

**GENERAL AGREEMENT FOR
JOINT USE OF POLES**

PREAMBLE

The City of Gainesville, Florida, D/B/A Gainesville Regional Utilities (hereinafter called "GRU"), and BellSouth Telecommunications, Inc., a corporation organized under the laws of the State of Georgia, (hereinafter called "BST"), desire to cooperate in the joint use of their respective poles, erected or to be erected within the areas in which both Parties render service in the State of Florida. Joint use of poles shall be permitted and promoted whenever and wherever such use shall, in the estimation of both Parties, be compatible with their respective needs. The Parties do, hereby, in consideration of the premises and the mutual covenants herein contained, covenant and agree for themselves to the following:

ARTICLE I: SCOPE OF AGREEMENT

This Agreement shall be in effect in areas in which both of the Parties render service in the State of Florida, and shall cover all poles of the Parties now existing or hereafter erected, when said poles are brought under this Agreement in accordance with the procedure hereinafter provided. Poles which carry, or are intended to carry, circuits of such a character that in the Owner's judgment the proper delivery of its service now or in the future makes joint use of such poles undesirable, shall be excepted from this Agreement. Poles that, in the Owner's judgment, are not intended to carry overhead conductors, or are otherwise inappropriate for joint use, shall be excepted from this Agreement (for example: streetlight poles with underground electrical sources). The Parties agree that they will not locate any pole or poles in a pole route previously established by the other Party, unless otherwise agreed in writing.

ARTICLE II: EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms when used herein shall have the following meanings:

ANCHOR: a metal plate or screw placed in the ground to provide a counter load to the stringing tensions of BST's and/or GRU's plant. Anchors, rods, and guys (the anchor system) shall be of sufficient size to hold the load placed on it and shall at all times meet the requirements of the National Electric Safety Code.

ATTACHMENT: any wire, cable, strand, material or apparatus affixed to a joint-use pole now or hereafter used by either Party in the construction, operation, or maintenance of its plant.

CHANGE IN CHARACTER OF CIRCUITS: any change desired by either Party of its circuits on joint-use poles, which might make continued joint use undesirable.

CODE: the National Electrical Safety Code (NESC), as it refers to the American National Standards Institute Standard ANSI C-2, and to any revisions thereof.

GUY POLES: structures to which both Parties make attachment for the purpose of transferring conductor loads to anchors. These structures will be counted as joint-use poles.

INJURIES: include death, personal injury, and property damage or destruction.

INSTALLED COST: the entire current cost of placing a bare pole and electrical ground, including material, labor, equipment, and overheads.

JOINT-USE POLE: a pole, hereinafter sometimes referred to as a "Joint Pole", used to provide common support and clearance of supply and communications conductors, constructed in accordance with the requirements of the NESC at the time joint use is established.

LICENSEE: the Party authorized to make attachment to poles owned by the other Party as permitted under the terms of this Agreement.

57 **LICENSOR:** the Party which owns the pole, herein sometimes referred to as the "Owner".
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59 **NEUTRAL ZONE:** the minimum separation as prescribed by Code to separate GRU's "neutral" conductor (or
60 equivalent) from the closest cable television or communication attachment on a pole.
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62 **NOTICES:** the Parties have determined that the use of an electronic notification system will expedite attachment
63 application, transfer, and abandonment processes. Therefore, the Parties agree to use for those purposes electronic
64 correspondence which can be documented (such as the "National Joint Utilities Notification System") to the fullest
65 extent possible and to develop mutually acceptable formats for the transfer of such information.
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67 **OWNER:** the Party, which owns the pole.
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69 **POLE OR POLES:** used singular and plural.
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71 **PREMATURE RETIREMENT VALUE:** sometimes referred to as unamortized value, shall mean the present
72 installed cost of the existing pole depreciated on a 30-year average life and a straight-line depreciation from year of
73 installation to year of removal.
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75 **REARRANGING** moving attachments from one position to another on a pole.
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77 **RELOCATING:** changing the location of an existing pole by removing and reinstalling said pole in a new location
78 or installing a new pole in the new location and removing the existing pole.
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80 **REPLACING:** installing a new pole in close proximity to an existing pole and removing the existing pole.
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82 **RESERVED:** as applied to space on a pole, unoccupied space provided and maintained by Owner, either for its
83 own use or for Licensee's exclusive use, provided that the pole is counted as a joint-use pole with or without
84 attachment by the Licensee.
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86 **RIGHT-OF-WAY:** the legal right to use the property of another.
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88 **SALVAGE VALUE:** the depreciated material value of the removed pole, less handling costs.
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90 **SECONDARY POLE:** structures to which both Parties make attachment for the purpose of supporting low voltage
91 electric service conductors and/or communication service conductors. These structures will be counted as joint-use
92 poles.
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94 **STANDARD JOINT-USE POLE:** a forty-five (45) foot, wood or concrete pole. Conditions such as: poor soil,
95 clearance requirements, strength requirements, third-party requirements (such as those imposed by the Florida
96 Department of Transportation and CSX), etc., may require the installation of poles other than standard. The
97 minimum pole shall be no smaller than thirty-five (35) foot, class 5, wood pole, unless otherwise agreed.
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99 **STANDARD SPACE ALLOCATION:** is the space assigned to each Party for the placement of its attachments on
100 a standard joint-use pole. Usable pole space is divided into two (2) zones, supply and communication. GRU will
101 affix its attachments in the supply zone of the pole, and BST will affix its attachments in the communication zone.
102 A neutral zone of fixed distance separates the two as prescribed by the National Electric Safety Code (reference
103 "Attachment A"). With the exception of secondary and guy poles, the communication zone of a pole will be at least
104 48 inches, unless otherwise agreed to by the Parties.
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106 **TRANSFERRING:** removing attachments from one pole and placing them on another pole located in the
107 immediate vicinity of the pole being replaced. Such action will constitute the maintenance of a pole attachment and
108 will not be considered a new attachment for the purposes of this Agreement.
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110 **UNALLOCATED SPACE:** part of a pole not included in standard space allocation.
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113 **ARTICLE III: SPECIFICATIONS**

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115 The joint use of the poles covered by this Agreement shall, at all times, conform to the requirements of the National
116 Electric Safety Code (NESC), as revised from time to time, except where the lawful requirements of public
117 authorities may be more stringent, in which case the latter will govern.

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119 Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the
120 NESC shall, when accepted in writing by both Parties hereto through their agents authorized to approve such
121 changes, likewise govern the joint use of poles.

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123 In those cases where the Owner is cited by the Florida Public Service Commission (FPSC) for NESC violations
124 attributable to the action(s) or omission(s) of the Licensee, the Owner may bill the Licensee an Administrative Fee
125 of \$100.00 per violation provided that the Licensee has been afforded the benefit of all terms and conditions of this
126 Agreement. As an example: the Licensee will not be held responsible for the failure to transfer an attachment if the
127 Owner first failed to give the prescribed notice to the Licensee that such work may proceed.

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129 The Licensee shall remedy each reported construction deficiency caused by the Licensee within forty-five (45) days
130 of receipt of written notice or within the time frame allowed by the FPSC, whichever is earlier. Failure to do so
131 shall constitute default and the Owner, at its option, may cause those deficiencies to be remedied at the Licensee's
132 sole expense without prior consent.

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134 **ARTICLE IV: CONDITION FOR USE OF SPACE**

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136 A. Allocated pole space may, without additional charge, be used by the Party to which it is not allocated for
137 the purpose of installing and maintaining vertical attachments (such as, but not limited to, ground wires,
138 gang-operated switch control rods, and underground risers) provided that the proposed use is authorized by
139 the terms of the Code and such use does not preclude the use of the space by the Party to which such space
140 is allocated. Such vertical attachment(s) will be placed on a quarter section of the pole (if possible) in a
141 manner which will not obscure pole identification and other markings.

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143 If Code provisions cannot be met, billing for the required modifications will be done in accordance with
144 Article X.

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146 B. Unallocated space may be used for vertical runs and/or the mounting of equipment or attachments by either
147 Party provided that the proposed use is authorized by the terms of the Code. Such vertical attachment(s)
148 will be placed on a quarter section of the pole (if possible) in a manner which will not obscure pole
149 identification and other markings.

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151 If Code provisions cannot be met, billing for the required modifications will be in accordance with Article
152 X.

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154 C. When placing, transferring, or rearranging attachments:

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156 1. Except as otherwise expressly provided, each Party shall at all times perform such work as
157 promptly as possible under existing circumstances and in such manner as not to interfere with the
158 pole work being done by, or the public service being furnished by, the other Party.
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160 2. Each Party shall place, transfer, and rearrange its own attachments, including guys and anchors, to
161 sustain any unbalanced loads caused by its attachments and perform any tree trimming or cutting
162 incidental thereto. Each Party shall supply and install separate anchors for its own system, unless
163 otherwise agreed.

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165 D. Costs in connection with establishing joint use of existing poles, including any necessary pole
166 replacements, shall be borne by the Parties hereto in the manner provided in Article X.

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168 E. All fiber-optic cables installed by either Party shall be clearly identified as to its owner on every third (3rd)

169 pole. Such marking shall be physically attached to the cable and not to the pole. The Parties shall develop
170 a mutually agreeable marking system prior to the installation of new or additional fiber-optic cables on any
171 joint use pole.
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173 **ARTICLE V: JOINT USE OF EXISTING POLES**
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175 Whenever either Party desires to place or reserve space for the future placement of its initial attachment to any pole
176 owned by the other Party, that Party shall first make application to the Owner. The application will specify the
177 location of the pole in question and the number and character of the attachments to be placed thereon. The applicant
178 shall make no attachments unless, and until, the Owner grants permission to make the requested attachments. The
179 Owner will respond to the application within twenty (20) days of receipt.
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181 Unless the poles in question are excluded from joint-use as provided by Article I, the Owner shall grant the
182 Applicant permission to place or reserve space for its initial attachment. Upon completion of any facility transfer or
183 rearrangement required to accommodate attachment to said pole, including any necessary pole replacement the
184 Applicant, as Licensee hereunder, shall have the right to use said pole for attachments of the character specified in
185 its application, in accordance with the terms of this Agreement. Verbal notice may be given in cases deemed
186 necessary by either Party provided such notice is documented appropriately.
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188 Service drops may be attached to all poles, except those excluded under Article I, without benefit of written or
189 verbal application. Such attachments must be constructed in strict accordance with Article III.
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191 If any Licensee attachment is found on a pole for which no permission has been recorded, with the exception of
192 service drops, the Owner, without prejudice to its other rights or remedies under this Agreement or otherwise, may
193 impose a charge of \$100.00 per pole to cover administrative expenses. It is the desire of both parties to use the
194 charge as a tool to encourage the use of the application/approval process in lieu of either party habitually making
195 attachments without application.
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197 Attachments placed by either Party on the other's pole without such applications and approval shall, in any event,
198 bring such pole under the terms of this Agreement. However, the Owner shall have the right to require the Licensee
199 to remove, at its sole expense, any such attachments on poles precluded from joint use as provided for in Article I.
200 Should the Licensee fail to remove such attachments following written notice to Licensee of them and a reasonable
201 period for removal, the Owner may cause the attachments to be removed at the Licensee's sole expense without prior
202 consent.
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204 Whenever a pole proposed for joint use is of insufficient height or strength for the existing or proposed attachments,
205 the Owner shall replace, or cause to have replaced, the pole in question with one of sufficient height and strength, as
206 mutually agreed. Whenever an additional pole must be placed within an existing pole line, the Owner of that pole
207 line shall place, or cause to have placed, a pole of the necessary height and strength, as mutually agreed, and at a
208 location, as mutually agreed. The cost to establish the joint use of existing poles shall be borne by the Parties hereto
209 in the manner provided in Article X.
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211 When the removal of an attachment is initiated by the Licensee, the Licensee is responsible for providing prompt
212 notice of that action to the Owner.
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214 **ARTICLE VI: ESTABLISHING JOINT USE OF NEW POLES**
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216 Whenever either Party is required to install or replace poles as prescribed by this Agreement, the Party which
217 requires the proposed work shall notify the other Party of the necessary construction and shall submit with such
218 notice its plans showing the proposed location and character of the new poles and the character of attachments it will
219 use thereon. Verbal notice may be given in cases deemed necessary by either Party provided such notice is
220 documented appropriately.
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222 Within twenty (20) days after the receipt of such a construction notice, the other Party shall reply stating whether it
223 does or does not desire to construct attachments or to reserve space on the pole or poles in question. The reply
224 should also state the number and the character of attachments proposed to be placed on the new poles. If the

225 character of attachments does not exclude the poles from joint use under the provisions of Article I, poles suitable
226 for joint use shall be erected. Licensee shall make no attachments unless and until the Owner issues a written
227 permission therefor. Such construction should be completed so as to not adversely affect the service requirements of
228 either Party. The completion date should be mutually acceptable to both Parties.
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230 In any case where the Parties conclude arrangements for the joint use of any new poles to be erected, and the Party
231 proposing to construct the new pole facilities already owns the majority share of joint poles, the Parties shall take
232 into consideration the desirability of having the new pole facilities constructed and owned by the Party which owns
233 the minority share of joint-use poles. This option shall be exercised if mutually agreed upon and provided that the
234 required date of completion, as determined by the Party which requires the construction activity, can be met and that
235 the transfer of construction responsibility will accommodate sound engineering and construction practice. If any
236 Licensee attachment is found on a pole for which no permission has been recorded, with the exception of service
237 drops, the Owner, without prejudice to its other rights or remedies under this Agreement or otherwise, may impose a
238 charge of \$100.00 per pole to cover administrative expenses. It is the desire of both parties to use the charge as a
239 tool to encourage the use of the application/approval process in lieu of either party habitually making attachments
240 without application.
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242 Attachments placed by either Party on the other's pole without application and approval shall, in any event, bring
243 such pole under the terms of this Agreement. However, the Owner shall have the right to require the Licensee to
244 remove, at its sole expense, any such attachments on poles precluded from joint use as provided for in Article I.
245 Should the Licensee fail to remove such attachments following written notice to Licensee and a reasonable period
246 for removal, the Owner may cause the attachments to be removed at the Licensee's sole expense without prior
247 consent.
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249 Each Party shall place its own attachments on the new joint poles and place guys and anchors to sustain any
250 unbalanced loads caused by its attachments. Each Party shall execute its work promptly and in such manner as not
251 to interfere with the service of the other Party.
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253 Costs in connection with establishing joint use of new poles shall be borne by the Parties hereto in the manner
254 provided in Article X.
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256 **ARTICLE VII: RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS**

257 The Owner and the Licensee will cooperate in obtaining rights-of-way or easements for both Parties on joint-use
258 poles. Before placing any attachments, however, the Licensee shall, at its own expense, obtain any public or private
259 consents and grants that may be necessary for the use by it of such pole or poles and, when required by the Owner,
260 make proper manifest thereof to the Owner. The Owner does not guarantee that permission has been granted by
261 property owners, municipalities, or others to the Licensee for the use of its poles by the Licensee. If objection arises
262 to the placement of the Licensee's attachments on any such joint-use poles, the Licensee must satisfactorily remedy
263 the situation or remove its attachments from the Owner's poles within forty-five (45) days of receipt of the objection.
264 Should the Licensee fail to remove its attachments, the Owner may cause the attachments to be removed at the
265 Licensee's sole expense without prior consent following written notice and failure by Licensee to remove within
266 seven (7) days.
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269 Where reasonably practicable, the Owner shall, at its own expense, provide the initial clearing of the right-of-way
270 sufficient for both Parties when constructing a new joint-use pole line. Any and all additional trimming required for
271 side clearance, etc. shall be the responsibility of each Party for its own circuits. Subsequent cyclical trimming
272 requirements shall be the responsibility of each Party for its own circuits.
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274 **ARTICLE VIII: MAINTENANCE OF POLES AND ATTACHMENTS**

275 The Owner shall, at its own expense, maintain its joint-use poles in a safe and serviceable condition, including any
276 tree trimming related strictly to the preservation of pole integrity, in accordance with Article III, and shall replace,
277 subject to the provisions of Article X, poles that become defective, in whole or in part. If, after receiving proper
278 notice of a defect, the Owner does not execute the required remedial construction or maintenance activity in a timely
279 manner, the Licensee may cause to have such necessary construction or maintenance activity executed, and the total
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281 cost shall be borne by the Owner without prior consent.
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283 Whenever it is necessary to relocate, replace, or abandon a joint-use pole, the Owner shall, before initiating
284 construction, give notice thereof to the Licensee. However, in case of emergency and/or customer request, verbal
285 notice may be given provided such notice is documented appropriately.
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287 Each Party shall, at its own expense, maintain, rearrange, transfer, and remove all of its attachments in accordance
288 with the specifications mentioned in Article III and subject to the provisions of Article X.
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290 Upon completion of relocation or replacement work by the Owner, which requires the transfer of the Licensee's
291 attachments, the Owner will provide written notice to the Licensee that such transfers can be executed. The
292 Licensee's transfer and/or removal work should be completed within forty-five (45) days of proper notice and/or the
293 actual removal of the Owner and third-party attachments (whichever occurs later). Financial responsibility for the
294 ultimate removal and disposal of the pole shall be borne by the Owner.
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296 If the Licensee fails to complete transfer work in the forty-five (45) day period the Owner may effect an immediate
297 transfer of pole ownership by written notification to the Licensee. The former Owner shall execute such instruments
298 as may be necessary to transfer such rights so far as the same can be legally transferred. Responsibility for the
299 removal and disposal of the pole (financial and physical) will, therefore, become the sole responsibility of the new
300 Owner (the former Licensee).
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302 If the Licensee is required to effect the transfer of its facilities first (as is generally the case with electric facilities), it
303 shall give the Owner notice when the transfer of electric facilities has been completed.
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305 When replacing a joint-use pole, the new pole will be installed in close proximity to the existing pole unless special
306 conditions make it necessary to set it in a different location. The Parties hereby agree to evaluate the cost
307 effectiveness of utilizing a "cut and kick" approach to effect the replacement of joint-use poles which have
308 underground risers (power or communication) attached.
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310 Each Party shall be responsible for the establishment and maintenance of effective equipment grounding and/or
311 bonding for their equipment and system. The pole ground conductor and earth ground system (ground rod, etc.) shall
312 be made available for use by both Parties and shall normally be installed in conjunction with the pole by the Owner.
313 The frequency of installation and the physical location of grounding facilities will be mutually agreed upon by the
314 Parties prior to construction. Extraordinary and/or subsequent grounding requirements shall be the responsibility of
315 the Party which requires the additional grounding.
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317 The Parties hereby agree that a cooperative approach will be taken in solving Radio Frequency Interference (RFI)
318 problems and Television Interference (TVI) problems.
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320 ARTICLE IX: ABANDONMENT OF JOINTLY USED POLES

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322 In the event a jointly used pole is to be abandoned by its Owner, the Owner shall grant the Licensee the option of
323 ownership whenever possible. The Owner shall not unreasonably withhold the transfer of ownership option.
324 However, the Parties recognize that from time to time it will be necessary to convert overhead infrastructure to
325 underground. The Parties agree to work in a cooperative and open manner to determine the technical feasibility of
326 such conversion projects and to minimize the respective costs of such projects. Toward this end, the Parties agree to
327 provide each other a schedule of known conversion projects. The Parties agree to consult with one another early in
328 the project planning process with respect to the status, present and future, of the affected pole plant. . BST is further
329 encouraged to participate with GRU and other affected parties, in the development of a sound and responsible utility
330 infrastructure conversion program. It is understood that neither Party agrees to any specific conversion project by
331 virtue of this executed Agreement.
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333 A. Upon receipt of ninety (90) days written notice that the Owner shall abandon its poles with provisions to
334 grant the Licensee option of ownership, the Licensee must elect one of the following options:
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336 1. The Licensee shall assume ownership of the poles immediately upon written notice from the

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Owner stating that its construction activity has been completed. The Licensee shall pay the former Owner the premature retirement value of said pole or such other equitable sum as may be agreed upon by the Parties. Credit shall be allowed for any payments that the Licensee may have made under the provisions of Article X when the pole was originally set. The former Owner shall execute such instruments as may be necessary to transfer such rights so far as the same can be legally transferred. To the extent some rights cannot be transferred, the new Owner shall secure whatever land rights may be necessary for the continued operation and maintenance of its infrastructure. Responsibility for the eventual removal and disposal of the pole will therefore become the sole responsibility of the new Owner (the former Licensee).

2. Complete its transfer and/or removal work within sixty (60) days of the abandonment notice. If the Licensee fails to complete the required transfer work within the time allocated, the situation may be remedied by exercising on of the following options:
 - a. The Owner will grant a finite time extension within which the Licensee will complete the required work.
 - b. The Owner will effect an immediate transfer of pole ownership by written notification to the Licensee. The Licensee shall pay the Owner the premature retirement value of said pole. The former Owner shall execute such instruments as may be necessary to transfer such rights so far as the same can be legally transferred. Responsibility for the removal and disposal of the pole will therefore become the sole responsibility of the new Owner.
- B. Upon receipt of ninety (90) days written notice that the Owner shall abandon its poles without provision to grant the Licensee option of ownership, the Licensee shall complete the removal of its pole attachments within the time specifies in the notice. If the Licensee fails to complete the required removal work within the time allocated, the situation may be remedied by exercising either if the following options:
 1. The Owner will grant a finite time extension within which the Licensee will complete the required work.
 2. The Owner will remove or caused to have removed the Licensee's attachments. The Licensee will then be invoiced the total cost for such work without prior consent.

The Licensee may at any time abandon the use of any joint use pole by removing therefrom all of its attachments, and by giving due notice thereof to the Owner. The Licensee shall in all cases pay to the Owner the full rental for said pole for the then current year.

ARTICLE X: DIVISION OF COSTS

- A. New Construction: the installed cost of poles proposed for joint use shall be borne by the Parties in accordance with the following:
 1. A standard joint-use wood pole, or a joint-use wood pole smaller than the standard, may be installed by either Party. The Party that installs the pole will be the Owner and will bear all costs associated with the pole installation.
 2. A pole larger than the standard, the extra height of which is due wholly to one Party's requirements, shall be installed by that Party. All concrete poles shall be installed by GRU. The Party that installs the pole will be the Owner and will bear all costs associated with the pole installation unless otherwise agreed.
 3. A pole larger than the standard, the extra height of which is due to both Parties' requirements, may be installed by either Party. The Party that installs the pole will be the Owner and will bear all costs associated with the pole installation unless otherwise agreed.

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4. A pole larger than the standard, the extra height of which is due to the requirements of public authorities or third Parties, may be installed by either Party. The Party that installs the pole will be the Owner and will bear all costs associated with the pole. Any financial assistance provided by the public authority or third party shall be payable directly and solely to the Party installing the pole(s).

B. Existing Construction: The modification and/or upgrading of existing poles proposed for joint use shall be borne by the Parties in accordance with the following:

1. If the Applicant requests that an existing non-defective pole, unsuitable for joint use, be replaced, the Applicant will pay for Owner's expenses to effect the requested construction. In consideration of safety and electric system reliability, GRU will install all poles that are of sufficient height to make contact with existing high voltage conductors during, or after, placement. However, should BST be the Owner of the original pole and BST desire to retain ownership of the replacement pole, GRU will install the pole(s) at BST's expense. Costs shall be allocated as follows:

Applicant's Responsibility:

- (a) the Owner's cost to remove and dispose of the old pole, plus
- (b) the Owner's cost to transfer existing attachments, plus
- (c) the premature retirement value of the Owner's pole, less
- (d) the net salvage value of the Owner's pole

Owner's Responsibility:

- (a) the cost to install the new pole.

2. If the Applicant requests that an existing defective pole, unsuitable for joint use, be replaced, the Owner shall effect the requested construction. Costs shall be allocated as follows:

Applicant's Responsibility:

- (a) none

Owner's Responsibility:

- (a) the cost to install the new pole

3. If the Applicant requests that an intermediate pole be installed within an existing pole line and such construction is for the applicant's sole benefit, GRU will install the new pole, and it will become the Owner. GRU may be the applicant in this situation. Costs shall be allocated as follows:

Applicant's Responsibility:

- (a) the other Party's cost to establish attachments

GRU's Responsibility:

- (a) the cost to install the new pole.

NOTE: The intermediate pole shall as a minimum conform to the height and class of the adjacent, existing poles in the pole line.

4. If the Applicant requests that an intermediate pole be installed within an existing pole line and such construction is to the mutual benefit of the Parties, GRU will install the new pole, and it will

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become the Owner.

Applicant's Responsibility:

(a) none

GRU's Responsibility:

(a) the cost to install the new pole

- C. The modification of existing joint-use poles shall be borne by the Parties in accordance with the following:
 - 1. The replacement of an existing defective joint-use pole shall be the Owner's responsibility. A pole taller or shorter than standard may be installed dependent upon the needs of the Owner and/or the Licensee. Each party shall be responsible for its own attachments. In consideration of safety and electric system reliability, GRU will install all poles that are of sufficient height to make contact with existing high voltage conductors during, or after, placement. However, should BST be the Owner of the original pole and BST desires to retain ownership of the replacement pole, GRU will install the pole(s) at BST's expense.
- Owner's Responsibility:**
- (a) the cost to install the new pole.
- D. When less costly rearrangements can be performed by either Party which would defer the cost of replacing a pole, these rearrangements may be made at the discretion of the affected Party. The associated cost will be borne by the Party requesting such rearrangements. These costs do not apply to rearrangements required to permit the full use of allocated space as outlined in Article II.
 - E. "Attachment B", attached hereto and titled "Plant Depreciation Schedule", is to be used in determining retirement costs referenced above.
 - F. "Attachment C", attached hereto and titled "Installed Cost Schedule", is to be used in determining construction costs referenced above.
 - G. Each Party shall bear the actual cost of repairing damages to the other Party's facilities occasioned by its sole negligence or the sole negligence of anyone acting on its behalf. When the damage arises out of the negligence of both Parties, or others acting on their behalf, the actual cost of repair shall be apportioned between the Parties according to their respective negligence.
 - H. Each Party shall bear the total costs of services provided for one Party by the other Party, which have not been specifically stated in this or other articles of this Agreement, when such services are consented to by the Party for whom the services are performed.

ARTICLE XI: CHARACTER OF CIRCUITS TO BE CHANGED

When either Party desires to substantially change the character of its circuits on jointly-used poles, such Party shall give ninety (90) days notice to the other Party of such contemplated change. A substantial change in character of electrical circuits shall be defined as an increase in primary distribution voltage to 34.5KV (phase to phase) or higher. The cost of construction required to satisfy Article III, Specifications, for the character of circuits contemplated, will be borne by the appropriate Party as provided for in Article X.

ARTICLE XII: RENTAL FEES

- A. Pole attachment fees will be payable annually. Each Party will maintain a tally of Licensee attachments authorized and Licensee attachments removed in order that the baseline counts can be updated at the end of

505 each December. GRU will invoice BST immediately following the start of the calendar year. The amount
506 of this invoice will represent the net of payments due GRU and BST for pole attachments in place the
507 previous calendar year or any part thereof. All invoices shall be payable within sixty (60) days.
508

509 The pole attachment fees for 1998 are as follows:
510

511 \$17.35 BST attachment(s) to each GRU pole per year
512 \$22.00 GRU attachment(s) to each BST pole per year
513

514 Fees will be adjusted annually after 1998. Each adjustment will be capped by the percentage change in the
515 Consumer Price Index All Urban Consumers (CPI-U) issued by the U.S. Department of Labor Bureau of
516 Labor Statistics (1967=100) for the twelve-month period ending September 30th of the previous year unless
517 otherwise agreed. Notice of all fee schedule changes after 1998 will be made in writing and in conjunction
518 with confirmation of the number of poles to be billed. The effective date of the fee schedule changes shall
519 be January 1 of the following year unless other wise agreed.
520

- 521 B. The Parties will conduct an initial joint-use pole count subsequent to the execution of this Agreement. The
522 results of this initial joint-use pole inventory will serve as the baseline count for all attachments and
523 provisions governed by this Agreement. The initial joint-use inventory results will also serve as the basis
524 for the 1999 and 2000 pole attachment retroactive billing to be generated following the completion of the
525 inventory. These results will be adjusted by attachment activity completed after the inventory has been
526 concluded. All non-permitted attachments discovered in the initial joint-use pole count will be
527 grandfathered into this agreement and shall not be subject to \$100 Administration Fee detailed in Article V.
528

529 Thereafter, future pole counts or statistical samplings shall be considered at five (5) year intervals or at
530 intervals mutually acceptable to both Parties. The cost of a basic joint-use pole count shall be borne by each
531 Party in proportion to the number of poles each Party owns. The cost of obtaining additional information
532 during the joint-use pole count will be borne by the Party or Parties desiring the additional information. If
533 there is any difference between the actual number of pole attachments documented by the field inventory
534 and the number of attachments last invoiced, per the aforementioned annual tally, a correction will be made
535 by retroactive billing through proration of the difference distributed evenly across all billing periods from
536 the time of the last inventory through the calendar year ended prior to the completion of the inventory. The
537 pole attachment invoices for this timeframe will be recomputed and re-invoiced.
538

- 539 C. Subsequent to the conclusion of the initial field survey and every year thereafter, GRU will invoice BST for
540 forty (40) additional attachments in consideration for BST service wire attachments that are made without
541 the requirement of a formal permit. The forty (40) additional attachments referenced above shall be offset
542 annually by the number of BST service wire attachments that are documented during the year via discovery
543 or formal notification.
544

545 ARTICLE XIII: DEFAULTS 546

547 If either Party defaults in any of its obligations under this Agreement and such default continues thirty (30) days
548 after due notice thereof in writing by the other Party, the Party not in default may suspend the rights of the Party in
549 default insofar as concerns the granting of the future joint use. Furthermore, if such default shall continue for a
550 period of thirty (30) days after such suspension, the Party not in default may terminate this Agreement in its entirety
551 as prescribed in Article XX.
552

553 If either Party defaults in the performance of any work it is obligated to do within the timeframe(s) specified under
554 this Agreement, the other Party may elect to do such work without prior consent. The Party in default shall
555 reimburse the other Party for the cost thereof and any costs incurred in enforcing this Agreement, including
556 attorney's fees, court costs, and costs of preparation for trial. Failure on the part of the defaulting Party to make
557 such payment within thirty (30) days upon presentation of bills therefore shall, at the election of the other Party,
558 constitute a default under the preceding paragraph of this Article XIII.
559

560 Notices prescribed in this article shall be originated by the Assistant General Manager/Energy Delivery for GRU or

561 the Network Vice President - NF for the BST, or their respective successors or designees.
562

563 **ARTICLE XIV: THIRD-PARTY RIGHTS**
564

565 Attachments by third parties, including legally franchised utilities, shall be granted only by the Owner of the poles
566 involved. Nothing contained within this Agreement shall be construed as affecting the Owner's rights or privileges
567 to grant such attachments. Any rental or attachment revenues earned in connection with third party or legally
568 franchised utilities shall accrue to the Owner. Revenue from electric and communication services furnished to such
569 third-party attachments shall accrue to the respective utility supplying the service.
570

571 Third-party attachments shall not be located within the space normally allocated to the other joint use Party unless
572 that Party:
573

- 574 1. Has agreed in writing to relinquish part or all of its space to accommodate such third- party attachment.
575 However, if the joint-use Party wishes at a later date to exercise its option to reclaim its space allocation,
576 the third-party licensee shall be responsible, at its sole expense, for the cost of rearrangement or
577 construction required to accommodate the joint use Party expansion unless otherwise agreed, or,
578
- 579 2. Has waived in writing its option to reserve space allocation. However, if the joint-use Party wishes at a
580 later date to utilize the space normally allocated to that Party, the joint-use Party shall be responsible, at its
581 sole expense, for the cost of rearrangement or construction required to accommodate the third-party
582 facilities.
583

584 Where local, state or federal governmental regulations require the Owner to allow third parties the use of its poles,
585 such use shall be permitted under the terms of this Article.
586

587 **ARTICLE XV: ASSIGNMENTS OF RIGHTS**
588

589 Except as otherwise provided in this Agreement, neither Party shall assign or otherwise dispose of this Agreement or
590 any of its rights or interests hereunder, or in any of the jointly used poles, attachments, or rights-of-way covered by
591 this Agreement, to any firm, corporation, or individual, without the written consent of the other Party. Such consent
592 shall not be unreasonably withheld.
593

594 **ARTICLE XVI: WAIVER OF TERMS OR CONDITIONS**
595

596 The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this
597 Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same
598 shall be and remain at all times in full force and effect.
599

600 **ARTICLE XVII: LIABILITY AND DAMAGES**
601

602 Both Parties shall, to the fullest extent permitted by law, indemnify and hold harmless the other Party from and
603 against any and all liabilities, lawsuits, penalties, demands, claims, damages, losses and expenses, including but not
604 limited to attorneys' fees, including those of all appeals, which may arise out of or result from one (1) Party's
605 negligent acts or omissions related to joint use of poles under this Agreement. It is the express intent of the Parties
606 to this Agreement that, in situations involving the joint or concurrent negligence of both Parties, each Party's
607 liability to the other as indemnitor shall be commensurate with that Party's degree of negligence. Any
608 interpretations regarding this Agreement or any activities arising hereunder shall be governed by the laws of the
609 State of Florida.
610

611 **ARTICLE XVIII: BILLS AND PAYMENT**
612

613 Construction and maintenance charges, as outlined in Article X, shall be billed by the Party executing the work
614 within ninety (90) days following completion. The statement shall provide: a detailed breakdown of labor, material,
615 equipment, and overhead components; work location; work date; job number or other specific project identifier, and
616 the name of the authorizing engineer. The other Party shall pay the amount due within sixty (60) days of receipt of

617 such statement. If the bill is in dispute, written notice of the dispute must be remitted within thirty (30) days after
618 receipt of the statement. Failure to make payment or provide notice as stipulated above shall constitute default.
619

620 **ARTICLE XIX: NOTICES AND PLACE OF BUSINESS**

621 Whenever this Agreement provides that notice be given by either Party to the other, such notice shall be in writing,
622 mailed, or delivered to the Assistant General Manager/Energy Delivery, Gainesville Regional Utilities, P.O. Box
623 147117, Gainesville, Florida 32614-7117, or to the Network Vice President - NF, BellSouth Telecommunications,
624 Inc., 301 West Bay Street, Room 15FF1, Jacksonville, Florida 32202, as the case may be, or to such other addressee
625 as either Party may from time to time designate in writing for that purpose.
626

627
628 **ARTICLE XX: TERM OF AGREEMENT**

629 Subject to the provisions of Article XIII herein, this Agreement shall continue in full force and effect through
630 December 31, 2008, and shall continue thereafter until terminated. Either Party may terminate this Agreement,
631 insofar as the right to establish additional joint-use poles, by giving to the other Party a one (1) year written notice.
632 Any termination of this Agreement shall not abrogate or terminate the right of either Party to maintain existing
633 attachments and to make additional attachments to existing joint-use poles. All such attachments shall continue
634 thereafter to be maintained, pursuant to, and in accordance with, the terms of this Agreement. So long as such
635 attachments are continued, this Agreement shall remain in full force and effect solely and only for the purpose of
636 governing and controlling the rights and obligations of the Parties with respect to such attachments.
637

638 Point of clarification: Should a joint-use pole be replaced due to its physical condition or incidental displacement,
639 the Licensee shall be allowed to attach its displaced facilities to the replacement pole. This action shall be consistent
640 with maintaining an attachment. However, should a series of poles be displaced, typically due to road construction
641 or improvement or other forced relocation, the Licensee shall not be entitled to automatically attach to the new pole
642 line. The Licensee must submit a joint use application to the Owner for such purpose.
643

644
645 **ARTICLE XXI: EXISTING AGREEMENTS**

646 The Joint-Use Agreements dated August 1, 1967, and October 10, 1980, between the City of Gainesville and BST
647 (formerly, Southern Bell) are, by mutual consent, hereby canceled and superseded by this Agreement.
648

649
650 **ARTICLE XXII: SUPPLEMENTAL ROUTINES AND PRACTICES**

651 Nothing in the foregoing shall preclude the Parties to this Agreement from preparing such supplemental agreements,
652 operating routines, or working practices as they mutually agree, in writing, to be necessary or desirable to effectively
653 administer the provisions of this Agreement. Attachments A, B, and C are to be included as part of this Agreement
654 and may from time to time be revised when deemed necessary with the approval in writing of the Assistant General
655 Manager/ Energy Delivery, Gainesville Regional Utilities, and the Network Vice President - NF for BST, or their
656 respective successors or designees.
657

658
659 **ARTICLE XXIII: GOVERNING LAW**

660 This Agreement and the performance of obligations under its terms shall be governed by the Laws of the State of
661 Florida without regard for conflicts of laws principles. Venue for any litigation related to this Agreement shall be in
662 the Circuit Court, Eighth Judicial Circuit of Florida.
663

664 IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in duplicate and signed by
665 their respective representative thereunto duly authorized. On the ____ day of _____, 2001, effective as of July 1,
666 1998.

667
668 ATTEST:

City of Gainesville d/b/a Gainesville Regional
Utilities


By _____
General Manager

BellSouth Telecommunications, Inc.

By 
Network Vice President - NF

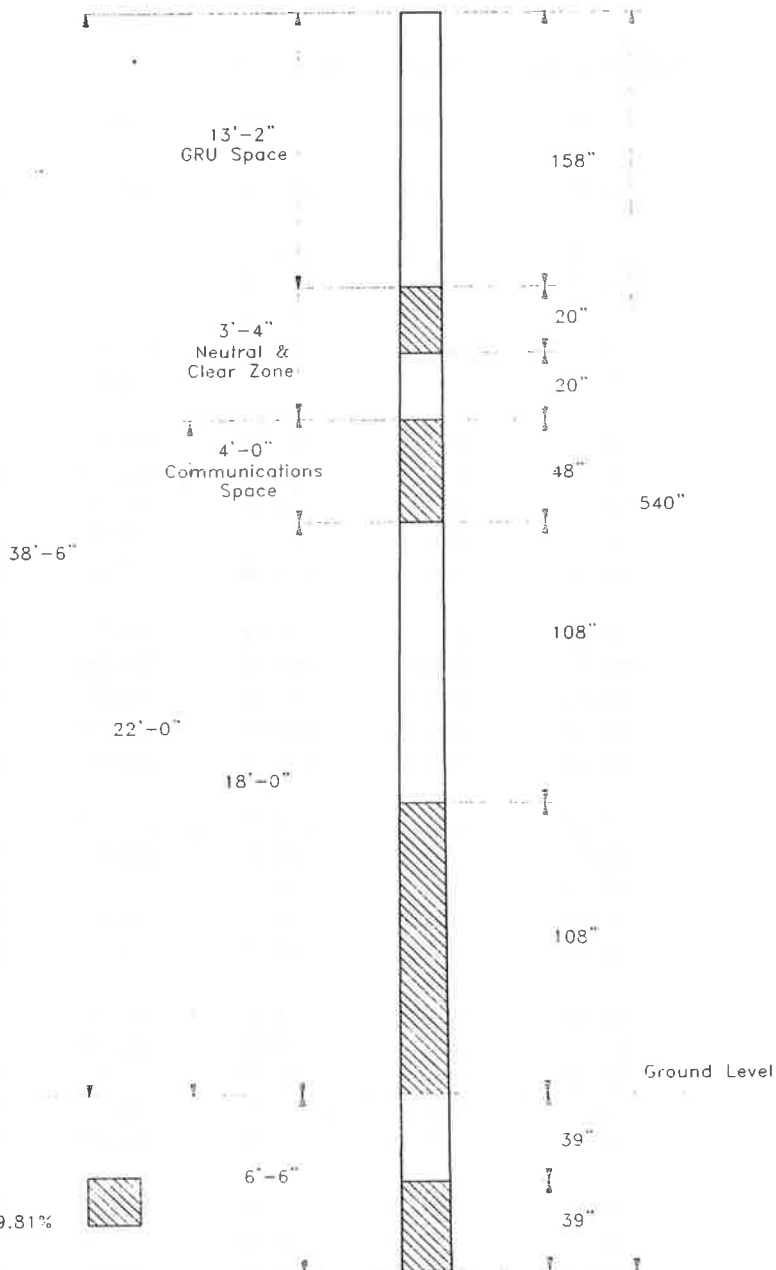
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682 LUDIE R. HALLIEY
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686
687 Approved as to Form and Legality:

688 
689 _____
690 Utilities Attorney
691 City of Gainesville
692



Attachment A
 Joint Use 45' Standard Pole
 Space Allocation




Part of pole used
 by communications
 $215''$ or $\frac{215''}{540} = 39.81\%$



Part of pole used by GRU
 $325''$ or $\frac{325''}{540} = 60.19\%$



	Gainesville Regional Utilities Energy Delivery
	Space Allocation, Joint Use 45' Pole

ATTACHMENT "B"
 PLANT DEPRECIATION SCHEDULE
 January 2001

YEAR:	WOOD POLE DESCRIPTION (height/class)						
	30/6	35/5	40/4	45/4	50/3	50/2	55/3
0	300.89	348.80	433.24	500.13	586.69	625.41	731.37
1	292.29	338.83	420.86	485.84	569.93	607.54	710.47
2	283.70	328.87	408.48	471.55	553.16	589.67	689.58
3	275.10	318.90	396.11	457.26	536.40	571.80	668.68
4	266.50	308.94	383.73	442.97	519.64	553.93	647.78
5	257.91	298.97	371.35	428.68	502.88	536.07	626.89
6	249.31	289.01	358.97	414.39	486.11	518.20	605.99
7	240.71	279.04	346.59	400.10	469.35	500.33	585.10
8	232.12	269.07	334.21	385.81	452.59	482.46	564.20
9	223.52	259.11	321.84	371.53	435.83	464.59	543.30
10	214.92	249.14	309.46	357.24	419.06	446.72	522.41
11	206.32	239.18	297.08	342.95	402.30	428.85	501.51
12	197.73	229.21	284.70	328.66	385.54	410.98	480.61
13	189.13	219.25	272.32	314.37	368.78	393.11	459.72
14	180.53	209.28	259.94	300.08	352.01	375.25	438.82
15	171.94	199.31	247.57	285.79	335.25	357.38	417.93
16	163.34	189.35	235.19	271.50	318.49	339.51	397.03
17	154.74	179.38	222.81	257.21	301.73	321.64	376.13
18	146.15	169.42	210.43	242.92	284.96	303.77	355.24
19	137.55	159.45	198.05	228.63	268.20	285.90	334.34
20	128.95	149.49	185.67	214.34	251.44	268.03	313.44
21	120.36	139.52	173.30	200.05	234.68	250.16	292.55
22	111.76	129.55	160.92	185.76	217.91	232.30	271.65
23	103.16	119.59	148.54	171.47	201.15	214.43	250.76
24	94.57	109.62	136.16	157.18	184.39	196.56	229.86
25	85.97	99.66	123.78	142.89	167.63	178.69	208.96
26	77.37	89.69	111.40	128.60	150.86	160.82	188.07
27	68.77	79.73	99.03	114.32	134.10	142.95	167.17
28	60.18	69.76	86.65	100.03	117.34	125.08	146.27
29	51.58	59.79	74.27	85.74	100.58	107.21	125.38
30	42.98	49.83	61.89	71.45	83.81	89.34	104.48
31	34.39	39.86	49.51	57.16	67.05	71.48	83.59
32	25.79	29.90	37.13	42.87	50.29	53.61	62.69
33	17.19	19.93	24.76	28.58	33.53	35.74	41.79
34	8.60	9.97	12.38	14.29	16.76	17.87	20.90
35	0.00	0.00	0.00	0.00	0.00	0.00	0.00

PLANT DEPRECIATION SCHEDULE
January 2001

YEAR:	CONCRETE POLE DESCRIPTION (height/class)						
	30/I	35/I	35/II	40/III	45/III	50/III	55/III
0	496.17	512.09	558.06	747.35	870.97	897.15	1,087.53
1	481.99	497.46	542.12	726.00	846.09	871.52	1,056.46
2	467.82	482.83	526.17	704.64	821.20	845.88	1,025.39
3	453.64	468.20	510.23	683.29	796.32	820.25	994.31
4	439.46	453.57	494.28	661.94	771.43	794.62	963.24
5	425.29	438.93	478.34	640.59	746.55	768.99	932.17
6	411.11	424.30	462.39	619.23	721.66	743.35	901.10
7	396.94	409.67	446.45	597.88	696.78	717.72	870.02
8	382.76	395.04	430.50	576.53	671.89	692.09	838.95
9	368.58	380.41	414.56	555.17	647.01	666.45	807.88
10	354.41	365.78	398.61	533.82	622.12	640.82	776.81
11	340.23	351.15	382.67	512.47	597.24	615.19	745.73
12	326.05	336.52	366.73	491.12	572.35	589.56	714.66
13	311.88	321.89	350.78	469.76	547.47	563.92	683.59
14	297.70	307.25	334.84	448.41	522.58	538.29	652.52
15	283.53	292.62	318.89	427.06	497.70	512.66	621.45
16	269.35	277.99	302.95	405.70	472.81	487.02	590.37
17	255.17	263.36	287.00	384.35	447.93	461.39	559.30
18	241.00	248.73	271.06	363.00	423.04	435.76	528.23
19	226.82	234.10	255.11	341.65	398.16	410.13	497.16
20	212.64	219.47	239.17	320.29	373.27	384.49	466.08
21	198.47	204.84	223.22	298.94	348.39	358.86	435.01
22	184.29	190.20	207.28	277.59	323.50	333.23	403.94
23	170.12	175.57	191.33	256.23	298.62	307.59	372.87
24	155.94	160.94	175.39	234.88	273.73	281.96	341.80
25	141.76	146.31	159.45	213.53	248.85	256.33	310.72
26	127.59	131.68	143.50	192.18	223.96	230.70	279.65
27	113.41	117.05	127.56	170.82	199.08	205.06	248.58
28	99.23	102.42	111.61	149.47	174.19	179.43	217.51
29	85.06	87.79	95.67	128.12	149.31	153.80	186.43
30	70.88	73.16	79.72	106.76	124.42	128.16	155.36
31	56.71	58.52	63.78	85.41	99.54	102.53	124.29
32	42.53	43.89	47.83	64.06	74.65	76.90	93.22
33	28.35	29.26	31.89	42.71	49.77	51.27	62.14
34	14.18	14.63	15.94	21.35	24.88	25.63	31.07
35	0.00	0.00	0.00	0.00	0.00	0.00	0.00

MISCELLANEOUS PLANT DEPRECIATION SCHEDULE
January 2001

YEAR:	DESCRIPTION:	
	Anchor	Ground
0	136.04	67.83
1	132.15	65.89
2	128.27	63.95
3	124.38	62.02
4	120.49	60.08
5	116.61	58.14
6	112.72	56.20
7	108.83	54.26
8	104.95	52.33
9	101.06	50.39
10	97.17	48.45
11	93.28	46.51
12	89.40	44.57
13	85.51	42.64
14	81.62	40.70
15	77.74	38.76
16	73.85	36.82
17	69.96	34.88
18	66.08	32.95
19	62.19	31.01
20	58.30	29.07
21	54.42	27.13
22	50.53	25.19
23	46.64	23.26
24	42.76	21.32
25	38.87	19.38
26	34.98	17.44
27	31.09	15.50
28	27.21	13.57
29	23.32	11.63
30	19.43	9.69
31	15.55	7.75
32	11.66	5.81
33	7.77	3.88
34	3.89	1.94
35	0.00	0.00

"ATTACHMENT C"
INSTALLED COST SCHEDULE
January 2001

<u>Wood Poles (height/class)</u>	<u>Installed Cost (\$)</u>
30/6	300.89
35/5	348.80
40/4	433.24
45/4	500.13
50/3	586.69
50/2	625.41
55/3	731.37

<u>Concrete Poles (height/class)</u>	<u>Installed Cost (\$)</u>
30/I	496.17
35/I	512.09
35/II	558.06
40/III	747.35
45/III	870.97
50/III	897.15
55/III	1,087.53

Miscellaneous

Anchor (10", single)	136.04
Pole Ground	67.83

