

September 14, 2020

**VIA EMAIL**

Honorable Darlene D. Heep, ALJ  
Pennsylvania Public Utility Commission  
Suite 4063  
801 Market Street  
Philadelphia, PA 19107

**RE: Douglas Randall v. PECO Energy Company  
Docket No. C-2020-3019786**

Dear Judge Heep:

Per your request, enclosed please find the following documents regarding the above-referenced matter:

- Sunesys, Inc. Pole Attachment Agreement;
- Verizon Pennsylvania Inc., Pole Attachment Agreement;
- Comcast Cable Communications Master Pole Attachment Agreement; and
- Affidavit, Richard Keshgegian

Please call my direct dial number if you have any questions regarding this case.

Very truly yours,



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Angela Lorenz, Esq

AL/ab  
Enclosure

Form: Pole Attachment Agreement – last revised 2/17/99  
Date:

### POLE ATTACHMENT AGREEMENT

THIS POLE ATTACHMENT AGREEMENT (this "Agreement") made as of this 13<sup>th</sup> day of July, 2000, by and between PECO Energy Company, a Pennsylvania corporation, having its principal office at 2301 Market Street, Philadelphia, Pennsylvania 19103 ("PECO Energy"), and SUNESYS, Inc., having its principal office at P.O. Box 1776, Horsham, Pennsylvania 19044 ("Attacher").

#### BACKGROUND

- A. Attacher desires to attach cables, wires and associated appurtenances ("Attachments") to certain PECO Energy poles.
- B. PECO Energy is willing, to permit Attacher to make such Attachments to its poles to the extent it may lawfully do so, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, and intending to be legally bound, the parties hereto agree as follows:

1. License. PECO Energy grants to attacher a revocable, non-exclusive license to make attachments to PECO Energy poles, subject to the approval of an application and the issuance of a permit ("Permit") in accordance with the terms of this Agreement. PECO Energy reserves the right to terminate this agreement and any Permit in whole or part when, in PECO Energy's judgement, such action is necessary to protect PECO Energy's interests.

2. Application Approval Procedure.

- (a) For each Attachment desired in each municipality, Attacher shall submit an application in the form set forth in Exhibit A attached hereto or as may be subsequently amended. Such application shall be accompanied by a non-refundable application fee as specified on the application. As part of each application, Attacher shall submit, in quantity of copies required by PECO Energy, a detailed drawing showing the proposed location and manner of each Attachment included in the application. At the request of Attacher, PECO Energy will prepare said drawing at Attacher's expense.

- (b) In addition to the aforementioned application fee, Attacher shall reimburse PECO Energy for all costs incurred by PECO Energy in processing the application, including, but not limited to, survey and engineering studies, costs in determining the availability and suitability of the pole space, whether or not the application is approved. Together with the application fee, Attacher shall pay PECO Energy a minimum of

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\$1,000.00 advance deposit to cover estimated cost of review. If the deposit exceeds the cost of review, the excess may be applied to the cost of make-ready work or will be refunded if no make-ready work is required.

c) If facilities of PECO Energy or others must be rearranged or relocated, or other work done, to make ready for the requested Attachment, Attacher shall be responsible for the cost of such make-ready work. Prior to the start of make-ready work, PECO Energy may require Attacher to pay the costs of such work. Attacher shall send notice to, and obtain any required consents from, other attachers or occupiers of the poles regarding rearrangement of their facilities.

(d) After completion of its review of the application, PECO Energy shall notify Attacher whether the application has been approved or denied. Upon approval of the application, payment of required deposits, and completion of any necessary make-ready work, PECO Energy shall issue a Permit substantially in the form attached hereto as Exhibit B. PECO Energy may include in the Permit such conditions as it deems appropriate.

(e) The Permit when issued shall be accompanied by a bill for rental for each pole to which an Attachment is authorized at the rate specified in Exhibit C attached hereto, pro-rated for the fraction of the year between the date of issuance of the Permit and the date of the next regular semi-annual billing specified in Section 10 hereof. If the costs incurred by PECO Energy in application review and make-ready work are greater than the amounts deposited by Attacher to cover those costs, PECO Energy shall bill for the excess costs.

(f) PECO Energy, or at PECO Energy's discretion, PECO Energy's approved contractor, will install Attachments for Attacher at Attacher's cost on facilities or property of PECO Energy, in accordance with and subject to the provisions of this Agreement and the Permit. PECO Energy may, at its discretion, allow Attacher to install Attachments. The Permit shall terminate if approved Attachments are not made within ninety (90) days from the date of approval of the Permit, unless a written waiver of this provision is granted by PECO Energy or unless such delay is caused by PECO Energy. In the event of such termination, PECO Energy shall have the right to retain any fees or charges paid to PECO Energy on account of such Permit.

3. Construction Specifications. When Attacher is approved to perform work, Attacher shall install, construct, maintain, and remove in accordance with the regulations and specifications of the National Electric Safety Code, latest Edition, or any amendments or revisions thereof, in compliance with any applicable rules, regulations or orders now in effect or hereafter issued by any Federal or state commission or any other public authority having jurisdiction, and in conformity with the requirements of PECO Energy. Such requirements may include but not be limited to approval by PECO Energy of contractors, methods, and hardware to be used by Attacher and establishment by PECO Energy of procedures to be followed by employees and contractors of Attacher when working on PECO Energy property. Attacher shall place

identifying markers on its Attachments at each pole in a manner acceptable to PECO Energy.

4. Inspections. PECO Energy reserves the right to make periodic inspections and surveys of any part of Attacher's installations. PECO Energy will attempt to give Attacher reasonable notice of such inspections and surveys, except in those instances where, in the sole judgment of PECO Energy, safety considerations justify the need for such an inspection or survey without notice. Except in the case of an emergency, a representative of Attacher may accompany a PECO Energy's representative on inspections. Attacher shall reimburse PECO Energy for its pro-rata share of all expenses of such inspections and surveys. PECO Energy's right to make periodic inspections and surveys shall not relieve Attacher of any responsibility, obligation or liability assumed under this Agreement.

5. Franchise and Other Requirements. Attacher shall at all times have in effect all required franchises, licenses, approvals and consents from Federal, state and municipal authorities necessary to construct and operate its system. Attacher shall have the obligation to obtain any required additional rights-of-way or consents for the Attachments from property owners other than PECO Energy.

6. Relocations. Within ten (10) days after notice from PECO Energy, Attacher, at its expense, shall relocate, replace or renew any of the Attachments, or perform any other work in connection with the Attachments that may be directed by PECO Energy that may be required in the maintenance, replacement, removal or relocation of any facilities or equipment of PECO Energy or for the service needs of PECO Energy. PECO Energy reserves the right to perform such relocations or other work and Attacher shall reimburse PECO Energy for the cost thereof. Nothing in this Article shall relieve Attacher of the responsibility to promptly to repair, service and maintain its own facilities.

7. Damage. Attacher shall immediately report to PECO Energy or the applicable owner any damage to PECO Energy facilities or to the facilities of others using PECO Energy's poles arising out of the operations of Attacher. At option of PECO Energy or the applicable facility owner, Attacher shall at its cost, repair such damage forthwith, or reimburse such owner the cost of such repairs.

8. Limitation of Liability. PECO Energy shall not be liable to Attacher for any loss or damage to the Attachments, including without limitation the loss of or interference with service of the system, arising in any manner out of PECO Energy's operations or its performance of make-ready work. In no event shall PECO Energy be liable to Attacher for any punitive, indirect or consequential damages arising out of this Agreement, including without limitation, damages for lost profits.

9. Termination.

(a) Upon ten (10) days' advance written notice to PECO Energy, Attacher may remove its attachments in accordance with the procedures established by PECO Energy, provided, however, that if PECO Energy advises Attacher that such removal will interfere with PECO Energy's operations, Attacher shall delay such removal until such time as is approved by PECO Energy. Such delay will have no effect on the validity of the Permit, or upon the rental charges computed hereunder.

(b) Attacher may terminate this Agreement or a Permit in whole or in part upon thirty (30) days' written notice to PECO Energy using the appropriate form specified in Exhibit D. No refund of any rental will be due on account of such surrender.

(c) Upon termination of this Agreement or the termination of any Approval granted hereunder, Attacher shall immediately begin to remove the Attachments at its own costs, from all poles of PECO Energy affected by such termination. If not so removed within thirty (30) days, PECO Energy shall have the right to remove them at the cost of Attacher and without any liability therefor.

#### 10. Attachment Fees.

(a) Attacher shall pay PECO Energy an annual fee in the amount set forth in Exhibit C for each pole attachment made pursuant to this Agreement. Such fees shall be due and payable, without setoff, annually [optional: semi-annually] in advance of the first day of February [optional: and the first day of August]. Annual [optional: Semi-annual] rental payments shall be based upon the number of such pole attachments, for which Permits are in effect as of the first day of the month preceding the day on which such rental is payable.

(b) Attacher shall reimburse PECO Energy for any taxes, fees or other charges which PECO Energy is required or obligated to pay by reason of the Attachments.

(c) PECO Energy may at its option adjust the fees specified in Exhibit C. PECO Energy shall give written notice of such adjustment in the form of a revised Exhibit C to Attacher not less than sixty (60) days prior to any day on which semi-annual rental payments are due. References herein to Exhibit C shall be understood to refer to the latest revision thereof.

#### 11. Billing and Default.

(a) Except as otherwise herein specifically provided, all amounts due PECO Energy under this Agreement shall be paid by Attacher within thirty (30) days after billing date. Attacher shall be considered in default if any amount is not paid to PECO Energy by the due date. In the event of default, PECO Energy shall assess a monthly one (1) percent finance charge to the outstanding balance, and PECO Energy may at its sole discretion terminate this Agreement with thirty (30) days written notice.

(b) If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees, costs of suit and discovery costs, including costs of appeals.

12. Unauthorized Occupancy.

(a) If Attacher should occupy any pole of PECO Energy without having first obtained a Permit in accordance with this Agreement, PECO Energy shall have the right, upon thirty (30) days' notice to Attacher to terminate this Agreement in its entirety. Prior to the effective termination date, Attacher shall remove all of its equipment, including but not limited to all Permitted Attachments, at the sole cost of Attacher. Upon the failure of Attacher to so remove said equipment, PECO Energy shall have the right to remove such equipment at Attacher's cost and expense.

(b) In addition, PECO Energy in its sole discretion shall have the right upon written notice to Attacher to impose a back rental charge on all unauthorized Attachments. The back rental charge for each unauthorized attachment shall be the product of the appropriate annual rental rate specified in the latest revision of Exhibit C, multiplied by the period of time beginning on the date of this Agreement and ending on the date when all such unauthorized attachments are removed.

13. Indemnification. Attacher shall indemnify, hold harmless and, at PECO Energy's option, defend, PECO Energy, its officers, agents and employees from and against any loss, damage, liability or cost (including without limitation reasonable attorneys' fees) for the following: (i) damage to property and injuries including death to all persons, including but not limited to employees of PECO Energy and employees of Attacher, which may arise out of, result from or in any manner be caused by or related to the erection, installation, maintenance, presence, use or removal of the Attachments upon or from PECO Energy's poles, whether or not caused by PECO Energy's negligence, including without limitation PECO Energy's contributory negligence, concurring negligence, active negligence and passive negligence; (ii) loss or infringement of copyright, libel, slander, or unauthorized use of information arising out of, resulting from or in any manner caused by or related to the operation or use of Attacher's system; (iii) Attacher's failure to secure required franchises, licenses, approvals and consents from Federal, state and municipal authorities and any necessary rights-of-way from owners of property; or (iv) infringement of patents with respect to the manufacture, use and operation of Attacher's equipment in combination with PECO Energy's equipment or otherwise. This paragraph shall survive termination of this Agreement.

14. Insurance. Attacher shall, when submitting an application hereunder, and annually thereafter, furnish to PECO Energy evidence satisfactory to PECO Energy of the following insurance in a form and by an insurance carrier acceptable to PECO Energy with not less than the limits stated, such insurance to be kept in force throughout the term of this Agreement:

Workers' Compensation in the statutory amount and Employer's Liability Insurance with limits of not less than \$1,000,000; Comprehensive General Liability Policy providing personal injury/bodily injury and property damage with a combined single limit of not less than \$4,000,000 per occurrence. This insurance should include broad form contractual liability, completed operations, independent contractors and vehicle liability and name PECO Energy as additional insured. Coverage shall also be primary to any other insurance carried by PECO Energy.

15. Bonding. At PECO Energy's request, Attacher shall furnish a surety bond in the amount of Attacher's annual attachment fees or \$10,000, whichever is greater, guaranteeing the payment of any fees due under this Agreement or charges for work performed by PECO Energy hereunder.

16. Cost. Throughout this Agreement, "cost" shall be understood to comprise both direct and indirect costs, plus applicable overheads.

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

18. Non-Exclusivity. Except as explicitly provided in a Permit, nothing contained herein shall be construed as affecting the rights or privileges previously or hereafter conferred by PECO Energy by contract or otherwise upon others not parties to this Agreement to use any poles covered by such Permits.

19. Additional Conditions. Nothing contained herein or in any Permit shall be construed to compel PECO Energy to acquire, construct, retain or maintain any pole or other facilities in any manner not required by its own service requirements. Permits issued hereunder shall be valid only for Attachment of PECO Energy approved cables and associated appurtenances to be operated by Attacher.

20. Notices. Any notice under this Agreement shall be in writing and sent certified mail, return receipt requested, postage prepaid, or by commercial overnight courier, to PECO Energy or to Attacher, as appropriate, at their respective addresses appearing in the first paragraph of this Agreement.

21. Force Majeure. Either party hereto shall be excused from performance hereunder, other than the obligation to make payments of amounts already due, and shall not be liable for damages or otherwise if, to the extent that the party is unable to perform by any act, event, cause or condition that is beyond the party's reasonable control, and that by the exercise of reasonable diligence the party is unable to overcome or prevent, including but not limited to the following: accidents, strikes, lockouts, fire, floods, acts of civil or military authorities, theft, vandalism, misuse or insurrection. The party failing to fulfill its obligations shall immediately notify the other

party indicating the cause and expected duration of such failure. In the event the Force Majeure event continues for thirty (30) days beyond the required time of performance, the affected party may, at its option, terminate this Agreement upon notice to the other party.

22. Severability. If any of the provisions of the Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provisions or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

23. Assignment. Neither this Agreement nor any interest herein, nor any Permit granted hereunder, shall be assigned, sublet or transferred by Attacher without the prior written authorization of PECO Energy.

24. Governing Law. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania. All legal actions instituted by attached under this Agreement must be filed in Philadelphia, Pennsylvania.

25. Entire Agreement. This Agreement, and the documents referred to therein, contain the entire agreement and understanding between PECO Energy and Attacher as to the subject matter of the Agreement, and merges and supersedes all prior agreements, commitments, representations, and discussions between PECO Energy and the Attacher pertaining to this Agreement. No modification or amendment of this Agreement will be binding unless agreed to in writing by the parties.

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

PECO ENERGY COMPANY

BY:   
\_\_\_\_\_  
Manager, Real Estate & Facilities

BLAIR PARK SERVICES

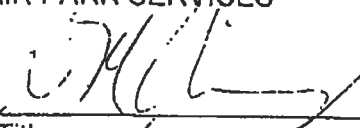
BY:   
\_\_\_\_\_  
Title: *CF-TRM*

EXHIBIT A  
APPLICATION

## APPLICATION FOR JOINT USE OF PECO ENERGY FACILITIES

DATE OF APPLICATION: \_\_\_\_\_

DO YOU HAVE A SIGNED JOINT USE AGREEMENT ON FILE WITH PECO ENERGY? Y/N

NAME OF COMPANY OR INDIVIDUAL

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_ PHONE ( ) \_\_\_\_\_

MUNICIPALITY: \_\_\_\_\_

( A permit application is required for each municipality where the facilities are located)

FACILITIES: ( ) Pole Attachments Number of poles \_\_\_\_\_

( ) Duct approximate number of feet \_\_\_\_\_

PURPOSE: Voice \_\_\_\_\_ Audio/Video \_\_\_\_\_  
Data \_\_\_\_\_ Other \_\_\_\_\_ (specify) \_\_\_\_\_

APPLICATION FEE ENCLOSED: \$ \_\_\_\_\_ (See Rate Schedule Below)

1 - 5 Poles	\$ 50.00 Fee
6 - 10 Poles	\$100.00 Fee
11 or more Poles	\$250.00 Fee
ALL DUCT REQUESTS	\$250.00 Fee

NOTE: DEPOSIT REQUIRED - \$1,000.00 (to be applied to costs of survey and/or make-ready work)

POLE RENTAL BILLING ADDRESS ( IF DIFFERENT FROM ABOVE)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

### Instructions For Application

- (A) Read and complete the entire Application and sign in the appropriate places.
- (B) Enclose a list of the poles or duct locations (or both) along with a check for the required Application and Deposit Fees as indicated above to:

PECO ENERGY COMPANY  
Attn.: M. A. Williams, Manager  
Real Estate & Facilities, N3-3  
2301 Market St.  
Philadelphia, PA 19103

**GENERAL INFORMATION  
Concerning The  
Application Process**

- (1) Upon receipt of this application, the request will be forwarded to the appropriate location for an ENGINEERING and SURVEY review.
- (2) You will be supplied with a cost for our ENGINEERING and SURVEY to review the request. This cost will vary with the complexity of the request. You will be required to pay this cost whether or not you elect to proceed with the request.
- (3) If PECO facilities need to be relocated to accommodate your request, you will be supplied with a cost for MAKE READY, which you will be required to pay if you elect to continue with the request.
- (4) The invoices for the cost of ENGINEERING and SURVEY will be due and payable upon receipt. Invoices outstanding for more than 30 days will be declared delinquent and no additional applications will be accepted until the invoice is paid in full. Advance deposits will be credited to cost of engineering/survey with excess, if any, applied to make-ready work, if applicable.
- (5) After receiving the invoice for the cost of the MAKE READY, you will have the option to accept the costs and authorize PECO to proceed with the application OR reject the costs and cancel the application.
- (6) Should you decide to amend your application for reasons not resulting from PECO's field survey, your application will be canceled and you must resubmit for joint use of PECO's facilities.
- (7) If you accept the cost and authorize PECO to proceed with the application, we will release the Make Ready work to our construction work management upon receipt of the payment. Payment must be received within 60 days of the date of the invoice. After that time, the application will be canceled and if you want to continue with the application at a later date, a new application will be required.
- (8) Upon receipt of the payment authorizing PECO to proceed, PECO will prepare and mail our standard "Pole Attachment Agreement", in duplicate. You must sign both copies in the proper location, and return both copies to this office.
- (9) PECO will complete any required make ready work and return one fully executed copy of the "Pole Attachment Agreement" to you for your records. At this time, PECO will issue a permit, which will permit you to begin work. The permit must be available on site for inspection during construction.
- (10) It is understood that the applicant CANNOT attach to any PECO poles or utilize any PECO duct until a permit is issued.
- (11) Applicant will identify their cable on every pole with a PECO approved cable tag.
- (12) This application will remain in effect for sixty (60) days.

*Applicant hereby acknowledges to have read and understood this application, agrees to comply with the application procedures described above and to pay in full the Engineering and Survey fees and understands the initial application fee is non-refundable.*

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Applicant's Signature

Title: \_\_\_\_\_

EXHIBIT B

PERMIT

**PERMIT**

**FOR JOINT USE OF  
PECO ENERGY FACILITIES**

**PERMIT NO.**

Control Number:  
W.O. #

In accordance with the "Application for Joint Use of PECO Energy Facilities" dated \_\_\_\_\_, a permit to attach to facilities as outlined in the application for \_\_\_\_\_ Twp., \_\_\_\_\_ County, Pa., on \_\_\_\_\_ Road, is hereby granted for the following facilities:

\_\_\_\_\_ PECO owned poles

**PECO ENERGY COMPANY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

This permit is void if not exercised within ninety (90) days from the date granted.

**THIS PERMIT MUST BE AVAILABLE ON SITE FOR INSPECTION DURING CONSTRUCTION.**

EXHIBIT C

ATTACHMENT FEES

Rental Rates

\$47.25 annual per pole attachment other than CATV

\$ 9.21 annual per pole attachment for CATV

If facilities are overlashed over CATV facilities, the non-CATV rate shall be charged. All overlashed carriers will be considered an additional attacher for purposes of allocating costs of usable and unusable space.

NOTE: Rental rates are subject to change at any time upon notice not less than 60 days prior to any rental due date.

EXHIBIT D

NOTICE OF REMOVAL BY ATTACHER

Date: \_\_\_\_\_

PECO Energy Company

In accordance with the terms of Agreement dated \_\_\_\_\_, please be advised that we intend to remove our attachments from the following poles between \_\_\_\_\_, 19\_\_ and \_\_\_\_\_, 19\_\_.

Pole Number

Pole Location

Permit Number

ATTACHER

BY: \_\_\_\_\_

Notice No. \_\_\_\_\_

Total Poles Discontinued this Notice: \_\_\_\_\_

Poles Previously Vacated: \_\_\_\_\_

Total Poles Vacated to Date: \_\_\_\_\_

**SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR THE  
JOINT USE OF POLES**

This Second Amendment ("Amendment"), dated as of ~~August 24~~<sup>October 24</sup>, 2016 (the "Effective Date") amends the Amended and Restated Joint Use of Poles Agreement dated November 15, 2007, as amended (the "Agreement"), is entered into, by and between PECO Energy Company ("PECO"), with its principal mailing address at 2301 Market Street, Philadelphia Pennsylvania 19103 and VERIZON PENNSYLVANIA, INC. ("Verizon"), having a mailing address of 900 Race Street, Philadelphia PA, 19107. Capitalized terms not defined in this Amendment are defined in the Agreement.

WHEREAS, PECO and Verizon, collectively (the "Parties"), seek to improve service restoral to their respective customers during out-of-hours emergency conditions, specifically during the times between 5pm and 5am, and;

WHEREAS, the Parties agree that actual cost now exceed the recoverable limits of the current pricing schedules, and;

WHEREAS, the Parties agree that certain provisions specified in the Agreement have become commercially impractical, and;

WHEREAS, PECO and Verizon desire to amend the Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, in confirmation of the Parties mutual understanding, and intending to be legally bound, the Parties do hereby agree to amend the Agreement as follows:

1. Article 8 (G). is hereby amended and restated in its entirety as follows:

G. Each party is responsible for the handling of its own attachments and notifying the Owner within thirty (30) days, after completion of the transfer of such attachments. At all times, unless otherwise mutual agreed upon, the Owner of the pole shall remove and dispose of the old pole. The party authorizing any third-party attachments shall be responsible for transferring such attachments. The transfer of authorized and unauthorized third-party attachments will be the responsibility of the Owner provided nothing in this Agreement is intended to affect Owner's rights against such unauthorized attacher.

2. Article 16 (E) is hereby amended and restated in its entirety as follows:

E. Under an emergency condition outside of normal Verizon working hours, PECO may, as Licensee, if it is necessary to alleviate the emergency condition, replace a joint use pole owned by Verizon and, if it appears that Verizon attachments can be moved without damaging Verizon's facilities or interrupting service, transfer Verizon's attachments from the old pole and permanently fasten them to the new pole, pursuant to the terms of Section 7 of the Operating Routine attached as Exhibit A. When PECO, as Licensee, has replaced a Verizon owned pole, permanently transferred Verizon's attachments and removed the old pole, Verizon shall reimburse PECO for placing the new pole removal of the old pole and transfer of Verizon's attachments in accordance with the schedule of costs in the Operating Routine within thirty (30) days after receiving an invoice from PECO.

The Parties agree that within thirty (30) days preceding the two (2) year anniversary of the Effective Date and bi-annual thereafter, this section will revert to the current Article 16 (E) unless recertified by the Parties.

3. Article 16 G is hereby amended and restated in its entirety as follows:

G. Both Parties realize there may be a limited number of emergency conditions where it is impractical for PECO as Licensee or Pole Owner, when it is replacing a joint use pole, to transfer Verizon attachments. Therefore, if PECO has not transferred Verizon attachments from the old pole to the new pole, PECO will secure the old pole, transfer PECO attachments, top the old pole, and issue an NJUNS ticket to initiate adequate notification to all attaching entities so as to facilitate the commencement of transfer activity. The NJUNS ticket number will be listed on the pole-replacement invoice tendered by PECO in accordance with the schedule of costs. (Operating Routine Schedule D-1.04B.) Should the conditions in the field require the replacement of more than one (1) pole, Licensee will be issue an NJUNS ticket for each replacement job.

4. The Parties agree to establish, within sixty (60) days after the Effective Date, an "Administrative Committee", consisting of engineering, construction and joint-use personnel from each company, initially purposed to draft protocols needed to successfully implement a crisis management desk consistent with the descriptions referenced herein and attached hereto as APPENDIX Q.

5. Article 27 "In the case of service upon Verizon:" is amended by deleting the contact information for Norman L. Parrish, to be replaced with:

Stacey Culbreath  
Joint Use Liaison,  
900 Race Street, Floor – 6  
Philadelphia, PA., 19107  
215.351.6131  
stacey.w.culbreath@verizon.com

6. Section 1.01 Schedule A, Section 1.02 Schedule B and Section 1.04 Schedule D of the Operating Routine are hereby amended to delete the Parties costs and the amended schedules of each Parties costs is attached hereto as Exhibit B and C respectively, are substituted in their place.

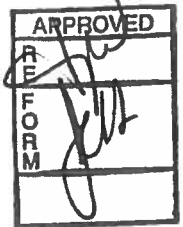
7. The Amendment may be executed using counterpart signature pages.

8. Except for the amendments made in this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full effect.

Signature appear on the Next Page

To evidence the Parties agreement to the provisions of this Amendment, they have executed as of the Effective Date.

PECO ENERGY COMPANY



BY: \_\_\_\_\_

Benjamin E. Henry,  
Manager, Real Estate & Facilities

VERIZON PENNSYLVANIA, INC.

BY: \_\_\_\_\_

Joseph Mucillo  
Director, Engineering



**EXHIBIT A**  
**Section 7 of Operating Routine**

Reduce PECO customer outage time by utilizing PECO crews to replace Verizon poles during off-hours Monday-Thursday (1700-0700) and weekends.

**Verizon to Replace Verizon Pole**

PECO dispatcher will notify Verizon of the need to replace the Verizon pole and provide details on the location, size and pole number. Verizon call center will notify Verizon on-call of event.

PECO dispatcher will call Verizon call center for status of responding crew after an hour of the initial contact. If the crew is within an hour from the incident site Verizon will set the pole.

PECO dispatcher will notify PECO on-call of the Verizon crew status.

Verizon maintains ownership of the pole.

PECO shift manager will make the decision when PECO should/will replace a pole base on the emergency conditions, e.g., # of customers affected, outage duration, storm/non-storm conditions, etc.

**PECO to Replace Verizon Pole**

PECO dispatcher will notify Verizon of the need to replace the Verizon pole and provide details on the location, size and pole number. Verizon call center will notify Verizon on-call of event.

PECO dispatcher will call Verizon call center for status of responding crew after an hour of the initial contact. If the crew is more than an hour from the incident site PECO dispatcher will inform them PECO is replacing the Verizon pole.

PECO dispatcher will notify PECO on-call of the Verizon crew status.

PECO on-call personnel to place the PA1 call and order pole delivery thru the vendor.

Verizon maintains ownership of pole.

This process applies to all PECO operating areas.

**Exhibit B and Exhibit C**

**Amended PECO Operating Costs Schedule 1.01 Schedule A,  
1.02 Schedule B and 1.04 Schedule D**

The aforementioned Exhibits shall be affixed hereto upon mutual agreement of the terms specified in this Amendment.

## Amended Operating Routine - Schedule of Costs (PECO)

1.01 Schedule "A"							
	Labor Rate	Linemen	Hours/Lineman	Labor Hours	Labor	Material	Total
30' POLE	118.96	4	4	16	\$1,903.36	\$350.20	\$2,253.56
35' POLE	118.96	4	4	16	\$1,903.36	\$475.34	\$2,378.70
40' POLE	118.96	4	4	16	\$1,903.36	\$578.56	\$2,481.92
45' POLE	118.96	4	4	16	\$1,903.36	\$660.61	\$2,563.97
50' POLE	118.96	4	4	16	\$1,903.36	\$805.33	\$2,708.69
55' POLE	118.96	4	4	16	\$1,903.36	\$943.23	\$2,846.59
60' POLE	118.96	4	4	16	\$1,903.36	\$1,132.11	\$3,035.47
65' POLE	118.96	6	4	24	\$2,855.04	\$1,652.05	\$4,507.09
70' POLE	118.96	6	4	24	\$2,855.04	\$2,080.13	\$4,935.17
75' POLE	118.96	6	4	24	\$2,855.04	\$1,521.86	\$4,376.90
80' POLE	118.96	6	4	24	\$2,855.04	\$2,018.97	\$4,874.01

1.02 - Schedule "B" includes HotStick							
	Labor Rate	Linemen	Hours/Lineman	Labor Hours	Labor	Material	Total
54" POLE TOP EXTENSION	118.96	5	4	20	\$2,379.20	\$600.37	\$2,979.57
72" POLE TOP EXTENSION	118.96	5	4	20	\$2,379.20	\$776.86	\$3,156.06
120" POLE TOP EXTENSION	118.96	5	4	20	\$2,379.20	\$927.60	\$3,306.80

### 1.04 - Schedule "D" - After hours

1.04A								
	Labor Rate	Linemen	Hours/Lineman	Labor Hours	Labor	Material	Transfer VZ	Total
30' POLE	118.96	4	8	32	\$3,806.72	\$350.20	\$200.00	\$4,356.92
35' POLE	118.96	4	8	32	\$3,806.72	\$475.34	\$200.00	\$4,482.06
40' POLE	118.96	4	8	32	\$3,806.72	\$578.56	\$200.00	\$4,585.28
45' POLE	118.96	4	8	32	\$3,806.72	\$660.61	\$200.00	\$4,667.33
50' POLE	118.96	4	8	32	\$3,806.72	\$805.33	\$200.00	\$4,812.05
55' POLE	118.96	4	8	32	\$3,806.72	\$943.23	\$200.00	\$4,949.95
1.04B								
	Labor Rate	Linemen	Hours/Lineman	Labor Hours	Labor	Material		Total
30' POLE	118.96	4	8	32	\$3,806.72	\$350.20		\$4,156.92
35' POLE	118.96	4	8	32	\$3,806.72	\$475.34		\$4,282.06
40' POLE	118.96	4	8	32	\$3,806.72	\$578.56		\$4,385.28
45' POLE	118.96	4	8	32	\$3,806.72	\$660.61		\$4,467.33
50' POLE	118.96	4	8	32	\$3,806.72	\$805.33		\$4,612.05
55' POLE	118.96	4	8	32	\$3,806.72	\$943.23		\$4,749.95
1.04C								
	Labor Rate	Linemen	Hours/Lineman	Labor Hours	Labor	Material		Total
Transfer Verizon Attachments								\$200

Note - Labor rate includes the following: Regular Time

Direct Labor	66.94
Overheads - Fringe Benefits	36.68
Tools & Expenses	1.83
Transportation	13.51
	118.96

\*\* used regular rate for after hours as the difference was minimal adding OT and taking out fringes

## Amended Operating Routine - Schedule of Costs (Verizon)

1.01 Schedule "A"	Labor Rate	Linemen	Hours/Lineman	Labor Hours	Labor	Material	Total	
30' POLE	98.65	4	4	16	\$1,578.40	\$184.58	\$1,762.98	
35' POLE	98.65	4	4	16	\$1,578.40	\$234.13	\$1,812.53	
40' POLE	98.65	4	4	16	\$1,578.40	\$326.94	\$1,905.34	
45' POLE	98.65	4	4	16	\$1,578.40	\$374.84	\$1,953.24	
50' POLE	98.65	4	4	16	\$1,578.40	\$419.34	\$1,997.74	
55' POLE	98.65	4	4	16	\$1,578.40	\$662.00	\$2,240.40	
60' POLE	98.65	4	4	16	\$1,578.40	\$784.71	\$2,363.11	
65' POLE	98.65	6	4	24	\$2,367.60	\$1,007.74	\$3,375.34	
70' POLE	98.65	6	4	24	\$2,367.60	\$2,010.50	\$4,378.10	
75' POLE	98.65	6	4	24	\$2,367.60	\$2,002.00	\$4,369.60	
80' POLE	98.65	6	4	24	\$2,367.60	\$3,994.71	\$6,362.31	
<b>1.02 - Schedule "B" includes HotStick</b>								
54" POLE TOP EXTENSION	98.65	5	4	20	\$1,973.00		\$1,973.00	
72" POLE TOP EXTENSION	98.65	5	4	20	\$1,973.00		\$1,973.00	
120" POLE TOP EXTENSION	98.65	5	4	20	\$1,973.00		\$1,973.00	
<b>1.04 - Schedule "D" - After hours</b>								
<b>1.04A</b>							<b>Transfer PECO</b>	<b>Total</b>
30' POLE	98.65	4	8	32	\$3,156.80	\$184.58	\$160.81	\$3,502.19
35' POLE	98.65	4	8	32	\$3,156.80	\$234.13	\$160.81	\$3,551.74
40' POLE	98.65	4	8	32	\$3,156.80	\$326.94	\$160.81	\$3,644.55
45' POLE	98.65	4	8	32	\$3,156.80	\$374.84	\$160.81	\$3,692.45
50' POLE	98.65	4	8	32	\$3,156.80	\$419.34	\$160.81	\$3,736.95
55' POLE	98.65	4	8	32	\$3,156.80	\$662.00	\$160.81	\$3,979.61
<b>1.04B</b>							<b>Total</b>	
30' POLE	98.65	4	8	32	\$3,156.80	\$184.58		\$3,341.38
35' POLE	98.65	4	8	32	\$3,156.80	\$234.13		\$3,390.93
40' POLE	98.65	4	8	32	\$3,156.80	\$326.94		\$3,483.74
45' POLE	98.65	4	8	32	\$3,156.80	\$374.84		\$3,531.64
50' POLE	98.65	4	8	32	\$3,156.80	\$419.34		\$3,576.14
55' POLE	98.65	4	8	32	\$3,156.80	\$662.00		\$3,818.80
<b>1.04C</b>							<b>Total</b>	
Transfer PECO Attachments								\$160.81

**FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT  
FOR THE JOINT USE OF POLES**

This First Amendment to Amended and Restated Agreement for the Joint Use of Poles (this "Amendment") is entered into as of the 30<sup>th</sup> day of April, 2012 (the "Effective Date") by and between PECO ENERGY COMPANY ("PECO"), with its principal mailing address at 2301 Market Street, Philadelphia, Pennsylvania 19103 and VERIZON PENNSYLVANIA INC. ("Verizon"), having a mailing address of 180 Sheree Boulevard, Suite 2100, Exton, Pennsylvania 19341. Capitalized terms not defined in this Amendment are defined in the Agreement, as defined below.

WHEREAS, PECO and Verizon entered into an Amended and Restated Agreement for the Joint Use of Poles, dated November 15, 2007 (the "Agreement") to provide for the joint use of their respective utility poles.

WHEREAS, PECO and Verizon wish to amend Article 9 of the Agreement to provide for pole inspections of joint use poles, and;

WHEREAS, PECO and Verizon wish to reduce each Party's annual joint use pole expense by amending the Rental Fees paid by each Party under Article 20 of the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the Parties do hereby agree to amend the Agreement as follows:

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1. **Article 9 – Maintenance is hereby amended and restated in its entirety as follows:**

**ARTICLE 9 – MAINTENANCE; POLE INSPECTION**

Owner shall maintain its joint use poles at its sole expense in accordance with the specifications of Article 3.

- A. Owner shall be responsible for keeping and maintaining its joint use poles in a good condition in accordance with each Owner's industry practices, as described in Exhibit 1 to this Amendment. Each Owner will implement and maintain an annual pole inspection program providing for pole inspections in accordance with each Owner's pole inspection practices and in accordance with the terms of this Amendment. If Owner's inspection program is a 10 year program, then the Owner shall inspect a minimum average of ten percent (10%) of its joint use poles per year commencing on the Effective Date until such time as all of its joint use poles are inspected over a ten (10) year period, with a minimum of twenty-five percent (25%) of the joint use poles inspected within the first three (3) years after the Effective Date. If Owner's inspection program is a 12 year program, then the Owner shall inspect a minimum average of 8.33% of its joint use poles per year commencing on the Effective Date until such time as all of its joint use poles are inspected over a 12 year period, with a minimum of 25% of the joint use poles inspected within the first three years after the Effective Date. By way of example, assuming 100,000 poles and a ten year inspection period, if 20,000 poles are inspected in year one and none in year two, a minimum of 10,000 poles would be required to be inspected in year three in order to maintain the ten percent (10%)

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minimum average. As further way of example, assuming 100,000 poles and a 12 year inspection period, if 10,000 poles are inspected in year one and none in year two, a minimum of 15,000 poles would be required to be inspected in year three in order to maintain the 8.33% minimum average.

- B. Each Owner shall provide to Licensee an annual report of all joint use poles that were inspected, experienced a failure (other than those caused by a pole hit) or were found to be unacceptable as a result of the inspection process set forth in the preceding paragraph. The reports must contain the information set forth on Exhibit 2 of this Amendment. If a joint use pole fails inspection and shows dangerous conditions that are an immediate risk to public or employee safety or conditions affecting the integrity of the facilities, the Owner shall replace such immediately dangerous joint use pole within thirty (30) days.
- C. In April 2012 and every subsequent year thereafter, the Designated Representatives shall meet to discuss the scope of each Owner's pole inspection program for the then current year.
- D. Except as otherwise required by law, all reports and plans provided to the other Party under this section shall be treated as the Confidential Information of the producing Party and shall not be disclosed to any third party for any reason absent the written permission of the producing Party. The receiving Party may disclose Confidential Information of the producing Party if required to do so by order of a court or competent government authority; provided, however, that the receiving Party shall first have given at least 10 (ten) days written notice to the producing Party so that the producing Party may seek a protective order or other appropriate remedy (with the reasonable

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assistance of the receiving Party). Provided the other Party is not in default in its obligations under this Amendment that remains uncured after receiving the notice required under Article 24 of the Agreement, neither Party shall advocate or suggest to any government agency or legislative body that the other Party should adhere to a greater standard of pole inspection than set forth in this Amendment.

- E. Should either Owner experience a force majeure event, neither Owner shall be liable to the other for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national emergencies, insurrections, riots, acts of terrorism, or wars; or (c) strikes, or work stoppages. To the extent practicable, each Owner shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the force majeure event causing the failure or delay has ceased.

**2. Article 20 (B) – Rental Fees is hereby amended and restated in its entirety as follows:**

B. The following fees may not be disclosed by either party to any third party without the written consent of the other party, except each party may disclose the fees to its affiliated and Parent corporation only for the purposes of performing this Agreement, or except as otherwise required by applicable law.

The annual rental fees, as established through negotiations, are set as follows:

**Annual fixed rental fee charged to Verizon for all current and subsequent attachments to poles owned by PECO for billing year 2012**

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second half Semi-Annual billing and each billing cycle thereafter: \$21.00 per joint use pole.


Annual fixed rental fee charged to PECO for all current and subsequent attachments to poles owned by Verizon for billing year 2012 second half Semi-Annual billing and each billing cycle thereafter: \$10.00 per joint use pole.

Exhibit 3 of this Amendment provides an example of the semi-annual billing for year 2012 and 2013 for the rental fees.

3. Except as otherwise provided herein, all other terms, conditions and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year first above written.

PECO ENERGY COMPANY

By:   
M. A. Williams  
Director, Real Estate & Facilities

APPROVED
RE
FOR
M

VERIZON PENNSYLVANIA INC.

By:   
J. A. Snyder  
Director, Network Engineering

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EXHIBIT 1

POLE INSPECTION AND MAINTENANCE STANDARDS.

Verizon: NESC and Telcordia Blue Book Section 12

PECO: PA PUC Inspection and Maintenance Standards 52 Pa Code 57.198  
and NESC

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## EXHIBIT 2

### REPORT DATA PROVIDED FROM THE ANNUAL POLE INSPECTION OF JOINT USE POLES:

1. Number of poles inspected with Verizon pole tag numbers
2. Number of poles inspected with PECO Tag numbers
3. Pole Size – If known
4. County
5. Municipality
6. Street address
7. Cross Street – If known
8. GPS Coordinates – If available
9. Date of the inspection
10. Name of the inspector – If available
11. Defective Yes/No

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**EXHIBIT 3**

**SEMI-ANNUAL BILLING EXAMPLES YEAR 2012**

<b>Description</b>			
<b>Attachment Rental for Current Period 1/12 - 06/12</b>	<b>NUMBER</b>	<b>ANNUAL RATE</b>	<b>AMOUNT</b>
TELEPHONE ATTACHMENTS ON PECO - Semi-Annual	207,372	\$30.65	\$3,177,976
PECO ATTACHMENTS ON TELEPHONE - Semi-Annual	123,710	\$21.30	\$1,317,512
		<b>Amount Due</b>	<b>\$1,860,464</b>

<b>Description</b>			
<b>Attachment Rental for Current Period 7/12-12/12</b>	<b>NUMBER</b>	<b>ANNUAL RATE</b>	<b>AMOUNT</b>
TELEPHONE ATTACHMENTS ON PECO - Semi-Annual	207,372	\$21.00	\$2,177,406
PECO ATTACHMENTS ON TELEPHONE - Semi-Annual	123,710	\$10.00	\$618,550
		<b>Amount Due</b>	<b>\$1,558,856</b>

<b>Description</b>			
<b>Attachment Rental for Current Period 1/13 - 06/13</b>	<b>NUMBER</b>	<b>ANNUAL RATE</b>	<b>AMOUNT</b>
TELEPHONE ATTACHMENTS ON PECO - Semi-Annual	207,372	\$21.00	\$2,177,406
PECO ATTACHMENTS ON TELEPHONE - Semi-Annual	123,710	\$10.00	\$618,550
		<b>Amount Due</b>	<b>\$1,558,856</b>

<b>Description</b>			
<b>Attachment Rental for Current Period 7/13 -12/13</b>	<b>NUMBER</b>	<b>ANNUAL RATE</b>	<b>AMOUNT</b>
TELEPHONE ATTACHMENTS ON PECO - Semi-Annual	207,372	\$21.00	\$2,177,406
PECO ATTACHMENTS ON TELEPHONE - Semi-Annual	123,710	\$10.00	\$618,550
		<b>Amount Due</b>	<b>\$1,558,856</b>

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AMENDED AND RESTATED AGREEMENT

FOR THE  
JOINT USE OF POLES  
BETWEEN  
PECO ENERGY COMPANY  
AND

VERIZON PENNSYLVANIA INC

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**AMENDED AND RESTATED AGREEMENT**

This AMENDED AND RESTATED AGREEMENT (this "Agreement") made as of day of November 15, 2007 between PECO Energy Company ("PECO"), a Pennsylvania corporation, having its principal office in Philadelphia, Pennsylvania, and Verizon Pennsylvania Inc ("Verizon"), a Pennsylvania corporation having an office in Philadelphia, Pennsylvania-

**WITNESSETH**

**WHEREAS**, PECO and Verizon entered into a General Agreement for the Joint Use of Poles, dated September, 1980, as amended (the "Joint Pole Agreement") to cooperate in keeping pole plant at a minimum in the territory covered by this Agreement and to provide for the joint use of their respective poles.

**WHEREAS**, PECO and Verizon desire to amend and restate the Joint Pole Agreement in its entirety.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns intending to be legally bound, do hereby covenant and agree as follows:

**ARTICLE 1**

**SCOPE**

A. This Agreement shall be in effect in the territory which is common to both PECO and Verizon and shall cover all existing joint use poles and all joint use poles that are established in accordance with the procedures hereinafter provided, except for those poles in the territory specified in the Agreement date December 26, 1914 by and between Merion Civic Association, The Bala and Merion Electric Company, Philadelphia Electric Company (predecessor to PECO) and The Bell Telephone Company of Pennsylvania, Bell Atlantic of Pennsylvania (predecessor to Verizon) when the provisions thereof shall be in conflict.

B. Any provision of this Agreement to the contrary notwithstanding, each party reserves the right to exclude from joint use before such joint use commences, such of its poles as, in its judgment, are impractical for joint use.

## ARTICLE 2

### DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

**ATTACHMENTS** means all wires, cables, guys, appliances, apparatus, fixtures, and appurtenances of every description now or hereafter used on poles of either party in its business.

**CUSTOMER FACILITIES** means those attachments owned by a customer and used by PECO to deliver electric service or by Verizon to deliver broadband services.

**DESIGNATED REPRESENTATIVES** means the representatives set forth in Article 27.

**EMERGENCY** means a sudden or unforeseen occurrence involving a clear and immediate danger to life or property, including but not limited to serious breaks, defects or damage to either party's facilities or poles.

**JOINT USE POLE** means a pole which under the terms of this Agreement is occupied by attachments of both parties.

**LICENSEE** means the party to whom the right of joint use of any pole has been granted by the Owner.

**LICENSE** means the general license granted hereunder for the attachments of one party on a pole of the other party.

**OWNER** means the party having legal title to the joint use pole.

**VALUE-IN-PLACE** means an amount agreed upon by Owner and Licensee that reflects the monetary value of a pole at the time it is replaced.

**THIRD-PARTY ATTACHMENTS** means attachments made by ~~third parties, including but not~~ limited to CATV Companies, CLEC Companies, Private Entities, Government Entities, and Municipalities, affiliates, partners, joint ventures or agents that are not parties to this Agreement.

### ARTICLE 3

#### APPLICABLE LAW and SPECIFICATIONS

Each Owner of a pole shall construct and maintain Owner's joint use poles and Owner's attachments on all joint use poles in accordance with applicable law, including the National Electrical Safety Code, current edition, and subsequent revisions thereof ("NESC"); Telcordia Blue Book Manual of Construction Procedures ("Blue Book"), the Occupational Safety and Health Act ("OSHA"), any applicable orders, the rules and regulations of the Pennsylvania Public Utility Commission, and local zoning ordinances.

### ARTICLE 4

#### ADMINISTRATION

- A. Necessary practices and procedures to implement the administration of this Agreement, consistent with the terms hereof, shall be agreed upon by the Designated Representatives. The current Operating Routine is attached hereto as Exhibit "A" ("Operating Routine").
- B. The Designated Representatives shall be responsible for the interpretations necessary for the administration of this Agreement. Such interpretations shall, in all cases, be consistent with the terms and conditions of this Agreement.
- C. The Designated Representatives shall be responsible for authorizing, in writing, any amendments and revisions to this Agreement and the Operating Routine that are agreed to by both Parties.

### ARTICLE 5

#### GENERAL LICENSE

A. Each party, as Owner, grants to the other party, as Licensee, a general license for the joint use of its poles not specifically excluded from joint use under Article 1. Licensee may attach to Owner's poles without notification so long as such poles are of sufficient height and strength to accommodate Licensee's attachments in conformity with the specifications of Article 3. If Owner's poles are not of sufficient height or strength, Licensee shall proceed in accordance with Article 7 of this Agreement. Either party may place attachments on both the field side and the street side of a joint use pole.

B. Within the City of Philadelphia, for record purposes only, Licensee must notify Owner, in writing, either prior to or within thirty (30) days subsequent to the establishment or discontinuance of a joint use pole.

**ARTICLE 6**

**ESTABLISHING JOINT USE OF NEW POLES**

A. Whenever either party requires new pole facilities, either as an additional pole, a new pole line, or an extension of any existing pole line, where neither party has existing pole facilities, it shall notify the other party's local representative in accordance with Section 6 of the Operating Routine before construction in order to determine the desirability of joint use. The other party shall respond in accordance with Section 6 of the Operating Routine. Verizon shall notify PECO of the proposed mounting height of Verizon's lowest cable attachment.

B. If joint use is agreed upon the parties shall cooperate in designing the proposed construction to meet the needs of both parties. Ownership of new pole structures will be determined by mutual agreement in writing.

C. If joint use cannot be agreed upon, the parties shall cooperate to determine the most practical and economical method of effectively providing separate pole lines.

D. Pole size shall be used to determine pole setting depth. The following table indicates the minimum required setting depths:

Pole Size	VERIZON	PECO	
		Soil	Rock
25'		4'6"	3'0"
30'		5'0"	3'6"
35'	6'0"	5'0"	4'0"
40'	6'0"	5'6"	4'0"
45'	6'6"	6'0"	4'6"
50'	7'0"	6'6"	4'6"
55'	7'6"	7'6"	6'0"
60'		8'0"	6'6"
65'		8'6"	7'0"
70'		9'0"	7'6"
75'		9'6"	8'0"
80'		10'0"	8'6"

## ARTICLE 7

### ESTABLISHING JOINT USE OF EXISTING POLES

A. Unless specifically excluded under the provisions of Article 1, either party may attach to any poles owned by the other party in accordance with Article 3 and 5.

B. If a pole is available for joint use but requires rearrangement of Owner's facilities, the Licensee shall notify the Owner in accordance with Section 6 of the Operating Routine. The Owner shall respond in accordance with Section 6 of the Operating Routine. The Owner will reasonably cooperate to make such rearrangements as may be necessary to allow the existing pole to be brought into joint use. Where the pole is inadequate and rearrangement is not reasonable, the pole shall be replaced and costs distributed according to Article 18. Each party shall be responsible for the pricing, transferring or rearranging of its own facilities.

## ARTICLE 8

### EXISTING JOINT USE – ADDITIONAL REQUIREMENTS

A. The parties shall reasonably cooperate to fully utilize an existing joint use pole by adjusting facilities before a pole replacement is made. Whenever a pole replacement is required, the new location of the pole will be mutually acceptable to both parties.

B. When an existing joint use pole must be replaced due to requirements of Owner, Owner shall notify Licensee prior to construction of the pending replacement in accordance with Section 6 of the Operating Routine. Licensee shall respond in accordance with Section 6 of the Operating Routine stating whether or not there are any special considerations with respect to Licensee's attachments.

C. When an existing joint use pole must be replaced due to requirements of Licensee, Licensee shall request Owner in accordance with Section 6 of the Operating Routine to replace such pole and costs shall be determined in accordance with Article 18. Owner shall respond to Licensee's request in accordance with Section 6 of the Operating Routine. If Owner cannot make such replacement, then Licensee may, with Owner's written permission, make the replacement in accordance with Article 3 and Owner will thereafter transfer its facilities. Owner will retain ownership of the joint use pole unless otherwise mutually agreed to in writing. Owner shall reimburse Licensee in accordance with Article 18 in the event Licensee performs the pole replacement work.

D. If any existing joint use pole requires relocation or replacement for reasons for which neither party is solely responsible, including requirements of public authority, Owner shall at its own cost make such relocation or replacement and each party shall be responsible for the transfer of its facilities.

E. If either party requires an additional pole to be installed in an existing line, the placing and ownership of the additional pole shall be determined by mutual agreement in writing.

F. When a pole is replaced, the replacing party shall notify the other party within 30 days after the replacement is completed.

G. Each party is responsible for the handling of its own attachments and notifying the Owner within thirty (30) days, after completion of the transfer of such attachments. The last party off the old pole shall remove and dispose of the old pole. The party authorizing any third-party attachments shall be responsible for transferring such attachments. If the Licensee has removed its facilities off the old pole and the Owner's customer facilities or its third-party attachments are still on the old pole, the Owner will be responsible for the removal and disposal of the old pole. The transfer of authorized and unauthorized third party attachments shall be the responsibility of the Owner provided nothing in this Agreement is intended to affect Owner's rights against such unauthorized attacher.

The parties hereto recognize that projects by either party which require large numbers of pole replacements could significantly affect the financial and staffing capacities of the other party. Each, therefore, agrees to give notice in accordance with Section 6 of the Operating Routine before the proposed design of any such plans so as to provide sufficient time for preparations. Either Owner may decline to replace poles for Licensee in such numbers which, in Owner's judgment, would have an adverse effect on Owner by responding in accordance with Section 6 of the Operating Routine.

H. When Licensee is responsible for removing poles in locations requiring restoration of ground surface areas, including paving, sidewalks or lawns, Licensee shall be responsible only for such temporary restoration (at least thirty (30) days) as will render the location safe, including any necessary temporary patching or fill. Licensee shall send notice to Owner within thirty (30) days after completion of this work. Owner shall be responsible for permanent restoration.

I. PECO shall replace, unless otherwise mutually agreed to in writing, all joint use poles needing replacement involving lines with open wire construction energized with voltages exceeding 15 KV to ground (34KV Phase to Phase). The expense of such replacements shall be distributed in accordance with Article 18.

J. Each party may elect to use qualified contractors to perform work under this Agreement.

## ARTICLE 9

### MAINTENANCE

Owner shall maintain its joint use poles at its sole expense in accordance with the specifications of Article 3.

## ARTICLE 10

### OWNERSHIP OF JOINT USE POLES

No use of poles under this Agreement, however extensive, shall vest in Licensee any ownership therein, nor shall the payment by Licensee of any expense in connection with substituting new poles vest in it any ownership in the substituted poles.

## ARTICLE 11

### RIGHT OF WAY

Licensee shall be responsible for securing all required permits, approvals, rights or permissions from the owners of property and public authorities required for the placing of attachments on Owner's poles. The parties may, if mutually agreeable, elect to secure joint rights of way or permissions.

## ARTICLE 12

### GUYING

A. Each Party shall place and/or transfer, at its own expense, its guy wires or push poles required for the support of its own attachments on joint use poles.

B. In connection with the erection of poles for joint use, either as an additional line, line extension or reconstruction of an existing line, Owner shall place, at its own expense, and thereafter own any required multi-eye anchors for mutual use at common guying points.

C. Anchors required solely for the purposes of one of the parties shall be placed by and at the expense of, and thereafter owned by, that party.

D. If, in connection with the joint use or proposed joint use of existing poles, the relocation or replacement of an existing anchor (including replacement of single-eye with multi-eye rod) is necessary to accommodate guying of one of the parties, that party shall arrange for, install at its expense, and thereafter own such anchor. The new Owner shall notify the other party, in writing, of this change.

### ARTICLE 13

#### TRIMMING AND CLEARING

Each of the parties shall have the right to perform maintenance trimming or cutting of trees as may be necessary to clear its own wires and appliances on joint use poles provided, however, that the parties may agree in writing, in cases mutually advantageous, that one of the parties will arrange for trimming to clear the wires and appliances of both parties, the cost thereof to be shared upon such basis as has been agreed upon prior to the start of work.

### ARTICLE 14

#### BONDING AND GROUNDING

A. In connection with the joint use of poles hereunder, inductive and protective coordination measures requires the interconnection of Verizon's cable plant and/or protective equipment with PECO's system neutral in accordance with the National Electrical Safety Code, current edition and subsequent revisions thereof and PECO construction standards. In no case shall interconnection be made to a ground wire that is not connected to a neutral, such as a lightning arrester, or any other ground where the connection to the neutral is not clearly visible.

B. At a pole where there is an existing vertical ground wire connected to PECO's neutral, Verizon shall place bond wire connecting its cable strand and/or guy to the vertical wire at telephone grade location.

C. At a pole where there is not an existing ground wire connected to PECO's neutral, Verizon may place a coiled length of bond wire connected to its cable strand and/or guy and request PECO to connect bond wire to the power neutral.

D. Bonding as may be required between Verizon guy and PECO guy not attached to the same anchor rod shall be placed and connected when such additional and separate guying work is performed at a common guying location by either party.

E. When installing poles, Verizon if requested by PECO will install a #4 copper wire butt ground to ground their facilities. Verizon will also run the #4 ground up the pole and leave a coil at the bottom of the clearance zone for PECO to connect to their multi-grounded neutral.

F. When installing poles, PECO if requested by Verizon will indicate on PECO's job sketch that Verizon bonding is required. In such case, PECO shall install a #4 copper butt ground and connect it to their multi-grounded neutral.

## ARTICLE 15

### CUSTOMER FACILITIES and THIRD PARTY ATTACHMENTS

- A. As between the parties hereto, each party shall be solely responsible for attachments owned by authorized customers that are attached to the joint use pole. Such customer attachments shall be limited, as to any pole, to such number as will not interfere with the use of the pole by both Owner and Licensee. The general license granted hereunder is intended to include only such customer attachments.
- B. All third party attachment agreements covering the attachment to joint use poles by third parties as defined in Article 2 shall be entered into with the pole Owner.
- C. Each party consents to authorized attachments of a third party made in accordance with the specifications detailed in Article 3. All third party attachments shall be limited, as to any pole, to such number as will not interfere with the use of the pole by both Owner and Licensee.
- D. Unauthorized attachments by third parties are, for the purpose of this Agreement, the responsibility of Owner, provided that nothing in this Agreement is intended to affect Owner's rights against such unauthorized attacher.

## ARTICLE 16

### SERVICE REQUIREMENTS AND EMERGENCY SITUATIONS

- A. Under no circumstances shall Verizon's employees or contractors transfer, rearrange or relocate PECO attachments on joint use poles regardless of ownership of the poles.
- B. In the event the Owner of a joint use pole does not install, replace or relocate such poles in time to meet the service requirements of Licensee, Licensee shall notify Owner, in accordance with Section 6 of the Operating Routine, requesting permission to proceed with such work as is necessary to meet Licensee's service requirements. The Owner shall notify Licensee whether permission is granted to replace or relocate said poles. If granted, the Licensee is to complete such work and invoice Owner for such costs in accordance with Article 18.
- C. In the event of emergency situations during normal working hours, PECO, as Licensee may, upon notice to Owner, install, replace or relocate such joint use poles as may be necessary to alleviate said emergency conditions. Upon completion of such work, the Owner shall reimburse Licensee in accordance with Article 18.
- D. If the Owner fails to install, replace or relocate a pole at an agreed to scheduled time, the Licensee may, upon notice to the Owner perform such work. Upon completion of such work, the Owner shall reimburse the Licensee in accordance with Article 18.

E. Under an emergency condition outside of normal Verizon working hours, PECO may, as Licensee, if it is necessary to alleviate the emergency condition, replace a joint use pole owned by Verizon and, if it appears that Verizon attachments can be moved without damaging Verizon's facilities or interrupting service, transfer Verizon's attachments from the old pole and permanently fasten them to the new pole. When PECO, as Licensee, has replaced a Verizon owned pole, permanently transferred Verizon's attachments and removed the old pole, Verizon shall reimburse PECO for placing the new pole, removal of the old pole and transfer of Verizon's attachments in accordance with the schedule of costs. (Operating Routine Schedule D-1.04A.)

F. Under an emergency condition outside of normal Verizon working hours, PECO may, as Owner, when replacing a pole carrying Verizon's attachments, if it appears that such attachments can be transferred without damaging Verizon's facilities or interrupting service, remove said attachments from the old pole and permanently fasten them to the new pole. When PECO, as pole Owner, has replaced a pole and permanently transferred Verizon's attachments, Verizon shall reimburse PECO for such transfer of Verizon's attachments in accordance with the schedule of costs. (Operating Routine Schedule D-1.04C.)

G. Both parties realize there may be a limited number of emergency conditions where it is impracticable for PECO, when it is replacing a joint use pole owned by Verizon or by PECO to transfer Verizon attachments. Therefore, if PECO has not transferred Verizon attachments from the old pole to the new pole, PECO will secure the old pole, transfer PECO attachments and top the old pole leaving the transfer of Verizon attachments for Verizon. When PECO has replaced a Verizon pole but has not transferred Verizon attachments, Verizon shall reimburse PECO for placing the new pole and securing and topping the old pole in accordance with the schedule of costs. (Operating Routine Schedule D-1.04B.)

H. Whenever an emergency pole replacement has been performed by Licensee as specified in this Article 16, the Licensee shall notify the Owner within thirty (30) days after the new pole is installed.

J. A Licensee's right to replace or relocate the Owner's poles is not intended to relieve the Owner from its obligation to comply with law with respect to the placement of its poles.

## ARTICLE 17

### CHANGES IN OR REMOVAL OF FACILITIES

A. Whenever PECO becomes aware of a need to convert its facilities on any joint use pole to a higher voltage, PECO shall notify Verizon before construction in accordance with Section 6 of the Operating Routine. Verizon will review its bonding and grounding needs notify PECO of such need in accordance with Section 6 of the Operating Routine.

B. Whenever either party desires to change the character of its circuits on any joint use poles and such change might affect the inductive nature of the facility, or which will necessitate changes in clearance separations as provided in Article 3, that party shall notify the other party in writing of such contemplated change and the joint use of such poles shall continue with such changes in construction as may be required to meet the terms of Article 3. Should the parties fail to agree upon conditions which would permit continued joint use, they shall then cooperate to determine the most practical and economical method of effectively providing for separate lines. In the event that the parties cannot agree as to the method of effectively providing for separate lines, Licensee shall remove its attachments from the jointly used poles at its expense as soon as practicable.

C. Licensee or Owner may at any time, abandon the use of any joint use pole and remove all of its attachments therefrom. Any liabilities, fees or charges incurred under this Agreement prior to the removal shall not be terminated or affected thereby.

D. If Owner shall desire to abandon the use of any joint use pole, and Owner is not obligated to remove or relocate such pole, Owner shall give Licensee at least sixty (60) days notice in writing to that effect prior to the abandonment. Licensee, before the expiration of the period of notice, shall signify in writing its intention to either purchase the pole or to also remove its attachments from the pole. If Licensee shall signify its intention to purchase the pole, Licensee shall pay to Owner such equitable sum as may be agreed upon and Owner shall thereupon deliver to Licensee an appropriate instrument transferring title thereto. If Licensee shall signify its intention to remove its attachments from the pole but has not done so at the expiration of the period of notice, and Owner has abandoned the use of the pole, all liabilities in and to said pole shall be vested absolutely in Licensee except such prior liabilities hereinbefore mentioned. However, Licensee must remove its attachments from such pole within six months after the period of notice or purchase the pole as hereinbefore described unless otherwise mutually agreed to.

E. If Owner shall desire to abandon the use of any joint use pole, and Owner is obligated to remove or relocate such pole, Owner shall give Licensee at least sixty (60) days notice in writing to that effect prior to the abandonment so that Licensee may also remove its attachments. ~~If Licensee shall have failed to remove its attachments within the period of notice~~ and Owner has abandoned the use of the pole, all liabilities in and to said pole arising after the abandonment shall be vested absolutely in Licensee except such prior liabilities hereinbefore mentioned.

F. If Licensee abandons joint use within the City of Philadelphia, Licensee must notify Owner within thirty (30) days after its facilities have been removed.

**ARTICLE 18**

**DIVISION OF COSTS**

A. Costs associated with pole replacements shall be determined according to a schedule of costs to be developed by the Designated Representatives. This schedule of costs may be modified from time to time as mutually agreed upon by the Designated Representatives.

B. New poles, forty-five (45) feet or less in length, which are erected under the provisions of Article 6 shall be furnished and erected at Owner's expense. Height in excess of forty-five (45) feet shall be at the expense of the party requiring such excess height.

C. The replacement, by Owner, of an existing pole for the sole benefit of Licensee, whether to establish joint use or to accommodate additional joint use, shall be at the expense of the Owner. Licensee shall reimburse Owner for any additional height required plus the value-in-place of the pole replaced.

D. The replacement, by Licensee, of an existing pole for the sole benefit of Licensee, whether for maintenance, to establish joint use, or to accommodate additional joint use shall be at the expense of Owner when ownership of the pole will not change. The cost to Owner shall be the installed cost of a new pole equal in height to the pole replaced, less the value-in-place of the pole replaced. The Licensee shall be responsible for installed pole cost in excess of the above if a higher pole is used in replacement at the Licensee's request.

E. The replacement by Licensee of an existing pole for the sole benefit of Licensee, whether for maintenance, to establish joint use or to accommodate additional joint use, shall be at the expense of Licensee when the ownership of the pole changes. The former Owner shall be responsible for the cost of relocating its attachments. Licensee shall reimburse the former Owner for the value-in-place of the pole replaced.

F. Replacement of a pole by Owner for Owner's sole benefit or for maintenance purposes shall be at Owner's expense.

G. The replacement or relocation of a joint use pole for reasons, for which neither party is solely responsible, including requirements of public authorities, shall be at Owner's expense.

H. Transfers and rearrangements shall be made by the Owner of the attachments without charge to the Licensee, except as outlined in Article 16.

I. Owner may provide additional pole height requested by Licensee by the use of extensions at the base or top of the pole when mutually agreeable to both parties. If Verizon is Owner, it will be responsible for the material cost of the extension and PECO will install the extension at its cost. If PECO is Owner, it will supply and install the extension and Verizon will pay PECO the differential cost between the installation of a pole of like size and a pole five feet higher.

## ARTICLE 19

### RECORDS OF JOINT USE POLES

A. A record shall be maintained by each party of those poles jointly used in the common territory within and outside the City of Philadelphia. Beginning with December 31, 2003 and continuing until December 31, 2005, the number of jointly occupied poles owned by each party in the common territory within and outside the City of Philadelphia is established to be the following:

Number of jointly occupied poles owned by PECO: 207,372  
Number of jointly occupied poles owned by Verizon: 123,710

The Licensee, either prior to or within thirty (30) days subsequent to the establishment or discontinuance of joint use shall notify Owner in writing, using such format as may prove acceptable to both parties. Following December 31, 2005, these notifications shall become a part of the record of joint use and shall be used in developing the total number of poles on which attachment rentals are to be paid at each billing period.

B. A new survey may be requested by either party to determine the actual number of jointly occupied poles by each party. The date of commencement of the first survey, subsequent to the execution of this Agreement shall be mutually determined. Subsequent surveys will commence no sooner than five (5) years after the concurrence of the results of the survey last conducted.

C. Such surveys shall determine the number of jointly occupied poles owned by each party. Once the results of the survey are accepted by both parties, the results will become the record of joint use poles as of December 31st of the prior calendar year and be used to calculate the rental fees for the current calendar year.

D. The number of joint use poles determined by the survey shall be adjusted semi-annually. Each party shall report to the other party the actual change in the number of jointly occupied poles within the common service territory as of the last day of December and June. This change, when applied to the last established total of owned poles shall become the new total of jointly occupied poles owned by each party. This number of joint use poles shall be submitted by each party as Owner to the other party as Licensee indicating the total number of jointly used poles of Owner as of the last day of the preceding December or June, respectively.

E. Rental payments made shall be subject to retroactive adjustments based on the results of the new survey and at the rental rates applicable at the time the rental payments were made. However, the results of the first survey completed following the execution of this Agreement will be used to establish the actual number of joint use poles owned by each party. No retroactive adjustments based on the results of this first survey will be made to any payments made prior to the completion of the survey.

## ARTICLE 20

### RENTAL FEES

A. Rental shall be paid to Owner by Licensee for each of Owner's poles to which Licensee is attached, regardless of the purpose of the attachment. Push braces are considered to be guys.

B. The following fees may not be disclosed by either party to any third party without the written consent of the other party, except each party may disclose the fees to its affiliates and Parent Corporation only for the purposes of performing this Agreement, or except as otherwise required by applicable law.

The annual rental fees, as established through negotiation, as set as follows:

Annual rental fee charged to Verizon for attachment to poles owned by PECO, for attachment between January 1, 2003 and December 31, 2003: \$47.25

Annual rental fee charged to PECO for attachment to poles owned by Verizon, for attachment between January 1, 2003 and December 31, 2003: \$50.84

Annual rental fee charged to Verizon for attachment to poles owned by PECO, for attachment after December 31, 2003: \$30.65

Annual rental fee charged to PECO for attachment to poles owned by Verizon, for attachment after December 31, 2003: \$21.30

C. These annual rental fees per jointly used pole shall continue from year to year at this rate until a new survey is performed. Following completion of the first new survey, either party can request, in writing, that the method of calculating new rates be renegotiated. These new rates would then be effective for payments made in the next calendar year following the calendar year in which new rates are established.

D. Payments of all rentals under this Agreement shall be due and payable semi-annually on March 31st and September 30th in each year during the continuance of this Agreement, and will be based on the number of poles jointly used as established under Article 19. The party having the net debit balance shall make payments therefor to the other party.

#### ARTICLE 21

##### PAYMENT OF TAXES

Owner shall pay all taxes and fees legally levied on joint use poles except where authorities levy taxes or fees legally on each party in which case each shall be responsible for payment as stipulated by law.

#### ARTICLE 22

##### ASSIGNMENT OF RIGHTS

Neither party shall assign or otherwise dispose of this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld provided, however, that nothing herein shall prevent or limit the right of either party, nor shall such written consent be required, to lease or transfer any or all its property, rights, privileges and franchises to another corporation organized for the purpose of conducting a business of the same general character as that of the lessor or transferor, or to enter into any lawful merger or consolidation, or to make a general mortgage of all its property, rights, privileges and franchises, and in case of such lease, transfer, merger, consolidation or mortgage, the rights and obligations acquired under this Agreement shall pass to the lessee, assignee, merging or consolidating company or trustee under such mortgage. All liabilities hereunder shall bind and all rights acquired hereunder shall inure to the successors and assigns of the parties to the extent in this Article provided.

#### ARTICLE 23

##### WAIVER OF TERMS OR CONDITIONS

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

## ARTICLE 24

### DEFAULTS

A. If Licensee shall be in default in any of its obligations stipulated herein, and such default continues for a period of ninety (90) days subsequent to written notice given by Owner, Owner may, if it so elects, permanently terminate Licensee's right to attach to poles with respect to which such default exists, in which event Licensee shall promptly remove its attachments from such poles at its expense. Upon the failure of Licensee to so remove its attachments Owner may remove such attachments and Licensee shall pay Owner the cost of such removal. Such termination shall not be construed as a waiver of the right to enforce any liabilities for costs incurred or to be incurred for the collection of any sums theretofore or thereafter due.

B. If Owner shall be in default in any obligations stipulated herein, and such default continues for a period of ninety (90) days subsequent to written notice thereof given by Licensee, Owner hereby agrees to pay in connection with such default, all costs and expenses reasonably incurred by Licensee as a result of such default in assuring the safety and adequacy of its service.

## ARTICLE 25

### TERM OF AGREEMENT

This Agreement shall become effective on the date first above written and may be terminated, so far as concerns further granting of joint use, by either party hereto at the expiration of five (5) years from the effective date hereof upon one (1) year's notice in writing to the other party of an intention so to terminate it; provided, that if not so terminated, it shall continue thereafter until terminated by either party at any time upon one (1) year's notice in writing to the other party as aforesaid; and provided further that notwithstanding such termination, this Agreement shall remain in full force and effect with respect to all poles jointly used by the parties hereto at the time of such termination and to any replacement of such poles.

## ARTICLE 26

### INDEMNIFICATION

A. To the fullest extent permitted by law, Verizon will indemnify, hold harmless and upon request defend PECO (with counsel reasonably acceptable to PECO), its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively "PECO") from and against all losses, costs, claims, damages, expenses (including reasonable attorneys fees and costs) and liabilities sustained or incurred by PECO and any and all claims, demands, suits and causes of action brought or raised against PECO by reason of any and all damage, loss or injury of any kind, direct or indirect, to property or to any entities or persons, including but

not limited to Verizon's employees or agents, arising directly or indirectly out of, resulting from, relating to or connected with any negligent act or omission of Verizon, its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively "Verizon") at, on or about the joint use poles, and notwithstanding anything to the contrary in this Agreement, such obligations to defend, indemnify and hold harmless PECO shall survive any termination of this Agreement; provided that the foregoing indemnity shall not apply to any losses or claims to the extent the same result from the negligence or intentional misconduct of PECO.

Provided further that Verizon's obligation to defend, indemnify and hold harmless PECO shall include but not be limited to any and all claims, demands, suits or causes of action for bodily injury or property damage arising directly or indirectly out of any vehicle, object or person striking or otherwise coming into contact with a pole owned by Verizon, regardless of whether such injury, loss or damage is caused or is alleged to have been caused, in whole or in part, by the negligence, fault, act, error, omission or intentional misconduct of Verizon or PECO, their employees or agents. This obligation shall apply regardless of whether any lines or equipment owned by PECO are attached to such pole and regardless of whether PECO exercises control over, or has made any recommendation concerning, the location of such pole. However, this obligation shall apply only to claims arising from contact with the pole itself. Verizon shall have no obligation to defend, indemnify or hold harmless PECO where any vehicle, object or person strikes or otherwise comes in contact with any PECO owned attachment to such pole, regardless of whether any such vehicle, object or person also strikes or otherwise comes into contact with the pole itself.

Provided further that, with regard to any losses, claims, demands, suits or causes of action arising out of bodily injury sustained at, on or about the joint use poles by employees or agents of Verizon or contractors hired by Verizon, Verizon's obligation to defend, indemnify and hold harmless PECO shall apply regardless of whether such injury is caused or is alleged to have been caused, in whole or in part, by the negligence, fault, act, error, omission or intentional misconduct of Verizon or PECO, their employees or agents.

However, in no event shall Verizon be liable to PECO for any damage to aerial lines owned by PECO or economic loss, liabilities, damages, costs or expenses sustained or incurred by PECO as a result of such damage, resulting directly or indirectly from PECO's use of poles owned by Verizon, including but not limited to damage caused directly or indirectly by the proximity of Verizon's and PECO's lines, regardless of whether such damage is caused or alleged to have been caused, in whole or in part, by the negligence, fault, act, error, omission or intentional misconduct of Verizon, its employees or agents.

B. To the fullest extent permitted by law, PECO will indemnify, hold harmless and upon request defend Verizon (with counsel reasonably acceptable to Verizon), its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively "Verizon") from and against all losses, costs, claims, damages, expenses (including reasonable attorneys fees and costs) and liabilities sustained or incurred by Verizon and any and all claims, demands, suits

and causes of action brought or raised against Verizon by reason of any and all damage, loss or injury of any kind, direct or indirect, to property or to any entities or persons, including but not limited to PECO's employees or agents, arising directly or indirectly out of, resulting from, relating to or connected with any negligent act or omission of PECO, its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively "PECO ") at, on or about the joint use poles, and notwithstanding anything to the contrary in this Agreement, such obligations to defend, indemnify and hold harmless Verizon shall survive any termination of this Agreement; provided that the foregoing indemnity shall not apply to any losses or claims to the extent the same result from the negligence or intentional misconduct of Verizon .

Provided further that PECO's obligation to defend, indemnify and hold harmless Verizon shall include but not be limited to any and all claims, demands, suits or causes of action for bodily injury or property damage arising directly or indirectly out of any vehicle, object or person striking or otherwise coming into contact with a pole owned by PECO, regardless of whether such injury, loss or damage is caused or is alleged to have been caused, in whole or in part, by the negligence, fault, act, error, omission or intentional misconduct of PECO or Verizon, their employees or agents. This obligation shall apply regardless of whether any lines or equipment owned by Verizon are attached to such pole and regardless of whether Verizon exercises control over, or has made any recommendation concerning, the location of such pole. However, this obligation shall apply only to claims arising from contact with the pole itself. PECO shall have no obligation to defend, indemnify or hold harmless Verizon where any vehicle, object or person strikes or otherwise comes in contact with any Verizon owned attachment to such pole, regardless of whether any such vehicle, object or person also strikes or otherwise comes into contact with the pole itself.

Provided further that, with regard to any losses, claims, demands, suits or causes of action arising out of bodily injury sustained at, on or about the joint use poles by employees or agents of PECO or contractors hired by PECO, PECO's obligation to defend, indemnify and hold harmless Verizon shall apply regardless of whether such injury is caused or is alleged to have been caused, in whole or in part, by the negligence, fault, act, error, omission or intentional misconduct of PECO or Verizon, their employees or agents.

However, in no event shall PECO be liable to Verizon for any damage to aerial lines owned by Verizon or economic loss, liabilities, damages, costs or expenses sustained or incurred by Verizon as a result of such damage, resulting directly or indirectly from Verizon's use of poles owned by PECO, including but not limited to damage caused directly or indirectly by the proximity of PECO's and Verizon's lines, regardless of whether such damage is caused or alleged to have been caused, in whole or in part, by the negligence, fault, act, error, omission or intentional misconduct of PECO, its employees or agents.

## ARTICLE 27

### NOTICES

Except as otherwise provided in Section 6 of the Operating Routine, all notices given by either party to the other shall be deemed to have been properly given only when written notice or other written statement or document, as the case may be, has been served (i) by email, (ii) by same day overnight commercial delivery service or (iii) by deposit in the United States mail in a postage paid return receipt requested certified envelope addressed to the Designated Representative of each party, which the parties agree shall be:

In the case of service upon PECO:

PECO Energy Company  
Attention: Director, Real Estate & Facilities  
2301 Market Street  
Philadelphia, PA 19103  
Telephone: 215-841-5380  
Email: mike.williams@peco-energy.com

In the case of service upon Verizon:

Verizon Pennsylvania Inc  
Attention: Manager Joint Use & 3<sup>rd</sup> Party Access  
180 Sheree Boulevard Suite 2100  
Exton, Pa 19341  
Telephone: 610-280-2152  
Email: Norman.L.Parrish@verizon.com

Either party may change its address for service by giving notice of the new address to the other party. Notices shall be effective upon receipt or when delivery is refused on a normal business day. For purposes of notice, the term "days" as used in this Agreement shall mean business days.

## ARTICLE 28

### MISCELLANEOUS

A. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

B. No persons other than the parties hereto or their permitted assigns shall be deemed to have any interest under this Agreement.

C. This Agreement represents the entire agreement of the parties and shall be amended only by a writing signed by all parties.

D. If any provision of this Agreement is found to be unenforceable, the balance of this Agreement shall continue to be in full force and effect.

E. This Agreement may be executed in two or more counterparts, each of which shall be an original. It shall not be necessary in making proof of the contents of this Agreement to produce or account for more than one such counterpart.

F. The section headings of this Agreement are for convenience only and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

G. The covenants and agreements of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed the day and year first above written.

**PECO ENERGY COMPANY**

By    
Michael A. Williams, Director  
Real Estate & Facilities

**VERIZON PENNSYLVANIA INC**

By   
Director – Engineering and Technology

OPERATING ROUTINE – Exhibit "A"  
For use with the  
AGREEMENT FOR THE JOINT USE OF POLES  
Between  
VERIZON PENNSYLVANIA INC  
and  
PECO ENERGY COMPANY

1.0 Schedule of Costs (Effective July 1, 2007)

1.01 - Schedule "A"

New Pole Costs

Pole height	Verizon Cost	PECO Energy Cost
25'	\$ 600	
30'	\$ 640	\$ 742
35'	\$ 720	\$ 799
40'	\$ 800	\$ 865
45'	\$ 880	\$1,247
50'	\$ 980	\$1,304
55'	\$1,020	\$1,699
80'		\$1,878
65'		\$1,998

1.02 - Schedule "B"

Pole Top Extension Installation Costs

\$602	Pole Top Extension	54"	
	Pole Top Extension	72"	\$975
	Pole Top Extension	120"	
			\$1,147

1.03 - Schedule "C"

Computation of Pole Purchase/Sales Price or Value In Place

Age of Pole	% of New Pole Cost	Method:
0-2 Years	100%	Schedule "A" Pole  Cost (Above) multiplied by the Schedule "C" Percentage equals the Purchase/Sales Price  , Value in Place
3-5 Years	90%	
8-8 Years	80%	
9-12 Years	70%	
13-15 Years	60%	
18-20 Years	50%	
21-25 Years	30%	
26-30 Years	10%	
31+ Years	0%	

1.04 - Schedule "D"

Pole Replacement - Emergency After Hours

Paragraph	Description	Pole Height	Cost
1.04A	PECO Energy replaces Verizon pole, permanently transfers Verizon attachments, and removes old pole.	30'	\$1,627
		35'	\$1,684
		40'	\$1,918
		45'	\$2,590
		50'	\$2,647
		55'	\$3,154
1.04B	PECO Energy replaces Verizon pole, but unable to transfer Verizon attachments, PECO Energy tops pole.	30'	\$1,650

	leaves old pole for Verizon to transfer attachments and remove old pole.		
		35'	\$1,690
		40'	\$1,730
		45'	\$2,105
		50'	\$2,150
		55'	\$2,790
1.04C	PECO Energy replaces PECO Energy poles and transfers Verizon attachments		\$ 200

## 2.0 - Billing Interpretations - New Construction

### 2.01 - Case #1

New pole construction; Joint Use can be accommodated on pole(s) 45' in height.

\* No Billing. Owner will place poles 45' or less in height. (Ref. Art. 6 and Art. 18, Paragraph "B").

### 2.02 - Case #2

New pole construction - Pole(s) 55' in height are required to meet Licensee's needs.

- Owner bills Licensee for 10' of height in excess of 45'. This is calculated by subtracting owners cost of a 45' pole from owners cost of a 55' pole as shown in Schedule "A" (Para. 1.01, this routine). (Ref. Art. 6 and Art. 18, Paragraph "B").

### 2.03 - Case #3

New pole construction - Series of poles 45' in height are required plus one pole 55' in height to accommodate Licensee's joint use requirements.

\* No billing for 45' poles. Owner bills Licensee for 10' of height in excess of 45'. This is calculated by subtracting owners cost of a 45' pole from owners cost of a 55' pole as shown in Schedule "A" (Para. 1.01, this routine). (Ref. Art. 6 and Art. 18, Paragraph "B").

## 3.0 - Billing Interpretations - Replacement of Poles

### 3.01 - Case #1

Existing joint or non-joint use pole has sufficient space but pole top is cracked and needs replacement to accommodate Licensee's additional or new joint use.

\* Owner replaces with new pole of same size with no billing. (Ref. Art. VII, Art. 8 and Art. 18, Paragraph "C" and "F").

3.02 - Case #2

Existing joint or non-joint use 40' pole requires replacement with new 45' pole to permit additional or new joint use by Licensee.

\* Owner bills Licensee for owner's cost difference between 40' and 45' pole using Schedule "A" costs plus the Value in Place of the pole replaces.

3.03- Case #3

Same as Case #2 (3.02 above) except owner cannot replace pole(s) in time to meet Licensee's commitments. Licensee replaces pole(s) but owner retains ownership. When Licensee requests replacement of pole(s), written notice shall be given to owner in advance based on the following Schedule in Section 6.00 below. Owner shall respond to Licensee within time frame listed and state whether request can be met. If request cannot be met, Licensee will arrange for replacement and bill owner accordingly.

\* Licensee bills owner for replacement work using Licensee's Schedule "A" costs. Costs in excess of a 45' pole are the responsibility of the Licensee. Licensee reimburses owner for Value in Place of poles replaced. (Ref. Art. 7, Art. 8 and Art. 18, Pam. "0").

3.04- Case #4

During normal working hours, Licensee, with owner's permission, replaces 45' pole which has been broken by a vehicle and the ownership does not change.

\* Licensee bills owner Licensee's Schedule "A" costs for size of pole replaced (Para. 1.01, this routine). (Ref. Art. 9, Para. "A"; Art. 16, Pam. "A" & "B"; Art. 18, Pare. "0").

3.05 - Case #5 (Previously Case #6)

Existing pole owned by Verizon. PECO Energy requires additional height and it is mutually agreed that a pole top extension should be installed

\* PECO Energy will supply and install the pole top extension and bill Verizon the material cost of the extension (Pam. 1.02, this routine); (Ref. Art. 8 and Art. 18, Pam. "T").

3.06- Case #6 (Previously Case #7)

Same as Case #5 (3.05 above) except that PECO Energy owns the pole and Verizon requires additional height.

\* PECO Energy will supply and install the pole top extension and bill Verizon for 5' of height in excess of height of existing pole. This is calculated by subtracting PECO Energy's costs for poles as shown in Schedule "A" (Pam. 1.01, this routine). (Ref. Art. 7, Art. 8 and Art. 18, Pam. "T").

4.0 - Billing Interpretations - Purchase and Sale of Poles

4.01 - Case #1

Owner is removing all attachments from pole. Pole does not need to be removed from location and Licensee signifies continued need for pole. Pole is 30' in height and 12 years old (age of pole is computed by subtracting year of placement from year of abandonment by owner).

\* Owner will sell pole to Licensee for price calculated by multiplying owner's cost of new 30' pole as shown in Schedule "A" by the percentage shown in Schedule "C" for a 12 year old pole. (Pam. 1.01 and 1.03, this routine).

4.02 - Case #2

Same as Case #1, (4.01 above), except that existing pole is 45' in height and Licensee requires only a 30' pole.

\* Owner will sell pole at price calculated on the conveyed length, not on the original length of the pole. (30' in this case)

5.0 - Billing Interpretations - Emergency After Hours Pole Replacements

5.01 - Case #1

A any joint use pole owned by Verizon is broken by a vehicle and requires replacement outside of normal working hours. PECO Energy replaces pole, permanently transfers Verizon facilities and removes old pole. Verizon to retain ownership.

\* PECO Energy bills Verizon Schedule "D" cost for size of pole replaced (Pam. 1.04 "A" this routine). (Ref. Art. 16-A, Pam. "A", "B", and "F").

5.02 - Case #2

A any joint use pole owned by Verizon is broken by a vehicle and requires replacement outside of normal working hours. PECO Energy replaces pole, but is unable to transfer Verizon facilities. Verizon to retain ownership.

\* PECO Energy bills Verizon Schedule "D" cost for size of pole replaced Para. 1.04 "B", this routine). (Ref. Art. 16-A, Para. "A", "D", and "F").

5.03- Case #3

A any joint use pole owned by PECO Energy is broken by a vehicle and requires replacement outside of normal working hours. PECO Energy replaces pole, permanently transfers Verizon facilities and removes old pole.

\* PECO Energy bills Verizon Schedule "D" cost to transfer Verizon facilities (Para1.04 "C", this routine). (Ref. Art. 16-A, Para. "A", "C", and "F").

5.04 - Case #4

A any' joint use pole owned by PECO Energy is broken by a vehicle and requires replacement outside of normal working hours. PECO Energy replaces pole, but is unable to transfer Verizon facilities.

\* No Billing (Ref. Art. 16-A, Para. E", and "F').

6.0 Required Notices for Work.

All notices to complete work given by either party to the other shall be deemed to have been properly given only when the appropriate request to complete work substantially in the form attached hereto as Schedule 1 has been served in accordance with Article 27 of the Amended and Restated Joint Pole Agreement.

**SCHEDULE 1**

**PECO ENERGY REQUEST  
FOR VERIZON TO COMPLETE WORK**

1. Initiation of job request (To be completed by PECO individual requesting work)
  - a. Verify ICC form with the following Information
    - i. PECO Job #
    - ii. Origination date
    - iii. Need by date
    - iv. Location of Work (municipality, county, street, 2 cross streets, ADC map#)
    - v. Scope of Work
    - vi. Contact name, title, address and phone number
    - vii. Pole number and size
    - viii. Voltage
    - ix. Request number
    - x. Scope of work
  - b. Email
    - i. Power Request should be sent via email to: [verizon.icc@verizon.com](mailto:verizon.icc@verizon.com)
2. Once ICC has been received
  - a. Assign PECO ICC to engineer and update Verizon data base
  - b. Route ICC to appropriate department for planning and scheduling
3. Once job has been planned and scheduled
  - a. Update data base with schedule info from construction
  - b. Inform requester of any changes in scope of original request
  - c. Track job and update data base if schedule changes

Close job in database once notify from construction job is complete
4. Minimum Amount of Notice

Except as otherwise provided in the Amended and Restated Joint Pole Agreement, the minimum amount of notice and required response time for work requests shall be as follows:

No. of Poles	Min. Amount Notice	Response Period from Receipt of Notice
1-10	3 months	2 weeks
10-30	5 months	1 month
30 and over	7 months	1 month

**VERIZON REQUEST FOR  
PECO ENERGY TO COMPLETE WORK**

1. Initiation of job request (To be completed by Verizon individual requesting work)

a. Verify ICC form with the following Information

- xi. Verizon Job #
- xii. Origination date
- xiii. Need by date
- xiv. Location of Work (municipality, county, street, 2 cross streets, ADC map#)
- xv. Scope of Work
- xvi. Contact name, title, address and phone number
- xvii. Pole number and size
- xviii. Voltage
- xix. Request number
- xx. Scope of work

b. Email

ii. Verizon request should be sent via email to:  
Delaware and Chester County- Colleen Dolan, colleen.dolan@peco-energy

Bucks and Montgomery County- Carol Kemmerer  
carol.kemmerer@peco-energy.com

Philadelphia-Rosemary Mele,  
rosemary.mele2@exeloncorp.com

(Bill is going to see if he can get generic email address)

2. For simple transfers of PECO facilities

- Create a work order in PassPort
- Description of work requested (include "transfer facilities" in description)
- Location of work requested, including township
- Pole number(s)
- Estimate 3 men 4 hours for each pole transferred
- Priority 4 (would now be priority 40)
- Work order type "CO" (would now be FR)
- Job type "BT"
- If possible, work by circuit
- Charge to project number EDFBELLTY – Delaware/Chester  
EBFBELLTY – Bucks /Mont  
EPFBELLTY - Philadelphia
- Forward to Work Control Group for scheduling

3. For requests for pole replacements

- Create a work order as noted above
- Estimate 3 men 8 hours for each pole replaced

-Forward to Work Control Group for scheduling

Notes:

- If schedule dates do not meet requester's timeline those jobs will need to be worked on a case by case basis through the single point of contact from both companies.
- For large jobs a detailed sketch should accompany the ICC (if sketch is too large to scan, it can be mailed)
- Customers should have both a Verizon and PECO contact

4. Minimum Amount of Notice

Except as otherwise provided in the Amended and Restated Joint Pole Agreement, the minimum amount of notice and required response time for work requests shall be as follows:

No. of Poles	Min. Amount Notice	Response Period from Receipt of Notice
1-10	3 months	2 weeks
10-30	5 months	1 month
30 and over	7 months	1 month

MASTER POLE ATTACHMENT  
AGREEMENT

Between

PECO Energy Company

and

Comcast Cable  
Communications  
Management LLC

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## MASTER POLE ATTACHMENT AGREEMENT

THIS MASTER POLE ATTACHMENT AGREEMENT (this "Agreement") is made as of the 17<sup>th</sup> day of July, 2017 (the "Effective Date"), by and between PECO Energy Company, a Pennsylvania corporation ("PECO") and Comcast Cable Communications Management LLC, a Delaware limited liability company ("Licensee", which term shall include its affiliates and wholly-owned subsidiaries).

### BACKGROUND

- A. PECO and Licensee are parties to a series of pole attachment agreements dating back to 1981 as listed on Exhibit A-1 attached hereto (the "Prior Agreements").
- B. PECO and Licensee desire to consolidate the Prior Agreements into this Agreement.

In consideration of the mutual covenants, terms and conditions herein contained and intending to be legally bound, the parties agree as follows:

### 1.0 PURPOSE AND CONSTRUCTION OF AGREEMENT.

1.1 Licensee desires to continue to locate, and to make new attachments of, certain of its network facilities on electrical distribution poles that are owned by PECO.

1.2 The parties agree that it would serve their mutual economic and other interests of Licensee, under the conditions set forth herein and to the extent it may lawfully do so, to attach its antennae, support mounts and structures, fiber optic cable, cable equipment, microcell and all approved accessories (collectively, the "Equipment") to PECO's Poles. PECO will permit the placement of Licensee's Equipment to certain of such Poles, provided (a) PECO receives appropriate compensation as set forth in this Agreement, (b) PECO is protected from all liability that may result from Licensee's use of such Equipment or PECO Poles (except as otherwise provided herein), and (c) such Equipment does not materially interfere with PECO's own service and operating requirements, including considerations of safety, reliability, and engineering. The permission to use PECO Poles being granted by PECO to Licensee hereunder shall be subject and subordinate in all respects to PECO's service and operating requirements.

1.3 This Agreement is not intended, and shall not be construed, to authorize any action by Licensee that would adversely affect the quality or reliability of the service provided by PECO. Nor shall it be construed so as to preclude PECO from taking any action that it considers reasonably necessary or appropriate to maintain the reliability or quality of such service or to ensure the safety of its employees, its customers, or the public.

1.4 Through this Agreement, PECO intends to give Licensee and Licensee intends to receive a license to use particular PECO Poles for Licensee's Equipment only

in the manner and solely for the purposes set forth herein. No leasehold or easement rights and no interest in real estate or other interest in property is granted or intended to be granted by this Agreement. No use, however extended, of PECO Poles under this Agreement shall create or vest in Licensee any ownership or property rights in PECO Poles.

1.5 Licensee acknowledges that this Agreement was negotiated between PECO and Licensee, that Licensee has had an adequate opportunity to review the Agreement, that it has made an independent assessment of the business risks and benefits of entering into this Agreement, and that based on this evaluation, Licensee desires to enter into this Agreement.

1.6 The laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles, shall govern the construction of this Agreement.

## **2.0 DEFINITIONS.**

2.1 "Pole Attachment Application" ("Application") means the Application in the form attached hereto as Exhibit "A" submitted by Licensee to obtain permission from PECO for the placement, Modification or removal of any of Licensee's Equipment on or from PECO Poles.

2.2 "Approved Contractor" means any person designated by Licensee as a qualified contractor to perform work or render services under this Agreement on PECO Poles approved in writing by PECO.

2.3 "Attachment" or "Attachments" means one or more items of Licensee's Equipment that is used by Licensee in providing wireline, wireless broadband or cable television service and that is placed on PECO Poles pursuant to this Agreement. An Attachment includes the vertical space on the Pole six inches below and six inches above the point of attachment.

2.4 "Wire" means a single aerial cable or wire or fiber optic strand used by Licensee to provide Licensee Service and any hardware or equipment mounted thereon, including without limitation cable amplifiers and splice boxes, that are owned by Licensee and attached to PECO Poles pursuant to this Agreement. Wire is "placed on" or "attached to" a PECO Pole if any portion of it is physically located on the PECO Pole. Licensee shall provide a detailed description of Licensee's Wire in its Application.

2.5 "PECO Pole" or "Pole" means an electrical distribution pole, the highest energized voltage of which is 69 kilo-volts, owned by PECO.

2.6 "Cost" or "Costs" means PECO's fully-allocated, actual and reasonable costs, including without limitation all direct costs for labor, time, services, material, contractors and related engineering and administrative expense, as reasonably determined by PECO in accordance with its standard and applicable engineering, construction, accounting and billing practices and procedures.

2.7 "Effective Date" means the date of this Agreement as set forth above.

2.8 "Equipment" means Licensee's antennae, support mounts and structures, fiber optic cable, cable equipment, microcell or other wireless equipment and all approved accessories or other equipment that are used by Licensee in providing wireline or wireless broadband service. Licensee shall provide a detailed description in its Application of such Equipment and the number of proposed Attachments to PECO Poles. An Attachment is "placed on" or is "attached to" a PECO Pole if it is physically located on the Pole.

2.9 "Environmental Laws" means all federal, state and local statutes, and all regulations or ordinances of any federal, state, county or local regulatory agency, relating to the protection of health, safety or the environment including, without limitation, the Clean Air Act, the Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substance Control Act, all statutes, rules and regulations applicable to wetlands and all similar state and local laws now or hereinafter enacted or amended.

2.10 "Facility" means an item of Equipment that is attached to PECO Poles. The term "Facility" shall include any Modification approved by PECO in accordance with this Agreement.

2.11 "Hazardous Materials" means any waste, pollutant, toxic substance or hazardous substance, contaminant or material regulated by any Environmental Laws including, without limitation, petroleum or petroleum- based substances or wastes, asbestos and polychlorinated biphenyls.

2.12 "Licensee Service" means the wireline, wireless broadband or cable television or other services provided or intended to be provided by Licensee to its customers using its Equipment.

2.13 "Make Ready" is the replacements, changes and rearrangements, if any, to the facilities, equipment or plant of PECO and the facilities of other users and all related engineering and administrative work necessary to accommodate the attachment of Licensee's Equipment, or its proposed Modifications.

2.14 "Marked-Up Application" means the Application as reviewed and completed by PECO to identify any Make Ready or installation work, the estimated Cost thereof and any special conditions governing placement, Modification or removal of any Equipment on or from PECO Poles. Each Marked-Up Application shall constitute a billing for the estimated Cost of any Make Ready or installation work described therein. The actual Cost of such Make Ready or installation work, if different from the estimate, may be "trued up" as set forth in Article 7.1, infra.

2.15 "Notice of Removal" shall have the meaning described in Section 9.1.

2.16 "Wireless" means the antenna, cable, support mounts and structures used by Licensee to provide wireless Licensee Service and any hardware or equipment mounted thereon, that are owned by Licensee and attached to PECO poles pursuant to this Agreement.

2.17 "Modification," "Modifications" or "Modify" means any change or alteration affecting the Equipment, including without limitation any change in the number, type, ownership or use of the Equipment, which causes the information provided by Licensee in the prior Application(s) to be incorrect or incomplete in any respect.

2.18 "Permit" means the document issued by PECO in the form attached hereto as Exhibit "B" when an Application is granted, providing permission to Licensee for the placement, Modification or removal on or from PECO Poles of the specific Equipment identified in the Marked-Up Application.

2.19 "Standards and Specifications" means all standards, practices, procedures, rules, regulations and other requirements adopted by PECO and applicable to the construction, installation, modification, repair, maintenance, use, operation, relocation or removal of any Equipment, as such requirements may be revised, modified, restated, supplemented or updated by PECO from time to time.

### **3.0 TERM OF AGREEMENT.**

3.1 This Agreement shall commence on its Effective Date and shall remain in effect for an initial period of five (5) years following the Effective Date (the "Initial Term"), unless terminated sooner in accordance with this Agreement. The Agreement will automatically renew on the same terms and conditions set forth herein for four (4) successive one (1) year renewal periods (each such one-year period referred to as a "Renewal Term"), except that the fees for each Attachment may be adjusted annually in accordance with Section 11.1.2 below ("Annual Fees"). The Agreement will be subject to termination by either party upon the giving by the party of written notice to the other party ninety (90) days prior to the end of the Initial Term, or thereafter ninety (90) days prior to the termination of the anniversary date of the then current Renewal Term, unless the Agreement is otherwise terminated in accordance with this Agreement.

### **4.0 AUTHORITY FOR ATTACHMENTS AND MODIFICATIONS.**

4.1 (a) No Equipment shall be attached to any PECO Poles or Modified until (a) an Application has been submitted by Licensee, reviewed, marked-up and approved by PECO, and accepted in marked-up form by Licensee, and a Permit has been issued by PECO, all in accordance with Articles 5.0, 6.0, 7.0 and 8.0 of this Agreement, and (b) Licensee has obtained all necessary permits, licenses, consents, certifications and approvals from all governmental authorities and third parties in connection therewith.

(b) Overlash. Licensee shall provide PECO with prior written notice of its intent to overlash. Such notice shall include a load study analysis ("Analysis"). If the Analysis is clear, then Licensee shall have the right to perform the overlashing

immediately upon providing the notice and Analysis to PECO. If the Analysis shows that Make Ready would be required, then Licensee shall, concurrent with the submission of the notice, submit an Application for Modification of Licensee's Equipment in accordance with Section 5, below. For the avoidance of doubt, the parties acknowledge and agree that there shall be no fees associated with the submission of an Application (excluding any fees associated with the required Make Ready work).

4.2 PECO may accept or reject an Application for a specific Pole or Poles in its reasonable discretion and may condition any such approval upon a specific size, location and manner of installation of the Equipment in its reasonable discretion in accordance with applicable law. Only as an example and not in any way as a limitation, PECO may withhold its consent to a particular PECO Pole or to a particular size, location or manner of installation if PECO determines that (i) Licensee's use of a proposed PECO Pole is unsuitable or incompatible with PECO's use or proposed use of the PECO Pole or other property of PECO, (ii) a site or PECO Pole has insufficient capacity, or for reasons based upon applicable industry, operational, safety, reliability or engineering standards, (iii) the Equipment jeopardizes the structural integrity or climbability of the PECO Pole, or (iv) the Site Permit violates any covenants and restrictions applicable to the PECO Pole, other PECO facilities, or the property on which it is located. Licensee is subject to PECO's right to use such PECO Pole for its corporate purposes, as is more fully set forth below.

4.3 Licensee agrees to comply with any and all applicable laws, statutes, ordinances, rules and regulations related to the installation, use and operation of its Equipment. Additionally, Licensee shall obtain and maintain, at its sole cost and expense, any and all easements, licenses, consents, franchises, certifications, permits or other authorizations required from any property owner or governmental entity in connection with the installation, use and operation of Licensee's Equipment on any PECO Poles. Licensee shall be responsible for the cost of all such permits or approvals, whether such charges are imposed against Licensee or PECO. PECO may, at its sole discretion, request evidence that all such easements, licenses, consents, franchises, certifications, permits, approvals and authorizations have been obtained and are in full force and effect, and Licensee agrees to provide the requested information within a reasonable amount of time.

4.4 Licensee shall not place any Equipment on PECO Poles until all necessary Make Ready work has been performed by PECO or its contractor, or Licensee's contractor approved in accordance with Section 5.10 hereof.

4.5 Licensee shall install, maintain and remove all Equipment in accordance with PECO's Standards and Specifications. Licensee shall be responsible for familiarizing itself with the Standards and Specifications. PECO will provide Licensee with a current copy of its Standards and Specifications at the time of execution of this Agreement. Subsequently, upon PECO's receipt from Licensee of a Pole Attachment Application for the placement, Modification or removal of any of Licensee's Equipment on or from PECO Poles, PECO will provide Licensee with a copy of its then-current Standards and Specifications.

4.6 The permission given by PECO to Licensee to use the PECO Poles under this Agreement shall in no way limit PECO's use of PECO Poles for its own business operations, or the rights or privileges previously given by PECO to any third parties, not party to this Agreement, to use any PECO Poles, whether or not such PECO Poles are at any time occupied by Licensee's Equipment.

4.7 In the event of any emergency or condition during installation that threatens persons or property, PECO may, in its sole discretion, order Licensee to stop work as appropriate. PECO will give such order and notice in such manner as is practicable under the circumstances.

## **5.0 APPLICATION FOR ATTACHMENTS AND MODIFICATIONS.**

5.1 Licensee shall submit an Application to PECO for the attachment of any and all proposed Equipment to PECO Poles or for the Modification of any and all such Equipment and shall specify therein the kind of Attachment sought and the date proposed for such Attachment, a detailed description of the Equipment, the number of Attachments that are included as part of the Application, the proposed Modification, if any, to the Equipment and the location of the affected PECO Poles. Each Application for a Wireless Attachment shall indicate the Global Positioning Satellite coordinates for the pole to which Licensee wishes to attach. Each Application shall be accompanied by Licensee's payment of the required Application Fee.

Each Application for a Wireless Attachment shall detail the technical specifications of Licensee's proposed Equipment, including but not limited to Licensee's engineering plans provided by Licensee's engineer, an independent analysis of the structural integrity of PECO's Facilities in light of the Licensee's proposed attachments thereon, and Licensee's proposed frequency.

5.2 For each Wireless Attachment, Licensee shall evaluate the possibility of radio or frequency interference (for purposes hereof, "interference") between its Equipment and other existing uses on PECO's property. As part of its Application, Licensee shall, at Licensee's sole cost and expense, perform an intermodulation analysis, including all frequencies at the Site, and submit a copy to PECO as evidence of non-interference. PECO will provide to Licensee the frequencies being utilized by the other Wireless Attachments on the Pole. Licensee may, from time to time, re-utilize previously prepared intermodulation studies if such re-utilization is reasonable under the circumstances and such studies analyze the same frequencies as those involved at the subject Site. Licensee's execution of a Permit shall signify its determination that the existing uses will not cause interference to its Equipment, provided such existing uses and Licensee's Equipment are properly and lawfully installed and operated. If Licensee's Equipment interferes with any lawful use existing prior to the execution of the Permit, or if Licensee's Equipment causes measurable interference, as defined by the FCC, to PECO, or to other lawful users of PECO's property or distribution system with respect to those uses existing prior to the execution of the Permit, Licensee agrees to take all steps necessary to promptly correct and eliminate the interference. Notwithstanding any other provisions in this Agreement, if Licensee fails to correct and eliminate such interference within twenty-four (24) hours of

notice thereof, PECO shall have the option (but not the obligation) to require Licensee to cease all operations until such interference is corrected or eliminated and shall have the right (but not the obligation) to engage outside consultants, at Licensee's reasonable expense, to resolve interference issues. Following the installation of Licensee's Equipment, Licensee shall, at its own expense, if requested to do so by PECO, prepare and conduct an evaluation of the potential for interference, whether upon PECO's own behalf or as a result of concerns expressed to PECO by a third party.

5.3 Licensee agrees that the uninterrupted operation of PECO's Facilities and the provision of electricity to its customers are of paramount importance hereunder and, therefore, any mitigating of interference that may be caused to Licensee's Equipment by PECO's Facilities, existing or future, shall be solely Licensee's responsibility and accomplished solely at the expense of Licensee. Licensee shall eliminate such interference by adjustment to its Equipment or by termination of the applicable Permit. Under no circumstances shall PECO be required to interrupt, suspend or alter its uses of the PECO's Facilities in order to accommodate the Licensee or its rights granted hereunder, unless such interruption, suspension or alteration will not materially affect PECO's operations.

5.4 Unless otherwise agreed by PECO and Licensee, each Application submitted by Licensee to PECO for the attachment of proposed Equipment to PECO Poles or the Modification of such Equipment shall not exceed, in total, attachments to more than 50 PECO Poles.

5.5 Licensee shall have the right to accompany PECO, or a PECO designated contractor, on all pre-construction Pole walks scheduled by PECO to determine the nature and extent of required Make Ready work related to the proposed attachment of Licensee's Equipment to PECO Poles as set forth in the Application. PECO shall provide Licensee with sufficient notice of any such pre-construction inspection. With respect to Modifications, Licensee shall also have the right to accompany PECO on any field verifications scheduled by PECO to determine the feasibility of the proposed Modification set forth in the Application and whether any Make Ready work related to the proposed Modification is required. PECO shall provide Licensee with sufficient notice of any such field verifications. Licensee shall pay all reasonable Costs incurred by PECO in conducting such pre-construction Pole walks or conducting such field verifications.

5.6 Upon receipt of Licensee's Application, PECO will perform a survey, pole loading analysis for Wire Attachments and engage in all engineering and administrative activities necessary to determine whether the requested attachments can be made or grounds exist for denying an application ("Technical Review"). Such Technical Review shall be completed within 45 days of PECO's receipt of a complete Application. Licensee shall reimburse PECO for any and all actual and reasonable costs, fees, expenses or other liabilities incurred by PECO in preparation and completion of the Technical Review undertaken by PECO in processing an Application (collectively, "Permit Processing Expenses"). Licensee shall pay PECO, in advance, the estimated Permit Processing Expenses. If the actual Permit Processing Expenses incurred are greater than the estimated amounts paid by Licensee to cover those

costs, Licensee shall be liable to PECO for the excess cost, provided that in no event shall Licensee be responsible for any cost in excess of 110% of the estimate. If the Permit Processing Expenses actually incurred are less than the estimated amounts paid by Licensee, PECO shall reimburse or credit Licensee in the amount of the overpayment.

5.7 Unless the Application is denied, PECO will indicate on the Marked-Up Application the Make Ready work necessary to accommodate the proposed attachment of Licensee's Equipment or the proposed Modifications and the estimated Cost of such Make Ready work within 14 days after completion of the Technical Review. PECO will also specify on the Marked-Up Application any special conditions that will govern the proposed Modifications or the placement of Licensee's Equipment on PECO Poles.

5.8 If, after receiving the Marked-Up Application, Licensee still desires to have its Equipment placed on PECO Poles or to implement the proposed Modifications under

the terms and conditions indicated on the Marked-Up Application, Licensee shall accept such terms and conditions by signing the Marked-Up Application and returning the same to PECO within 14 days after delivery by PECO, together with payment in full of the estimated Make Ready Cost shown on the Marked-Up Application and applicable fees as set forth in Article 11.0.

5.9 PECO will cause Make Ready work on PECO's facilities, if any, identified in the Marked-Up Application to be scheduled and performed in accordance with this Article and Article 7. PECO will provide Licensee with a preliminary schedule for the work under each Application (which may not request or identify attachments to more than 50 Poles) as soon as reasonably practicable. As to each Application, once a preliminary schedule has been provided to Licensee, PECO will use commercially reasonable efforts to provide Licensee with such updated schedules as may from time to time exist, but such Make Ready work shall be completed with 75 days for Wire Attachments, and within 105 days for Wireless Attachments, from the date of the Marked-up Application. PECO will notify Licensee upon completion of such Make Ready work and issue a Permit authorizing the attachment, Modification or removal of Licensee's Equipment pursuant to the Marked-Up Application and subject to the terms and conditions set forth therein.

5.10 Notwithstanding the foregoing, at Licensee's option, a qualified electrical contractor approved by PECO may perform the Make-Ready work at Licensee's sole cost and expense.

## **6.0 ATTACHMENT OF EQUIPMENT TO PECO POLES.**

6.1 After completion of the Application process, provided the Attachments are not in or above the so-called "neutral" space above the communications space, Licensee shall, at Licensee's sole cost and expense, attach the Equipment to the designated PECO Poles or make any Modifications in accordance with (a) the terms and conditions of the Marked-Up Application, (b) PECO's then-current Standards

and Specifications, (c) all applicable laws, statutes, ordinances, rules and regulations imposed by any governmental entity with jurisdiction over the construction, operation, use, maintenance, repair, replacement or removal of the Equipment, PECO Poles or other facilities thereon, as amended from time to time, and (d) subject to PECO's right to permit attachments under applicable easements or licenses. Licensee will follow the procedures for a new PECO energy delivery customer necessary to activate the Equipment for use in their designated purpose. Licensee shall have the right to accompany PECO on any post-construction inspections scheduled by PECO to determine Licensee's compliance with the terms and conditions of this Agreement and the Marked-Up Application. PECO shall provide Licensee with sufficient notice prior to any such post-construction inspection. Licensee shall pay when billed for all reasonable Costs incurred by PECO in conducting any such post-construction inspections. No devices for the purpose of metering energy consumption may be attached to PECO Poles, provided Licensee is permitted to attach power supplies. It shall be the sole responsibility of Licensee to obtain necessary easements or rights-of-way or other permits or approvals to enable Licensee to install, operate and maintain Licensee's equipment.

If the Attachments are in or above the neutral space, Licensee shall cause a qualified electrical contractor approved by PECO to perform the installation of any and all Equipment, at Licensee's sole cost and expense, in accordance with the terms of Section 6.1 hereof.

6.2 All Wireless Equipment shall be clearly labeled at each pole location with Licensee's corporate name and a telephone number where a representative of Licensee can be reached, twenty-four (24) hours a day, seven (7) days a week, to receive reports of problems with the Equipment. Licensee shall investigate all such reports in a timely manner and perform all necessary repair and maintenance to remedy such problems.

6.3 PECO shall cause bonding of Licensee's Facilities to be made to PECO's multi-grounded neutral system in accordance with PECO's specifications. PECO will schedule such work in a manner that permits the work to be completed without conflict or interference with PECO's prior work commitments and regular business operations. Licensee shall pay PECO in advance for the Cost of the required bonding as determined and performed by PECO.

6.4 Placement or attachment of any of Licensee's Equipment at a new or different position on any PECO Pole shall, in each instance where such placement or attachment has not been specifically approved by a prior Permit, constitute a Modification requiring the submission of a new Application and Permit. This requirement does not apply in circumstances where Licensee places or attaches any of Licensee's Equipment at a new or different position on any PECO Pole at the request of a third party Licensee as part of that third party Licensee's make-ready work necessary to attach its equipment to the PECO Pole.

## **7.0 COST AND SCHEDULING OF MAKE READY.**

7.1 Licensee agrees to pay PECO, in advance, when billed for the estimated Cost of engineering work to be performed by PECO, including field survey, pole loading analysis, additional inspection of the proposed route of the Licensee's Facilities and design work necessary to accommodate Licensee's Facilities (the "Engineering Work"). Upon completion of the Engineering Work, if actual costs exceed or are below the estimated cost, the Cost of such Make Ready work may be "trued up" provided in no event shall Licensee be liable to pay Cost in excess of 110% of the estimated cost. If such actual Costs are less than the estimated cost, PECO shall provide Licensee with a credit or refund for such amount, such method to be determined by Licensee.

7.2 Licensee agrees to pay in advance the estimated Cost of all Make Ready, as such Cost is identified in the Marked-Up Application. Upon receipt of such payment and the Marked-Up Application as accepted by Licensee, PECO will cause the Make Ready work to be performed in accordance with a schedule that avoids commercially unreasonable conflict or interference with PECO's prior work commitments and regular business operations. The Make Ready work will be performed as soon as is reasonably practicable consistent with the preliminary schedule and any updated schedule(s) provided to Licensee in accordance with Article 5.8, above. Upon completion of the Make Ready Work identified in the Marked-Up Application, if actual costs exceed or are below the estimated cost, the Cost of such Make Ready work may be "trued up," provided in no event shall Licensee be liable to pay Cost in excess of 110% of the estimated cost. If such actual Costs are less than the estimated cost, PECO shall provide Licensee with a credit or refund for such amount, such method to be determined by Licensee.

7.3 Licensee may request in writing that all or part of the Make Ready work be performed on a schedule different than that which otherwise would be implemented by PECO pursuant to Articles 5.8 and 7.1. If Licensee makes such a request in writing, PECO will meet with Licensee to determine if the requested schedule is feasible and will not commercially unreasonably interfere with PECO's business operations and with its obligations to its own customers and to other Licensees. If PECO decides that it is feasible to undertake a different schedule for Make Ready work for Licensee than would otherwise result under Articles 5.8 and 7.1, based on Licensee's written request and PECO's meeting with Licensee, PECO and Licensee will negotiate a final schedule acceptable to both, which schedule will be confirmed in writing. Any revised schedule shall be subject to Licensee's agreement to pay PECO all costs incurred in meeting the revised schedule for Make-Ready, including, but not limited to, those costs associated with overtime and with penalties which may be owed to the bargaining unit for work performed by contractors.

## **8.0 MAINTENANCE AND REPAIR.**

8.1 PECO will maintain the PECO Poles and repair or replace PECO Poles as necessary to fulfill its own service requirements and as required by law. PECO is not required to maintain any PECO Poles for a period longer than is necessitated by its own service requirements. In the event that PECO determines that it will no longer

maintain a PECO Pole upon which any Equipment is attached, PECO will send Licensee ninety (90) days written notice that it will no longer maintain the PECO Pole. In such event, PECO may, in its sole discretion, offer Licensee alternative space on another PECO Pole for the Equipment, provided that such alternative space and PECO Pole is available.

8.2 Licensee shall, at its sole cost and expense, maintain its Equipment in good and safe condition and repair in accord with PECO's Standards and Specifications and in compliance with all applicable law, statutes, ordinances, rules and regulations, as referenced in Article 6.1 herein, including FCC regulations governing the maximum permitted levels of radio frequency energy exposure ("MPE") Licensee agrees to maintain its Equipment in such a manner so as not to endanger or interfere with the use of PECO Poles by PECO or others granted a right to attach to said PECO Poles. Upon receipt of any notice from PECO or any court or governmental entity that any Equipment of Licensee is interfering with or endangering any persons, equipment, property or facilities of PECO or any other party including the general public by exceeding MPE or otherwise, Licensee agrees that it will, at its sole cost and expense, immediately take all necessary steps to remedy such danger or interference. In the event Licensee fails to remedy such danger or interference within twenty-four (24) hours after notice thereof from PECO or any court or governmental entity, PECO will take all actions it deems necessary or appropriate to remedy such matter, including without limitation the removal from PECO Poles of any Equipment causing such danger or interference. PECO shall have no liability of any kind or nature whatsoever for any actions taken by PECO to remedy such danger or interference and, unless such liability is caused by PECO's gross negligence or willful misconduct, Licensee shall pay PECO upon demand for all Costs of such activities, provided that the interference was actually caused by Licensee's Equipment. Licensee shall pay the reasonable cost of testing Licensee's Wireless equipment for compliance with MPE by independent experts approved by PECO, as PECO reasonably may direct from time to time.

Notwithstanding the foregoing, a qualified electrical contractor approved by PECO, and not Licensee, will, at Licensee's sole cost and expense, perform all maintenance, repair and removal work on any of Licensee's Equipment located within or above the neutral space on PECO Poles.

8.3 Nothing contained in this Agreement shall be construed as a limitation, restriction or prohibition on PECO with respect to any agreement or arrangement PECO has heretofore entered into or may enter into in the future with respect to any PECO Poles. In no event will PECO be liable for any noise, induced voltages, currents or other interference affecting any of Licensee's Equipment. Except for the Make-Ready work expressly described in the Marked-Up Application, Licensee hereby acknowledges and agrees that PECO has not agreed to undertake any alterations or improvements to make the PECO Poles suitable for Licensee's intended use and that Licensee hereby accepts use of the PECO Poles in their AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS.

## **9.0 REMOVAL, REPLACEMENT OR RELOCATION.**

9.1 In the event Licensee wishes to remove any of its Equipment from any PECO Poles, Licensee shall submit to PECO a Notice of Removal in the form attached hereto as Exhibit "C" describing the location, number and type of Facilities to be removed. PECO will review the Notice of Removal and identify thereon any special conditions governing Licensee's removal of the subject Equipment. Upon Licensee's acceptance and return of the Notice of Removal, PECO will issue a Permit authorizing such removal. No refund of any fees or charges previously paid to PECO shall be made as a result of such removal. Licensee shall notify PECO in writing within ten (10) days after the completion of such removal work, and no adjustment in future fees due and payable by Licensee hereunder pursuant to Article 11 shall be made until PECO has received such notice of completion from Licensee and has had an opportunity to field verify the number of PECO Poles from which Licensee's Equipment have been removed.

If the Attachments to be removed are in or above the neutral space, Licensee shall cause at Licensee's expense a qualified electrical contractor approved by PECO to undertake the removal of any and all of Licensee's Equipment.

9.2 In the event that notice is provided by a governmental body that Licensee's use of any PECO Pole hereunder is in violation of any municipal, state or federal law, statute, ordinance, rule or regulation, over which said governmental entity has jurisdiction, or is not authorized by permit, license or other approval required from any governmental body, or in the event notice is provided by a property owner of such violation or unauthorized use, PECO may elect, in its sole discretion by written notice to Licensee, to revoke any Permit given under this Agreement authorizing Licensee's use of said PECO Pole, such revocation to be effective upon the ninetieth (90th) day following the date of such notice. In the event PECO elects to revoke such Permit, Licensee shall remove the subject Equipment, at Licensee's sole cost and expense, within ninety (90) days from the date of PECO's revocation notice. If, however, the governmental entity or property owner providing notice of such violation or unauthorized use requires removal within less than the ninety (90) day time frame, then Licensee shall perform such removal within the time frame set or required by said entity. In the event Licensee fails to perform any such removal, PECO may, in its sole discretion, and at the sole cost and expense of Licensee, perform such removal without incurring any liability of any kind or nature whatsoever to Licensee, its customers, affiliates, parents, owners or subsidiaries. However, upon written request from the Licensee, PECO shall permit the Licensee to continue to maintain its Equipment on such Pole or Poles until the Licensee exhausts its legal remedies with respect to the governmental determination, or the claim of the property owner or joint owner of the Pole, provided the Licensee: (i) promptly and diligently prosecutes such legal remedies or defends against the actions of the governmental or private agency, or the property owner seeks such stays, injunctions and protective orders as may be warranted; (ii) provides adequate protection, in the judgment of PECO, to protect PECO, other owners and other Licensees from loss due to the determination; and (iii) promptly removes its Equipment in the event the Licensee's action or defense is dismissed, decided or compromised unfavorably to Licensee, the stay or injunction is denied, or the protection of the stay or injunction becomes inadequate.

9.3 In the event of any emergency that threatens persons or property, PECO may, in its sole discretion, without prior notice, remove any of Licensee's Equipment. Such removal shall be at Licensee's sole Cost and expense. PECO will give notice subsequent to PECO's removal of Equipment within twenty four (24) hours of the removal or as soon as practicable under the circumstances.

9.4 In non-emergency situations, if PECO reasonably determines that its electric service or operating requirements, considerations of safety, reliability, and engineering, or the need to make ready for another third party attacher, requires the removal, relocation, or replacement of any of Licensee's Equipment, Licensee shall, at its sole cost and expense, effect such removal, relocation, or replacement within ninety (90) days after receipt of such written notice from PECO. If Licensee fails to perform such removal, relocation, or replacement within ninety (90) days after receipt of such written notice from PECO, Licensee shall pay for any expenses PECO incurs as a result of a return trip made necessary by Licensee's failure to perform the required removal, relocation, or replacement within the ninety (90) day period. Also, if Licensee fails to perform such removal, relocation or replacement within said ninety (90) day period, PECO may, in its discretion, and at the sole Cost and expense of Licensee, perform such removal, relocation or replacement without incurring any liability of any kind or nature whatsoever to Licensee, its customers, affiliates, parents, owners or subsidiaries, unless such liability is caused by PECO's gross negligence or willful misconduct. Licensee may request that it transfer any of its Equipment to any available substitute already installed PECO Pole, at Licensee's sole cost and expense, which request may be approved or denied by PECO in its reasonable discretion.

9.5 As provided in Article 14.4, Licensee shall completely remove its Equipment from PECO's Poles no more than one hundred five (105) days after the termination of the Agreement, unless the parties have executed a new agreement covering the PECO Poles hereto, unless the parties otherwise agree in writing. As also provided in Article 14.4, if Licensee fails to remove its Equipment within the required time, PECO may remove Licensee's Equipment, at Licensee's expense, from PECO's Poles and without any liability to Licensee unless such liability is caused by PECO's gross negligence or willful misconduct.

If the Equipment to be removed is in or above the neutral space, Licensee shall cause at Licensee's expense a qualified electrical contractor approved by PECO to perform any removal, relocation or replacement work on any of Licensee's Equipment.

## **10.0 PECO FACILITIES.**

Licensee covenants and agrees (as a specific condition of this Agreement) that Licensee and Licensee's agents, contractors, employees and invitees will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of PECO's facilities other than the PECO Pole, without the express written consent of PECO, which consent PECO may withhold in its sole and absolute discretion. Licensee covenants and agrees that PECO shall not be

held responsible for, and PECO is hereby expressly relieved from all liability by reason of injury (including death) or damage of any nature whatsoever to Licensee, or to its agents, contractors, employees, invitees, and others who are on the PECO Poles under, through or by the authority of Licensee, or to property in, upon or about the PECO Poles, except if such liability results from the gross negligence or willful misconduct of PECO; and except as provided in the preceding sentence, Licensee further hereby releases and waives any right to ask for and demand damages of any nature or kind for any matter or thing, however caused. In the event of a casualty or loss which results in the damage or destruction of PECO's facilities to which Licensee's Equipment is attached or located, PECO shall have no obligation hereunder to rebuild or restore the PECO's facilities; provided that in the event the PECO elects not to rebuild or restore PECO's facilities, the Permit in question shall immediately terminate and PECO shall refund to Licensee a prorated portion of any prepaid rental fees.

PECO reserves the right to make periodic inspections of the entire plant of Licensee located on PECO Poles, or a portion of that plant, as often as conditions warrant. If PECO determines that corrections or changes need to be made in order to meet the National Electrical Safety Code or PECO's service or operating requirements, including, but not limited to considerations of economy and safety, Licensee agrees that it will cause such corrections or changes to be made at its own expense, in a timely manner. Licensee shall reimburse PECO for the cost of any damage to PECO Poles or PECO Facilities caused by Licensee or its contractors within thirty (30) days of receipt of a bill therefor.

## **11.0 COMPENSATION**

11.1 Licensee agrees to pay PECO all fees and charges set forth in this Article within forty-five (45) days from the date of receipt of bills from PECO.

11.1.1 First Year. Licensee agrees to pay PECO for each Wire Attachment \$15.68 in the first year for each such Attachment for which Licensee has been issued a permit to attach to or place on any PECO Pole. Licensee agrees to pay PECO an amount to be determined by the Parties in accordance with applicable the Federal Communications Commission guidelines, in the first year for each Wireless Attachment for which Licensee has been issued a permit to attach to or place on any PECO Pole.

All such Annual Fees shall be paid in the year that PECO grants a permit for the placement of such Wireless or Wire Attachments and thereafter will be payable on or before the 30th day of January during which this Agreement remains in effect.

11.1.2 Subsequent Years. Thereafter, for so long as this Agreement is in effect, Licensee shall pay annually before January 30th to PECO the Annual Fees increased by three percent (3%) for each Attachment.

11.1.3 All overlashed carriers will be considered an additional attacher

for purposes of allocating costs of usable and unusable space.

11.2 Charges for Unauthorized Equipment. The attachment or modification of any Equipment to PECO's Poles without the approval of PECO pursuant to the terms of this Agreement, shall be considered an unauthorized attachment of the Equipment. Licensee shall pay PECO for each unauthorized Attachment an amount equal to the annual fee that would have been charged for each item of such unauthorized Attachment under this Agreement for the year when the unauthorized Facility is discovered, multiplied by five, or if the unauthorized Attachment is discovered during a pole audit in which Licensee was invited to participate and did not, the annual fee multiplied by five plus \$100 per unauthorized Attachment. Such charge shall be paid by Licensee without prejudice to any of PECO's other rights under this Agreement, including PECO's right to remove such unauthorized Attachment under the circumstances described elsewhere in this Agreement. PECO shall have the right to commission an audit of Attachments to PECO Poles once every ten (10) years and charge Licensee its proportionate share of the cost. PECO shall notify Licensee at least ninety (90) days prior to the commencement of such audit. For the avoidance of doubt, noncompliant Equipment shall not be considered an Unauthorized Attachment, provided, however, that Licensee shall make such Equipment compliant within thirty (30) days' of receiving written notice from PECO that such Equipment is noncompliant. In the event Licensee fails to make such correction to the Equipment within the time period set forth above, PECO shall have the right to correct the noncompliance itself and bill Licensee for the associated Costs of such correction.

11.3 Interest. Licensee agrees to pay interest at the rate of 1.5 percent (1.5%) per billing cycle or the highest rate allowed by applicable law, whichever is less ("Default Rate"), on all monies to be paid under this Agreement from the date such monies are due up to the date paid.

11.4 Taxes. Licensee will be solely responsible for any real estate taxes or assessments levied on any of its Equipment, and for any increase in any taxes or assessments levied on PECO to the extent it is a result of the attachment of the Equipment to PECO Poles.

## **12.0 LIABILITY AND INDEMNIFICATION**

12.1 Notwithstanding any permission granted by PECO pursuant to any Application, Marked-Up Application or Permit issued hereunder, PECO retains the right to maintain, replace, relocate and remove PECO Poles and to maintain, replace, relocate, remove and operate its facilities in such manner as it deems necessary or appropriate to fulfill its own service requirements. Accordingly, PECO shall not be liable to Licensee, any customer of Licensee, any affiliate of Licensee, or any other person or entity, for any interruption of service or for any interference with the operation of the Equipment arising in any way out of PECO's use, operation, maintenance, repair, removal or relocation of its poles or equipment in connection with PECO's own business needs and requirements unless such liability is caused by PECO's gross negligence or willful misconduct. Without limiting the generality of the foregoing, PECO will not be liable for any noise, induced voltages, currents or other similar interference in

## Licensee's Equipment.

12.2 Licensee agrees to defend and hold harmless PECO, its parent company, Exelon Corporation, and their respective affiliates, directors, officers, employees, shareholders, agents, contractors, subcontractors, successors and assigns (the Indemnitees) from and against any and all third party claims, demands, actions, causes of action, liabilities, judgments, obligations or expenses for any damage to property, or for injury to or death of any person or persons, or any other costs or expenses, including without limitation reasonable attorneys' fees and costs, to the extent related to, arising out of or connected with the placement, use, operation, repair, Modification or removal of any of Licensee's Equipment; provided, however, that Licensee shall have no obligation hereunder to indemnify any Indemnitees to the extent of their own negligence or willful misconduct. The foregoing indemnification shall include, but not be limited to, claims made under any worker's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors, and subcontractors). Licensee shall promptly notify PECO of any such claims, demands, damages, injuries or deaths, and shall provide a written report, or other pertinent material or information, if requested. Licensee shall defend the Indemnitees with counsel reasonably acceptable to PECO.

12.3 Except to the extent of PECO's negligence or the negligence of a third party, Licensee agrees to indemnify PECO against any and all claims and demands for damages or losses resulting from any interruption of PECO's service, the service of Licensee, or the service of PECO's or Licensee's customers, if such interruption in service arises out of or is caused by the exercise by Licensee of the permission granted by PECO under this Agreement.

12.4 Licensee agrees to pay the costs incurred by PECO to upgrade or replace PECO Poles to which Licensee's Equipment is attached if the upgrade or replacement is required solely by the addition or Modification of Licensee's Equipment. Licensee shall pay its proportionate share of the costs incurred by PECO to modify, upgrade or replace PECO Poles if the modifications, upgrades or replacements directly benefit Licensee and other attachers to such PECO Poles and are made to meet PECO service needs, are made at the request of Licensee or an additional attaching party or are made as a result of governmental order or regulation.

12.5 At all times, each party shall conduct its operations and otherwise use or occupy PECO Poles hereunder in compliance with all applicable Environmental Laws and, in the case of Licensee shall not cause any Hazardous Materials to be introduced to or handled on or about PECO Poles hereunder, and in the case of PECO, any introduction of Hazardous Materials on or about PECO Poles shall be in compliance with applicable law. Each party hereby indemnifies and shall defend and hold harmless the other party and all of such other party's Indemnitees from and against any third party suits, damages, injuries, costs and expenses of any kind including, without limitation, court costs and reasonable attorney fees, remediation costs, fines and penalties, whether asserted under Environmental Laws or at common law, arising out of or related to (a) any breach by such party of the environmental

covenants set forth above; (b) any violation hereunder by such party, its employees, agents, or contractors of any Environmental Laws; or (c) the presence, release or threatened release of any Hazardous Materials at, on or about PECO Poles hereunder caused by such party, its agents, employees, contractors, or any entity in privity with or providing a benefit to such party; provided, however, that such party shall have no obligation to so indemnify any Indemnitee from such Indemnitee's own negligence or misconduct or from the actions of third party attachers on the PECO Poles. The foregoing covenants and indemnification obligations shall survive any termination of this Agreement.

12.6 Neither party shall have any liability to the other under this Agreement or otherwise for special, punitive or consequential damages, including without limitation, damages for lost profits or business interruption.

12.7 Each party's duties and obligations to indemnify the other and the other Indemnitees under this Article 12 shall survive any termination of this Agreement.

### **13.0 INSURANCE AND BOND.**

13.1 Licensee shall cause each contractor and subcontractor performing any work on behalf of Licensee pursuant to this License to purchase and maintain (or Licensee may, at its option, purchase and maintain, at its own cost, on behalf of each such contractor or subcontractor), prior to commencing any work on the Site or any of PECO's other property, the following insurance coverages:

13.2 Workers' Compensation Insurance Policy: Coverage A providing payment promptly when due of all compensation and other benefits required of the insured by the workers' compensation law; Coverage B Employers' Liability providing payment on behalf of the insured with limits not less than \$1,000,000 each accident/occurrence for all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom. Coverage A and Coverage B will cover all employees of the named insured.

13.3 Commercial General Liability Policy or Policies (with coverage consistent with the then currently available ISO Form CG 0001 covering all contractors, subcontractors (including but not limited to coverage for claims against PECO for injuries to employees of such contractors or subcontractors) and all their subcontractors with limits not less than \$5,000,000 for bodily injuries to or death of one or more persons and/or property damage sustained by one or more organizations as a result of any one occurrence, which policy or policies shall not exclude property of PECO. PECO Energy Company shall be added as Additional Insured under endorsement GL 2010 or CG 2010 or such other customary endorsement(s) as may be available at commercially reasonable rates. Bodily injury means bodily injury, sickness, or disease sustained by any person which occurs during the policy period, including death, at any time resulting therefrom. Property damage means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of

tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

13.4 Automobile Liability in the amount of not less than \$2,000,000 per occurrence combined single limit covering all owned, leased, rented and non-owned vehicles.

There shall be furnished to PECO, prior to commencing the work of installing, repairing, replacing or removing the Licensee's Equipment, a Certificate of Insurance evidencing the coverage specified in Subsections (13.2), (13.3) and (13.4) of this Section. Licensee's insurance coverage as required herein in Subsections (13.2), (13.3) and (13.4) shall be kept in force until all of Licensee's Equipment has been removed from PECO's Poles.

All insurance policies required by this Section shall be issued by good and reputable companies having a Best's Rating of A-VII or better, and shall provide thirty (30) days prior written notice of cancellation. Any policies of insurance maintained by Licensee, its contractors or subcontractors, shall be primary without right of contribution or offset from any policy of insurance or program of self-insurance maintained by PECO with respect to the liabilities of Licensee, its contractors or subcontractors. Licensee may, in lieu of obtaining insurance policies from third parties, furnish the insurance required of it hereunder through a commercially reasonable self-insurance program, subject to the approval of PECO (which approval shall not be unreasonably withheld, conditioned or delayed so long as the demonstrated claims paying ability and financial resources of such program equal or exceed those of insurance companies having Best's Ratings equal to that described above). Licensee and PECO agree and shall require each of their respective contractors and subcontractors to agree that they shall each arrange for the issuers of all policies of insurance to waive their rights of subrogation against PECO or Licensee (as the case may be) and their respective directors, officers, employees and agents. Prior to the date of this Agreement and prior to each anniversary of the date of this Agreement occurring during the term hereof, Licensee shall furnish PECO with certificates of insurance evidencing Licensee's compliance with the requirements of this Section.

13.5 Bond or Letter of Credit. At PECO's request, Licensee will maintain a surety bond or letter of credit to guarantee the payment of all the sums that may become due from Licensee to PECO under the terms of this Agreement. At the time this Agreement becomes effective, Licensee agrees to furnish bonds or letters of credit to PECO in the amount of \$20,000 for the initial 1 to 10 Wireless Attachments to be made to PECO Poles and \$25,000 for the initial 1 to 1000 Wire Attachments to be made to PECO Poles. Licensee shall increase said bonds or letters of credit by \$20,000 for each additional group (or partial group) of 10 Wireless Attachments in excess of the initial 10 Wireless Attachments to be made to PECO Poles and by \$25,000 for each additional group (or partial group) of 1000 Wire Attachments in excess of the initial 1000 Wire Attachments to be made to PECO Poles. The required bond or letter of credit amounts shall at all times be equal to or in excess of the amounts determined as aforesaid for the number of Attachments covered by

Permits hereunder. The bonds or letters of credit shall be in a form and with a surety acceptable to PECO.

#### **14.0 DEFAULT, TERMINATION AND OTHER REMEDIES.**

14.1 Breach of Representations or Warranties. Either party may terminate this Agreement upon the discovery of a breach by the other party of one or more of the representations or warranties set forth in Article 16 of this Agreement.

14.2 Other Breaches. Each party agrees that the other party, as applicable may terminate this Agreement upon the discovery of one or more of the breaches of this Agreement identified in this Article 14.2 (14.2.1-14.2.5) as may be applicable).

14.2.1 Failure to Notify of Assignment. Licensee shall be in breach of this Agreement if it fails properly to notify PECO in writing, and to obtain PECO's prior written consent of any assignment of this Agreement where Article 15.0 requires such notice and consent.

14.2.2 Bankruptcy or Insolvency. A party shall be in breach of this Agreement if it fails to make a payment or is at risk of failing to make a payment because it (a) makes any general assignment for the benefit of creditors; (b) initiates or is the subject of a request to initiate a bankruptcy or insolvency proceeding under any provision of law, including the United States Bankruptcy Code; (c) files or is the subject of a filing for the appointment of a receiver; or (d) is rendered or declared insolvent as defined by applicable law.

14.2.3 Failure Materially to Comply. A party shall be in breach of this Agreement if such party fails materially to comply with, or to commence with diligent effort a cure of such non-compliance with, any of the provisions of this Agreement to be performed or observed by such party, or, in the case of Licensee, uses the Equipment for purposes other than those specified herein, and such breach continues without cure (a) for thirty (30) days after written notice from the other party for any monetary defaults; or (b) for the period of time specified in any default notice issued by the other party for any emergency posing an immediate safety risk to the public or to such party's workers, employees, or customers or other immediate risk of loss, injury or damage; or (c) for ninety (90) days for any other type of default.

14.2.4 Loss of Franchise. Licensee shall be in breach of this Agreement if at any time Licensee loses its operating authority, whether as a result of action by any appropriate governmental entity, applicable law, or otherwise, to use the public streets and highways in any area included under this Agreement<sup>[A51]</sup>.

14.2.5 Failure to Act on Agreement. If Licensee fails to place Equipment on those PECO poles for which a Permit has been granted by PECO within one hundred twenty (120) days of the receipt of that Permit from PECO, the Permit shall be cancelled unless such delay is due solely to PECO's failure to perform or PECO otherwise delays Licensee's ability to perform

14.3 Rights and Remedies for Breach. In the event a party shall be in breach

of this Agreement and such breach continues beyond any applicable cure period provided herein, the other party may exercise any one or more of the following rights and remedies: (a) terminate this entire Agreement or terminate any Permit or Permits given pursuant to this Agreement; (b) take any and all corrective action such party deems necessary or appropriate to cure such default and charge the cost thereof to the other party, together with interest at the Default Rate (ii) an administrative charge in an amount equal to twenty percent (20%) of the cost of the corrective action, such payment to be made by such party upon the other party's presentment of demand therefor; (c) in the case of PECO, stop processing applications for new Attachments or (d) exercise any other remedy available to such party under this Agreement or at law or in equity.

14.4 Upon Termination of any Permit, Licensee shall have one hundred twenty (120) days to remove its Equipment from the affected PECO Poles, and upon termination of the entire Agreement, Licensee shall have one hundred twenty (120) days to remove its Equipment from PECO's Poles. PECO shall have the right, upon notice to Licensee, to remove all of Licensee's Facilities and Power Supplies from the PECO Poles to which the Permit applies or from all of PECO's Poles where the entire Agreement has been terminated if Licensee fails to remove its Equipment within the specified time. Licensee shall pay PECO for all Costs of such removal within forty five (45) days after billing. PECO shall deliver the Equipment to a location given by Licensee or stipulated by PECO without incurring any liability for the condition of the Equipment, or for any other loss, damage or casualty, of any kind or nature whatsoever, incurred or alleged to have been incurred by Licensee arising out of or resulting from the removal of the Equipment unless such liability is caused by PECO's gross negligence or willful misconduct.

14.5 Duties and Obligations Remain. In the event that a party is in default or in breach under this Agreement and the other party elects to terminate Permits granted under this Agreement or the Agreement itself, in whole or in part, or upon any other cause of termination of this Agreement, such party shall not be relieved of any of its duties or obligations under this Agreement, so long as any Equipment remains on any PECO Pole.

## **15.0 ASSIGNMENT.**

15.1 Licensee may not assign or transfer all or any portion of its rights, privileges and obligations under this Agreement without written notice to and the prior written consent of PECO, which consent will not be unreasonably withheld, conditioned or delayed, except that Licensee may assign or transfer its rights, privileges and obligations to a parent, affiliate or subsidiary company without prior written notice to PECO. In addition, Licensee may assign its rights, privileges and obligations to any entity that succeeds to all or substantially all of its assets, whether by merger, sale, or otherwise, but only with prior written notice to PECO and subject to the requirements that Licensee shall either (a) demonstrate to PECO that (i) the successor entity has a credit rating with any two of Standard & Poor's, Moody Financial Services or Fitch IBCA which is equal to or superior than the credit rating with such services that Licensee has at the time of such proposed assignment; or (ii) if the successor entity is not rated by any two of the foregoing credit rating services, then Licensee shall

demonstrate to PECO, in the commercially reasonable exercise of PECO's judgment, that the successor entity has creditworthiness comparable to the creditworthiness of Licensee. Licensee agrees that PECO may, as a condition precedent to granting consent for an assignment or transfer, require renegotiation of the fees set forth in Article 11 of this Agreement or of the insurance and bond requirements set forth in Article 13 of this Agreement, unless the assignment or transfer is to Licensee's parent, affiliate or subsidiary, or unless the assignment or transfer is to a non-affiliated entity that succeeds to all or substantially all of Licensee's assets and meets the creditworthiness standards set forth above. Licensee shall give PECO not less than sixty (60) days' prior written notice of any proposed assignment or transfer.

15.2 The obligations of Licensee under this Agreement (but, except as otherwise provided in Article 15.1 hereof, not Licensee's rights and privileges hereunder) shall extend to and be binding upon any successors or assigns of Licensee. All right, title and interest of PECO hereunder shall be binding upon an issue to the benefit of PECO's successors and assigns.

15.3 Nothing herein shall be deemed to restrict or limit PECO's right to assign all or any portion of its right, title or interest in this Agreement.

## **16.0 REPRESENTATIONS AND WARRANTIES.**

16.1 Power and Authority. Each party represents and warrants that (a) it is a corporation duly organized, validly existing and in good standing in its state of organization, (b) it is qualified to do business (if a foreign corporation) under the laws of the Commonwealth of Pennsylvania, and (c) it has full power and authority to enter into this Agreement and undertake the responsibilities and obligations contemplated by it in accordance with its terms.

16.2 Enforceability. Each party represents and warrants that this Agreement constitutes a valid and binding obligation of such party and is enforceable against such party in accordance with its terms and conditions. Each party further represents and warrants that it has independently reviewed this Agreement, including the charges set forth in Article 11, and concluded that this Agreement is just, reasonable and equitable.

## **17.0 FORCE MAJEURE.**

Neither party shall be liable for any delay in performance or inability to perform any non-monetary obligations hereunder if such delay or inability is due to acts or omissions which are not voluntary by such party and beyond such party's reasonable control, including, but not limited to, acts or omissions of any governmental body, civil disturbance, acts of terrorism, war, fires, acts of nature, labor disputes, shortages of materials and equipment, or the acts or omissions of the other party.

## **18.0 MISCELLANEOUS.**

18.1 Merger. All understandings and agreements, oral or written, heretofore made by and between the parties hereto are merged into this Agreement, including

the Prior Agreements. This Agreement, and the exhibits attached hereto, alone fully and completely expresses the agreement between PECO and Licensee with respect to the subject matter hereo.

18.2 Waiver of Terms or Conditions. The failure of PECO or Licensee to enforce or insist on compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any right to seek enforcement of such terms or conditions. The acceptance of payment by PECO of any of the fees or charges set forth in this Agreement shall not constitute a waiver of any breach, default or violation of the terms or conditions of this Agreement. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

18.3 Severability. If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstances otherwise shall be held to be invalid or unenforceable under applicable law by any court or governmental body having jurisdiction, such invalidity or unenforceability shall not affect, impair or render invalid or unenforceable any other provision of this Agreement, nor shall it affect the application of such clause, phrase, provision or portion hereof to any other person or circumstances. In the event any provision of this Agreement is so found to be invalid or unenforceable, the parties agree to amend this Agreement by replacing the invalid or unenforceable term with such other provision as will give the fullest possible effect, within the limits of applicable law, to the intention and understandings of the parties as set forth in this Agreement. Notwithstanding the foregoing, in the event that any of the terms and conditions contained in Article 13 hereof are determined by a court or governmental body having jurisdiction to be invalid or unenforceable in any material respect, then, at PECO's option, this Agreement shall be terminated and, in such event, the Parties will use commercially reasonable efforts to reach a new Agreement. If a new Agreement is not reached within sixty (60) days following the termination, then PECO shall have the right to remove all of Licensee's Facilities and Power Supplies from any or all of the PECO Poles in the manner provided by hereinabove with respect to termination of this Agreement.

Notice. Unless otherwise directed, all notices required to be given by either party to the other party under this Agreement shall be in writing and shall be deemed sufficient if given in any of the following ways: (a) delivery by a messenger service or private delivery service providing same or next day delivery or (b) sent by United States Certified Mail, return receipt requested, postage prepaid to the parties at the addresses set forth herein below. With respect to notification of completion of Make-Ready work (Article 5.6), notice of interference or endangerment (Article 9.2), notice of emergency action (Article 9.3), or such other notice requirements as PECO and Licensee may agree from time to time to treat as follows, notice may first be made by telephone call or e-mail to the person or persons specified below, to be followed within a reasonable time by a confirmation notice in writing as directed above. An alternate method of notification (as opposed to the above described written method of notification) may be used when mutually agreed upon by both parties. Except for notice of default required under Article 14, the electronic notification system, provided by the National Joint Utilities Notification System ("NJUNS"), may be used as the notification

required by this paragraph. As a prerequisite for use of this system, both parties shall have and properly utilize the necessary electronic equipment and correct NJUNS member codes as provided by each party to the other, and as required by NJUNS for this system, and mutually agree to its use NJUNS as a substitute for the written notice required under this Section 18.4.

**If to PECO Energy Company**

2301 Market Street  
Philadelphia, PA 19103  
Attn: Manager: Real Estate & Facilities

**If to Licensee**

Comcast Cable Communications Management, LLC  
1701 JFK Blvd.  
Philadelphia, PA 19103  
Attn: General Counsel

18.4 Agreement to do all Things Necessary or Appropriate. Both parties agree to do all things necessary or appropriate from time to time, including the execution and delivery of such ancillary documents and agreements as PECO may reasonably require, to carry out the express terms and conditions of this Agreement and the intentions and understandings of the parties as described herein.

18.5 No Partnership or Joint Venture Created. The parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, PECO and Licensee. PECO and Licensee are each independent contractors and nothing contained in this Agreement shall be construed to constitute either party an agent of the other.


18.6 Revision of Forms. The forms attached hereto are subject to revision by PECO at any time and at its discretion.

18.7 Counterparts. The Agreement may be executed using counterpart signature pages.

(Continued on next page)

**IN WITNESS WHEREOF**, the parties to this Agreement by their duly authorized representatives have executed this Agreement to be effective as of the day and year first written above.

**PECO ENERGY COMPANY**

By:   
~~Benjamin Henry~~ **Craig L. Adams**  
~~Manager, Real Estate & Facilities~~  
**President & CEO**



**Licensee**  
**COMCAST CABLE**  
**COMMUNICATIONS MANAGEMENT,**  
**LLC**

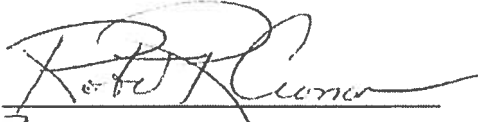
By:   
**Robert Crossan**  
**RVP Engineering**

EXHIBIT A-1

PRIOR AGREEMENTS

## Comcast Agreements

Formally Known As	Township	County	Date of Agreement
Suburban CableTV- Sellersville Comcast Cable Communications	Bedminster Bensalem	Bucks Bucks	6/11/1984
Oxford Valley Cablevision Comcast Cable Communications Inc	Bensalem Bristol	Bucks Bucks	8/25/1981
Lower BucksCablevision	Bristol	Bucks	10/15/1981
Lower BucksCablevision	Bristol Borough	Bucks	8/14/1981
Suburban CableTV-Jamison	Buckingham	Bucks	3/1/1985
Suburban CableTV-Jamison Comcast Cable Communications	Chalfont Borough Doylestown	Bucks Bucks	3/1/1985
Suburban CableTV-Jamison	Doylestown	Bucks	3/1/1985
Suburban CableTV-Jamison	Doylestown Borough	Bucks	3/1/1985
Suburban CableTV- Sellersville	Dublin Borough	Bucks	9/14/1981
Oxford Valley Cablevision	Falls	Bucks	8/25/1981
Suburban CableTV- Sellersville	Hilltown	Bucks	11/18/1986
Lower BucksCablevision	Hulmeville Borough	Bucks	10/15/1981
Suburban CableTV-Jamison Comcast Cable Communications	Ivylnd Borough Langhorne Borough	Bucks Bucks	2/24/1988
Lower BucksCablevision	Langhorne Borough	Bucks	10/15/1981
Lower BucksCablevision	Langhorne Manor Boroug	Bucks	10/1/1981
Lower BucksCablevision	Lower Makefield	Bucks	8/14/1981
Suburban CableTV-Jamison Comcast	Lower Makefield Lower Southampton	Bucks Bucks	5/14/1987
Comcast Cablevision of Philadelphia	Lower Southampton	Bucks	1/17/1989
Oxford Valley Cablevision	Lower Southampton	Bucks	8/25/1981
Lower BucksCablevision	Middletown	Bucks	10/15/1981
Oxford Valley Cablevision	Morrisville Borough	Bucks	8/14/1981
Suburban CableTV-Jamison	New Britain	Bucks	3/1/1985
Suburban CableTV-Jamison	New Britain Borough	Bucks	3/1/1985
Suburban CableTV-Jamison	New Hope Borough	Bucks	2/8/1988
Suburban CableTV-Jamison	Newtown	Bucks	10/1/1982
Suburban CableTV-Jamison	Newtown Borough	Bucks	10/1/1982
Suburban CableTV-Jamison	Northampton	Bucks	2/24/1988
Lower BucksCablevision	Penndel Borough	Bucks	10/15/1981
Suburban CableTV-Jamison	Plumstead	Bucks	9/16/1985
Suburban CableTV-Jamison	Solebury	Bucks	2/24/1988
Comcast Cable Communications	Southampton	Bucks	
Oxford Valley Cablevision	Tulleytown Borough	Bucks	8/14/1981
Suburban CableTV-Jamison	Upper Makefield	Bucks	2/7/1986
Oxford Valley Cablevision	Upper Southampton	Bucks	12/11/1980
Suburban CableTV-Jamison	Upper Southampton	Bucks	2/25/1988
Oxford Valley Cablevision	Warminster	Bucks	8/25/1981
Suburban CableTV-Jamison	Warminster	Bucks	2/25/1988
Suburban CableTV-Jamison	Warrington	Bucks	2/24/1988

Comcast Cablevision of Philadelphia	Warwick	Bucks	
Suburban Cable TV-Jamison	Warwick	Bucks	2/24/1988
Comcast Cablevision of Philadelphia	Wrightstown	Bucks	
Suburban Cable TV-Jamison	Wrightstown	Bucks	
Lower BucksCablevision	Yardley Borough	Bucks	8/14/1981
Harron Cablevision	Avondale Borough	Chester	7/20/1990
Chester County Broadcasting	Birmingham	Chester	2/22/1985
Harron Cablevision	Birmingham	Chester	7/20/1990
Chester County Broadcasting	Caln	Chester	8/31/1981
Comcast Cable Communications	Charlestown	Chester	
Harron Cablevision	Charlestown	Chester	7/17/1986
Suburban CableTV-Manteo	Charlestown	Chester	6/2/1981
Chester County Broadcasting	Coatesville	Chester	8/31/1981
Chester County Broadcasting	Downington Borough	Chester	8/25/1981
Comcast Cable Communications	Downington Borough	Chester	
Chester County Broadcasting	East Bradford	Chester	6/4/1981
Chester County Broadcasting	East Brandywine	Chester	6/4/1981
Chester County Broadcasting	East Caln	Chester	6/26/1981
Comcast Cable Communications	East Caln	Chester	
Comcast Cable Communications	East Coventry	Chester	
Suburban CableTV-Manteo	East Coventry	Chester	12/19/1980
Chester County Broadcasting	East Fallowfield	Chester	8/31/1981
Chester County Broadcasting	East Goshen	Chester	6/4/1981
Harron Cablevision	East Goshen	Chester	9/9/1981
Harron Cablevision	East Marlborough	Chester	7/20/1990
Suburban CableTV-Manteo	East Nantmeal	Chester	
Suburban CableTV-Manteo	East Pikeland	Chester	6/2/1981
Chester County Broadcasting	East Vincent	Chester	
Comcast Cable Communications	East Vincent	Chester	
Suburban CableTV-Manteo	East Vincent	Chester	6/2/1981
Adelphia Cablevision	East Whiteland	Chester	
Chester County Broadcasting	East Whiteland	Chester	7/22/81
Comcast Cable Communications	East Whiteland	Chester	
Harron Cablevision	East Whiteland	Chester	9/9/1981
Harron Cablevision	Easttown	Chester	9/9/1981
Harron Cablevision	Franklin	Chester	
Harron Cablevision	Kennett	Chester	7/20/1990
Comcast Cable Communications	Kennett Square Borough	Chester	
Harron Cablevision	Kennett Square Borough	Chester	7/20/1990
Harron Cablevision	London Britain	Chester	
Harron Cablevision	London Grove	Chester	7/20/1990
Harron Cablevision	Malvern Borough	Chester	3/23/1981
Chester County Broadcasting	Modena Borough	Chester	8/31/1981
Harron Cablevision	New Garden	Chester	7/20/1990
Harron Cablevision	New London	Chester	2/5/1990
Harron Cablevision	Newlin	Chester	8/8/1990
Suburban CableTV-Manteo	North Coventry	Chester	2/14/1979

Chester County Broadcasting	Parkesburg	Chester	6/26/1981
Harron Cablevision	Penn	Chester	7/20/902
Harron Cablevision	Pennsbury	Chester	7/20/1990
Suburban CableTV-Manteo	Phoenixville	Chester	12/19/1980
Chester County Broadcasting	Pocopson	Chester	3/9/1985
Harron Cablevision	Pocopson	Chester	8/8/1990
Chester County Broadcasting	Sadsbury	Chester	6/4/1981
Suburban CableTV-Manteo	Sadsbury	Chester	
Suburban CableTV-Manteo	Schuylkill	Chester	8/28/1981
Chester County Broadcasting	South Coatsville	Chester	8/31/1981
Suburban CableTV-Manteo	South Coventry	Chester	10/2/1990
Suburban CableTV-Manteo	Spring City Borough	Chester	7/10/1981
Chester County Broadcasting	Thornbury	Chester	9/13/1982
Adelphia Cablevision	Tredyffrin	Chester	7/29/1981
Comcast Cable Communications	Tredyffrin	Chester	
Harron Cablevision	Tredyffrin	Chester	6/18/1981
Harron Cablevision	Upper Oxford	Chester	
Chester County Broadcasting	Upper Uwchlan	Chester	5/27/1986
Chester County Broadcasting	Uwchlan	Chester	5/26/1981
Comcast Cable Communications	Uwchlan	Chester	
Chester County Broadcasting	Valley	Chester	8/31/1981
Comcast Cable Communications	Valley	Chester	
Chester County Broadcasting	Wallace	Chester	5/9/1985
Chester County Broadcasting	West Bradford	Chester	6/26/1981
Comcast Cable Communications	West Bradford	Chester	
Chester County Broadcasting	West Brandywine	Chester	8/31/1981
Chester County Broadcasting	West Cain	Chester	6/4/1981
Chester County Broadcasting	West Chester Borough	Chester	8/25/1981
Chester County Broadcasting	West Goshen	Chester	8/25/1981
Comcast Cable Communications	West Goshen	Chester	
Harron Cablevision	West Grove Borough	Chester	7/20/1990
Chester County Broadcasting	West Pikeland	Chester	1/27/1988
Chester County Broadcasting	West Sadsbury	Chester	6/27/1988
Comcast Cable Communications	West Vincent	Chester	
Suburban CableTV-Manteo	West Vincent	Chester	1/27/1988
Chester County Broadcasting	West Whiteland	Chester	6/4/1981
Harron Cablevision	West Whiteland	Chester	9/19/1990
Chester County Broadcasting	Westtown	Chester	6/4/1981
Harron Cablevision	Westtown	Chester	9/9/1981
Comcast Cable Communications Inc/ Chester	Willistown	Chester	7/22/1981
Harron Cablevision	Willistown	Chester	9/9/1981
Suburban CableTV-UD	Aldan Borough	Delaware	9/17/1981
Suburban CableTV-WA	Aston	Delaware	8/20/1981
Suburban CableTV-WA	Bethel	Delaware	4/15/1987
Suburban CableTV-WA	Brookhaven Borough	Delaware	8/20/1981
Comcast Cable Communications	Chadds Ford	Delaware	
Suburban CableTV-WA	Chester	Delaware	7/10/1981

Suburban Cable TV-WA	Chester City	Delaware	10/13/1981
Suburban Cable TV-WA	Chester Heights Borough	Delaware	12/16/1982
Suburban Cable TV-UD	Clifton Heights Borough	Delaware	7/16/1981
Suburban Cable TV-Glenolden	Collingdale Borough	Delaware	9/17/1981
Suburban Cable TV-Glenolden	Colwyn Borough	Delaware	9/17/1981
Suburban Cable TV-WA	Concord	Delaware	8/8/1987
Suburban Cable TV-Glenolden	Darby	Delaware	7/16/1981
Suburban Cable TV-Glenolden	Darby Borough	Delaware	7/16/1981
Suburban Cable TV-UD	East Lansdowne Borough	Delaware	9/17/1981
Suburban Cable TV-Glenolden	Eddystone Borough	Delaware	10/13/1981
Adelphia Cablevision	Edgmont	Delaware	
Chester County Broadcasting	Edgmont	Delaware	
Comcast Cable Communications	Edgemont	Delaware	
Harron Cablevision	Edgmont	Delaware	11/11/1984
Suburban Cable TV-WA	Edgmont	Delaware	12/16/1982
Suburban Cable TV-Glenolden	Folcroft Borough	Delaware	3/29/1982
Suburban Cable TV-Glenolden	Glenolden Borough	Delaware	3/29/1982
Adelphia Cablevision/ UltraCom of Marple	Haverford	Delaware	1/25/1982
Suburban Cable TV-UD	Lansdowne Borough	Delaware	7/16/1981
Suburban Cable TV-WA	Lower Chichester	Delaware	7/10/1981
Suburban Cable TV-WA	Marcus Hook Borough	Delaware	7/10/1981
Adelphia	Marple	Delaware	
Harron Cablevision	Marple	Delaware	10/30/1982
Suburban Cable TV-WA	Marple	Delaware	8/26/1981
Suburban Cable TV-WA	Media Borough	Delaware	7/10/1981
Suburban Cable TV-WA	Middletown	Delaware	12/16/1982
Suburban Cable TV-UD	Millbourne Borough	Delaware	3/31/1982
Suburban Cable TV-UD	Morton Borough	Delaware	10/13/1981
Suburban Cable TV-WA	Nether Providence	Delaware	7/10/1981
Harron Cablevision	Newtown	Delaware	1/5/1981
Suburban Cable TV-Glenolden	Norwood Borough	Delaware	7/16/1981
Suburban Cable TV-WA	Parkside Borough	Delaware	7/20/1982
Suburban Cable TV-Glenolden	Prospect Park Borough	Delaware	3/29/1982
Adelphia Cablevision	Radnor	Delaware	1/5/1981
Suburban Cable TV-Glenolden	Ridley	Delaware	9/17/1981
Suburban Cable TV-Glenolden	Ridley Park Borough	Delaware	10/13/1981
Suburban Cable TV-WA	Rose Valley Borough	Delaware	8/26/1981
Suburban Cable TV-Glenolden	Rutledge Borough	Delaware	8/25/1981
Suburban Cable TV-Glenolden	Sharon Hill Borough	Delaware	9/17/1981
Suburban Cable TV-UD	Springfield	Delaware	7/20/1982
Adelphia Cablevision/UltraCom of Marple	Springfield	Delaware	5/8/1981
Suburban Cable TV-WA	Swarthmore Borough	Delaware	6/26/1981
Suburban Cable TV-Glenolden	Tinicum	Delaware	8/26/1981
Chester County Broadcasting	Thornbury	Delaware	4/14/1987
Suburban Cable TV-WA	Trainer Borough	Delaware	10/13/1981
Suburban Cable TV-WA	Upland Borough	Delaware	8/25/1981
Suburban Cable TV-WA	Upper Chichester	Delaware	12/16/1982

Suburban Cable TV-UD	Upper Darby	Delaware	9/17/1981
Suburban Cable TV-WA	Upper Providence	Delaware	8/26/1981
Suburban CableTV-UD	Yeadon Borough	Delaware	9/17/1981
Abington CATV Company	Abington	Montgomery	9/9/1981
Montgomery Cablevision	Ambler Borough	Montgomery	9/28/1981
Suburban CableTV-Manteo	Bridgeport Borough	Montgomery	5/27/1982
Comcast Cablevision Corp	Bryn Athyn Borough	Montgomery	1/23/1981
Cheltenham CATV	Cheltenham	Montgomery	9/9/1981
Suburban Cable TV-Manteo	Collegetown Borough	Montgomery	12/11/1985
Montgomery Cablevision	Conshohocken Borough	Montgomery	1/20/1983
Suburban CableTV-Manteo	Conshohocken Borough	Montgomery	9/14/1976
Suburban CableTV-Manteo	East Norriton	Montgomery	5/27/1982
Suburban Cable TV- Sellersville	Green Lane Borough	Montgomery	12/11/1985
Comcast Cablevision Corp	Hatboro Borough	Montgomery	12/10/1980
Montgomery Cablevision/UltraCom of Montg	Hatboro Borough	Montgomery	10/15/1981
Montgomery Cablevision	Hatfield	Montgomery	
Suburban CableTV- Sellersville	Hatfield	Montgomery	8/25/1981
Comcast cable Communications Inc	Horsham	Montgomery	12/10/1980
Montgomery Cablevision/UltraCom of Motgc	Horsham	Montgomery	10/15/1981
Suburban Cable TV-Jamison	Horsham	Montgomery	2/25/1988
Jenkintown CATV Company	Jenkintown Borough	Montgomery	9/9/1981
Adelphia Cablevision/ UltraCom of Lansdale	Lansdale Borough	Montgomery	1/25/1982
Comcast Cable Communications	Limerick	Montgomery	
Suburban CableTV-Manteo	Limerick	Montgomery	1/6/1982
Suburban CableTV-Manteo	Lower Frederick	Montgomery	6/7/1982
Comcast Cablevision of Montgomery County	Lower Gwynedd	Montgomery	9/23/1987
Montgomery Cablevision	Lower Gwynedd	Montgomery	2/1/1982
Suburban CableTV-Manteo	Lower Gwynedd	Montgomery	12/4/1984
Comcast Cablevision of Montgomery County	Lower Merion	Montgomery	12/12/1979
Comcast Cable Communications Inc	Lower Moreland	Montgomery	9/14/1981
Comcast Cable Communications	Lower Pottsgrove	Montgomery	
Suburban CableTV-Manteo	Lower Pottsgrove	Montgomery	6/18/1981
Comcast Cablevision of Philadelphia	Lower Providence	Montgomery	5/27/1982
Suburban CableTV-Manteo	Lower Providence	Montgomery	
Suburban CableTV-Manteo	Lower Salford	Montgomery	10/15/1981
Suburban Cable TV- Sellersville	Marlborough	Montgomery	3/15/1982
Montgomery Cablevision/UltraCom of Montg	Montgomery	Montgomery	1/25/1982
Suburban Cable TV-Jamison	Montgomery	Montgomery	8/25/1981
Comcast Cablevision of Montgomery County	Narberth Borough	Montgomery	4/28/1981
Suburban CableTV-Manteo	Norristown	Montgomery	6/27/1974
Montgomery Cablevision/UltraCom of Montg	North Wales Borough	Montgomery	1/25/1982
Suburban CableTV-Manteo	Perkiomen	Montgomery	12/11/1985
Montgomery Cablevision	Plymouth	Montgomery	3/18/1982
Suburban Cable TV- Sellersville	Plymouth	Montgomery	5/27/1982
Suburban CableTV-Manteo	Pottstown Borough	Montgomery	6/18/1981
Comcast Cablevision Corp	Rockledge Borough	Montgomery	9/9/1981
Suburban CableTV-Manteo	Royersford Borough	Montgomery	8/28/1981

Suburban Cable TV- Sellersville	Salford	Montgomery	3/15/1982
Suburban Cable TV-Manteo	Schwenksville Borough	Montgomery	12/11/1985
Comcast Cable Communications	Skippack	Montgomery	
Suburban Cable TV-Manteo	Skippack	Montgomery	12/11/1985
Comcast Cablevision Corp	Springfield	Montgomery	5/1/1979
Montgomery Cablevision	Springfield	Montgomery	9/28/1981
Montgomery Cablevision/UltraCom of Manta Township	Montgomery	Montgomery	1/25/1982
Suburban Cable TV-Manteo	Trappe Borough	Montgomery	12/11/1985
Comcast Cablevision	Upper Dublin	Montgomery	9/9/1981
Montgomery Cablevision	Upper Dublin	Montgomery	2/1/1982
Montgomery Cablevision/UltraCom of Montg Upper Dublin	Montgomery	Montgomery	3/2/1981
Suburban Cable TV-Manteo	Upper Frederick	Montgomery	10/15/1985
Montgomery Cablevision/UltraCom of	Gwynedd	Montgomery	1/25/1982
Gwynedd Upper Merion	Montgomery	Montgomery	12/9/1988
Suburban Cable TV-Manteo	Upper Merion	Montgomery	3/1/1985
Comcast Cable Communications Inc	Upper Moreland	Montgomery	
Montgomery Cablevision/UltraCom of Montg	Upper Moreland	Montgomery	5/15/1982
Suburban Cable TV-Manteo	Upper Pottsgrove	Montgomery	6/18/1981
Suburban Cable TV-Manteo	Upper Providence	Montgomery	12/11/1985
Suburban Cable TV- Sellersville	Upper Salford	Montgomery	3/15/1982
Montgomery Cablevision/Ultra Com of Manta	Warrington	Montgomery	9/23/1987
Suburban Cable TV-Manteo	West Conshohocken	Montgomery	5/27/1982
Suburban Cable TV-Manteo	West Norriton	Montgomery	5/27/1982
Suburban Cable TV-Manteo	West Pottsgrove	Montgomery	6/18/1981
Montgomery Cablevision	Whitemarsh	Montgomery	2/1/1982
Suburban Cable TV-Manteo	Whitemarsh	Montgomery	5/27/1982
Montgomery Cablevision	Whitpain	Montgomery	2/1/1982
Suburban Cable TV-Manteo	Whitpain	Montgomery	1/7/1981
Suburban Cable TV-Manteo	Worcester	Montgomery	2/11/1981
Comcast Cable Communications	Philadelphia	Philadelphia	?
Comcast Cable of Philadelphia	Philadelphia	Philadelphia	?
Comcast Cable of Philadelphia	Philadelphia	Philadelphia	?
Greater Philadelphia Cablevision	Philadelphia Area 1	Philadelphia	7/10/1986
Time Warner – Wade Communications	Philadelphia Area 2	Philadelphia	12/16/1986

EXHIBIT A

APPLICATION

**APPLICATION FOR ATTACHMENT TO PECO ENERGY POLES**

DATE OF APPLICATION: \_\_\_\_\_

DO YOU HAVE A SIGNED POLE ATTACHMENT AGREEMENT ON FILE WITH PECO ENERGY? Y / N

**NAME OF COMPANY OR INDIVIDUAL**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_ PHONE ( ) \_\_\_\_\_

**MUNICIPALITY:** \_\_\_\_\_

( A permit application is required for each municipality where the facilities are located)

**GPS Address:** \_\_\_\_\_

(For Example: 1234 Main St., Philadelphia, PA 19103)

**FACILITIES:** ( ) Pole Attachments Number of poles \_\_\_\_\_

**PURPOSE:** Voice \_\_\_\_\_ Audio/Video \_\_\_\_\_  
Data \_\_\_\_\_ Other \_\_\_\_\_ (specify) \_\_\_\_\_

**APPLICATION FEE ENCLOSED:** \$ \_\_\_\_\_ (See Rate Schedule Below)

1 - 5 Poles	\$ 50.00 Fee
6 - 10 Poles	\$100.00 Fee
11 -25 Poles	\$250.00 Fee
26-50 Poles	\$500.00 Fee

**Over Fifty (50) Poles a new application MUST be submitted.**

**POLE RENTAL BILLING ADDRESS ( IF DIFFERENT FROM ABOVE)**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Instructions For Application**

- (A) Read and complete the entire Application and sign in the appropriate places.
- (B) Enclose a list of the poles or duct locations (or both) along with a check for the required Application and Deposit Fees as indicated above to:

PECO ENERGY COMPANY  
Attn.: Manager  
Real Estate & Facilities, N3-3  
2301 Market St.  
Philadelphia, PA 19103

**GENERAL INFORMATION**  
**Concerning The**  
**Application Process**

- (1) Upon receipt of this application, the request will be forwarded to the appropriate location for an ENGINEERING and SURVEY review.
- (2) You will be supplied with a cost for our ENGINEERING and SURVEY to review the request. This cost will vary with the complexity of the request. You will be required to pay this cost whether or not you elect to proceed with the request.
- (3) If PECO facilities need to be relocated to accommodate your request, you will be supplied with a cost for MAKE READY, which you will be required to pay if you elect to continue with the request.
- (4) The invoice for the cost of ENGINEERING and SURVEY will be due and payable upon receipt. Invoices outstanding for more than 30 days will be declared delinquent and no additional applications will be accepted until the invoice is paid in full. Advance deposits will be credited to cost of engineering/survey with excess, if any, applied to make-ready work, if applicable.
- (5) After receiving the invoice for the cost of the MAKE READY, you will have the option to accept the costs and authorize PECO to proceed with the application OR reject the costs and cancel the application.
- (6) Should you decide to amend your application for reasons not resulting from PECO's field survey, your application will be canceled and you must resubmit for joint use of PECO's facilities.
- (7) If you accept the cost and authorize PECO to proceed with the application, we will release the Make Ready work to our construction work management upon receipt of the payment. Payment must be received within 60 days of the date of the invoice. After that time, the application will be canceled and if you want to continue with the application at a later date, a new application will be required.
- (8) Upon receipt of the payment authorizing PECO to proceed, PECO will prepare and mail our standard "Pole Attachment Agreement", in duplicate. You must sign both copies in the proper location, and return both copies to this office.
- (9) PECO will complete any required make ready work and return one fully executed copy of the "Pole Attachment Agreement" to you for your records. At this time, PECO will issue a permit, which will permit you to begin work. **The permit must be available on site for inspection during construction.**
- (10) It is understood that the applicant CANNOT attach to any PECO poles or utilize any PECO duct until a permit is issued.
- (11) Applicant will identify their cable on every pole with a PECO approved cable tag.
- (12) This application will remain in effect for sixty (60) days.

*Applicant hereby acknowledges to have read and understood this application, agrees to comply with the application procedures described above and to pay in full the Engineering and Survey fees and understands the initial application fee is non-refundable.*

\_\_\_\_\_  
*Date Signed*

\_\_\_\_\_  
*Applicant's Signature*

*Title:* \_\_\_\_\_

EXHIBIT B

PERMIT

**PERMIT**  
FOR ATTACHMENT  
TO PECO ENERGY POLES

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PERMIT NO.

Control Number:

In accordance with the "Application for Attachment to PECO ENERGY Poles" dated \_\_\_\_\_ and submitted by \_\_\_\_\_, a permit to attach to facilities as outlined in the application for \_\_\_\_\_ Twp., \_\_\_\_\_ County, Pa., on \_\_\_\_\_ Road, is hereby granted for the following facilities:

\_\_\_\_\_ PECO owned poles



**SAFETY FIRST!**

**SAFETY FIRST!**

Please take time to carefully review PECO Energy safety requirements by visiting our website at  
(<http://www.exeloncorp.com/ourcompanies/peco/pecores/safety/>)  
Click on "Safety Around Power Lines" at menu on left side.

Workers may be electrocuted or seriously injured by contact with power lines. Consider ALL OVERHEAD OR UNDERGROUND POWER LINES to be ENERGIZED and NOT INSULATED. PECO will either de-energize and ground or relocate lines that may conflict with construction or other activity or install protective devices designed to guard against ACCIDENTAL contact with energized lines whichever is appropriate for the pending work or activity. In all cases, the Contractor is required to provide an awareness barrier, inform all workers of the location of PECO Energy facilities, instruct them that these facilities are not to be contacted at any time by personnel, tools, material, or equipment, and to keep clear whether energized or not, supervise the work while it is being performed to assure compliance with OSHA regulations and these instructions, and to proactively take action to PREVENT ANY CONTACT with PECO facilities by workers, equipment, tools, or carried items.

TO REQUEST PROTECTIVE COVER - COMPLETE THE ATTACHED FORM!

PECO ENERGY COMPANY

By: \_\_\_\_\_

Date: \_\_\_\_\_

This permit is void if not exercised within ninety (90) days from the date granted.

THIS PERMIT MUST BE AVAILABLE ON SITE FOR INSPECTION DURING CONSTRUCTION.

Mail Completed Form To:  
 PECO Real Estate  
 Department  
 2301 Market Street, N3-3  
 Philadelphia, PA. 19103  
 Or  
 Fax to: 215-841-5419



An Exelon Company

WORKING NEAR PECO ENERGY DELIVERY  
 ELECTRIC LINES OR EQUIPMENT

Location of Work:	Type of Work to be Done:
Contractor/Company:	Contractor Representative:
Name:	Name:
Address:	Address:
Phone:	Phone:
Probable Duration of Job	
Start Date:	End Date:

Exelon Energy Delivery Work Required:  
 (De-energize and ground, relocate, or install protective devices)

Safety on the job site is the employer's/contractor's obligation under OSHA. You must notify Exelon before working within 11 feet of overhead lines. Please note that 69KV lines require 11 feet of clearance. Lines with voltages higher than 69KV are covered by procedure S7070. Lines below 50KV require 10 feet of clearance. OSHA General Industry Standards Section 1910.333, Selection and Use of Work Practices, Sub-section (c) (3), Overhead Lines, states "If work is to be performed near overhead lines, the lines shall be de-energized and grounded, or other protective measures shall be provided before work is started. If protective measures, such as guarding, isolating, or insulating are provided, these precautions shall prevent employees from contacting such lines directly with any part of their body or indirectly through conductive materials, tools, or equipment."

WARN/NG-Workers may be electrocuted or seriously injured by contact with power lines. Consider ALL OVERHEAD OR UNDERGROUND POWER LINES to be ENERGIZED and NOT INSULATED. Exelon will either de-energize and ground or relocate lines that may conflict with construction or other activity or install protective devices designed to guard against ACCIDENTAL contact with energized lines whichever is appropriate for the pending work or activity. In all cases, the Contractor is required to provide an awareness barrier, inform all workers of the location of Exelon Energy facilities, instruct them that these facilities are not to be contacted at any time by personnel, tools, material, or equipment, and to keep clear whether energized or not, supervise the work while it is being performed to assure compliance with OSHA regulations and these instructions, and to proactively take action to PREVENT ANY CONTACT with Exelon Energy Delivery facilities by workers, equipment, tools, or carried items.

Notes/Special Conditions:

_____ (Signature Contractor)	_____ (Date/Time)	_____ (Signature of Exelon)	_____ (Date/Time)
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EXHIBIT C

NOTICE OF REMOVAL BY ATTACHER

Date: \_\_\_\_\_

PECO ENERGY

In accordance with the terms of Agreement dated \_\_\_\_\_, please be advised that we intend to remove our attachments from the following poles between \_\_\_\_\_, 20\_ and \_\_\_\_\_, 20\_.

Pole Number

Pole Location

Permit Number

ATTACHER

BY: \_\_\_\_\_

Notice No. \_\_\_\_\_

Total Poles Discontinued this **Notice**: \_\_\_\_\_

Poles Previously Vacated: \_\_\_\_\_

Total Poles Vacated to **Date**: \_\_\_\_\_



## AFFIDAVIT OF RICHARD KESHGEGIAN

Richard Keshgegian, being duly sworn, deposes and says:

1. I am Supervisor of Underground Electric Operations at PECO Energy Company in Philadelphia, Pennsylvania.

2. In the second quarter of 2019, my title was Design and Construction Consultant.

3. In the second quarter of 2019, under work order number 15890741-01, an inspection of the property located at 1610 North Street, Philadelphia, Pennsylvania occurred.

4. During that inspection, PECO Energy contractor, Miller Bros., Construction Inc., ("Miller Bros.") examined the pole placed on the sidewalk of 1610 North Street, Philadelphia, Pennsylvania to see if the pole could be replaced.

5. Miller Bros. determined that the pole could not be replaced, due to the amount of wires transitioning down the pole.

6. Miller Bros. kedged the pole by hammering in wooden blocks at the base of the pole in an attempt to straighten the pole.

7. The pole did not straighten.

8. Miller Bros. sprayed pole foam at the base. Pole foam is a foam that hardens until it is turns to the consistency of concrete. Pole foam was sprayed in an attempt to secure the ground surrounding the pole.

9. The pole continued to lean, after the pole foam was sprayed.

10. It was determined by Miller Bros. that a guy wire installation was needed to safely secure the pole.

11. This affidavit is true and correct. If sworn as a witness I could testify competently to the foregoing statement.

