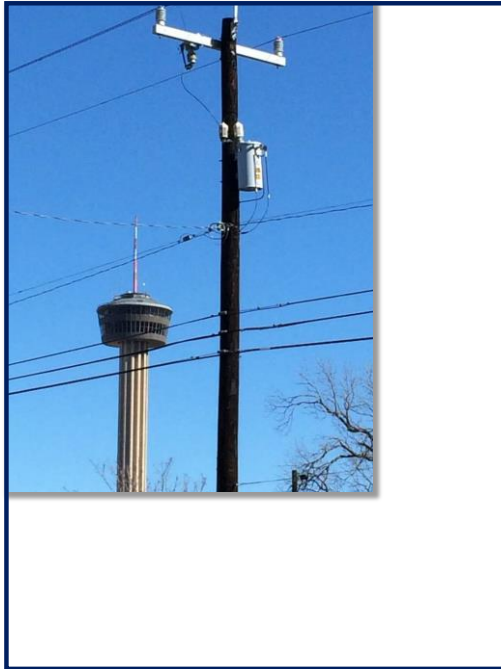


*CPS ENERGY*  
**POLE ATTACHMENT STANDARDS**



**Version 1.0 – DRAFT for Comments (17 Feb 2016)**

**Issued Date: May 1, 2016 (Proposed)**

**Effective Date: August 1, 2016 (Proposed)**



## II. GENERAL ADMINISTRATIVE PROVISIONS

### A. Definitions

For the purposes of these Standards, the following terms, phrases, words, and their derivations, shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

1. **Affiliate** means, when used in relation to an Attaching Entity, another entity that owns or controls, is owned or controlled by, or is under common ownership or control with the Attaching Entity.
2. **Applicable Engineering Standards** means all applicable engineering and/or safety standards governing the installation, maintenance and operation of facilities and the performance of all work in or around CPS Energy’s Facilities and includes CPS Energy’s clearance standards, the National Electrical Safety Code (NESC), the National Electrical Code (NEC), the Texas Health & Safety Code, Chapter 752 (Vernon 1992) and any subsequent amendments which relate to the maintenance of proper clearances and related safety issues, the regulations of the Occupational Safety and Health Act (OSHA), applicable regulations of the Federal Communications Commission (FCC), the Environmental Protection Agency (EPA), lawful requirements of Public Authorities, and/or other requirements of CPS Energy that are non-discriminatory to Attaching Entity as compared to all Other Attaching Entities.
3. **Application** means a complete Application for a Permit submitted by an Attaching Entity to CPS Energy for the purpose of requesting consent to install an Attachment or Overlash onto a CPS Energy Pole. The maximum number of Poles to be considered on a single Application is one-hundred twenty (120) Poles.
4. **Application Fee** means the non-refundable fee described in Section II.K and Appendix H of these Standards, compensating CPS Energy for the administrative and other work required to process and review an Application.

**Commented [MP1]:** AT&T Texas does not charge an application fee, because commensurate with accounting standards, the time spent processing the application is accounted for in the annual recurring rate calculation. If CPS can demonstrate that its accounting will ensure these costs are segregated, AT&T would be willing to discuss what a fair amount for an application fee would be.



5. **Application Form** means the form provided in Appendix B which every Attaching Entity is required to submit to CPS Energy, along with all applicable documents, as part of a complete Application in order to request a Permit.
6. **Attaching Entity** means any eligible public or private entity that places an Attachment on a CPS Energy Pole, in accordance with CPS Energy's applicable requirements, including a Pole Attachment Agreement and these Standards, to provide Communications Service.
7. **Attachment** means (a) each aerial cable together with its associated Messenger cable, guy wire, anchors, and associated hardware, and each amplifier, repeater, receiver, appliance or other device or piece of equipment, whether comprised of steel, aluminum, copper, coaxial, optical fiber, or other media or material, affixed to a CPS Energy Pole and utilized to provide Communications Services; and (b) any hardware or equipment identified in Section II.A.15. An Attachment occurs whether Attaching Entity's Communications Facilities are connected to the Pole itself or are supported by an Attachment Arm, bracket, support stand, or other support devices, provided however that Overlapping an existing Permitted Attachment and Service Drops shall not count as separate Attachments. This definition shall not apply to communications wires or facilities installed by CPS Energy for its own internal communications requirements or energy Information Services such as automated meter reading. Attaching Entity's payment of the appropriate fees and charges required by Section II.I and Appendix H permits Attaching Entity to make one Attachment to a Pole.
8. **Attachment Arm** means a CPS Energy approved metal or fiberglass bracket used to support attaching wires away from the face of the Pole in order to meet required distances and clearances.
9. **Attachment Connection Fee** means the annual rental payment assessed by CPS Energy to each Attaching Entity determined by multiplying the Attachment Rate by the total number of Poles with at least one Permitted Attachments ~~for~~by the Attaching Entity.
10. **Attachment Rate** means the annual rate per Pole determined by CPS Energy consistent with Texas Utilities Code, §54.204(c).
11. **Cable Services** means the provision of one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other



programming service by a cable system. Cable Services shall not include Information Services or Video Services, as defined in the Texas Utilities Code § 66.002.

12. **City** means the City of San Antonio, Texas.
13. **Capacity** means the ability of an existing Pole to accommodate an additional Attachment or Overlash based on Applicable Engineering Standards, including space, design, and loading considerations.
14. **Collection Notice Letter** means a letter of notification produced by the CPS Energy Claims Department itemizing charges owed to CPS Energy as a result of damages to CPS Energy Facilities caused by an Attaching Entity, or its contractors, subcontractors, and agents. This letter constitutes CPS Energy's tender for recovery of all costs associated with repairs to the damaged facilities.
15. **Communications Facilities** means wire or cable facilities including, but not limited to, fiber optic, copper and/or coaxial cables or wires utilized by an Attaching Entity to provide Communications Services, including any and all associated equipment. Communications Facilities also include a Messenger or other materials, appurtenances, or apparatus of any sort necessary or desirable for use in the provision of an Attaching Entity's Communications Services. Communication Facilities shall not include antennas or wireless radio transceivers.
16. **Communications Services** means the provision of Telecommunications Services, Cable Services, Video Services, or Information Services over wire or cable facilities utilizing Attachments to utility Poles.
17. **Communications Space** means the portion of a Pole's usable space designated for the installation of Communications Facilities, the top of which is forty (40) inches below CPS Energy's Neutral or lowest grounded messenger line.
18. **Complex Transfer** means the transfer or relocation of a third-party Attachment or Overlash onto a CPS Energy Pole that will result in a network and/or customer outage to the Attaching Entity that owns the Attachment or Overlash subject to transfer; or the transfer or relocation of such an Attachment or Overlash located over and across a state or federal highway.
19. **CPS Energy Facilities** means all personal property and real property owned or controlled by CPS Energy, including Poles.



20. **Deployment Plan** means a document prepared by an Attaching Entity that shall include: (1) footprint of the network buildout illustrated in a map depicting the municipal jurisdiction, or parts thereof, within the CPS Energy service area expected to be covered by the project; (2) overall network deployment schedule and phasing; (3) map of backbone fiber rings routes, if any; (4) description of overall physical plant architecture and design; (5) description of typical Service Drop installations; (6) estimated number of Poles expected to be attached to including a reasonable “ramp-up” and “ramp-down” plan; (7) project and corporate organizational chart for the Attaching Entity; and (8) signature page attesting to the veracity of the Development Plan executed by an authorized officer of the Attaching Entity.
21. **Electrical Space or Supply Space** means the upper portion of a Pole reserved for the installation of electric distribution facilities to support existing and planned electric distribution equipment.
22. **Emergency** means a situation exists which, in the reasonable discretion of CPS Energy or the Attaching Entity, if not remedied immediately, will result in a threat to public safety, a hazardous condition, damage to property or a service outage.
23. **Engineer** means any licensed professional engineering firm approved by CPS Energy to complete Engineering work on CPS Energy Facilities.
24. **Information Services** means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing and cable modem service, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.
25. **Inventory** means a complete count of all Attachments, both authorized and Unauthorized Attachments, on CPS Energy-owned Poles in the CPS Energy service territory.
26. **Make-Ready Charges** means all reasonable administrative, engineering design, construction, inspection, and management charges associated with Make-Ready Work.

**Commented [MP2]:** AT&T requests that this requirement be modified so that CPS Energy recognizes the technical acumen of AT&T OSP Design Engineers. This may require updates throughout the standards, but hopefully we can modify here in such a way as to avoid that.



27. **Make-Ready Communication Construction** means that portion of Make-Ready Work associated with construction work requiring access to Communication Facilities within the Communication Space of a Pole, including the movement, transfer, relocation, or modification of an existing Attachment or Overlash; the replacement of a Pole; and all other construction activities necessary to accommodate the installation of a new Attachment or Overlash. Make-Ready Communications Construction shall include, where applicable, the nexus between aerial and underground construction.
28. **Make-Ready Electrical Construction** means that portion of Make-Ready Work associated with construction work requiring access to CPS Energy Facilities within the Electrical Space or Neutral Space of a Pole, including the movement, transfer, relocation, or modification of CPS Energy electric distribution facilities; the replacement of a Pole; and all other construction activities necessary to accommodate the installation of a new Attachment or Overlash. Make-Ready Electrical Construction shall include, where applicable, the nexus between aerial and underground construction.
29. **Make Ready Engineering** means that portion of Make-Ready Work associated with the preparation of engineering design documents by a qualified and registered professional engineer, including but not limited to, the Pre-Construction Survey; the engineering design for Make-Ready Electrical Construction and Make-Ready Communications Construction; and the submission of such design documents to CPS Energy for review, potential modification, and approval. Make-Ready Engineering shall include, where appropriate, engineering design specifications related to the nexus between aerial and underground construction of Communications Facilities as part of Make-Ready Communications Construction and of electrical distribution facilities as part of Make-Ready Electrical Construction.
30. **Make-Ready Work** means all work which is required to accommodate an Attaching Entity's Attachment or Overlash onto a Pole in compliance with all Applicable Engineering Standards. Such work includes, but is not limited to, Make-Ready Engineering, Make-Ready Electrical Construction, and Make-Ready Communications Construction, ~~along~~ with Application review, engineering design documents review, engineering work, construction work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), Pole replacement, and the Post-Construction Survey.



31. **Mass Deployment — High Volume Process** means the available and voluntary Application submission and Permit approval process applicable to a broadband network deployment within the CPS Energy service area characterized by an Attaching Entity's submission of Applications to attach or Overlash to Poles at a rate of eight-hundred (800) or more Poles per month; and assumption of the responsibility to prepare Make-Ready Engineering, manage Make-Ready Electrical Construction and Make-Ready Communications Construction, ~~and incur all expenses associated with Make-Ready Work.~~
32. **Mass Deployment — Medium Volume Process** means the available and voluntary Application submission and Permit approval process applicable to a broadband network deployment within the CPS Energy service area characterized by an Attaching Entity's submission of Applications to attach or Overlash to Poles at a rate of four- hundred (400) or more but less than eight-hundred (800) Poles per month; and assumption of the responsibility to prepare Make-Ready Engineering, manage Make-Ready Communications Construction, the option to manage Make-Ready Electrical Construction, ~~and incur all expenses associate with Make-Ready Work.~~
33. **Messenger** means any cable owned by an Attaching Entity extending between Poles which is used as support for Communication Facility.
34. **National Electric Safety Code (NESC)** means the current edition published by the Institute of Electrical and Electronic Engineers (IEEE) as may be amended or supplemented from time-to-time.
35. **Neutral** means the conductor used to carry unbalanced current. In single-phase systems, the conductor used for a return current path.
36. **Neutral Space** means that space on a Pole measured from the location of the Neutral to a location forty (40) inches below the Neutral.
37. **Notice of Dispute Form** means the form that an Attaching Entity must use to dispute CPS Energy's determination of liability associated with a claim for damages caused to CPS Energy Facilities by the Attaching Entity, or its contractors, subcontractors, and agents. This form is provided in Appendix J.

**Commented [MP3]:** Cost causer pays for all associated Make-Ready Work regardless of classification of the Application process.



38. **Occupancy** means the use or specific reservation of Assigned Space for Attachments or Overlash on the same CPS Energy Pole.
39. **One-Touch Transfer** mean the transfer, relocation, or alteration of third-party Communication Facilities whether conducted by an Attaching Entity or CPS Energy subject to the requirements ~~of~~ described in Section IV.B.5.
40. **Overlash (or Overlapping)** means to place an additional wire or cable Communications Facility onto an existing Attachment or Messenger already secured to the Pole in order to accommodate additional wire or cable Communications Facility capacity.
41. **Pedestals/Vaults/Enclosures** means above- or below-ground housings that are used to enclose a cable/wire splice, power supplies, amplifiers, and passive devices and/or provide a service connection point and that shall not be attached to CPS Energy Poles.
42. **Permit (or License)** means the written or electronic authorization from CPS Energy approving an Application to make or maintain an Attachment or Overlash to a specific CPS Energy Pole pursuant to the requirements of the Pole Attachment Agreement and these Standards.
43. **Pole** means an electric distribution system utility pole owned by CPS Energy carrying secondary voltages and/or primary phase to neutral voltages of up to and including 20kV that is capable of supporting Communications Facilities Attachments.
44. **Pole Attachment Agreement (or Agreement)** means an executed agreement between CPS Energy and a Requestor which adopts and incorporates these Standards by reference, and under which the Requestor agrees to abide by the terms and conditions of such as well as the duties and obligations set out in these Standards. Such an Agreement shall include additional legal protections and obligations of the parties not specifically related to terms of access to Poles and Attachment Rates which are covered in the Standards.
45. **Pole Attachment Standards (or Standards)** means these “CPS Energy Pole Attachment Standards” with an initial effective date of August 1, 2016, and as amended from time to time.





46. **Post-Construction Inspection** means the survey inspection required by CPS Energy to determine and verify that the Make Ready Electrical Construction, Make-Ready Communications Construction and all other Make-Ready Work, including the installation of an Attachment or Overlash was made in accordance with Applicable Engineering Standards, the Application, and all other Permit requirements.
47. **Pre-Construction Survey** means the field survey and all other work and operations required by Applicable Engineering Standards to determine the Make-Ready Work necessary to accommodate an Attaching Entity's Communications Facilities onto a Pole. Such work includes, but is not limited to, field inspection and administrative processing. The field survey to be done prior to preparation of Make-Ready Engineering shall be conducted by the Attaching Entity's Engineer or other qualified employee or agent.
48. **Registration Form** means the initial registration document that must be submitted by a Requestor in order to enter into a Pole Attachment Agreement with CPS Energy, and which must be updated annually by October 31 thereafter or as changes warrant.
49. **Requestor** means an eligible entity that submits a Registration Form in order to enter into a Pole Attachment Agreement with CPS Energy under which it may submit Applications for Permits to access CPS Energy's Poles for the purpose of installing Attachments or for Overlashing.
50. **Reserved Capacity** means Capacity or space on a Pole that CPS Energy has identified and reserved for its own CPS Energy core electric utility service requirements, including space for any and all associated internal communications functions that are essential to the proper operations of such core electric utility service, pursuant to reasonable projected need.
51. **Safety Violation** means a violation of the Applicable Engineering Standards which: (a) is reasonably expected to endanger life or property; or (b) poses a potential safety risk to any employee, contractor, or to the general public.
52. **Service Drop or Non-Guyed Service Drop** means a single wired drop installed to provide Communications Service to an individual customer measured from the customer premises to the closest available Pole without requiring any additional anchors or guys to comply with all Applicable Engineering Standards. Service Drops are subject to all terms and conditions of these Standards.



53. **Simple Transfer** means the transfer, relocation, or alteration of any Attachment or Overlash on an existing Pole or onto a new Pole that does not require cutting and splicing of such Attachment and which will not result in a network outage affecting the Attaching Entity that owns the Attachment subject to transfer, relocation, or alteration.
54. **Tag** means to place the distinct marker on the wires and cables at each Pole Attachment as set forth at Appendix K.
55. **Telecommunications Services** means that definition provided at 47 U.S.C. §153(46), including any revisions to that definition.
56. **Tier 1 Revisions** means revisions to the CPS Energy Pole Attachment Standards which do not require changes in the collection of field data necessary to prepare an Application for submission.
57. **Tier 2 Revisions** means revisions to the CPS Energy Pole Attachment Standards which require changes in the collection of field data necessary to prepare an Application for submission.
58. **Unauthorized Attachment** means any Attachment or Overlash of an Attaching Entity (i) for which the Attaching Entity failed to obtain a Permit; (ii) which is endangering public safety, CPS Energy operations, or reliability of the electric distribution system; or (iii) which is infringing on the rights of another Attaching Entity.
59. **Unauthorized Attachment Charge** means the charge payable by an Attaching Entity for Unauthorized Attachments as described in Appendix H.
60. **Wireless Installation (Under development)**
61. **Video Services** means video programming services provided through wireline facilities located at least in part in the public right-of-way without regard to delivery technology, including Internet protocol technology.



## B. Registration of Entity

1. **Initial Registration Information.** Before executing a Pole Attachment Agreement (Agreement), a Requestor must submit a Pole Attachment Registration Form (Registration Form), a copy of which is provided in Appendix A, to CPS Energy. The Registration Form must indicate:

- the corporate name of the Requestor;
- Corporate contact information;
- Contact information for a primary liaison and an escalation list of company personnel responsible to respond to any operational requests from CPS Energy;
- Whether the entity holds a certificate from the Public Utility Commission of Texas (PUCT); and
- If the entity has been granted a franchise, license agreement, permit or ordinance by the City of San Antonio or a suburban city within the CPS Energy service area

The Requestor shall provide copies of the PUCT certificate and any franchise or license agreements, permits, or ordinances with the Registration Form. CPS Energy shall have no obligation to approve an Application for a Permit within any part of its service area to any Requestor that has not been granted the right to use municipal rights-of-way for the installation of such Attachments.

2. **Updates to Registration Information.** Pursuant to Section II.F, the Registration Form must be updated and submitted to CPS Energy by October 31 annually or as changes in Attaching Entity's information warrant. The Attaching Entity has an obligation and duty to maintain the accuracy of the information in the Registration Form at all times.

## C. Execution of Pole Attachment Agreement

Every registered Requestor must execute a Pole Attachment Agreement that incorporates these Standards by reference before submitting an Application. Except as otherwise set out herein, an Application must be submitted in compliance with these Standards for every Attachment including Overlapping that an Attaching Entity seeks to make to a CPS Energy Pole. CPS Energy's Pole Attachment Application process is described in detail in Section IV of these Standards.



CPS Energy may approve or deny an Application, in whole or in part, for reasons of safety, reliability, or insufficient Capacity that cannot be resolved consistent with the Applicable Engineering Standards; and subject to the conditions, processes, and timelines outlined in these Standards. The uninterrupted processing of an Attaching Entity's Application is contingent on the timely payment of pole attachment invoices and compliance with the requirements and specifications of these Standards.

The issuance of a Permit is the only means for securing the privilege to make an Attachment to any CPS Energy Poles.

1. **Separate Agreements Required for Wired Attachments and Wireless Installations.** Unless otherwise agreed by CPS Energy, a wired Attachment may only be attached to CPS Energy Poles pursuant to a Pole Attachment Agreement, and a Wireless Installation may only be attached to CPS Energy Poles pursuant to a separate agreement for Wireless Installations. A Pole Attachment Agreement does not convey any license, claim, or rights to attach ~~a~~ Wireless Installations onto any Attachments on CPS Energy Poles by either Overlash or other installation means. Absent a separate agreement for Wireless Installations, Wireless Installations found on CPS Energy Poles or Overlashed mid-span to an Attaching Entity's wired Attachments, shall be considered an Unauthorized Attachment subject to Unauthorized Attachment Charges.
2. **Standards Applicable Regardless of Effective Agreement.** These Standards shall be applicable to an Attaching Entity during the time that a Pole Attachment Agreement has lapsed, regardless of the reason for such lapse. Any Attachments in place at the time an Agreement expires or terminates, as well as any additional Unauthorized Attachments installed subsequent to such expiration or termination but prior to the execution of a successor Agreement, will be subject to these Standards. Upon execution of a successor Agreement, these Standards will remain in effect and coexist with the contractual terms in such successor Agreement. This Section II.C.2, is not intended to supersede, eliminate, or substitute any contractual protections or duties included in such successor Agreement.

#### D. Specify Type of Attachments

When submitting an Application for Permit, the Attaching Entity must specify whether the Application is for wired Attachments or Wireless Installations. The comingling of



wired Attachments and Wireless Installations under one Application is strictly prohibited.

No person or entity is authorized to install an Attachment, Overlash, or Wireless Installation to a CPS Energy Pole without first executing the appropriate Pole Attachment Agreement, submitting a complete Application, and securing and receiving a Permit for the type of Attachment or installation contemplated.

#### E. Termination of Permit

1. **Automatic Termination of Permit.** Any Permit issued pursuant to these Standards shall automatically terminate when the Attaching Entity ceases to have authority to construct and operate its Communications Facilities on public or private property, including federal property, at the location of the particular Pole covered by the Permit.
2. **Surrender of Permit.** An Attaching Entity may at any time surrender any Permit and remove the corresponding Attachment from the affected Pole; provided, that before commencing any such removal, the Attaching Entity must provide a twenty-one (21) calendar days advance written notice and sketch to CPS Energy, including the name of the party performing such work and the date and time during which such work will be undertaken and completed. All such work is subject to the insurance requirements of the Agreement. No refund of any fees or costs paid to CPS Energy will be made upon removal.

If an Attaching Entity surrenders such Permit pursuant to the provisions of this Section I.I.E.2, but fails to remove its Attachments from CPS Energy's Facilities within sixty (60) calendar days thereafter; CPS Energy shall have the right to remove the Attachments at the Attaching Entity's expense.

#### F. Annual Reporting Requirements

As required by Section II.B.2, Attaching Entities must submit an update to the Registration Form by October 31 of each year. Concurrently with submitting the updated Registration Form, the Attaching Entity shall report the following to CPS Energy:

1. **List of Installations.** The Attaching Entity shall provide a list of specific Poles (by CPS Energy Pole number) on which the Attaching Entity has installed, during the



relevant reporting period, risers and Service Drops, where no Permit was required per Section IV.B.2.b.

2. **List of Non-Functional Attachments.** The Attaching Entity shall provide a list of all Attachments or other installations that have either become non-functional, surrendered, or for which the Attaching Entity is no longer paying the annual Pole Connection Fee during the relevant reporting period. The report shall identify the specific Pole (by CPS Energy Pole number) on which the nonfunctional Attachment or installation is located and provide a description of the nonfunctional equipment.
3. **Removed Equipment.** The Attaching Entity shall provide a list of any equipment removed (and not replaced by substantially similar equipment) from specific Poles (by CPS Energy Pole number) during the relevant reporting period. The report shall identify the Pole from which the equipment was removed, a description of the removed equipment, and indicate the approximate date of removal. This requirement does not apply where the Attaching Entity surrenders a Permit pursuant to Section II.E.2.
4. **Emergency Contact.** The Attaching Entity shall provide an update to the emergency contact information required by the Pole Attachment Agreement.
5. **Failure to Report.** Failure of an Attaching Entity to provide CPS Energy the updated Registration Form and the annual information required by this Section II.F within forty-five (45) calendar days following issuance of written notice by CPS Energy shall result in CPS Energy suspending all work on the Attaching Entity's Applications which may be in process or may be submitted after the suspension date. Within three (3) business days of CPS Energy receiving the updated Registration Form, CPS Energy shall resume processing the Attaching Entity's Applications in the order that they were initially received by CPS Energy.

## G. Notices

1. **Notice of Revisions to the Pole Attachment Standards.** CPS Energy shall publish any proposed revisions to these Standards on the CPS Energy public website ([www.cpsenergy.com/poleattachments](http://www.cpsenergy.com/poleattachments)). CPS Energy shall also send electronic notice to the primary contact and email address for each Attaching Entity provided in the annual Registration Form, as described in Section II.B. CPS Energy is under no obligation to contact anyone other than the primary contact provided



with regard to Notice under this Section II.G. CPS Energy shall enforce and an Attaching Entity shall adhere to the revised Standards on their effective date. Any new requirement incorporated into the Standards will apply to an Application submitted on the date the new requirement becomes effective as per the schedule below:

- a) Tier 1 Revisions. CPS Energy shall publish Tier 1 Revisions forty-five (45) calendar days prior to their effective date.
- b) Tier 2 Revisions. CPS Energy shall publish Tier 2 Revisions ninety (90) calendar days prior to their effective date.

## H. Scope of Standards

1. **Grant of Permit (License)**. The issuance of a Permit by CPS Energy authorizing~~s~~ the placement of an Attachment or Overlashing on a Pole, pursuant to the provisions of these Standards, will operate to grant the Attaching Entity a revocable, nonexclusive license allowing the Attaching Entity to install and maintain an Attachment or Overlash on a specific Pole. The grant of a Permit entitles the Attaching Entity to the quiet enjoyment of its Attachments or Overlashings, provided the Attaching Entity complies with all requirements of these Standards, including the procedures for the transfer or relocation of Attachments or Overlashings.
2. **Parties Duties and Obligations under Standards**. These Standards set out the duties and obligations of CPS Energy and an Attaching Entity regarding the processing of an Application, issuance of a Permit, compliance with Applicable Engineering Standards, and administration of an Attachment on a Pole during the entire lifecycle of the Attachment and/or Overlashing. Should a conflict arise between these Standards and a Pole Attachment Agreement regarding the permitting process, the terms and conditions of the Standards shall prevail.
3. **Permit Issuance Conditions**. CPS Energy will issue a Permit to an Attaching Entity when there is sufficient Capacity to accommodate the requested Attachment and the corresponding Application complies with all Applicable Engineering Standards. CPS Energy may deny a Permit on a nondiscriminatory basis where there is insufficient Capacity or for reasons of safety, reliability, and generally



applicable engineering purposes as set forth in the Applicable Engineering Standards.

4. **No Interest in Property.** No use, however lengthy, of any CPS Energy Facilities, and no payment of any fees or charges required under these Standards, shall create or vest in an Attaching Entity any easement or other ownership or property right of any nature in any portion of such CPS Energy Facilities.
5. **Non-Exclusivity.** A Permit granted to an Attaching Entity under these Standards is non-exclusive and shall have no effect or take legal precedence over any Permit, rights, or other privileges granted by CPS Energy to any other entity to use a CPS Energy Pole.
  - a) No Attaching Entity is entitled to reserve or schedule space on a Pole, other than space on a Pole for which a Permit has been granted.
  - b) An approved Permit is subject at all times to CPS Energy's right to provide core electric utility services, including any and all internal Communications Service essential to the proper operations of such core electric utility services, using its Poles.
6. **CPS Energy's Rights over Poles.** The granting of a Permit does not in any way limit CPS Energy's right to locate, install, operate, maintain, relocate and/or remove its Poles in the manner and at the time that will best enable it to fulfill its core electric service requirements.
7. **Restoration of CPS Energy Service.** CPS Energy's service restoration requirements shall take precedence over any and all work operations of any Attaching Entity on CPS Energy's Poles. CPS Energy may relocate, replace, or remove an Attaching Entity's Attachments, transfer them to substituted Poles or perform any other work in connection with such Attachments that CPS Energy deems necessary in order to safely and efficiently restore electrical service. CPS Energy shall not be liable, except in the case of its gross negligence or willful misconduct, to the Attaching Entity for any actions CPS Energy takes pursuant to this Section II.J.97. The affected Attaching Entity shall reimburse CPS Energy for the expenses that CPS Energy incurs relating to such work within forty- five (45) calendar days of the date CPS Energy issues an invoice for such work.
8. **Permitted Uses.** All Attaching Entities shall be permitted to use an approved Attachment only for the purpose of providing Communications Services. An





Attaching Entity is not permitted to install an Attachment on behalf of any other party, sublease an Attachment to any other party, or Overlash Communications Facilities or any wireless devices belonging to a third-party, regardless of whether the third-party is an Affiliate of an Attaching Entity, unless both the Attaching Entity and the third party have registered and executed a Pole Attachment Agreement with CPS Energy. Any use of an Attachment other than as specified herein, shall be considered an Unauthorized Attachment subjecting the non-compliant Attaching Entity to Enforcement Action by CPS Energy, including:

- a) Suspension of the processing of any further Applications submitted by the Attaching Entity pending resolution of the unauthorized use;
  - b) Revocation of previously granted Permits; and
  - c) Potential contractual claims under the Pole Attachment Agreement.
9. **Expansion of Capacity.** CPS Energy will expand Pole Capacity, at an Attaching Entity's expense, when necessary to accommodate an additional Attachment approved pursuant to the issuance of a Permit, and when consistent with local governmental land use requirements of general applicability and Applicable Engineering Standards. Notwithstanding the foregoing sentence, CPS Energy is under no obligation to install, retain, extend, or maintain any Pole system for use when such Pole system is not needed for CPS Energy's core service requirements.
10. **Reserved Capacity.** At the time that CPS Energy receives an Application, CPS Energy may determine and communicate to the requesting Attaching Entity, CPS Energy's obligation to reserve space on a Pole as Reserved Capacity for its own future use in accordance with a *bona fide* electric system expansion or improvement plan that reasonably and specifically projects a need for that space for the provision of its core electric utility services, including any and all associated internal communications. Reserved Capacity shall be made available for use by an Attaching Entity consistent with these Standards and this Section II.H.10 until CPS Energy has a need for such Reserved Capacity.
- a) CPS Energy may reclaim the Reserved Capacity if required for CPS Energy's use at such time by giving the Attaching Entity at least sixty (60) calendar days advance notice. CPS Energy shall give the Attaching Entity the option to remove its Attachments from the affected Poles or to pay for the cost of any Make-Ready Work needed to expand Capacity so that the Attaching



Entity may maintain its Attachments on the affected Poles as provided in Section II.H.10.b below.

- b) CPS Energy may require an Attaching Entity to remove its Attachments from the affected Poles if the Attaching Entity does not opt to pay for the cost of Make-Ready Work needed to expand capacity within twenty-one (21) calendar days of CPS Energy issuing notice that CPS Energy requires use of the Reserved Capacity. CPS Energy may remove the Attachments if the Attaching Entity fails to remove them from the affected Poles within sixty (60) calendar days of CPS Energy issuing notice that CPS Energy requires use of the Reserved Capacity. CPS Energy shall invoice the affected Attaching Entity for the actual cost that CPS Energy incurs for such removal, and the Attaching Entity shall pay such invoice no later than forty-five (45) calendar days following issuance of invoice.
- c) If CPS Energy reclaims Reserved Capacity for which an Attaching Entity has received a Permit and paid for Make-Ready Work, where the Make-Ready Work consisted of moving CPS Energy's neutral conductor up on the existing Pole to allow the Attaching Entity's use of Reserved Capacity, but the installation of the Attachment is not complete, CPS Energy shall refund all payments made by the Attaching Entity for the Application Fee and Make-Ready Work on the affected Pole.

**11. Authorization for Use of One-Touch Transfer Process.** All Attaching Entities with Attachments and/or Overlashings on CPS Energy Poles shall be subject to the Simple Transfer and/or rearrangement of their Attachments and/or Overlashings pursuant to the One-Touch Transfer Process described in Section IV.B.5, provided that any such transfer or rearrangement is consistent with all Applicable Engineering Standards and does not entail a network or customer service interruption or diminishment of service. All Attaching Entities are entitled to utilize the One-Touch Transfer Process in installing their own Attachments and/or Overlashings, provided that the requirements of Section IV.B.5 and Section IV.B.6 are followed.



## I. Fees and Charges

1. **General.** All Attaching Entities shall be subject to the CPS Energy Schedule of Pole Attachment Rates, Fees, and Charges as specified in Appendix H, as may be amended, and shall comply with the terms and conditions specified herein.
  - a) Wherever CPS Energy is required to perform any work, CPS Energy, at its sole discretion, may utilize its employees or contractors, or any combination of the two to perform such work.
  - b) Wherever an Attaching Entity is required to pay for such work done or contracted by CPS Energy; the charge for such work shall include all reasonable material, labor, travel, engineering, administrative, and applicable overhead costs, other than those costs compensated by payment of the **Application Fee**.
  - c) No rates, fees, and/or charges specified in Appendix H shall be refunded on account of any surrender of a Permit.
  - d) All Attaching Entities shall pay CPS Energy at the offices of CPS Energy in San Antonio, Bexar County, Texas in accordance with the terms of this section II.I and Appendix H.
  - e) If CPS Energy does not receive payment from an Attaching Entity for any amounts owed within forty-five (45) calendar days after it becomes due, the non-compliant Attaching Entity shall pay in addition to the initial amount, interest to CPS Energy at the rate of one and 17/100 Percent (1.17%) simple interest per month on the amount due beginning from the first of the month following the forty-five (45) calendar days until the payment is made. For the purposes of this calculation, partial months shall be rounded up.
  - f) Nonpayment of a non-disputed amount invoiced by CPS Energy and due beyond ninety (90) days shall subject an Attaching Entity to Enforcement Action, including but not limited to:
    - (i) Suspension of the processing any further Applications submitted by the non-compliant Attaching Entity pending receipt of payment;
    - (ii) Potential contractual claims; and
    - (iii) Termination of the Pole Attachment Agreement.

**Commented [MP4]:** As mentioned previously, need clarification on the accounting piece.



- g) If an Attaching Entity pays any amount under protest, such Attaching Entity shall make payment consistent with the timeframe required by these Standards, shall designate payment as “PAID UNDER PROTEST,” and shall provide a detailed explanation of its legal basis for its protest. Failure to contest or otherwise dispute an invoice within one-hundred eighty (180) calendar days of receipt shall be deemed to be acceptance by the Attaching Entity.

2. **Application Fee.**

- a) Each Attaching Entity shall be invoiced an Application Fee to compensate CPS Energy for the cost of administrative and other work required to manage the Pole Application process. The Application Fee, set forth in Appendix H, will be invoiced in the month following the receipt of the Application by CPS Energy. Failure of the Attaching Entity to pay the Application Fee within forty-five (45) calendar days following issuance of the invoice will cause the Application to be deemed incomplete; resulting in CPS Energy to discontinue the processing of the Application and/or subsequent Applications; and/or to revoke the Permits issued under this Application until the Application Fee is received by CPS Energy.
- b) Attaching Entity shall reimburse CPS Energy for its actual costs to complete the Application Process described in Section IV. CPS Energy shall invoice each Attaching Entity for the work completed on its Applications on a monthly basis. Failure to pay this Application process invoice within forty-five (45) calendar days following issuance of invoice will result in CPS Energy discontinuing the processing of the Application and/or subsequent Applications; and/or to revoke the Permits issued under this Application until all amounts invoiced under this Application are received by CPS Energy.
- c) In the event that an Application is submitted by an Attaching Entity and then is subsequently cancelled by the same party, the Attaching Entity shall forfeit all Application Fees submitted with the cancelled Applications. The Attaching Entity shall also reimburse CPS Energy for the costs incurred by CPS Energy up to the date of cancellation.

**Commented [MP5]:** As mentioned previously, need clarification on the accounting piece.

3. **Advance Payment for Make-Ready Work.** All Attaching Entities will be responsible for payment in advance to CPS Energy for all Make-Ready Work



performed by CPS Energy or its contractors that is required to accommodate an Attaching Entity's Attachments or Overlashings. CPS Energy shall provide an invoice and request authorization for the Make-Ready Work by submitting to the Attaching Entity the completed form provided in Appendix C. The Attaching Entity shall pay CPS Energy pursuant to the terms of the CPS Energy Appendix C for such work. CPS Energy will not begin any Make-Ready Work to be performed by CPS Energy or its contractors until it receives the advance payment.

a) As provided in this Section II.I.3, CPS Energy will require advance payment of estimated expenses for Make-Ready Work. ~~If requested by an Attaching Entity in writing, CPS Energy will perform a true up of costs for work orders completed and closed during the preceding calendar year and the following will apply:~~

- i. ~~If the actual cost of activities exceeds the advance payment of estimated expenses during the preceding year, the Attaching Entity shall pay CPS Energy for the difference in cost; or~~
- ii. ~~To the extent that the actual cost of the activities during the preceding year is less than the estimated cost, CPS Energy will refund to the Attaching Entity the difference in cost.~~

b) For any actual costs incurred by CPS Energy that is not reflected in the work order costs for any reason, an estimated cost will be determined by CPS Energy and added to the actual work order costs in order to account for these costs during the true up process, ~~if conducted.~~

~~e) Any requests for true up must be submitted by the Attaching Entity in writing and received by CPS Energy before January 31 of the year following the year that the work orders were closed.~~

4. **Annual Attachment Connection Fee.** CPS Energy shall invoice the annual Attachment Connection Fee to each Attaching Entity no later than December 31 of each year. The invoice shall set forth the total number of CPS Energy Poles on which the Attaching Entity was issued and/or holds corresponding Permits for Attachments as of December 1 of the then-current rental year multiplied by the Attachment Rate. The Attaching Entity shall pay each such invoice as specified in Section II.I.1. ~~Failure to make timely payment of invoice in full will result in the suspension of processing any further Applications submitted by the Attaching Entity pending receipt of payment.~~

**Commented [MP6]:** True-ups should occur on every job regardless of whether the Attaching Entity requests. This protects both parties.

**Formatted:** Indent: Left: 1.38", Hanging: 0.43", No bullets or numbering

**Commented [MP7]:** In light of the ongoing issue regarding the recurring attachment fees, it seems there needs to be some recognition that this will not apply until all available appeals have been exhausted.



- a) The Attachment Rate shall be calculated by CPS Energy on an annual basis.
  - b) The formula utilized to calculate the Attachment Rate is provided in Appendix H.
5. **Unauthorized Attachment Charge.** The installation of Unauthorized Attachments or Overlashings on CPS Energy Poles poses an increased risk to CPS Energy personnel, the public, and legitimate Attachments or Overlashings. CPS Energy will invoice any Unauthorized Attachment or Overlapping identified by the terms and conditions of this Section II.I.5, Section III.E, and Appendix H. Any Unauthorized Attachment Charges shall be paid within forty-five (45) calendar days upon issuance of invoice.
6. **Other.** CPS Energy may invoice other fees or penalties pursuant to the Pole Attachment Agreement, these Standards, and Appendix H.

## J. Claims

1. **Third-Party Claims.** In the event CPS Energy Facilities are damaged by an Attaching Entity, or its contractors, subcontractors, and agents, the CPS Energy Claims Department will tender to the Attaching Entity at fault a third-party claim for damages.
- a) The Attaching Entity shall be responsible for immediately notifying CPS Energy of any damages to CPS Energy Facilities resulting from the Attaching Entity's construction activities.
  - b) Pursuant to contractual indemnification provision of the Pole Attachment Agreement, the Attaching Entity is responsible for making CPS Energy whole and for reimbursing all third-party claims associated with damages to CPS Energy Facilities resulting from the installation, operation, maintenance, transfer, relocation, or removal of an Attachment or Overlash, whether caused by the Attaching Entity, or its contractors, subcontractors, and agents.
  - c) The CPS Energy Claims Department shall be responsible for investigating and resolving claims for damages to CPS Energy Facilities caused by a third-



party, including an Attaching Entity, or its contractors, subcontractors, and agents.

- d) The CPS Claims Department will timely notify the Attaching Entity at fault for each third-party claim.

**2. Upon Receipt of Claim.**

- a) Upon receiving notification of damages to CPS Energy Facilities, whether by the Attaching Entity or from another source, a claims file will be opened and a CPS Energy insurance adjuster will be assigned to the file. All internal adjusters are licensed by the Texas Department of Insurance.
- b) The Attaching Entity will be timely notified of the claim, will be advised that an internal investigation has commenced, and will be provided with a preliminary assessment of damages to CPS Energy Facilities.
- c) An internal investigation will be completed by CPS Energy to determine liability. Utilizing industry standard claims software to create a record of the claims process, the assigned adjuster will investigate the claim and gather relevant facts and documentation. All of the gathered information will be compiled by the licensed adjuster and analyzed to determine liability and the total amount of damages.
- d) Once a determination of liability is made, an adjuster will notify the Attaching Entity in writing and provide a Collection Notice Letter stating the amount of damages owed to CPS Energy, and the Attaching Entity will have an opportunity to respond.

**3. Dispute of Claim.**

- a) In the event liability is disputed, the Attaching Entity must submit a Notice of Dispute Form, a copy of which is provided as Appendix J, to the CPS Energy Claims Department with five (5) business days of receiving CPS Energy's tender explaining the reason for the disputing liability and providing documentary support for the dispute.
- b) CPS Energy Claims management may assign the dispute to an internal independent review panel which will provide a de novo review of the claim file including, the Notice of Dispute Form, and any supporting documentation



submitted by the Attaching Entity. CPS Energy will notify the Attaching Entity of the final determination of liability within thirty (30) calendar days.

**4. Payment of Claims.**

- a) In the event the final determination is one of liability on the part of the Attaching Entity, CPS Energy will send a Collections Notice Letter. Upon receipt of the Collections Notice Letter, the Attaching Entity must remit payment with twenty (20) calendar days to the following address:

CPS Energy Claims Department  
Mail Drop 110902  
PO Box 1771  
San Antonio, Texas 78296

- b) The correspondence accompanying payment must include the CPS Energy claims number associated with the file.

**5. Failure to Pay Claims.**

- a) Failure to timely pay or otherwise follow these claim procedures shall constitute violation of these Standards and will result in the suspension of any existing Applications and rejection of any future Applications submitted by the Attaching Entity until such time as the claim has been satisfied and closed.
- b) If payment is not timely received, CPS Energy will seek reimbursement under the Attaching Entity's performance bond.
- c) CPS Energy reserves the right to refer collection on any unpaid outstanding claims to a collections agency and/or legal counsel.

**K. Compliance with Pole Attachment Standards & CPS Energy Enforcement**

1. **Expectation of Compliance.** Pursuant to the Pole Attachment Agreement, CPS Energy expects each Attaching Entity to fully comply with the terms and conditions set forth in these Standards as a condition to receive a Permit from CPS Energy.
2. **Enforcement of Standards.** Pursuant to the Pole Attachment Agreement, CPS Energy reserves all rights available to CPS Energy under these Standards or the





Pole Attachment Agreement to enforce compliance with these Standards in a non-discriminatory manner by all Attaching Entities. Further, CPS Energy will enforce these Standards in a non-discriminatory manner on any Attaching Entity regard~~less~~ of the status of a Pole Attachment Agreement with CPS Energy.

3. **Safety Violations.** If during an Inspection or otherwise, CPS Energy determines an Attaching Entity's Attachments, or any part thereof, are installed, used, or maintained in violation of these Standards; the Attaching Entity shall upon notice from CPS Energy pay a Safety Violation Assessment as provided in Appendix H for each Safety Violation(s) noted; and the Attaching Entity that owns the Attachments shall ~~either correct such Safety Violation(s), at Attaching Entity's expense, or reasonably dispute in writing,~~ as soon as possible but no later than ~~seven (7) calendar days at Attaching Entity's expense.~~ Should Attaching Entity fail to correct ~~or dispute~~ the Safety Violation within seven (7) calendar days from receipt of written notice of the violation(s) from CPS Energy, the following enforcement measures shall take place:

- a) CPS Energy will stop processing Applications submitted by the non-compliant Attaching Entity for future Attachment Permits.
- b) CPS Energy may correct said conditions. CPS Energy will attempt to notify the non-compliant Attaching Entity in writing prior to performing such work whenever practicable. Should CPS Energy determines such violation(s) pose an Emergency, interfere with the performance of CPS Energy's service obligations, or pose an immediate threat to the physical integrity of CPS Energy Facilities, CPS Energy may perform such work and/or take such action as it deems necessary without first giving written notice to the Attaching Entity. As soon as practicable thereafter, CPS Energy will advise the Attaching Entity of the work performed or the action taken. The Attaching Entity shall be responsible for all costs incurred by CPS Energy in taking action pursuant to this Section II.K. CPS Energy will facilitate the resolution of responsibility for violations in the event that multiple Attaching Entities are on the same Pole.
- c) CPS Energy may impose a ten percent (10%) surcharge on the costs of conducting any work to correct or remedy a violation by an Attaching Entity where the Attaching Entity has not corrected such conditions in a timely manner.

**Commented [MP8]:** There should be some sort of limit as to the number of violations that an Attaching Entity should be required to dispute or correct within 7 days.



4. **Failure to Enforce.** Failure of CPS Energy to take action to enforce compliance with any of the terms and conditions of these Standards shall not constitute a waiver or relinquishment of any term or condition of these Standards, but the same shall be and remain at all times in full force and effect until terminated, in accordance with these Standards or the Pole Attachment Agreement.

## L. Conflict Resolution

Conflicts, both informal and formal, identified between CPS Energy and an Attaching Entity arising from and/or related to technical interpretations and/or day-to-day administration of these Standards shall comply with this Section II.L.

1. **Informal Conflict Resolution.** Conflicts identified between CPS Energy and an Attaching Entity arising from and/or related to technical interpretations and/or day-to-day administration of these Standards shall be submitted via electronic mail and will comply with this Section II.L.1. The party initiating the conflict notice shall (1) provide a specific detailed description of the conflict including any previous efforts to remedy the conflict, and (2) call for progressive management involvement in the resolution process. Both CPS Energy and the Attaching Entity shall use their best efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places at each of the following successive management levels, each of which will have a period of allotted time as specified below in which to attempt to resolve the conflict:
  - a) Successive Management Levels (for CPS Energy).
    - (i) First Level: Pole Attachment Representative (Utilimap) – 5 business days.
    - (ii) Second Level: Manager, Pole Attachment Services – 5 business days.
    - (iii) Third Level: Director of Distribution Engineering – 10 business days.
  - b) The allotted time for the first-level of resolution process will begin on the next business day following the submission of the electronic mail of the conflict by the submitting party. If a resolution is not achieved at any given management level at the end of their allotted time, then the allotted time for the negotiators at the next management level will begin on the next business day unless the Parties agreed otherwise.



- c) If a resolution is not achieved at the final management level within their allotted time ~~at the operation level~~, then either party is directed to follow the Dispute Resolution process, ~~and~~ defined in the Pole Attachment Agreement, for further escalation.
2. **Formal Process.** Where these Standards provide CPS Energy with the authority to determine whether an Attaching Entity or its Attachments are in violation of any Applicable Engineering Standard or of any provision of these Standards, CPS Energy shall provide the Attaching Entity with written notice of its investigation into such matters. Such notice shall be provided no fewer than fifteen (15) calendar days prior to the day CPS Energy intends to make a final determination, and shall include all information in CPS Energy's possession or control relevant to its investigation and determination. In cases of Emergency or in other cases in which the notice time periods set forth in this Section II.L.2 is not feasible, CPS Energy shall endeavor to provide the Attaching Entity with as much advance notice of its investigation as possible. Attaching Entity may provide additional information to CPS Energy relevant to the determination within five (5) calendar days of CPS Energy issuing written notice of its investigation. In the event Attaching Entity provides information that indicates that CPS Energy incorrectly determined that the Attaching Entity was in violation of any Applicable Engineering Standard or any provision of these Standards, CPS Energy shall promptly restore the Attaching Entity to the position it held prior to the determination.

#### **M. Liability Insurance**

CPS Energy shall require the Liability Insurance as described in the Pole Attachment Agreement in addition to the requirements of Section IV.D.4 and Appendix I.

#### **N. Indemnification**

CPS Energy shall require the Indemnification as described in the Pole Attachment Agreement in addition to those indemnification provisions provided in these Standards.

#### **O. Performance Bond**

CPS Energy shall require Attaching Entity to secure and maintain a Performance Bond as described in the Pole Attachment Agreement.



### III. GENERAL TECHNICAL PROVISIONS

#### A. General Design & Construction Standards & Specifications

1. **Professional Engineer.** An Attaching Entity shall utilize an ~~licensed professional engineer~~ (Engineer) to undertake and complete the engineering analyses required in completing an Application for Permit as described in Section IV. For the purposes of these Standards, an Engineer shall include engineering employees or contractors with a valid state of Texas professional engineering license in good standing ~~or the requisite training for telephony engineering~~. All Engineers considered by the Attaching Entity must be approved by CPS Energy before undertaking any engineering work on behalf of the Attaching Entity. CPS Energy approval shall not be unreasonably withheld, conditioned, or delayed.

The Attaching Entity's Engineer shall adhere to all Applicable Engineering Standards and requirements of CPS Energy. Failure to comply with such standards and requirements may result in CPS Energy retracting its approval of the Engineer. If CPS Energy reasonably determines that non-compliance by the Engineer resulted in substandard work, the Attaching Entity shall be required to remedy all work conducted by the Engineer that does not comply with the Applicable Engineering Standards and any other requirements of CPS Energy at the sole expense of the Attaching Entity.

2. **Contractors.** All work performed on CPS Energy Facilities on behalf of an Attaching Entity pursuant to a Permit shall be done by its own employees, contractors, or subcontractors approved by CPS Energy, which approval shall not be unreasonably withheld, delayed, or conditioned. All employees, contractors, and subcontractors utilized by the Attaching Entity shall be subject to the same standards of conduct and behavior as CPS Energy applies to its own contractors and employees, as set forth in Appendix M and Appendix N, which CPS Energy may reasonably revise upon thirty (30) calendar days' notice. Failure of any employee, contractor, or subcontractor of the Attaching Entity to adhere to and comply with such CPS Energy standards and requirements may result in CPS Energy retracting its approval of the employee, contractor, or subcontractor to perform work of any kind on CPS Energy Facilities.

**Commented [MP9]:** Hopefully, a new definition for Engineer can be agreed upon along with the deletion of this specific text.



The Attaching Entity shall bear full responsibility for ensuring its employees, agents, contractors, and subcontractors are in full compliance with the requirements of these Standards. An Attaching Entity may be required to remedy any and all work, conducted by either its employees, contractor, or subcontractor that does not comply with the Applicable Engineering Standards and other construction standards and requirements of CPS Energy. CPS Energy reserves the right to halt all work undertaken by the Attaching Entity or its contractors/subcontractors that in CPS Energy's sole discretion is deemed unsafe or undertaken contrary to CPS Energy standards and requirements.

3. **Right to Review.** CPS Energy contemplates relying upon the Attaching Entity's engineering/field evaluation reports in connection with any Application submitted by the Attaching Entity. Nonetheless, CPS Energy reserves the right to perform its own (either by CPS Energy employees or contractors) engineering and field evaluation or verification as appropriate or necessary. The costs for CPS Energy to undertake such additional engineering and field evaluation shall be paid by the Attaching Entity pursuant to Section IV and Section II.I.2.
4. **Installation/Maintenance of Communications Facilities.** All Attaching Entities shall be responsible for the installation and maintenance of their Communications Facilities in accordance with the requirements and specifications of Appendices D through G, Appendix K, and Appendix O. An Attaching Entity shall at its own expense make and maintain its Attachments or Overlashings in a safe and workmanlike manner, and keep in good repair and condition in accordance with all Applicable Engineering Standards. Notwithstanding the foregoing, Attachments or Overlashings which complied with the Applicable Engineering Standards when originally installed may be operated in place until rebuild, repair, relocation, or other such changes provide an opportunity to upgrade to new requirements and standards applicable at the time of the rebuild, repair, relocation or other such change; provided that changes in Applicable Engineering Standards allow for such grandfathering of pre-existing Attachments or Overlashings.
  - a) **Protective Equipment.** The Attaching Entity, its employees and contractors, shall install and utilize adequate protective equipment to ensure the safety of people and facilities. The Attaching Entity shall install, at its own expense, protective devices designed to handle the voltage and current impressed on its Communications Facilities in the event of a contact or proximity with a supply



conductor. CPS Energy shall not be liable for any actual or consequential damages to the Attaching Entity's Communication Facilities or Attaching Entity's customers' facilities resulting from such contact with the supply conductor.

5. **Conflicts within the Standards.** If there exists a difference or conflict in the Applicable Engineering Standards, the following rules will apply: (i) if one Applicable Engineering Standard is more stringent than the other, the more stringent shall apply; (ii) if one of the conflicting specifications, regulations, or practices is not more stringent than the other; the specification, regulation, or practice of the National Electrical Safety Code (NESC) will apply; or (iii) if the conflict cannot be resolved under the first two rules, CPS Energy will determine in good faith which specification, regulation, or practice shall apply, with safety concerns given the highest priority in such determination, subject to the Conflict Resolution procedures outlined in Section I.L.L.1.
6. **Request Waiver.** An Attaching Entity may request a waiver of specific items of the Applicable Engineering Standards by making such request in writing to be included on the Application Form at the time of Application submission. The request must specifically identify the Applicable Engineering Standard requested to be waived, justification for requesting the granting of the waiver, and the proposed solution as a result of the waiver. CPS Energy shall notify the Attaching Entity in writing within seven (7) calendar days of receiving the waiver request. CPS Energy will not grant any request which in the sole opinion of CPS Energy will result in a violation of the NESC or other applicable federal, state, or local law, regulation, or ordinance.
7. **Tagging.** Each Attaching Entity shall Tag all of their Attachments and/or Overlashings as specified in Appendix K and/or applicable federal, state and local regulations in effect at the time of installation.
  - a) **Found Untagged Attachments or Overlashings.** Should CPS Energy discover Attachments and/or Overlashings that are untagged, ~~excluding service drops,~~ CPS Energy shall request and the non-compliant Attaching Entity shall agree to provide a written plan to Tag the Attachments and/or Overlashings consistent with completing the tagging of all untagged Attachments and/or Overlashings ~~within the twelve (12) month period following CPS Energy's written request for a tagging plan. Further, the Attaching Entity shall provide CPS Energy a written report by the 15<sup>th</sup> of each month of the progress made~~



~~to remedy all untagged Attachments and/or Overlashings.~~ Failure to provide proper tagging ~~of new Attachments and/or Overlashings~~ shall be a violation of the Applicable Engineering Standards and may result in a suspension of Application processing and review by CPS Energy until a satisfactory tagging plan and process is committed to by the Attaching Entity.

- b) Investigation of Untagged Attachments and/or Overlashings. In the event any Attachment and/or Overlash is untagged and CPS Energy must determine the owner's identity ~~to~~ in order to address the repair or maintenance of a CPS Energy Facility where CPS Energy cannot undertake such repair or maintenance absent the removal or transfer of such Attachment and/or Overlash; CPS Energy will undertake the following protocol:
  - (i) A thirty (30) minute reasonable effort to determine the owner of the untagged Attachment at no cost to the Attaching Entity; then
  - (ii) Provided the initial thirty (30) minute effort is unsuccessful, CPS Energy shall continue with its search until ownership is determined. CPS Energy shall bill and the non-compliant Attaching Entity shall pay CPS Energy at the Tracing Line Ownership rate set forth at Appendix H for the time required to determine the Attachment's ownership.

8. **Physical Interference with CPS Energy Facilities.** An Attaching Entity shall not allow its Communications Facilities to impede, impair or interfere with the installation, placement, and/or operation of any CPS Energy Facilities. An Attaching Entity whose Communications Facilities, or any part thereof, impede, impair or interfere with any CPS Energy Facilities shall correct such condition within fifteen (15) calendar days from receipt of written notice of such impairment from CPS Energy. Failure to timely correct such condition will result in CPS Energy, at its option, taking all necessary steps to correct said condition at Attaching Entity's expense. CPS Energy will attempt to notify the non-compliant Attaching Entity in writing prior to performing such work whenever practicable.

In situations where CPS Energy determines that an Attaching Entity's impairment or interference condition poses a potential Emergency situation, CPS Energy may perform such work and/or take such action as it deems necessary to eliminate the potential Emergency situation without first giving written notice to the Attaching Entity. As soon as practicable thereafter, CPS Energy will advise the non-compliant Attaching Entity of the work performed or the action taken. The non-



conforming Attaching Entity shall be responsible for all costs incurred by CPS Energy in taking action pursuant to this Section III.A.78.

If an Attaching Entity allows its Communications Facilities to continue to interfere with the operation of any CPS Energy Facilities after the initial fifteen (15) calendar day correction period, the Attaching Entity shall be subject to sanctions, including but not limited to:

- i. Suspension of the processing any further Applications, either submitted or contemplated by the Attaching Entity, pending resolution of such interference; and
- ii. Potential contractual claims.

An Attaching Entity shall not be responsible for interference with future installations by other Attaching Entities, provided that the Attaching Entity's prior Attachments comply with all Applicable Engineering Standards and the requirements of these Standards at the time of the initial installation, unless otherwise required by applicable federal, state, or local laws. Where CPS Energy needs to add to or modify CPS Energy Facilities in a case other than remedying a non-compliant condition caused by an Attaching Entity, and where that action would require the replacement of a Pole, CPS Energy and all affected Attaching Entities shall be responsible for their own cost of ~~adjusting-transferring~~ their Attachments.

Commented [MP10]: Just for consistency's sake

9. **Performance Interference.** To the extent an Attaching Entity identifies any interference with its Communications Services impacting its customers that may or may not be related to CPS Energy Facilities, the Attaching Entity shall not identify CPS Energy to its customers as the source of such interference absent a test report verifying the source and prior notice to CPS Energy of the report's findings. The Attaching Entity shall cooperate with CPS Energy to investigate the source of any such signal interference and shall conduct a test verifying the source of such interference at CPS Energy's request at the Attaching Entity's expense. The test equipment used for verifying the source of interference must be calibrated to the standards provided by the National Institute of Standards and Technology or any similar, mutually agreeable standards organization. In the event such testing provides conclusive evidence that CPS Energy Facilities are the source of such interference, CPS Energy shall reimburse Attaching Entity for the expense of the testing and work with Attaching Party to mitigate the interference.





10. **Enclosures.** Except as to Attaching Entity's facilities located on Attaching Entity's private property and/or easements, no Attaching Entity shall place pedestals, vaults and/or other enclosures ~~on or within four (4) feet of~~ any Pole or other CPS Energy Facilities without CPS Energy's prior written permission. The Attaching Entity shall specifically identify this request in its Application for Permit submittal. If permission is granted by CPS Energy, all such installations shall be in compliance with the specifications and drawings provided in Appendix D and Appendix E or other Applicable Engineering Standards. An Attaching Entity may retain any pedestals, vaults and/or other enclosures located within four (4) feet of any Pole or other CPS Energy Facilities that are in place on the effective date of these Standards, provided the Attaching Entity complies with any and all directives issued by CPS Energy before the effective date of these Standards regarding such enclosures.

**Commented [MP11]:** AT&T is willing to work closely with CPS Energy to come up with some planning and coordination of the placement of both the poles and the buried plant for the benefit of all parties using the public ROW.

11. **Vegetation Management.** All Attaching Entities shall be responsible for performing, or causing the performance of, all tree trimming and other vegetation management necessary for the safe and reliable installation, use, and maintenance of their Attachments and/or Overlashings, and to avoid stress on Poles caused by contact between tree limbs and the Attaching Entities' Attachments and/or Overlashings.

All tree trimming shall be performed in accordance with ~~CPS Energy tree trimming policies set out~~ industry standards, such as those set out in Appendix O, ~~as may be amended from time to time.~~ Attaching Entities shall use qualified tree trimming contractors, ~~approved by CPS Energy~~ who shall adhere to all industry tree trimming standards and requirements ~~of CPS Energy. Failure of the tree trimming contractor to adhere to and comply with such CPS Energy standards and requirements may result in CPS Energy retracting its approval of the tree trimming contractor to perform further work of any kind on CPS Energy Facilities.~~ An Attaching Entity may be required to remedy any and all work, conducted by its tree trimming contractor that fails to comply with the industry tree trimming standards and requirements ~~of CPS Energy~~. CPS Energy reserves the right to halt all work by any such tree trimming contractor that CPS Energy in its discretion deems to be unsafe or performs work contrary to ~~CPS Energy~~ industry standards and requirements.

**Commented [MP12]:** Not sure if these standards align with AT&T standards for tree trimming, easier to just reference industry standards

**Commented [MP13]:** The aerial cable that the Attaching Entity would be responsible for trimming around belongs to the Attaching Entity. Also, the span may be between an AT&T-owned pole and a CPS pole, which further complicates enforcing such a policy; accordingly industry standards, subject to local requirements, should be used.



12. **Removal of Attaching Entity's Communications Facilities.**

- a) **Abandoned Facilities.** An Attaching Entity shall report; through the annual registration process described in Section II.F and remove at the Attaching Entity's expense; all abandoned, non-functional, and obsolete Attaching Entity's Attachments and/or other Communications Facilities on CPS Energy Poles which the Attaching Entity (1) no longer utilizes for providing Communications Services, **excluding service drops that are still functional;** (2) has abandoned or plans to abandon during the next reporting period; or (3) has replaced with operating capacity of alternative facilities, **excluding Overlashed cables.** Except as otherwise provided, the Attaching Entity shall remove these Attachments coincident with their replacement, and in all cases within one (1) year of the Attachments meeting any of the above conditions, unless the Attaching Entity receives written notice from CPS Energy that removal is necessary to accommodate CPS Energy's use of the affected Poles, pursuant to a reservation of Capacity, in which case the Attaching Entity shall remove such Attachments within sixty (60) calendar days of CPS Energy issuing such written notice. **Where an Attaching Entity has Overlashed such Attachments, the Overlashed Attachments may remain in place until CPS Energy notifies the Attaching Entity that removal is necessary to accommodate CPS Energy's use of the affected Poles.** The Attaching Entity shall give CPS Energy notice of any such Overlashed Attachments as provided in Section II.F.
- b) **Removal on Expiration/Termination.** Subject to the expiration or other termination of an Attaching Entity's Pole Attachment Agreement or any individual Permits, unless renewed, the Attaching Entity shall submit for approval by CPS Energy a written plan which describes the commitment, schedule and process for the removal of its Attachments from the affected Poles. Such removal will be at the Attaching Entity's sole expense. CPS Energy shall review such plan and either approve or request additional details within fifteen (15) calendar days of receipt of the plan. Following approval of the plan by CPS Energy, the Attaching Entity shall make judicious progress toward fulfilling the removal commitments made by the Attaching Entity in the plan. If the Attaching Entity fails to remove such Attachments within the timeframe contemplated by the plan, CPS Energy shall have the right to have such Attachments removed at the Attaching Entity's expense without liability to CPS Energy.

**Commented [MP14]:** Assuming this is with respect to Reserved Capacity only, correct?



## B. Pole Modifications and /or Replacements

1. **Restrictions on Certain Poles.** CPS Energy may deny a Permit for access to a Pole in flood zones, river crossings or other such locations if the proposed new Attachment cannot be accommodated without creating a potential to disrupt or impair CPS Energy Facilities or endanger the safety of people or facilities. In such instances, CPS Energy, in its sole discretion or solution, may erect a taller/larger Pole to accommodate an Attaching Entity's Attachment if the costs of such replacement Pole or solution is approved by the Attaching Entity and paid by such Attaching Entity in advance. Further, CPS Energy may require the removal or modification of an existing Attachment, at the Attaching Entity's expense, if it reasonably determines that such Attachment has insufficient clearance, or may create a potential to disrupt or impair CPS Energy Facilities or endanger the general safety of people or facilities.
  - a) **Steel Poles.** CPS Energy has determined that Poles constructed of steel are unsafe for climbing, and for that reason, prohibits CPS Energy employees and its contractors; as well as Attaching Entity's employees and contractors from climbing such steel Poles for any reason. Therefore, CPS Energy will reject or deny any request to access or to attach to such steel Poles unless the requesting Attaching Entity demonstrates that such steel Poles may be ~~assessed~~ accessed safely through some means other than climbing.
  - b) **Street Light Poles.** CPS Energy will consider any requests by an Attaching Entity to access and attach to distribution Poles with street lights on them subject to these Standards. Any proposed request to attach to CPS Energy metal streetlight Poles without CPS Energy's distribution on them are outside of the scope of these Standards and are therefore not permitted.
  - c) **Transmission Right-of-Way.** CPS Energy will only allow third-party communications Attachments in a CPS Energy transmission right-of-way where there is existing distribution underbuild. Any proposed third-party communications Attachments requested on CPS Energy transmission poles, towers, or structures, without distribution underbuild are considered outside of the scope of these Standards and the Pole Attachment Agreement and must be subject to a separately negotiated agreement.



- d) **Foreign Poles.** Many of the poles to which CPS Energy’s electrical lines are attached are not owned by CPS Energy. Therefore, CPS Energy cannot give permission to attach to these poles. The Attaching Entity is solely responsible for obtaining permission from the respective pole owner to install Attachments on these non-CPS Energy owned poles.
2. **CPS Energy Not Required to Relocate.** Except as provided by the Make-Ready Work process outlined in Section IV.B.5 and Section IV.D.5, no provision of these Standards require CPS Energy to relocate, modify, or replace any CPS Energy Facility or Pole for the benefit of any Attaching Entity; provided, however, that any denial by CPS Energy for modification of the Pole is applied in a nondiscriminatory manner to all Attaching Entities.
3. **Guying.** All guying, including the installation of independent anchors for each Attachment requiring guying to accommodate an Attaching Entity’s Attachments shall be provided by and at the expense of the Attaching Entity to the satisfaction of CPS Energy as specified in the Applicable Engineering Standards.
4. **Aesthetics.** From time-to-time, CPS Energy undertakes aesthetic projects as required by ordinance or directive of the City or other governmental entities that direct CPS Energy to underground its facilities which will result in the removal of Poles by CPS Energy upon completion of the aesthetic project.
- a) For any project that CPS Energy undertakes for aesthetic reasons as set forth in this Section III.B.4 herein, ~~CPS Energy will provide the affected Attaching Entities the estimated design and construction schedule applicable to each specific aesthetic project within forty-five (45) calendar days of the date CPS Energy expects to receive formal authorization or directive to begin work.~~
- b) The affected Attaching Entities may make arrangements with CPS Energy that would result in the Attaching Entities placing their Attachments underground during the timeframe that CPS Energy has allowed for the relevant trenching to occur. If ~~the-any~~ affected Attaching Entity~~ies~~ declines to do so, CPS Energy shall provide ~~itthem~~ written notice forty-five (45) calendar days in advance of the date upon which ~~it-CPS Energy~~ will remove the Poles affected by the relevant aesthetic project. CPS Energy shall ~~remove~~ the Attachments of the affected Attaching Entities that remain on the Poles on the expiration of that 45th day and shall charge them their respective portion of the actual costs CPS Energy incurred in removing those

**Commented [MP15]:** Is there a specific reason that CPS wouldn't ensure that the Attaching Entities affected wouldn't be pulled into the planning meetings as soon as possible?

**Commented [MP16]:** Cannot agree to a term that has a significant potential to disrupt telecommunications, primarily 911, service for citizens.



Attachments. CPS Energy shall bear no responsibility to any Attaching Entity in any manner for the removal of Attachments from the Poles. The affected Attaching Entities shall comply with the terms of Section III.B.5 for any underground project CPS Energy does not undertake for aesthetic reasons.

5. **Underground Relocation.** All Attaching Entities shall comply with the terms of Section III.B.4 herein for any relocation project that CPS Energy undertakes for aesthetic reasons. This Section III.B.5 applies to any underground relocation that CPS Energy undertakes that is not an aesthetic project. If CPS Energy decides to move its aerial electric distribution system underground, all affected Attaching Entities shall (1) relocate their Attachments within sixty (60) calendar days of issuance of written notice from CPS Energy or such other period of time on which the parties agree; or (2) find other means to accommodate their Attachments. Under these circumstances, CPS Energy will accommodate the applicable Attaching Entities in the design and construction of underground facilities, contingent upon the Attaching Entity entering into a joint-trench agreement with CPS Energy. If the any affected Attaching Entity~~ies~~ fails to (1) relocate their-its Attachment(s) within sixty (60) calendar days of issuance of written notice from CPS Energy or such other period of time on which the parties agreed; or (2) find other means to accommodate their Attachments; CPS Energy shall have the right to remove such Attachment(s) at the Attaching Entity's ~~(owner)~~ expense without liability to CPS Energy. Notwithstanding the foregoing, CPS Energy shall negotiate in good faith to provide conduit occupancy rights to the affected Attaching Entities if CPS Energy moves its aerial system underground.

**Commented [MP17]:** This implies that the total timeframe from notification to actual completion is 60 days. However, the following section mentions that CPS Energy will notify at least 60 days in advance, unless circumstances dictate earlier. Should involve all affected entities as soon as feasible.

6. **Abandonment or Removal of CPS Energy Facilities.**

- a) **Notice.** If CPS Energy decides at any time to abandon, remove or underground any CPS Energy Facilities or Poles on which one or more Attaching Entities have Attachments, CPS Energy shall give the affected Attaching Entities notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such CPS Energy Facilities or Poles. Notice may be limited to thirty (30) calendar days if CPS Energy is required to remove or abandon its facilities as the result of the action of a third-party and the greater notice period is not practical. Such notice shall indicate whether CPS Energy is offering the Poles for sale. If,

**Commented [MP18]:** Same concern regarding 911 service



following the expiration of the applicable notice period, the affected Attaching Entities have not yet removed and/or transferred all their Attachments therefrom, and no single Attaching Entity entered into an agreement to purchase the abandoned CPS Energy Poles pursuant to Section III.B.6.b below, CPS Energy shall have the right to have the Attachments of the affected Attaching Entities removed and/or transferred from the Pole at the respective Attaching Entity's (owner) expense. CPS Energy shall give the Attaching Entity five (5) calendar days prior written notice of any such removal or transfer of Attaching Entity's Attachments.

Commented [MP19]: 911 concern

- b) Option to Purchase Abandoned Poles. Should CPS Energy decide to abandon a Pole; CPS Energy, in its sole discretion, may grant an interested Attaching Entity the option of purchasing such Pole at a rate negotiated with CPS Energy. The interested Attaching Entity must notify CPS Energy in writing within twenty-one (21) calendar days of the date of CPS Energy's notice of abandonment that the Attaching Entity desires to purchase the abandoned Pole. Thereafter, within forty-five (45) calendar days, the Attaching Entity must also secure and deliver proof of all necessary governmental approvals and easements allowing the Attaching Entity to independently own and access the Pole within the forty-five (45) calendar days. Should the Attaching Entity fail to secure the necessary governmental approvals, or should CPS Energy and the Attaching Entity fail to enter into an agreement prior to the end of the forty-five (45) calendar day period, the Attaching Entity must remove its Attachments as required under Section III.B.6.a. CPS Energy is under no obligation to sell any Attaching Entity Poles that it intends to remove or abandon.

7. Allocation of Costs. The costs for any rearrangement or transfer of an Attaching Entity's Attachments or the replacement of a Pole, including any related costs for tree-cutting or trimming required to clear the new location of CPS Energy's cables or wires, shall be allocated to CPS Energy and/or the affected Attaching Entities on the following basis:

- a) If CPS Energy intends to modify or replace a Pole solely for its own electric business requirements and not for aesthetic purposes under Section III.B.4, CPS Energy shall be responsible for the costs related to the modification or replacement of the Pole, ~~as well as the~~ ~~Any affected Attaching Entities shall be responsible~~ costs associated with for the rearrangement or transfer of their

Commented [MP20]: Cost causer should pay in all situations



~~Attaching Entities' Attachments at their expense.~~ Prior to making any such modification or replacement, CPS Energy shall provide the affected Attaching Entities written notice of at least fifteen (15) calendar days of its intent to allow the Attaching Entities a reasonable opportunity to elect to modify or add to their existing Attachments. Should the Attaching Entities so elect, they must seek CPS Energy's written permission. The notification requirement of this Section III.B.7.a shall not apply to Emergency situations.

- b) If the Attaching Entities elect to add to or modify their Attachments, they shall bear their respective allocation of total incremental costs incurred by CPS Energy in making the space on the Poles accessible to each Attaching Entity. In no event will any Attaching Entity be treated in a discriminatory manner.

### C. Overlashing

The following provisions will apply to Overlashing:

1. ~~Application-Notification Required.~~ Except as set forth in Section III.C.1.a and Section III.C.1.b below, all Attaching Entities shall submit ~~an Application notification~~ for each Overlash project ~~within ten (10) calendar days of its completion.~~ provided the installation can be accomplished consistent with Section II.H.3. Each ~~Application-notification~~ shall identify:

- The Attachments and Poles subject to Overlashing;
- Nature and weight of the existing Communications Facilities subject to Overlash;
- Nature and weight of the added Communications Facilities;
- Owner of the Communication Facilities;
- Total weight of the Communications Facilities after the Overlash;
- Contractor doing the work; and
- Engineering design documents for the work.

Such design documents for Overlashing must comply with all Applicable Engineering Standards. An Application to Overlashing shall be deemed incomplete if it does not include the ~~signatured certification of an professional e~~Engineer provided therein. ~~CPS Energy does not require an Application Fee for Overlashing of an existing Permitted Attachment.~~

**Commented [MP21]:** The FCC explicitly allows overlashing without the application process. AT&T follows this rule, but does require notice after the fact and emphasizes that the Attaching Entity accepts all liability with respect to the effects of the overlashing.



~~The Attaching Entity shall reimburse CPS Energy for all actual costs incurred to review and process the Overlashing Application to completion, including Post-Construction Inspection as identified in the Pole Attachment Processes described in Section IV.~~

- a) Notwithstanding the foregoing, an Attaching Entity may Overlash its own Attachments where the facilities comprising the Overlashing and Attachment do not exceed three and one-half (3.5) inches in diameter and such Overlashing fully complies with the Applicable Engineering Standards. In such cases, the Attaching Entity shall provide CPS Energy with ~~ten (10) calendar days' prior~~ written notice of the Overlashing and its compliance with the requirements set forth in this Section III.C.1.a.
  - b) ~~Service Restoration. An Attaching Entity shall be permitted to Overlash its own Attachments without prior written notice or submitting an Application to CPS Energy in the event such Overlashing is necessary to restore service temporarily to the Attaching Entity's customers and is in compliance with the Applicable Engineering Standards. In such cases, the Attaching Entity shall provide CPS Energy with written notice of the Overlashing with ten (10) calendar days of its completion.~~
2. **Overlashing Third-Party Facilities.** An Attaching Entity is prohibited from Overlashing Communications Facilities of a third-party, including an Affiliate of the Attaching Entity, unless both the Attaching Entity and third-party have registered and executed a Pole Attachment Agreement with CPS Energy pursuant to Section II.B and Section II.C respectively. ~~CPS Energy shall not grant a Permit authorizing the Such~~ Overlashing of a third-party's Communications Facilities ~~is not authorized~~ unless the Attaching Entity that owns the Attachment(s) subject to Overlash has provided CPS Energy its consent in writing to such Overlashing.
  3. **Make-Ready Work.** An Attaching Entity or an Overlashing third-party shall be responsible for all Make-Ready Work and other charges associated with accommodating the Overlashing of Communications Facilities, as set forth at Section IV.
  4. **Annual Connection Fee.** An Attaching Entity or an Overlashing third-party shall not be required to pay a separate Annual Attachment Connection Fee for such Overlashed Communications Facilities provided that the an Annual Attachment





Connection Fee is already being billed for the original Attachment that was Overlashed.

#### D. Inspection and Inventory of Attaching Entity's Facilities

1. **Inspections.** At its discretion and in addition to any inspections undertaken during Make-Ready Work and Post-Construction Inspections, CPS Energy may engage in two other specific types of inspections or Inventory of Attachments to CPS Energy Poles. These include: 1) ~~a~~ routine visual inspections of Attachments that CPS Energy employees may conduct at any time (Section III.D.2); and 2) a formal Inventory that CPS Energy may conduct no more frequently than once every five (5) years, in which CPS Energy shall undertake with its own personnel or with outside contractors, subject to a formal competitive bidding basis, the cost of which shall be borne by all Attaching Entities on a pro-rata basis (Section III.D.3). Regardless of inspection or Inventory method:
  - a) If any inspection reveals that any Attaching Entity's Attachment(s) are not in compliance with the Applicable Engineering Standards in effect at the time the Application was approved, CPS Energy shall provide written notice, and the Attaching Entity shall make all corrections and may be required to pay a Safety Violation Assessment as described in Appendix H.
  - b) If it is found that an Attaching Entity has made an Attachment without a Permit, the Attaching Entity shall pay an Unauthorized Attachment Fee as specified in Appendix H, in addition to applicable Attachment Connection Fees, ~~Application Fees~~, and Make-Ready Charges, if any.
  - c) Notwithstanding any other provisions contained in these Standards, including this Section III.D, no revisions to the Applicable Engineering Standards shall be retroactive to existing Attachments, unless required by city, county, state, or federal law.
  - d) Subject to Section III.D.1.c), any Attachment shall otherwise comply with the most current Applicable Engineering Standards that CPS Energy may revise from time to time, unless the Attachment was installed in accordance with the Applicable Engineering Standards in effect at the time of installation.
2. **Routine Visual Inspections and/or Inventory.** Any CPS Energy employee may conduct a routine inspection and/or inventory. In practice, these routine inspections



and/or Inventory may be undertaken and completed as part of the daily work assignment of a CPS Energy employee. The cost of this work is included in the determination of the annual Attachment Connection Fee, as described in Appendix H.

3. **Formal Inventory Performed By CPS Energy or Third-Party Contractor Subject To Competitive Bid.** CPS Energy may contract with a third-party contractor to conduct the formal Inventory of either all or designated Poles within the CPS Energy service area. The cost of this formal Inventory shall not be included in the calculation of the Attachment Connection Fee, as described in Appendix H. All Attaching Entities shall cooperate and participate in the Inventory and share the cost on a pro-rata basis with all other Attaching Entities based on the number of found Attachments belonging to each Attaching Entity. In undertaking this formal Inventory:

- a) CPS Energy shall have sole responsibility for the management, review, and approval of the Inventory.
- b) CPS Energy shall routinely communicate in writing, via electronic mail, with all Attaching Entities as to the progress and on-going results of the Inventory and each Attaching Entity shall be expected to cooperate fully with CPS Energy and/or the third-party contractor conducting the Inventory by assigning a single point of contact to receive the written communications and to answer any questions either CPS Energy or the third-party contractor may have concerning the Attaching Entity's Communication Facilities. If deemed necessary, CPS Energy may from time-to-time call for a face-to-face meeting with all Attaching Entities and the third-party contractor to discuss the progress of the Inventory.
- c) At the conclusion of the Inventory, CPS Energy shall provide a written report to each Attaching Entity containing a draft of the final Inventory count for the Attaching Entity and other documentation necessary to substantiate the third-party contractor's Inventory findings and counts. Notwithstanding the challenge provisions of Section III.D.3.d below, if the Attaching Entity does not provide a written challenge to the draft Inventory count or results within five (5) calendar days of the issuance of CPS Energy's draft Inventory count, the Inventory count will be deemed correct and final.

**Commented [MP22]:** It's important to note that as long as AT&T owns poles with CPS Energy attachments, there can be no mutually accepted results without mutual planning.

**Commented [MP23]:** Should be discussed



- d) Should an Attaching Entity wish to challenge the results of the draft Inventory report, the Attaching Entity shall, within five (5) calendar days of CPS Energy issuing the draft Inventory report discussed in Section III.D.3.c above, provide CPS Energy written notice of the Attaching Entity's intent to challenge the results. In this notice, the Attaching Entity shall provide to CPS Energy all relevant documentation to substantiate its challenge for review and consideration by CPS Energy. All costs related to this challenge, including both CPS Energy's and third-party contractor's labor and other expenses required to respond to and resolve the challenge shall be borne by the Attaching Entity challenging the Inventory results. Should multiple Attaching Entities provide notice of their intent to challenge the results, CPS Energy will pro-rate the cost and expenses required to respond to the challenge as described in this Section III.D.3.d to the Attaching Entities participating in the challenge. CPS Energy will meet with the Attaching Entity(s) requesting the challenge within seven (7) calendar days of receiving the written notice of challenge to discuss the challenge and attempt to reach agreement and settlement on the Attaching Entity's Attachment count. CPS Energy will issue its final decision in writing as to the resolution of the challenge within fifteen (15) days following the settlement meeting.
- e) Following the issuance of CPS Energy's final Inventory report, CPS Energy shall true-up each Attaching Entity's count to the number of Attachments identified in the final Inventory report including any Unauthorized Attachments as described in Section III.E. Unauthorized Attachments reported shall incur an Unauthorized Attachment Charge, as provided in Appendix H. CPS Energy shall invoice the applicable Attaching Entity for the Unauthorized Attachments and payment shall be due within forty-five (45) calendar days of CPS Energy's issuance of the invoice. Failure of the Attaching Entity to pay the outstanding invoice timely and in full will result in the suspension of any current pending Applications and the immediate rejection of any future Applications until such payment is received in full.
4. **No Liability.** The making of any inspections or Inventory under this Section III.E.D, or the failure to do so, shall not operate to impose upon CPS Energy any liability of any kind whatsoever or relieve an Attaching Entity of any responsibility, obligations or liability, whether assumed or otherwise existing.

Commented [MP24]: Doesn't seem reasonable

Commented [MP25]: It would seem reasonable that, if results were challenged and errors identified, CPS Energy and/or the third-party contractor would be responsible for the costs, not the Attaching Entity.



Commented [MP26]:

5. **Attaching Entity Conducted Inventory.** Nothing in these Standards prevents an Attaching Entity from performing its own Inventory. The undertaking and cost of such Inventory shall be the sole risk and responsibility of the Attaching Entity undertaking the Inventory.

Commented [MP27]: Unless CPS is implying that it will consider the results of such an inventory, stating this is meaningless.

## E. Unauthorized Occupancy or Access

1. **Unauthorized Attachments.** If, after the establishment of the Inventory baseline set forth in Section III.D.3, any Attachments belonging to an Attaching Entity ~~that~~ (1) are found to occupy a Pole for which CPS Energy had not previously issued a Permit to the Attaching Entity, or (2) are being utilized to provide services that are not Communications Services; CPS Energy, without prejudice to its other rights or remedies, will send the Attaching Entity a written notice of the Unauthorized Attachments. Within forty-five (45) calendar days ~~upon~~ after receipt of this Unauthorized Attachment notice, the Attaching Entity must submit an Application for a Permit, ~~the correct Application Fee,~~ and the Unauthorized Attachment Charge (described below) to CPS Energy. Should the Attaching Entity fail to submit the Application for Permit, ~~correct Application Fee,~~ and the Unauthorized Attachment Charge within the forty-five (45) calendar days, the Attaching Entity must remove its Unauthorized Attachment within the subsequent forty-five (45) calendar days. If the Attaching Entity does not remove the Unauthorized Attachments, CPS Energy may remove them without liability, and the Attaching Entity shall promptly reimburse CPS Energy for the expense of such removal in all cases, no later than forty-five (45) calendar days following CPS Energy's issuance of invoice.
2. **Unauthorized Attachment Charge.** Pursuant to Section III.E.1 above, CPS Energy, without prejudice to its other rights or remedies, may assess an Unauthorized Attachment Charge as specified in Appendix H, for each Attachment for which no Permit has been issued by CPS Energy. The Unauthorized Attachment Charge is due and payable irrespective of whether a Permit is subsequently issued to the Attaching Entity for the Unauthorized Attachment.
3. **No Ratification of Unauthorized Use.** No act or failure to act by CPS Energy with regard to an Attaching Entity's said unauthorized (unlicensed) use shall be deemed as ratification of the unauthorized (unlicensed) use, and if any Permit should be subsequently issued, such Permit shall not operate retroactively or constitute a waiver by CPS Energy of any of its rights or privileges and that the

Commented [MP28]: 911 service concerns



non-compliant Attaching Entity shall remain subject to all liabilities, obligations and responsibilities under these Standards in regards to said unauthorized (unlicensed) use from its inception.

4. **Excessive Unauthorized Attachments.**

- a) If an Attaching Entity is determined by CPS Energy pursuant to an Inventory described in Section III.D or by other means to have Unauthorized Attachments accounting for the greater of: (1) more than two percent (2%) of its total Attachments, or (2) thirty (30) or more Unauthorized Attachments during any calendar year; the Attaching Entity shall be in breach of its Pole Attachment Agreement and CPS Energy will have the right to terminate the Agreement and require removal of all of the Attaching Entity's Communications Facilities.
- a) For those entities found with Unauthorized Attachments who do not have a valid Pole Attachment Agreement or who are otherwise not authorized to attach to CPS Energy Poles, CPS Energy reserves all of its rights under applicable law and equity to remedy the trespass.

**Commented [MP29]:** It seems there should be a remedy available for any breach prior to termination.

F. **Operational Duties & Responsibilities**

- 1. **Duty to Inspect.** While recognizing its duty to maintain and update its electric distribution system in order to provide safe and reliable electric service, CPS Energy does not warrant that its Poles are free of defects or non-compliant Attachments. By submitting an Application, an Attaching Entity acknowledges that it has an obligation to inspect CPS Energy's Poles, and/or premises surrounding the Poles prior to commencing any work on CPS Energy's Poles or entering the premises surrounding the Poles. **ANY CPS ENERGY FACILITIES WHICH MAY BE IDENTIFIED AS UNSAFE SHALL BE REPORTED TO CPS ENERGY AS SOON AS PRACTICAL AFTER THEY ARE IDENTIFIED, FOR FURTHER HANDLING BEFORE THE ATTACHING ENTITY UNDERTAKES ANY WORK AT THAT LOCATION.**
- 2. **Knowledge of Work Conditions.** In all situations, it is the continuing responsibility of an Attaching Entity to acquaint itself, its employees, agents, contractors, and/or subcontractors with these Standards including all Applicable Engineering Standards relating to the work for which a Permit may be sought by



the Attaching Entity. Failure to become familiar with these Standards and with the facilities, difficulties, and/or restrictions attending the execution of such work may result in the denial of Permits, delay in construction, assessment of penalties, and **removal** of non-conforming Attachments, among other remedies that CPS Energy may impose for violations of these Standards.

Commented [MP30]: 911 concern

3. **Duty of Competent Supervision and Performance.** All Attaching Entities are on notice that in the performance of work under these Standards, an Attaching Entity and its employees, agents, servants, contractors and/or subcontractors **will work near electrically energized lines, transformers, or other CPS Energy Facilities.** and it is the intention that energy therein will not be interrupted at any time, except in an Emergency endangering life, personal injury, or property. All Attaching Entities shall ensure that their employees, agents, servants, contractors and/or subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of CPS Energy, and the general public from harm or injury while performing work permitted pursuant to these Standards. In addition, all Attaching Entities shall furnish their employees, agents, servants, contractors and/or subcontractors competent supervision; as well as ensure these employees, agents, servants, contractors and/or subcontractors have sufficient and adequate tools, equipment, and training for the required work to be performed in a safe manner.

In the event of an Emergency in which it may be necessary for CPS Energy to de-energize any part of CPS Energy Facilities, the Attaching Entity shall ensure that work is suspended until such CPS Energy Facilities have been de-energized **and** grounded and that no such work is conducted unless and until such CPS Energy Facilities have been made safe.

- a) CPS Energy Poles may be treated with chemical wood preservatives. CPS Energy attempts to identify and mark Poles that should not be climbed. In all situations, it the responsibility of any person having a valid reason to climb CPS Energy Poles in performance of their job to first satisfy themselves as to the structural integrity of Poles prior to climbing or doing other work on the Pole.
4. **Requests to De-energize.** An Attaching Entity may request that CPS Energy de-energize and render safe any CPS Energy Facility for its benefit and convenience. Such request shall be made in writing and received by CPS Energy at least three



(3) calendar days in advance of the date the work is planned. The Attaching Entity shall reimburse CPS Energy in full for all costs and expenses incurred, in accordance with Section II.K, to comply with such request. Before any CPS Energy Facilities are de-energized with the exception of actions taken pursuant to an Emergency; CPS Energy shall provide upon request an estimate of all costs and expenses to be incurred in accommodating the Attaching Entity's request.

Commented [MP31]: Is this reference correct?

5. **Interruption of Service.** In the event that an Attaching Entity causes an interruption of service by damaging or interfering with any CPS Energy Facilities, the Attaching Entity at its expense shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify CPS Energy immediately of these activities.
6. **Duty to Inform.** **THE WORK CONTEMPLATED UNDER THESE STANDARDS INVOLVES IMMINENT DANGERS INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION.** The Attaching Entity acknowledges such dangers and accepts as its duty and sole responsibility to notify, inform, and keep informed its employees, agents, servants, contractors and/or subcontractors of such dangers and shall not be passed or assigned to any third-party.
7. **Duty to Protect Data.** An Attaching Entity has an obligation and duty under Section §418.181 Texas Government Code (Confidentiality of Certain Information Relating to Critical Infrastructure) to protect and hold confidential CPS Energy data relating to CPS Energy Facilities and not disclose such data to any third-party without CPS Energy's written consent.



## IV. SPECIFICATIONS FOR WIRE ATTACHMENTS

### A. Pole Attachment Application Process

CPS Energy offers Attaching Entities the **option** of four Application processes for non-discriminatory access to CPS Poles for wire Attachments as shown in the Figure A and listed below. Additional information and downloaded Application forms are also available at [www.cpsenergy.com/poleattachments](http://www.cpsenergy.com/poleattachments).

**Commented [MP32]:** I interpret this to mean that an entity can choose from among the options for which it qualifies.

**Standard Process.** Described in detail in Section IV.B

**Standard Process – Small Entity.** Described in detail in Section IV.C

**Mass Deployment – High Volume Process.** Described in detail in Section IV.D

**Mass Deployment – Medium Volume Process.** Described in detail in Section IV.E

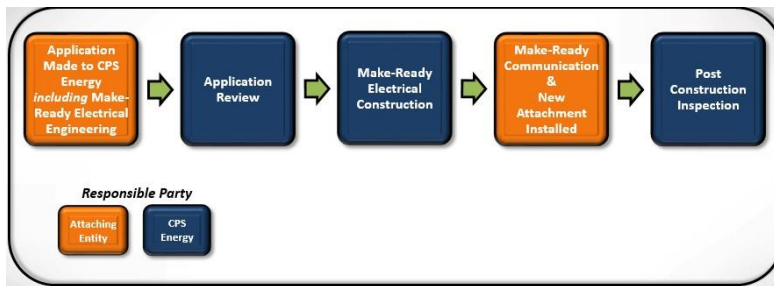
Process Step	Standard Process	Standard Process Small Entity	Mass Deployment Medium Volume	Mass Deployment High Volume
Process Criteria	> 300 Total Attachments Installed	≤ 300 Total Attachments Installed	100 - 800 Proposed Attaching/Overlapping Poles per month	> 800 Proposed Attaching/Overlapping Poles per month
Make-Ready Electrical Engineering (MREE)	Attacher	CPSE	Attacher	Attacher
Make-Ready Electrical Construction (MREC)	CPSE	CPSE	Attacher or CPSE (Option)	Attacher
Make-Ready Communication Construction (MRCC): 1-Touch Transfer-Simple	Attacher	Attacher	Attacher	Attacher
MRCC: Complex-Transfer	Attacher/Owner	Attacher/Owner	Attacher/Owner	Attacher/Owner
Post-Construction Inspections	CPSE	CPSE	CPSE	CPSE
Control over Contractors	Attacher & CPSE	Attacher & CPSE	Attacher & CPSE	Attacher
Application Review Period	21 Days	45 Days	21 Days	21 Days

Figure A: CPS Energy Pole Attachment Processes



## B. Standard Process

The Standard Process for wire Attachments to CPS Energy Poles is illustrated in the Figure B below.



**Figure B: Standard Process for Wire Attachments**

1. **Eligibility.** All Attaching Entities with a valid Pole Attachment Agreement are eligible for the Standard Process.
2. **Application for Permit Required.** An Attaching Entity shall not install any Attachment or Overlashing on any CPS Energy Pole without first submitting an Application and obtaining a Permit pursuant to the procedures set forth below.
  - a) **Application Form.** All Attaching Entities shall use the Application for Pole Attachment Form (provided in Appendix B and available for download at [www.cpsenergy.com/poleattachments](http://www.cpsenergy.com/poleattachments)), which may be amended from time to time, provided that any such amendments are consistent with Applicable Engineering Standards and are applied to all similar types of Attachments on a non-discriminatory basis. CPS Energy's acceptance of the submitted design documents required as part of a complete Application Form (Section IV.B.2.e) does not relieve the Attaching Entity of full responsibility for any errors and/or omissions in the engineering analysis and compliance with all Applicable Engineering Standards.
  - b) **Service Drops.** The submission of an Application is not required to install a Service Drop on a Pole on which the Attaching Entity already has an authorized Attachment, provided that the Attaching Entity provides ~~prior~~



notice of such ~~Attachment-Service Drop~~ pursuant to Section II.F.1 and the ~~Attachment-Service Drop~~ is installed within the previously authorized space. Service Drops on Poles for which the Attaching Entity does not have an authorized Attachment may be authorized by CPS Energy on a monthly basis, provided the Attaching Entity submits a corresponding Application for Permit within thirty (30) calendar days of the Service Drop installation.

- c) Pole Ownership. Unless CPS Energy records and/or Poles indicate otherwise, CPS Energy shall be presumed to be the owner of all Poles subject to Attachment. The Attaching Entity is responsible for field verifying Pole ownership and notifying CPS Energy of any discrepancies between CPS Energy's maps/records and the actual Poles in the field.
- d) Compliance with Standards. Attaching Entity shall comply with the Texas Engineering Act at Section 1001.001, et seq., of the Texas Occupations Code to the extent it is applicable to the work described herein, and with the most current version of the National Electrical Safety Code (NESC), including any and all revisions to both, and all other Applicable Engineering Standards. The Attaching Entity shall certify its compliance with the above on each Application it submits to CPS Energy for processing. The certification statement shall be signed by an employee or agent of the Attaching Entity who has the final authority or responsibility to approve the engineering designs, plans, or specifications of the Attachments subject to the Application. CPS Energy will not process an Application that fails to provide the signed certification statement included therein. The Attaching Entity shall provide documentation establishing that the Attaching Entity's Application complies with all applicable Pole Loading Analysis (PLA) requirements specified by the NESC and the Applicable Engineering Standards.
  - (i) Pole Load Analysis (PLA). An Attaching Entity, in connection with an Application, must comply with the PLA methodology described herein. Acceptable software for use of PLA shall be a commercially available product with general industry acceptance. Should the Attaching Entity utilize a software application that CPS Energy does not possess; the Attaching Entity shall make available to CPS Energy at least one software license for CPS Energy use at the Attaching Entity's expense. The Attaching Entity will gather the pole and attachment information

**Commented [MP33]:** The inventory will probably not be completed by the time these standards are published. So records may not be accurate. Also, it would probably be worth outlining the prevailing method to determine pole ownership.



required to conduct a PLA on Poles that meet the criteria for PLA as described in Appendix G, with assistance as required from CPS Energy.

- e) **Submission of Application.** An Attaching Entity shall submit an Application for a Pole Attachment Permit in a manner as prescribed by CPS Energy. The Application at a minimum shall include:
- (i) The Pre-Construction Survey;
  - (ii) A detailed description and design documents, prepared or reviewed by an Engineer which includes the Attaching Entity's estimated cost of proposed Make-Ready Work for each Attachment;
  - (iii) An installation plan;
  - (iv) PLA worksheets and results, as required by Appendix G;
  - (iv) Relevant pole data; and
  - (v) A description and explanation of why the Attaching Entity is requesting any planned variance from the Applicable Engineering Standards.

Such Application shall be prepared by, or under the authority of, the Attaching Entity. The "detailed description and design documents" referenced in this Section IV.B.2.e will be undertaken and completed in design tools to be determined by CPS Energy. All actions pursuant to this Section IV.B.2.e shall be at the Attaching Entity's cost and risk.

**Commented [MP34]:** We use our internal enhanced version of AutoCAD. .

CPS Energy shall invoice the Attaching Entity the appropriate Application Fee pursuant to Section II.I.2 and Appendix H.

3. **CPS Energy Review of Application.** CPS Energy will respond to each completed Application and Make-Ready Engineering design documents submitted by the Attaching Entity within twenty-one (21) calendar days of receipt. ~~For Applications with Overlapping only, CPS Energy will strive to respond within fifteen (15) calendar days of receipt of a complete Application.~~ Any Application that does not conform to the requirements provided in Section IV.B.2.e and the Applicable Engineering Standards will be deemed incomplete and immediately rejected by CPS Energy. If an Application is rejected as incomplete, the Attaching Entity will be provided with a detailed description of changes, modifications, or revisions to the Application necessary for CPS Energy's review and approval within ten (10) calendar days of receipt of the Application.



In the event CPS Energy does not finalize its review of a completed Application within twenty-one (21) calendar days, CPS Energy may impose a one-time, additional seven (7) calendar day extension period in which to complete its review for each Application. CPS Energy shall provide the Attaching Entity with seven (7) calendar days<sup>2-s</sup> prior notice that it intends to exercise its option to impose the extension period. Should CPS Energy fail to take action on the Application within the extension period, all proposed Attachments or Overlashings included within that specific Application shall be deemed approved, subject to all then current Applicable Engineering Standards and all other procedural and operational requirements under these Standards.

- a) Review. In making its decision as to whether to issue a Permit, CPS Energy will consider engineering and safety requirements, in accordance with the Applicable Engineering Standards set forth in Section II.A.2. In addition, CPS Energy shall consider Capacity constraints, including the future needs of CPS Energy as determined in accordance with the Reserved Capacity provisions set forth in Section II.H.10, flood zone requirements, in-flight CPS Energy projects, and other circumstances known at the time of the Application submission and review which may impact the Application, including any known third-party requests for Attachment Permit to the same Pole as described in Section IV.B.23.f below.
- b) Make-Ready Electrical Construction. In the event that an Attaching Entity's proposed Application requires CPS Energy to undertake and complete Make-Ready Electrical Construction work to accommodate the Attaching Entity's Application, CPS Energy will review such work and provide an estimate of the cost of such work to the Attaching Entity utilizing the form provided in Appendix C. The Attaching Entity shall make payment of this cost estimate in order for any Make-Ready Electrical Construction to proceed in accordance with the provisions of Section II.L.3. The Attaching Entity shall have twenty-one (21) calendar days following the issuance of the Appendix C to approve the estimate and provide payment. Failure of the Attaching Entity to respond to CPS Energy within the twenty-one (21) calendar day period will result in the Application being closed by CPS Energy.
- c) Changes Required. If CPS Energy describes any changes, modifications, or revisions to the proposed Make-Ready Electrical Construction pursuant to



this Section IV.B.3, CPS Energy shall notify the Attaching Entity in writing. Upon receipt of this notice, the Attaching Entity may notify CPS Energy in writing that it agrees to the changes, modifications, or revisions to the proposed Make-Ready Electrical Construction required by CPS Energy, in which case the Attaching Entity may resubmit the Application as amended and it shall be deemed granted; or the Attaching Entity may propose alternative changes, modifications, or revisions consistent with Applicable Engineering Standards by resubmitting the Application with such other alternative proposals, provided that such resubmission explains the reasons for the alternative proposals and addresses all concerns raised by CPS Energy in response to the initial Application. The alternative proposals shall not be the original Make-Ready Engineering design documents rejected by CPS Energy.

The Attaching Entity shall incur an Application Fee upon resubmitting the Application containing the alternative proposals. CPS Energy shall have twenty-one (21) calendar days of receipt thereof to provide the Attaching Entity with:

- (i) Notification that access is granted based on the alternative proposals; or
- (ii) A detailed description of any changes, modifications, or revisions to the alternative proposal necessary to comply with safety, reliability, or generally applicable engineering practices or standards.

In the event CPS Energy fails to complete its review within twenty-one (21) calendar days of the resubmitted Application containing the alternative proposals for Make-Ready Electrical Construction, CPS Energy may impose a one-time additional seven (7) calendar day extension period in which to complete its review of the resubmitted Application. CPS Energy shall provide the Attaching Entity with seven (7) calendar days' prior notice that it intends to exercise its option to impose the extension period. Should CPS Energy fail to take action on the resubmitted Application within the extension period, the alternative proposal shall be deemed approved, subject to all then current Applicable Engineering Standards and all other procedural and operational requirements under these Standards.



- d) Compliance by Attaching Entity. CPS Energy’s acceptance of the submitted engineering design documents does not relieve the Attaching Entity from compliance with the requirements of the Texas Engineering Act, the National Electrical Safety Code, and all other Applicable Engineering Standards as required by this Standard.
- e) Permit Authorization. After acceptance of all necessary revisions, CPS Energy will sign and return the Application, which shall serve as the authorization (Permit) for the Attaching Entity to make its Attachment and/or Overlashing after the completion of all necessary Make-Ready Work.
- f) Treatment of Multiple Requests for Same Pole. CPS Energy shall consider complete Applications received from multiple Attaching Entities to attach to the same Pole on a “first-come, first-served”, non-discriminatory basis.
- (i) If CPS Energy receives a subsequent Application for the same Pole from a second prospective Attaching Entity following acceptance of a complete Application and prior to closing the ticket on said Application and Permit, it shall reject the second Application and any subsequent Applications for the same Pole without consideration of the Attachment which was first in time applied for. CPS Energy will reconsider any subsequent Application provided the first in time Attaching Entity’s proposed Attachments are considered as already being on the Pole.
- (ii) Should the first in time Application require CPS Energy to undertake and complete any Make-Ready Electrical Construction on a Pole with a subsequent request for Attachment received before CPS Energy completes such Make-Ready Electrical Construction, ~~CPS Energy shall allocate the first in time Application shall be solely responsible for the costs to complete this Make-Ready Electrical Construction—evenly between the Attaching Entities requesting access to the Pole.~~
- (iii) ~~Where Make-Ready Electrical Construction on the Pole with multiple Attachment requests is not required or has been already completed; in the event the Attaching Entity that was first in time fails to timely affix its Attachment in accordance with Section IV.B.4.f, CPS Energy will withdraw the first Permit and process the second Application without consideration to the initial first in time Attachment to its completion.~~

**Commented [MP35]:** Should be stated differently, so that the first applicant has the option of collecting all the fees from the second applicant.



- (iv) CPS Energy will simultaneously consider multiple Applications addressing the Communications Facilities of separate Attaching Entities provided such Applications are filed together and each Application includes one common set of engineering design documents accounting for the Communications Facilities of all the applicants. In such case, CPS Energy will issue a Permit to each Attaching Entity that filed an Application and such Permits will be subject to one set of construction plans to be carried out by the joint agreement of the parties including the cost allocation of all required Make-Ready Work. Such allocation does not apply to risers.
4. **Make-Ready Electrical Construction.** If Make-Ready Electrical Construction is required to accommodate an Attaching Entity's Attachment and/or Overlapping, CPS Energy or its contractors shall perform such work at Attaching Entity's expense as provided in Section IV.B.3, Section IV.B.5.e, and Appendix C.
- a) **Advance Payment.** Upon execution of Appendix C by an Attaching Entity, CPS Energy shall schedule the Make-Ready Electrical Construction. Pursuant to Sections II.I.3, CPS Energy shall require payment in advance for any Make-Ready Work, including Make-Ready Electrical Construction, to be performed by CPS Energy or its contractors based upon the estimated cost of such work. The payment of Make-Ready Work may be trueed up as described in Section II.I.3.
- b) **Work Performed by CPS Energy or CPS Energy Contractor.** Make-Ready Electrical Construction shall be performed only by CPS Energy and/or a contractor authorized by CPS Energy to perform such work. CPS Energy will strive to perform the Make-Ready Electrical Construction to accommodate an Attaching Entity's Communications Facilities within sixty (60) calendar days of receipt of the advanced payment estimate for the Make-Ready Electrical Construction, subject to the priorities of providing CPS Energy core electric service. CPS Energy shall provide to the Attaching Entity as soon as possible the estimated schedule for completing the Make-Ready Electrical Construction.
- c) **Work Schedule.** In performing all Make-Ready Electrical Construction to accommodate an Attaching Entity's Attachments, CPS Energy will endeavor to include such work in its normal work schedule. In the event the Attaching



Entity requests that the Make-Ready Electrical Construction be performed on a priority basis or outside of CPS Energy's normal work hours, the Attaching Entity shall pay the appropriate increased costs. Nothing herein shall be construed to require performance of any Attaching Entity's work before other scheduled work or CPS Energy service restoration.

- d) Notifying Other Attaching Entities. Prior to commencing Make-Ready Electrical Construction, CPS Energy shall notify the Attaching Entities on the affected Pole of the impending work.
- e) Permit Notification. Following completion of the Make-Ready Electrical Construction, CPS Energy will issue the Permit and notify the Attaching Entity (applicant) in writing that the Pole is available for Make-Ready Communications Construction. When applicable, the Attaching Entity shall proceed to install its Attachments utilizing the One-Touch Transfer Process described in Section IV.B.5 below. Alternatively, the Complex Transfer Process in Section IV.B.6 below shall be followed.
- f) Failure to Attach. An Attaching Entity must exercise the right granted by a Permit within ninety (90) calendar days of issuance of the Permit. If needed, the Attaching Entity may request in writing to CPS Energy ~~for~~ an additional thirty (30) calendar day extension of the effective period of a Permit. The request for this extension to be considered by CPS Energy must be received no later than twenty-one (21) calendar days before the expiration date of the Permit. In considering this request, CPS Energy will review past construction practices of the Attaching Entity and current efforts to complete the installation for which the extension was requested. CPS Energy will provide a written response to the request for extension within three (3) calendar days of receiving the request.
  - (i) Failure to install an Attachment within the effective period of the Permit, or extended period if granted by CPS Energy, will result in expiration of the Permit and the forfeiture of the applicable Application Fees and any payments made for Make-Ready Work already completed. Following expiration of a Permit, should the Attaching Entity wish to continue to install the Attachment subject to the expired Permit, the Attaching Entity must submit a new Application covering the same Attachment including all appropriate Application Fees.

**Commented [MP36]:** There should be another way to handle this. The penalty seems extreme.





- (ii) CPS Energy and the Attaching Entity shall determine a mutually-agreeable schedule for the completion of the Permit should an issue of Force Majeure, as described in the Pole Attachment Agreement, be asserted by either party.

5. **Make-Ready Communication Construction – One Touch Transfer.** The transfer of third-party Attachments, whether conducted by an Attaching Entity or CPS Energy, shall hereinafter be referred to as the “One-Touch Transfer Process.” Pursuant to these Standards, the One-Touch Transfer Process allows an Attaching Entity to transfer, ~~relocate,~~ or ~~alter~~rearrange an Attachment of ~~another~~one or more Attaching Entities in the Communications Space of a CPS Energy Pole as may be necessary to accommodate the installation of a new Attachment contingent upon compliance with requirements identified in this Section IV.B.5. All One-Touch Transfers conducted by an Attaching Entity or CPS Energy must comply with the following requirements:

- a) **Simple Transfers Only.** One-Touch Transfers shall be limited to rearrangement or transfer of third-party Attachments on an existing Pole or onto a new Pole that will not result in an outage to the network or to the customers of the Attaching Entity that owns the Attachments subject to rearrangement or transfer.
- b) **Certified Contractors.** An Attaching Entity must use qualified contractors approved by CPS Energy pursuant to a certification program developed by CPS Energy.
- c) **Applicability to CPS Energy.** CPS Energy’s communications wires or facilities installed in the Neutral Space of a Pole will also be subject to the One-Touch Transfer Process.
- d) **One-Touch Transfers Subject to Applicable Engineering Standards.** All Make-Ready Communication Construction performed under the One-Touch Transfer Process shall meet all Applicable Engineering Standards, including CPS Energy’s clearance standards. Applications that include Make-Ready Communications Construction and One-Touch Transfers that fail to meet Applicable Engineering Standards will be rejected by CPS Energy.
- e) **Cost Responsibility.** With the exception of where in the sole opinion of CPS Energy a Pole has been identified as defective, whereby CPS Energy will be



responsible for the cost to replace such defective Pole; the Attaching Entity shall pay all costs of Make-Ready Communications Construction associated with One-Touch Transfers as described below:

- (i) ~~Where the Pole includes one or more third-party Attachment(s) that fail to meet Applicable Engineering Standards but otherwise there is enough space on the Pole to accommodate the Attaching Entity's Attachment, Make-Ready Work will not include the transfer of the third-party Attachment(s), unless the lowest Attachment on the Pole fails to meet NESC clearance standards and/or poses a public safety hazard. In that case, Make-Ready Work will include the relocation of the non-compliant Attachment and the Attaching Entity may recover the cost to bring such Attachment into compliance from the owner of the non-compliant Attachment.~~ existing violation(s) of the Applicable Engineering Standards require(s) the replacement of a Pole, the Attaching Entities causing the violation(s) shall be responsible for the costs associated with the Pole replacement, including transfers of existing Facilities. Any other necessary Make-Ready Work shall be the responsibility of the prospective Attaching Entity.
- (ii) ~~Where the Pole includes one or more third-party Attachment(s) that fail to meet Applicable Engineering Standards, and in order to accommodate the Attaching Entity's Attachment on the same Pole the third-party Attachment(s) must be rearranged, the cost of rearranging the third-party Attachment(s) will be included in Make-Ready Work. Provided that if the lowest Attachment on the Pole fails to meet NESC clearance standards and/or poses a public safety hazard, the Attaching Entity may recover the cost to bring such Attachment into compliance from the owner of that Attachment, but no others associated with correction of such violation(s) shall be the responsibility of the Attaching Entities that caused such violation(s). Any other necessary Make-Ready Work shall be the responsibility of the prospective Attaching Entity.~~
- ~~(iii) Where the Pole includes one or more third-Party Attachment(s) that fail to meet Applicable Engineering Standards, and in order to accommodate the Attaching Entity's Attachment a new Pole must be installed, the cost of the new Pole and the transfer of the third-party Attachment(s) will be included in the Make-Ready Work.~~
- ~~(iv) Where the Pole includes one or more third-party Attachment(s) that meet Applicable Engineering Standards, and otherwise there is enough space on the Pole to accommodate the Attaching Entity's Attachment,~~

~~Make Ready Work will not include the transfer of the third party Attachment(s).~~

Revision: 1.0

**DRAFT for REVIEW**

Page: 61

Revision Date: Draft- February 17, 2016

*Effective Date: August 1, 2016 (proposed)*



- ~~(v)~~(iii) Where the Pole includes one or more third-party Attachment(s) that comply with Applicable Engineering Standards, and in order to accommodate the Attaching Entity's Attachment on the same Pole the third-party Attachment(s) must be rearranged, the cost of rearranging the third-party Attachment(s) will be included in Make-Ready Work.
- ~~(vi)~~(iv) Where the Pole includes one or more third-party Attachment(s) that comply with Applicable Engineering Standards, and in order to accommodate the Attaching Entity's Attachment a new Pole must be installed, the cost of the new Pole and the transfer of the third-party Attachment(s) will be included in Make-Ready Work.
- f) Advance Notice. An Attaching Entity shall provide all third-parties affected by a proposed One-Touch Transfer with advanced written notice of such One-Touch Transfer no less than forty-eight (48) hours prior to undertaking such One-Touch Transfer. This notice shall be provided by email using the National Joint Use Notification System (NJUNS) to a duly designated representative of the affected Attaching Entity, unless another method of notice is prescribed by CPS Energy. Such notice may identify the geographic areas in which construction is to occur rather than individual Poles affected by such One-Touch Transfer, provided each advance notice shall not exceed one hundred (100) Poles. The Attaching Entity who desires to utilize the One-Touch Transfer Process shall bear the responsibility of determining the appropriate representative for each Attaching Entity affected by the Attaching Entity's implementation of the One-Touch Transfer process.
- g) Post-Transfer Notice. Within fifteen (15) calendar days following the completion of a One-Touch Transfer, the Attaching Entity shall send written notice of the One-Touch Transfer and As-Built Reports to each affected Attaching Entity. Within fifteen (15) calendar days of receipt of these As-Built Reports, the Attaching Entity whose Communications Facilities were moved may conduct an inspection at the expense of the Attaching Entity who moved the facilities. If the One-Touch Transfer failed to meet all Applicable Engineering Standards, the Attaching Entity whose Communications Facilities were relocated will notify the moving Attaching Entity which will correct the deficiency at the moving Attaching Entity's expense within fifteen (15) calendar days following receipt of such written notice. The Attaching



Entity responsible for the relocation of third-party Communication Facilities shall pay the actual, reasonable, and documented inspection expenses incurred by the Attaching Entity<sup>2-g</sup>, whose Communication Facilities were relocated, within forty-five (45) calendar days of receipt of invoice from the moved Attaching Entity.

- h) Attaching Entity's Attachments Subject to One-Touch Transfer by Other Entities. An Attaching Entity's Communications Facilities shall be subject to the One-Touch Transfer Process conducted by another Attaching Entity or CPS Energy ~~pursuit~~pursuant to the same terms and conditions prescribed in this Section IV.B.5.

**6. Make-Ready Communication Construction - Complex Transfers.**

- a) Responsibility for Complex Transfers. The accomplishment of a Complex Transfer is considered part of Make-Ready Communication Construction and shall be performed by the Attaching Entity which owns the Attachment subject to transfer. It is the responsibility of the Attaching Entity requesting the Complex Transfer to negotiate a private process with the owning Attaching Entity for the Complex Transfer. The cost of the Complex Transfer shall be borne by the requesting Attaching Entity.
- b) Complex Transfers Escalation Process. In the event an Attaching Entity refuses to reach agreement on a process for the expedient ~~relocation-transfer~~ of an Attachment subject to a Complex Transfer, the requesting Attaching Entity may rely on the following escalation procedures. At any time during these escalation procedures, the requesting Attaching Entity and the owner of the Attachment subject to the Complex Transfer may reach agreement on a voluntary transfer process. In such event, the requesting Attaching Entity shall notify CPS Energy in writing of this agreement.
  - (i) Level 1: Initial Request for Complex Transfer (Days 0 to 30)
    - a. Initial Notice Letter. The requesting Attaching Entity shall provide written notice to owner of the Attachment subject to Complex Transfer requesting the ~~relocation-or-alteration~~transfer of such Attachment using the National Joint Use Notification System (NJUNS) with a copy to CPS Energy. The Attaching Entity which owns such



Attachment shall ~~perform the transfer~~ notify the requesting Attaching Entity, within thirty (30) calendar days of receipt of notice, ~~the scheduled completion date of such transfer from the requesting Attaching Entity.~~

**Commented [MP37]:** AT&T, just like CPS would, requires time to properly engineer the project to transfer. By definition, this is not a simple transfer and will require some engineering.

(ii) Level 2: Initial Escalation Process ~~(Days 31 to 60)~~

a. Escalation Notification. If the owner fails to ~~rearrange or~~ transfer the Attachment subject to Complex Transfer within the ~~initial thirty (30) calendar days~~ promised time, the requesting Attaching Entity ~~shall may~~ send a certified letter notifying the non-compliant Attaching Entity that failure to ~~rearrange or~~ transfer the Attachment within a subsequent thirty (30) calendar days of receipt of notice ~~will may~~ result in the Attachment in question being designated by CPS Energy an Unauthorized Attachment on the basis of interference with the requesting Attaching Entity's permitted Attachment rights. ~~If such a designation is made by CPS Energy, CPS Energy will then stop processing the non-compliant Attaching Entity's Applications, assess penalties (as described in Appendix H), and may relocate the Unauthorized Attachment pursuant to Section III.E.~~ The requesting Attaching Entity shall send CPS Energy a copy of the escalation letter and all other correspondence between the parties related to this matter.

**Commented [MP38]:** Not necessary as the process is described chronologically throughout this section

b. Duty to Negotiate. The requesting Attaching Entity is required to continue negotiations with the non-compliant Attaching Entity during the thirty (30) calendar day escalation period. Absent extraordinary circumstances, the non-compliant Attaching Entity's failure to ~~rearrange or~~ transfer the Attachment subject to Complex Transfer by the end of the thirty (30) calendar day escalation period shall be considered a lack of cooperation on the part of the non-compliant Attaching Entity. In the event of extraordinary circumstances, a refusal by the requesting Attaching Entity to agree to an alternative process for the ~~rearrangement or~~ transfer of the Attachment in question within a reasonable date certain shall be considered a lack of cooperation on the part of the requesting Attaching Entity.

c. Notice of Success Complex Transfer. If the non-compliant Attaching Entity ~~relocates transfers~~ the Attachment subject to



Complex Transfer within the thirty (30) calendar day escalation period, or the requesting Attaching Entity transfers the Attachment by mutual agreement of the parties, no further escalation will be necessary.

- (iii) Level 3: CPS Energy Finding of Unauthorized Attachments  
~~(Days 61 to 90)~~
- a. Request for Finding of Unauthorized Attachments. If the requesting Attaching Entity and the non-compliant Attaching Entity cannot reach agreement and the other Attaching Entity fails to ~~relocate-transfer~~ the Attachment subject to Complex Transfer within the thirty (30) calendar day escalation period; the requesting Attaching Entity within five (5) calendar days thereafter ~~shall~~ may notify CPS Energy in writing, provide a short summary of efforts to negotiate the ~~rearrangement-or~~ transfer of the Attachment in question, and request CPS Energy to make a finding of “Unauthorized Attachment” on the basis of interference with the requesting Attaching Entity’s permitted Attachment rights. The request shall explain why the requesting Attaching Entity believes the non-compliant Attaching Entity is acting in bad faith.
- b. Notification of Unauthorized Attachments. Within ten (10) calendar days of receiving the request for a finding of Unauthorized Attachments, CPS Energy will evaluate the request and if it finds the request credible; CPS Energy will:
- (1) Notify the non-compliant Attaching Entity by certified mail that the Attachment subject to Complex Transfer ~~are-is~~ declared an “Unauthorized Attachment”;
  - (2) The non-conforming Attaching Entity will begin accruing penalties as provided in Appendix H of these Standards until the Unauthorized Attachment is ~~relocatedtransferred~~; and
  - (3) CPS Energy will suspend the processing of the non-compliant Attaching Entity’s Applications effective five (5) days after receipt of the certified letter.



Thereafter, the non-compliant Attaching Entity will have fifteen (15) days in which to ~~relocate-transfer~~ the Unauthorized Attachment and notify CPS Energy in writing in order to reinstate the processing of Applications. If the non-compliant Attaching Entity fails to ~~relocate-transfer~~ the Unauthorized Attachment within the twenty (20) calendar day grace period, the Unauthorized Attachment will be subject to further penalties and ~~relocation-transfer~~ as provided in Section III.E and Appendix H. CPS Energy will reinstate the processing of the non-compliant Attaching Entity's Applications upon receipt of written notification of the ~~relocation-transfer~~ of the Unauthorized Attachment and the payment of all assessed penalties.

- c. Duty to Negotiate. The requesting Attaching Entity is required to continue negotiations with the non-compliant Attaching Entity which owns the Unauthorized Attachment during the twenty (20) calendar day grace period.
- d. Notice of Transfer. If the non-compliant Attaching Entity ~~relocates transfers the~~ Unauthorized Attachment within the twenty (20) calendar day grace period, or the requesting Attaching Entity ~~relocates-transfers~~ the Unauthorized Attachment by mutual agreement of the parties, the moving party shall notify CPS Energy by electronic message, CPS Energy shall reinstate processing of the other Attaching Entity's Applications within twenty-four (24) hours of receiving payment of all outstanding penalties.
- e. Stop Processing Pole Attachment Permit Applications. If CPS Energy does not receive written notification of the ~~relocation transfer~~ of the Unauthorized Attachment by the end of the twenty (20) calendar day grace period, CPS Energy shall stop processing the non-compliant Attaching Entity's Applications pending further written notice of a successful ~~relocation-transfer~~ and the payment of all outstanding penalties.





- (iv) Level 4: Transfer or Removal of Unauthorized Attachments  
~~(Days 91 and Beyond)~~
- a. Notification of Failed Transfer. If the parties fail to negotiate the successful ~~relocation-transfer~~ of the Unauthorized Attachment, the requesting Attaching Entity shall promptly notify CPS Energy in writing of the failed attempt and explain the reasons for the unsuccessful transfer.
  - b. Notification of ~~Removal-Transfer~~ of Unauthorized Attachments. Following receipt of the notification of failed ~~relocation-transfer~~, CPS Energy shall promptly proceed to ~~relocate-transfer~~ the Unauthorized Attachment at the respective owner's expense. Following the ~~relocation-transfer~~ of the Unauthorized Attachment, CPS Energy will provide written notification of the ~~relocation-transfer~~ to the non-compliant Attaching Entity within twenty-four (24) hours. CPS Energy shall reinstate processing of the non-compliant Attaching Entity's Applications within twenty-four (24) hours of receiving payment for the ~~removal-transfer~~ cost and all outstanding penalties.
  - c. Notice of Transfer. In the event the non-compliant Attaching Entity ~~rearranges-transfers~~ the Unauthorized Attachment, or the requesting Attaching Entity ~~rearranges-transfers~~ the Unauthorized Attachment by mutual agreement of the parties, prior to CPS Energy's ~~relocation-transfer~~ efforts, the moving party shall notify CPS Energy in writing. The non-compliant Attaching Entity shall be assessed a one-time fine as provided in Appendix H of these Standards. Thereafter, CPS Energy shall reinstate the processing of the non-compliant Attaching Entity's Applications within twenty-four (24) hours of receiving payment of all outstanding penalties.

**7. Notice of Attachment Completion and Acceptance.**

- a) Initial Notice to CPS Energy. The Attaching Entity shall notify CPS Energy in writing, or other format acceptable to CPS Energy, within five (5) calendar days of the completion of the installation of the Attachment and/or Overlashing.



- b) Notice Following Acceptance. The Attaching Entity shall further notify CPS Energy in writing, or other format acceptable to CPS Energy within ten (10) calendar days from the acceptance of the other Attaching Entities' rearrangement or transfer of their Attachments pursuant to Section IV.B.5.g.

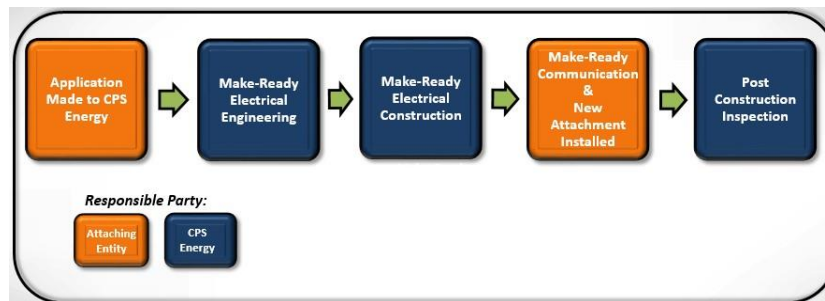
**8. Post Construction Inspection.**

- a) Construction Subject to Inspection. CPS Energy shall inspect an Attaching Entity's Communication Construction and Attachments and/or Overlashings at the Attaching Entity's expense within thirty (30) calendar days of receiving the Attaching Entity's notification set forth in Section IV.B.7.b above. CPS Energy may conduct these inspections to evaluate compliance with the Permit, Applicable Engineering Standards, or other design and installation requirements. The making of an inspection by CPS Energy shall not in any way relieve any Attaching Entity or an Attaching Entity's insurers of any responsibility, duty, obligation, or liability under these Standards, the Pole Attachment Agreement, or otherwise; nor does CPS Energy's ability to make inspections relieve an Attaching Entity from its obligations to exercise due care in the installation of its Attachments or Overlashings. The Post-Construction Inspection provision set forth in this Section IV.B.8.a does not affect any other inspection requirements elsewhere in these Standards. This section IV.B.8 also applies to supplemental Post-Construction Inspections where the Attaching Entity reports "final corrections" of previously identified non-compliant work or locations as described in Section IV.B.8.b below.
- b) Compliance. In the event an inspection pursuant to Section IV.B.8.a reveals that corrections or other actions are required of an Attaching Entity, including without limitation those required for reasons of safety or structural integrity, the Attaching Entity shall make such required corrections or take the requested actions within thirty (30) calendar days after the date CPS Energy sends written notice. CPS Energy may perform such work without notice, at the Attaching Entity's sole cost and risk, except in the case of CPS Energy's gross negligence or willful misconduct, if CPS Energy determines in its reasonable judgment and discretion that an Emergency does not permit full advance notice to Attaching Entity. As soon as practicable thereafter, CPS Energy will advise the Attaching Entity of the work performed or the action taken.

**Commented [MP39]:** If CPS Energy performs an inspection and charges the Attaching Entity, it seems reasonable that the result would be that CPS has asserted the construction meets standards and the Attaching Entity would no longer be liable with respect to the construction of the specific attachment.

### C. Standard Process – Small Entity

The Standard Process for Small Entities for wire Attachments to CPS Energy Poles is illustrated in the Figure C below.



**Figure C: Standard Process – Small Entity for Wire Attachments**

1. **Eligibility.** Any Attaching Entity with a valid Pole Attachment Agreement that has less than three-hundred (300) total existing Attachments or Overlashings and has no known plans to exceed three-hundred (300) total Attachments and/or Overlashings on the CPS Energy System.
2. **Application for Permit Required.** An Attaching Entity who qualifies for the Standard Process—Small Entity, the Attaching Entity may choose either:
  - a) **CPS Energy to Perform Make-Ready Engineering.** The Attaching Entity may request CPS Energy to undertake and complete the Make-Ready Engineering required by the Application request. CPS Energy will respond to such Application requests as promptly as is reasonable, with a goal of providing a response within forty-five (45) calendar days of receipt of the Application. The Attaching Entity is still required to submit an Application and pay all applicable Applications Fees as described in Appendix H. CPS Energy will invoice the Attaching Entity for the cost to produce the Make-Ready Work in accordance with the provisions of Section II.I.3; or
  - b) **Attaching Entity to Perform Make-Ready Engineering.** The Attaching Entity may choose to complete its own Make-Ready Engineering by complying with all provisions of the Standard Process as described in Section IV.B.



3. **CPS Energy Review of Application.**

- a) **CPS Energy to Perform Make-Ready Engineering.** If the Attaching Entity chooses to have CPS Energy complete the Make-Ready Engineering pursuant to Section IV.C.2.a, then CPS shall respond to the Application within forty-five (45) calendar days of receipt and provide Attaching Entity with a detailed description of the proposed Make-Ready Work required for reasons of safety, reliability, or generally applicable engineering purposes.
- b) **Attaching Entity to Perform Make-Ready Engineering.** If the Attaching Entity chooses to be responsible for its own Make-Ready Engineering pursuant to Section IV.C.2.b, then all provisions of Section IV.B.3 shall be applicable to CPS Energy's Review of Applications for Applications considered under the Standard Process – Small Entity process.

4. **Make-Ready Electrical Construction.** All provisions of Section IV.B.4 shall be applicable to Make-Ready Work Electrical Construction for Applications considered under the Standard Process – Small Entity process.

5. **Make-Ready Communication Construction – One Touch Transfers.** All provisions of Section IV.B.5 shall be applicable to Make-Ready Communications Construction for Applications considered under the Standard Process – Small Entity process regarding One-Touch Transfers.

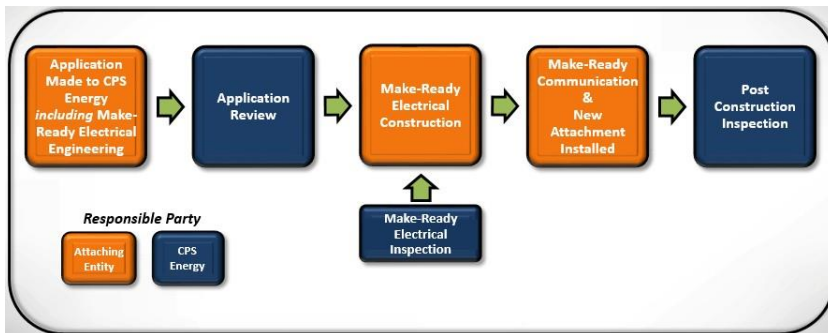
6. **Make-Ready Communication Construction - Complex Transfers.** All provisions of Section IV.B.6 shall be applicable to Make-Ready Communications Construction for Applications considered under the Standard Process – Small Entity process regarding Complex Transfers.

7. **Notice of Attachment Completion and Acceptance.** All provisions of Section IV.B.7 shall be applicable to Notice of Attachment Completion and Acceptance for Applications considered under the Standard Process – Small Entity process.

8. **Post Construction Inspection.** All provisions of Section IV.B.8 shall be applicable to Post Construction Inspection for Applications considered under the Standard Process – Small Entity process.

#### D. Mass Deployment – High Volume Process

The Mass Deployment – High Volume Process for wire Attachments to CPS Energy Poles is illustrated in the Figure D below.



**Figure D: Mass Deployment – High Volume Process for Wire Attachments**

1. **Eligibility.** Attaching Entities with a valid Pole Attachment Agreement who have provided CPS Energy a Deployment Plan which contemplates Attachments to eight-hundred (800) or more Poles per month for at least four (4) months ~~shall be required to comply with~~ may elect to operate under the Mass Deployment—High Volume Process for Wire Attachments.
2. **Application for Permit Required.** All provisions of Section IV.B.2 shall be applicable for Applications considered under the Mass Deployment – High Volume Process.
3. **CPS Energy Review of Application.** All provisions of Section IV.B.3 shall be applicable for CPS Energy’s Review of Applications considered under the Mass Deployment – High Volume Process.



4. **Make-Ready Electrical Construction.** Attaching ~~Entity's~~ Entities that qualify for the Mass Deployment—High Volume Process per Section IV.D.1 above will be authorized by CPS Energy to perform all necessary Make-Ready Work, including Make-Ready Electrical Construction using contractors approved by CPS Energy to perform such work, contingent upon Attaching Entity entering into a construction contract with CPS Energy. Pursuant to this Section IV.D.4, the Attaching Entity shall be responsible for obtaining all materials and work at Attaching Entity's risk and expense for all Make-Ready Electrical Construction, except as provided in Section IV.B.5.e.
- a) **Transition.** The Attaching Entity shall begin Make-Ready Electrical Construction within ninety (90) calendar days of receiving CPS Energy's approval of an Application. For the initial stages of a Mass Deployment—High Volume project, the time required to start Make-Ready Electrical Construction may be extended by CPS Energy up-to one-hundred eighty (180) calendar days to allow for an efficient transition. To qualify for this extension, the Attaching Entity must provide CPS Energy a written request for extension and a construction schedule for the first six (6) months of the project. After reviewing this schedule, CPS Energy will provide written notice that the extension is either approved, rejected, or modified, including CPS Energy's rationale for such decision. If CPS Energy rejects or modifies the extension request, CPS Energy will also call for a meeting with the Attaching Entity to discuss the extension and strive to reach agreement.
- b) **Workmanship & Insurance.** All of the Attaching Entity's Make-Ready Electrical Construction shall be performed at the Attaching Entity's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of CPS Energy's Poles, CPS Energy Facilities, or the Communication Facilities of other Attaching Entities attached thereto. All such Make-Ready Electrical Construction work is subject to the insurance requirements provided in Appendix I and is subject to inspection and/or observation by CPS Energy or its designee at any time as further described in these Standards.
- (i) After reviewing the Deployment Plan, CPS Energy and the Attaching Entity shall develop a set of mutually agreeable operational procedures addressing items such as, but not limited to: customer outage



notifications, contractor crew work location notifications, contractor safety reporting, material procurement, customer complaints, or other operational needs specific to the Attaching Entity's Deployment Plan. These operational procedures shall include provisions for updating, enforcement, and conflict resolution as required.

- c) Qualified Employees. All of the Attaching Entity's Make-Ready Electrical Construction performed on CPS Energy's Poles and/or in the vicinity of other CPS Energy Facilities shall be in compliance with all Applicable Engineering Standards and regulations. The Attaching Entity shall assure that any person installing or removing Poles and/or CPS Energy Facilities is fully qualified to undertake and complete the work contemplated and is familiar with all Applicable Engineering Standards including all provisions of the construction contract identified above.
- d) Multiple Requests for Pole. In the event multiple Attaching Entities have been granted Permits to access the same Pole, the applicable provisions of Section IV.B.3.f shall apply. However, should a disagreement arise between the Attaching Entities as to construction and installation schedules; CPS Energy shall require a representative of each Attaching Entity who has authority to agree on these issues to attend a meeting called by CPS Energy to discuss and attempt to reach agreement on this dispute. In the event the Attaching Entities are unable to so agree, then the applicable provisions of Section I.L shall apply.
- e) Operational Scheduling. Before beginning Make-Ready Electrical Construction on a Pole or series of Poles, CPS Energy and the Attaching Entity shall develop a mutually agreed operations schedule and methodology providing for notice of the Pole locations, proposed dates on which work will commence and finish, and whether any electrical service interruptions or de-energizations will be required. CPS Energy approval is required for all outages, such approval not to be unreasonably withheld, conditioned or delayed.

**THE ATTACHING ENTITY SHALL INDEMNIFY AND HOLD HARMLESS CPS ENERGY AND ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES FROM ALL CLAIMS FOR LOSS, HARM,**



---

**PROPERTY DAMAGE, AND BODILY INJURY OR DEATH IN CONNECTION WITH ANY WORK PERFORMED IN CONNECTION WITH THESE STANDARDS.**

- f) Materials. The Attaching Entity shall furnish all necessary materials and hardware including but not limited to: poles, crossarms, mounting hardware, guys, anchors, insulators, conductors, and any associated miscellaneous hardware. All materials used by the Attaching Entity for Make-Ready Electrical Construction on Poles shall be obtained from vendors approved by CPS Energy and shall be new and of good quality, free from known material defects and comply with all CPS specifications. CPS Energy shall not unreasonably withhold, delay or condition its approval of a vendor.

All materials obtained by the Attaching Entity will be subject to an additional quality check to be performed by the Attaching Entity at the site, prior to use. All materials obtained by Attaching Entity shall be subject to inspection by CPS Energy, at CPS Energy's option, on reasonable notice to the Attaching Entity; provided that such inspection will be completed in accordance with the Attaching Entity's schedule for use of such materials and will not unreasonably delay such schedule.

- g) CPS Energy Property. All poles, materials, and other equipment installed as part of the Make-Ready Electrical Construction under this Mass Market – High Volume Process, with the exception of Communication Facilities installed by the Attaching Entity for use in its provision of services, shall become and remain CPS Energy's sole property, regardless of which entity procured, installed, or paid for it. The Attaching Entity shall execute any documents reasonably requested by CPS Energy to evidence the transfer of title to such Poles, materials, and equipment to CPS Energy, and the Attaching Entity shall brand and tag all new poles to indicate CPS Energy ownership.

The Attaching Entity's performance of Make-Ready Electrical Construction or payment of any costs associated with such work:

- Shall in no way create or vest in the Attaching Entity any ownership right, title, or interest in any Pole or electrical facilities;





- Shall not entitle the Attaching Entity to any offsets, credits, payments, or income from CPS Energy's operation of the Pole or facilities;
  - Alter or affect CPS's rights under these Standards; or
  - Restrict CPS Energy's ability to allow access to other Attaching Entities in accordance with these Standards.
- (i) Disposal/Salvage of Materials. CPS Energy will provide a list of all equipment and/or materials which the Attaching Entity may remove from service as a result of undertaking and completing Make-Ready Electrical Construction pursuant to this Section IV.D.4 which CPS Energy requires to either be salvaged by CPS Energy or disposed of by the Attaching Entity at Attaching Entity's expense. Equipment and/or materials that are to be salvaged or recycled by CPS Energy are to be delivered at a place determined by CPS Energy. All equipment and/or materials which are to be disposed of by the Attaching Entity shall be handled in a manner consistent with all applicable federal, state, and local laws, rules, and regulations. Copies of all disposal manifests shall be provided to CPS Energy on a monthly basis during the course of the Attaching Entity's performance of Make-Ready Electrical Construction.
- h) Notification. Following the Attaching Entity's completion of Make-Ready Electrical Construction, the Attaching Entity will promptly notify CPS Energy in writing, or other format acceptable to CPS Energy, within five (5) calendar days from completion of the Make-Ready Electrical Construction.
- i) Make-Ready Electrical Construction Inspection. CPS Energy shall inspect, at Attaching Entity's expense, Attaching Entity's Make-Ready Electrical Construction at any time, but no later than thirty (30) calendar days following receipt of the Attaching Entity's notification set forth in Section IV.D.4.h. CPS Energy will conduct these inspections to evaluate compliance with the Permit or other design and installation requirements and evaluate compliance with the Applicable Engineering Standards. The completion of an inspection by CPS Energy shall not operate in any way to relieve Attaching Entity, its contractors, or its insurers of any responsibility, duty, obligation, or liability under these Standards, Pole Attachment Agreement or otherwise; nor does CPS Energy's ability to make inspections relieve the Attaching Entity from its obligations to exercise due care in the completion of Make-Ready



Electrical Construction. The inspection right set forth in this Section IV.D.4.i does not affect any other inspection rights afforded CPS Energy.

- j) Corrective Action. In the event an inspection pursuant to Section IV.D.4.i reveals that corrections or other actions are required of the Attaching Entity, including without limitation those required for reasons of safety or structural integrity, the Attaching Entity shall make such required corrections or take the requested actions within fifteen (15) calendar days after the date CPS Energy sends written notice. CPS Energy may also perform such work without notice, at the Attaching Entity's sole cost and risk, except in the case of CPS Energy's gross negligence or willful misconduct, if CPS Energy determines in its reasonable judgment and discretion that an Emergency does not permit full advance notice to the Attaching Entity.
  - k) Permit Notification. Following approval of the Make-Ready Electrical Construction, CPS Energy will issue the Permit and notify the Attaching Entity (applicant) in writing that the Pole is available for Make-Ready Communications Construction. The Attaching Entity may proceed to install its Attachments utilizing the One-Touch Transfer Process described in Section IV.B.5. If the Attaching Entity fails to install its Attachments and/or Overlashings pursuant to and in compliance with the Permit within ninety (90) calendar days after CPS Energy notifies the Attaching Entity that Make- Ready Electrical Construction has been approved, the provisions of Section IV.B.4.f shall apply.
5. Make-Ready Communication Construction – One Touch Transfer. All provisions of Section IV.B.5 shall be applicable to Make-Ready Communications Construction for Applications considered under the Mass Deployment – High Volume Process regarding One-Touch Transfers.
  6. Make-Ready Communication Construction - Complex Transfers. All provisions of Section IV.B.6 shall be applicable to Make-Ready Communications Construction for Applications considered under the Mass Deployment – High Volume Process regarding Complex Transfers.
  7. Notice of Attachment Completion and Acceptance. All provisions of Section IV.B.7 shall be applicable to Notice of Attachment Completion and Acceptance for Applications considered under the Mass Deployment – High Volume Process.



8. **Post Construction Inspection.** All provisions of Section IV.B.8 shall be applicable to Post Construction Inspection for Applications considered under the Mass Deployment – High Volume Process.



## E. Mass Deployment – Medium Volume Process

1. **Eligibility.** An Attaching Entity with a valid Pole Attachment Agreement who provides CPS Energy with a Deployment Plan which contemplates Attachments of four hundred (400) or more but less than eight hundred (800) Poles per month for at least four (4) months shall be required to comply with the Mass Deployment—Medium Volume Process.
2. **Choice of Process.** Attaching Entities who qualifying to install Attachments under the Mass Deployment—Medium Volume Process shall be provided the choice of either:
  - a) Utilizing the CPS Energy Standard Process for Attachments as described in Section IV.B; or
  - b) Utilizing the CPS Energy Mass Deployment—High Volume Process for Attachments as described in Section IV.D.
3. **Written Notice of Choice.** The Attaching Entity qualifying for Mass Deployment—Medium Volume shall provide CPS Energy written notice of its decision to utilize either the Standard Process or the Mass Deployment-High Volume Process as soon as practical, but no less than three (3) months before submitting the first Application as part of this Deployment Plan. The Attaching Entity' choice of process will be irrevocable during the period as specified in the Deployment Plan provided the Attaching Entity remains qualified for the Mass Deployment—Medium Volume Process per Section IV.E.1.



## V. SPECIFICATIONS FOR WIRELESS INSTALLATIONS

### **To Be Developed...**

*CPS Energy anticipates that its Wireless Standards will be completed and made available for comment in Fall 2016.*



---

## VI. APPENDICES

- A. CPS Energy Pole Attachment Registration Form
- B. CPS Energy Application for Pole Attachment Permit
- C. CPS Energy Authorization for Make-Ready Work
- D. CPS Energy Specifications for Attachments
- E. CPS Energy Vertical Clearance Requirements
- F. CPS Energy Attachment Clearance Requirements
- G. CPS Energy Pole Loading Requirements
- H. CPS Energy Schedule of Pole Attachment Rates, Fees, and Charges
- I. CPS Energy Minimum Insurance Requirements
- J. CPS Energy Notice of Dispute Form
- K. CPS Energy Pole Attachment Tag List & Detail
- L. *Reserved for Future Use*
- M. CPS Energy Equal Employment & Anti-Harassment Policy
- N. CPS Energy Information Systems Use Policy
- O. CPS Energy Tree Trimming Specifications



## Appendix A: CPS Energy Pole Attachment Registration Form

CPS Energy Pole Attachment Registration & Annual Reporting Form	
<i>To be completed annually or as required due to changes</i>	
<i>Submit form via email to <a href="mailto:poattach@cpsenergy.com">poattach@cpsenergy.com</a>; Email Subject Line: Annual Registration &amp; Annual Reporting Form</i>	
Name of Licensee	
Name: _____	
Licensee Contact Information	
Billing:	
Name: _____	Title: _____
Email: _____	Phone Number: _____
Application:	
Name: _____	Title: _____
Email: _____	Phone Number: _____
Simple/Complex Transfers:	
Name: _____	Title: _____
Email: _____	Title: _____
Escalation List	
First Level: (5 day response time)	
Name: _____	Title: _____
Email: _____	Phone Number: _____
Second Level: (5 day response time)	
Name: _____	Title: _____
Email: _____	Phone Number: _____
Third Level: (10 day response time)	
Name: _____	Title: _____
Email: _____	Title: _____



Unpermitted Attachments List		
CPSE Pole Number	Equipment Description	Approximate Date of Attachment

Non-Functional Attachment List		
CPSE Pole Number	Equipment Description	Approximate Surrender Date

Removed Equipment List		
CPSE Pole Number	Equipment Description	Approximate Removal Date

**Additional Remarks (attach additional documents as necessary, i.e. photographs, maps, etc.)**







### Appendix C: CPS Energy Authorization for Make-Ready Work

In response to an Application for an Attachment Permit pursuant to CPS Energy’s Pole Attachment Standards, CPS Energy has completed the field survey work associated with the Attaching Entity’s Application No. \_\_\_\_\_, dated \_\_\_\_\_. The following is a summary of the Make-Ready Work charges which must be paid to CPS Energy before it will begin such work.

CPS Energy Work Request No. \_\_\_\_\_

**Make-Ready Work:**

**Total:**

Labor Total

Equipment Total

Material Total Sub-

Total

(Less Salvage Credit)

**Total Cost**

In accordance with the Attaching Entity’s Standard Pole License Agreement with CPS Energy, if the Attaching Entity agrees that CPS Energy complete the required Make-Ready Work, please sign this copy below and return it to \_\_\_\_\_.

**CPS Energy**

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

Printed Name: \_\_\_\_\_

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

**Make Ready Work Acceptance**

The required Make-Ready Work associated with Application No. \_\_\_\_\_ is authorized. Payment of the charges for such Make-Ready Work is enclosed.

**Attaching Entity**

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

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

Telephone \_\_\_\_\_ No.: \_\_\_\_

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



## Appendix D: CPS Energy Specifications for Attachments

The following engineering and construction practices will be followed by the Attaching Entity when making Attachments to CPS Energy Poles. The items listed below are not an exhaustive list, and are intended to supplement, not replace the National Electrical Safety Code (NESC) or other Applicable Engineering Standards required by the Pole Attachment Agreement or the CPS Energy Pole Attachment Standards.

1. **Attachment and Cable Clearances:** Attaching Entity's Attachments on CPS Energy Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code (NESC) and in the CPS Energy drawings and standards provided in Appendix E and Appendix F. CPS Energy adopts and requires Attaching Entity's compliance with revisions of the NESC upon adoption by NESC of those revisions. Compliance with NESC sections pertaining to Overhead communication lines **will be stringently enforced** by CPS Energy. Violations of the NESC may subject the Attaching Entity to notices of Safety Violations by CPS Energy.
2. **Sag and Mid-Span Clearances:** Attaching Entity will leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are (a) achieved at Poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of **twelve inches (12")** of separation must be maintained between any other cables. At the Pole support, a twelve inch (12") separation must be maintained between Attaching Entity's connection and any other Attaching Entities connection as noted in Appendix F.
3. **Vertical Runs on Poles:** All vertical runs on Poles, including those for power feed for TV amplifiers, shall be placed on the quarter faces of the Pole and shall be covered by a riser guard with a two-inch (2") clearance in any direction from cable, bolts clamps, metal supports and other equipment. Secondary cable providing service to streetlights may be covered with non-metallic conduit to allow minimum clearances to communication cables as permitted in the NESC.
4. **Cable Bonding:** An Attaching Entity's Messenger cable shall be bonded to the Attaching Entity's Pole ground wire at each CPS Energy Pole that has a ground wire.
5. **Down Guys and Anchors:**
  - a. Down guys shall not be bonded to ground or Neutral wires of the CPS Energy Pole and shall not provide a current path to ground from the Pole ground or power system Neutral.

**Commented [MP40]:** The NESC is not this stringent on midspan clearances for cables. In fact, it calls for a minimum of 4 inches.



- b. Down guys shall not be attached to a CPS Energy anchor. All Attaching Entities shall provide their own anchors. Under no circumstances is the Attaching Entity allowed to attach its guy to a CPS Energy anchor. Attaching Entity's anchors shall strive to be a minimum of five (5) feet from the CPS Energy anchor.
6. **Service Drop Clearance:** The parallel minimum separation between an Attaching Entity's Service Drops and telephone Service Drops shall be twelve inches (12'), and the crossover separation between the drops shall be twenty-four inches (24").
7. **Customer Premises:** A Service Drop into customer premises shall be protected as required by the most current edition of the National Electrical Code (NEC).
8. **Service Clearances:** A four-inch (4") separation shall be maintained between CPS Energy's service cable and/or any other Attaching Entities facilities located on the customer's private property in accordance with the NEC.
9. **Climbing Space:** A clear climbing space must be maintained at all times on the face of the Pole. All Attachments must be placed as to allow and maintain a clear and proper climbing space on the face of the CPS Energy Pole. Cable Attachments shall be placed on the same side of the Pole as existing telephone or communication cables. In general, all other facilities and vertical runs should be placed on Pole quarter faces.
10. **Riser Installations:** All riser installations shall be placed on metal stand-off brackets.
11. **Identification:** All Attaching Entity's Communication Facilities, including all cable, shall be identified with tags as required by these Standards and described in Appendix K.
12. **Telecommunication Cables:** All telecommunication cables not owned by CPS Energy shall be attached within the Communication Space that is located no less than forty inches (40") below the CPS Energy Neutral.
13. **Safety Zone:** No mounting brackets are permitted in the safety zone. The safety zone between Communication Facilities and supply facilities on the same Pole extends horizontally out to the boundaries of the climbing space and working space. The safety zone is measured vertically from the level of the closest surface of the Communication Facility to the level of the closest surface of the supply facility. The required clearance of the safety zone is measured vertically between the levels of the equipment involved. Stand-off bracket installation will not be allowed to meet the forty inch (40") clearance requirement.
14. **Platforms:** Communication Facilities/Attachments must dip underground one Pole before and one Pole after on all CPS Energy Platforms for step-down and voltage-regulator banks.

Commented [MP41]: AT&T believes that this is beyond the authority of CPS Energy.



15. **Power Supply**: Attaching Entity shall install no power supply on any CPS Energy Pole on which underground services, capacitor banks, sectionalizing equipment, or voltage-regulators are already installed.
16. **Disconnect or Breaker**. No electrical service connection to a communication power supply shall be made or installed by Attaching Entity until after CPS Energy shall have completed an inspection of an approved fused service disconnect or circuit breaker installed by the Attaching Entity.
17. **Relocating Attachments**: When moving an Attachment from one location to another, Attaching Entity shall immediately treat all affected holes left in the Pole with industry-acceptable wood preservative and plug all holes left by such Attachments.
18. **Bolts**: No bolt used by Attaching Entity to attach its Communication Facilities shall extend or project more than one inch (1") beyond its nut.
19. **Workmanship**: Attaching Entity shall install and maintain any and all of its Communication Facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the Pole as determined by CPS Energy in its sole discretion.
20. **Attachment Arm**: Communications cables shall be installed without the use of Attachment Arms, extension arms, stand-off brackets or similar hardware, unless otherwise approved in advance by CPS Energy for each Pole. The proposed use of Attachment Arms, extension arms, stand-off brackets or similar hardware by an Attaching Entity shall be identified on the Application for Permit.



## Appendix E: CPS Energy Vertical Clearance Table

**Clearance Adders:** The vertical clearances required by the NESC are the absolute minimum clearance necessary that CPS Energy shall Permit for. To ensure that NESC clearances are met under all reasonably anticipated circumstances, CPS Energy may require additional tolerances for movement and variances in construction to be added to NESC requirements. Clearance values tabulated in this section include CPS Energy adders, unless otherwise noted. (*Note: Adders may be reduced or waived with approval by CPS Energy*)

Voltagess are phase to ground. Clearances below are minimums based on NESC, State Law, with applicable CPS Energy clearance adders.  
(All clearances should be applied under "worst-case" maximum sag conditions.)

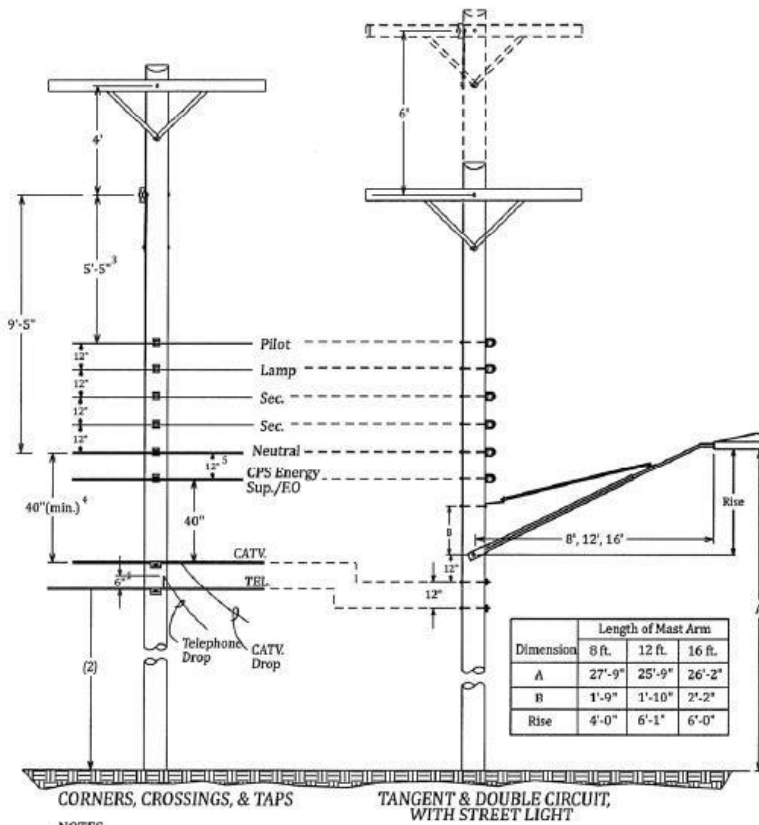
Nature of Surface Beneath Wires	NESC Group II		NESC Group IV	NESC Group VI
	Grounded guys; <sup>4</sup> communication cables meeting 230C1 (ft.)	Neutrals, 230E1 (ft.)	0-750V Service drops; open supply cables meeting 230C3 (ft.)	750V-22kV open supply cables; primary (ft.)
<b>Where wires crossing over or overhang</b>				
1. Track rails of railroads <sup>3</sup>	24.0	27.0 <sup>†</sup>	28.0 <sup>†</sup>	30.0 <sup>†</sup>
2. Bridges or grade separations <sup>7</sup>	30.0 <sup>†</sup>	30.0 <sup>†</sup>	30.0 <sup>†</sup>	33.0 <sup>†</sup>
3. Highways or county roads (State or Federally controlled)	18.0 <sup>††</sup>	22.0	22.0 <sup>†</sup>	25.0 <sup>†</sup>
4. Roads, streets, alleys, or areas subject to truck traffic <sup>1</sup>	18.0 <sup>†</sup>	22.0 <sup>†</sup>	22.0 <sup>†</sup>	25.0 <sup>†</sup>
5. Driveways, parking lots, and alleys not subject to truck traffic	16.5 <sup>†</sup>	22.0 <sup>†</sup>	22.0 <sup>†,6</sup>	25.0 <sup>†</sup>
6. Other land traversed by vehicles, such as cultivated, grazing, forest, orchard, etc.	18.0 <sup>†</sup>	22.0 <sup>†</sup>	22.0 <sup>†,6</sup>	25.0 <sup>†</sup>
7. Spaces or ways, not in streets or alleys, accessible to pedestrians only <sup>2</sup>	11.5 <sup>†</sup>	18.0 <sup>†</sup>	18.0 <sup>†,6</sup>	25.0 <sup>†</sup>
<b>Where wires run along &amp; within the limits of road right-of-way or alleys but do not cross over or overhang the roadway or alley</b>				
8. Roads, streets, or alleys	16.5 <sup>†</sup>	22.0 <sup>†</sup>	22.0 <sup>†,6</sup>	25.0 <sup>†</sup>
9. Roads where vehicle traffic is unlikely	14.5 <sup>†</sup>	22.0 <sup>†</sup>	22.0 <sup>†,6</sup>	25.0 <sup>†</sup>

<sup>†</sup> - State Law<sup>5</sup>      <sup>††</sup> - CPS Energy Std.

**Footnotes**

- <sup>1</sup> "Truck traffic" is defined as vehicles of heights greater than 8 feet.
- <sup>2</sup> "Pedestrian only" is defined as areas where traffic of any mobile unit higher than 8 feet is prohibited by regulations, permanent terrain conditions or otherwise is reasonably unexpected.
- <sup>3</sup> When entering railroad right-of-ways, refer to UP checklist for additional requirements.
- <sup>4</sup> All guys are insulated in accordance with NESC Rule 279.
- <sup>5</sup> Texas Utility Code, § 21.041, TxDOT-Right of Way; Utility Accommodation Rules (Overhead Electric & Communications Lines).
- <sup>6</sup> For service drops of voltages less than 300V (phase to ground), clearance may be reduced to values given in CPS Energy Service Standards.
- <sup>7</sup> TAC Utility Code prohibits line crossings at bridges or grade separations, may be allowed 150 feet from bridge abutment with clearances given.

## Appendix F: CPS Energy Attachment Clearance Requirements



**NOTES**

- 1 This clearance may be omitted if its omission will allow for a shorter pole to be used, provided that the Telephone Company agrees that the drop can be lowered.
- 2 Height at attachment shall include Clearances to the ground plus estimated sag.
- 3 Lamp wires and Secondary are to be removed when possible on conversions or modifications to existing installations.
- 4 This clearance is used when no CPS Energy Supervisory or Fiber Optic cable (Sup./EO.) is present.
- 5 Increase this clearance to 16 inches for ADSS FO cable due to the constant sag characteristics.



## Appendix G: CPS Energy Pole Loading Requirements

1. **Engineering and Planning Qualifications:** Any Pole Loading Analysis (PLA) submitted as part of the Application package shall be signed and ~~sealed~~ by an ~~licensed professional~~ Engineer approved by CPS Energy.
2. **PLA Submittal requirements:** Attaching Entity shall submit PDF copies of the full PLA report for each pole identified as requiring a PLA study pursuant to this Appendix G. Acceptable software for use of PLA will be a commercially available product with general industry acceptance. Should the Attaching Entity utilize a software application that CPS Energy does not possess, Attaching Entity shall make available to CPS Energy at least one software license for CPS Energy use at Attaching Entity's expense.
3. **Pole Loading Parameters:** PLA is to be performed in accordance with the requirements of **Light Wind and Ice** as described the current version of the National Electric Safety Code (NESC) for the San Antonio area. CPS Energy PLA Grade Requirements shall be as follows:
  - **Single Circuit:** NESC Grade C unless required to be Grade B by the current version of the NESC.
  - **Double Circuit:** NESC Grade C unless required to be Grade B by the current version of the NESC. CPS Energy may require Grade B design at "critical" double circuit areas, as identified by CPS Energy
4. **Required conditions for PLA:** CPS Energy will require PLA for the following "worst case" conditions:
  - Poles with angles of greater than 3° (guyed & un-guyed) - single & double circuit
  - Poles with primary spans greater than 200 feet
  - Longest and shortest span within a section (only required for Mass Deployments)
    - Section will be defined as dead-end to dead-end
  - All un-guyed poles with "break-offs"
    - 3 phase primary breakoffs only
  - All CPS Energy and Utility dead-end poles
  - All Poles with CPS Energy 2 & 3 transformer (pot) banks, reclosers, and capacitor banks
  - All Poles less than Class 3
  - All Poles with five (5) or more Attachments, other than primary, secondary and neutral attachments
  - Any critical Pole identified by CPS Energy not specified in categories above, up to ten percent (10%) of total Poles per Application

**Commented [MP42]:** Not sure if this is acceptable according to AT&T and Osmose policies with regard to software licensing.





5. **Reserved Capacity for Proposed Pole Change Outs:** CPS Energy shall require Reserved Capacity for any Pole which may be changed out as follows:
  - Single Circuit: five percent (5%)
  - Double Circuit: fifteen percent (15%)
6. **Pole Loading Analysis Time Limitations:** PLA analysis shall be valid for a time period of no longer than six (6) months from the time of Application submission. After this six (6) month period, a new PLA analysis will be required.

**Commented [MP43]:** Unreasonable in the event that it creates the need for a taller pole than would be necessary otherwise.



---

## Appendix H: CPS Energy Schedule of Pole Attachment Rates, Fees, and Charges

Although CPS Energy is exempt from the definition of the term “utility” that applies to the regulations of the Federal Communications Commission (FCC) relating to pole attachments made by providers of communications services, CPS Energy uses the current FCC formula applicable to providers of telecommunications services. CPS Energy reserves the right to adjust the Schedule of *Pole Attachment Rates* in accordance with any changes in the FCC formula delineated below, and with updated CPS Energy cost information.

### 1. **Application Fee**

The Pole Charge Component is \$8.77 per CPS Energy Pole identified in the Application.

### 2. **Annual Attachment Connection Fee**

The Attachment Connection Fee is the annual rental payment assessed by CPS Energy to each Attaching Entity. The Annual Attachment Connection Fee is determined by CPS Energy for each Attaching Entity by multiplying the Attachment Rate by the total number of Permitted Attachments for the Attaching Entity.

- a) Overlapping an existing Permitted Attachment is not a separate Attachment and will not be subject to a separate Attachment Connection Fee.
- b) Effective January 1, 2016, the Attachment Rate is \$18.76 per Attachment per year and is determined by the following formula:

#### **Attachment Rate Formula for Use of Electric Utility Poles:**

$$\text{Rate} = \text{Space Factor} \times \text{Cost}$$

Where **Cost** =

$$\text{In Urbanized Service Areas} = 0.66 \times (\text{Net Cost of a Bare Pole} \times \text{Carrying Charge Rate})$$

and



### 3. **Unauthorized Attachment Charge**

An Attaching Entity shall pay CPS Energy, in addition to the annual Attachment Connection Fees that would have been payable for such Attachments if they had been Authorized, an Unauthorized Attachment Charge as provided below:

- a) For entities without a valid Pole Attachment Agreement, the Unauthorized Attachment Charge shall be determined to be \$500 per Pole per year for each Unauthorized Attachment.
- b) For Attaching Entities with a valid Pole Attachment Agreement, the Unauthorized Attachment Charge shall be determined to be five (5) times the annual Attachment Rate (in effect at the time the Unauthorized Attachment is discovered) per Pole per year if the Attaching Entity does not have a Permit and the violation is self-reported or discovered through a joint inspection; with an additional sanction of \$100 per pole per year if the violation is found by CPS Energy during any inspection or during Inventory in which the Attaching Entity has declined to participate.
- c) If the date on which the Unauthorized Attachment was made cannot be determined, the Unauthorized Attachment will be assumed to have been installed by the Attaching Entity on the next day following the last completed Inventory, not to exceed five (5) years.

### 4. **Other**

#### a) **Non Responsive to Complex Transfer Process**

Pursuant to Section IV.B.6 of the CPS Energy Pole Attachment Standards, CPS Energy shall levy a penalty of \$350 per Attachment to the Attaching Entity failing to make the Complex Transfer in the required timeframes.

Commented [MP44]: Seems excessive

#### b) **Safety Violation Assessment**

The Safety Violation Assessment is \$1,000 per Safety Violation identified.

Commented [MP45]: Seems excessive, considering how minor some violations can be

#### c) **Tracing Line Ownership Fee**

In the event any Attachment is untagged and CPS Energy must determine the owner's identity to address the repair or maintenance of a CPS Energy Pole, equipment, or facility that CPS Energy cannot undertake absent removal or transfer of said Attachment; CPS Energy shall bill the owner of the Attachment for time reasonably undertaken by CPS Energy to determine the identity of the owner of the Attachments. The Attaching Entity that owns the untagged Attachment shall pay CPS Energy the Tracing Line Ownership Fee of \$150.00 for the first hour plus \$100.00 per hour thereafter. Partial hours shall be rounded up. CPS Energy shall bill the Attaching Entity within thirty (30) days of determining the Attaching Entity's identity.

Commented [MP46]: It would be beneficial to both CPS Energy and AT&T to have a discussion between the field forces to give CPS employees/contractors insight into indicators that would help determine which facilities belong to AT&T.



## Appendix I: CPS Energy Minimum Insurance Requirements

Coverage Required	Limits of Liability and Additional Requirements
A. Workers' Compensation Employers Liability Waiver of Subrogation	Statutory \$1,000,000/\$1,000,000/\$1,000,000 Required
B. Commercial General Liability to include coverage where the exposure exists: 1. Bodily Injury 2. Property Damage 3. Personal/Advertising Injury	Occurrence Basis \$1,000,000/occurrence } Combined \$2,000,000/aggregate } Single Limits
CPS Energy as an Additional Insured	Required
C. Business Automobile Liability to include coverage where the exposure exists: 1. Any Auto 2. All Owned Autos 3. Scheduled Autos 4. Hired Autos 5. Non-Owned Auto 6. Garage Liability	Combined Single Limit for Bodily Injury and Property Damage \$1,000,000
CPS Energy as an Additional Insured	Required
D. Umbrella Liability To include: Employers Liability Commercial General Liability and Business Auto Liability	\$4,000,000/occurrence \$4,000,000/aggregate




**Additional Provisions**

- A. Commercial General Liability Contractual coverage must be provided for the hold-harmless provisions contained in Section IV.D.4.d of these Standards.
- B. Coverage must be sufficient to cover risks as provided for in Section IV.D.4 of these Standards and in the applicable Construction Agreement, whether or not such protection is required by any indemnification or other provision of the Construction Agreement. The limits enumerated in this Appendix I are minimum requirements and shall not be construed as changing or limiting the extent of coverage required elsewhere.
- C. Details of coverage and other necessary information sufficient to certify all insurance requirements of this schedule must be provided on Certificates of Insurance.
- D. Notice of policy cancellation or of a material change must be given to CPS Energy within thirty (30) days of such action.
- E. Renewal Certificates of Insurance must be submitted to CPS Energy for review and approval within a minimum of fifteen (15) days of expiration.
- F. All coverage's must be with companies licensed or qualified to do business in the State of Texas, listed in the current Bests' Key Rating Guide (National or International), with a rating of no less than "A-".
- G. The above requirements represent only the minimum insurance acceptable to CPS Energy and are not intended to represent the maximum risk involved or the maximum liability.



## Appendix J: CPS Energy Notice of Dispute Form

  
**CPS Energy – Notice of Dispute Form**

CPS Energy is committed to reviewing and resolving a dispute of your claim in a fair and efficient manner. If you are disputing CPS Energy's liability decision, you may notify us within five (5) business days of receiving our Collection Notice Letter by completing this form and sending to the Claims Department.

Please complete this form by printing legibly, attaching any new pertinent information to support your dispute, and send to: **CPS Energy Claims Department Maildrop 110902 P.O. Box 1771 San Antonio, TX 78296.**

CPS Energy Claims management may assign the dispute to an internal independent review panel which will provide a *de novo* review of the claim file, including this Notice of Dispute Form, and any supporting documentation you may submitted. CPS Energy will notify you of the **final** determination of liability within thirty (30) calendar days of receipt of this Form.

CPS Energy Claim File Number: \_\_\_\_\_

Name of Company (Attaching Entity): \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Please describe the reason(s) for your dispute and attach any new supporting documents, photographs, and/or diagram.

Dispute Reason(s):

145 Navarro, P.O. Box 1771 San Antonio, Texas 78296



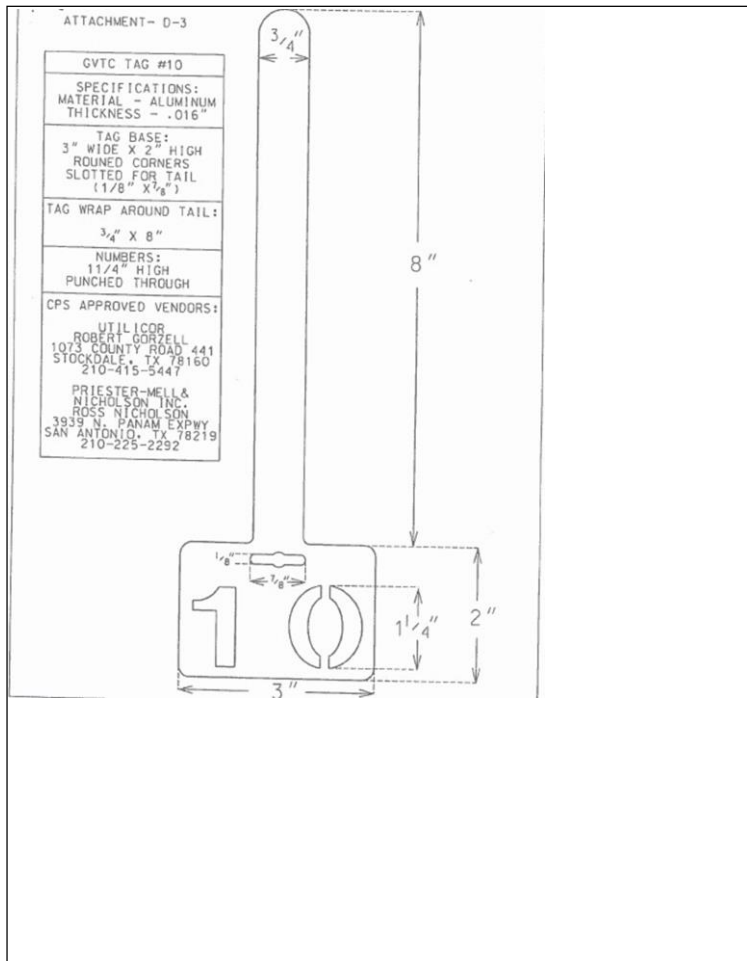
## Appendix K: CPS Energy Pole Attachment List & Detail

### Pole Attachment Tag List

Tag Number	Company Name	Tag Number	Company Name
1	CPS Energy	25	Time Warner Telecom
2	Time Warner Cable	26	Zachary Construction Corp.
3	ATT/SBC	27	Southwest I.S.D.
4	Grande Communication	28	Northeast I.S.D.
5	MCI	29	Qwest Communications
6	COSA Traffic	30	Fiberlight, L.L.C.
7	AT&T Long Distance	31	New Path Networks, L.L.C.
8	Time Warner Telecom	32	Level 3 Communications, L.L.C.
9	Tel-West	33	Schertz-Cibolo-Universal City I.S.D.
10	GVTC	34	American Tower Corp.
11	GVCS	35	Beldon Roofing Company
12	Fort Sam Houston	36	Ancira Winton Chevrolet, Inc.
13	Carrell Communications	37	Texas A&M University
14	Rapid Communications	38	Weatherford Artificial Lift Systems, Inc.
15	VIA Metropolitan Transit	39	Schlumberger Technology Corporation, Inc.
16	Verizon GTE	40	NextEra FiberNet, L.L.C. dba FPL FiberNet
17	Alpheus Communications	41	Zayo Group, L.L.C.
18	Holt Texas LTD dba Holt CAT	42	APOGEE
19	Martin Marietta Materials	43	Windstream KDL, Inc.
20	University of Incarnate Word	44	University Health System
21	Somerset I.S.D.	45	Witte Museum
22	TCG (Houston) AT&T Local	46	Conterra
23	Leon Valley	47	Google Fiber Texas, L.L.C
24	SAWS		

**Pole Attachment Tag Detail**

**Commented [MP47]:** Need to discuss whether AT&T's existing tags are sufficient. AT&T uses these tags across its national footprint. Procuring and maintaining a supply of tags specific to our joint service area with CPS is not desirable.








---

**Appendix L: Reserved for Future Use**



## Appendix M: CPS Energy Equal Employment Opportunity and Anti-Harassment Policy

 **Equal Employment Opportunity and Anti-Harassment Policy**

**Policy Statement:** Promoting dignity and respect for CPS Energy's diverse multicultural and multiethnic workforce is the responsibility of all CPS Energy employees. CPS Energy is committed to providing a work environment free of harassment or discrimination. Harassment, including sexual harassment, undermines the integrity of employment and other working relationships. All employees and persons with business relationships with the company are to be treated with dignity and respect.

**Purpose:** This policy prohibits discrimination, sexual harassment, all other types of harassment and retaliation that is sexual in nature or based on an individual's race, color, religion, sex, age, national origin, gender, sexual orientation, gender identity, disability, genetic information, veteran status which creates an intimidating, hostile or offensive work environment, or which inappropriately and adversely affects an individual's employment opportunities.


**Scope:** This policy applies to all CPS Energy employees, vendors, contractors and customers, as well as anyone with a business relationship with the company.  
It also prohibits harassment at offsite events directly related to the company's business, including business trips and social activities.  
This policy applies, but is not limited, to recruiting, hiring, transfers, promotions, terminations, compensation and benefits, reductions-in-force, disciplinary actions, work assignments, and company-sponsored events.

**Prohibited Conduct:** Prohibited conduct includes actions that are sexual in nature or based on an individual's race, color, religion, sex, age, national origin, gender, sexual orientation, gender identity, disability, genetic information, veteran status and other basis prohibited by law. Following are descriptions of conduct prohibited under this policy:

<b>Discrimination</b>	Unequal treatment based on race, color, religion, sex, age, national origin, gender, sexual orientation, gender identity, disability, genetic information or veteran status. This policy prohibits supervisors or managers from basing employment decisions – such as an employee's work assignments, performance evaluations, or promotions – on the characteristics listed in the preceding paragraph.
<b>Sexual Harassment</b>	Unwanted sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when: <ul style="list-style-type: none"> <li>• Submission to such conduct is an explicit or implicit term or condition of employment or</li> <li>• Submission to or rejection of such conduct is used as a basis for employment decisions affecting such an individual or</li> <li>• The conduct has the purpose or effect of interfering with work performance or creating a hostile, intimidating or offensive work environment.</li> </ul> Sexual harassment typically involves severe or pervasive conduct. This policy prohibits males from sexually harassing females or other males and females from sexually harassing males or other females.

Page 1 of 4



  
**Equal Employment Opportunity and Anti-Harassment Policy**

Harassment	<p>Unwelcome verbal or non-verbal (physical and visual) conduct based upon race, color, religion, sex, age, national origin, gender, sexual orientation, gender identity, disability, genetic information or veteran status</p> <p>Any behavior or comment that creates a hostile, intimidating or offensive work environment or which adversely affects an individual's employment</p> <p>Harassment can take a variety of forms, may involve CPS Energy employees in any position and at any level of responsibility (for example, peer to peer, supervisor/ manager to subordinate, and subordinate to supervisor/manager).</p> <p>It can occur between individuals of the same protected category (for example, members of the same race or gender can harass each other).</p>
Hostile Work Environment	<p>Conduct that unreasonably interferes with work performance or creates an intimidating or offensive work environment.</p> <p>A hostile work environment under the law is determined by all circumstances, which may include the frequency of the conduct, its severity or whether it is physically threatening or humiliating.</p> <p>Although isolated incidents generally are not sufficiently severe and pervasive to violate the law, a pattern of such incidents may be unlawful.</p>
Retaliation	<p>Unequal treatment or harassment because an employee has made a good-faith report of harassment or has cooperated with or participated in an investigation conducted under this policy.</p> <p>Retaliation includes both adverse employment decisions, such as demotion, suspension, or denial of an employment benefit, and informal retaliatory conduct, such as ignoring or excluding an individual from normal interaction.</p>
Other Prohibited Conduct	<p>Unwelcome or offensive conduct that could lead to harassment or a hostile work environment. Following are examples of conduct that is prohibited under this policy:</p> <ul style="list-style-type: none"><li>• Derogatory or disparaging comments, epithets, slurs, graffiti, jokes, cartoons, email or voicemail messages, graphic material;</li><li>• Slogans, stickers, posters, clothing, etc. making reference to stereotypes of protected categories;</li><li>• Displaying sexually suggestive or lewd objects, pictures, drawings, graffiti; or making comments, actions, gestures or sounds; or unwelcome flirtations, advances and propositions;</li><li>• Lewd or sexually graphic or intrusive questions or comments;</li></ul>

Page 2 of 4



**CPS ENERGY**

**Equal Employment Opportunity and Anti-Harassment Policy**

	<ul style="list-style-type: none"> <li>• Unwelcome, offensive physical contact such as touching, hugging, kissing, patting, pinching, assault, or impeding or blocking movements;</li> <li>• Sexually derogatory or disparaging comments, graffiti or graphic material, including e-mail;</li> <li>• Sexually profane, abusive, demeaning or vulgar language, and</li> <li>• Threats of a sexual nature or intimidation based on sex.</li> </ul>
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Reporting a Complaint:**  
For CPS Energy to correct the behavior, the company must know about it. Therefore, it is essential that complaints be made in a timely manner to ensure prompt resolution.

If you believe you have been:

- Discriminated against
- Sexually harassed
- Harassed for any other reason
- Witnessed discrimination or harassment, or
- Retaliated against

You must **immediately** notify **any** of the following individuals:

- Supervisor (if the alleged offender is your supervisor, report the behavior immediately to any of the other individuals listed.)
- Department or division management
- Any member of HR Employee Relations
- Employee Relations direct line, (210) 353-3996
- CPS Energy Hotline, (888) 255-8144

Employees are strongly encouraged to report **any** perceived harassing behavior immediately so that CPS Energy can stop harassment before it becomes severe or pervasive.

**Supervisor Responsibility:**  
Supervisors or managers must promptly notify HR Employee Relations staff if they:


- Receive a complaint of discrimination or harassment;
- Receive information concerning possible discrimination or harassment; or
- Observe conduct that may be discrimination or harassment.

**Investigations:**  
HR Employee Relations staff will promptly investigate complaints. If you reported your complaint to your supervisor, area manager, CPS Energy Hotline, or any HR staff not in Employee Relations, your report will be forwarded to CPS Energy HR Employee Relations staff immediately to begin the investigation.

CPS Energy Employee Relations staff will conduct a reasonable and thorough investigation in as confidential a manner as possible.

Page 3 of 4



  
**Equal Employment Opportunity and Anti-Harassment Policy**

Because CPS Energy will need to investigate the complaint, it is critical that the complainant and witnesses cooperate with the investigation by agreeing to an interview and providing as much information as possible. All employees are required to cooperate with any investigation, maintain confidentiality and be truthful at all times. Failure to do so may result in corrective action up to and including termination.


If the allegations are brought by or involve a third party, such as a contractor or vendor, CPS Energy will cooperate with the employer of the third party. In this regard, CPS Energy may take any remedial action it deems appropriate.

If after reporting the harassment or offensive behavior, no investigation occurs (e.g. you are not promptly interviewed by CPS Energy Employee Relations staff), or the behavior does not stop at once, report the discrimination or harassment to another person designated on the list in the Reporting a Complaint section.

Prompt corrective action will be taken for violations of this policy, whether it involves harassment between co-workers, by managers or supervisors or by customers, vendors, or other third parties doing business with CPS Energy.

Any substantiated violation of this policy may result in corrective action up to and including termination.

**Resolution of Complaint:** Employees making a complaint or report will be notified at the investigation's conclusion. If harassment, discrimination, or retaliation occurs after the complaint, the employee should immediately notify the supervisor, department or division management, Employee Relations staff, Employee Relations direct line, or CPS Energy Hotline.


**Approval:**   
Paula Gold-Williams  
Group EVP, Financial & Administrative Services

**Date:** 10/26/15

**Policy Effective Date:** 10/1/15



## Appendix N: CPS Energy Information Systems Use Policy

 Information Systems Use Policy

**Policy** CPS Energy requires employees to use information systems constructively, respectfully and responsibly. Employees should maintain a work environment free of harassment and inappropriate behavior. All information created, stored or transmitted on CPS Energy information systems are the property of CPS Energy; employees do not have the expectation of privacy.

Nothing in this policy is intended to interfere with an employee's rights under any applicable federal and state law.

**Purpose** The purpose of this policy is to ensure employees understand the importance of proper use of information systems, including social media, smartphones, and tablets.


**Scope** This policy applies to all employees, including temporary employees, and contractors.

**Definition:**

<b>Term</b>	<b>Definition</b>
Social Media	Internet and mobile-based tools used for sharing information and interacting with others; some examples: Twitter, Facebook, LinkedIn, YouTube, Flickr, weblogs, podcasts, wikis, forums, chat rooms and message boards.
Information System	Any combination of information technology that supports business operations, management and decision making. This includes but is not limited to computers/servers, smartphones, tablets, business applications (SAP and email) and telephony systems.
Smartphone	A cellular device with built-in applications and Internet access. These devices provide a digital voice service, text messaging, e-mail, still and video cameras, and other applications. The term smartphone include devices such as a Blackberry, iPhone, etc.
Mobile Device Management (MDM)	An application used to remotely managed and monitor smartphones.

Page 1 of 5



 **Information Systems Use Policy**

<b>Apple ID</b>	An ID tied to an Apple Smartphone which is required to download or purchase apps from the app store.
<b>Un-Authorized Devices</b>	Any device that is connected to a CPS Energy computer, network, or information system that has not been approved by Management. Such devices may include, but are not limited to un-approved USB storage devices, wireless routers, or Portable Music Players
<b>Use of Company Information Systems</b>	<p>Employees should act with integrity and respect when using Company information systems.</p> <p>Proper Use of E-mail – Employees (and authorized Contractors) should exercise good judgment in sending e-mail. E-mail is not secure, is discoverable in litigation and often is subject to open records requests.</p> <p>Proper Internet Usage – Only employees (and authorized Contractors) may use Company information systems to access on-line services and the Internet. Employees must:</p> <ul style="list-style-type: none"><li>• Maintain password confidentiality; not share it with others without Enterprise Information Technology (EIT) or Enterprise IT Security (EITS) approval</li><li>• Respect laws related to material copyrighted or patented, trademarked or otherwise considered intellectual property</li><li>• Load software, freeware or shareware on Company information systems only with authorization from EIT and supervision</li></ul>
<b>Use of Social Media by CPS Energy</b>	<p>CPS Energy uses social media to promote Company products and services to customers, and to:</p> <ul style="list-style-type: none"><li>• Communicate with customers about CPS Energy services</li><li>• Educate customers about the Company</li><li>• Provide timely updates during inclement weather and emergencies</li></ul>
<b>Representing CPS Energy on Social Media Sites</b>	<p>Only persons designated by CPS Energy are allowed to represent CPS Energy on social media sites. Contact Corporate Communications for guidance.</p> <p>CPS Energy employees who represent the Company in the public domain must ensure their profile and related content remains professional and is consistent with CPS branding.</p>

Page 2 of 5



Information Systems Use Policy

**Employee Participation in Social Media**

CPS Energy recognizes that social media and emerging technologies are changing the methods people use to communicate and collaborate. Employees should remember that the Web is an open technology and an individual's identity can be revealed and traced back to its author.

Employees engaging in social media conversations about CPS Energy must:

- Disclose he/she is an employee of CPS Energy and describe his/her role at the Company; temporary or contract employees must disclose their relationship to CPS Energy
- Include a disclaimer such as "This is my opinion and doesn't necessarily reflect the position of CPS Energy," unless one is an official Company spokesperson; without such clarification, even when posting as an individual, people may perceive an employee to be posting on behalf of the Company
- Act responsibly and ethically
- Protect confidential information
- Refrain from disparaging CPS Energy, its employees, supervision and customers
- Refrain from engaging in bullying, vulgar or abusive language, personal attacks, or use offensive or discriminatory terms toward specific groups or individuals
- Refrain from posting video, photos or other media that may be perceived as vulgar, confrontational or discriminatory
- Respect copyright and fair-use laws; always cite sources and, when possible, link back to the information being shared
- Never use a CPS Energy e-mail address, phone number or contact information; only use a personal screen name, title, or e-mail address
  - Exceptions: CPS Energy contact information may be used for sites related to professional organizations and/or professional networking, such as LinkedIn

CPS Energy employees are encouraged to use privacy settings that will protect their personal information.


**Protecting Confidential Information**

To protect CPS Energy confidential information, it is important that employees:

- Never disclose business confidential or proprietary financial or operating information related to CPS Energy
- Do not post video, photos or other media that displays CPS Energy facilities, property or personnel without written approval from Corporate





 **Information Systems Use Policy**

---

**Communications**

- Never share information about CPS Energy customers
- Do not disclose personal information, including a photo or likeness, of customers or employees without their written permission
- Do not use CPS Energy's logo or other copyrighted information

**Personal Use of Company Information Systems:** Company information systems, social sites, smartphones, and tablets may be used by employees for reasonable personal use, unless prohibited by their supervisors, and provided that such use does not:

- Interfere with CPS Energy business or productivity
- Violate any Company policies or laws
- Result in financial cost to CPS Energy

**Inappropriate Use of Information Systems:** The following are some examples of the inappropriate use of CPS Energy information systems:

- Hacking into computer systems or possession of hacker tools
- Managing a personal business or using for personal gain
- Searching for employment outside CPS Energy
- Sending chain letters, soliciting money or other contributions
- Removing communications equipment without authorization
- Attaching un-authorized devices to CPS Energy computers; such devices may include un-approved USB storage devices, wireless routers, or portable music players
- Deleting work products prior to termination
- Bullying, harassing or discriminating behavior accessing, sending or soliciting sexually oriented messages, images or prohibited websites

**Monitoring of Social Media and E-mail:** As with e-mail, an employee's use of social media is subject to monitoring and CPS Energy reserves the right to remove or report inappropriate content, including that of CPS Energy employees.


**Use of Company Smartphones:** All CPS Energy issued iPhone's will come with the MDM application preinstalled. This application comes with its own set of security and technical device policies. These technical policies are a requirement for all personnel using CPS Energy issued smartphone's and can only be changed by MDM administrators.

This will ensure the confidentiality, integrity and availability of CPS Energy data and device.

Personnel with a CPS Energy-issued smartphone may not:

Page 4 of 5



 **Information Systems Use Policy**

- Connect the smartphone to non CPS Energy issued computers.
- Use a personal Apple ID or a personal email to create an Apple ID; all Apple IDs must be tied to a CPS Energy email.
- Use CPS Energy P-Cards to purchase applications, music, or movies.

**Use of Third Party Applications on Smartphones:** CPS Energy is responsible for the support of approved third party applications. A complete list of approved applications can be found in the MDM application.

**Reservation of Rights:** CPS Energy reserves the right to wipe any and all data from a company-issued device at any time without prior notice. The device will then be restored to factory and corporate default settings.

**Lost and Stolen Devices:** Personnel must immediately contact the EIT Service Desk at ext. 2020 (210-353-2020), in the event their device smartphone is lost or stolen. This will ensure the device is wiped in accordance with internal security protocols.

**Reporting Concerns:** Employees should report violations of this policy to their supervisor, Human Resources or the Ethics Hotline, 1-888-255-8144.

**Corrective Action:** Failure to follow this policy will result in corrective action up to and including termination.

**Approval Date:** 7/23/2014

**Effective Date:** 7/24/2014

Page 5 of 5



## Appendix O: CPS Energy Tree Trimming Specifications

### I. GENERAL

- 1.0. The Contractor shall (except as otherwise provided for in the Specifications) furnish the materials, supplies, labor, equipment and perform the Services for tree- and brush-cutting maintenance, including, but not limited to, pruning or removal of branches or entire trees, chemical treatment and right-of-way clearing to protect electrical conductors and other CPS Energy equipment from vegetation interference and physical access restriction (i.e., bucket truck access, etc., via pathways or roads).
- 2.0. All materials which are removed, or which are subject to being removed from various locations under the scope of this Contract, shall become the property of the Contractor at the time the materials are first handled by Contractor in connection with said Services.

### II. SCOPE OF SERVICES

#### 1.0 SCOPE

- 1.1. Application. This Specification covers the minimum acceptable requirements for contract tree-care operations on CPS Energy electric and gas easements and rights of way in order to provide line-clearance and access to facilities.
- 1.2. Applicable Standard. Tree-care operations covered by this Specification shall be performed in accordance with the national standards listed below, except where it conflicts with the requirements of this Specification. The order of precedence shall be this specification, then the following standards:
  - 1.2.1. ANSI Z133.1: Safety Requirements for Tree-Care Operations: Pruning, Trimming, Repairing, Maintaining, and Removing Trees; and Cutting Brush.
  - 1.2.2. OSHA 1910.269: Training Requirements for Line-Clearance Tree Trimmers (LCTTs) and Trainees regarding training, first aid/CPR, job briefing, personal-protection equipment, materials handling and mechanical equipment.
  - 1.2.3. OSHA 1910.333: Electric Safe Work Practice- Standard for climbers or aerial lift operators for utility or line-clearance contractors, or other non-LCTTs who work within 10 feet of wires.
  - 1.2.4. ANSI A300: Standard Practices for Trees, Shrubs and Other Woody-Plant Maintenance.



1.2.5 "Pruning Trees Near Electric Utility Lines: A field Pocket Guide for Qualified Line-Clearance Tree Workers;" by Dr. Alex L. Shiga.

- 1.3 **Application of Herbicides.** Any person supervising the application of herbicides for the purpose of clearing vegetation from CPS Energy property (including easements) shall possess all necessary Federal, State and/or local authorizations. For example, the Contractor, when required by law, shall possess a valid Texas Department of Agriculture (TDOA) certified Applicator's License, and/or a valid license from the Texas Structural Pest Control Board (TSPCB).

Chemical herbicides shall be applied according to approved TDOA and TSPCB regulations and procedures. Standard safety and health practices shall also be followed during applications. Care shall be taken to avoid contamination of any surface or ground waters, or of any private property adjacent to CPS Energy properties or easements.

**2.0 PERFORMANCE REQUIREMENTS**

- 2.1 **General.** The Contractor shall be responsible for tree and brush maintenance, to include removal of branches or entire trees as provided herein, and right-of-way clearing to protect electrical conductors and equipment from tree interference and physical access restriction (i.e., bucket truck access, etc. via pathways or roads). Contractor shall utilize all accepted arboricultural pruning practices as described below and in the ANSI A300 standard.
- 2.2 **Notification.** Contractor shall distribute CPS Energy-approved door notification fliers on each property prior to initiating work; this notification shall be a minimum of three and a maximum of fifteen working days prior to work initiation. Direct customer contact, by means of a courtesy door knock, shall be attempted before entering the customer's property or before trimming is begun on adjacent property. Every attempt will be made to respect the customer's private property rights while performing line-clearance Services.
- 2.3 **Customer Refusal.** All customer refusals to allow proper trimming shall be referred to the Contractor Crew Supervisor at the end of each workday. If Contractor Supervision is unable to secure permission to trim, the proper CPS Energy "Refusal" document shall be completed and submitted to the CPS Energy Inspector within 48 hours for action and follow-up.
- 2.4 **Clearance.** The Contractor shall provide minimum tree-to-conductor clearances of three (3) feet on service drops, ten (10) feet on distribution conductors, and twenty-five (25) feet on transmission conductors. Specific tree-specie growth rates are to be taken into consideration when determining clearances (fast growth rate - more clearance required). "Cycle-buster" trees (willow, chinaberry, etc.) under circuit feeder/backbone lines will be given targeted focus for total removal.



2.5 Pruning/Cutting Requirements. The following practices shall be utilized (Reference: ANSI A300; Shigo Pruning Guide):

- Techniques consistent with the practices of natural, lateral and drop-crotch pruning shall be utilized;
- Cuts are to be made back to the main stem or to a branch which is at least one-third the diameter of the portion being removed. Stub-cuts are not allowed without prior CPS Inspector and customer discussion;
- Living branches shall be removed by making cuts as close as possible to the outer branch collar. Dead limbs shall be cut as close as possible, but not into the living tissue that surrounds the dead branch at the base;
- Precautions shall be taken to avoid stripping or tearing of bark when making the final pruning cuts on limbs;
- A minimum of cuts should be utilized to achieve required clearances;
- All limbs which appear structurally unsound and could come in contact with primary or secondary lines if broken or hinged down, shall be removed or cut back to a suitable lateral;
- Aesthetics of streetside and high-visibility trees shall be considered when determining the location of final pruning cuts. Trees requiring major or drastic pruning shall be discussed with the property owner or CPS Energy Inspector prior to initiating work;
- All dead branches overhanging or leaning towards primary conductors shall be removed;
- Contract crews shall adhere to all CPS Energy and municipal oak-wilt suppression requirements. All oak wounds are to be painted before leaving each tree; tools are to be disinfected with an approved sterilant solution after pruning any oak within one mile of an oak-wilt center. (See Exhibit C, titled "Oak Wilt Suppression Procedures," for additional requirements.)

2.6 Tree Removal. An effort shall be made to remove all fast or tall-growing trees directly below primary conductors and to treat the stump with an approved herbicide; but, in no instance, shall a tree be removed without first obtaining written permission from the owner. Contractor shall follow all requirements of the City of San Antonio Tree Preservation Ordinance when removing trees from public rights of way in commercial or designated Historic Districts (removals > 6 inches diameter at breast height require a City permit).

2.7 Material Removal and Management. Immediately after completion of the work at each location, the Contractor shall remove all equipment and manage all brush, vegetation and debris in conformity with all applicable Federal, State and City ordinances and regulations.

When feasible, and without additional cost to CPS Energy, Contractor is encouraged to facilitate the use of, rather than the disposal of, the vegetative material which results from line-clearance activities. Such facilitation may be in the form of directing the material to composting operations rather than to disposal facilities; minimizing the number of logs



which are mixed with the chipped material; uniformly chipping the material to the finest size of chips Contractor's equipment is capable of producing, etc.

2.7.1 Management Facility Site. The Contractor shall be responsible for providing CPS Energy a list of brush-management facilities to be used by Contractor in the performance of the work. These facilities shall be strategically located in the CPS Energy service area so that travel time to and from the job will be kept to a minimum. Contractor shall secure CPS Energy's written approval of such facilities prior to receipt by those facilities of brush and any other vegetation. Any facility used to dispose of material from CPS Energy line-clearance activities shall be properly permitted and zoned to receive such material. Documentation of that fact shall be provided to CPS Energy prior to use of any such type of facility. Any modifications or additions to the list will be submitted in writing to CPS Energy for approval prior to use of new management facilities.

Dumping charges associated with the disposal of brush and any other vegetation, if applicable, shall be reimbursed by CPS at actual cost provided Contractor furnishes CPS with the receipts to verify actual costs.

2.7.2 Trips. All trips to management facilities shall be made by only a minimum number of personnel. In the case of a manual crew, only the driver shall go. In the case of a bucket crew, brush will be picked up and taken to the facility by the follow-up chipper crew. In either case, work will continue for the trimmer crew.

2.8 Safety. All work shall be performed in accordance with established safety practices, including, but not limited to, those specified in ANSI Z133.1. The Contractor shall be solely and completely responsible for conditions on the jobsite, including the safety of all persons and property during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. CPS Energy's evaluation of Contractor performance is intended to include review of the adequacy of the Contractor's safety measures in, on or near the work site. The Contractor is to provide and use all protective equipment necessary for the protection of Contractor's employees and general public, and to guard against interfering with the normal operation of CPS Energy facilities. Contractor shall meet all training and certification requirements outlined in OSHA 1910.269.

2.9 Service Interruption. In the event of a service interruption to a customer caused by a Contractor's crew in the performance of work, said crew shall immediately notify CPS Energy System Operations at 227-1743, giving the location and nature of the trouble. The Inspector shall also be notified within one (1) hour.



**OAK WILT SUPPRESSION PROCEDURES**

**Introduction**

Oak wilt is a very serious fungal disease which is killing oaks in central Texas at epidemic proportions. The fungus invades and plugs the water and nutrient transport systems in the tree and almost always causes death. All oaks are susceptible, especially red oaks (Spanish, Shumard, Blackjack) and live oaks. White oaks (Post, Bur, Chinquapin) are resistant and normally survive.

**How Oak Wilt Spreads**

Oak wilt can be carried by insects from an infected red oak to fresh wounds on an uninfected oak, or, in the case of live oaks, it may spread through interconnected root systems at over 100 feet per year.

**Preventative Measures To Be Taken On All Oaks (CPS & Contractors)**

Avoid pruning or wounding any oaks unless absolutely necessary.  
If pruning is required, request assistance as soon as possible from the CPS Tree & ROW Maintenance Section or one of the Inspectors listed below.  
Any pruning wounds or damage caused by equipment (trucks, diggers, trenchers, backhoes, etc.) must be painted immediately, within a minimum of thirty minutes. This includes any cracked or ripped limbs and wounds to trunks, limbs or root flares which may have been damaged by passing equipment. **The revised City of San Antonio Tree Preservation Ordinance has a requirement that all wounds to oak trees be painted within thirty minutes.**  
Within a known infection center, all tools must be disinfected with a 10% Clorox and water solution or Lysol spray before using these tools on any other oak tree.

**Requests for Assistance From the Tree & ROW Maintenance Section**

When assistance is required, please provide as much notice as possible or call as soon as damage occurs. Contact names and numbers are listed below:

	Office	Radio#	Cellular
Section Office	353-3593	2400	
James F. Koenig	353-3798	2401	844-5457
Terri Minnia	353-5871	2405	394-3580
Margie Regalado	353-5218	2403	394-3579
Clyde Stroud	353-5870	2404	394-3578
John Gutierrez	353-5872	2402	275-6935
Sid Bonilla	353-5243	2407	287-9767



<u>Municipalities With Oak Wilt Ordinances</u> (as of October 2009)	
<u>Alamo Heights</u> (Ord. 1363)	<u>Public Works Director</u> 6116 Broadway 826-0516
<u>Balcones Heights</u> (Ord. 16-96)	<u>City Administrator</u> 3300 Hillcrest 735-9148 ext. 227
<u>Castle Hills</u> (Ord. 789)	<u>City Manager</u> 209 Lemmonwood Dr. 342-2341
<u>Fair Oaks Ranch</u> (Ord. 113.0)	<u>City Supervisor</u> 7286 Dietz-Elkhorn Road 698-0900
<u>Garden Ridge</u> (Ord. 71)	<u>Director of Public Works</u> 9537 Schoenthal 651-6632
<u>Helotes</u> (Ord. 120)	<u>Building Development Permits</u> 12951 Bandera Rd. 695-8877
<u>Hill Country Village</u> (Ord. 729)	<u>City Administrator</u> 116 Aspen Ln. 494-3671
<u>Hollywood Park</u> (Ord. 585)	<u>City Secretary</u> 2 Mecca Dr. 494-2023 ext 21
<u>San Antonio</u> Ord 97332 ArticleVIII 21-170	<u>CoSA Arborist</u> 114 W. Commerce St. 207-8053
<u>Schertz</u>	<u>No oak wilt ordinance; but have tree preservation measures in their Unified Development Code</u>
<u>Selma</u>	<u>No oak wilt ordinance, but have a requirement to attain a permit from City Hall prior to any work being performed within their boundaries.</u> Selma City Hall, 9375 Corporate Dr. 651-6661
<u>Shavano Park</u> (Ord. 600-137-04)	<u>Director of Water Utility</u> 900 Saddletree Court 493-3478
<u>Terrell Hills</u> (Ord. 953)	<u>City Manager</u> 5100 N. New Braunfels 824-7401





**This Page is Intentionally Blank**