



East Central Oklahoma Electric Cooperative, Inc.  
**POLE ATTACHMENT LICENSE AGREEMENT**

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**THIS AGREEMENT** made and entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between East Central Oklahoma Electric Cooperative, Inc., (hereinafter called Licensor), with its principal place of business in Okmulgee, Oklahoma, and \_\_\_\_\_, (hereinafter called Licensee), with its principal place of business in \_\_\_\_\_, \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, Licensor owns, operates and maintains lines of poles extending in Creek, McIntosh, Muskogee, Okfuskee, Okmulgee, Tulsa and Wagoner counties in the State of Oklahoma; and

**WHEREAS**, Licensee has placed and desires to place certain lines, attachments and apparatus on certain poles of Licensor, for the limited purpose of providing all lawful communications services in compliance with any and all local, state or federal regulations; provided, that the transmission of such services does not interfere with the corporate purposes of Licensor or interfere with the furnishing of electrical service to consumers of Licensor, and where in its judgment, safety will not be adversely affected; and

**WHEREAS**, Licensor is willing to grant to Licensee a limited revocable and nonexclusive license authorizing pole attachments in the area shown on Exhibit A attached hereto,

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

**1. DEFINITIONS**

- a. The term, ***pole attachment***, as used in this agreement, is defined as any apparatus, facility, device, down guys, head guys, messenger dead ends, guy assemblies, amplifier, wire, or cable, installed to Licensor's poles or related equipment at the request of Licensee.
- b. The term, ***third parties***, as used in this Agreement, is defined as any party, person, or entity, other than the Licensor or the Licensee, including federal, state, county, or municipal governmental entities, cable companies, and/or telecommunication

companies; provided, however, the term does not include Licensors members or customers.

## 2. SPECIFICATIONS

- a. The poles covered by this Agreement shall be placed and maintained in accordance with the requirements, specifications, rules, and regulations of the latest edition of the National Electrical Safety Code (NESC), the Occupational Safety and Health Act (OSHA), the Rural Utility Services (RUS), or any governing authority having jurisdiction and the rules and practices of Licensors as set forth in **Exhibit B**.
- b. It is understood and agreed between the parties that the rules and practices set out in **Exhibit B** relating to technical and safety issues may be changed by Licensors, or new rules and practices relating to technical and safety issues may be adopted by Licensors consistent with the applicable codes identified in Section 2(a) and Licensee agrees to be bound by any such change or adoption.
- c. In the event Licensors adopts new rules or practices after the date of the execution of this Agreement, and if they establish a more strict standard than the then current NESC standard, the new rules and practices will only apply to new pole attachments. Licensee will be notified in writing of any such new rules or practices and such notice will provide Licensee at least thirty (30) days notice to comply with the new rules or practices.
- d. No identification number, tag, brand, or other device shall be placed on, or attached to, any pole of Licensors without written consent of Licensors.
- e. The strength of poles covered by this Agreement shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loadings as required by the National Electrical Safety Code.
- f. Any unbalanced loading of Licensors's poles caused by the placement of Licensee's pole attachments shall be properly guyed and anchored by Licensee, at no expense to Licensors.

## 3. ESTABLISHING USE OF POLES

- a. Before the Licensee shall make use of any of the Licensors's poles under this Agreement, it shall request permission in writing on the application form attached and identified as **Exhibit C**, and shall comply with the procedures set forth in this section. With its application, Licensee shall provide the pole location and a technical

design of each proposed pole attachment information (including size of cable, and power supply, amplifier and tap locations).

- b. If, in the judgment of the Licensor, use by Licensee of specific poles, under the circumstances, is not possible because of insufficient capacity or for reasons of safety, reliability or generally applicable engineering standards, the Licensor shall have the right to reject part or all of the application. In any event, within thirty (30) days after the receipt of such application, the Licensor shall notify the Licensee in writing if the application is rejected or accepted.
- c. The Licensor shall submit to the Licensee, within thirty (30) days, of the date of the receipt of Licensee's application, a cost estimate (based on Licensor's actual costs) for all changes which may be required for the proposed application (**Exhibit C**), including an estimated completion date. Nothing shall preclude the parties from making any mutually agreeable arrangement for contracting for or otherwise accomplishing the necessary changes. Upon completion of all changes, the Licensee shall have the right to use the poles and to make attachments in accordance with the terms of the application and of this Agreement. The Licensee shall, at its own expense, make pole attachments in such manner so as not to interfere with the service of the Licensor, and shall place guys and anchors to sustain any unbalanced loads caused by its pole attachments.
- d. Upon completion of all changes required for the pole attachment, the Licensee shall pay to the Licensor the actual cost of making such changes.
- e. Any tree trimming necessary for the initial establishment of use by Licensee shall be performed by the parties as may be mutually agreed. Licensee shall bear the cost of any such right-of-way clearing and trimming. Provided, however, if any tree trimming is necessary for the simultaneous establishment by Licensee and a third party, Licensee and said third party shall each pay 50% of the costs of that right of way clearing and trimming.
- f. All poles used under this Agreement shall remain the property of the Licensor, and any payments made by the Licensee for changes in pole lines under this Agreement shall not entitle the Licensee to ownership of any of said poles.
- g. The Licensor reserves the right to exclude any of its facilities from use by Licensee.

#### **4. EASEMENTS AND RIGHT-OF-WAY FOR LICENSEE'S POLE ATTACHEMENTS**

- a. The Licenser does not warrant or assure to the Licensee any right-of-way privilege or easements and if the Licensee shall at any time be prevented from placing or maintaining its pole attachments, no liability shall attach to the Licenser. To the extent necessary, Licensee shall be responsible for obtaining its own easements and right-of-ways.
- b. The parties understand and further agree that Licensee may not utilize the easements and rights-of-way of Licenser without the prior, express written permission of Licenser. In the event Licensee places its pole attachments in and/or upon an easement or right-of-way belonging to Licenser without Licenser's prior permission, Licenser will not be liable, from the time said pole attachments are placed thereon, for any interruption of service or damages incurred by Licensee as a result of actions by Licenser in maintaining, relocating or otherwise exercising its rights arising from or associated with Licenser's easements or rights-of-way.
- c. In the event Licensee's pole attachments are placed in and/or upon easements or rights-of-way illegally, Licenser will not be liable for any interruption of service or damages incurred by Licensee as a result of actions by Licenser in maintaining, relocating or otherwise exercising its rights to protect Licenser's access to such easements and rights-of-way, except to the extent of Licenser's intentional misconduct.
- d. This Agreement does not convey, assign, transfer, or grant to Licensee any easement, right-of-way or other ownership in any easement or right-of-way.

#### **5. MAINTENANCE OF POLES, POLE ATTACHMENTS AND RIGHTS-OF-WAY**

- a. The Licenser shall, at its own expense and in its sole discretion, inspect and maintain the poles in accordance with industry practices and the specifications mentioned in Section 2, and shall replace, reinforce or repair such poles as are determined by Licenser to be defective.
- b. Whenever right-of-way considerations or public regulations make relocation of a pole necessary, such relocation shall be made by the Licenser at its own expense, except each party shall bear the cost of transferring its pole attachments. If a pole replacement is optional, i.e., not mandated by a governing authority and/ or required because of safety considerations, Licenser shall give Licensee the right to purchase the pole at the then fair market value so that Licensee may maintain its pole attachments.

- c. Whenever it is necessary to replace or relocate a pole, the Licensor shall, before making such replacement or relocation, give thirty (30) days notice in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation. Licensee shall, at the time so specified, transfer its pole attachments to the new or relocated pole and shall be responsible for all expenses relating thereto except as otherwise provided herein. Should the Licensee fail to transfer its pole attachments to the new or relocated pole at the time specified for such transfer of pole attachments, the Licensor may elect to do such work, and the Licensee shall pay the Licensor the actual costs. In the event the Licensee fails to transfer its pole attachments and the Licensor does such work, the Licensor shall not be liable for any loss or damage to the Licensee's pole attachments which may result. The Licensor may also choose to abandon the pole where Licensor has transferred or removed its attachments and Licensee has not transferred or removed its attachments and Licensee shall become liable for such old pole as provided in Section 8(a).
- d. Except as otherwise provided in (c) of this Section, Licensee shall at all times maintain all of its pole attachments in accordance with the specifications mentioned in Section 2 and shall keep them in good repair.
- e. Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors, or employees of contractors. Licensor disclaims any warranty or representation regarding the condition and safety of the poles of the Licensor.

## **6. RECOVERY, REARRANGING OR RELOCATION OF POLE ATTACHMENTS**

- a. In any case where pole attachments or property of Licensor or of third parties are required to be rearranged or relocated on the poles of the Licensor to accommodate the pole attachments of Licensee, Licensee shall pay to Licensor the total actual costs incurred by Licensor in rearranging or relocating such pole attachments. If a taller pole is needed to accommodate Licensee's pole attachments, Licensee shall also pay for a pole change-out. Provided, however, in the event Licensee shall be required to rearrange pole attachments because of third parties, Licensee will cooperate but Licensee will not be required to pay any relocation costs to Licensor or third party.
- b. Whenever it is necessary to replace or change the location of a pole, for reasons other than to accommodate Licensee at Licensee's request, and notice has been given to the Licensee, specifying the time of such proposed change, the Licensee shall promptly begin to transfer or remove its pole attachments and shall be responsible for the cost thereof.

In case of any such pole replacement or relocation where Licensor has transferred or removed its attachments and Licensee has not transferred or removed its pole attachments within sixty (60) days after receipt of such written notice, Licensee shall become liable for such old pole as provided in Section 8 (a).

- c. In any case where Licensee's pole attachments or property are required to be rearranged or relocated on the poles of the Licensor to accommodate the pole attachments of the Licensor, Licensee shall be responsible for its own rearrangement or relocation costs.
- d. In the event Licensor is required to relocate its poles due to an agency of the federal, state, county, or municipal government, Licensee shall pay for the relocation or replacement of Licensee's pole attachments, notwithstanding the provisions of subparagraph (c) above.

## **7. INDEMNIFICATION**

Licensee agrees to defend, indemnify, and hold harmless the Licensor from any and all claims, including those brought by employees of the Licensee, contractors, or subcontractors, or any other person including the general public, arising out of or as a result of any act or failure to act, of the Licensee, its employees, agents, contractors, or subcontractors, whether or not negligent, in connection with the performance of the construction, maintenance, and operation to be performed pursuant to this agreement by the Licensee, its employees, agents, contractors, and subcontractors. The foregoing indemnity shall be limited in the event that the claim arises from negligent acts or omissions or intentional misconduct on behalf of Licensor and, if so, to the extent that Licensor is legally liable for the claims or any portion thereof.

In connection with the Indemnity Agreement, the Licensee agrees to provide satisfactory evidence to the Licensor that it is insured in an amount equivalent to the following minimum insurance coverage with a highly rated and financially sound insurer which has at least a rating of B+:

- a. Workers' Compensation and employers liability providing statutory coverage under the Workers' Compensation and occupational disease laws of the state where obligations are being performed under this Agreement and employer's liability coverage with limits of at least \$100,000 bodily injury by accident, \$100,000 bodily disease and \$500,000 bodily disease policy aggregate.

- b. Comprehensive general liability insurance affording bodily injury liability (or death) and property damage liability with limits of at least \$1,000,000 combined single limits for each occurrence, such coverage to include: broad form contractual liability covering liability assumed under this Agreement, and contractor's contingent (protective) liability with respect to work subcontracted by the Licensee.
- c. If use of motor vehicles is required, automobile liability insurance with minimum limits of \$1,000,000 per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned autos.
- d. The Licensee shall furnish to Licensors the appropriate certificates of insurance confirming the above-described coverages. The Licensee shall instruct each insurer to name Licensors as an additional insured, and such information shall appear on the certificates of insurance.

## **8. ABANDONMENT OF USE OF POLES**

- a. If Licensors desires at any time to abandon any pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period Licensors shall have no attachments on such pole but Licensee shall not have removed all of its pole attachments, such pole shall become the property of Licensee, and Licensee shall hold harmless the Licensors from every obligation, liability, or cost, and from all damages, expenses or charges incurred thereafter, arising out of, or because of, the presence of or the condition of such pole or any pole attachments; and shall pay to Licensors a sum equal to the present salvage value in place of such abandoned pole or poles, or such other equitable sum as may then be agreed upon between the parties, and Licensors shall provide Licensee with a properly authorized bill of sale for such pole.
- b. Licensee may at any time abandon the use of a pole by giving Licensors due notice in writing of such abandonment, as provided in Section 17, by utilizing **Exhibit D** and removing from such pole all pole attachments that Licensee may have. In the case of such abandonment of the use of any such pole, Licensee shall pay to Licensors the full rental for the current year for the space on said pole set aside for the use of Licensee.

## **9. RENTALS, CHARGES, AND RATES**

- a. Within thirty (30) days following execution of this Agreement, Licensors shall provide Licensee with the results of Licensors's most recent audit, including the total number of poles having pole attachments in use by Licensee. Thereafter, within

forty-five (45) days after receipt of the audit, Licensee shall prepare and maintain written records reflecting the number of poles having pole attachments owned by Licensee within Licensor's service territory. Licensee shall then report in writing to Licensor the information in the written records regarding the number of poles having pole attachments owned by Licensee within Licensor's service territory. Licensee shall use its best efforts to ensure that the written records are accurate and current and will annually tabulate the total number of poles having Licensee's pole attachments and report this information to Licensor in writing on or before January 1st each year, beginning in 2011. This tabulation will be utilized by Licensor in its determination of the rentals that are to be paid. The rentals shall be computed on the basis of the attached schedule (**Exhibit E**). If Licensor believes, in its sole discretion, that the tabulation is not accurate, it may pursue the applicable provisions contained in paragraph 17 below. In addition, within fifteen (15) days following the receipt of the audit, and consistent with paragraph 17(a), Licensee shall provide Licensor with route maps reflecting the location of Licensee's pole attachments in Licensor's service area.

- b. The yearly rental period covered by this agreement shall be the twelve-month period between January 1 and December 31. Rental payable for each such rental period during the continuance of this agreement shall be due and payable thirty (30) days following receipt of the billing invoice from Licensor. In the event Licensee disputes the charges allegedly due the Licensor under the invoice, the Licensee must explain such dispute in writing and specify which charges are disputed within thirty (30) days of the receipt of Licensor's invoice. The Licensee shall timely pay all other portions of the invoice not disputed. The disputed portion of Licensor's invoice must be settled and paid within thirty (30) days. If resolved in Licensor's favor, the disputed amount will accrue interest from the original due date at the rate of eighteen percent (18%) per annum until paid. The annual rental per pole shall apply to any pole attachments made on or removed from a Licensor pole during the year and rents shall not be prorated.
- c. All other amounts payable under this Agreement, such as for erection, rearrangement, relocation, or abandonment, shall be due and payable within thirty (30) days of billing by Licensor. In the event the Licensee disputes the charges allegedly due to the Licensor under the invoice, the Licensee must explain such dispute in writing and specify which charges are disputed within thirty (30) days of the receipt of Licensor's invoice. The Licensee shall timely pay all other portions of the invoice not disputed. The disputed portion of Licensor's invoice must be settled and paid within thirty (30) days. If resolved in Licensor's favor, the disputed amount will accrue interest from the original due date at the rate of eighteen percent (18%) per annum until paid.

- d. In the event Licensee shall fail to pay the yearly rental or should fail to pay any other monies due the Licensor within thirty (30) days of billing by Licensor, the Licensee shall pay interest on the unpaid balance at the rate of nine percent (9%) per year if said unpaid balance is paid within sixty (60) days of the date of billing by Licensor; provided, however, the said interest rate increases to fifteen percent (15%) per year if the unpaid balance is not paid within such time period.
- e. In the event that Licensee requires a source of electrical energy for power supply to a cable system which constitutes a part of the Licensee's pole attachments and apparatus, such energy will be supplied by Licensor in accordance with the provisions of its standard service extension policies and approved rates and tariffs.

## **10. DEFAULTS**

- a. If any party believes the other party is in default of this Agreement, he shall immediately notify the defaulting party in writing of the default and the explicit reason for the default. If Licensee shall fail to comply with any of the provisions of this agreement or should default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from Licensor to correct such noncompliance or default, except as provided below in this paragraph, Licensor may, at its option, 1) grant an extension of the compliance time, if requested by Licensee, and determined by Licensor to not be an unreasonable request, or 2) declare this Agreement to be terminated in its entirety without further notice, or 3) terminate the license covering the pole attachments in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made. In the event Licensor receives a written notice that it is in default, Licensor shall have thirty (30) days to correct such default. If the default complained of by either party is caused by acts of God, terrorism, or war, the party defaulting shall have six (6) months to correct such defaults.
- b. If Licensee shall default in the performance of any work which it is obligated to do under this agreement, the Licensor may elect to do such work, and the Licensee shall reimburse the Licensor for the cost.
- c. If the Licensee shall default under this Agreement and it becomes necessary for the Licensor to obtain the services of an attorney, who is not a salaried employee of the Licensor, to enforce such obligations, the Licensee agrees to pay any and all attorney fees, court costs, and other costs of litigation associated with the enforcement of such obligations, in the event Licensor is the prevailing party. In the event Licensee is the prevailing party, Licensor shall pay to Licensee any and all attorney fees, court costs, and other costs of litigation associated with the enforcement action.

## **11. UNAUTHORIZED POLE ATTACHMENT**

- a. If any of Licensee's pole attachments for which no license has been issued shall be found attached to Licensor's poles, Licensor may, at its sole discretion and notwithstanding and without prejudice to its other rights or remedies under this Agreement, (1) require Licensee to submit, within fifteen (15) days after the date of written or oral notification from Licensor of the unauthorized pole attachment, a pole attachment license application, along with the greater of (a) a One Hundred Dollars (\$100.00) per pole penalty or (b) a back billing per year per pole from either the date of this Agreement, the date of the last audit or five (5) years, whichever is less and based upon the fees set forth in **Exhibit E**, for non-compliance with the notification provisions of this Agreement, or (2) declare this Agreement to be terminated in its entirety. If option (1) is elected and an application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized pole attachment, or Licensor may remove such Licensee's pole attachments without liability, and the expense of such removal shall be borne by Licensee.
- b. No act or failure to act by Licensor with regard to said unauthorized pole attachment shall be deemed as a ratification or the licensing of the unauthorized pole attachment. If any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement; provided, however, that Licensee shall be subject to all liabilities, obligations, and responsibilities of this agreement from its inception in regard to said unauthorized pole attachment.

## **12. RIGHTS OF OTHER PARTIES**

Nothing herein shall be construed to limit the right of Licensor, by contract or otherwise, to confer upon others, not parties to this agreement, rights or privileges to use the poles covered by this agreement.

## **13. TERM OF AGREEMENT**

This agreement shall continue in force and effect until 2013, and thereafter from year to year unless terminated by either party by giving written notice of its intention so to do not less than sixty (60) days prior to the end of any period. Upon termination of this agreement, Licensee shall remove its pole attachments from the poles of Licensor within one hundred eighty (180) days after the effective date of such termination. Licensee may apply for an extension of the compliance time, if needed, the consent to which will not be unreasonably



withheld by Licensor. Should the Licensee fail to comply, the Licensor may elect to do such work and the Licensee shall pay the Licensor the actual cost of said removal.

#### **14. 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 such terms or conditions, but such conditions and terms shall be and remain at all times in full force and effect.

#### **15. PAYMENT OF TAXES**

Each party shall pay all taxes and assessments lawfully levied on its own property upon said poles, and the taxes and the assessments which are levied on said poles shall be paid by the Licensor thereof, but any tax, fee, or charge levied on Licensor's poles solely because of their use by the Licensee shall be paid by Licensee.

#### **16. NOTICES**

Any notice, request, consent, demand or statement which is contemplated to be made upon either party by the other party under any of the provisions of this agreement, shall be in writing and shall be sent United States Mail, Certified Return-Receipt requested, or via a nationally recognized courier service with tracking capability and properly addressed to the parties as specified below.

- (i) If notice is to Licensor:

Mr. Dwayne Elam  
Chief Executive Officer  
East Central Oklahoma Electric Cooperative, Inc.  
PO Box 1178  
Okmulgee OK 74447

- (ii) If notice is to Licensee:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

## **17. SUPPLYING INFORMATION**

- a. Licensee shall, upon the execution of this Agreement, promptly furnish to Licensor Licensee's most recent set of maps of the communities in which Licensor's lines of poles exist reflecting Licensee's lines, poles, and distances between poles. Thereafter, Licensee will continue on an annual basis to provide Licensor updated or revised maps, provided, however, in the event Licensee sells part of its system within Licensor's service territory, Licensee shall within thirty (30) days of the sale notify Licensor and identify by map, which pole attachments are affected by the sale. If any of the pole attachments were originally installed by subsidiaries of Licensee or by other entities acquired by Licensee, and if such information is designated on the maps or is otherwise readily available to Licensee, such information will be provided to Licensor.
- b. If Licensor requests to review Licensee's records to verify the number of pole attachments or the date of origin of any pole attachments, Licensee will promptly cooperate and will permit the inspection and copying of all relevant records.
- c. A field check, to verify the accuracy of pole attachment information provided by the Licensee may be obtained by Licensor at its own cost and at its sole discretion. If it is determined, by said field check, that the Licensee has more pole attachments than reported to Licensor, the Licensor may exercise its rights as set forth in numerical paragraph 11 of this agreement.
- d. If it is determined, by a field check pursuant to the preceding subparagraph, that Licensee has more pole attachments than reported to Licensor, then the cost of any subsequent field checks shall be borne by Licensee.

## **18. CONSTRUCTION OF AGREEMENT**

This agreement is deemed executed in the State of Oklahoma and shall be construed under the laws of the State of Oklahoma. In the event that any section or portion of this Agreement is determined to be invalid, such determination shall not affect the validity of the remaining provisions. In the event of a legal dispute between the parties, the jurisdiction and venue to adjudicate the controversies shall be in any Oklahoma District Court in any county where Licensor and Licensee are then both engaged in business.



East Central Oklahoma Electric Cooperative, Inc.  
Operations Department  
2001 S. Wood Drive - PO Box 1178, Okmulgee, OK 74447  
Phone: 918.756.0833 Fax: 918.756.6539  
www.ecoec.com

## 19. PRIOR AGREEMENTS SUPERSEDED

This agreement supersedes and replaces any and all previous agreements entered into by and between Licensor and Licensee with respect to the subject matter of this agreement.

## 20. ASSIGNMENT OF AGREEMENT

Licensee shall not assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation, or individual, without the prior written consent of the Licensor, which consent shall not be unreasonably withheld, conditioned or delayed.

### LICENSOR:

EAST CENTRAL OKLAHOMA ELECTRIC  
COOPERATIVE, INC.

By: \_\_\_\_\_  
Chief Executive Officer

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

### LICENSEE:

By: \_\_\_\_\_  
(Name of Officer)

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



East Central Oklahoma Electric Cooperative, Inc.  
Operations Department  
2001 S. Wood Drive - PO Box 1178, Okmulgee, OK 74447  
Phone: 918.756.0833 Fax: 918.756.6539  
www.ecoec.com

## **EXHIBIT A**

Attach here as Exhibit A a map or sketch entitled Location of Licensee Distribution System Service Area, stating the Corporate name of Licensee, and showing, outlined in red, the service area of the Licensee as required on page 1 of this agreement. This map shall be marked Exhibit A, should be no larger than 36 x 36, shall be properly folded to the size of 8.5 x 11 for the inclusion of this agreement and stapled to the agreement in the upper left corner. This exhibit need not show the location of the Licensor's poles and lines, but should illustrate the area in which contacts are planned.

## **EXHIBIT B**

### **RULES AND PRACTICES FOR COMMUNICATION ATTACHMENTS**

1. All communication pole attachments attached to Licensor's poles shall be installed in a manner to ensure compliance with the requirements of the most current edition of the National Electric Safety Code in effect at the time of installation.
2. The location of all cables and power supplies on Licensor's poles shall be approved in writing by Licensor. No pole attachments shall be made without prior approval of the Licensor.
3. All communication cables and power supplies shall be located on the same side of each pole as any existing telephone cable, or as designed by the Licensor.
4. Licensee's service connections or drops to its customers shall be installed and maintained so as to provide at least forty (40) inch square climbing space directly over and corresponding to the climbing space provided for and through any telephone service connections or drops.
5. Licensee shall cause all electrical cabinets and electrical enclosures to be grounded according to any and all local, state and national electrical codes.
6. No power supply shall be installed on any Licensor's poles without Licensor's approval.
7. No bolt used by Licensee to attach its pole attachments shall extend or project more than two (2) inches beyond its nut.
8. All pole attachments of Licensee shall have at least two (2) inches of clearance from unbonded hardware.
9. All communication cable attachments shall have at least forty (40) inches of clearance under the effectively grounded parts of transformers, transformer platforms, capacitor banks, and sectionalizing equipment and at least forty (40) inches of clearance under the current carrying parts of such equipment (energized at 8,700 volts or less). Clearances not specified in this rule shall be determined by reference to the National Electric Safety Code.

10. No electrical service connection shall be made or installed by Licensor until after Licensee shall have completed installation of an approved fused service disconnect switch or circuit breaker.
11. Licensee shall install and maintain any and all of its pole attachments in a neat and workmanlike manner consistent with the maintenance and overall appearance of the jointly used pole, and all subject to the approval of Licensor, provided that the Licensee shall be solely responsible for compliance with the specifications referred to in Section 5 of this License agreement.
12. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to Licensors poles by the use of thru bolts. All guys and anchors shall be installed prior to the installation of any wire or cables by Licensee. Licensor reserves the right to remove any wire or cable from its poles if anchor and guy assemblies are not installed or not installed correctly. Licensee shall not use any of Licensor's anchor assemblies to attach Licensee's down guys. Licensee shall set it own anchors to attach all of Licensee's down guys. Failure to properly anchor and guy all of Licensee's pole attachments shall be deemed a default of the POLEATTACHMENT LICENSE AGREEMENT and will be subject to Section 10 DEFAULTS of the POLE ATTACHMENT LICENSE AGREEMENT.
13. In the event that any of the Licensee's proposed pole attachments are to be installed upon poles already jointly used by Licensor and other parties, without in any way modifying the clearance requirements set forth in these Rules and Practices, Licensee shall negotiate with such other parties, as to clearances between its pole attachments and the spans of Licensee and such other parties.
14. In the event Licensee desires to request a change in the number of pole attachment contacts, it shall do so by submitting to Licensor the standard form suitable for that practice that is approved by Licensor.



## EXHIBIT C

### APPLICATION FOR POLE ATTACHMENT LICENSE

Application Number: \_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_\_\_\_,

In accordance with the terms of agreement dated \_\_\_\_\_ 20\_\_\_\_\_, application is hereby made for Licensee to make pole attachments to \_\_\_\_\_ poles located in or near in the County of \_\_\_\_\_ and the State of Oklahoma.

The poles, including proposed construction by East Central Oklahoma Electric Cooperative, Inc., if necessary, which permission is requested, are listed by pole number on the attached Exhibit C and further identified on the attached map. Detailed construction plans and location drawings will be furnished with this application.

\_\_\_\_\_  
Licensee

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

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

Permission for construction granted \_\_\_\_\_, 20\_\_\_\_\_, subject to (1) your approval of the following changes and rearrangements at an estimated cost to you of \$ \_\_\_\_\_, (2) the necessary third-party rearrangements are done satisfactorily, and (3) that Licensee construct according to standards.

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

Title: \_\_\_\_\_, Licenser

The above estimates for make-ready changes and rearrangements approved \_\_\_\_\_, 20\_\_\_\_\_. Licensee intends to construct plant within 120 days after make-ready work is complete.

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

Title: \_\_\_\_\_, Licensee



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Operations Department  
2001 S. Wood Drive - PO Box 1178, Okmulgee, OK 74447  
Phone: 918.756.0833 Fax: 918.756.6539  
www.ecoec.com

## EXHIBIT C,

### POLE ATTACHMENTS TO BE INSTALLED

\*Licensee:

\*Licensor:

| Cooperative Pole Number | Comments Make-Ready | Permission Granted | Estimated Cost To Make-Ready |
|-------------------------|---------------------|--------------------|------------------------------|
|                         |                     |                    |                              |
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East Central Oklahoma Electric Cooperative, Inc.  
Operations Department  
2001 S. Wood Drive - PO Box 1178, Okmulgee, OK 74447  
Phone: 918.756.0833 Fax: 918.756.6539  
www.ecoec.com

## EXHIBIT D

### NOTIFICATION OF REMOVAL

In accordance with the terms of Agreement dated \_\_\_\_\_ 20\_\_\_\_,  
notice is given to Licensor of the removal of pole attachments from \_\_\_\_\_ poles located in  
or near in the County of \_\_\_\_\_ and the State of Oklahoma.

The poles from which pole attachments have been removed are listed below:

Exhibit D and further identified on the attached map.

| Cooperative<br>Pole Number | Licensor Use | Cooperative<br>Pole Number | Licensor Use |
|----------------------------|--------------|----------------------------|--------------|
|                            |              |                            |              |
|                            |              |                            |              |
|                            |              |                            |              |
|                            |              |                            |              |
|                            |              |                            |              |
|                            |              |                            |              |

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

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

Notice Acknowledged

\_\_\_\_\_ 20\_\_\_\_

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

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

## **EXHIBIT E**

### **SCHEDULE OF FEES**

#### **CURRENT AND SUBSEQUENT FEES:**

| <u>YEAR</u> | <u>AMOUNT</u>                |
|-------------|------------------------------|
| 2012        | \$17.48 per pole             |
| 2013        | \$18.00 per pole             |
| 2014        | \$18.54 per pole             |
| 2015        | \$19.10 per pole             |
| 2016        | \$19.67 per pole             |
| 2017        | 2016 rate, plus 3%, per pole |
| 2018        | 2017 rate, plus 3%, per pole |

NOTE: AFTER 2018 AN ANNUAL INCREASE OF 3% WILL CONTINUE TO BE ADDED TO THE PER POLE PRICE UNTIL THE AGREEMENT IS TERMINATED OR RENEGOTIATED.



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## **Exhibit F**

### **Inspection of Pole Attachments**

Upon completion of the attachments to East Central Oklahoma Electric Cooperative Poles, the Licensee shall notify ECOEC and an inspection will be performed. Upon completion of the inspection, ECOEC will provide written notification of the inspection results, as delineated below.

Application No.: \_\_\_\_\_

Company: \_\_\_\_\_

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

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

Pole Location(s) - (attached description or map)

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

(Circle one)          Install    or    Remove

Number of Poles Inspected: \_\_\_\_\_

ECOEC Inspector: \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Signature



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