

**POLE ATTACHMENT LICENSING AGREEMENT**

**BETWEEN**

**JEA**

**AND**

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## POLE ATTACHMENT LICENSE AGREEMENT

This Pole Attachment License Agreement ("Agreement") is dated this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_, and is made by and between **JEA**, an independent agency of the City of Jacksonville, Duval County, Florida, a body politic and corporate and political subdivision of the State of Florida, and \_\_\_\_\_ ("Licensee").

### RECITALS

WHEREAS, Licensee proposes to install and maintain, fiber optic and or coaxial cables, wires and associated communications equipment (excluding climbing aids) on JEA's Poles to provide all lawful Cable Television and other Communications Services to the public; and

WHEREAS, JEA is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee's Attachments on JEA's Poles, provided that JEA may refuse, on a non-discriminatory basis, to issue a Permit where in its reasonable judgment there is insufficient capacity or for reasons of safety, reliability and generally applicable engineering purposes.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions and remunerations herein provided, and the rights and obligations created hereunder, the parties hereto agree as follows:

### AGREEMENT

#### I. DEFINITIONS

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Paragraph of this Agreement. Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. Affiliate: when used in relation to an Attaching Entity, means another entity who owns or controls, is owned or controlled by, or is under common ownership or control with such Attaching Entity.
- B. Anchor: means a metal plate or screw placed in the ground to provide a counter load to the stringing tensions of JEA and/or Licensee. Anchors shall be of sufficient size to hold the load placed on them.

- C. Applicable Standards: means all applicable engineering and safety standards governing the installation, maintenance and operation of facilities and the performance of all work, including Make-Ready Work, in or around electric JEA Facilities and includes the most current versions of National Electric Safety Code ("NESC"), the National Electrical Code ("NEC"), the regulations of the Occupational Safety and Health Administration ("OSHA"), and the applicable laws of Florida, each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of JEA or other authority with jurisdiction over JEA Facilities.
- D. Attaching Entity: means any public or private entity that attaches to a JEA Pole to provide Communications Service.
- E. Attachment: means the point of connection to a JEA Pole of a cable or fiber optic wire facility or other Communications Facility utilized to provide Communications Service, together with all associated equipment (excluding climbing aids) necessary to physically attach such facility to JEA's Poles, placed directly on JEA's Poles within the Communications Zone. For purposes of permitting and prior authorization, such term applies whether the facilities are placed directly on JEA's Poles or are overlashed onto existing Attachment. It is further defined to mean one point of attachment or hole per pole within the Communication Zone. Specific examples of Attachments and their treatment under this Agreement are set out in Appendix B.
- F. Betterment: is any increase in service capacity of the replacement JEA OSP (Outside Service Plant) Facilities over the service capacity of JEA OSP Facilities prior to rearrangement which is not attributable to Licensee's construction, and any upgrading of a replacement JEA OSP Facility above JEA's current minimum design standard and construction practices that normally would be used on projects financed solely by JEA. Betterment does not include: (a) any increase in service capacity required by federal, state, or local law which applies to JEA OSP Facilities as of the date of construction of the replacement JEA OSP Facilities; (B) any increase in service capacity resulting solely from the replacement of devices or materials which at the time of construction of the replacement JEA OSP Facility are no longer manufactured, processed, or installed and used by JEA in projects financed entirely by JEA; (c) any upgrading of a replacement JEA OSP Facility requested by the Licensee; (d) any upgrading of a replacement JEA OSP Facility required by any agency responsible for regulation of JEA OSP Facilities, (e) any upgrading of the replacement JEA OSP Facility which is necessitated by the Licensee's construction, if the replacement is the same as that used by JEA on JEA's own projects, or (f) any upgrading that will result in a reduction in the overall project cost.

- G. Bonding Wire: means #6 or larger copper wire conductor connecting equipment of either party to the vertical ground wire or the multi-grounded neutral.
- H. Climbing Space: means that portion of a Pole that is free from encumbrances to enable JEA employees and contractors to safely climb, access and work on JEA Facilities and equipment.
- I. Communications Facilities: means a wire or cable facility utilized to provide Communications Service, together with all associated equipment necessary to physically attach such facility to JEA's Poles.
- J. Communications Service: means the transmission [or receipt] of voice, video, data, Internet or other forms of digital or analog signals over wire or cable facilities, but does not include any such transmission [or receipt] by JEA when utilized to provide internal, non-commercial communications related to the operation of the JEA.
- K. Communications Zone: means the space above the minimum grade on a Pole, as defined by the NESC and other Applicable Standards that is available for Attachments.
- L. Down Guys: means a wire of sufficient strength attached to the Pole on one end and an anchor in the ground on the other, used to support the Pole when Attachments are made.
- M. Make-Ready Work: means all work, as reasonably determined by JEA, required to accommodate Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of JEA Facilities or existing Attachments, inspections, engineering work, drafting, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole strengthening and construction by pole removal and replacement.
- N. Occupancy: means the use or specific reservation of space for Attachments on the same JEA Pole.
- O. Outside Plant Facilities or OSP Facilities or JEA Facilities: means all personal property and real property owned or controlled by JEA, including but not limited to Poles and fiber.
- P. Overlash: means to place an additional wire or cable facility onto an existing Attachment.

- Q. Pedestals/Vaults: means above or below ground housings, which are used to enclose a cable splice, power supplies, amplifiers, passive devices and/or provide a service connection point.
- R. Permit: means written or electronic authorization of JEA for Licensee to make, or maintain, Attachments to specific Poles pursuant to the requirements of this Agreement.
- S. Pole: means a pole owned by JEA used for the distribution or transmission of electricity of less than 34KV that is capable of supporting Attachments for Communications Services. Generally the distribution Poles subject to this Agreement shall consist of 50 foot, class 2, wood poles which meet the requirements of the NESC for Pole Capacity, support and clearance of supply and communication conductors under conditions existing at the time this Agreement was established. The foregoing definition is not intended to preclude the use of Poles of different heights or strengths.
- T. Pole Capacity: is the maximum allowable stress, strain, or force the Pole can be subjected to, as determined by JEA's standards and the guidelines within the NESC.
- U. Pre-Permit Survey: means all work or operations required by Applicable Standards or JEA to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection, and loading calculations.
- V. Rearrange or Arrange: is the moving of Attachments from one position to another on the same Pole.
- W. Reserve Capacity: means capacity or space on a Pole that JEA has identified and reserved for its own electric utility requirements, including the installation of communications circuits for operation of JEA's electric system, pursuant to a reasonable projected need or business plan.
- X. Riser: means metallic or plastic encasement materials placed vertically on the Pole to guide and protect communications wires and cables.
- Y. Tag: means to place distinct markers on wires and cables, coded by color or other means specified by JEA that will readily identify the type of Attachment and its owner.
- Z. Transfer: is the moving of Attachments from one Pole and placing them upon another.

- AA. Unauthorized Attachment: means an Attachment to a JEA Pole without JEA's authorization required hereunder, including multiple Attachments that are not individually authorized. For purposes of payment of the Unauthorized Attachment Fee, an Unauthorized Attachment shall be deemed to have been made on the effective date of this Agreement or the date of the last survey, whichever is later. Each separately attached communications line or facility capable of independently providing service shall constitute an individual Attachment for purposes of calculating Unauthorized Fees.
- BB. Vertical Ground Wire: means a conductor of either party attached vertically to the Pole and extending from the multi-grounded neutral through the Communication Zone to the base of the Pole where it may be either butt wrapped on the Pole or attached to a ground electrode.

## II. SCOPE OF AGREEMENT

- A. Grant of License. Subject to the provisions of this Agreement, JEA hereby grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain Attachments to JEA's Poles.
- B. Parties Bound by Agreement. Licensee and JEA agree to be bound by all provisions of this Agreement and of the Permit(s) issued pursuant to this Agreement.
- C. Permit Issuance Conditions. JEA will issue a Permit(s) to Licensee only when JEA determines, in its reasonable judgment that: (i) it has sufficient capacity to accommodate the requested Attachments within the Communications Zone; (ii) Licensee meets all requirements set forth in this Agreement; and (iii) such Permit(s) comply with all Applicable Standards.
- D. Reserve Capacity. Access to Poles will be made available to Licensee with the understanding that such access is subject to JEA's reserve capacity. On giving Licensee at least ninety (90) days prior notice, JEA may reclaim such reserve capacity anytime during the life of the Contract following the installation of Licensee's Attachment if required for JEA's future electric service use, including the attachment of communications lines for internal JEA operational requirements. JEA shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any modifications needed to expand capacity so that Licensee can maintain its Attachment on the affected Pole(s) or to transfer its facilities to the nearest Pole. The allocation of the cost of any such modifications (including the Transfer, Rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article IX. If any Attachments permitted on the Pole in reserved capacity are not

removed after ninety (90) days notice, JEA may, at its sole option, remove or relocate said facilities at the expense of the Licensee.

- E. No Interest in Property. No use, however lengthy, of any JEA Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easements or other ownership or property rights of any nature in any portion of such Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of JEA's rights to the JEA Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a mere licensee.
- F. Licensee's Right to Attach. Nothing in this Agreement, other than a Permit issued pursuant to Article VI, shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole or to compel JEA to grant Licensee the right to attach to any specific Pole.
1. JEA reserves the right to deny Attachments to JEA Poles which have been installed for purposes other than or in addition to normal distribution of electric service including, among others, Poles which in the reasonable and the nondiscriminatory judgment of JEA: (i) are required for the sole use of JEA (ii) would not readily lend themselves to Attachments by Licensee because of interference, hazards or similar impediments, present or future, or (iii) have been installed primarily for the use of a third party.
  2. Pursuant to the right provided for in the above subsection, JEA hereby excludes its Poles used to support those transmission lines in voltages in excess of 69 kV and to Poles providing street light service only
  3. The provisions of this section notwithstanding, JEA shall take all reasonable steps to accommodate Licensee's requests for access.
- G. Necessity of Authorizations. Licensee is obligated to obtain all necessary certification, permitting, and franchising from Federal, State and Local authorities prior to making any Attachments.
- H. JEA's Rights over Poles. The parties agree that this Agreement does not in any way limit JEA's right to locate, operate and maintain its Poles in the manner that it reasonably believes will best enable it to fulfill its own service requirements.
- I. Expansion of Capacity. JEA will take reasonable steps to expand Pole capacity when necessary to accommodate Licensee's request for Attachment. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require JEA to install, retain, extend, or

maintain any Pole for use by Licensee when such Pole is not needed for JEA's own service requirements.

- J. Other Agreements. Except as provided herein, nothing in this Agreement shall limit, restrict, or prohibit JEA from fulfilling any agreement or arrangement regarding Poles, including Joint Use Agreements, into which JEA has previously entered, or may enter in the future, with others not party to this Agreement.
- K. Permitted Uses. This Agreement is limited to the uses specifically stated in the Recitals and no other use shall be allowed without JEA's express written consent to such use. Nothing in this Agreement shall be construed to require JEA to allow Licensee to use JEA's Poles after the termination of this Agreement.
- L. Overlapping. The following provisions will apply to Overlapping:
  - 1. Permits shall be required for all Overlapping pursuant to Article VI. Absent such authorization Overlapping constitutes an unauthorized Attachment subject to an Unauthorized Attachment Fee
  - 2. Permits for Overlapping Licensee's Attachment(s) by Licensee or Licensee's Affiliate, shall not be withheld by JEA if such Overlapping can be done consistent with Article II, Paragraph C. Affiliates of Licensee who only seek to overlap Licensee's Attachments shall not be required to obtain a separate license agreement with JEA. Overlapping performed under this Article II, Paragraph L.2 shall not increase the Annual Attachment Fee or charges paid by Licensee pursuant to Appendix A. Licensee and/or Affiliate, however, shall be responsible for all Make-Ready Work and other charges associated with the Overlapping but shall not be required to pay a separate Annual Attachment Fee for such Overlapped Attachment.
  - 3. If Overlapping is required to accommodate facilities of a third party who is not affiliated with Licensee, such third party must obtain Permits and a License Agreement with JEA, and pay an Annual Attachment Fee. No such Permits to third parties may be granted by JEA allowing Overlapping of Licensee's Communications Facilities unless Licensee has consented in writing to such Overlapping. Overlapping performed under this Article II, Paragraph L.3 shall not increase the fees and charges paid by Licensee pursuant to Appendix A. Nothing in this Agreement shall prevent Licensee from seeking a contribution from an Overlapping third party to defray fees and charges paid by Licensee.



4. If an Affiliate who has Overlashed Attachments of Licensee, is later sold or transferred to another company independent of the Licensee then the Overlashing shall be treated as separate Attachments and require payment of an Annual Attachment Fee to JEA accordingly.
  5. Make-Ready procedures set forth in Article VII shall apply, as necessary, to all Overlashing.
  6. Within ninety (90) calendar days of signing this Agreement, the Licensee shall disclose to JEA the names of all existing third party attachers, if any, including Affiliates, presently attached to JEA Poles via Licensee's underlying Attachments.
  7. Licensee is obligated to remove all of its own, or its Affiliate's, abandoned Overlashed Facilities from JEA's Poles within ninety (90) calendar days of such abandonment.
- M. Risers and Climbing Aids. Licensee shall not place risers, vertical grounds, climbing aids or J-hooks on any Poles without JEA's prior written permission. Such permission shall not be unreasonably withheld.

### III. FEES AND CHARGES

- A. Payment of Fees and Charges. Licensee shall pay to JEA the fees and charges specified in Appendix A and Appendix C. The Licensee shall comply with the terms and conditions specified herein.
- B. Attachment fees shall be payable in advance on the first day of January, April, July, and October based upon the number of Attachments which are being maintained on the preceding first day of December, March, June and September respectively, and upon the then effective rental rate, specified in Appendix A. The first payment of rental hereunder shall include such prorata amount as may be due for use of Poles from the effective date hereof, which for rental payment calculation purposes shall be construed to mean that date upon which Licensee makes its first approved Attachment to a JEA Pole.
- C. JEA shall invoice Licensee for the payments quarterly. Licensee shall pay each such invoice within forty-five (45) days after Licensee's receipt thereof.
- D. No refund of any Attachment Fee shall be paid on account of any surrender of a Permit or license granted hereunder that is surrendered as a result of violation of this Agreement. Pro-rata refunds of the applicable

quarterly attachment fees shall be made for all other permits in proportion to the remaining number of days in the quarter.

- E. The following provisions will apply to inventory of Licensee's Attachments:
1. Commencing on January 1, 2019, and on January 1 of every fifth year thereafter until this Agreement is terminated, an actual inventory of Licensee's Attachments ("Inventory") shall be made by a third party contractor chosen by JEA, at the expense of Licensee. Licensee agrees that JEA shall solicit bids and select a qualified contractor for the performance of the Inventory.
  2. Within 45 days of receipt of an invoice from JEA, Licensee shall pay JEA for the total estimated cost of the Inventory of Licensee's Attachments as determined by the winning bid (based on the most current record of the number of Licensee's Attachments), plus a 15% administrative fee.
  3. Upon completion of the Inventory and within 45 days of receipt of a final invoice from JEA, Licensee shall pay JEA for the remaining balance (if any) for the total cost of the Inventory of Licensee's Attachments (based on the number of Licensee's Attachments as determined by the Inventory), plus a 15% administrative fee.
  4. If it is found that Licensee has made an Attachment without a Permit, the Attachment shall be considered an Unauthorized Attachment and shall be subject to the Unauthorized Attachment Fee specified in Appendix A, as well as all other applicable remedies contained in this Agreement.
- F. Late Charge. If JEA does not receive any fee or other amount owed within forty-five (45) days after it becomes due, Licensee, upon receipt of ten (10) business day's written notice, shall pay interest to JEA, at the rate of one and a half percent (1.5%) per month, on the amount due.
- G. Payment of Make-Ready Work. Licensee will be responsible for payment to JEA of all Make-Ready Work required to accommodate Licensee's Communications Facilities.
- H. Advance Payment. At the discretion of JEA, Licensee shall pay in advance all reasonable costs, including but not limited to administrative, construction, inspections and Make-Ready Work expenses, in connection with the initial installation or Rearrangement of Licensee's Communications Facilities pursuant to the procedures set forth in Articles VI, VII, and VIII below.

- I. Determination of Charges. Wherever this Agreement requires Licensee to pay for work done or contracted by JEA, the charge for such work shall include all reasonable material, labor, engineering and administrative costs and applicable overheads. . JEA shall bill its services based upon actual costs, and such costs will be determined in accordance with JEA's cost accounting systems used for recording capital and expense activities.
- J. Work Performed by JEA. Wherever this Agreement requires JEA to perform any Make-Ready Work, Licensee acknowledges and agrees that JEA may at its sole discretion utilize its own employees or contractors, or any combination of the two to perform such Make-Ready Work. JEA may allow the Licensee to hire contractor(s) from JEA's approved responsible bidders list to perform the necessary Make-Ready Work.
- K. True Up. Wherever JEA at its discretion requires advance payment of estimated expenses prior to the undertaking of an activity and the actual cost of activity exceeds the estimated cost, Licensee agrees to pay JEA for the difference in cost. To the extent that the actual cost of the activity is less than the estimated cost, JEA agrees to refund to Licensee the difference in cost.
- L. Default for Nonpayment. Nonpayment of any amount due under this Agreement beyond ninety (90) days shall constitute a default of this Agreement.

#### **IV. SPECIFICATIONS**

- A. Installation/Maintenance of Communications Facilities. When a Permit is issued pursuant to this Agreement, Licensee's Communications Facilities shall be installed and maintained in accordance with JEA's requirements and specifications, which may be amended from time to time. All of Licensee's Communications Facilities must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Communications Facilities. Licensee shall, at its own expense, make and maintain its Attachments in safe condition and good repair, in accordance with all Applicable Standards.
- B. Licensee shall not have the right to place any equipment in addition to that initially authorized by its Permit, nor shall Licensee change the position of any Attachment to any Pole without first making application for and receiving permission to do so, as prescribed herein.

- C. Should Licensee require equipment in a location where JEA does not have a Pole so located as to fulfill Licensee's requirements, Licensee shall notify JEA of its need for such Pole. Whereupon, if JEA is willing to erect such Pole, it shall so notify Licensee and shall provide the required Pole in accord with the stipulations defined in the Procedure. If such installations by JEA incorporate features not required by Licensee, the costs of such features shall not be borne by Licensee.
- D. Installation of Attachments. Licensee's fiber and/or cable Attachments on each Pole shall be restricted to one foot of pole space in the Communication Zone, utilizing any pre-drilled holes. If Licensee fails to install its Attachment at the lowest point of the Pole and if JEA should require the Licensee to lower its facilities for JEA needs, JEA will not be required to reimburse the Licensee for its modification expense..
- E. Pole Capacity Restriction. Licensee's Attachments will not be allowed to utilize more than the greater of one (1) foot of space or seven percent (7%) of the distribution Pole Capacity unless specifically authorized by JEA. Licensee's Attachments may only exceed 7% of the Pole Capacity under the following conditions.
1. JEA has authorized the Licensee to exceed 7% of the Pole Capacity.
  2. The Pole Capacity of the Pole, as determined by JEA standards and the guidelines within the NESC, is not compromised.
  3. Licensee must acknowledge it is utilizing reserved Pole Capacity.
  4. Licensee shall vacate said space within ninety (90) days when JEA notifies Licensee in writing that it is reclaiming the reserved capacity.
  5. If the Licensee requests JEA to increase the Capacity of the Pole in order to retain its Attachment, JEA, in its sole judgment, will determine if the increase is possible based upon reasons of safety, reliability, generally applicable engineering purposes and JEA's ability to maintain the requested facility.
  6. For minor Make-Ready Work Licensee must notify JEA in time for construction to be completed within the above referenced ninety (90) day time period, pay JEA the Make Ready cost prior to construction and assume responsibility for reimbursing third-parties forced to relocate or modify their facilities on the same Pole. For Major Make Ready Work, such as pole change outs, Licensee shall allow 120 calendar days.

- F. Tension Limit. No Attachment will be permitted which results in more than 200 pounds of unguyed tension on any given JEA Pole, unless otherwise approved by JEA.
- G. Tagging. Licensee shall Tag or mark all its Communications Facilities in a manner acceptable to JEA and consistent with guidelines adopted by the Florida Utility Coordinating Committee (FUCC), so it can be easily identified from the ground and from other similar cables on the pole. Notwithstanding the FUCC guidelines above, an identification Tag shall be installed at every Pole to which an Attachment is made. The tagging requirement shall apply immediately to all new Attachments that are made subsequent to the execution of this Agreement, as well as to existing Attachments that are modified subsequent to this Agreement. All other existing Attachments shall be tagged by the second anniversary date of this Agreement.
- H. Interference. Licensee shall not allow its Communications Facilities to impair the ability of JEA or any third party to use JEA's Poles, nor shall Licensee allow its Communications Facilities to interfere with the operation of any JEA Facilities.
- I. Protective Equipment. Licensee, its employees and contractors, shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall at its own expense install protective devices designed to handle the voltage and current impressed on its Communications Facilities in the event of a contact with the supply conductor. Except as provided in Article XVIII, Paragraph A, JEA shall not be liable for any actual or consequential damages to Licensee's Communications Facilities or Licensee's customer's facilities.
- J. Violation of Specifications. If Licensee's Communications Facilities, or any part thereof, are installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from JEA, JEA may at its own option correct said conditions. JEA will attempt to notify Licensee in writing prior to performing such work whenever practicable. When JEA reasonably believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of JEA's service obligations, or pose an immediate threat to the physical integrity of JEA OSP Facilities, JEA may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable thereafter, JEA will advise Licensee of the work performed or the action taken. Licensee shall be responsible for paying JEA for all costs JEA incurred taking action under this subsection.

- K. Restoration of JEA Service. JEA's service restoration requirements shall take precedence over any and all work operations of Licensee on JEA's Poles.
- L. Effect of Failure to Exercise Access Rights. If Licensee does not exercise any access right granted pursuant to this Agreement and applicable Permit within the period prescribed in Article VI, and any extension thereof, JEA may use the space scheduled for Licensee's Attachment, for its own needs or other Attaching Entities. In such instances, JEA shall endeavor to make other space available to Licensee, upon reapplication for a Permit, as soon as reasonably possible.

## V. PRIVATE AND REGULATORY COMPLIANCE

- A. Necessary Authorizations. Licensee shall be responsible for obtaining from the appropriate public and/or private authority or other appropriate persons any required authorization to construct, operate and/or maintain its Communications Facilities on public and/or private property before it occupies any portion of JEA's Poles. JEA retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this Article V include, but are not limited to, City franchise agreements and/or registration requirements, Florida P.S.C. certification, its obligation to obtain all necessary approvals to occupy public/private rights-of-way and to pay all costs associated therewith. Licensee shall indemnify and hold harmless JEA for all loss and expense, including reasonable attorneys' fees, that JEA may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on JEA's Poles
- B. Lawful Purpose and Use. Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable local, state and federal laws.
- C. Forfeiture of JEA's Rights. No license granted under this Agreement shall extend to any Pole on or within which the Attachment of Licensee's Communications Facilities would result in a forfeiture of JEA's rights. If Licensee's Communications Facilities would cause such forfeiture, Licensee shall promptly remove its Communications Facilities upon receipt of written notice from JEA. JEA will perform such removal at Licensee's expense after the expiration of sixty (60) calendar days from Licensee's receipt of the written notice.

- D. Effect of Consent to Construction/Maintenance. Consent by JEA to the construction or maintenance of any Attachments of Licensee shall not be deemed to be an acknowledgment that Licensee has the necessary authority to construct or maintain any such Attachments. It is Licensee's responsibility to obtain all necessary approvals from all appropriate parties or agencies.
  
- E. Licensee shall be liable for and shall pay any and all taxes, assessments, and governmental charges of any kind whatsoever lawfully levied or assessed and attributable to Licensee's use of JEA's OSP Facilities or any portion of them, or against Licensee's business with regard to operation or use of the JEA OSP Facilities, including without limitation, all franchise and other fees due to any federal, state, county, city or other jurisdiction having the authority to levy any such charges (but excluding any fees based upon JEA's income). Licensee shall pay, without apportionment, any taxes levied on it that are based on its business profits. In addition, Licensee shall pay, or as appropriate, reimburse JEA, without apportionment, any *ad valorem* taxes, fees, assessments or other charges which are assessed against JEA that arise from Licensee's use of JEA OSP Facilities or any portion of them, and shall be responsible for any property use fees or consents required by virtue of Licensee's use of the JEA OSP Facilities or any portion of them. JEA shall pay any taxes, fees, or charges attributable to its ownership of JEA OSP Facilities when such taxes, fees, or charges are not based on or imposed by virtue of Licensee's use of any such Facilities or JEA's receipt of payments and/or fees from Licensee under this Agreement.

## VI. APPLICATION FOR PERMIT PROCEDURES

- A. Permit Required. Licensee shall not install any Attachments on any Pole without first applying for ("Application") and obtaining a Permit pursuant to the applicable requirements of the Procedure. Individual Permits shall cover the quantity of poles as listed in Appendix C. The rights to lease or occupy other JEA OSP Facilities, including right of way, power supply space, ducts or conduits, or transmission towers (except as specifically provided herein) are not covered by this Agreement and must be separately negotiated. Licensee shall notify JEA on a quarterly basis, of all service drops made during the previous quarter.
  
- B. Permits for Overlashing. As set out in Article II, Paragraph L, Permits are required for any Overlashing allowed under this Agreement and Licensee shall pay any necessary Make-Ready Work costs to accommodate such Overlashing.
  
- C. Pre-Permit Survey. As part of the Permit application process, the Licensee shall collect field data for, provide digital photographs of each

Pole, perform pole loading calculations and submit them to JEA with the permit Application. Each digital photograph shall be identified by address and street name. Pole loading calculations shall be performed for each height and class worst case pole (s) included in the permit survey.

- D. Pole loading calculations shall be signed and sealed by an experienced professional engineer licensed in the State of Florida. The professional engineer shall be retained at the expense of the Licensee and must conduct a Pre-Permit Survey and certify that Licensee's Communications Facilities can be installed on the identified Poles in compliance with the standards identified in Article IV, Paragraph A. The professional engineer's experience must include similar work on electric utility systems. JEA may at its discretion waive the requirements of this Article VI, Paragraph C, with respect to service drops.
- E. Certification of Use. Licensee must certify in its application that it will attach its Communications Facilities to the Poles in question within ninety (90) calendar days of the grant of Permit for minor system additions or upgrades. The time frame shall be extended to one hundred and twenty days (120) for major system upgrades or initial system build out occurring throughout JEA's entire service territory. Licensee may apply at any time for an extension of the applicable attachment period which will at the discretion of JEA be granted for a reasonable period of time upon a finding of good cause and that the grant of such extension does not materially prejudice any pending requests for Attachment(s).
- F. JEA Review of Permit Application.
  - 1. Upon receipt of a properly executed Application, including certified Pre-Permit Survey, and the Permit Processing Fee under Appendix C, JEA will review the Permit Application as promptly as possible, and discuss any issues with Licensee, including unusual engineering or Make-Ready Work requirements associated with the Application. The fee may be adjusted annually to reflect changes in the engineering, administrative and processing costs of JEA in reviewing permit applications. JEA acceptance of the submitted design documents does not relieve the professional engineer and Licensee of full responsibility for any errors and/or omissions in the engineering analysis. Under normal circumstances, within sixty (60) days of JEA's receipt of a properly executed application for permit, JEA shall issue a response to Licensee granting, denying or seeking additional information on the permit. No Permit shall be granted in advance of Licensee obtaining all requisite federal, State and local authorizations.



2. JEA may enter into an agreement with a third-party contractor who shall pursuant to Applicable Standards receive permit information, coordinate issue and/or deny Permits, perform design work and determine Make-Ready Work requirements on JEA's behalf. Licensee agrees to pay all reasonable costs and fees of such entity attributable to work on Licensee's Pole Attachments that exceeds the application fees. At JEA's option and direction, such costs and fees may be payable by Licensee directly to the third-party contractor.
- G. Timing. JEA, or its duly authorized agent, shall process Permits and establish Attachment rights on a non-discriminatory basis, based upon the time in which properly executed applications are received.
  - H. Performance of Make-Ready Work. If Make-Ready Work is required to accommodate Licensee's Attachments, JEA or its contractors shall perform such work pursuant to Article VII. The Licensee has the option of hiring a JEA approved contractor to perform the Make-Ready Work.
  - I. Permit as Authorization to Attach. After receipt of payment for any necessary Make-Ready Work, JEA will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s), provided, that Licensee has obtained all necessary federal, state and local authorizations.
  - J. Failure to Construct. Absent circumstances beyond its control, if the Licensee fails to construct its facilities within ninety (90) calendars days of grant for minor system additions or upgrades and one hundred and twenty days (120) of grant for major system upgrades or initial system build out occurring throughout JEA's entire service territory, all applicable Permits expire, unless waived or extended for good cause by JEA. Upon expiration of a Permit, Licensee must resubmit all permit application materials and fees.

## **VII. MAKE-READY WORK/INSTALLATION**

- A. Estimate for Make-Ready Work. In the event JEA determines that it can accommodate Licensee's request for Attachment(s), including Overlashing of an existing Attachment, it will upon request, advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.
- B. Payment of Make-Ready Work. Upon completion, Licensee shall pay JEA's actual cost of Make-Ready Work. JEA at its discretion may require payment in advance based upon the estimated cost of Make-Ready Work.

- C. Who May Perform Make-Ready Work. Make-Ready Work shall be performed only by JEA or a contractor authorized by JEA to perform such work. If JEA cannot perform the Make-Ready Work to accommodate Licensee's Communications Facilities within ninety (90) days of Licensee's request for Attachments, Licensee may seek permission from JEA for Licensee to employ a contractor, approved by JEA, to perform such work.
- D. Scheduling of Make-Ready Work. In performing all Make-Ready Work to accommodate Licensee's Communications Facilities, JEA will endeavor to include such work in its normal work schedule. In the event Licensee requests that the Make-Ready Work be performed on a priority basis or outside of JEA's normal work hours, Licensee agrees to pay any resulting increased costs. Nothing herein is intended, however, to require performance of Licensee's work before other scheduled work.
- E. Written Approval of Installation Plans Required. Before commencing any installation of its Communications Facilities on JEA's Poles, including Overlashing of existing Attachments, Licensee must obtain JEA's written approval of Licensee's plans for installation; including the name of the party performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article XX.
- F. Licensee's Installation/Removal/Maintenance Work.
  - 1. All of Licensee's installation, removal and maintenance work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely or materially affect the structural integrity of JEA's Poles or JEA OSP Facilities or any other facilities or equipment attached thereto.
  - 2. All of Licensee's installation, removal and maintenance work performed on JEA's Poles or in the vicinity of other JEA Facilities, either by its own employees or contractors, shall be in compliance with all applicable regulations specified in Article IV, Paragraph A. Licensee shall assure that any person installing, maintaining, or removing its Communications Facilities is duly qualified and familiar with all Applicable Standards, the provisions of Article XIX, and the Minimum Design Specifications contained in Appendix B.

## **VIII. TRANSFERS AND REARRANGEMENTS**

- A. Required Transfers and Rearrangements of Licensee's Communications Facilities. If JEA reasonably determines that a Transfer or Rearrangement of Licensee's Communications Facilities is necessary, Licensee agrees to

allow such Transfer or Rearrangement. In such instances, JEA will at its option either perform the Transfer or Rearrangement using its own personnel, or contractors at Licensee's expense or require Licensee to perform such Transfer or Rearrangement at its own expense within thirty (30) days after receiving notice from JEA. If Licensee fails to Transfer or Rearrange its Communications Facilities within thirty (30) days after receiving such notice from JEA, JEA shall have the right to Transfer or Rearrangement Licensee's Communications Facilities using its own personnel or contractors at Licensee's expense. JEA shall not be liable for damage to Licensee's Facilities except to the extent provided in Article XVIII, Paragraph A.

- B. Billing for Transfers and Rearrangements Performed by JEA. If JEA performs the Transfer(s) or Rearrangement(s), JEA will bill Licensee for actual costs, including administrative costs. Licensee shall reimburse JEA within forty-five (45) days of the receipt of the invoice.

## **IX. POLE MODIFICATIONS AND/OR REPLACEMENTS**

- A. Licensee's Action Requiring Modification/Replacement. In the event that any Pole to which Licensee desires to make Attachments is unable to support or accommodate the additional facilities in accordance with all Applicable Specifications, JEA will notify Licensee of the changes necessary to provide an NESC compliant Pole, including but not limited to replacement or extension of the Pole. JEA generally shall not increase pole height to exceed fifty (50) feet. The Licensee shall be responsible for the costs, if any of JEA to Rearrange or Transfer its existing Facilities. JEA shall provide Licensee an estimate of the costs for the replacement or modification of the Pole. If Licensee elects to go forward with the necessary changes, Licensee shall pay to JEA the actual cost of making the required changes. JEA may in its discretion require advance payment.
- B. With respect to the replacement of any Poles required to accommodate Licensee's Attachment, Licensee agrees to reimburse JEA for cost of replacing such inadequate Poles with suitable Poles, including the cost of removal less any salvage recovery and the expense of Transferring JEA Facilities from the old to the new Poles. With respect to such replacement Pole(s), if said replacement is necessary to correct a then existing JEA violation of Applicable Standard(s), such replacement shall not be charged to Licensee, unless such violation was caused by Licensee's prior existing Attachment.
- C. By entering this Agreement, the Licensee agrees to reimburse other pole attachers for Licensee generated relocation, removal and other Make-Ready Work expenses. The Licensee and other pole attachers shall

mutually work out the payment terms and conditions with no action or involvement required by JEA.

- D. Treatment of Multiple Requests for Same Pole. If JEA receives Permit Applications for the same Pole from two or more prospective licensees within sixty (60) days of the initial request, and JEA is willing to accommodate their respective requests but doing so would require modification or replacement of the Pole, JEA will evenly allocate among such licensees the applicable costs associated with such modification or replacement.
- E. Strengthening/Guying. Any strengthening of Poles through the use of guying to accommodate Licensee's Attachments shall be provided by and at the expense of Licensee and to the satisfaction of JEA as specified in Appendix B. Licensee may bond its Attachments on JEA Poles to the Vertical Ground Wire where the same exists. Under no condition will the JEA Vertical Ground Wire be broken, cut, severed, or otherwise damaged by Licensee. The Licensee shall immediately repair any damage to the vertical grounds caused by the Licensee.
- F. Allocation of Costs. The costs for any Rearrangement or Transfer of Licensee's Communications Facilities or the replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of JEA's cables or wires) shall be allocated to JEA or Licensee or other Attaching Entity on the following basis:
1. If JEA intends to modify or replace a Pole solely for its own requirements it shall be responsible for the costs related to the modification/replacement of the Pole. Where such modification is required for JEA's core electric service requirements, the Licensee shall be responsible for the costs associated with the Rearrangement or Transfer of its Communications Facilities. Prior to making any such modification or replacement JEA shall provide Licensee prior written notification at least sixty (60) days in advance of its intent, in order to allow Licensee a reasonable opportunity to elect to modify or add to its existing Attachment. The notification requirement of this Paragraph shall not apply to routine maintenance or emergency situations. If Licensee adds to or modifies its Communications Facilities after such notice, Licensee shall bear a pro-rata share of the costs incurred by JEA in making the space on the Poles accessible to Licensee.
  2. If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than JEA or Licensee, the Attaching Entity requesting the additional or modified Attachment

shall bear the entire cost of the modification or Pole replacement. Licensee shall enter into a separate agreement with the third-party Attaching Entity to allocate Licensee's costs of Rearranging or Transferring its own facilities.

3. If the Pole must be modified or replaced for other reasons unrelated to the use of the Pole by Attaching Entities (e.g., storm, accident, deterioration), JEA shall pay the costs of such modification or replacement as well as the costs of Transferring its own facilities; provided however, that Licensee shall be responsible for the costs of Rearranging or Transferring its own Communications Facilities.

G. The cost of adding or replacing Poles shall be paid for by the party requiring the work in accordance with the following formula:

- A. = All labor charges to perform the work.
- B. = Cost difference in material between the Pole being removed and the actual Pole being installed.
- C. = Salvage value of the wood Pole (\$0.25 per foot when removed by JEA crews).
- D. = Cost to dispose of the Pole removed.
- E. = Salvage value of the concrete Pole (100% current cost, if it's re-useable).
- F. = Total cost of installing a similar Pole including a Pole ground (equipment or Pole), if one exists.

For Pole additions, the formula shall be:

Wood or concrete Poles

Total charge = A + F

For Pole replacements, the formula shall be:

Wood or concrete Poles

Total charge = A + B + D - (C or E)

For Transfers of Pole Ownership, the formula shall be the current cost of equivalent sized poles (sum of A + F above) depreciated for thirty years using straight line depreciation.

- H. No provision of this Agreement shall be construed to require JEA to relocate its Attachments for the benefit of Licensee.

**X. ABANDONMENT, CHANGE-OUT AND UNDERGROUND CONVERSION OF JEA FACILITIES**

- A. Notice of Abandonment/ Change-Out/ Removal of JEA Facilities. If JEA desires at any time to abandon, replace, or relocate any JEA Facilities to which Licensee's Communications Facilities are attached, it shall give Licensee notice in writing to that effect. Within sixty (60) days of receipt of said notice Licensee shall remove and/or Transfer all of its Communications Facilities there from or enter into an agreement to purchase the JEA Facilities pursuant to Paragraph B of this Article. Should Licensee not remove or Transfer its Communications Facilities within the prescribed time period, JEA shall have the right, if necessary under applicable laws and regulations, to have Licensee's Communications Facilities removed and/or transferred from the Pole at Licensee's expense. Licensee shall indemnify and hold JEA harmless for any such removal or Transfer of Licensee's Communications Facilities. JEA shall give Licensee prior written notice of any such removal or transfer of Licensee's Facilities.

**Transferring Pole ownership is not an option on projects identified by JEA as above-ground to underground electric conversion projects.**

- B. Option to Purchase Abandoned Poles. If JEA should desire to abandon any Pole, JEA may, in its sole discretion, grant Licensee the option of purchasing such Pole at a rate negotiated with JEA. Licensee must notify JEA in writing within twenty-one (21) days of the date of JEA's notice of abandonment that Licensee desires to purchase the abandoned Pole. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals allowing Licensee to independently own and access the Pole within forty-five (45) days. Should Licensee fail to secure the necessary governmental approvals, or should JEA and Licensee fail to enter into an agreement for Licensee to purchase the Pole prior to the end of the forty-five (45) days, Licensee must remove its Attachments as required under Paragraph A of this Article.
- C. Upon any transfer of ownership of JEA Poles, Licensee shall remove any and all of the JEA's identification and attach its own identification to the Pole. In addition, upon transfer of ownership of any such Pole as described above; the Licensee shall indemnify, and hold harmless JEA from all post-transfer obligations, liability, damages, costs, expenses, or charges, including, but not limited to, attorney's fees and court costs incurred thereafter and arising out of the presence or condition of such

Pole or of any Attachment thereon, or both regardless of any negligence on the part of JEA as an express condition precedent to ownership of any Pole passing from JEA to Licensee.

- D. Required Removal of JEA Facilities. Upon receipt of not less than forty-five (45) days' prior written notice from JEA to Licensee that any JEA Facilities must be removed by reason of any Federal, State, County, Municipal or other governmental requirement, or the requirement of a property owner, the license covering the use of said JEA Facilities shall terminate and Licensee's Communications Facilities shall be removed promptly from the affected JEA Facilities. Notwithstanding the foregoing, Licensee shall have a reasonable opportunity to pursue and exhaust its available legal and administrative remedies prior to termination of its Permit, provided, that no enforcement action is being taken or threatened against JEA and no order has been issued directing JEA to remove Licensee's facilities, and that Licensee agrees to indemnify and hold harmless JEA for Licensee's continued attachment pending any such exhaustion of remedies. If Licensee fails to remove its Communications Facilities from such JEA Facilities, JEA shall have the right to remove such facilities at Licensee's expense.
- E. Underground Conversion Projects. JEA intends to participate in various aboveground to underground conversion projects in order to move JEA's OSP Facilities underground (hereinafter "Underground Conversion Project"). Notwithstanding other provisions in this Agreement to the contrary, when JEA is performing an Underground Conversion Project, the following shall apply: (i) On a project-by-project basis, JEA may offer Licensee the option to attach to JEA's underground OSP Facilities, to lease JEA dark fiber and/or to enter into a joint trenching agreement with JEA. Licensee shall pay, at its expense, the cost of relocating pursuant to an Underground Conversion Project. . If Licensee elects to relocate with JEA, JEA will work in good faith to minimize Licensee's costs associated with relocation; (ii) When an Underground Conversion Project involves JEA Poles upon which Licensee's Communications Facilities are attached, JEA shall give Licensee notice in writing of JEA's intent to perform an Underground Conversion Project. Within thirty (30) days of receipt of notice from JEA, Licensee shall provide a written response to JEA informing JEA of Licensee's intent to remove or relocate its Communications Facilities and informing JEA of the manner in which Licensee intends to proceed including, if applicable, the election of any JEA proposal with respect to the Underground Conversion Project; (iii) If Licensee does not relocate its Communications Facilities to JEA's underground OSP Facilities and does not remove all of its Communications Facilities from the Pole(s) prior to JEA's abandoning the Pole(s), JEA shall have the right to remove or have removed Licensee's Communications Facilities from the Pole(s) at Licensee's expense. JEA

shall not be responsible for any damage or loss suffered by Licensee or others as a result of JEA's having removed Licensee's Communications Facilities from the Pole(s), and Licensee shall indemnify, defend and hold harmless JEA in accordance with Article XVIII, paragraph C, with respect to any claims by third parties resulting from JEA's removal of Licensee's Communications Facilities from JEA's Pole(s); (iv) When, as a result of an Underground Conversion Project, JEA abandons its Pole(s), Licensee shall not have the option of purchasing such Pole(s); and (v) If Licensee agrees to relocate its Communications Facilities to JEA's underground OSP Facilities, those Communications Facilities will no longer be governed by this Agreement.

## **XI. REMOVAL OF FACILITIES**

Removal on Expiration/Termination. At the expiration or other termination of this License Agreement or individual Permit(s), Licensee shall remove its Communications Facilities from the affected Poles at its own expense. If Licensee fails to remove such facilities within ninety (90) calendar days of expiration or termination or some greater period as allowed by JEA, JEA shall have the right to have such facilities removed, or, if necessary under applicable laws and regulations, have such facilities declared "abandoned" and remove such facilities at Licensee's expense. Licensee shall indemnify and hold JEA harmless for any such removal or Transfer of Licensee's Communications Facilities.

## **XII. TERMINATION OF PERMIT**

- A. Automatic Termination of Permit. Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole covered by the Permit. Notwithstanding the above, Licensee shall have a reasonable opportunity to pursue and exhaust its available legal and administrative remedies prior to termination of its Permit, provided, that no enforcement action is being taken or threatened against JEA and no order has been issued directing JEA to remove Licensee's facilities, and that Licensee agrees to indemnify and hold JEA harmless for Licensee's continued Attachment pending any such exhaustion of remedies.
- B. Right to Cancel. Unless the length of time to make attachment under a Permit is extended for good cause, JEA retains the right to cancel, with thirty (30) days written notice, any Attachment Permit not utilized by placement of Licensee's Communications Facilities therein within ninety (90) calendar days of Permit issue date for minor system additions or



upgrades, and one hundred and twenty (120) calendar days for major system upgrades or initial system build out occurring throughout JEA's entire service territory, unless an extension is granted.

- C. Surrender of Permit. Licensee may at any time surrender any Permit for Attachment and remove its Communications Facilities from the affected Pole(s), provided, however, that before commencing any such removal Licensee must obtain JEA's written approval of Licensee's plans for removal, including the name of the party performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article XVIII. Licensee may obtain a pro rata refund of the applicable quarterly attachment fee in proportion to the remaining days in the quarter. No refund of any fees or costs will be made upon removal. If Licensee surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Attachments from JEA's Poles within thirty (30) days thereafter, JEA shall have the right to remove Licensee's Attachments at Licensee's expense.

### **XIII. JOINT PARTICIPATION PROJECTS**

- A. Should JEA determine that it is required by a County, City, or State Agency to relocate one-or more of its Poles to accommodate the Agency's projects, then, the Licensee shall, at its own expense, remove and reattach its Attachments when requested by JEA or under the requirements of the Utility Relocation Schedules for the Agency's specific project. Reimbursable projects are covered under a separate agreement between each party and the Agency.
- B. For all County, City and Florida Department of Transportation relocation projects, reimbursable and non-reimbursable, JEA will not be responsible for any construction delays caused by the Licensee due to the Licensee's construction schedules, material procurement or any other reason that may cause such construction delays for the Agency's contractor, except in those cases in which the Licensee's construction schedule was not considered by the Agency. In such cases where Agency's contractor is delayed and the Licensee's construction schedule was considered by the Agency and it is deemed that the Licensee was the sole or primary cause of the construction delays, all construction delay claims including all other charges and costs will be the sole responsibility of the Licensee. Licensee shall indemnify and hold JEA harmless for any construction delays caused by Licensee.

### **XIV. POLICE AND FIRE ATTACHMENTS**

Any Pole subject to this Agreement and, with the permission of JEA, may be used for fire alarm or police alarm or other like signal systems. Any

Rearrangements or Transfers of Licensee's Attachments to accommodate such systems shall be done at the sole expense of Licensee.

## **XV. INSPECTION OF LICENSEE'S FACILITIES**

### **A. Inspection.**

1. Initial Inspection. Within the first year of this Agreement, JEA reserves the right to inspect all of Licensee's then existing Attachments, utilizing JEA's own employees or contractors, and Licensee shall reimburse JEA for the actual and reasonable expense of such inspection, allocated on a pro rata basis among JEA and all Attaching Entities with equipment on the inspected Poles.
2. Subsequent Inspections. Thereafter, JEA shall have the right at any time to make periodic inspections of Licensee's Communications Facilities, utilizing its own employees or contractors, and Licensee shall reimburse JEA for the actual and reasonable expense of such inspections, but only if Licensee is found to be in violation of any Applicable Standard.

B. Notice. JEA will give Licensee reasonable advance written notice of such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been received.

C. Duty of Full Compliance. Licensee agrees to bring its Attachments into full compliance with this Agreement in the event that any inspection results in a finding by JEA that Licensee is not in compliance with this Agreement within thirty (30) days of receipt of notice

D. No Liability. The making of any inspections under this Article XV, or the failure to do so, shall not operate to impose upon JEA any liability of any kind whatsoever or relieve Licensee of any responsibility, obligations or liability whether assumed under this Agreement or otherwise existing.

E. Licensee agrees to correct any and all violation as noted by the Florida Public Service Commission ("PSC") within ten (10) business days notice from JEA or such longer period as may be permitted by the PSC.

## **XVI. UNAUTHORIZED OCCUPANCY OR ACCESS**

A. Unauthorized Attachment Fee. If any of Licensee's Attachments are found occupying any Pole for which no Permit has been issued and remains in effect, either under this Agreement or prior existing agreement, JEA,

without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Attachment Fee specified in Article I(z) and Appendix A. Licensee shall immediately submit a permit for any such attachment or in the event it causes a material safety violation (as determined by JEA), shall remove such attachment immediately., and shall be immediately removed at Licensee's own cost. In the event Licensee fails to remove its unauthorized Attachments within ten (10) days of notification, JEA has the right to remove such Communications Facilities at Licensee's expense. Licensee shall indemnify and hold JEA harmless for such removal.

- B. No Ratification of Unlicensed Use. No act or failure to act by JEA with regard to said unlicensed use shall be deemed as ratification of the unlicensed use and if any Permit should be subsequently issued, such Permit shall not operate retroactively or constitute a waiver by JEA of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to said unauthorized use from its inception.
- C. Multiple Attachments to a Pole: As of the effective date of this Agreement, any prior existing multiple Attachments to a Pole that were not explicitly authorized or permitted shall be subject to an Unauthorized Attachment Fee as set out in Appendix A, and shall be immediately removed at Licensee's own cost. In the event Licensee fails to remove its Unauthorized Attachments within ten (10) days of notification, JEA has the right to remove such Communications Facilities at Licensee's expense. Licensee shall indemnify and hold JEA harmless for such removal.

## **XVII. ADVANCE PAYMENT**

JEA holds the right to require, at its sole discretion, for Licensee to furnish Advance Payment for each Attachment in the amount of the Annual Attachment Fee as specified in Appendix A plus any estimated Make-Ready Work expenses.

## **XVIII. LIABILITY AND INDEMNIFICATION**

- A. JEA reserves to itself the right to maintain and operate its Poles in such manner as will best enable it to fulfill its own service requirements. JEA shall exercise reasonable precaution to avoid damaging Licensee's Communications Facilities and shall make an immediate report to Licensee of the occurrence of any such damage caused by its employees, agents or contractors.
- B. Notwithstanding any other provisions of this Agreement, to the extent permitted by law, neither party shall be liable to the other for any indirect,

incidental, consequential, or special damages (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits), regardless of the form of action, whether based on statute, contract, warranty, or tort (including without limitation, negligence of any kind whether active or passive and strict liability). To the extent permitted by law, each party hereby releases the other (and their respective parents, subsidiaries, and affiliated companies, and each of their respective agents, officers, employees and representatives) from any claim or liability for any indirect, incidental, consequential, or special damages incurred as a result of or in connection with the performance or nonperformance of this Agreement.

- C. Indemnification. Licensee shall indemnify and hold harmless JEA and its governing board, officers, employees, agents, successors and assigns against any claim, action, loss, damage, injury, liability, cost or expense including, but not limited to, reasonable attorneys' fees and court costs, arising out of injury to persons, including but not limited to death, or loss or damage to property, caused directly or indirectly by any act or omission of Licensee or its directors, officers, employees, agents, contractors, subcontractors, licensees or representatives, in connection with the Licensee's performance or attempted performance of this Agreement. Licensee's indemnification obligation to JEA shall not be limited in any way by any limitation under workers compensation acts, disability benefits acts, or other employee benefits acts. Licensee shall also indemnify JEA against any claim, action, loss, damage, injury, liability, cost or expense including, but not limited to, reasonable attorney's fees and court costs, arising out of Licensee's default under this Agreement.
  
- D. JEA, subject to the limitations of Section 768.28, Florida Statutes, or any successor statute, shall indemnify and hold harmless Licensee and its directors, officers, employees and agents against any claim, action, loss, damage, injury, liability, cost or expense including, but not limited to, reasonable attorneys' fees and court costs, arising out of injury to persons, including, but not limited to death, or damage to property, caused by the negligent act or omission of JEA, its directors, officers, employees and agents in performing its duties and obligations under this Agreement.
  
- E. Joint Negligence. In the event of joint negligence on the part of JEA and Licensee, any loss shall be apportioned in accordance with the provisions of Section 768.31, Florida Statute, The Uniform Contribution Among Tortfeasors Act, as amended. Nothing herein contained shall be interpreted as waiving or abrogating JEA's right of sovereign immunity pursuant to Section 768.28, Florida Statutes or any successor statute.

- F. There shall be no lien upon JEA property, facilities or plant arising from any work performed, materials furnished or other obligations incurred by Licensee relating to this Agreement. Licensee shall comply with Chapter 255, Florida Statutes, and any other applicable laws and shall indemnify and hold JEA harmless for any such claim or cause of action.
- G. This indemnification shall be in addition to any other remedy available under this Agreement or at law or equity and shall survive the term of this Agreement executed pursuant hereto, with respect to any circumstance or event occurring before termination.
- H. Environmental Hazards. Licensee represents and warrants that its use of JEA's Poles will not generate any hazardous substances, that it will not store or dispose on or about JEA's Poles or transport to JEA's Poles any hazardous substances and that Licensee's Communications Facilities will not constitute or contain and will not generate any hazardous substance in violation of state or federal law now or hereafter in effect including any amendments. "Hazardous substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations or rules now or hereafter in effect including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration or other disaster, its Communications Facilities would not release such hazardous wastes or substances. Licensee shall indemnify and hold harmless JEA and its respective officials, officers, board members, commissioners, representatives, employees, agents, and contractors against any all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, expenses (including reasonable attorney fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage or discovery of any such hazardous wastes or hazardous substances on, under or adjacent to JEA's Poles attributable to Licensee's use of JEA's Poles.
- I. Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by JEA of any applicable state limits on municipal liability. No indemnification provision contained in this Agreement under which Licensee indemnifies JEA shall be construed in any way to limit any other indemnification provision contained in this Agreement.
- J. Sovereign Immunity. Nothing in this Agreement shall be interpreted as waiving or abrogating JEA's right of sovereign immunity, pursuant to Section 768.28, Florida Statutes, or any successor statute.

## **XIX. DUTIES, RESPONSIBILITIES, AND EXCULPATION**

- A. Duty to Inspect. Licensee acknowledges and agrees that JEA does not warrant the condition or safety of JEA's Poles, or the premises surrounding the Poles, and Licensee further acknowledges and agrees that it has an obligation to inspect JEA's Poles and/or premises surrounding the Poles, prior to commencing any work on JEA's Poles or entering the premises surrounding the Poles.
- B. **DISCLAIMER. JEA MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO JEA'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- C. Licensee agrees to warn its employees, agents, contractors, and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by JEA are of high voltage electricity and to inform such persons as to safety and precautionary measures which he or she must use when working on or near JEA poles and other facilities.
- D. Licensee shall ensure that its permanent or temporary employees and its contractor's/subcontractor's employees, working on JEA owned Poles have received training in pole safety and are knowledgeable of the electrical hazards present as required by OSHA or other authority. JEA reserves the right to require proof of training and also may require additional training, if necessary.
- E. Drug and Alcohol Free Workplace – The JEA wants to ensure that all employees working on JEA projects and facilities are fully able to do their job and are not impaired by drug or alcohol use – a major cause of work site accidents. Licensee shall provide, and shall also require that its contractor(s) and subcontractor(s) who work on JEA structures provide, pre-employment, random, and "for cause" testing (such as after an accident) for drugs and alcohol.
- F. All persons who work on JEA projects or OSP Facilities must have completed training in the basics of work site safety, in addition to JEA specific requirements. There are two programs approved by JEA that meet the training requirements - the NCCER 6-hour Contractor Safety Orientation and the OSHA 10-hour Outreach program. Additionally, training shall be developed in conjunction with JEA on the specific hazards of working in the vicinity of overhead or underground lines.
- G. The on-site supervisor is the key to safety performance from the working foreman to the Project Superintendent. Licensee shall ensure that all

persons providing field supervision have completed a minimum of 8 hours training in Safety Leadership or Supervision. The JEA will make its Safety Leadership curriculum available to Licensee upon request.

- H. JEA representatives will periodically visit job sites to ensure safety programs are being followed. JEA reserves the right to stop work relating to JEA Poles where Licensee or its contractor or subcontractor's activities constitute an imminent danger to life or health. JEA shall provide Licensee with a 24-hour number for technical assistance on safety related issues. Licensee shall provide JEA with a 24-hour number of a designated safety representative who has the authority to correct unsafe conditions.
- I. Requests to De-energize. In the event JEA de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse JEA in full for all costs and expenses incurred in order to comply with Licensee's request for de-energization of any equipment or line. Before JEA de-energizes any equipment or line, it shall provide upon request an estimate of all costs and expenses to be incurred in accommodating Licensee's request
- J. Interruption of Service. In the event that Licensee shall cause an interruption of service by damaging or interfering with any equipment of JEA, Licensee at its expense shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting there from and shall notify JEA immediately.
- K. No Third Party Beneficiaries. This agreement does not provide third parties, including customers of JEA or of Utility, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.
- L. Force Majeure. Except as otherwise expressly provided herein, neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement due to a force majeure event, including but not limited to, acts of civil or military authority, acts of courts and/or regulatory agencies, war, riot or insurrection, embargoes, sabotages, strikes or lockouts (provided such strike or lockout does not arise from inequitable labor practices), epidemics, fires, floods, earthquakes, tornadoes, hurricanes. In the event of any failure or delay resulting from such causes, upon notice to the other party within five (5) days of occurrence of the event giving rise to the delay, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effects of such delays.

## **XX. INSURANCE**

- A. Coverage. Without limiting its liability as stated elsewhere herein, Licensee agrees to provide and maintain in force, from companies authorized to do business in the State of Florida and reasonably satisfactory to JEA, policies of insurance with minimum limits as follows:
1. Worker's Compensation and Employer's Liability insurance for all of Licensee's employees. Limit of insurance for Employer's Liability shall be a minimum of \$500,000 per occurrence.
  2. General Liability insurance for bodily injury and property damage of \$2,000,000 each occurrence and \$5,000,000 annual aggregate, combined single limit.
  3. Automobile Liability for bodily injury and property damage (covering owned, hired or non-owned vehicles) of \$1,000,000 each occurrence, combined single limit.
  4. Excess Liability insurance for bodily injury and property damage of \$5,000,000 each occurrence and annual aggregate, combined single limit. This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability.
  5. Licensee shall specify JEA as an additional insured for all coverage except Worker's Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Licensee shall include a Waiver of Subrogation on all required insurance in favor of JEA, its governing board, officers, employees, agents, successors and assigns.
  6. Any contractor and subcontractor of Licensee, relating to this Agreement, shall procure and maintain the insurance required of Licensee hereunder during the life of this Agreement. Contractors' and subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Licensee. Licensee shall obtain copies of contractors' and subcontractors' certificates of insurance prior to allowing contractors and subcontractors to perform any work and shall maintain such copies in its files, available for inspection by JEA upon request.
- B. Certificate. Within thirty (30) days of the effective date of this Agreement, Licensee shall furnish JEA certificates from Licensee's insurance carrier showing that Licensee maintains the requisite insurance and that the policies were issued in accordance with the requirements hereof. Said certificates shall provide that no material alteration or cancellation,



including expiration and non-renewal be effective until 30 days after receipt of written notice by JEA.

- C. Limits. The limits of liability set out in this Section may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase or decrease JEA's or Licensee's exposure to risk.
- D. Self-Insurance. Notwithstanding the foregoing, Licensee may self-insure the above required Workers Compensation coverage, upon presentation of a valid certificate of self-insurance from the State of Florida Department of Insurance or other evidence of self-insurance acceptable to JEA.

## **XXI. AUTHORIZATION NOT EXCLUSIVE**

JEA shall have the right to grant, renew and extend rights and privileges to others not party to this Agreement, by contract or otherwise, to use JEA Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

## **XXII. ASSIGNMENT**

- A. Limitations on Assignment. Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of JEA, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Licensee may assign or transfer its interest in this Agreement to Licensee's Affiliate or subsidiary without JEA's consent, provided that JEA is given prior written notice of such transfer.
- B. Obligations of Assignee/Transferee and Licensee. No assignment or transfer under this Article XXII shall be allowed until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of Licensee arising under this Agreement. Licensee shall furnish JEA with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee. Notwithstanding any assignment or transfer, Licensee shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants or conditions of this Agreement without the express written consent to the release of Licensee by JEA.
- C. Sub-licensing. Without JEA's prior written consent, Licensee shall not sub-license to a non-affiliated third party, including but not limited to

allowing third parties to place Attachments on JEA's Poles, including Overlapping, or to place Attachments for the benefit of such third parties on JEA's Poles. Any such action shall constitute a default of this Agreement. The use of Licensee's Communications Facilities by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or Overlapping is not subject to the provisions of this Article XXII, Paragraph C.

### **XXIII. FAILURE TO ENFORCE**

Failure of JEA or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

### **XXIV. TERMINATION OF AGREEMENT**

- A. Notwithstanding JEA's rights under Article XII, JEA shall have the right, pursuant to the procedure set out in Article XXIV, Paragraph B, to terminate this entire Agreement, or any Permit issued hereunder, whenever Licensee is in default of any term or condition of this Agreement, including but not limited to the following circumstances:
1. Construction, operation or maintenance of Licensee's Communications Facilities in violation of law or in aid of any unlawful act or undertaking; or
  2. Construction, operation or maintenance of Licensee's Communications Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental or private authority or violation of any other agreement with the municipality, provided, however, Licensee shall have a reasonable opportunity to pursue and exhaust its available legal and administrative remedies prior to termination of its Permit, provided that no enforcement action is being taken or threatened against JEA, and no order has been issued directing JEA to remove Licensee's facilities and Licensee agrees to indemnify and hold harmless JEA for Licensee's continued attachment pending any such exhaustion of remedies; or
  3. Construction, operation or maintenance of Licensee's Communications Facilities without the insurance coverage required under Article XX.

- B. JEA will notify Licensee in writing within ten (10) business days, or as soon as reasonably practicable, of any default(s). Licensee shall take immediate corrective action to eliminate any such condition(s) within ten (10) business days, or such longer period mutually agreed to by the parties, and shall confirm in writing to JEA that the cited condition(s) has(have) ceased or been corrected. If Licensee fails to discontinue or correct such condition(s) and/or fails to give the required confirmation, JEA may immediately terminate this Agreement or any Permit(s). In the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, JEA may seek removal of Licensee's Communications Facilities pursuant to the terms of Article XI, provided, that Licensee shall be liable for and pay all fees and charges pursuant to terms of this Agreement to JEA until Licensee's Communications Facilities are actually removed.

#### **XXV. JEA Tax Exempt Bond Status.**

JEA shall have a right to terminate this Agreement upon thirty (30) days written notice to Licensee, if the existence of this Agreement creates an adverse impact upon JEA's tax-exempt bond status. Upon receipt of such notice, Licensee shall have the right to review with JEA the reason(s) for the creation of such adverse impact and to determine, in concert with JEA, whether the existence thereof can be eliminated by the amendment of this Agreement. In such event, JEA shall, before the effective date of any termination, and if Licensee so elects, negotiate in good faith with Licensee to amend this Agreement to eliminate the adverse impact. Should JEA become aware of any pending legislation or regulatory change which is likely to have an adverse impact upon JEA's tax exempt bond status due to the existence of this Agreement, JEA shall promptly notify Licensee thereof. Licensee, at its sole cost and expense, may contest such legislation or regulatory action, including rights of legal challenge and appeal to effect elimination of such adverse impact and JEA shall support such activities of Licensee at no cost or expense to JEA. Notwithstanding the foregoing, JEA retains the right to terminate this Agreement at any time if, in its sole judgment, this Agreement creates an adverse impact on its tax exempt bond status; however, JEA agrees that it will not terminate this Agreement until the latest reasonable date, as determined by JEA so as to afford Licensee as much time as is reasonably possible to make arrangements for relocation of its facilities. In recognition of the importance of this Agreement, JEA hereby agrees to use due diligence and professional judgment in any determination or exercise of judgment made pursuant to this subsection.

#### **XXVI. TERM OF AGREEMENT**

- A. This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of five (5) years. By mutual written agreement

of the parties this Agreement may be extended for up to three (3) additional terms of five (5) years each, provided that; (i) Licensee is not in Default, (ii) Licensee has given JEA sixty (60) days written notice prior to the end of the then current term of its desire to renew, and (iii) the parties agree to review the fees and charges payable hereunder at the end of each five (5) year period and adjust such fees and charges as necessary, in consideration of changed conditions affecting and affected by this Agreement. Such renewal fees shall be consistent with those charged by JEA to other similarly situated attaching parties.

- B. Even after the termination of this Agreement, Licensee's indemnity obligations shall continue.

## **XXVII. AMENDING AGREEMENT**

Notwithstanding other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in a writing signed by an authorized representatives of both parties.

## **XXVIII. NOTICES**

- A. Any notice, demand, consent, request or other communication required or permitted to be given under this Agreement shall be in writing and delivered by hand or by registered or certified mail, return receipt requested and postage prepaid, and shall be considered effective upon receipt, at:

If to JEA, at:

JEA  
Director, Design, Construction & Material Standards  
21 West Church Street, T-5  
Jacksonville, Florida 32202

With copy to:

JEA  
Manager, Real Estate Services  
21 West Church Street, CC-6  
Jacksonville, Florida 32202

If to Licensee, at:

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- B. Notices shall be effective when received at the address as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. If sent by facsimile, the original of the notice must still be mailed in the form as required herein.

#### **XXIX. ENTIRE AGREEMENT**

This Agreement supersedes all previous agreements, whether written or oral, between JEA and Licensee for placement and maintenance of Licensee's Communications Facilities on Poles within the geographical operating area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

#### **XXX. SEVERABILITY**

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement but rather it is the intent of the parties that this Agreement be administered as if not containing the invalid provision.

#### **XXXI. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The venue of any legal action brought or filed relating to any matter arising under this Agreement shall be exclusively in the federal or state courts sitting in Duval County, Florida, having jurisdiction over such legal action.

#### **XXXII. INCORPORATION OF RECITALS AND APPENDICES**

The Recitals, appendices to this Agreement, and applicable federal and state law at the time of this Agreement's adoption, are incorporated into and constitute part of this Agreement.

#### **XXXIII. PERFORMANCE BONDS**

On execution of this Agreement, Licensee shall provide to JEA a performance bond in the annual amount of Twenty-Five Thousand Dollars (\$25,000). The bond shall be with an entity and in a form acceptable to JEA. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this

Agreement and for the payment by Licensee of any claims, liens, taxes, liquidated damages, penalties and fees due to JEA which arise by reason of the construction, operation, maintenance or removal of Licensee's Communications Facilities on or about JEA's Poles. The bond shall not act as a limitation on Licensee's liability to or indemnification of JEA under this Agreement. The Party's may mutually agree to waive or amend this bond requirement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_

**JEA**

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

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

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_

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

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

## APPENDIX A

### ATTACHMENT FEES AND CHARGES

Effective Date \_\_\_/\_\_\_/\_\_\_

1. Annual Pole Attachment Fee \$ 25.00 per Pole Attachment/per year  
  
On or about January 1<sup>st</sup> of each calendar year, the annual rental rates for the year shall increase by three percent (3%).
2. Unauthorized Attachment Fee  
(5 x annual Attachment Fee, per occurrence, or rent from date of last Field survey, whichever is less)
3. Failure to move/remove facilities penalty  
(\$20 per day, per individual attachment or facility, after 90 calendar days.)

**APPENDIX B  
TREATMENT OF SPECIFIC TYPES OF ATTACHMENTS**

- 1.0 The following items (some of which shall be billed as multiple attachments) are defined as an attachment(s) if any of them are connected to JEA owned poles within the communication zone:
  - 1.1 Tangent facilities, including service drops, attached to separate bolts.
  - 1.2 Crossing facilities, including service drops, attached to separate bolts on multiple faces of a pole.
  - 1.3 Perpendicular facilities, including service drops, attached to separate bolts.
  
- 2.0 The following items (some of which may be billed as multiple attachments) are defined as an attachment(s) if any of them are connected to JEA owned poles outside of the communication zone:
  - 2.1 Tangent, crossing and perpendicular facilities, including service drops.
  - 2.2 Splices
  - 2.3 Terminals
  - 2.4 Boxes
  - 2.5 Underground risers
  - 2.6 Span Guys
  - 2.7 Dead end guys

Note: If any of the above items are attached to a JEA owned pole, it shall as a minimum count as one attachment for invoicing purposes.
  
- 3.0 Attachments which are not defined as multiple attachments in this agreement are:
  - 3.1 Tangent (or overlashed), crossing or perpendicular facilities using the same bolt as the facilities described in section 1.0 above.
  
- 4.0 In general, any licensee facilities connected to any portion of a JEA owned pole shall qualify as an individual and/or multiple attachment under the terms of this agreement.



## APPENDIX C

### Permit Processing Fees

1. **Non-Make Ready Application (New and Existing Attachments)**

\$ 19.95 per pole

2. **Make Ready Applications (New and Existing Attachments)**

(For Poles Requiring JEA Make Ready Work)

\$135.00 per pole

3. **Non-Standard Attachment**

Billed following Post Permit Inspection

\$24.95 per pole – For Poles not in compliance with NESC/JEA Standards

4. **Re-Inspection of Non-Standard Attachments/or Other Field Visits**

(Upon notification of correction)

\$ 12.00 per pole

5. **Returned Application (\$50.00 minimum fee)**

(Application does not meet minimum standards for processing)

\$ 7.95 per pole

**JEA reserves the right to modify the above listed fees, annually, to reflect the current cost of providing these services, which modifications could result in increases or decreases in fees.**