined below, may be attached.

WHEREAS, Attaching Party has requested that DLC provide access to Structures; and

WHEREAS, the Attaching Party desires to attach to DLC Structures certain Devices, wires, cables and/or other facilities to conduct Traffic Control in and around the Attaching Party's jurisdiction ("**Facilities**"), as communicated in writing by the Attaching Party from time to time; 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 precedent 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, 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**"). 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, judicial or private authority for any reason of any required authorization for the construction, operation, and/or maintenance of the Facilities;
- e) Placing Facilities 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;
- f) Cancellation of insurance required by Article 20 of this Agreement; or
- g) 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, 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 as permitted by this contract 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 modifications and Make-Ready Work, defined in Section 11.2, 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 23, *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 DLC Structure for a Permitted Purposes, Attaching Party must complete each of the following steps in the Attachment Process: (1) execute and deliver to the Asset Administrator this Agreement; (2) submit a written Access Request in conformance with the Guidelines along with the Access Request Fee; (3) submit a Detailed Plan in conformance with the Guidelines; (4) receive from DLC a written Authorization to Attach; (5) receive notice of DLC's completion of field work associated with Design Implementation Work; (6) receive notice from DLC of successful completion of DLC Post Installation Inspection; and (7) receive from DLC a written Certification of Attachment. The approach for completing each task is described later in this Agreement and the attached Guidelines, and will vary depending on the type of attaching Structure.

**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 ("NESC"), on Structures unless otherwise approved in writing by DLC. In no event may Facilities be attached to Structures with transformers.

**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.**

**6.4.1** 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.

**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 Asset Administrator.** 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.

7.2.2 Prior to commencing work on a Structure, Attaching Party must submit a written request for access to a Structure to Asset Administrator ("**Access Request**") in conformance with the Access Request format outlined in the Guidelines accompanied by a one-time payment specified in Fee Schedule, attached hereto on Exhibit A ("**Access Request Fee**") to cover DLC's costs to process and evaluate the Access Request.

**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 a written Access Request from an attacher. 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, and enter into a Joint Use Agreement ("JUA") with DLC. If Attaching Party does not submit its Detailed Plan or enter into the JUA 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.

## **ARTICLE 8 PRIORITY OF USE**

8.1 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.** 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 modifications 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 required in the Guidelines. The Detailed Plan will not be reviewed by DLC unless DLC and Attaching Party have entered into a JUA and Attaching Party has paid the applicable Detailed Plan Fee, as described in Section 10.3. The Asset Administrator will conduct a preliminary review of the Detailed Plan for completeness and compliance with the JUA at the Attaching Party's expense.

### **10.2 Rejection of Detailed Plan.**

**10.2.1** Following the preliminary review, 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.

**10.2.2** 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.

**10.2.3** 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.** After completion of the preliminary review, 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 Work as outlined in the Detailed Plan. The authorization period may be extended with DLC's written approval. The Asset Administrator shall provide the Attaching Party with an invoice for DLC's costs and expenses incurred in connection with conducting the Preliminary and Post Route Review ("*Access Request Fee*"). The Attaching Party becomes liable for Attachment Fees, as defined in Section 19.3 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 DESIGN IMPLEMENTATION 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 Applicable Standards when attaching to the Structures.

**11.2 Make-Ready Work.** Make-Ready 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; and
- j) purchasing material.

**11.3 Modification Work.** Modification Work shall be the Work DLC may elect to perform or have performed that adds Capacity to a Structure while meeting Applicable Standards, including but not limited to:

- a) Replacing poles;
- b) Repositioning existing electrical and/or communication facilities;
- c) Modifying existing facilities; and
- d) Other construction necessary to accommodate the Attaching Party's proposed attachments that adds Capacity.

**11.4 Implementation Work.** Implementation Work shall be the Work performed to comply with Applicable Standards when attaching communication facilities to a pole, including but not limited to:

- a) Purchasing pole attachments;
- b) Providing DLC required notifications;
- c) Attaching brackets to poles;
- d) Stringing messenger;
- e) Attaching facility to pole; and
- f) Re-sagging messenger.

**11.5 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 Modification and/or Make-Ready Work for the addition of new facilities or the modification of existing facilities sought by another attacher.

**11.6 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.

**11.7 Third Party Facilities.** Under no circumstances is DLC obligated to perform Modifications and/or Make-Ready Work on any structures or facilities other than its own. If Modifications and/or 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 Modifications and/or Make-Ready Work.

**11.8 Delays.** DLC shall not be responsible for any delays in performing any Modification and/or 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.

**11.9 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.

**11.10 Completion Notification.** The Attaching Party will notify DLC within ten (10) days of completing the Implementation Work.

## **ARTICLE 12 SPECIAL CONSIDERATIONS FOR MODIFICATION WORK**

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

**12.2 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 Modification and/or Make-Ready Work for the addition of new facilities or the modification of existing facilities sought by another attacher.

**12.3 Ownership.** All Modifications to any Structure shall become the property of DLC.

## **ARTICLE 13 POST INSTALLATION INSPECTION**

**13.1 DLC Inspection.** A post-installation inspection will be performed by DLC or its authorized agent, at the Attaching Party's expense 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.

**13.2 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.

**13.3 Certification 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 formal, written Certification of Attachment.

**13.4 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 14 MAINTENANCE RESPONSIBILITY**

**14.1 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.

**14.2 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 facilities 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.

**14.3 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. 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.

**14.4 DLC Maintenance Fees.** Should DLC be required to perform any additional services outside the scope of this Agreement, including, by way of example and not limitation, troubleshooting Facility power connection problems or consulting with the Attaching Party regarding removal of or change in Facilities, the Attaching Party shall be solely responsible for all costs (labor and materials) required to perform such services. This provision shall not be interpreted to create a duty of maintenance or support upon DLC.

## **ARTICLE 15 QUALIFIED WORKERS**

**15.1** 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.

**15.2** 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 16 TRANSFERS**

**16.1 Facility Transfer to Replacement Structure.**

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

**16.1.2** 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.

**16.2 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.

**16.3 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.

**16.4 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 DLC or another attacher.

16.4.1 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.

16.4.2 Whenever DLC 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 DLC's Structures, DLC 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, DLC shall have the right, but not the duty, to perform such rearrangement or transfer; provided, however, that DLC shall not be liable for any loss or damage to the Attaching Party's Facilities or the system of which they 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 17 DAMAGE TO FACILITIES**

**17.1 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, cause to any Structure or any facilities located on a Structure and shall be responsible for the cost of repairing such damage. Attaching Party shall also be liable for any damage caused by the general public resulting from or reasonably believed to be resulting from or related to, in whole or in part, the unauthorized tampering with, or destruction or removal of the Facilities by any person or persons, whether attempted or successful.

## **ARTICLE 18 UNAUTHORIZED/EXTRAORDINARY ATTACHMENTS**

**18.1 Unauthorized Attachments.** If DLC determines that Attaching Party has attached facilities to any structure without written authorization, DLC shall notify Attaching Party and the Attaching Party shall promptly submit an Access Request for the unauthorized facilities 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 13.4), together with a penalty 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 penalty 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 penalty charge.

**18.2 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 13.4), 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 19 FEES**

**19.1 Administrative Fees.** "*Administrative Fees*" cover the cost of establishing records, databases and systems, the processing of written authorizations and similar administrative procedures to accommodate Attaching Party's request for attachment. Administrative Fees are payable with Attaching Party's initial Access Request, and for 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 initially submitted and is specified in Exhibit A attached to this Agreement.

**19.2 Access Request Fee.** The "*Access Request Fee*" covers the cost of reviewing Attaching Party's Detailed Plan pursuant to Article 10 and the Guidelines.

### **19.3 Attachment Fees.**

19.3.1 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*"). It is the duty of the Attaching Party to notify DLC of the removal of the Facilities. In no event shall the Attaching Party be entitled to a credit for or refund of any Attachment Fees paid for attachments for which Attaching Party did not provide DLC notice of removal.

19.3.2 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.

19.3.3 DLC may increase Attachment Fees annually upon giving written notice to the Attaching Party as provided in Section 21.1 of this Agreement.

19.3.4 Attaching Party shall pay the Attachment Fees annually as provided in Section 19.9 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.

**19.4 Local Governmental Authority Status.**

19.4.1 Attachment Fees are based upon the Attaching Party's status as a local governmental authority or a division of a local governmental authority.

19.4.2 The Attaching Party warrants and represents to DLC that it is performing Traffic Control within the police powers granted to it as a local governmental authority.

**19.5 Change of Status.**

19.5.1 Attaching Party shall notify DLC within 30 days of any change of governmental authority status.

19.5.2 Failure to provide this notice shall be an Event of Default under this Agreement and may result in termination at DLC's option.

**19.6 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.

**19.7 Adjustments.** DLC shall make any necessary adjustments to Attachment Fees and Other Costs, including any difference between the estimated Other Cost and actual Other Cost and invoice Attaching Party for any amounts due. In the event that other attachers bear part of the cost of any Modifications and/or 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.

**19.8 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.

**19.9 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.

**19.10 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.

**19.11 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.

**19.12 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 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 20 INSURANCE**

**20.1 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 \$500,000;
- (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.

**20.2 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.

**20.3 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.

**20.4 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.

**20.5 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 21  
NOTICES**

**21.1 Specified Address.** All notices required under this Agreement shall be given by registered mail to the parties at the addresses specified below or to such address as the parties hereto may from time to time specify in writing:

To the Attaching Party:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To DLC:

Asset Administrator  
Attn: Karen Kreutzer  
Duquesne Light Company  
411 Seventh Avenue  
Pittsburgh, PA 15219  
Telephone: (412) 393-1067  
Facsimile: (412) 393-5887

**ARTICLE 22  
INDEMNIFICATION**

**22.1** 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.

**22.2** 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 any act of the general public resulting from or reasonably believed to be resulting from or related to, in whole or in part, the unauthorized tampering with, or destruction or removal of the Facilities by any person or persons, whether attempted or successful, including, but not limited to: (i) the injury or death to any person; (ii) the damage to any property, lost profits, business interruption and all other forms of consequential damages, or any other losses or damages; (iii) any loss or infringement of copyright, libel, slander, invasion of privacy, or unauthorized use of information or materials; or (iv) the interruption of Services or the operations of any attaching party.

### **ARTICLE 23 INTERRUPTIONS, INTERFERENCE AND OPERABILITY**

**23.1** Throughout the term of this contract, when installing Facilities, Attaching Party's Facilities shall not conflict with the use of the Structure by DLC or by other attachers or interfere with any other facilities 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.

**23.2** 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.

**23.3** 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.

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

**ARTICLE 24**  
**ASSIGNMENT OF RIGHTS AND OTHER ARRANGEMENTS**

**24.1** 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.

**24.2** 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 25**  
**ABANDONMENT, SALES OR DISPOSITIONS**

**25.1** 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.

**25.2** 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 26**  
**PROPRIETARY INFORMATION**

**26.1** 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 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.

**26.2 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.

**26.3 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 27 MISCELLANEOUS**

**27.1 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.

**27.2 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 PaPUC.

**27.3 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.

**27.4 Arbitration.** Any dispute, controversy or claim arising out of or under the JUA or its performance shall first be negotiated by the parties. If an acceptable resolution does not result from negotiation, the parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association. If the parties are unable to resolve the dispute by mediation, the parties expressly agree that if the dispute is within the jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania, Arbitration Division (“Arbitration Division”) then the complaining party must file an action in the Arbitration Division and proceed pursuant to the Pennsylvania Rules of Civil Procedure and the Allegheny County local Rules of Civil Procedure for all litigation including appeals. If the dispute is not within the Jurisdiction of the Arbitration Division, then the complaining party(ies) shall submit the dispute to a non-binding Advisory Arbitration which shall be conducted in accordance with the procedural rules of the American Arbitration Association (“AAA”) applicable to commercial arbitrations, except that the Advisory Award made by the arbitrator(s) shall not be entered in any federal or state jurisdiction and is not in any way enforceable. If the parties are unable to resolve the dispute at the conclusion of the non-binding Advisory Arbitration, then the complaining party(ies) 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.

**27.5 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.

**27.6 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.* (*CERCLA*)] or under any other applicable law or listed by any governmental agency as a hazardous substance.

**27.7 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 JUA, including, but not limited to all requirements relating to the NESC and DLC Construction Standards.

**27.9 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.

**27.10 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.

**27.11 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.

**27.12 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.

**27.13 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.

**27.14 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.

**27.15 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.

**27.16 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.

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

**27.18 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.

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

James E. Nelson  
Title Secretary

By Maureen A. Whitfield  
MAUREEN A. WHITFIELD  
Title Manager, Billing & Disbursements

ATTEST:

Jeffrey T. Robert  
Title Borough Engineer

By Brian Kaufman  
BRIAN KAUFMAN  
Title Borough Manager

Exhibit A  
Fee Schedule

|                    |        |
|--------------------|--------|
| Administrative Fee | Waived |
| Access Request Fee | Waived |
| Attachment Fee     | Waived |

Addendum A

Joint Use Agreement Guidelines

## **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).** A spreadsheet containing a sequential listing 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, and contact information.
  - 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).** A spreadsheet containing a sequential listing of DLC manhole numbers that follow the order illustrated by a Route Map. The RLF also contains associated data such as DLC proposal number, duct map number, street, duct occupied, and contact information.
  - 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), Occupational Safety and Health Standards (OSHA), 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;
    - 3.5. 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;
    - 3.6. Capable of installing and maintaining facilities on wooden poles;
    - 3.7. Qualified to work in electric space, when required, as specified by OSHA, and using DLC approved Qualified Electrical Workers;
    - 3.8. 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;
    - 3.9. 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. All 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. Maps are provided for pole routes of 10 or more poles only.
  - 5.3. The AP designs the desired route.
  - 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 one detailed plan submittal per week and to a total of 200 poles per submittal.
  - 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. Poles will be denied access for non-compliance to NESC or DLC standards. If a large percentage of sampled profile designs are non-compliant, the entire proposal will be denied.
  - 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 temporary authorization issued by DLC 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 reported to DLC. DLC will allow the performance of major make-ready work with the following provisions:
    - 5.13.1. DLC requires first preference to bid for all Major Make-ready work. If the DLC bid is equal to or more favorable than outside bids then DLC requires that the 3rd Party use DLC services.
    - 5.13.2. If contractors are used to do Major Make-ready work:
      - 5.13.2.1. Contractors must be DLC approved qualified electrical workers;
      - 5.13.2.2. A DLC representative must be present to oversee all Major Make-ready work;
      - 5.13.2.3. 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. All 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. Measurement of each pole's height and ground line circumference must be taken and documented in the Profile sheet.
  - 7.3. 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.
  - 7.4. At least two digital photographs clearly illustrating any communication space pole attachments must be taken.
  - 7.5. In order to attach communications cables to DLC poles, the AP must define the following information on the Profile sheet:
    - 7.5.1. The elevation, and owner of all communication space facilities, and elevation of all electric space attachments not including service drops;
    - 7.5.2. The attachment elevation, angular position (plan view), and termination location of all communications anchors and guys, if guying is required.
  - 7.6. The AP shall assure that the proposed mid-span clearances are within 75% of the pole spacing and that the existing communication cable sags are in compliance with this Guideline's requirements. 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. Non-compliances must be documented using digital photographs.

- 7.7. 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.
  - 7.7.1. **Elevation** (communication facility and Secondary electric space facilities): Measurements taken using a device capable of identifying the attachment height above ground within +1 or –1 inch for all facilities.
  - 7.7.2. **Elevation** (Primary electric space facilities): Measurements taken using a device capable of identifying the attachment height above ground within +3 or –3 inches for all facilities above.
  - 7.7.3. **Angular Position**: Measurements that locate angular position of wires, cables and messengers must be taken with a device capable of determining position within +2.5 or –2.5 degrees from an identified reference in the horizontal and vertical plane.
  - 7.7.4. **Ground-line circumference**: Measurement within plus or minus 1/2 inch.
  - 7.7.5. **Digital Photographs**: Digital photographs required must clearly identify the specific pole identification number in the file name.

**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. The standard distance between two communications attachments at the pole shall be 12 inches, and will be enforced as the standard in all cases where space is available or other communications cables can be moved to create the space.
- 8.5. In special cases where the only other solution is to replace the pole, DLC may allow the AP to attach with a space of 10 inches between communications attachments.
- 8.6. The AP may attach with a distance of no less than 9 inches between their communications cable and an adjacent 3<sup>rd</sup> Party cable, if and only if they acquire written permission from the other 3<sup>rd</sup> Party and supply that documentation to DLC.
- 8.7. Midspan clearances must follow NESC and DLC standards.
- 8.8. 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.
- 8.9. 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.
- 8.10. Clearances to streetlights above or below communications space facilities or electrical space facilities shall follow NESC and DLC construction standards.
- 8.11. 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.
- 8.12. A compliant design must consider the following clearance constraints:
  - 8.11.1. Compliant designs must maximize the use of communication space.
  - 8.11.2. Complaint designs must maximize the use of communication space before recommending any changes to electric space;
  - 8.11.3. Any requested attachment movement must be greater than four inches vertically along the pole;
  - 8.11.4. The AP must comply with minimum or standard clearances;
  - 8.11.5. Streetlights are not effectively grounded;
  - 8.11.6. 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 (they must use table 261-1A for Strength Factors and Table 253-1 for loads) and DLC 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 limits. Structural analysis may also be used to validate pole stress limits when physical constraints prevent 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 will review all structural analysis provided by the AP, but the DLC structural analysis will take precedence over the AP's structural analysis. All calculations and computations related to the AP's structural analysis must be submitted for review by DLC. When performed, a stress analysis must meet the following requirements:
- 9.1. A Structural Analysis must support recommended pole replacements unless a pole replacement is recommended based on a lack of vertical space.
  - 9.2. All structural designs shall meet NESC and DLC Construction Standards and State and Local codes.
  - 9.3. The Structural Analysis shall be developed using industry proven analytical methods for stress analysis and pole design, the requirements of NESC Sections 24, 25 and 26, and include the following design considerations:
    - 9.3.1. All electric and communication cables, messengers, etc. shall be considered Grade C construction unless Grade B construction is required by NESC.
    - 9.3.2. All service drops shall be Grade N construction unless a higher grade is required by NESC. Service drops shall be modeled as slacked cables unless found to have tension in the field.
    - 9.3.3. The total ground-line moment on a pole due to all attached facilities including but not limited to cables, taps, services and equipment, shall be calculated and compared using: (1) the allowable ground-line capacity of the pole (8,000 psi for yellow pine), (2) actual measured ground-line circumference and (3) field measured weight and wind spans.
    - 9.3.4. DLC Construction Standards shall be used to determine tension on DLC owned cable and messengers unless field observations indicate that the cable is improperly sagged. Common DLC cable and conductor sizes are shown in the attached DLC Construction Standards.
    - 9.3.5. Maximum tension values for cable TV and other telecommunication APs shall be based on 25% of the messenger breaking strength (measured in pounds) unless field observations indicate that the cable is improperly sagged.
    - 9.3.6. Guy and anchor loads must be calculated using actual lengths measured in the field on all wooden poles.
    - 9.3.7. Wind loads on each pole shall be considered in the design evaluation. Documentation is available that shows the approximate wind loading areas and component weights applicable for many wooden poles. Transformers and regulators may be characterized as small, medium or large as reflected in the attachment.
  - 9.4. Existing guys and anchors cannot be used to offset added stresses.
  - 9.5. Where a push brace is encountered, the brace will be analyzed according to its capacity as shown in DLC Construction Standard OH-9-19. No guying/tension capability will be considered in the analysis.
  - 9.6. The structural analysis shall verify that the pole and existing attached facilities will withstand any added stresses caused by installation practices without damage.
  - 9.7. If the pole stress analysis exceeds 100% of the allowable stress the analysis must be reviewed and if appropriate reanalyzed prior to recommending pole replacement. The revised analysis should consider:
    - 9.7.1. More precise guy and anchor modeling;
    - 9.7.2. Communication cable tensions developed from field measured sag (It is appropriate to continue to use DLC Construction Standards for DLC owned facilities);
    - 9.7.3. Improving other assumptions (reducing conservatism) made that impact the representation of actual pole conditions.
  - 9.8. If sufficient structural capacity is not available and a compliant alternative design cannot be developed, then (1) installation of a stronger pole can be considered using standard DLC poles listed in OH-3-10 or (2) an alternate route can be selected. The availability of space for attaching anchors and guys must be considered when assessing the opportunity to reduce stresses.
  - 9.9. When the analysis determines that the pole is structurally overloaded due to the existing attached

facilities, the loads on a pole shall be broken down into incremental moment contributions such that the facilities causing the overload can be determined.

- 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 the required information, as stated in this Guideline, for each pole. Where applicable, the required attachments to this Guideline shall be completed and submitted as part of the plan. Failure to provide all the requested information may result in rejection of the plan. DLC review of any data submitted by the AP does not sanction the engineering design or suitability of the Detailed Plan 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, and poles which the AP has changed the elevation of the messenger;
    - 10.1.2. Revised and corrected PAL or RLF and Route Map;
    - 10.1.3. Properly labeled digital photographs (pole attachments);
    - 10.1.4. Summary of any observed non-compliance conditions with digital photographs;
    - 10.1.5. Description of any Equipment proposed to be installed;
    - 10.1.6. Schedule for completing work that defines start and completion dates for proposed Work;
    - 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 stress analysis summary report must be developed conveying the key information associated with the compliant design. The summary analysis must comply to DLC Standards.
  - 10.3. Provide a list of any circuits or wires that the AP intends to move energized.
  - 10.4. 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.
  - 10.5. Proposed Implementation Construction wire-stringing procedure must be provided for DLC's review and approval. The procedure description must include the initial tension limits, final sag requirements and final cable and messenger tensions.
- 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).
  - 11.2.3.3.4. 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 who will be submitting the 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:
    - 11.3.3.1. Elects to move forward with DLC quotes for one or more poles;
    - 11.3.3.2. In compliance to the following provision, elects to utilize its own DLC approved contractor to do the work with DLC Supervision.
      - 11.3.3.2.1. If the DLC bid is equal to or more favorable than outside bids, then Dico requires that the 3rd Party use DLC services;
    - 11.3.3.3. Decides to review the route 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. If the AP elects to have a contractor do Major MR work, the contractor 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
    - 11.3.1.2 Sectionalizers
    - 11.3.1.3 Regulators
    - 11.3.1.4 Capacitors
    - 11.3.1.5 Pole-Top Switches
    - 11.3.1.6 Step-down Transformers
    - 11.3.1.7 Reclosers
    - 11.3.1.8 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. Offset brackets should only be used to provide the required horizontal clearance to buildings, signs, trees, and similar facilities or to reduce the change in direction of the communication cable. Offset brackets cannot be used to avoid vertical clearances.
- 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 must 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 Primary cable requires 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
    - 11.16.4. 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), 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 or cable splicers ;
  - 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 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. The Implementation Construction includes all activities required to safely install cable and the specific requirements outlined in this Addendum to the Guidelines.
- 12.19. 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.
- 12.20. The cost and obtaining of any permits, to include such requirements as providing police to supervise traffic, is the responsibility of the AP.
- 12.21. All AP contractors working in DLC's Underground Conduit System must be DLC approved qualified electrical workers.
- 12.22. 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.
- 12.23. 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.
- 12.24. The AP is responsible for securing all private access agreements as may be required.
- 12.25. 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.
- 12.26. 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.
- 12.27. 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.
- 12.28. The AP may not install inner-ducts or in any way reserve capacity within the DLC Underground Conduit System.
  - 12.29. The AP may not move any DLC facilities to permit installation of AP Facilities without pre-approval from DLC.
  - 12.30. 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.
  - 12.31. 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.
  - 12.32. 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.
  - 12.33. 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.
  - 12.34. DLC has no obligation to maintain this structure other than the maintenance required to assure the reliability of its facilities.
  - 12.35. The AP may not perform any work on the DLC Duct Line without prior DLC approval.
  - 12.36. The AP is not permitted to store any excess cable at the ends of the DLC Duct Line.
  - 12.37. No electric outages will be provided for the installation or maintenance of underground cable.
  - 12.38. No electrically conductive material is permitted inside the DLC Duct Line for any purpose including rodding or pulling of cable.
  - 12.39. DLC will not pull communications cables for the AP.
  - 12.40. After, the earlier of either a period of 60 days, or when the 3rd Party announces to DLC that they have completed installation, the AP will not be allowed access into the manhole for repairs unless the manhole is re-inspected and all safety hazards corrected by DLC.
  - 12.41. DLC will charge the 3<sup>rd</sup> 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.
- 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 over lash 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 over lash.
- 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 power ground wire installed down the pole and connected to a ground rod, the AP may, in a workman-like manner, remove the covering molding, connect its bond wire to the ground wire and replace the molding;
  - 13.7.2. Where there is no down ground wire and the AP has a need for a ground, the AP may bond the needed ground wires to the system multi-ground common neutral (MGCN) wire. The ground wire location must be documented and submitted to DLC for documentation purposes;
  - 13.7.3. For power supply units installed on utility poles, the DLC ground wire and ground rod may not be used in lieu of the power supply unit's ground wire and ground rod.
- 13.8. All guying must be installed prior to the installation of the communication Facilities. The AP may not

- attach to existing DLC anchors. 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.
- 13.9. Installation of an additional anchor rod must be at least four feet from an existing anchor (reference DLC Construction Standard OH-09-04).
  - 13.10. 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.
  - 13.11. When guys are added, and the guy crosses other facilities between poles, insulated abrasion protection must be installed and NESC clearances maintained.
  - 13.12. Added guy and anchor wires must be bonded to an effectively grounded communication cable, suspension strand, or the pole ground wire unless an NESC permitted alternative is implemented.
  - 13.13. 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.
  - 13.14. The following rules and requirements apply to pre-attachment to DLC poles requiring Major make-ready work:
    - 13.14.1. Pre-attachment will NOT be allowed on any pole planned or scheduled for replacement.
    - 13.14.2. Pre-attachment will 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 approved by DLC.
    - 13.14.3. All Pre-attachments will require the approval of DLC.
    - 13.14.4. Pre-attachments will be allowed in communications space only.
    - 13.14.5. The AP will be required to get written permission from other APs, when temporarily attaching communications cables which will be closer than the required 12 inches from the other APs communications cables, and to send a copy of the paperwork to DLC.
    - 13.14.6. All pre-attachments, if requiring arms or other non-standard DLC practices must be corrected within 30 days of completion of major-make ready work on those poles.
  - 13.15. DLC will charge the 3<sup>rd</sup> Party for clearing lines and restoring trips at the substations.