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DOCKET# 43453

DOCUMENT# 224909

December 16, 2025

Re: Docket No. 43453: Generic Proceeding to Implement House Bill 244

ORDER ON PETITION OF GEORGIA ELECTRIC MEMBERSHIP CORPORATION AND 38 OF ITS ELECTRIC MEMBERSHIP CORPORATION MEMBERS

I. STATEMENT OF PROCEEDINGS

A. Background

On November 19, 2025, the Georgia Public Service Commission issued its Procedural and Scheduling Order ("PSO") in the above-styled docket pursuant to its authority under O.C.G.A. § 46-3-200.4 to determine the rates, fees, terms, conditions, and specifications in any pole attachment agreement entered into by a communications service provider and an electric membership corporation ("EMC") on or after July 1, 2021, in the absence of mutual agreement of the parties.[1] *See* O.C.G.A. § 46-3-200.4(b) and (e).

As outlined in the PSO, on September 8, 2020, consistent with O.C.G.A. § 46-3-200.4(b), the Commission adopted rules prescribing the process for making this determination that provides all interested parties the opportunity to be heard and to present evidence. Ga. Comp. R. & Regs. R. 515-12-1-.36. On December 30, 2020, the Commission issued an Order Implementing House Bill 244 (the "2020 Order"). In the 2020 Order, the Commission adopted (a) the terms and conditions; (b) a pole attachment rate for those portions of the state designated as "served" on the Georgia Broadband Map of $27.71, otherwise known as the "Georgia Rate," and (c) a pole attachment rate for those portions of the state designated as "unserved" on the Georgia Broadband Map of $1.00 (the "One Buck Deal"). *See* Order Implementing House Bill 244, Docket No. 43453, Dec. 30, 2020. The Georgia Rate remains in effect until July 1, 2026, and the One Buck Deal for unserved areas that meet the specified conditions remains in effect until July 1, 2027. The Commission found this rate to be just, reasonable, nondiscriminatory, and commercially

[1] This determination does not include the three EMCs serving as Tennessee Valley Authority distributors in Georgia, and it does not apply to joint use agreements.

reasonable. To enable the Commission to adopt updated pole attachment rates, fees, terms, conditions, and specifications by July 1, 2026, the Commission published a schedule in the PSO as follows:

November 26, 2025: GEMC was required to file its Petition requesting any changes to pole attachment rates, fees, terms, conditions, and specifications no later than 4:00PM.

December 1, 2025: GEMC was required to file direct testimony of its witnesses no later than 4:00PM. Intervenors were required to file motions to intervene no later than 4:00PM.

December 5, 2025: Intervenors could file direct testimony no later than 4:00PM.

December 11, 2025: GEMC was required to file rebuttal testimony no later than 4:00PM.

December 16, 2025: Following the Commission's Administrative Session at 9:30AM on December 16th, and continuing as necessary, the Commission conducted hearings on the applications to intervene, objections thereto, and any appropriate motions concerning any of the pre-filed testimony.

B. Interventions

Ringgold Telephone Company, Inc. ("RTC") filed a Petition to Intervene on December 1, 2025. RTC did not file testimony and did not object to the proposals contained in GEMC's petition and testimony.

C. Hearings and Pleadings

On December 1, 2025, GEMC filed the direct testimony and exhibits of Rene Smith.

The Commission held hearings in this proceeding on December 16, 2025. Witness Smith's pre-filed testimony was stipulated into the record by all parties without objection. A final decision in this proceeding was rendered at the Commission's regularly scheduled Administrative Session.

D. Issues for determination

Issue 1: *Whether the Georgia Rate based on the Georgia Formula as adopted by the Commission in 2020, shall be extended for a term of seven years commencing July 1, 2026, with the yearly addition of the then-applicable Handy- Whitman Index starting on January 1, 2027, and the removal of the new One Buck Deals after July 1, 2026, and remain effective thereafter until and unless, upon the petition of a party.*

GEMC proposed that the Commission extend the Georgia Rate based on the Georgia Formula as adopted by the 2020 Order for a term of seven years, beginning on July 1, 2026, with such Georgia Rate to be adjusted annually by the yearly addition of the then-applicable Handy-

Whitman Index ("HWI") starting on January 1, 2027. In support, GEMC testified that the incorporation of the HWI—a cost index specifically designed for the public utility construction industry, which is semi-annually published by Whitman, Requardt & Associates—would allow the EMCs to capture increased costs described in GEMC's petition and ensure that the Georgia Rate remains just, reasonable, nondiscriminatory, and commercially reasonable going forward.

GEMC also proposed that the One Buck Deal no longer be available in Pole Attachment Agreements entered into or automatically renewing on or after July 1, 2026, and that, effective July 1, 2026, applications for the One Buck Deal no longer be granted under any existing agreement except for those entered into between June 1, 2024 and December 1, 2025. However, for attachments already receiving the One Buck Deal attachment rate on or before July 1, 2026, and for eligible attachments granted the One Buck Deal under the initial term of a Pole Attachment Agreement entered into between June 1, 2024 and December 1, 2025, GEMC proposed honoring the six years of the $1.00 per pole per year rate according to the applicable contract terms, subject to the right of either party to terminate the Pole Attachment Agreement at the end of its initial term.

Issue 2: *Whether modifications and additions to the terms and conditions should be added to the Commission's Pole Attachment Regulations, Exhibit A to the 2020 Order.*

GEMC proposed five modifications to the terms and conditions set forth in the Commission's Pole Attachment Regulations, Exhibit A to the 2020 Order (the "Regulations"), and the addition of one term.

As to modifications, GEMC first proposed amending Section 2(f) of the Access and Removal provision to include the following language: "If a Pole Owner fails to act on a Pole Attachment application and the Attaching Entity, with a fully executed Pole Attachment Agreement, makes a request in writing to the Pole Owner, the Pole Owner shall provide, in writing within 10 days, the specific basis for the failure to act on the Pole Attachment application. If a Pole Owner denies a Pole Attachment application of an applicant with a fully executed Pole Attachment Agreement, the basis for the denial shall be issued in writing simultaneously with any denial." Petition, Exhibit B at 6.

Second, GEMC proposed amending Section 6 of the Access and Removal provision to include the following language: "Unless rendered impossible due to circumstances beyond the Attaching Entity's reasonable control, in any instance where a Pole Owner requests that an Attaching Entity perform work on its Pole Attachment(s) to allow a Pole Owner to move its facilities underground and the Attaching Entity fails to either abandon the Pole or move its facilities underground within one hundred eighty (180) days of proper notice from the Pole Owner, the Pole Owner shall have the right to perform the work without further notice to the Attaching Entity and in coordination with the Attaching Entity and charge the Actual Cost of the work plus the Imposition Fee to the Attaching Entity. The Attaching Entity will indemnify, defend, and hold Pole Owner harmless against all claims relating to the transfer of its equipment within this time." Petition, Exhibit B at 11.

Third, GEMC proposed amending Section (d) of the Prohibition against Redundant Poles provision to read as follows: "If an Attaching Entity fails to timely remove its Pole Attachments

and/or Overlashing from a Pole Owner's abandoned pole and (i) a redundant pole with sufficient capacity to support the Pole Attachments and/or Overlashing exists nearby or (ii) the Pole Owner has moved its facilities underground and provided one hundred eighty (180) days' notice as specified in Access and Removal, Section 6, legal title to the abandoned pole, and all associated responsibilities and liabilities, shall transfer, if notice is given by the Pole Owner, on the sixty-first (61st) day after the Pole Owner's abandonment notice (or one hundred ninety-sixth (196th) day for poles where Pole Owner has moved its facilities underground), on a pro-rata basis, to all entities with Pole Attachments and/or Overlashing remaining on the abandoned pole. Petition, Exhibit B at 14."

Fourth, GEMC proposed amending Section (e) of the Prohibition against Redundant Poles provision to include the following language: "In the event the Pole Owner does not invoke the ownership transfer provision set forth above, any Attaching Entity that has failed to timely transfer shall pay to the Pole Owner a $100 per month fee for every month until the Pole Attachment and/or Overlashing is removed starting at the expiration of the applicable time period. The Attaching Entity shall have sixty (60) days from the date of the Pole Owner's invoice to pay the invoice. Any invoice not timely paid shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law." Petition, Exhibit B at 14.

Fifth, GEMC proposed amending the Interest Rates applicable in new Pole Attachment Agreements to establish an interest rate of 1.5% per month, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. Petition, Exhibit B at 5-6, 11, 12, 14, 16.

GEMC also proposed the addition of one term related to National Joint Utilities Notification System ("NJUNS") tickets, as follows: "Attaching Entities shall be diligent in performing work and closing NJUNS tickets only after work is complete. If a Pole Owner receives notice that an NJUNS ticket has been closed and attempts to verify that safety concerns specified in the NJUNS ticket have been addressed or Pole Attachments have been transferred as specified in the NJUNS ticket, only to discover that work by the Attaching Entity has not been completed in accordance with the NJUNS ticket and the NJUNS ticket was closed in error, the Attaching Entity shall pay the Pole Owner a fee of $500 for each NJUNS ticket closed in error. Such penalty shall be imposed by a Pole Owner only upon demonstration by the Pole Owner that it imposes the same penalties on all third-party attachers including, notwithstanding any other provision of this Order, joint-use attachers. All such invoices that are not paid within sixty (60) days shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law." Petition, Exhibit B at 15-16.

I. JURISDICTION

The Commission has general jurisdiction to determine the rates, fees, terms, conditions, and specifications in any pole attachment agreement entered into by a communications service provider and an EMC on and after July 1, 2021, provided that an EMC and a communications service provider may enter into a mutual agreement that varies from what the Commission ordered. O.C.G.A. § 46-3-200.4.

II. FINDINGS OF FACT

The Commission finds record support for GEMC's proposals as set forth in Section I (D) above.

The Commission finds as a matter of fact that the rates, fees, terms and conditions proposed by GEMC are just, reasonable, nondiscriminatory and commercially reasonable.

The Commission finds as a matter of fact that the revisions to the Pole Attachment Regulations proposed by GEMC are just, reasonable, nondiscriminatory and commercially reasonable.

III. CONCLUSIONS OF LAW

1.

On and after July 1, 2026, the rates, fees, terms, conditions, and specifications in any pole attachment agreement entered into by a communications service provider and an EMC, except as required by the Tennessee Valley Authority for its distributors in this state, shall be as determined by the Commission, provided that any existing agreement between a communications service provider and an EMC shall remain in effect until the date of its natural expiration or lawful termination, and provided further that an EMC and a communications service provider may enter into a mutual agreement as to the rates, fees, terms, conditions, and specifications for attachments to utility poles by communications service providers that differ from those adopted by the Commission. *See* O.C.G.A. § 46-3-200(4)(b), (d), (e).

2.

For the reasons stated herein, the Commission decision complies with the statutory requirement that the rates, fees, terms, conditions, and specifications for pole attachment agreements be just, reasonable, nondiscriminatory, and commercially reasonable. *See* O.C.G.A. § 46-3-200.4(b).

3.

The Commission was charged with setting the rates, fees, terms, conditions, and specifications in pole attachment agreements "[i]n order to promote the deployment of broadband services in this state." O.C.G.A. § 46-3-200.4(b). The Commission decision accomplishes this goal.

IV. COMMISSION DECISION

Based upon the evidence in the record, the Commission affirms the Georgia Rate and the Georgia Formula adopted in the 2020 Order with the changes proposed by GEMC outlined herein.

Specifically, the Commission enters this Order to reflect the following changes from the 2020 Order, which are just, reasonable, nondiscriminatory, and commercially reasonable.

The Commission adjusts the Georgia Rate of $27.71 per pole per year annually using the most recently published Handy – Whitman Index, beginning January 1, 2027, and annually thereafter on January 1, for a term of at least seven years through June 30, 2033 for all new Pole Attachment Agreements entered into or automatically renewing on or after July 1, 2026.

The One Buck Deal will no longer be available in Pole Attachment Agreements entered into or automatically renewing on or after July 1, 2026; and, effective July 1, 2026, applications for the One Buck Deal will no longer be granted under any existing agreement except for those entered into between June 1, 2024 and December 1, 2025; but, for attachments already receiving the One Buck Deal attachment rate on or before July 1, 2026, and for eligible attachments granted the One Buck Deal under the initial term of a Pole Attachment Agreement entered into between June 1, 2024 and December 1, 2025, the six years of the $1.00 per pole per year rate shall be honored according to the applicable contract terms subject to the right of either party to terminate the Pole Attachment Agreement at the end of its initial term.

The Commission adopts GEMC's proposed modifications and additions to the terms and conditions set forth in the Commission's Pole Attachment Regulations, Exhibit A to the 2020 Order.

V. ORDERING PARAGRAPHS

WHEREFORE IT IS ORDERED, the 2025 Georgia Rate of $27.71, based on the Georgia Formula with annual adjustments beginning January 1, 2027, and annually thereafter on January 1, using the most recent published HWI, for a term of at least seven years through June 30, 2033, for all new Pole Attachment Agreements entered into or automatically renewing on or after July 1, 2026, is hereby **GRANTED.**

ORDERED FURTHER, that the One Buck Deal shall no longer be available in Pole Attachment Agreements entered into or automatically renewing on or after July 1, 2026, as described herein.

ORDERED FURTHER, that the Commission adopts the 2025 Georgia Terms and Conditions as attached hereto as **Exhibit A**.

ORDERED FURTHER, that all findings, conclusions, and decisions contained within the preceding sections of this Order are adopted as conclusions of law, and decisions of regulatory policy of this Commission.

ORDERED FURTHER, that any motion for reconsideration, rehearing, or oral argument shall not stay the effectiveness of this Order unless expressly so ordered by the Commission.

ORDERED FURTHER, that jurisdiction over this proceeding is expressly retained for the purpose of entering such further order or orders as this Commission may deem just and proper.

The above by action of the Commission in Administrative Session on the 16th day of December 2025.

Sallie Tanner
Executive Secretary

12-16-25
Date

Jason Shaw
Chairman

12-16-25
Date

EXHIBIT A

POLE ATTACHMENT REGULATIONS FOR THE GEORGIA PUBLIC SERVICE COMMISSION REVISED EFFECTIVE JULY 1, 2026

Purpose, Applicability and Scope

1. *Authority.* The rules and regulations contained herein are promulgated pursuant to, and in accordance with, The Georgia Broadband Opportunity Act, as codified at O.C.G.A. § 46¬3-200.4.

2. *Applicability.* These rules apply to Pole Attachment Agreements entered into by a communications service provider and an electric membership corporation for attachments to utility poles owned by electric membership corporations on or after July 1, 2021. Unless otherwise specified, these rules do not apply to joint use agreements, to attachments made to electric membership corporation poles by a joint owner of that pole, to any Pole Attachment Agreement entered into prior to July 1, 2021 or to any attachments or agreements governing attachments to poles owned by Tennessee Valley Authority distributors in Georgia.

3. *Purpose and Scope.*

(a) These rules govern the Georgia Public Service Commission's regulation of the rates, fees, terms, conditions and specifications by which Pole Attachments may be made to poles subject to the jurisdiction of the Commission and in the absence of a mutually negotiated Pole Attachment Agreement between parties.

(b) These rules also govern the processes and procedures by which the Commission shall hear and resolve, on an expedited basis, complaints arising from a dispute between Attaching Entities and electric membership corporations over compliance with these rules and/or an Attaching Entity and electric membership corporation's failure to reach a mutually negotiated Pole Attachment Agreement. The Commission may engage an administrative law judge for purposes of adjudicating any such complaints.

4. *Negotiated Agreements.*

It is the Commission's preference that electric membership corporations and Attaching Entities negotiate their own rates, fees, terms, conditions, and specifications for Pole Attachments. Nothing in these rules or in O.C.G.A § 46-3-200.4 prohibits or shall be construed to prohibit electric membership corporations and Attaching Entities from entering into a mutually negotiated Pole Attachment Agreement regarding the rates, fees, terms, conditions and specifications for Pole Attachments. The right set forth in O.C.G.A § 46-3-200.4(e) of an electric membership corporation and communications service provider to enter into a mutual agreement as to rates, fees, terms, conditions and specification for attachments to utility poles by communications service providers that differ from those set forth herein is expressly preserved. Nothing in these rules shall be interpreted to supersede or modify any lawful rate, fee, term, or condition of such a mutually negotiated Pole Attachment Agreement. Absent a change in law, or a change in the Commission's

rules governing Pole Attachments, the Commission will not hear or resolve complaints concerning a rate, fee, term, condition or specification contained in a mutually negotiated Pole Attachment Agreement.

Definitions

(a) "Actual Costs" means all costs incurred including, but not limited to, the cost of materials and equipment, fully loaded direct and indirect labor, engineering, supervision and overhead.

(b) "Attaching Entity" means a communications service provider attaching to a pole owned by an electric membership corporation that is subject to the jurisdiction of the Georgia Public Service Commission established in O.C.G.A. § 46-3-200.4 and that is attaching pursuant to a license set forth in a Pole Attachment Agreement.

(c) "Broadband Services" shall have the same meaning as provided for the term "broadband service" in O.C.G.A. § 46-5-221.

(d) "Communications Space" means the lower usable space on a utility pole located at or above the lowest height above ground level necessary for wireline attachments to achieve minimum mid-span clearance, which typically is reserved for low-voltage communications equipment.

(e) "Complex Make-Ready Work" means Transfers and work within the Communications Space that would be reasonably likely to cause a service outage(s) or facility damage, including work such as splicing of any communication attachment or relocation of existing wireless attachments. Any and all wireless activities, including those involving mobile, fixed, and point-to-point wireless communications and wireless internet service providers, and any work involving the space above the Safety Space (i.e., the power space) are to be considered complex.

(f) "Imposition Fee" is a 25% fee on top of Actual Costs associated with performance by the Pole Owner of certain tasks as specified in these regulations, when the Attaching Entity fails to comply, after notice.

(g) "Make-Ready Work" means engineering or construction activities necessary to make a pole or similar structure available for a new pole attachment, pole attachment modification, or additional facilities including, but not limited to, rearrangement, removal and replacement of the pole, Transfers and other work incident thereto.

(h) "NEC" means the National Electrical Code published by the National Fire Protection Association.

(i) "NESC" means the American National Standards Institute's National Electrical Safety Code published by the Institute of Electrical and Electronics Engineers, Inc.

(j) "Overlash"/"Overlashing" means the attachment of additional wires and/or cables to existing facilities that already are attached to a pole. An Overlash is not considered a separate pole attachment.

(k) "Pole Attachment" means the connection or fastening of a wire or cable to a utility pole.

(l) "Pole Attachment Agreement" means a mutually negotiated, written agreement between an electric membership corporation and a communications service provider regarding the rates, fees, terms, conditions and specifications for Pole Attachments.

(m) "Pole Attachment Audit" means any audit done at the option of the Pole Owner to count the number of Pole Attachments by one or more Attaching Entities.

(n) "Pole Attachment Rental Fee" means the annual amount per pole that the Attaching Entity must pay to the electric membership corporation in order to affix its Attachment(s) to the Utility Pole.

(o) "Pole Owner" means an electric membership corporation subject to the jurisdiction of this Commission pursuant to O.C.G.A § 46-3-200.4.

(p) "Qualified Contractor" shall mean a contractor that meets all of the minimum requirements set forth in Section 4(i) of these regulations.

(q) "Referee" means the party selected to resolve a dispute regarding any compliance or non-compliance with the standards and specifications applicable to Pole Attachments as set forth in the Dispute Resolution section of these regulations.

(r) "Safety Inspection" means any inspection done at the option of the Pole Owner to ensure Pole Attachments comply with applicable safety standards and specifications.

(s) "Safety Space" means The Communication Worker Safety Zone as defined in the current issue of the NESC, which in general is the space located between the areas to which electric conductors and communications circuitry may be attached.

(t) "Service Drop" means any connection from distribution facilities to the building or structure being served that does not require guys under standard industry design practice.

(u) "Simple Make-Ready Work" is work in the Communications Space of the pole where facilities can be rearranged without any service outage or facility damage and does not require splicing of any existing communications attachment.

(v) "Transfer" means the removal of Pole Attachments from one pole and the placement of those or substantially similar Pole Attachments upon another pole.

(w) "Unauthorized Attachment" means any affixation of any Pole Attachment or other equipment of any nature to any Utility Pole (or other property owned by a Pole Owner) which has not been previously authorized pursuant to these regulations or a Pole Attachment Agreement. Overlashing of existing facilities without complying with these regulations or the applicable Pole Attachment Agreement shall also be considered an Unauthorized Attachment.

(x) "Utility Pole" means a pole or similar structure that is used in whole or in part for electric distribution by an electric membership corporation or an affiliate thereof.

Access and Removal

1. Contracts and Permits

(a) Prior to making any Pole Attachment, the Attaching Entity shall have a written and executed Pole Attachment Agreement. Pole Attachments made without a written and executed Pole Attachment Agreement shall be deemed Unauthorized Attachments and subject to processes for removal at the Attaching Entity's expense as detailed elsewhere in these regulations.

(b) Attaching Entities shall obtain a permit from the Pole Owner for each Pole Attachment and/or Overlash. Pole Attachments and Overlashing made without a permit from the Pole Owner shall be deemed Unauthorized Attachments and subject to processes for removal at the Attaching Entity's expense as detailed elsewhere in these regulations.

(c) Absent a Pole Attachment Agreement stating otherwise, and except as to installation of a new pole where none currently exists and road widening projects, a Pole Owner may charge an application fee of Fifty Dollars ($50) for the Pole Owner to process the application. Failure to pay the fees contemporaneous with the application will result, at the Pole Owner's option, in the returning of the application as unapproved or holding the application (and stopping any associated deadlines and time clocks) until payment is received.

(d) Attaching Entities shall promptly reimburse the Pole Owner for all Actual Costs, including all labor, materials, transportation, normal overhead, and appropriate and reasonable other costs incurred by the Pole Owner in performing any necessary field inspections, engineering and attachment preparation work (at any point during any work on a Utility Pole).

(e) Attaching Entities shall not be required to obtain a permit prior to installing a Service Drop provided that installation of the Service Drop can be made in compliance with the NESC, the NEC, and any and all other applicable laws, rules, regulations, ordinances, industry standards, and terms and conditions of the Pole Attachment Agreement. The Attaching Entity shall account for and report the Service Drop attachment in compliance with the Pole Attachment Agreement with the Pole Owner or, if not specified therein, on a quarterly basis.

2. Pole Attachment Applications

(a) Pole Attachment applications and/or access requests shall be made in writing to the Pole Owner.

(b) Pole Owners may, but need not, require the following information from Attaching Entities as part of a permit application or access request:

i. The location of the pole where access is requested;

ii. The amount of space requested;

iii. The number and type of Pole Attachment;

iv. The physical characteristics of the Pole Attachment, including, to the extent applicable, weight, height, width, and depth;

v. The location on the pole where access is requested;

vi. The proposed route(s), if applicable;

vii. Proof of easement or other property right, if requested;

viii. The proposed schedule for construction;

ix. The purpose of the Pole Attachment and/or the services to be supported by or provided via the Pole Attachment; and

x. Any other information reasonably necessary for the Pole Owner to evaluate and process the request.

A complete application for access shall be one that provides all of the information requested by the Pole Owner or all of the information required by the negotiated Pole Attachment Agreement.

(c) For Overlashing, Pole Owners may require Overlashing entities to identify in the application the size and type of facilities to be Overlashed, the location of the relevant poles and facilities, the proposed date of Overlashing, the services to be provided via the Overlashing facilities, and proof of consent to the Overlash from the host entity, if the Overlasher seeks to Overlash a third party's facilities.

(d) Pole Owners may identify, account for, and charge Attaching Entities actual engineering and administrative costs and fees associated with both (1) a request to make a Pole Attachment and inspection of Overlashed facilities and (2) estimating the Make-Ready Work necessary to complete the Pole Attachment (or Make-Ready Work or corrective work relating to an Overlash). In the event a Pole Owner charges Attaching Entities actual engineering and administrative costs and fees, Pole Owners shall identify and account for those costs in any invoices or payment requests issued to Attaching Entities. Payment for invoices issued by Pole Owners shall be timely made, but in no event shall payment be made later than sixty (60) days from the date of invoice, regardless of whether the Attaching Entity elects to proceed with the Pole Attachment or Overlash. Any invoices not timely paid shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. .

(e) If the applicant does not invoke the Georgia One-Touch Make-Ready process, as outlined in these regulations, Pole Owners shall approve or deny Pole Attachment applications as soon as reasonably practicable, but in no event later than:

i. 20 days after receipt of a complete Pole Attachment application(s) for attachment to no more than 300 poles in any 30-day period;

ii. 45 days after receipt of a complete Pole Attachment application(s) for attachment to more than 300 poles but less than 500 poles in any 30-day period; or

iii. Any mutually-negotiated period after receipt of a complete Pole Attachment application(s) for attachment to 500 poles or more in any 30-day period.

(f) Pole Owners may condition approval of a Pole Attachment application on completion of Make-Ready Work. Pole Owners are permitted to extend the deadline to approve or deny any Pole Attachment request an additional 20 days. Pole Owners may only extend the deadline by providing the applicant with notice of the extension of the deadline and the specific reasons therefore. If the Pole Attachment application exceeds the above limits, the parties shall work in good faith to negotiate a mutually agreeable timeframe. Nothing in this subsection shall prohibit any parties from mutually agreeing to a different timeframe for Pole Attachment application approval. If a Pole Owner fails to act on a Pole Attachment application and the Attaching Entity, with a fully executed Pole Attachment Agreement, makes a request in writing to the Pole Owner, the Pole Owner shall provide, in writing within 10 days, the specific basis for the failure to act on the Pole Attachment application. If a Pole Owner denies a Pole Attachment application of an applicant with a fully executed Pole Attachment Agreement, the basis for the denial shall be issued in writing simultaneously with any denial.

3. Standard Make-Ready Process

(a) If the Pole Owner grants a Pole Attachment application that requires Make-Ready Work, the Pole Owner shall provide, in writing, a detailed list of Make-Ready Work necessary to accommodate the proposed Pole Attachment. Such detailed list shall include the activities and materials to be used in the Make-Ready Work, along with a cost estimate, within fifteen (15) days from the date of approval of the Pole Attachment application.

(b) Within fifteen (15) days of the receipt of the Make-Ready Work estimate from the Pole Owner, the applicant shall provide a written response either accepting the estimate and making payment arrangements as provided in the Pole Attachment Agreement, or, if the applicant has a disagreement with the Make-Ready Work estimate, or the estimated number of days to complete the work, it shall provide, in writing, a list of any areas of disagreement to the Pole Owner. The Pole Owner will have fifteen (15) days from receipt of the applicant's disagreement response to provide a response to the applicant.

(c) If the Pole Owner approves an application requiring Make-Ready Work, and the applicant accepts the Make-Ready Work estimate for the application, the Pole Owner may, at its option, timely proceed with completion of the Make-Ready Work at the applicant's expense, or

retain a Qualified Contractor to perform the work within the same time frame, at the applicant's expense.

(d) Unless otherwise agreed to by the parties in their Pole Attachment Agreement, or rendered impossible or impractical due to circumstances beyond the Pole Owner's control, Make-Ready Work shall be commenced within twenty (20) business days from the date the applicant made payment for the Make-Ready Work estimate, and shall be completed in a timely manner, at a reasonable cost, and as soon as reasonably practicable after the date payment is received from the applicant, but not later than:

i. 60 days (90 days for attachments above the Safety Space) after the date payment is received for applications requesting attachment to no more than 300 poles in any 30-day period;

ii. 75 days (105 days for attachments above the Safety Space) after the date payment is received for applications requesting attachment to more than 300 but less than 500 poles in any 30-day period.

If an application seeks attachment to 500 poles or more, or multiple applications submitted by the same applicant within a thirty-day period total 500 poles or more, the parties shall negotiate a reasonable timeframe for completion of the Make-Ready Work covered by the application(s).

(e) Both the Pole Owner and the Attaching Entity shall place, Transfer and rearrange their own attachments, and shall place guys and anchors to sustain any unbalanced load caused by their attachments. On existing Utility Poles, each party will perform any tree trimming or cutting necessary for their installation or additional attachments. Anchors and guys shall be in place and in effect prior to the installation of attachments. Each party shall, with due diligence, attempt at all times to execute such work promptly and in such a manner as to not interfere with the service of the other party.

4. Georgia One-Touch Make Ready ("GOTMR")

(a) *Invoking GOTMR.* Any Attaching Entity may apply to a Pole Owner to make a new Pole Attachment and/or Overlash and, when so doing, elect to invoke GOTMR. When an Attaching Entity elects to utilize GOTMR, the Pole Owner and Attaching Entity shall abide by the following procedures for processing the Pole Attachment application and completing the Make-Ready Work. It is the responsibility of the Attaching Entity to ensure that its contractor determines whether the Make-Ready Work requested in an attachment application is Simple Make-Ready Work (and not Complex Make-Ready Work).

(b) *Initial Application Review.* Any GOTMR Pole Attachment application must be certified by a Qualified Contractor that is going to complete the Make-Ready Work, stating that the Make-Ready Work required for every Utility Pole in the application does not require a pole replacement or anything more than Simple Make-Ready Work. A Pole Owner shall review a new GOTMR Pole Attachment application for completeness within ten (10) business days of receipt of the application and notify the applicant within those same ten (10) business days if the application is not complete. A Pole Attachment application is considered complete if it provides the utility with the certification and information reasonably necessary to make an informed decision on the

application. Failure to notify the applicant that the application is not complete, or failure to timely specify the reason the application is incomplete, will render the application complete.

i. If the Pole Owner notifies the applicant that the application is not complete, the applicant may submit the missing information to complete the application and continue with the application process. If the applicant fails to timely submit the missing information, within 5 days following such notice, the application shall be deemed abandoned and the Pole Owner shall have no further obligation to take any action.

(c) *Application Review on the Merits.* A Pole Owner shall review a completed application requesting GOTMR and respond to the applicant either granting or denying an application within fifteen (15) days of the Pole Owner's receipt of a complete application. A Pole Owner shall be allowed thirty (30) days for applications seeking access, via the GOTMR process, to three hundred (300) or more poles.

(d) *Pole Owner Objection to Make-Ready Work Designation.* Prior to the deadline for issuing its decision on the merits of the application, the Pole Owner may object to the applicant's designation that certain of the work required is Simple Make-Ready Work. If the Pole Owner objects, then the work is deemed Complex Make-Ready Work and the GOTMR process is not available to the Attaching Entity and the application must be processed under the standard Make-Ready provisions set forth in these regulations. The Pole Owner's determination is final and determinative so long as it is specific, in writing, and includes all relevant evidence and information relied upon by the Pole Owner to support the decision, is made in good faith, and explains how such evidence and information relate to a determination that the process will involve Complex Make-Ready Work.

(e) *GOTMR Surveys.* The applicant is responsible for coordinating all surveys required as part of the GOTMR process and shall use a Qualified Contractor that is going to complete the Make-Ready Work as set forth in these regulations.

(f) *Notice to Pole Owners and Existing Attachers.* Applicants for a new Pole Attachment shall make commercially reasonable efforts to provide at least three (3) business days advance notice to Pole Owners and existing attachers to allow them to be present for any surveys performed in advance of a GOTMR application (or desired GOTMR application). The notice shall include the date, time, and location of the surveys and the name of the contractor performing the surveys. Pole owners and existing attachers attending pre-GOTMR application surveys shall do so at their own cost.

(g) *Completion of the Make-Ready Work.* If the applicant's application is approved and if it has provided fifteen (15) days prior written notice of the Make-Ready Work to the affected Pole Owner and existing Attaching Entities, the applicant may proceed with the Make-Ready Work using a Qualified Contractor.

i. The applicant's prior written notice to the Pole Owner and existing attachers shall include the date and time of the Make-Ready Work to be performed to allow interested parties an opportunity to be present at their cost.

ii. The applicant shall notify any affected Pole Owner and/or existing Attaching Entity immediately if the Make-Ready Work performed damages any equipment or facilities of the Pole Owner or of an existing Attaching Entity. Upon receiving notice from the applicant, the Pole Owner or existing Attaching Entity may each make the decision either to: (A) complete any necessary remedial work and bill the applicant for the actual costs incurred related to fixing the damage or outage, or (B) require the applicant to fix the damage or outage at its expense immediately following notice from the Pole Owner or any existing attacher.

iii. In performing the Make-Ready Work, if the applicant or Pole Owner determines that Make-Ready Work previous classified as Simply Make-Ready Work is actually Complex Make-Ready Work, then that specific Make-Ready Work must be halted and the determining party must provide immediate notice to the other party of its determination and the impacted poles. The remaining Make-Ready Work shall be completed in accordance with the regulations for standard Make-Ready Work.

(h) *Post-Make-Ready Work.* The applicant shall notify the Pole Owner and existing attachers within fifteen (15) days after the Make-Ready Work is completed on a particular pole. The Pole Owner shall have ninety (90) days from receipt of the notice to inspect the Make-Ready Work at the applicant's cost. Pole owners and any existing Attaching Entities shall then have fourteen (14) days from the completion of their inspection to notify the applicant of any damage or new code violations on their pole, facilities, or equipment that was caused by the GOTMR process. The Pole Owner and existing Attaching Entities shall have the option to complete any necessary remedial work and bill the applicant for the actual costs incurred or require the applicant to fix the damage and/or code violations at its expense within fourteen (14) days following notice from the Pole Owner or existing Attaching Entity.

(i) *Qualified Contractors.* All contractors certifying whether Make-Ready Work requires pole replacement, certifying whether Make-Ready Work is Simple Make-Ready Work, or performing Make-Ready Work, whether Simple Make-Ready Work or Complex Make-Ready Work, must meet the following minimum requirements:

i. The contractor has agreed to follow all published safety and operational guidelines of the Pole Owner, if available, and if unavailable, the contractor has agreed to follow NESC guidelines;

ii. The contractor has acknowledged that it knows how to read and follow the engineered pole designs for Make-Ready Work, if required by the Pole Owner;

iii. The contractor has agreed to follow all local, state, and federal laws and regulations including, but not limited to, the rules regarding Qualified and Competent Persons under the requirements of the Occupational and Safety Health Administration (OSHA) rules;

iv. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds set by the Pole Owner, if made available;

v. The contractor is adequately insured or will provide an adequate performance bond for the Make-Ready Work it will perform, including work it will perform on facilities owned by existing attachers; and

vi. The contractor is licensed to do business in the State of Georgia.

(j) *Pole Owner Objection to Contractor.* Pole Owners may object to an Attaching Entity's selected contractor but must do so in writing. Such objection must be provided to the Attaching Entity in sufficient time for the Attaching Entity to identify and select another Qualified Contractor to perform the work. A Pole Owner may only object to an Attaching Entity's selected contractor for one of the following reasons:

i. The contractor has at least one instance of failing to safely and properly engineer or complete work on the Pole Owner's facilities and equipment within the past five years, even if the contractor is a Qualified Contractor under these regulations; or

ii. The contractor fails to meet the requirements for a Qualified Contractor under these regulations.

A Pole Owner does not have to accept a certification from, and no Make-Ready Work shall be completed by, any contractor to which a Pole Owner has objected to in good faith in accordance with this subsection (j).

5. Reservation of Space

(a) Pole Owners may, without qualification, reserve space on their own poles or facilities for future provision of their services.

(b) Within sixty (60) days of written notice that reserved space is actually needed by the Pole Owner, the Attaching Entity occupying the reserved space must vacate the space at the Attaching Entity's expense. Attaching Entities may submit a request to the Pole Owner to expand capacity, or otherwise modify the pole, to maintain the Pole Attachment. In the event the Pole Owner grants such request, the Attaching Entity shall cover the actual costs of expanding capacity or modifying the pole.

6. Attaching Entity's Failure to Perform Work

To the extent not otherwise governed elsewhere in these rules, in any instance where a Pole Owner requests that an Attaching Entity perform work on their Pole Attachment(s) to (1) complete a Transfer; (2) bring the Pole Attachment(s) into compliance with applicable laws, codes, rules, regulations, standards or other applicable authorities; (3) accommodate a new Attaching Entity; (4) comply with the terms of a Pole Attachment Agreement; or (5) satisfy any other obligation permissibly imposed on the Attaching Entity by these rules or the applicable Pole Attachment

Agreement, and the Attaching Entity fails to timely perform such work within forty-five (45) days of proper notice from the Pole Owner, the Pole Owner shall have the right to perform the work without notice to the Attaching Entity and charge the Actual Cost of the work plus the Imposition Fee to the Attaching Entity. Unless rendered impossible due to circumstances beyond the Attaching Entity's reasonable control, in any instance where a Pole Owner requests that an Attaching Entity perform work on its Pole Attachment(s) to allow a Pole Owner to move its facilities underground and the Attaching Entity fails to either abandon the Pole or move its facilities underground within one hundred eighty (180) days of proper notice from the Pole Owner, the Pole Owner shall have the right to perform the work without notice to the Attaching Entity and in coordination with the Attaching Entity and charge the Actual Cost of the work plus the Imposition Fee to the Attaching Entity. The Attaching Entity will indemnify, defend, and hold Pole Owner harmless against all claims relating to the transfer of its equipment within this time. The Attaching Entity shall have sixty (60) days from the date of Pole Owner's invoice for such sums to reimburse Pole Owner. Any Actual Costs and Imposition Fees not timely paid shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. The Pole Owner shall further have the right to collect the associated costs from any previously paid deposit, letter of credit, surety bond or other performance assurance provided by the Attaching Entity, if provided under the terms of the Pole Attachment Agreement. Except in cases of gross negligence or willful misconduct, the Pole Owner shall not be liable for any damages or disruptions in service that may occur as a result of work performed due to the Attaching Entity's failure to timely perform work.

7. *Notice of Removal*

(a) Unless specified otherwise in a privately negotiated agreement, a Pole Owner shall provide Attaching Entities sixty (60) days' written notice prior to:

i. Removal of facilities or termination of any service to those facilities (such removal or termination arising out of a rate, fee, term, condition or specification of the Pole Attachment Agreement);

ii. Any modification of facilities other than routine maintenance or modification in response to emergencies.

(b) Notwithstanding the above, Pole Owners shall have the discretion to immediately remove or modify facilities without notice, if removal or modification is required due to imminent danger to life or property. Pole Owners shall have the discretion to restore the facilities at the Attaching Entity's cost after the imminent danger has been alleviated, or, alternatively to not restore the facilities but inform the Attaching Entity within ten (10) days of the removal or modification of the need to restore the facilities.

(c) In the interest of preserving the safety and reliability of the pole networks in this state, and protecting the customers of the services provided over those networks, the Pole Owner may remove Unauthorized Attachments and abandoned Pole Attachments within ninety (90) days of discovery.

i. Upon discovering Unauthorized or abandoned Pole Attachments, Pole Owners shall, as soon as reasonably practicable, notify the owner of the discovery and of the Pole Owner's right to remove the attachments within forty-five (45) days at the responsible Attaching Entity's expense.

ii. Upon being notified of the discovery of the Unauthorized Attachments or abandoned Pole Attachment, the responsible Attaching Entity shall have thirty (30) days to submit a complete Pole Attachment application for the Unauthorized Attachment at issue, or remove the Unauthorized or abandoned Pole Attachments prior to the Pole Owner's removal.

iii. If the responsible Attaching Entity fails to timely submit a completed Pole Attachment application for the Unauthorized Attachment, or, as the case may be, fails to remove the Unauthorized Attachment or abandoned attachment, and the Pole Owner proceeds with removal, the responsible Attaching Entity shall be liable for any and all actual costs incurred by the Pole Owner. Following removal of the Unauthorized Attachments or abandoned attachments, the Pole Owner shall submit to the Commission and the responsible Attaching Entity, an accounting of all actions taken and actual costs incurred by the Pole Owner in removal. Within sixty (60) days of receipt of the Pole Owner's accounting, the responsible Attaching Entity shall fully reimburse the Pole Owner for all Actual Costs incurred and also pay the Imposition Fee. Any Actual Costs and Imposition Fees not timely paid shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law.

Standards and Specifications

(a) At a minimum, Pole Attachments and Overlashing shall be installed and maintained in accordance with:

i. The edition of the NESC and NEC in effect at the time the Pole Attachment is installed;

ii. U.S. Department of Agriculture's Rural Utilities Service regulations and standards as they apply to Pole Attachments;

iii. The Bellcore Manual of Construction Procedures (Blue Book) and subsequent revisions thereof;

iv. The Society of Cable Television Engineer's *Recommended Practices for Coaxial Cable Construction and Testing* and *Recommended Practices for Optical Fiber Cable Construction and Testing* and subsequent revisions thereof;

v. The codes, rules, or regulations of any federal, state or local governing body having jurisdiction; and

vi. The Pole Owner's engineering or other standards/specifications for safety and reliability.

(b) Where there is a disagreement between the above-referenced specifications, the more stringent shall apply. The requirements of the NESC are minimum requirements and certain requirements of the Pole Owner may exceed or supplement the NESC.

(c) Upon receiving actual or constructive notice from any party, Attaching Entities shall immediately repair any NESC or NEC violation associated with their Pole Attachments or Overlashing if that violation poses an imminent danger to life or property. If the repairing entity did not cause the violation, the repairing entity may seek reimbursement from the violation causer but only after repair of the violation has been made.

(d) Upon receiving actual or constructive notice from any party, Attaching Entities shall repair any NESC or NEC violation not posing an imminent danger to life or property within thirty (30) days except in extraordinary circumstances, the burden of proof of which shall be borne by the party whose Pole Attachment or Overlashing are non-compliant. If the repairing party is responsible for the violation, they shall bear the actual cost of repair. If a third-party is responsible for the violation, the responsible third-party shall correct the violation within thirty (30) days of notice from the party whose Pole Attachment or Overlashing are non-compliant.

Prohibition against Redundant Poles

(a) Redundant poles are prohibited. Redundant poles are those poles located within close geographic proximity of one another when one or both of the poles possess sufficient existing capacity to alone support the attachments of both poles without compromising the needs and services of the Pole Owner or Attaching Entities.

(b) Attaching Entities shall remove their Pole Attachments and Overlashing from any poles removed, replaced, or abandoned by the Pole Owner within forty-five (45) days of being notified of the Pole Owner's removal, replacement, or abandonment. Attaching Entities will have the option to Transfer their Pole Attachments and/or Overlashing to any newly installed nearby pole with sufficient capacity or to remove their Pole Attachments and/or Overlashing entirely.

(c) If all Attaching Entities have timely removed their Pole Attachments and/or Overlashing from a Pole Owner's abandoned pole, the Pole Owner shall have thirty (30) days to remove the pole and restore the real property, as much as reasonably possible, to its pre-pole installation condition.

(d) If an Attaching Entity fails to timely remove its Pole Attachments and/or Overlashing from a Pole Owner's abandoned pole, and (i) a redundant pole with sufficient capacity to support the Pole Attachments and/or Overlashing exists nearby or (ii) the Pole Owner has moved its facilities underground and provided one hundred eighty (180) days' notice as specified in Access and Removal, Section 6, legal title to the abandoned pole, and all associated responsibilities and liabilities, shall transfer, if notice is given by the Pole Owner, on the sixty-first (61st) day after the Pole Owner's abandonment notice, (or one hundred ninety-sixth (196th) day for poles where Pole Owner has moved its facilities underground), on a pro-rata basis, to all entities with Pole Attachments and/or Overlashing remaining on the abandoned pole. Beginning on the date legal

title of the abandoned pole transfers, Attaching Entities shall pay to the Pole Owner a $500 per month fee for every month in which the abandoned pole remains installed while a nearby redundant pole exists. The fee shall be assessed to the remaining Attaching Entities on a pro-rata basis if title to the abandoned pole transfers to multiple Attaching Entities.

(e) In the event the Pole Owner does not invoke the ownership transfer provision set forth above, any Attaching Entity that has failed to timely transfer shall pay to the Pole Owner a $100 per month fee for every month until the Pole Attachment and/or Overlashing is removed starting at the expiration of the applicable time period. The Attaching Entity shall have sixty (60) days from the date of the Pole Owner's invoice to pay the invoice. Any invoice not timely paid shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law.

(f) Regardless of whether the Pole Owner invokes the ownership transfer provision set forth above, the Pole Owner will always have the option of making the Transfer(s) themselves (or hiring a Qualified Contractor to make the Transfer(s)) and recovering from the attacher the Actual Costs for the Transfer work (including the Imposition Fee). In the event of multiple attachers, the attachers will be responsible for the pro-rata share of the Actual Costs of the Transfer work, but each attacher will be responsible for its own Imposition Fee in the full amount. The attacher(s) shall indemnify, defend, and hold harmless the Pole Owner from all obligations, liabilities, damages, costs, expenses or charges arising from, or relating to, the transferred attachments.

Pole Attachment Audits

(a) All Pole Owners and Attaching Entities in control of, or using poles, Pole Attachments, or Overlashed facilities subject to the jurisdiction of the Commission shall jointly participate in audits of those facilities for purposes of counting the number of Pole Attachments and Overlashed facilities by Attaching Entities

(b) Audits and the reasonable procedures by which they will be completed shall be coordinated by Pole Owners and conducted at least every five (5) years but not more frequently than every three (3) years.

(c) Pole owners shall provide at least six months' advance written notice of Pole Attachment Audits to Attaching Entities.

(d) Attaching Entities shall pay a pro-rata share of the Pole Owner's audit costs and will incur their own costs to participate in such periodic inspections.

(e) For every Unauthorized Attachment discovered during the Pole Attachment Audit, the Attaching Entity shall pay to the Pole Owner a one-time fee of one hundred dollars ($100) per Unauthorized Attachment plus a sum equal to the Pole Attachment Rental Fee that would have been payable from and after the date the Unauthorized Attachment was made. If the date of such attachment cannot be determined, then the Attaching Entity will pay to the Pole Owner a sum equal to the Pole Attachment Rental Fee that would have been payable from and after the date the last Pole Attachment Audit was conducted. Such Unauthorized Attachments are also subject to review by the Pole Owner (at the Attaching Entity's expense) to determine compliance with all

applicable standards and specifications. Should corrective work be necessary, it shall be at the Attaching Entity's expense and addressed consistent with these regulations.

Safety Inspections

(a) All Pole Owners and Attaching Entities owning, in control of, or using poles, Pole Attachments or Overlashed facilities subject to the jurisdiction of the Commission shall jointly participate in Safety Inspections of those facilities.

(b) Safety Inspections and the reasonable procedures by which they will be completed shall be coordinated by Pole Owners and conducted at least every five (5) years but not more frequently than every three (3) years. Parties are free to privately negotiate other terms of conducting Safety Inspections, as well as other Safety Inspections, so long as the inspections required by these regulations are conducted.

(c) For Safety Inspections required by these regulations, Pole Owners shall provide at least six months' advance written notice to Attaching Entities.

(d) Attaching Entities shall pay a pro-rata share of the Pole Owner's inspection costs and will incur their own costs to participate in such periodic inspections.

(e) Any safety issue identified during the Safety Inspection shall be cured by the party whose attachment or facility is the source of the safety issue within thirty (30) days of the inspection identifying the issue. Separate written notice from the Pole Owner (or any other party) to the responsible party shall not be required to trigger the thirty-day deadline to cure of the safety issue. Attaching Entities may request additional time to cure the safety issue from the Pole Owner. The Pole Owner may grant or deny additional time to cure in its reasonable discretion. The thirty (30) day cure period shall not apply to any safety issues causing imminent danger to life or property. Safety issues causing imminent danger to life or property shall be cured immediately.

(f) Attaching Entities shall be diligent in performing work and closing NJUNS tickets only after work is complete. If a Pole Owner receives notice that an NJUNS ticket has been closed and attempts to verify that safety concerns specified in the NJUNS ticket have been addressed or Pole Attachments have been transferred as specified in the NJUNS ticket, only to discover that work by the Attaching Entity has not been completed in accordance with the NJUNS ticket and the NJUNS ticket was closed in error, the Attaching Entity shall pay the Pole Owner a fee of $500 for each NJUNS ticket closed in error. Such penalty shall be imposed by a Pole Owner only upon demonstration by the Pole Owner that it imposes the same penalties on all third-party attachers including, notwithstanding any other provision of this Order, joint-use attachers. All such invoices that are not paid within sixty (60) days shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law.

Modification Costs

(a) When any entity, whether Pole Owner or Attaching Entity, requires a new pole to accommodate an additional attachment or facility, or has another need for additional capacity of any kind, the entity causing the need for the new pole or capacity shall pay the full, actual

replacement cost of such pole, including the cost of removing the existing pole, less any salvage value.

(b) When an existing pole must be replaced for safety or reliability reasons as a result of normal wear and tear or other natural causes, and not as the result of any particular Pole Attachment or Overlashed facility, or the actions of any other third-party, the Pole Owner shall be responsible for the cost of removing the old pole and the cost of the replacement pole.

(c) In either scenario described in subsection (a) or (b) above, both the Pole Owner and any Attaching Entity shall place, Transfer and rearrange their own attachments, and shall place guys and anchors to sustain any unbalanced load caused by their attachments. On existing Utility Poles, each party will perform any tree trimming or cutting necessary for their installation or additional attachments. Anchors and guys shall be in place and in effect prior to the installation of attachments. Each party shall, with due diligence, attempt at all times to execute such work promptly and in such a manner as to not interfere with the service of the other party.

Assignment

(a) In either scenario described in subsection (a) or (b) above, prior to the assignment, in whole or in part, of an existing Pole Attachment Agreement, an Attaching Entity shall obtain consent from the Pole Owner to the assignment.

(b) No assignment of all or any portion of a Pole Attachment Agreement shall be valid or effective unless the assigning party is in good standing at the time of the assignment and the party to whom the agreement is to be assigned first satisfies all pre-requisites to attachment in the existing Pole Attachment Agreement, including proof of insurance, security, bond or other assurance.

Dispute Resolution

(a) Disputes concerning Pole Attachments to Utility Poles shall be resolved, on an expedited basis, in accordance with the rules stated herein. The Commission may engage an administrative law judge for administration of any dispute described herein.

(b) In the event of a dispute regarding any compliance or non-compliance with the standards and specifications applicable to Pole Attachments to Utility Poles, either party may submit the matter to the Commission for binding resolution by Referee.

i. Binding resolution by Referee will be initiated by either party's submission of a letter to the Commission requesting appointment of a Referee by the Commission, with a copy sent to the other party's representative. The letter requesting appointment of a Referee shall include a concise summary of the dispute and will designate the party's point of contact for the dispute.

ii. The other party shall, within ten (1 0) business days of receipt of the letter requesting appointment of a Referee, respond with a letter similarly sent and copied that provides such party's summary of the dispute and designation of the party's point of contact.

iii. The Commission shall appoint a Referee for binding resolution of the dispute with fifteen (15) business days of receipt of the other party's letter as follows:

1. Each party will appoint an outside Professional Engineer licensed in the State of Georgia and these two (2) engineers will appoint a third outside Professional Engineer licensed in the State of Georgia or other qualified person to serve as the Referee.

2. In the event that the two (2) engineers so appointed are unable within ten (10) business days of receipt of the second letter to agree upon a third outside engineer or other qualified person who is willing and able to serve as the Referee, then the Referee will be appointed as follows: Three (3) names will be blindly drawn from the list of persons then comprising the NESC committee whose work is most closely related to the dispute (e.g., Clearances Committee or Strength and Loading Committee), or such other group as may be mutually agreed upon. Each party will strike one such name and the remaining person will serve as the Referee. If the parties strike the same name, then the Referee will be selected from the remaining two (2) names by coin toss. If the NESC committee member so selected is unwilling or unable to serve as Referee, then this procedure will be repeated (starting with the blind drawing of three different names as provided above) as necessary until a Referee that is acceptable to the Commission is selected who is willing and able to serve as Referee. If all committee member names of the NESC committee first selected are exhausted without a Referee being appointed who is willing and able to serve as Referee, then the parties will repeat the above-described procedure with the next NESC committee whose work is most closely related to the dispute, and so on until a Referee that is acceptable to the Commission is selected who is willing and able to serve as Referee.

iv. The Referee will make such investigation of the dispute as deemed appropriate in his or her discretion, which will include conferring with each party in whatever manner the Referee deems appropriate, so long as each party is afforded equal opportunity.

v. The Referee shall issue a binding decision in writing to the parties, from which there will be no appeal, within ninety (90) days of appointment to the matter by the Commission. Upon good cause shown, the Referee may apply for a limited extension to issue a binding decision. The party whose position is not upheld by the Referee shall be responsible to pay the Referee's fees and expenses. If both parties' positions are upheld in part, they will share the Referee's fees and expenses equally.

vi. Nothing herein shall preclude the parties, at any time, from independently resolving a dispute concerning any compliance or non-compliance with the standards and specifications applicable to Pole Attachments to Utility Poles prior to the Referee's issuance of a binding resolution. Upon appointment of a Referee by the Commission, the parties agree to be bound to pay the Referee's fees and expenses, irrespective of any subsequent resolution by the parties.

(c) Complaints alleging that an electric membership corporation is not complying with the terms of the Georgia Broadband Opportunity Act or these regulations shall be filed with the Commission and resolved on an expedited basis.

i. The complaining party shall have the burden of establishing a prima facie case that the rate, fee, term, condition, or specification is not just, reasonable, nondiscriminatory or commercially reasonable. The complaint shall include:

1. A concise and specific statement of why a rate, fee, term, condition or specification in any Pole Attachment Agreement with an electric membership corporation is not just, reasonable, nondiscriminatory or commercially reasonable, the harm caused by such rate, fee, term, condition or specification, and all data and information supporting such statement.

2. A concise and specific statement that the rate, fee, term, condition or specification was not mutually agreed upon by the parties and all data and information supporting such statement.

3. A complete copy of the relevant Pole Attachment Agreement; or, if no Pole Attachment Agreement has been entered by the parties, a statement to that effect and the reasons therefor.

4. A certification of service of the named defendant.

ii. The defendant shall file a response to the complaint within thirty (30) days of receipt of service of the complaint. The response shall respond to the complaint and, at a minimum, include:

1. A concise and specific statement of why the allegedly improper rate, fee, term, condition or specification is just, reasonable, nondiscriminatory or commercially reasonable, does or does not cause the harm allegedly suffered, and all data and information supporting such statement, or alternatively, why the complaining party failed to establish a prima facie case in the complaint.

2. A concise and specific statement that the rate, fee, term, condition or specification was or was not mutually agreed upon by the parties and all data and information supporting such statement.

3. A complete copy of the relevant Pole Attachment Agreement if the defendant contends that the copy submitted with the complaint is incorrect or inaccurate in any fashion.

4. A certification of service of the named complainant.

iii. No additional filings by either party shall be permitted unless expressly granted by the Commission. Upon its own motion or by motion of the parties, the Commission shall have discretion to order, grant, or deny any hearings, testimony, live or otherwise, oral argument or form of discovery or supplemental briefing it believes will aid in resolution of the complaint. Any such hearings, testimony, arguments or form of discovery or briefing shall not delay resolution of the complaint beyond the deadline detailed in subsection (d) below.

iv. The Commission shall either grant or deny the complaint, in whole or in part, for any reason supporting such decision. If the Commission determines that the rate, fee, term, condition or specification is not just, reasonable, nondiscriminatory, or commercially reasonable, it may:

1. Prescribe a replacement rate, fee, term, condition or specification that is as close as possible to the challenged rate, fee, term, condition, or specification but is just, reasonable, non-discriminatory, and commercially reasonable;

2. Sever and terminate the invalid rate, fee, term, condition or specification from the pole attachment agreement;

3. Direct the parties to reach agreement on a new rate, fee, term, condition or specification with or without guidance from the Commission; and/or

4. Grant other such equitable relief as the Commission may deem appropriate.

(d) Complaints alleging that an electric membership corporation is not complying with the terms of the Georgia Broadband Opportunity Act or these regulations shall be resolved by decision of the Commission within one hundred eighty (180) days from the date of the filing of the complaint. Under extraordinary circumstances, the Commission shall have the discretion to extend the deadline for decision.

(e) At any time, the Commission shall have authority to order the parties to participate in mediation, arbitration, settlement conference or other form of alternative dispute resolution before a Commission-appointed administrative law judge(s), officer(s), mediator(s), arbitrator(s) or other individual(s). The deadline for resolution of the complaint shall be stayed pending the Commission's referral of the complaint and the parties' completion of alternative dispute resolution.