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BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Duke Energy Ohio for an Increase in Electric Distribution Rates))))	Case No. 08-709-EL-AIR
In the Matter of the Application of Duke Energy Ohio for Tariff Approval))))	Case No. 08-710-EL-ATA
In the Matter of the Application of Duke Energy Ohio for Approval to Change Accounting Methods))))	Case No. 08-711-EL-AAM
In the Matter of the Application of Cincinnati Gas & Electric Company for Approval of its Rider BDP, Backup Delivery Point))))))))	Case No. 06-718-EL-ATA

DIRECT TESTIMONY

OF

EDWARD KOZELEK

SUBMITTED ON

BEHALF OF

THE OHIO CABLE TELECOMMUNICATIONS ASSOCIATION

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THE PUBLIC UTILITIES COMMISSION OF OHIO

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**DIRECT TESTIMONY OF EDWARD KOZELEK SUBMITTED ON BEHALF OF
THE OHIO CABLE TELECOMMUNICATIONS ASSOCIATION**

Q: PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRESS.

A: My name is Edward Francis Kozelek. I am the President of the Ohio Cable Telecommunications Association ("OCTA") Board of Directors. I was employed by the OCTA from January 1990 until June 30, 2006. I am currently employed by Time Warner Cable ("TWC"), where I serve as the Regional Vice President, Government Affairs for the Midwest Region. My business address is 1015 Olentangy River Road, Columbus, Ohio 43212.

Q: WHAT IS THE OHIO CABLE TELECOMMUNICATIONS ASSOCIATION?

A: OCTA is a not-for-profit organization that was formed over 40 years ago with the mission of representing the interests of the cable television and telecommunications

industry in the legislative and regulatory arenas. OCTA continues to pursue this mission today by addressing issues of importance to the cable telecommunications industry before the Ohio legislature, the Ohio Public Utilities Commission, Congress and the courts.

Q: WHY IS ACCESS TO UTILITY POLES ON REASONABLE AND NON-DISCRIMINATORY RATES, TERMS AND CONDITIONS IMPORTANT TO CABLE OPERATORS?

A: I cannot overstate the importance to cable operators in Ohio (and elsewhere) of access to utility poles on reasonable and non-discriminatory rates, terms and conditions. In essence, utility poles represent an “essential” or “bottleneck” facility that cable operators must have access to in order to deliver communications services to their customers. For a number of reasons, including zoning and rights-of-way restrictions, it is simply impractical and frequently even unlawful for cable operators to erect their own set of utility poles to support their communications wires. The sheer cost of erecting a duplicative set of utility poles is also cost prohibitive. In recognition of these realities, Congress ultimately set national policy with the enactment of the Pole Attachment Act to ensure cable operators access to utility poles on reasonable and non-discriminatory rates, terms and conditions. *See* 47 U.S.C. § 224.

Moreover, even the United States Supreme Court and other federal courts have held that cable operators do not have any real alternative to attaching their communications wires to existing poles owned by utilities in order to construct their networks. ^{1/} This is

^{1/} *See, e.g., FCC v. Florida Power Corp.*, 480 U.S. 245, 247 (1987) (“Cable

especially so once cable operators have already built their networks aerially in reliance on utility poles, because, at that point, rebuilding their networks underground from scratch is financially impossible. Indeed, even in places where cable operators have not yet constructed any plant, it is frequently infeasible and prohibitively expensive to place their wires underground. (As a general rule, underground construction of cable wires costs considerably more than what aerial plant construction costs.)

If cable operators did not have access to critical pole infrastructure erected and owned by utilities on reasonable rates, terms and conditions, they would be unable to serve their customers. Accordingly, OCTA is very interested in the rates, terms and conditions that Duke (which throughout my testimony I use to mean Duke Energy Ohio and its predecessors-in-interest) has included in its Proposed Pole Attachment/Conduit Occupancy Tariff.

Q: DO UTILITY POLE ATTACHMENT RATES, TERMS AND CONDITIONS AFFECT COMPETITION?

A: Yes, they most certainly can, as Patricia Kravtin also makes clear in her testimony. The fact is that as utilities and telephone companies move to compete against cable operators in the provision of video and other communications services, their ownership and control

Television operators, in order to deliver television signals to their subscribers, must have a physical carrier for the cable; in most instances underground installation of the necessary cables is impossible or impracticable. Utility company poles provide, under such circumstances, virtually the only practical medium for the installation of television cables.”); *Southern Co. v. FCC*, 293 F.3d 1338, 1341 (11th Cir. 2002) (“As a practical matter, cable companies have had little choice but to” attach “their distribution cable to utility poles owned and maintained by power and telephone companies.”); *Texas Utils. Elec. Co. v. FCC*, 997 F.2d 925, 927 (D.C. Cir. 1993) (“[T]he nascent cable television industry turned to the poles owned by telephone and electric utilities as the only feasible method for building a network to access customers.”).

of poles that cable operators must have access to in order to provide their customers with service presents them with the clear opportunity to impose anti-competitive rates, terms and conditions to secure an unfair and unlawful competitive advantage. In fact, this concern in part animates the Federal Pole Attachment Act. ^{2/} And that concern is very real. For example, as Neal Hensley explains in his testimony, I am aware that Duke only launched a sweeping audit of TWC's facilities on its poles after Duke had formed a joint venture with Current Technologies ("Current") in 2005 to launch a broadband over power line service in direct competition with TWC, and after TWC complained to Duke that Current's construction practices were creating safety violations affecting TWC's plant. The rates, terms and conditions that Duke imposes on cable operators are thus more important than ever now that Duke, through its investment in Current, has taken steps to compete in the provision of broadband communications services, and telephone companies are also increasingly in direct competition with cable operators' core video service. Duke's rates, terms and conditions must not create an unlevel playing field for all communications service providers.

Q: ARE DUKE'S PROPOSED AMENDMENTS TO ITS RATES, TERMS AND CONDITIONS REASONABLE?

A: No, in many respects they are not. As explained later in my testimony, Duke seeks to impose a pole attachment rate on cable operators that far exceeds what other Ohio

^{2/} See 47 U.S.C. § 224; see generally *Florida Power*, 480 U.S. at 247 (Pole Attachment Act was intended "as a solution to a perceived danger of anticompetitive practices by utilities in connection with cable television service"); *Selkirk Communications, Inc. v. Florida Power & Light Co.*, 8 F.C.C.R. 387, 390 n.11 (CCB 1993) ("Congress, in enacting Section 224 of the Communications Act was concerned about the overreaching and anti-competitive activities of utilities and telephone companies in providing pole attachments to cable television operators.")

utilities charge, and even what Duke's affiliates charge in other areas where they operate. Moreover, as I also explain later in my testimony, many of the terms and conditions that Duke seeks to impose are out of step with the terms and conditions that other utilities have adopted in Ohio as well as those that Duke's affiliates have adopted. The rates, terms and conditions of these other utilities (including those of Duke's affiliates in other areas) clearly bear on the reasonableness of the rates, terms and conditions that Duke seeks to impose on cable operators here.

To be clear, I am not saying that Duke should never be allowed to augment its rates, terms and conditions, but, where, as here, it seeks to impose new and stringent requirements that are outside the mainstream, as well as a rate that far exceeds the rates that other Ohio utilities charge and that Duke's affiliates charge elsewhere, they must be fully justified. They are not justified here.

Q: IS THE POLE ATTACHMENT RATE SOUGHT BY DUKE IN THIS PROCEEDING HIGHER THAN THE RATE THAT CABLE OPERATORS PAY OTHER OHIO UTILITIES?

A: Yes. The pole attachment rate of \$9.88 per pole, per year, that Duke now seeks Commission approval to charge cable operators in Ohio that make attachments to its poles far exceeds the pole attachment rates that other Ohio pole-owning utilities charge. As indicated on a chart that was prepared at my direction and is attached to my testimony as Exhibit 1, telephone utilities in Ohio charge cable operators an average of approximately less than \$3.00 per pole, per year, with many charging less than that. See Ex. 1. Investor-owned electric utilities in Ohio charge cable operators an average of less

than \$4.00 per pole, per year. *See* Ex. 1. The pole attachment rates charged by these other investor-owned electric utilities are more in line with the pole attachment rate that is contained in Duke's existing tariff – \$4.25 per pole, per year – than the rate it now seeks to impose. *See* Ex. 1. No other telephone or investor-owned electric utility in Ohio charges cable operators anywhere near \$9.88 per pole, per year. Duke's proposed rate is indeed more than three times the average pole attachment rate charged by telephone utilities in Ohio and more than twice the average pole attachment rate charged by other Ohio electric utilities. *See* Ex. 1.

Q: IS THE POLE ATTACHMENT RATE SOUGHT BY DUKE IN THIS PROCEEDING HIGHER THAN THE RATE THAT DUKE'S AFFILIATES CHARGE IN OTHER STATES WHERE THEY OPERATE?

A: Yes. Duke's proposed annual pole attachment rate of \$9.88 far exceeds the pole attachment rate Duke's affiliates charge cable operator attachers in other areas where they operate. Attached to my testimony as Exhibit 2 are pole attachment invoices for Duke's affiliates in North Carolina and Indiana, and its affiliate's tariff for Kentucky, which make this clear. Additionally, the chart attached to my testimony as Exhibit 3, which was prepared at my direction and is summarized immediately below, further makes clear that Duke's affiliates in these States charge pole attachment rates similar to the \$4.25 rate contained in Duke's existing tariff.

DUKE AFFILIATE POLE ATTACHMENT RATES OUTSIDE OHIO

<i>State</i>	<i>Per Pole Attachment Charge</i>
Indiana	\$4.91 per pole
Kentucky	\$4.60 per pole for a two-user pole \$4.00 per pole for a three-user pole
North Carolina	\$5.32 per pole

As noted above, in no other area where Duke's affiliates operate do they charge a pole attachment rate remotely similar to \$9.88 per attachment, per year. The rate it seeks to impose on cable operators in Ohio is nearly twice as much as the highest rate that its affiliates charge in other states (\$5.32 per pole, per year, in North Carolina).

Q: IS DUKE'S PROPOSED RATE REASONABLE?

No. Absent a justification that Duke has not provided, Duke's pole attachment rate should be similar to the rate that its affiliates charge in other areas, and to the rate of other Ohio utilities. As explained above, its proposed rate is nowhere near these rates.

Duke's proposed rate is also unreasonable and inappropriate because, as Patricia Kravtin explains in her testimony, it requires cable operators to pay far more than the proper share of their costs, as calculated under the Federal Communications Commission's ("FCC's") pole attachment formula.

Q: SHOULD DUKE'S TARIFF INCLUDE A RENTAL RATE FOR CONDUIT ACCESS?

A: Yes, it should. Access to conduit on reasonable rates, terms and conditions is just as important to cable operators as access to poles. As Patricia Kravtin explains in her testimony, Duke's conduit rate should be set according to the FCC conduit rate formula.

Q: ASIDE FROM DUKE'S PROPOSED POLE ATTACHMENT RATE, ARE THERE OTHER ASPECTS OF DUKE'S PROPOSED TARIFF THAT ARE UNREASONABLE?

A: Yes. There are many other aspects of Duke's proposed tariff that are unreasonable and should be modified before that tariff is approved. Attached to my testimony as Exhibit 4 are OCTA's proposed revisions to Duke's tariff, which are geared toward making the tariff more reasonable and competitively neutral. OCTA has used Duke's proposed tariff as a template. Thus, Exhibit 4 shows OCTA's revisions to Duke's proposed language. The basis for OCTA's revisions to Duke's proposed tariff is explained later in my testimony, as well as the testimony of Neal Hensley and Patricia Kravtin.

Q: SHOULD DUKE'S PROPOSED TARIFF PERMIT CABLE OPERATORS TO OVERLASH THEIR EXISTING ATTACHMENTS WITHOUT INCURRING AN ADDITIONAL ATTACHMENT CHARGE AND WITHOUT OBTAINING AN ADDITIONAL PERMIT?

A: Yes. As drafted, Duke's proposed tariff excludes overlashing and requires a separate negotiation for which terms and conditions are not specified in the tariff. However,

overlashing, which essentially involves no more than attaching an additional fiber-optic wire to an existing (or “host”) attachment already existing on a pole, is a standard practice within the cable industry that allows cable operators to timely upgrade their facilities in order to deliver broadband and other advanced communications services to their customers. Overlashed facilities occupy the same one foot of space as the host attachment, and thus an additional rental charge for overlashed facilities clearly would be inappropriate because the overlashed wire exists in the usable pole space that the cable operator is already paying for. Overlashed wire also does not impose any significant additional burden on a pole because it is a thin, lightweight fiber optic line, or a coaxial cable of a similar size. By the same token, because overlashed wires ride existing attachments on poles that the cable operator already has a license to attach to, it would be redundant, unnecessary and overly burdensome for a cable operator to obtain another permit to overlash existing wires.

Requiring cable operators to obtain advance approval for overlashing can serve as a potent anti-competitive tool by delaying cable operators’ provision of advanced communications service to customers. That anti-competitive concern is very relevant here because Duke, through its investment in Current, has taken steps to compete with cable operators in the provision of broadband communications services. Moreover, I understand that joint user telephone companies, which are competing against cable in the video and broadband market, do not obtain advanced permission, or incur a separate charge, to overlash their facilities, so any different requirement for cable operators would be discriminatory and create an unlevel playing field. *See Excerpts from Deposition Testimony of Ulrich Angleton, dated December 15, 2008 (“Angleton Dep.”), at 45-46,*

attached hereto as Exhibit 5; Excerpts from Deposition of Teresa Brierly, dated December 15, 2008, at 19-28 ("Brierly Dep."), attached hereto as Exhibit 6; *see also* Ex. 10.

Q: SHOULD DUKE'S PROPOSED TARIFF PERMIT CABLE OPERATORS TO ATTACH EQUIPMENT IN UNUSABLE POLE SPACE – SUCH AS RISERS AND POWER SUPPLIES – WITHOUT INCURRING AN ADDITIONAL RENTAL CHARGE?

A: Yes. Power supplies and risers are located in unusable space below the height at which electric facilities or communications wires can be attached. Because risers and power supplies do not deny Duke the ability to use any of the usable space other than the space occupied (and paid for) by the cable operator's horizontal attachment, Duke should not be permitted to collect any additional or separate rental charge for placement of such facilities in unusable space. Moreover, when a cable operator locates risers on a pole they are typically matched by risers of other attaching parties to transition between aerial and underground construction. And the power supplies used by cable operators actually constitute a source of revenue for electric utilities such as Duke. Duke's tariff does not now, but should, make clear that it cannot charge for such attachments, lest the ambiguity in the tariff be used by Duke to extract additional and inappropriate charges from cable operators. Duke has indeed already attempted to charge for risers and power supplies under its existing tariff.

Q: SHOULD DUKE'S TARIFF ALLOW DUKE TO PURPORT TO AUTHORIZE CABLE OPERATORS TO PROVIDE PARTICULAR COMMUNICATIONS

SERVICES?

A: No. As currently drafted, however, Duke's tariff purports to vest it with authority to determine the types of communications services that cable operators are allowed to provide. That is clearly inappropriate. Ohio law does not allow Duke to control the types of communications services that cable operators provide in reliance on attachments to its poles. If Duke had authority to control the types of services that cable operators provide, it could use it to delay or entirely prevent cable operators from providing their customers with the services that they want, such as broadband Internet access service or Voice over Internet Protocol phone service. Duke should not be given such potentially anti-competitive power.

Q: SHOULD CABLE OPERATORS BE ALLOWED TO MAKE ATTACHMENTS TO DROP POLES WITHOUT HAVING TO SEEK OR OBTAIN ADVANCED PERMISSION FROM DUKE?

A: Yes. As the FCC has explained, subscriber drops connect a customer's home to the cable distribution system, and "where it is necessary to maintain ground clearances a pole may be used to provide support for the service drop." ^{3/} The pole that is used to maintain clearance between the distribution pole and the customer's home is called a "drop" or "lift" pole. ^{4/} The FCC has treated these poles as included within the permits granted for

^{3/} See, e.g., *Mile Hi Cable Partners, L.P. v. Public Serv. Co. of Colo.*, 15 F.C.C.R. 11,450, 11,458, ¶ 17 (Cab. Serv. Bur. 2000), *aff'd*, 17 F.C.C.R. 6268 (2002), *aff'd sub nom.*, *Public Serv. Co. of Colo. v. FCC*, 328 F.2d 675 (D.C. Cir. 2003).

^{4/} See *id.*

mainline attachments. 5/

The standard industry practice is for cable operators to provide notice to pole owners of attachments that they have made to drop poles after-the-fact rather than before hand. The reason for this is that cable operators attach to drop poles only in order to provide service to new customers. Cable operators do not include drop poles in their network design maps or attach to drop poles as a matter of course in constructing their networks, and thus they do not include them when seeking permits to attach to distribution poles.

Cable operators do not even know about drop poles until the cable installer arrives at a given premises to hook up the customer to the cable system. If the cable operator had to seek approval for the drop pole attachment at that point (rather than simply providing the utility notice of the attachment), it would lose the customer.

Furthermore, I understand that Duke does not require joint user telephone companies to obtain permits before attaching to drop poles. *See* Angleton Dep. at 42-43, 46-47, 53-54, 71; Brierly Dep. at 27-28; Excerpts from Deposition of Donald Storck, Nov. 21, 2008 (“Storck Dep. 1”), at 98, attached hereto as Exhibit 7. It would therefore be discriminatory and anti-competitive for Duke to require only cable operators, with whom joint user telephone companies compete, to obtain permits before attaching to drop poles.

For these reasons, Duke’s tariff should expressly provide that cable operators are not required to obtain permits to attach to drop poles in advance of making attachments to those poles, which, as currently formulated, it does not.

5/ *See id.* ¶ 19 (“We believe that attachments to drop poles are adjuncts to attachments that are approved in the normal application process.”).

Q: SHOULD DUKE BE ALLOWED TO RESERVE TO ITSELF AUTHORITY TO IMPOSE ON CABLE OPERATORS ADDITIONAL TERMS AND CONDITIONS THAT ARE NOT INCONSISTENT WITH THOSE CONTAINED IN ITS TARIFF?

A: No. As currently drafted, however, Duke's tariff could be interpreted to give it the authority to impose on cable operators whatever additional terms and conditions that it wants as long as the tariff has not expressly forbidden such terms and conditions. That authority could prove to be a vehicle for serious mischief, because it could be interpreted effectively to allow Duke to impose new, onerous and even anti-competitive terms and conditions on cable operators at any time and for any reason entirely outside of the Commission's oversight. Duke should not have such sweeping and potentially harmful discretion.

Indeed, I understand that under Ohio law all of Duke's material terms and conditions are supposed to be included in its tariff. The discretion that Duke seeks would essentially provide it an end run around the law.

Q: SHOULD DUKE HAVE DISCRETION TO RESERVE SPACE ON A POLE AND THEREBY FORCE CABLE OPERATORS OUT OF POLE SPACE THEY CURRENTLY OCCUPY?

A: No. Duke should not be allowed to simply reserve space on a pole and thereby reclaim space presently occupied by a cable operator attacher, as the proposed tariff could be interpreted to allow. That discretion is contrary to cable operators' right to attach to Duke's utility poles. Instead, Duke should only be allowed to "reserve" pole space based

on a bona fide development plan in place at the time the cable operator attached to the pole. This discretion is particularly worrisome because, as Neal Hensley explains in his testimony, Duke has already asserted that any third-party attachment that is placed above 23'8" on its poles exists in "borrowed" space that Duke can reclaim at any time and for any reason – even if that space had not been previously reserved in accordance with a bona fide development plan.

Q: IS IT REASONABLE FOR DUKE TO PREVENT QUALIFIED CABLE WORKERS FROM ACCESSING ITS CONDUIT?

A: No. As currently drafted, Duke purports to limit access to its conduit to its own employees or its "designated representative." It is unreasonable for Duke to dictate the identity of the workers that access its conduit. Rather, Duke should only be allowed to restrict access to its conduit to workers who possess the same qualifications or meet the same criteria as its own workers or designated representatives. Allowing Duke to prevent qualified cable operator workers from accessing its conduit provides Duke with a means to delay for anti-competitive or other reasons cable operators' ability to construct facilities and serve their customers. This Commission should not allow Duke to have that power.

Q: IS IT REASONABLE FOR DUKE TO BE GIVEN AUTHORITY IN ITS TARIFF TO IMPOSE MONETARY PENALTIES ON CABLE OPERATORS FOR ALLEGED "UNAUTHORIZED" ATTACHMENTS?

A: No. As the Staff correctly concluded, Duke cannot reasonably penalize cable operators for alleged "unauthorized attachments" until it has performed a system-wide audit

establishing a baseline of attachments to its poles. After that, Duke should only be permitted to impose a reasonable penalty on cable operators for “unauthorized attachments” that it proves they have made to its poles.

In many instances, utility claims of “unauthorized attachments” are later determined to be erroneous. These errors can result from recordkeeping problems, misidentification of pole ownership or attacher identity in the field, or from new attachment counting methods deployed by the utility or its contractor. For example, as Neal Hensley explains in his testimony, these sorts of errors plagued Duke’s 2005 partial audit of TWC, in which many of the unauthorized attachments that it alleged TWC had made to its poles were not actually “unauthorized” at all. In light of the fact that utilities’ assertions of unauthorized attachments are often wrong, it is inappropriate to allow them to penalize cable operators based on such claims. Such penalties provide utilities an incentive to find unauthorized attachments on its poles (even where none actually exist) and inevitably leads to disputes.

Furthermore, it bears emphasizing that, as reflected in the chart attached to my testimony as Exhibit 8, the penalties that Duke seeks to impose on cable operators in Ohio are seriously out of step with the penalties imposed by other utilities in Ohio. Many utilities in Ohio do not impose penalties for “unauthorized attachments.” *See* Ex. 8. Those utilities that do impose penalties impose far less severe ones than those that Duke seeks authority to impose. *See* Ex. 8. Moreover, Duke’s affiliates outside of Ohio do not impose unauthorized penalties on cable operators in its other service areas as severe as those it seeks to impose on cable operators in Ohio, as shown on Exhibit 3, and pole attachment agreements for Duke’s affiliates in North Carolina and Indiana, and its affiliate’s tariff for Kentucky contained in Exhibit 9. And, as reflected in Duke’s joint

use agreements attached hereto as Exhibit 10, Duke also has not imposed unauthorized attachment penalties on joint user telephone companies which means that any penalties Duke imposes on cable operators would clearly be discriminatory and would put cable at a competitive disadvantage among other communications providers

Thus, Duke should not be given any authority to penalize cable operators for unauthorized attachments beyond the penalties that its affiliates currently impose in its other service areas. *See* Ex. 3; Ex. 9. In particular, Duke should only be allowed to impose the same penalties on cable operators in Ohio that it currently does in North Carolina. *See* Ex. 3; Ex. 9. That level of penalty appropriately balances the goal of ensuring that third-party attachers comply with its permitting process against the goal of encouraging Duke to regularly audit its plant. *See* Ex. 3; Ex. 9. It does so because an unauthorized attachment penalty keyed only to recovery of back rental denies Duke a significant windfall for finding (and penalizing) stale unauthorized attachments. *See* Ex. 3; Ex. 9.

Q: IS IT REASONABLE FOR DUKE TO IMPOSE CONSTRUCTION AND MAINTENANCE “SAFETY” STANDARDS THAT EXCEED THOSE SET BY THE NATIONAL ELECTRICAL SAFETY CODE?

A: No. The rules adopted by the National Electrical Safety Code (“NESC”) reflect the industry consensus on the construction standards for communications and electric facilities that are necessary to protect the safety of workers and the public. The NESC itself makes clear that there are no safety reasons to exceed the standards it sets. It therefore should be made clear in Duke’s proposed tariff that Duke cannot impose

requirements beyond those set by the NESC under the guise of safety.

Q: IS IT REASONABLE FOR DUKE TO IMPOSE MONETARY PENALTIES ON CABLE OPERATORS FOR ALLEGED “SAFETY” VIOLATIONS THAT IT CLAIMS THEY COMMITTED?

A: No. Duke should not be vested with authority to penalize cable operators for safety violations that it asserts, in its sole discretion, cable operators committed, even after all parties have cured violations currently existing on Duke’s poles, as the Staff proposes. Utility poles are organic environments and all attachers’ facilities may fall out of compliance for any number of reasons, such as weather or other exigencies, or actions of other attachers. As a result, the question of which attacher created any given violation is not easily answered, and often leads to heated disputes among the attaching parties. These disputes would become even more acrimonious and counterproductive, and potentially never-ending, if Duke could unilaterally impose a penalty on the party to whom it assigns fault.

The results of “safety” inspections that utilities perform are also unreliable. For example, as Neal Hensley explains in his testimony, the partial audit of TWC’s facilities that Duke recently performed was riddled with errors that seriously undermined its reliability and usefulness. Some of the violations that Duke’s contractors “found” did not even exist or others could not be confirmed in the field. In some cases, the alleged “safety” violations were the result of Duke’s contractors holding TWC’s old plant to newly-adopted standards. These types of errors make giving utilities like Duke unilateral authority to penalize cable operators for any violations that it claims they committed all the more

inappropriate.

Allowing Duke to have such authority indeed would be highly unusual. As illustrated in Exhibit 8, no other utility in Ohio has authority to penalize cable operators (or any other attacher for that matter) for safety violations. *See* Ex. 8. Duke does not impose penalties on cable operators in the other states where it operates. *See* Ex. 3; Ex. 9. Nor does Duke impose penalties for safety violations on joint pole users. *See* Ex. 10. As such, it would seem that such penalties are unnecessary to ensure that attacher's plant is constructed safely. Imposing such penalties only on cable operators would also place cable at a competitive disadvantage.

Furthermore, Duke has not demonstrated any reason why it is necessary for it to have that authority here. Duke has not offered anything to suggest that it incurs any costs as a result of safety violations created by third parties, or that it should receive a payment for such violations. The fact that Duke's affiliates do not impose the same penalties on attachers further suggests that such penalties are unnecessary to ensure that its poles are kept in a safe condition. Indeed, the only basis Duke has offered is the partial inspection of TWC's facilities. But, as noted earlier in my testimony and in the testimony of Neal Hensley, the results of that survey are problematic and cannot be accepted. As Neal Hensley also makes clear in his testimony, Duke's own facilities are not free from violations, and it does not work to quickly remediate its own violations.

If the Commission were to conclude that some form of penalty is appropriate for safety violations created by pole attachers, it should institute a rulemaking to determine the penalty mechanism, which it should apply to all attachers, including the pole owner and

joint users, equally.

Q: IS IT REASONABLE FOR DUKE TO REQUIRE CABLE OPERATORS TO CORRECT ALL SAFETY VIOLATIONS WITHIN 10 DAYS OF RECEIVING NOTICE FROM DUKE?

A: No. As currently drafted, Duke's proposed tariff seeks to require cable operators to correct any cable safety violations Duke alleges within 10 days. Obviously, all parties have an interest in maintaining the poles in a safe condition, but in many cases, it is simply not possible for a cable operator to correct a safety issue within 10 days. Corrections frequently require coordination among multiple parties attached to the pole, including Duke itself, and indeed often require a party other than the cable operator to take action first. A more realistic approach would be for cable operators to be required to initiate steps to correct conditions identified by Duke within 10 days of receiving notice.

Q: SHOULD DUKE'S TARIFF ANYWHERE ALLOW IT TO EXERCISE UNFETTERED DISCRETION?

A: No. Duke should not be permitted to exercise unfettered discretion in any area of its tariff. Such discretion can be wielded for anti-competitive and other impermissible purposes. Thus, as indicated in OCTA's proposed tariff, language purporting to vest Duke with absolute discretion should be removed. *See Ex. 4.* For example, Duke should not have sole discretion to conduct inspections of cable operators' plant whenever it wants. *See Ex. 4.*

Q: SHOULD DUKE BE ALLOWED TO CHARGE CABLE OPERATORS FOR THE ENTIRE COST OF INSPECTIONS THAT IT CONDUCTS WHENEVER IT WANTS?

A: No. As currently drafted, Duke's proposed tariff could be interpreted to vest Duke with authority to impose on cable operators the costs of any inspections that it conducts whenever it wants. It is clearly unreasonable for Duke to require cable operators to bear the full costs of inspections that benefit it and other attachers. Instead, Duke should only be allowed to require cable operators to reimburse it for those inspection costs that only benefit those operators.

Q: SHOULD DUKE BE ALLOWED TO DENY POLE ACCESS BY REFUSING TO RELOCATE ITS FACILITIES, OR ALLOWING ANOTHER ATTACHER TO REFUSE TO RELOCATE ITS FACILITIES?

A: No. Cable operators have a statutory right to access Duke's utility poles, which are vital to their ability to construct their networks and serve their customers. Yet, Duke has sought to remove from its existing tariff language that prevents it and other attachers from rearranging their facilities to make room for a cable attacher simply because they do not want to. Duke and other attachers, however, cannot be allowed to effectively deny cable operators access to poles simply because they do not want to rearrange their facilities. Moreover, Duke cannot be allowed to absolve itself of any role in ensuring that parties on a pole coordinate their relocation activities, as it proposes in its revised tariff. As the pole owner with its own electric facilities on a pole, Duke must often play a key role in coordinating the rearrangements that are necessary to make room for a cable

operator to attach.

Q: SHOULD DUKE BE ALLOWED TO DENY AN APPLICATION TO ATTACH OTHER THAN FOR REASONS OF SAFETY, RELIABILITY, AND GENERALLY-APPLICABLE ENGINEERING PURPOSES?

A: No. The Commission should limit Duke's authority to deny permits to attach by providing in its tariff that it can only deny applications to attach based on reasons of safety, reliability and generally-applicable safety standards. Otherwise, Duke could undermine cable operators' right to access poles by denying attachment permits for invalid reasons. Indeed, now that Duke, through its investment in Current, has taken steps to compete in the broadband marketplace, it is imperative that Duke not be able to wield its discretion to grant access to its poles in anti-competitive ways, such as by denying cable operators access to critical pole infrastructure.

Q: SHOULD DUKE'S AUTHORITY TO REQUIRE CABLE OPERATORS TO PAY REPLACEMENT COSTS BE LIMITED TO NEW ATTACHMENTS?

A: Yes. It is clearly unreasonable for Duke to require a cable operator to pay for pole or conduit replacement costs where the replacement is not required as a result of a new cable attachment. Cable operators should not have to pay to replace poles or conduit which they already occupy. Forcing such costs on cable operators can clearly serve as an anti-competitive weapon enabling Duke to upgrade its facilities at the expense of its competitors. Duke's tariff should therefore make clear that cable operators are only liable for replacement costs occasioned by their new attachment to a pole.

Q: SHOULD DUKE ONLY BE ALLOWED TO REQUIRE CABLE OPERATORS TO FIX CONDITIONS THAT INTERFERE WITH EXISTING POLE FACILITIES?

A: Yes. As drafted, Duke's proposed tariff could possibly be interpreted to give it authority to require cable operators to rearrange their facilities at its expense if they interfere with new facilities Duke or another attacher wishes to put on a pole. That authority is not reasonable, and could be used for anti-competitive ends. Instead, Duke should only be allowed to require cable operators to rearrange at its expense facilities that interfere with those facilities currently existing on a pole.

Q: SHOULD DUKE BE ALLOWED TO REQUIRE CABLE OPERATORS TO HOLD DUKE HARMLESS FOR ITS OWN ACTS AND OMISSIONS?

A: No, it should not. It is plainly unreasonable for Duke to require cable operators to hold it harmless for its own acts or omissions, including negligent acts and omissions. Duke's proposed requirement is one-sided too: Duke does not purport to hold cable operators harmless for Duke's actions and omissions. At most, cable operators should only be required to hold Duke harmless for their acts and omissions.

Q: SHOULD DUKE BE ALLOWED TO MAKE CABLE OPERATORS' RIGHTS SUBJECT TO RIGHTS LATER GIVEN TO OTHER THIRD PARTIES?

A: No. If Duke were able to make cable operators' rights subject to the rights later given to third parties, that discretion could be used as a vehicle to cut back on cable operators rights to reasonable and non-discriminatory access under the terms of its published tariff.

That authority could also be used to put cable at a competitive disadvantage vis-à-vis other communications providers.

Q: SHOULD DUKE HAVE UNRESTRAINED DISCRETION TO REQUIRE CABLE OPERATORS TO PROVIDE ANY BOND THAT IT DEMANDS?

A: No. Duke very clearly could use its discretion over bond amounts to effectively deny cable operators access to its poles and conduit. Duke could also use such authority discriminatorily or to place cable at a competitive disadvantage. Duke should only be permitted to require cable operators to pay a reasonable bond instead.

Q: SHOULD DUKE HAVE UNFETTERED DISCRETION TO CANCEL LICENSE AGREEMENTS WITH CABLE OPERATORS ON 60-DAYS' NOTICE AND THEREBY FORCE THEM TO REMOVE THEIR ATTACHMENTS?

A: No. As discussed earlier in my testimony, cable operators lack any viable alternative to accessing Duke's poles and conduit to provide service to their customers. As such, Duke could use its authority to terminate a license agreement with a cable operator, and force the operator to remove its facilities from Duke's poles, as a way to inappropriately force the cable operator to agree to unreasonable terms and conditions. Duke also could use its termination authority to discriminate against cable attachers or for other anti-competitive purposes. Whatever right Duke has to terminate an agreement with a cable operator therefore must be subject to the cable operator's legal right to access Duke's poles and conduit on reasonable and non-discriminatory terms and conditions.

Q: SHOULD DUKE BE PERMITTED TO REQUIRE CABLE OPERATORS TO REMOVE OR TRANSFER THEIR FACILITIES ON 10-DAYS' NOTICE FROM DUKE?

A: No. As noted earlier in my testimony, in some circumstances, it is simply not feasible for cable operators entirely to remove or relocate their attachments within 10 days. Cable operators often must wait for other parties to remove or relocate their facilities before they can remove or relocate theirs. Duke's tariff should be revised to reflect that 10 days is not a reasonable timeframe for cable operators to complete relocations or transfers of their facilities required by Duke and that cable operators should only be obligated to begin to relocate or transfer their facilities within that time period.

Q: DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes, it does. Thank you.

EXHIBIT 1

OHIO POLE ATTACHMENT RATES

TELEPHONE

<u>Telephone Utility</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
AT&T	\$2.52	\$2.52	\$2.52	\$2.52
Century Telephone Co.	\$1.95	\$1.95	\$1.95	\$1.95
Champaign Telephone Co.	\$1.75	\$1.75	\$1.75	\$1.75
Chillicothe Telephone Co.	\$1.68	\$1.68	\$1.68	\$1.68
Cincinnati Bell Telephone (Cable Attachees)	\$4.50	\$4.50	\$4.50	\$4.50
Columbus Grove	\$3.80	\$3.80	\$3.80	\$3.80
Germantown Telephone Company	\$2.25	\$2.25	\$2.25	\$2.25
Orwell dba Fairpoint	\$3.80	\$3.80	\$3.80	\$3.80
Verizon North	\$2.00	\$2.00	\$2.00	\$2.00
United Telephone (Embarq) ¹	N/A	N/A	N/A	N/A
Windstream Ohio	\$1.75	\$1.75	\$1.75	\$1.75
(All Exchanges Except Elyria and Columbia Station)				
Windstream Ohio	\$2.85	\$2.85	\$2.85	\$2.85
(Elyria and Columbia Station Exchanges)				
Windstream Western Reserve	\$2.00	\$2.00	\$2.00	\$2.00

¹ No pole attachment rate was located in Embarq's tariff.

OHIO POLE ATTACHMENT RATES (continued)

ELECTRIC

<u>Electric Utility</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>	<u>2005</u>
CEI	\$4.29	\$4.29	\$4.29	\$4.29
Columbus Southern Power	\$2.98	\$2.98	\$2.98	\$2.98
Dayton Power & Light	\$3.50	\$3.50	\$3.50	\$3.50
Duke Energy	\$4.25	\$4.25	\$4.25	\$4.25
Ohio Edison	\$4.69	\$4.69	\$4.69	\$4.69
Ohio Power Company	\$3.90	\$3.90	\$3.90	\$3.90
Toledo Edison	\$3.39	\$3.39	\$3.39	\$3.39

EXHIBIT 2



INVOICE

Invoice: 30310060
Invoice Date: 7/23/2008
Page: 1 of 1

Bill to: BRIGHT HOUSE NETWORKS
3030 ROOSEVELT AVE
INDIANAPOLIS IN 46218

Customer No: JIU-BRIGHT_HOUS
PO / Contract No:
Payment Terms: Net 30
Due Date: 8/22/2008
Amount Due: \$36,775.90

Invoice for 2008 annual pole attachment rental

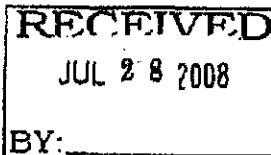
For billing questions, please call Uffe Angleton at 317/838-6369.

Line	Charge ID	Description	Qty	UOM	Unit Amt	Net Amount
1	JTU-1000-44	Hendricks County <i>Aron</i>	2,876.00	EA	4.91	14,121.16
2	JTU-1000-128	Fortville	589.00	EA	4.91	2,891.99
3	JTU-1000-129	Ingalls <i>Carmel</i>	205.00	EA	4.91	1,448.45
4	JTU-1000-130	Carmel <i>22654.74</i>	3,730.00	EA	4.91	18,314.30
Amount Due:						<u>36,775.90</u>

(Same as last year)
1201 31 14072 5883.80 (1176.76/mo)
1202 31 14072 9439.50 (1887.90/mo) *(move to prepark in Aug.)*
1201 31 21470 8237.39
1202 31 21470 13215.30
1201 31 677 64140 (.03)
1202 31 676 64140 (.06)

JUL 2/30

36775.90



Please detach and retain with your payment. Please indicate invoice number on check.

Payment Coupon

Please make check payable to:

DE Indiana Power Deliv
P.O. Box 1771
Cincinnati, Ohio 45201-1771

Fed Tax ID # 31-0473080

BRIGHT HOUSE NETWORKS
3030 ROOSEVELT AVE
INDIANAPOLIS IN 46218

Wire/ACH Instructions:

PNC Bank Ohio
ABA # 042000398
DE Indiana Power Deliv
Account # 4008510659

Invoice Number: 30310060

Corporation Code: 75115

Please Pay By: 8/22/2008

Customer Number: JIU-BRIGHT_HOUS

Total Amount Due: \$36,775.90

Amount Enclosed



INVOICE

Duke Energy
Joint Use - EC 10Q
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner
Durham System
P.O. Box 568
Morrisville NC 27560

Customer No: JU1097
Invoice: JU-003147
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	28,155	5.32	\$74,892.30
2	CURRENT POWER SUPPLIES	2	10.84	\$10.84
3		3,685	8.04CURRE	\$14,733.30

Subtotal: \$89,636.24

AMOUNT DUE: \$89,636.24

74696.87 1705 31 14072
14939.37 1705 31 21470 pole

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008

For billing questions, please call: Theresa Creswell at 704/382-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 80905
Charlotte NC 28260-0905

Invoice No: JU-003147
Invoice Date: July 24, 2008

From: Time Warner
Durham System
P.O. Box 568
Morrisville NC 27560

Customer No: 20817 / JU1097

Amount Due: \$ 89,636.24

Payment Amount: \$

INVOICE

Duke Energy
Joint Use - EC 100
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner
Chapel Hill System
P.O. Box 568
Morrisville NC 27560

Customer No: JU1139
Invoice: JU-003183
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	12,340	6.32	\$32,824.40
2	CURRENT POWER SUPPLIES	33	10.84	\$175.56
3	CURRENT TELECOM ATTACHMENTS	1,584	8.04	\$6,367.68
Subtotal:				\$39,367.64
AMOUNT DUE:				\$39,367.64

32806.36 1705 31 14072

6561.28 1705 31 24470 Pole TWC SSC AUG 01 2008

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008
For billing questions, please call: Theresa Creswell at 704/362-6384

RECEIVED

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 80905
Charlotte NC 28260-0905

Invoice No: JU-003183
Invoice Date: July 24, 2008

From: Time Warner
Chapel Hill System
P.O. Box 568
Morrisville NC 27560

Customer No: 20017 / JU1139

Amount Due: \$39,367.64

Payment Amount: \$

Detail Pole Attachment Exhibits For Billing Period: 07/01/2008 - 12/31/2008

JUL139 TIME WARNER - CHAPEL HILL, CARBORO, HILLSBOROUGH

Prior Attachment Counts: 13,911 33

Exhibit Number	Type	Originate Date	Complete Date	Attach	PerfSup	Comments
8115	A	06/28/2007	05/18/2008	13		
			Total:	13,924	33	ADD 13 POLE ATTACHMENTS IN EPAND LOCATED ON EPAND CEDAR GROVE RD.

Report Date: 07/21/2008

*Joint Use Administration
Duke Power Company*

INVOICE

Duke Energy
Joint Use - EC 100
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner
Salisbury System
Dept. CLT-12510
7910 Crescent Executive Dr. Suite #57
Charlotte NC 28217

Customer No: JU1050
Invoice: JU-003139
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	24,265	5.32	\$64,544.90
2	CURRENT POWER SUPPLIES	346	10.64	\$1,840.72
3	CURRENT TELECOM ATTACHMENTS	972	8.04	\$3,907.44
Subtotal:				\$70,293.06

AMOUNT DUE: \$70,293.06

TWC SSC
JUL 29 2008
RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008
For billing questions, please call: Theresia Creswell at 704/392-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 60905
Charlotte NC 28260-0905

Invoice No: JU-003139
Invoice Date: July 24, 2008

From: Time Warner
Salisbury System
Dept. CLT-12510
7910 Crescent Executive Dr. Suite #57
Charlotte NC 28217

Customer No: 20017 / JU1050

Amount Due: \$70,293.06

Payment Amount: \$

Detail Pole Attachment Exhibits For Billing Period: 07/01/2008 - 12/31/2008

JU1050 TIME WARNER - SALISBURY

Prior Attachment Counts:

25,213

346

Exhibit Number	Type	Originate Date	Complete Date	Attach	PwrSup	Comments
8230	A	12/11/2007	05/14/2008	22		ADD 22 POLE ATTACHMENTS IN ROCKWELL LOCATED ON LINKER ROAD OFF ST. PETER'S CHURCH.
8431	A	04/21/2008	07/15/2008	1		ADD 1 ATTACHMENT IN SALISBURY LOCATED AT 115 BRIAR CREEK.
8515	A	08/23/2008	07/15/2008	1		ADD 1 POLE ATTACHMENT IN CHINA GROVE LOCATED AT 2350 RITCHIE ROAD.
Total:				25,237	346	

Report Date: 07/21/2008

Joint Use Administration
Duke Power Company

INVOICE

Duke Energy
Joint Use - EC 10Q
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner
Charlotte System
Dept. CLT-12510
7910 Crescent Executive Dr. Suite #57
Charlotte NC 28217

Customer No: JU1104
Invoice: JU-003149
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	57,301	5.32	\$152,420.68
2	CURRENT POWER SUPPLIES	1,068	10.64	\$5,881.76
3	CURRENT TELECOM ATTACHMENTS	7,233	8.04	\$29,076.66
Subtotal:				\$187,179.08

AMOUNT DUE: \$187,179.08

TWC SSC

JUL 29 2008

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To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008
For billing questions, please call: Theresia Creswell at 704/382-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 60905
Charlotte NC 28260-0905

Invoice No: JU-003149
Invoice Date: July 24, 2008

From: Time Warner
Charlotte System
Dept. CLT-12510
7910 Crescent Executive Dr. Suite #57
Charlotte NC 28217

Customer No: 20017 / JU1104

Amount Due: \$ 187,179.08

Payment Amount: \$

Detail Pole Attachment Exhibits For Billing Period: 07/01/2008 - 12/31/2008

JU1104 TIME WARNER - CHARLOTTE

Prior Attachment Counts:

64,424

1,068

Report Date: 07/21/2008

Joint Use Administration
Duke Power Company

Exhibit Number	Type	Originate Date	Complete Date	Attach	PwrSup	Comments
8259	A	01/23/2008	02/27/2008	0		ADD 1 POLE ATTACHMENT IN CHARLOTTE LOCATED AT 427 RADIO ROAD. CUSTOMER WENT UNDERGROUND
8260	A	01/25/2008	02/27/2008	0		ADD 1 POLE ATTACHMENT IN CHARLOTTE LOCATED AT 5308 MT. HOLLY HUNTERSVILLE RD. THIS IS NOT A DUKE POLE
8291	A	02/08/2008	03/05/2008	19		ADD 19 POLE ATTACHMENT IN CHARLOTTE IN ED BROWN RD (REAR EASEMENT TO 11001 PARK CHARLOTTE BLVD.)
8298	A	02/11/2008	02/27/2008	1		ADD 1 POLE ATTACHMENT IN MATTHEWS LOCATED AT 5607 MONROE-WEDDINGTON RD
8310	A	02/20/2008	03/20/2008	1		ADD 1 POLE ATTACHMENT IN CHARLOTTE LOCATED AT 3736 MCKEE ROAD.
8311	A	02/20/2008	03/17/2008	2		ADD 2 POLE ATTACHMENT IN CHARLOTTE LOCATED AT 800 SEIFLE AVE.
8312	A	02/15/2008	03/17/2008	7		ADD 7 POLE ATTACHMENTS IN CHARLOTTE LOCATED AT 101 W. WORTHINGTON AVE.
8313	A	02/15/2008	03/20/2008	1		ADD 1 POLE ATTACHMENT IN CHARLOTTE LOCATED AT LANDCASTER HWY & ELMFORD PLACE
8314	A	02/15/2008	03/20/2008	2		ADD 2 POLE ATTACHMENTS IN CHARLOTTE LOCATED AT 1901 GALLOWAY ROAD
8326	A	02/13/2008	05/01/2008	1		ADD 1 POLE ATTACHMENT IN CHARLOTTE LOCATED AT 1124 S. MAIN STREET
8327	A	02/28/2008	03/24/2008	1		ADD 1 POLE ATTACHMENT IN CHARLOTTE LOCATED AT 10122 AMOS HOARD RD.
8360	A	03/13/2008	04/01/2008	5		ADD 5 POLE ATTACHMENTS IN CHARLOTTE LOCATED ON PROVIDENCE RD & ARDREY KELL ROAD.
8384	A	03/18/2008	03/20/2008	1		ADD 1 POLE ATTACHMENTS IN MATTHEWS LOCATED AT 600 BLOCK OF SAM NEWELL ROAD.
8373	A	03/24/2008	04/03/2008	2		ADD 2 POLE ATTACHMENTS IN MINT HILL LOCATED ON MARGARET WALLACE RD (THE GATES OF MINT HILL SUBDIVISION)
8374	A	03/24/2008	04/11/2008	0		ADD 2 POLE ATTACHMENTS IN MINT HILL LOCATED AT 5213 MARGARET WALLACE TO RAVENCROFT SUBDIVISION. NOT ADDED BECAUSE AT&T POLES.
8395	A	04/07/2008	04/25/2008	2		ADD 2 POLE ATTACHMENTS AT 201 W. 31ST STREET, CHARLOTTE.
8415	A	04/11/2008	04/28/2008	3		ADD 3 POLE ATTACHEMENTS IN CHARLOTTE LOCATED ON VIBURNAM WAY & W. 4TH.
8416	A	04/15/2008	04/24/2008	1		ADD 1 POLE ATTACHMENT IN MATTHEWS LOCATED AT 2528 WALKER ROAD
8417	A	04/14/2008	05/01/2008	1		ADD 1 POLE ATTACHMENT IN CHARLOTTE LOCATED AT 4412 MONROE ROAD
8422	A	04/15/2008	05/08/2008	4		ADD 4 POLE ATTACHMENTS IN CHARLOTTE LOCATED ON NATIONS FORD ROAD OFF AMON LANE
8434	A	04/22/2008	05/08/2008	7		ADD 7 POLE ATTACHMENTS IN INDIAN TRAIL LOCATED AT 12777 E. INDEPENDENCE BLVD.
8439	A	04/24/2008	06/18/2008	1		ADD 1 POLE ATTACHMENT IN CHARLOTTE LOCATED AT 4801 FREEDOM DR.
8441	A	05/01/2008	06/12/2008	1		ADD 1 POLE ATTACHMENT IN CHARLOTTE LOCATED AT INTERSECTION OF YORK RD & STEELECROFT PARKWAY
8444	A	04/24/2008	07/11/2008	3		ADD 3 POLE ATTACHMENTS IN CHARLOTTE LOCATED AT 3710 N DAVIDSON STREET
8446	A	04/24/2008	06/10/2008	5		ADD 5 POLE ATTACHMENTS IN CHARLOTTE LOCATED AT 1033 BERRYHILL ROAD

Report Date: 07/21/2008

Joint Use Administration
Duke Power Company

Exhibit Number	Type	Originate Date	Complete Date	Attach	PwrSup	Comments
8451	A	05/08/2008	05/13/2008	3		ADD 3 POLE ATTACHMENTS IN HUNTERSVILLE LOCATED ON HUTERSVILLE CONCORD ROAD.
8453	A	05/07/2008	05/27/2008	7		ADD 7 POLE ATTACHMENTS IN CHARLOTTE LOCATED AT 1320 S. CHURCH STREET.
8451	A	06/03/2008	06/15/2008	5		ADD 5 POLE ATTACHMENTS IN CHARLOTTE LOCATED ON SULLINS ROAD & PAWTUCKETT RD.
8510	A	06/19/2008	07/14/2008	4		ADD 4 POLE ATTACHMENTS IN CHARLOTTE LOCATED AT 639 GRIFFITH ROAD
8512	A	06/23/2008	07/16/2008	1		ADD 1 POLE ATTACHMENT IN CHARLOTTE LOCATED ON WILLIAMS POND LANE & BALLANTYNE COMMONS.
8517	A	06/23/2008	07/02/2008	3		ADD 3 POLE ATTACHMENTS IN CHARLOTTE LOCATED AT 4112 N. TRYON STREET.
8523	A	06/26/2008	07/01/2008	1		ADD 1 POLE ATTACHMENT IN CHARLOTTE LOCATED AT 2227 TIPTON DRIVE
8539	A	07/03/2008	07/11/2008	15		ADD 15 POLE ATTACHMENTS IN CHARLOTTE LOCATED ON YOUNGBLOOD ROAD.
			Total:	84,534	1,088	

Report Date: 07/21/2008

Joint Use Administration
Duke Power Company

INVOICE

Duke Energy
Joint Use - EC 100
P.O. Box 1008
Charlotte, NC 28201-1008



Time Warner
Kannapolis, Salisbury System
Dept. CLT-12510
7910 Crescent Executive Dr. Suite #57
Charlotte NC 28217

Customer No: JU1009
Invoice: JU-003131
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	23,551	5.32	\$62,645.66
2	CURRENT POWER SUPPLIES	405	10.64	\$2,154.60
3	CURRENT TELECOM ATTACHMENTS	2,952	8.04	\$11,867.04

Subtotal: \$76,667.30

AMOUNT DUE: \$76,667.30

TWC SSC
JUL 29 2008
RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008

For billing questions, please call: Theresia Creswell at 704/382-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 80905
Charlotte NC 28260-0905

Invoice No: JU-003131
Invoice Date: July 24, 2008

From: Time Warner
Kannapolis, Salisbury System
Dept. CLT-12510
7910 Crescent Executive Dr. Suite #57
Charlotte NC 28217

Customer No: 20017 / JU1009

Amount Due: \$76,667.30

Payment Amount: \$ _____

Detail Pole Attachment Exhibits For Billing Period: 07/01/2008 - 12/31/2008

JU1009 TIME WARNER - KANNAPOLIS, SALISBURY

Prior Attachment Counts: 26,460 405

Exhibit Number	Type	Originate Date	Complete Date	Attach	PwrSup	Comments
7771	A	10/25/2006	05/26/2008	3		ADD 3 POLE ATTACHMENT IN ROWAN LOCATED ON T000 DR. OFF ROGERS RD.
8206	A	11/21/2007	03/12/2008	2		ADD 2 POLE ATTACHMENTS IN KANNAPOLIS LOCATED ON MAIN ST. & TRICEE ST.
8320	A	02/21/2008	03/14/2008	1		ADD 1 POLE ATTACHMENT IN CONCORD LOCATED AT 1895 MOUNT PLEASANT ROAD N.
8320	A	02/21/2008	03/14/2008	1		ADD 1 POLE ATTACHMENT IN CONCORD LOCATED AT 1885 MOUNT PLEASANT ROAD N.
8325	A	02/25/2008	03/31/2008	1		ADD 1 POLE ATTACHMENT IN MT PLEASANT LOCATED AT 2350 HAHN ROAD.
8334	A	03/05/2008	07/15/2008	2		ADD 2 POLE ATTACHMENTS IN SALISBURY LOCATED ON ROSEMAN RD & MEADOW LAN.
8336	A	02/28/2008	07/15/2008	3		ADD 3 POLE ATTACHMENTS IN SALISBURY LOCATED AT 370 KING ROAD
8338	A	03/03/2008	04/01/2008	4		ADD 4 ATTACHMENTS IN MIDLAND LOCATED AT 12780 BETHEL SCHOOL ROAD OFF MIDLAND ROAD.
8366	A	03/13/2008	07/15/2008	1		ADD 1 POLE ATTACHMENT IN SALISBURY LOCATED AT 5885 LONG FERRY ROAD
8411	A	04/09/2008	07/11/2008	1		ADD 1 POLE ATTACHMENT IN SALISBURY LOCATED AT 7810 STOKES FERRY ROAD
8412	A	04/09/2008	07/11/2008	2		ADD 2 POLE ATTACHMENTS IN SALISBURY LOCATED AT 185 RAINEY ROAD.
8413	A	04/09/2008	07/11/2008	1		ADD 1 POLE ATTACHMENT IN ROCKWELL LOCATED AT PHANIOR CHURCH RD & BARNWOOD DR.
8433	A	04/11/2008	07/11/2008	1		ADD 1 POLE ATTACHMENT IN SALISBURY LOCATED AT 1708 OLD CONCORD ROAD.
8433	A	04/11/2008	07/11/2008	1		ADD 1 POLE ATTACHMENT IN SALISBURY LOCATED AT 1708 OLD CONCORD ROAD.
8482	A	05/19/2008	06/11/2008	9		ADD 9 POLE ATTACHMENTS IN CONCORD LOCATED ON HUDSPETH RD.
8492	A	06/08/2008	08/26/2008	4		ADD 4 POLE ATTACHMENTS IN WOODLOAF LOCATED AT 1520 HART RD.
8503	A	06/10/2008	07/11/2008	2		ADD 2 POLE ATTACHMENTS IN SALISBURY LOCATED AT 555 JOE LENTZ ROAD
8504	A	06/10/2008	07/11/2008	3		ADD 3 POLE ATTACHMENTS IN SALISBURY LOCATED AT LEISURE POINT ROAD.
8528	A	06/26/2008	07/15/2008	1		ADD 1 POLE ATTACHMENT IN SALISBURY LOCATED AT 225 MAE ROAD.
Total:				26,503	405	

Report Date: 07/21/2008

Joint Use Administration
Duke Power Company

INVOICE

Duke Energy
Joint Use - EC 10Q
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner
Monroe System
Dept. CLT-12510
7910 Crescent Executive Dr. Suite #57
Charlotte NC 28217

Customer No: JU1105
Invoice: JU-003151
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	9,904	5.32	\$26,344.64
2	CURRENT POWER SUPPLIES	131	10.64	\$896.92
3	CURRENT TELECOM ATTACHMENTS	1,684	8.04	\$6,769.68
Subtotal:				\$33,811.24

AMOUNT DUE: \$33,811.24

TWC SSC
JUL 29 2008
RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008
For billing questions, please call: Theresia Creswell at 704/382-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 60905
Charlotte NC 28260-0905

Invoice No: JU-003161
Invoice Date: July 24, 2008

From: Time Warner
Monroe System
Dept. CLT-12510
7910 Crescent Executive Dr. Suite #57
Charlotte NC 28217

Customer No: 20017 / JU1105

Amount Due: \$33,811.24

Payment Amount: \$

Detail Pole Attachment Exhibits For Billing Period: 07/01/2008 - 12/31/2008

JU1105 TIME WARNER - MONROE

Prior Attachment Counts:

11,501

131

Exhibit Number	Type	Originate Date	Complete Date	Attach	PwrSup	Comments
8296	A	02/12/2008	02/27/2008	4		ADD 4 POLE ATTACHMENTS IN MONROE LOCATED AT 3501 SINCERITY ROAD.
8296	A	02/12/2008	02/27/2008	4		ADD 4 POLE ATTACHMENTS IN MONROE LOCATED AT 3501 SINCERITY ROAD.
8335	A	02/28/2008	04/01/2008	1		ADD 1 POLE ATTACHMENT IN WAXHAW LOCATED ON MARVIN ROAD & MCCALL ROAD.
8446	A	04/23/2008	06/15/2008	6		ADD 6 POLE ATTACHMENTS IN MONROE LOCATED AT 2425 HWY 601 OFF MARION LEE ROAD.
8447	A	04/23/2008	06/04/2008	12		ADD 12 POLE ATTACHMENTS IN MONROE LOCATED ON MARION LEE ROAD OFF HWY 601
8488	A	06/02/2008	06/18/2008	0		MODIFICATION OF EXISTING ATTACHMENTS AT 3705 & 3713 AUSTIN ROAD. MONROE.
8494	A	06/06/2008	07/15/2008	1		ADD 1 POLE ATTACHMENT IN MONROE LOCATED AT 2729 WHITE STORE RD.
8501	A	06/10/2008	07/02/2008	59		ADD 59 POLE ATTACHMENTS IN MONROE LOCATED AT SIKES MILL RD/CLONTZ LONG RD/CARRIKER ROAD.
			Total:	11,588	131	

Report Date: 07/21/2008

Joint Use Administration
Duke Power Company

INVOICE

Duke Energy
Joint Use - EC 10Q
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner
Albemarle System
Dept. CLT-12510
7910 Crescent Executive Dr. Suite #57
Charlotte NC 28217

Customer No: JU1051
Invoice: JU-003141
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	7,724	5.32	\$20,545.84
2	CURRENT POWER SUPPLIES	89	10.64	\$473.48
3	CURRENT TELECOM ATTACHMENTS	477	8.04	\$1,917.54
Subtotal:				\$22,936.86

AMOUNT DUE: \$22,936.86

TWC SSC
JUL 29 2008
RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008
For billing questions, please call: Theresa Creswell at 704/382-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 50905
Charlotte NC 28260-0905

Invoice No: JU-003141
Invoice Date: July 24, 2008

From: Time Warner
Albemarle System
Dept. CLT-12510
7910 Crescent Executive Dr. Suite #57
Charlotte NC 28217

Customer No: 20017 / JU1061

Amount Due: \$ 22,936.86

Payment Amount: \$

Detail Pole Attachment Exhibits For Billing Period: 07/01/2008 - 12/31/2008

JU1051 TIME WARNER - ALBEMARLE

Prior Attachment Counts: 8,190 89

Exhibit Number	Type	Originate Date	Complete Date	Attach	PwrSup	Comments
8218	A	12/03/2007	07/11/2008	4		ADD 4 POLE ATTACHMENTS IN NORWOOD LOCATED AT 13038 HIGHWAY 52 S.
8317	A	02/13/2008	02/29/2008	2		ADD 2 POLE ATTACHMENTS IN NEW LONDON LOCATED AT 40583 TOWER ROAD
8477	A	05/21/2008	06/12/2008	1		ADD 1 POLE ATTACHMENT IN NORWOOD LOCATED AT 32654 CHAPEL ROAD.
8502	A	05/11/2008	07/15/2008	1		ADD 1 POLE ATTACHMENT IN NEW LONDON LOCATED AT 42038 CURLEY ROAD.
8514	A	05/26/2008	07/15/2008	1		ADD 1 POLE ATTACHMENT IN LOCUST LOCATED AT 203 MAPLE ST.
8550	A	05/08/2008	07/11/2008	2		ADD 2 POLE ATTACHMENTS IN RED CROSS LOCATED AT 913 W. REDCROSS RD. THIS REPLACES EXHIBIT A#8498.
Total:				8,201	89	

Report Date: 07/21/2008

Joint Use Administration
Duke Power Company

INVOICE

Duke Energy
Joint Use - EC 10Q
P.O. Box 1006
Charlotte, NC 28201-1006



TIME WARNER CABLE
MOORESVILLE SYSTEM
420 SOUTH ACADEMY STREET
MOORESVILLE NC 28115

Customer No: JU3241
Invoice: JU-003165
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	12,878	5.32	\$34,255.48
2	CURRENT POWER SUPPLIES	210	10.64	\$1,117.20
3	CURRENT TELECOM ATTACHMENTS	207	8.04	\$832.14
Subtotal:				\$36,204.82

AMOUNT DUE: \$36,204.82

TWC SSC
JUL 29 2008
RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008

For billing questions, please call: Theresia Creswell at 704/382-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 60905
Charlotte NC 28260-0905

Invoice No: JU-003165
Invoice Date: July 24, 2008

From: TIME WARNER CABLE
MOORESVILLE SYSTEM
420 SOUTH ACADEMY STREET
MOORESVILLE NC 28115

Customer No: 20017 / JU3241

Amount Due: \$ 36,204.82

Payment Amount: \$ _____

Detail Pole Attachment Exhibits For Billing Period: 07/01/2008 - 12/31/2008

JU3241 TIME WARNER - MOORESVILLE

Prior Attachment Counts:

12,972

210

Exhibit Number	Type	Originate Date	Complete Date	Attach	Pay/Sup	Comments
8335	A	06/16/2007	02/25/2008	0		MODIFICATION OF EXISTING ATTACHMENTS IN STONEY POINT LOCATED AT 617 COUNTY LINE RD OFF JORDAN CREST LANE.
8316	A	02/14/2008	03/16/2008	20		ADD 20 POLE ATTACHMENTS IN MOORESVILLE LOCATED ON ISLAND TERRACE ROAD OFF LAUREL COVE ROAD.
8351	A	03/11/2008	03/20/2008	0		MODIFICATION ON MCKENDREE RD/BEATEN PATH RD/LAKEVIEW SHORES LOOP
8371	A	03/26/2008	04/04/2008	2		ADD 2 POLE ATTACHMENTS IN TROUTMAN/MOORESVILLE LOCATED AT RIVERBEND DRIVE OFF FERN HILL ROAD.
8409	A	04/06/2008	04/04/2008	1		ADD 1 POLE ATTACHMENT IN TROUTMAN LOCATED AT 226 HICKS CREEK ROAD.
8410	A	04/06/2008	06/24/2008	2		ADD 2 POLE ATTACHMENTS IN STATESVILLE, LOCATED AT 178 ROSEMAN LANE.
8448	A	05/05/2008	05/16/2008	4		ADD 4 POLE ATTACHMENTS IN CHARLOTTE LOCATED ON HUCKS ROAD ELEMENTARY SCHOOL OFF SPRING PARKS DRIVE.
8450	A	05/05/2008	05/20/2008	11		ADD 11 POLE ATTACHMENTS ON TREEBARK RD OFF PISGAH RD.
8470	A	05/20/2008	05/30/2008	9		ADD 9 POLE ATTACHMENTS IN CHARLOTTE LOCATED ON MT. HOLLY - HUNTERSVILLE ROAD OFF NC16
8471	A	05/20/2008	05/30/2008	16		ADD 16 POLE ATTACHMENTS IN HUNTERSVILLE LOCATED ON HUNTERSVILLE-CONCORD RD OFF EASTGATE DR.
8472	A	05/20/2008	06/30/2008	8		ADD 8 POLE ATTACHMENTS IN CHARLOTTE LOCATED ON OLD BUD HENDERSON ROAD OFF GILEAD RD.
8521	A	06/26/2008	07/14/2008	6		ADD 6 POLE ATTACHMENTS IN TROUTMAN LOCATED AT 590 MURDOCK ROAD
8522	A	06/26/2008	07/14/2008	33		ADD 33 POLE ATTACHMENTS IN STATESVILLE LOCATED ON FAIRMONT ROAD OFF LOCKLY DRIVE.
8529	A	06/26/2008	07/03/2008	1		ADD 1 POLE ATTACHMENT IN MOORESVILLE LOCATED AT 167 CATALINA DRIVE.
Total:				13,085	210	

Report Date: 07/21/2008

Joint Use Administration
Duke Power Company

INVOICE

Duke Energy
Joint Use - EC 10Q
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner
Gastonia System
Dept. CLT-12510
7910 Crescent Executive Dr. Suite #57
Charlotte NC 28217

Customer No: JU1018
Invoice: JU-003133
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	21,909	5.32	\$58,277.94
2	CURRENT POWER SUPPLIES	92	10.64	\$489.44
3	CURRENT TELECOM ATTACHMENTS	983	8.04	\$3,951.66
Subtotal:				\$62,719.04

AMOUNT DUE: \$62,719.04

TWC SSC
JUL 29 2008
RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008
For billing questions, please call: Theresa Creswell at 704/382-8384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 60905
Charlotte NC 28260-0905

Invoice No: JU-003133
Invoice Date: July 24, 2008

From: Time Warner
Gastonia System
Dept. CLT-12510
7910 Crescent Executive Dr. Suite #57
Charlotte NC 28217

Customer No: 20017 / JU1018

Amount Due: \$62,719.04

Payment Amount: \$

Detail Pole Attachment Exhibits For Billing Period: 07/01/2008 - 12/31/2008

JU1016 TIME WARNER - GASTONIA

Prior Attachment Counts: 22,881 92

Exhibit Number	Type	Originate Date	Complete Date	Attach	PwrSup	Comments
8287	A	02/13/2008	05/17/2008	2		ADD 2 POLE ATTACHMENTS IN GASTONIA LOCATED AT 121 HARDWOOD CIRCLE
8315	A	02/21/2008	04/01/2008	1		ADD 1 POLE ATTACHMENTS IN MT HOLLY LOCATED AT 2220 OLD HICKORY GROVE RD.
8455	A	05/12/2008	05/29/2008	3		ADD 3 POLE ATTACHMENTS IN BELMONT LOCATED AT 1220 SPRUCE ST.
8456	A	05/12/2008	06/11/2008	1		ADD 1 POLE ATTACHMENT IN GASTONIA LOCATED AT 2477 E. OZARK AVE.
8485	A	08/09/2008	07/15/2008	1		ADD 1 POLE ATTACHMENT IN GASTONIA LOCATED NEAR INTERSECTION OF KENDRICK AND BEATY ROAD.
8527	A	06/27/2008	07/08/2008	3		ADD 3 POLE ATTACHMENTS IN DALLAS LOCATED ON TOWER ROAD.
Total:				22,892	92	

Report Date: 07/24/2008

Joint Use Administration
Duke Power Company

INVOICE

Duke Energy
Joint Use - EC 100
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner
Clover System
Dept. CLT-12510
7910 Crescent Executive Dr. Suite #57
Charlotte NC 28217

Customer No: JU1150
Invoice: JU-003099
Invoice Date: July 23, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	1,705	5.32	\$4,535.30
2	CURRENT POWER SUPPLIES	7	10.64	\$37.24

Subtotal: \$4,572.54

AMOUNT DUE: \$4,572.54

TWC SSC
JUL 29 2008
RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/22/2008
For billing questions, please call: Theresia Creswell at 704/382-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 60805
Charlotte NC 28260-0905

Invoice No: JU-003099
Invoice Date: July 23, 2008

From: Time Warner
Clover System
Dept. CLT-12510
7910 Crescent Executive Dr. Suite #57
Charlotte NC 28217

Customer No: 20017 / JU1150

Amount Due: \$ 4,572.54

Payment Amount: \$

Detail Pole Attachment Exhibits For Billing Period: 07/01/2008 - 12/31/2008

JU1150 TIME WARNER - CLOVER

Prior Attachment Counts: 1,677 7

Exhibit Number	Type	Originate Date	Complete Date	Attach	PwrSup	Comments
7573	A	08/10/2006	04/30/2008	25		ADD 25 POLE ATTACHMENTS IN CLOVER LOCATED ON HWY 56
8489	A	06/05/2008	07/11/2008	3		ADD 3 POLE ATTACHMENTS IN CLOVER LOCATED AT 2026 & 2054 HWY 557.
			Total:	1,705	7	

Report Date: 07/21/2008

Joint Use Administration
Duke Power Company

INVOICE

Duke Energy
Joint Use - EC 10Q
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner
Shelby System
Dept. CLT-12510
7910 Crescent Executive Dr. Suite #57
Charlotte NC 28217

Customer No: JU1077
Invoice: JU-003145
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	19,422	5.32	\$51,662.52
2	CURRENT POWER SUPPLIES	238	10.64	\$1,286.16
3	CURRENT TELECOM ATTACHMENTS	943	8.04	\$3,790.86
Subtotal:				\$56,719.54

AMOUNT DUE: \$56,719.54

TWC SSC
JUL 29 2008
RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008
For billing questions, please call: Theresia Creswell at 704/382-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 60905
Charlotte NC 28260-0905

Invoice No: JU-003145
Invoice Date: July 24, 2008

From: Time Warner
Shelby System
Dept. CLT-12510
7910 Crescent Executive Dr. Suite #57
Charlotte NC 28217

Customer No: 20017 / JU1077

Amount Due: \$ 56,719.54

Payment Amount: \$

JU1077	TIME WARNER - SHELBY
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JU1077 TIME WARNER - SHELBY

Prior Attachment Counts:

238	20,362
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238

**Joint Use Administration
Duke Power Company**

Report Date: 07/21/2008

INVOICE

Duke Energy
Joint Use - EC 100
P.O. Box 1008
Charlotte, NC 28201-1008



Time Warner
Denton System
P.O. Box 35588
Greensboro NC 27425-5588

Customer No: JU1258
Invoice: JU-003155
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	1,556	5.32	\$4,138.96
2	CURRENT POWER SUPPLIES	12	10.64	\$63.84
3	CURRENT TELECOM ATTACHMENTS	88	8.04	\$273.36
Subtotal:				\$4,476.16
AMOUNT DUE:				\$4,476.16

no attachment

TWC SSC

JUL 29 2008

RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by 08/01/2008.
For billing questions, please call: Theresia Creswell at 704/382-8384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 60905
Charlotte NC 28260-0905

Invoice No: JU-003155
Invoice Date: July 24, 2008

From: Time Warner
Denton System
P.O. Box 35588
Greensboro NC 27425-5588

Customer No: 20017 / JU1258

Amount Due: \$ 4,476.16

Payment Amount: \$ _____

INVOICE

Duke Energy
Joint Use - EC 10Q
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner
Thomasville, Lexington System
P.O. Box 35568
Greensboro NC 27425-5568

Customer No: JU1000
Invoice: JU-003127
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	9,782	5.32	\$26,020.12
2	CURRENT POWER SUPPLIES	81	10.64	\$430.92
3	CURRENT TELECOM ATTACHMENTS	420	8.04	\$1,688.40
Subtotal:				\$28,139.44

AMOUNT DUE: \$28,139.44

TWC SSC

JUL 29 2008

RECEIVED

no attachment

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008

For billing questions, please call: Theresa Creswell at 704/382-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 60905
Charlotte NC 28260-0905

Invoice No: JU-003127
Invoice Date: July 24, 2008

From: Time Warner
Thomasville, Lexington System
P.O. Box 35568
Greensboro NC 27425-5568

Customer No: 20017 / JU1000

Amount Due: \$ 28,139.44

Payment Amount: \$

INVOICE

Duke Energy
Joint Use - EC 10Q
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner
ALAMANCE COUNTY SYSTEM
P.O. Box 35568
Greensboro NC 27425-5568

Customer No: JU1048
Invoice: JU-003137
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	21,800	5.32	\$57,988.00
2	CURRENT POWER SUPPLIES	135	10.84	\$718.20
3	CURRENT TELECOM ATTACHMENTS	964	8.04	\$3,875.28
Subtotal:				\$62,581.48

AMOUNT DUE: \$62,581.48

TWC SSC
JUL 29 2008
RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008

For billing questions, please call: Theresia Creswell at 704/362-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 80805
Charlotte NC 28260-0805

Invoice No: JU-003137
Invoice Date: July 24, 2008

From: Time Warner
ALAMANCE COUNTY SYSTEM
P.O. Box 35568
Greensboro NC 27425-5568

Customer No: 20017 / JU1048

Amount Due: \$ 62,581.48

Payment Amount: \$

Detail Pole Attachment Exhibits For Billing Period: 07/01/2008 - 12/31/2008

JU1048 TIME WARNER - ALAMANCE

Prior Attachment Counts:

22,732

135

Exhibit Number	Type	Originate Date	Complete Date	Attach	PwrSup	Comments
8188	A	10/15/2007	05/05/2008	2		ADD 2 POLE ATTACHMENTS IN BURLINGTON LOCATED ON BROOKSBRIDGE RD.
8292	A	02/08/2008	05/05/2008	1		ADD 1 POLE ATTACHMENT IN MEBANE LOCATED AT 1322 MEBANE OAKS RD.
8345	A	02/18/2008	05/05/2008	6		ADD 6 POLE ATTACHMENTS IN BURLINGTON LOCATED ON TRADE STREET & NORTH MAIN STREET.
8355	A	03/05/2008	05/05/2008	3		ADD 3 ATTACHMENT IN BURLINGTON LOCATED AT 2478 BARBER FOSTER ROAD
8375	A	03/12/2008	05/05/2008	6		ADD 6 POLE ATTACHMENTS IN MEBANE LOCATED ON BEN WILSON ROAD IN FRONT OF COLLINGTON FARMS.
8385	A	03/27/2008	05/05/2008	4		ADD 4 ATTACHMENTS IN MEBANE LOCATED AT 742 GIBSON ROAD
8400	A	03/27/2008	05/05/2008	7		ADD 7 POLE ATTACHMENTS IN BURLINGTON LOCATED AT 406 E. INTERSTATE SERVICE RD.
8437	A	04/14/2008	06/03/2008	3		ADD 3 POLE ATTACHMENTS IN GLEN RAVEN LOCATED ON FAUCETTE AVE OFF OF PARKS STREET EXT.
Total:				22,764	135	

Report Date: 07/21/2008

Joint Use Administration
Duke Power Company

INVOICE

Duke Energy
Joint Use - EC 100
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner Cable
KING SYSTEM
DEPT GRN 16010
7910 CRESENT EXECTIVE DR, SUITE 7
CHARLOTTE 28217-5502

Customer No: JU3240
Invoice: JU-003163
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT POWER SUPPLIES	90	10.64	\$478.80
2	CURRENT TELECOM ATTACHMENTS	66	8.04	\$285.32
3	CURRENT ATTACHMENTS	7,146	5.32	\$19,008.36
Subtotal:				\$19,762.48
AMOUNT DUE:				\$19,762.48

TWC SSC
JUL 29 2008
RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008
For billing questions, please call: Theresa Creswell at 704/382-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 60905
Charlotte NC 28260-0905

Invoice No: JU-003163
Invoice Date: July 24, 2008

From: Time Warner Cable
KING SYSTEM
DEPT GRN 16010
7910 CRESENT EXECTIVE DR, SUITE 7
CHARLOTTE 28217-5502

Customer No: 20017 / JU3240

Amount Due: \$ 19,762.48

Payment Amount: \$

INVOICE

Duke Energy
Joint Use - EC 100
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner Of Forsyth County
Forsyth County System
P.O. Box 35568
Greensboro NC 27425-5568

Customer No: JU1006
Invoice: JU-003129
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT TELECOM ATTACHMENTS	2,540	8.04	\$10,210.80
2	CURRENT ATTACHMENTS	56,972	5.32	\$151,545.52
3	CURRENT POWER SUPPLIES	612	10.64	\$3,255.84
Subtotal:				\$165,012.16
AMOUNT DUE:				\$165,012.16

TWC SSC
JUL 29 2008
RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008
For billing questions, please call: Theresa Creswell at 704/382-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 66806
Charlotte NC 28260-0806

Invoice No: JU-003129
Invoice Date: July 24, 2008

From: Time Warner Of Forsyth County
Forsyth County System
P.O. Box 35568
Greensboro NC 27425-5568

Customer No: 20017 / JU1006

Amount Due: \$ 165,012.16

Payment Amount: \$

Detail Pole Attachment Exhibits For Billing Period: 07/01/2008 - 12/31/2008

JU1006 SUMMIT CABLE SERVICES OF FORSYTH COUNTY

Prior Attachment Counts: 59,460 612

Exhibit Number	Type	Originate Date	Complete Date	Attach	PerSup	Comments
8252	A	01/22/2008	03/07/2008	1		ADD 1 POLE ATTACHMENT IN KERNERSVILLE LOCATED ON OLD SALEM ROAD
8254	A	01/25/2008	04/24/2008	19		ADD 19 POLE ATTACHMENTS IN ADVANCE LOCATED ON CORNATZER RD, BRIDLE LN AND RABBIT FARM TRAIL
8255	A	01/14/2008	04/24/2008	14		ADD 14 POLE ATTACHMENTS IN PFAFFTOWNE LOCATED ON MONTFORD ROAD
8267	A	01/28/2008	03/07/2008	1		ADD 1 POLE ATTACHMENT IN WINSTON SALEM LOCATED AT 2081 GRIFFITH RD.
8344	A	02/18/2008	07/16/2008	1		ADD 1 POLE ATTACHMENT IN WINSTON SALEM LOCATED AT 224 SOUTH CHERRY STREET
8352	A	03/10/2008	05/08/2008	6		ADD 6 POLE ATTACHMENTS IN KING LOCATED AT 136 MASONIC DRIVE OFF OF MAIN STREET
8405	A	04/07/2008	05/08/2008	10		ADD 10 POLE ATTACHMENTS IN RURAL HALL LOCATED ON PAYNE ROAD CELL SITE
Total:				59,512	612	

Report Date: 07/21/2008

Joint Use Administration
Duke Power Company

INVOICE

Duke Energy
Joint Use - EC 100
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner
Guilford County System
P.O. Box 35568
GREENSBORO NC 27425-5568

Customer No: JU1069
Invoice: JU-003143
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	54,265	5.32	\$144,344.90
2	CURRENT POWER SUPPLIES	708	10.64	\$3,755.82
3	CURRENT TELECOM ATTACHMENTS	4,398	8.04	\$17,679.86
Subtotal:				\$165,780.78

AMOUNT DUE: \$165,780.78

TWC SSC
JUL 29 2008
RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008
For billing questions, please call: Theresia Creswell at 704/362-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 80805
Charlotte NC 28280-0905

Invoice No: JU-003143
Invoice Date: July 24, 2008

From: Time Warner
Guilford County System
P.O. Box 35568
GREENSBORO NC 27425-5568

Customer No: 20017 / JU1069

Amount Due: \$165,780.78

Payment Amount: \$

Detail Pole Attachment Exhibits For Billing Period: 07/01/2008 - 12/31/2008

JU1069 TIME WARNER - GREENSBORO

Prior Attachment Counts: 58,444 706

Exhibit Number	Type	Originate Date	Complete Date	Attach	PwrSup	Comments
7556	A	03/20/2006	03/08/2008	39		ADD 39 POLE ATTACHMENTS IN GREENSBORO LOCATED ON HAGAN STONE PARK RD.
8293	A	01/15/2008	07/18/2008	17		ADD 17 POLE ATTACHMENTS IN GREENSBORO LOCATED ON BURNT POPLAR ROAD.
8301	A	02/18/2008	03/07/2008	11		ADD 11 POLE ATTACHMENTS IN GREENSBORO LOCATED ON HAGAN STONE PARK.
8302	A	09/27/2007	05/05/2008	65		ADD 24 POLE ATTACHMENTS IN SAXAPAHAW LOCATED ON SALEM CHURCH ROAD FROM TRADON PLACE TO DAWNWOOD AND TO SALEM WOODS.
8303	A	02/01/2008	04/23/2008	68		ADD 88 POLE ATTACHMENTS IN GIMSONVILLE LOCATED ON BETHEL CHURCH ROAD FROM GARDEN ACRES TO BRIGHTWOOD CHURCH RD
8348	A	02/26/2008	04/23/2008	9		ADD 9 POLE ATTACHMENTS IN SUMERFIELD LOCATED AT 6880 LAKE BRANDT
8382	A	03/27/2008	08/18/2008	4		ADD 4 POLE ATTACHMENTS IN GREENSBORO LOCATED ON SILVER STREET OFF OF PRESNELL
8384	A	03/27/2008	05/18/2008	3		ADD 3 POLE ATTACHMENTS IN GREENSBORO LOCATED AT 232 MARSHALL SMITH ROAD.
8402	A	04/04/2008	07/16/2008	3		ADD 3 POLE ATTACHMENTS IN SUMMERFIELD LOCATED AT 7833 WINFREE ROAD.
Total:				58,663	706	

Report Date: 07/21/2008

Joint Use Administration
Duke Power Company

INVOICE

Duke Energy
Joint Use - EC 100
P.O. Box 1006
Charlotte, NC 28201-1006



TIME WARNER CABLE
MT. AIRY/ELKIN SYSTEM
DEPT GRN 16010
7910 CRESENT EXECTIVE DR., SUITE #57
CHARLOTTE NC 28217-5502

Customer No: JU3238
Invoice: JU-003119
Invoice Date: July 23, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	8,124	5.32	\$21,609.84
2	CURRENT POWER SUPPLIES	60	10.64	\$625.60
Subtotal:				\$22,035.44

AMOUNT DUE: \$22,035.44

TWC SSC
JUL 29 2008
RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/22/2008
For billing questions, please call: Theresa Creswell at 704/382-8384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 60905
Charlotte NC 28260-0905

Invoice No: JU-003119
Invoice Date: July 23, 2008

From: TIME WARNER CABLE
MT. AIRY/ELKIN SYSTEM
DEPT GRN 16010
7910 CRESENT EXECTIVE DR., SUITE #57
CHARLOTTE NC 28217-5502

Customer No: 20017 / JU3238

Amount Due: \$ 22,035.44

Payment Amount: \$

INVOICE

Duke Energy
Joint Use - EC 10Q
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner Cable
Mocksville System
DEPT GRN 16010
7910 CRESENT EXECUTIVE DR, SUITE #57
CHARLOTTE NC 28217-5502

Customer No: JU3239
Invoice: JU-003161
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	11,740 11,731	5.32	\$31,204.48
2	CURRENT POWER SUPPLIES	1,722 180	10.64	\$657.80
3	CURRENT TELECOM ATTACHMENTS	8	8.04	\$36.16
Subtotal:				\$32,198.24

AMOUNT DUE: \$32,198.24

TWC SSC
JUL 29 2008
RECEIVED

NO ATTACHMENTS IN Mocksville.

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008
For billing questions, please call: Theresa Creswell at 704/382-6384

Harrisburg
not over it's
Charlotte

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 60906
Charlotte NC 28260-0906

Invoice No: JU-003161
Invoice Date: July 24, 2008

From: Time Warner Cable
Mocksville System
DEPT GRN 16010
7910 CRESENT EXECUTIVE DR, SUITE #57
CHARLOTTE NC 28217-5502

Customer No: 20017 / JU3239

Amount Due: \$32,198.24

Payment Amount: \$

Detail Pole Attachment Exhibits For Billing Period: 07/01/2008 - 12/31/2008

JU3239 TIME WARNER - MOCKSVILLE

Prior Attachment Counts:

11,722 180

Exhibit Number	Type	Originate Date	Complete Date	Attach	PwrSnp	Comments
8340	A	02/28/2008	04/23/2008	5		ADD 5 POLE ATTACHMENTS IN ADVANCE LOCATED AT 183 BUBS WAY.
8341	A	02/19/2008	04/23/2008	3		ADD 3 POLE ATTACHMENTS IN ADVANCE LOCATED AT MOUNT SINAI DRIVE.
8381	A	09/11/2008	04/23/2008	1		ADD 1 POLE ATTACHMENT IN ADVANCE LOCATED ON BOWERS LANE.
8362	A	09/14/2008	04/23/2008	1		ADD 1 POLE ATTACHMENT IN ADVANCE LOCATED ON RR GERALD LANE.
8408	A	04/04/2008	05/05/2008	3		ADD 3 POLE ATTACHMENTS IN ADVANCE LOCATED AT 1190 HIGHWAY 801.
8407	A	04/04/2008	05/05/2008	4		ADD 4 POLE ATTACHMENTS IN ADVANCE LOCATED ON GATEWAY LANE OFF OF BEAUCHAMP ROAD.
8535	A	07/02/2008	07/11/2008	1		ADD 1 POLE ATTACHMENT IN HARRISBURG LOCATED ON TOM QUERY RD & FRANCES PARK DRIVE.
Total:				14,740	180	

18 NEW ATTACHMENTS

11,722
18
11,740

Report Date: 07/21/2008

Joint Use Administration
Duke Power Company

INVOICE

Duke Energy
Joint Use - EC 100
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner
Mebane System
P.O. Box 35568
Greensboro NC 27425-5568

Customer No: JU1258
Invoice: JU-003159
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	3,950	5.32	\$10,507.00
2	CURRENT POWER SUPPLIES	48	10.84	\$255.36
3	CURRENT TELECOM ATTACHMENTS	187	8.04	\$751.74
Subtotal:				\$11,514.10

AMOUNT DUE: \$11,514.10

TWC SSC
JUL 29 2008
RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008
For billing questions, please call: Theresa Creswell at 704/382-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 60905
Charlotte NC 28260-0905

Invoice No: JU-003159
Invoice Date: July 24, 2008

From: Time Warner
Mebane System
P.O. Box 35568
Greensboro NC 27425-5568

Customer No: 20017 / JU1258

Amount Due: \$ 11,514.10

Payment Amount: \$

Detail Pole Attachment Exhibits For Billing Period: 07/01/2008 - 12/31/2008

JU1258 TIME WARNER - MEBANE AREA

Prior Attachment Counts: 4,135 48

Exhibit Number	Type	Originate Date	Complete Date	Attach	PwrSup	Comments
B346	A	01/27/2008	05/05/2008	2		ADD 2 POLE ATTACHMENTS IN MEBANE LOCATED ON MEBANE OAKS DRIVE
Total:				4,137	48	

Report Date: 07/12/2008

Joint Use Administration
Duke Power Company

INVOICE

Duke Energy
Joint Use - EC 10Q
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner
Surry, Yadkin, Stokes System
P.O. Box 35568
Greensboro NC 27425-5568

Customer No: JU1221
Invoice: JU-003103
Invoice Date: July 23, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	24,361	5.32	\$64,773.86
2	CURRENT POWER SUPPLIES	224	10.64	\$1,191.68
Subtotal:				\$65,965.34
AMOUNT DUE:				\$65,965.34

TWC SSC
JUL 29 2008
RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/22/2008

For billing questions, please call: Theresa Creswell at 704/382-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 60906
Charlotte NC 28260-0906

Invoice No: JU-003103
Invoice Date: July 23, 2008

From: Time Warner
Surry, Yadkin, Stokes System
P.O. Box 35568
Greensboro NC 27425-5568

Customer No: 20217 / JU1221

Amount Due: \$ 65,965.34

Payment Amount: \$

Detail Pole Attachment Exhibits For Billing Period: 07/01/2008 - 12/31/2008

JU1221 TIME WARNER - SURRY, YADKIN, STOKES

Prior Attachment Counts: 24,335 224

Exhibit Number	Type	Originate Date	Complete Date	Attach	Pwr/Sup	Comments
7894	A	02/20/2007	04/03/2008	1		ADD 1 POLE ATTACHMENTS IN ELKIN LOCATED AT 234 CARTER MILL RD.
8203	A	11/09/2007	05/08/2008	1		ADD 1 POLE ATTACHMENT IN MADISON LOCATED AT 2579 HWY 772.
8208	A	11/15/2007	03/07/2008	1		ADD 1 POLE ATTACHMENT IN ELKIN LOCATED AT 9628 HWY 268.
8209	A	11/15/2007	03/07/2008	2		ADD 2 POLE ATTACHMENTS IN MADISON LOCATED AT 1783 MADISON RD.
8215	A	11/21/2007	05/08/2008	2		ADD 2 POLE ATTACHMENTS IN SANDY RIDGE LOCATED AT 8369 HWY 704E.
8294	A	02/04/2008	05/16/2008	1		ADD 1 POLE ATTACHMENT IN RONDA LOCATED AT 192 RIVER BOTTOM RD.
8331	A	02/25/2008	05/16/2008	4		ADD 4 POLE ATTACHMENTS IN JONESVILLE LOCATED AT 2430 SWAN CREEK ROAD
8366	A	03/18/2008	05/16/2008	2		ADD 2 POLE ATTACHMENTS IN JONESVILLE LOCATED AT 5317 SWAN CREEK BYPASS.
8404	A	04/04/2008	05/08/2008	1		ADD 1 POLE ATTACHMENT IN WALNUT COVE LOCATED AT 1030 HILLTOP FARM ROAD OFF OF 311.
8427	A	04/21/2008	06/09/2008	1		ADD 1 POLE ATTACHMENT IN EAST BEND LOCATED AT 1402 PHILLIPS ROAD.
Total:				24,351	224	

Report Date: 07/21/2008

Joint Use Administration
Duke Power Company

INVOICE

Duke Energy
Joint Use - EC 10Q
P.O. Box 1006
Charlotte, NC 28201-1006



Time Warner
Reidsville System
P.O. Box 35568
Greensboro NC 27425-5568

Customer No: JU1080
Invoice: JU-003082
Invoice Date: July 23, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	24,773	5.32	\$65,896.18
2	CURRENT POWER SUPPLIES	348	10.64	\$1,861.36
Subtotal:				\$67,747.54
AMOUNT DUE:				\$67,747.54

no attachment

TWC SSC
JUL 29 2008
RECEIVED

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/22/2008
For billing questions, please call: Theresa Creswell at 704/382-8384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 60905
Charlotte NC 28260-0905

Invoice No: JU-003082
Invoice Date: July 23, 2008

From: Time Warner
Reidsville System
P.O. Box 35568
Greensboro NC 27425-5568

Customer No: 20017 / JU1080

Amount Due: \$ 67,747.54

Payment Amount: \$

INVOICE

Duke Energy
Joint Use - EC 100
P.O. Box 1008
Charlotte, NC 28201-1008



Time Warner
Randolph County System
P.O. Box 35568
Greensboro NC 27425-5568

Customer No: JU1047
Invoice: JU-003135
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	10,476	5.32	\$27,866.16
2	CURRENT POWER SUPPLIES	59	10.84	\$313.68
3	CURRENT TELECOM ATTACHMENTS	158	8.04	\$627.12

Subtotal: \$28,807.16

TWC SSC
JUL 29 2008
RECEIVED

AMOUNT DUE: \$28,807.16

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008
For billing questions, please call: Theresa Craswell at 704/382-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 80905
Charlotte NC 28260-0905

Invoice No: JU-003135
Invoice Date: July 24, 2008

From: Time Warner
Randolph County System
P.O. Box 35568
Greensboro NC 27425-5568

Customer No: 20017 / JU1047

Amount Due: \$ 28,807.16

Payment Amount: \$

Detail Pole Attachment Exhibits For Billing Period: 07/01/2008 - 12/31/2008

JU1047 TIME WARNER - RANDOLPH COUNTY

Prior Attachment Counts:

10,782

59

Exhibit Number	Type	Originate Date	Complete Date	Attach	PwrSup	Comments
7884	A	02/12/2007	03/21/2008	6		ADD 6 POLE ATTACHMENTS IN HOPEWELL CHURCH ROAD IN TRINITY
Total:				10,788	59	

Report Date: 07/21/2008

Joint Use Administration
Duke Power Company

INVOICE

Duke Energy
Joint Use - EC 10Q
P.O. Box 1008
Charlotte, NC 28201-1008



Time Warner
Welcome Area
P.O. Box 35568
Greensboro NC 27425-5568

Customer No: JU1257
Invoice: JU-003157
Invoice Date: July 24, 2008

For Billing Period: 7/1/2008 to 12/31/2008

Line	Description	Number	Rate	Net Amount
1	CURRENT ATTACHMENTS	4,511	5.32	\$11,999.26
2	CURRENT POWER SUPPLIES	59	10.64	\$313.88
3	CURRENT TELECOM ATTACHMENTS	200	8.04	\$804.00
Subtotal:				\$13,117.14

AMOUNT DUE: \$13,117.14

TWC SSC

JUL 29 2008

RECEIVED

NO Attachment

To avoid a Late Payment Penalty, please pay the Amount Due by: 8/23/2008

For billing questions, please call: Theresa Creswell at 704/382-6384

Please remit the stub below with payment.

Mail Payment To: DUKE ENERGY CORPORATION
P.O. Box 60905
Charlotte NC 28260-0905

Invoice No: JU-003157
Invoice Date: July 24, 2008

From: Time Warner
Welcome Area
P.O. Box 35568
Greensboro NC 27425-5568

Customer No: 20017 / JU1257

Amount Due: \$13,117.14

Payment Amount: \$

RATE CATV

RATE FOR POLE ATTACHMENTS OF CABLE TELEVISION SYSTEMS

APPLICABILITY

Applicable to the attachment of cable television systems to any pole of the Company by a person (attachee) who makes application on an appropriate Company form with submission of information and documents specified herein and in the application.

ATTACHMENT CHARGES

The following annual rental shall be charged for the use of each of the Company's poles:

\$4.60 for a two-user pole.

\$4.00 for a three-user pole

A two-user pole is a pole being used, either by actual occupation or by reservation, by the attachee and the Company. A three-user pole is a pole being used, either by actual occupation or by reservation, by the attachee, the Company and a third party.

PAYMENT

Attachee shall pay to the Company for all authorized attachments an annual rental, as set forth above, for the use of each of the Company's pole, any portion of which is occupied by, or reserved at attachee's request for the attachments of attachee, at any time during the initial rental year. The first annual payment of rental for the previous rental year shall be due and payable on the first anniversary date of attachee's application. Subsequent payments of annual rental shall be due and payable on each succeeding anniversary date thereof.

As newly authorized attachments are made after the initial rental year, rentals for such attachments shall be paid for the entire year if made within the six month period after any anniversary date, and for on-half year if made during the following six month period. For any attachments removed by attachee and for which the Company shall have received written notice from attachee, the yearly rental shall be prorated to the date of removal.

All fees, charges and rentals provided for herein not paid when due and payable shall bear interest at the maximum rate permitted by law from the date when due, until paid.

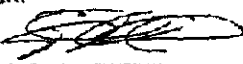
TERMS AND CONDITIONS

1. Prior to the signing of the application, attachee shall send the Company all manufacturers' technical manuals and information, and construction standards and manuals regarding the equipment attachee proposes to use pursuant to the provisions contained herein and such other information as requested by the Company.

Issued by authority of an Order of the Kentucky Public Service Commission dated December 21, 2006 in Case No. 2006-00172.

Issued: December 22, 2006

Issued by Sandra P. Meyer, President

<p>PUBLIC SERVICE COMMISSION OF KENTUCKY</p> <p>EFFECTIVE 1/2/2007</p> <p>PURSUANT TO 2007 KAR 5:011 Effective January 2, 2007 SECTION 9 (1)</p> <p>By  Executive Director</p>

Duke Energy Kentucky, Inc.
1697-A Monmouth Street
Newport, Kentucky 41071

KY. P.S.C. Electric No. 2
Original Sheet No. 92
Page 2 of 6

TERMS AND CONDITIONS (Contd.)

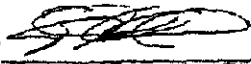
2. After the Company has received a signed application from attachee and before any attachment is made by attachee, it shall make a written request for permission to install attachments on any pole of the Company, specifying the location of each pole in question, the character of its proposed attachments and the amount and location of space desired. Within 30 days after receipt of such application, the Company shall notify attachee in writing whether or not it is willing to permit the attachments and, if so, under what conditions. If such permission is granted, attachee shall have the right to occupy the space allotted by the Company under the conditions specified in such permit and in accordance with the terms contained herein but the Company shall not be required to set a pole for the sole use by attachee. The Company will not deny attachee the right to attach to a pole, if space is or can be made available.
3. All attachments are to be placed on poles of the Company in a manner satisfactory to the Company and so as not to interfere with the present or any future use which the Company may desire to make of such poles, wires or other facilities. All attachments shall be installed and maintained by attachee so as to comply at least with the minimum requirements of the National Electrical Safety Code and any other applicable regulations or codes promulgated by federal, state, local or other governmental authority having jurisdiction. Attachee shall take any necessary precautions, by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of attachee's attachments on the Company's poles. The Company shall be the sole judge as to the requirements for the present or future use of its poles and equipment and of any interference therewith.
4. In any case where it is necessary for the Company to replace a pole because of the necessity of providing adequate space or strength to accommodate the attachments of attachee thereon, either at the request of attachee or to comply with the above codes and regulations, the attachee shall pay the Company the total cost of this replacement. Such cost shall be the total estimated cost of the new pole including material, labor, and applicable overheads, plus the cost of transferring existing electric facilities to the new pole, plus the cost of removal of the existing pole and any other incremental cost required to provide for the attachments of the attachee, including any applicable taxes the Company may be required to pay because of this change in plant, minus salvage value of any poles removed.

Attachee shall also pay to the Company and other owners thereof the cost of removing all existing attachments from the existing pole and re-establishing the same or like attachments on the newly installed pole. The new pole shall be the property of the Company regardless of any payments by attachee towards its cost and attachee shall acquire no right, title or interest in such pole.

Issued by authority of an Order of the Kentucky Public Service Commission dated December 21, 2006 in Case No. 2006-00172.

Issued: December 22, 2006

Issued by Sandra P. Meyer, President

PUBLIC SERVICE COMMISSION OF KENTUCKY	
EFFECTIVE 12/22/2006	
PURSUANT TO 807 KAR 5-011 Effective January 2, 2007 SECTION 9 (1)	
By	
	Executive Director

TERMS AND CONDITIONS (Contd.)

5. If attachee's proposed attachments can be accommodated on existing poles of the Company by rearranging facilities of the company and of other attachees or permittees thereon, such rearrangement shall be made by the Company and such other attachees or permittees, and attachee shall on demand reimburse the Company and such other attachees or permittees for any expense incurred by them in transferring or rearranging such facilities. Any additional guying required by reason of the attachments of attachee shall be made by attachee at its expense, and to the satisfaction of the Company.
6. Whenever the Company discovers any unauthorized attachments of attachee, attachee shall pay to the Company an amount equal to twice the rental that would have been due had the installation been made the day after the Company's last inspection. The payment of these charges shall not relieve attachee of any responsibility, obligation imposed by law or assumed herein.
7. Whenever the Company notifies attachee in writing that the attachments of attachee interfere with the operation of facilities of the Company or other attachees or permittees, or constitute a hazard to the service rendered by the Company or other attachees or permittees, or fail to comply with codes or regulations above-mentioned, or are substandard in any way, attachee shall within 10 days after the date of such notice, remove, rearrange, or change its attachments as directed by the Company. In case of emergency, the Company reserves the right to remove or relocate the attachments of attachee at attachee's expense and without notice.
8. Attachee agrees to indemnify and save harmless Company from and against any and all liability, loss, damage, costs, attorney fees, or expense, of whatsoever nature or character, arising out of or occasioned by any claims or any suit for damages, injunction or other relief, on account of injury to or death of any person, or damage to any property including the loss of use thereof, or on account of interruption of attachee's service to its subscribers or others, or for public charges and penalties for failure to comply with federal, state or local laws or regulations, growing out of or in connection with any actual or alleged negligent act or omission, whether said negligence is sole, joint or concurrent, of attachee or its servants, agents or subcontractors, whether or not due in part to any act, omission or negligence of Company or any of its representatives or employees. Company may require attachee to defend any suits concerning the foregoing, whether such suits are justified or not.
9. Attachee agrees to obtain and maintain at all times during the period attachee has attachments on Company's poles, policies of insurance or bonds in lieu thereof providing an equivalent protection as follows:
 - (a) Public liability and automobile liability insurance for itself in an amount not less than \$500,000.00 for bodily injury to or death of any one person, and, subject to the same limit for any one person, in an aggregate amount not less than \$1,000,000.00 for any one occurrence.
 - (b) Property damage liability insurance for itself in an amount not less than \$500,000.00 for any one occurrence.

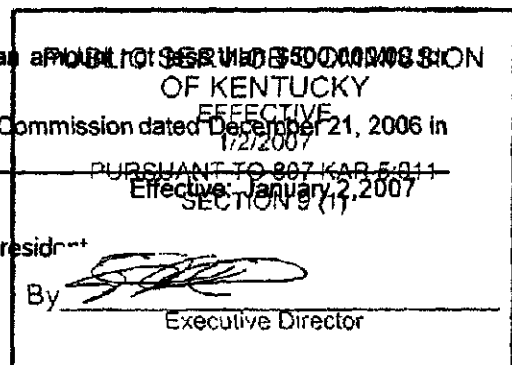
Issued by authority of an Order of the Kentucky Public Service Commission dated December 21, 2006 in Case No. 2006-00172.

Issued: December 22, 2006

Issued by Sandra P. Meyer, President

By

Executive Director



TERMS AND CONDITIONS (Contd.)

- (c) Contractual liability insurance in the amounts set forth in (a) and (b) above, to cover the liability assumed by the attachee under the agreements of indemnity set forth herein.
10. Prior to making attachments to the Company's poles, attachee shall furnish to the Company two copies of a certificate or bond, from an insurance carrier or bond company acceptable to the Company, stating the policies of insurance or bond have been issued by it to attachee providing for the insurance or indemnity listed above and that such policies or bonds are in force. Such certificate shall state that the insurance carrier or bond company will give the Company 30 days prior written notice of any cancellation of or material change in such policies or bonds. The certificate or bond shall also quote in full the agreements of indemnity set forth herein as evidence of the type of contractual liability coverage furnished. If such certificate or bond recites that it is subject to any exceptions or exclusions, such exceptions or exclusions shall be stated in full in such certificate or bond, and the Company may, at its discretion, require attachee, before starting work, to obtain policies of insurance or bonds which are not subject to any exceptions or exclusions which the Company finds objectionable.
11. The Company reserves the right, without liability to attachee or its subscribers, to discontinue the use of, remove, replace or change the location of any or all of the Company's poles, attachments or facilities regardless of any occupancy of the Company's poles by attachee, and attachee shall at its sole cost after written notice by the Company, make such changes in, including removal or transfer of, its attachments as shall be required by such action of the Company. Attachee shall make such changes within 10 days after written notice when such movement is to the same or another pole of Company and within 30 days when Company plans to abandon a pole and no other pole is available or planned to be installed by Company. If attachee fails to make such changes within the required time period after written notice by the Company or in case of an emergency, the Company reserves the right to make such changes to the attachments of attachee at attachee's expense and without notice, and no liability therefor shall be incurred by the Company, unless Company is solely negligent, because of such action for any consequential damages, including but not limited to loss of service to customers of attachee. Company may not require that attachee remove attachments for the sole reason to make room for Company on an existing pole.
12. Attachee may at any time abandon the use of a jointly used pole hereunder by removing therefrom all of its attachments and by giving written notice thereof to the Company.
13. Attachee shall secure any right, license or permit from any governmental body, authority, or other person or persons which may be required for the construction or maintenance of attachments of attachee, at its expense. The Company does not guarantee any easements, rights-of-way or franchises for the construction and maintenance of such attachments. Attachee hereby agrees to indemnify and save harmless the Company from any and all claims, including the expenses incurred by the Company to defend itself against such claims, resulting from or arising out of the failure of attachee to secure such right, license, permit or easement for the construction or maintenance of such attachments on the Company's poles.

Issued by authority of an Order of the Kentucky Public Service Commission dated December 21, 2006 in Case No. 2006-00172.

Issued: December 22, 2006

Issued by Sandra P. Meyer, President

By

Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/2/2007
PURSUANT TO 807 KAR 5-011
Effective January 2, 2007
SECTION 9 (1)

TERMS AND CONDITIONS (Contd.)

14. Electric service for cable television power supplies of attachee shall be supplied from the lines of the Company in the manner specified by the Company.
15. The Company shall have the right, from time to time while any poles are being used by attachee, to grant, by contract or otherwise, to others, rights or privileges to use any poles being used by attachee, and the Company shall have the right to continue and extend any such rights or privileges heretofore granted. The attachment privileges granted hereunder to an attachee shall at all times be subject to all previously granted rights pursuant to agreements between Company and others covering poles in joint use but shall not be subject to subsequently granted rights.
16. Attachee shall furnish bond, as specified by the Company, to guarantee the performance of the obligations assumed by attachee under the terms herein contained not otherwise covered by the insurance required by paragraph 9. Such bond shall be submitted to the Company prior to attachee's making attachments to the Company's poles. The amount of the bond may be reduced after the construction phase has been completed, and after attachee has proven to be a reliable utility customer. Allowance of such reduction shall not be unreasonably denied.
17. In case one party is obligated to perform certain work at its own expense and the parties mutually agree in writing that it is desirable for the other party to do such work, then such other party shall promptly do the work at the sole expense of the party originally obligated to perform the same. Bills for expense so incurred shall be due and payable within 30 days after presentation.
18. If attachee fails to comply with any of the provisions herein contained or defaults in the performance of any of its obligations herein contained and fails within 60 days after written notice from the Company to correct such default or non-compliance, the Company may, at its option, forthwith terminate the specific permit or permits covering the poles and attachee's attachments to which such default or non-compliance is applicable and any or all other permits of attachee, and remove attachments of attachee at attachee's expense, and no liability therefor shall be incurred by the Company because of such action except damages to facilities caused by the sole negligence of Company.
19. The area covered by the application will be set forth on a map, attached to, and made a part of the application. Such area may be extended or otherwise modified by a supplemental agreement mutually agreed upon and signed by the attachee and the Company with a new map attached thereto showing the changed area to be thereafter covered by the application. Such supplement shall be effective as of the date of final execution thereof and shall be attached to all executed copies of the application.
20. If attachee does not exercise the rights granted herein within six months from the date of the application, the application shall be void.

Issued by authority of an Order of the Kentucky Public Service Commission dated December 21, 2006 in Case No. 2006-00172.

Issued: December 22, 2006

Issued by Sandra P. Meyer, President

By



Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY

EFFECTIVE
12/2/2007
PURSUANT TO 807 KAR 5-011
Effective January 2, 2007
SECTION 9 (1)

Duke Energy Kentucky, Inc.
1697-A Monmouth Street
Newport, Kentucky 41071

KY, P.S.C. Electric No. 2
Original Sheet No. 92
Page 6 of 6

TERMS AND CONDITIONS (Contd.)

21. The provisions herein shall be binding upon and inure to the benefit of the parties thereto, their respective successors and/or assigns, but attachee shall not assign, transfer or sublet any of the rights hereby granted or obligations hereby assumed without the prior written consent of the Company.

SERVICE REGULATIONS

The supplying and billing for service, and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Service Regulations currently in effect, as filed with the Kentucky Public Service Commission.

Issued by authority of an Order of the Kentucky Public Service Commission dated December 21, 2006 in Case No. 2006-00172.

Issued: December 22, 2006

Issued by Sandra P. Meyer, President

By



Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY

EFFECTIVE
1/2/2007

PURSUANT TO 807 KAR 5-011
Effective: January 2, 2007

SECTION 5 (1)

EXHIBIT 3

Duke Affiliates' Attachment Rates, Terms and Conditions Outside Ohio

Company	Date	Rate	Charges/ Penalties for Unauthorized Attachments	Penalty for Safety Violations
Duke Energy Kentucky, Inc.	Tariff Issued: 12.22.2006 Tariff Effective: 01.02.2007	\$4.60 for a two-user pole \$4.00 for a three-user pole	Whenever the company discovers any unauthorized attachments of attachee, attachee shall pay to the Company an amount equal to twice the rental that would have been due had the installation been made the day after the Company's last inspection.	None
Duke Energy Indiana (formerly PSI Energy Inc.)	Agreement effective 01.21.1993	\$4.91 per pole	If it is determined that the Licensee is occupying any poles of the Licensor without having advised the Licensor, Licensor shall so notify Licensee of those contacts and the amounts due Licensor. The additional amount due Licensor shall be the product of the number of such contacts times the annual rental amount for each year since the date of this agreement or from the date of the last field check, whichever is later provided that the number of years used in the calculation shall not exceed 5 years.	None
Duke Power Company (North Carolina)	Agreement effective 10.07.1992	\$5.32 per pole	Following pole attachment inventories at five-year intervals, back rental is to be paid for increased number of attachments. Fifty percent of any increase in pole attachments will be added to the earliest billing period and the remaining fifty percent	None

Company	Date	Rate	Charges/ Penalties for Unauthorized Attachments	Penalty for Safety Violations
			<p>will be divided evenly among the remaining periods for the interim years. The billing for each billing period for the interim years shall be adjusted using the pole attachment rate in effect for the billing period and the adjusted number of attachments, plus interest for any under billed amount determined in accordance with the FCC rate for calculating interest on underpayments.</p>	

EXHIBIT 4

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. No. 1
Sheet No. 1.5
Cancels and Supersedes
Sheet No. 1.4.
Page 1 of 9

RATE PA

POLE ATTACHMENT/CONDUIT OCCUPANCY TARIFF

APPLICABILITY

~~Applicable to any person or entity other than public utility (hereinafter "Licensee") authorized to complete a wireline attachment" or an "occupancy", as defined herein to any distribution pole or in any conduit in the service territory of Duke Energy Ohio, Inc. (hereinafter the "Company").~~

Applicable to attachments/occupancies by any person or entity other than a public utility of communications wires and associated equipment, including wireless and Wi-Fi equipment/attachments and overlash of existing attachments to any pole of the Company within its entire territory or occupancy by any person or entity of any conduit of the Company by a licensee; i.e., a person who enters into an Agreement with the Company consistent with this Tariff. As used in this Tariff, a "wireline attachment" is the attachment of wire or cable and associated facilities or apparatus within one (1) foot of vertical usable space to any distribution pole owned by the Company and "occupancy" is the placement of wire or cable and associated facilities or apparatus in conduit space owned by the Company. A licensee may overlash its attachments onto its own existing attachments, which shall not be considered a separate attachment. Attachments of risers or equipment in the unusable space on a distribution pole shall not constitute a separate attachment.

~~Rentals for any requested attachment or occupancy other than those to which this Tariff applies. Including but not limited to wireless and Wi-Fi equipment/attachments and overlash of existing attachments, shall be negotiated separately between the Company and prospective attacher. The size, type, and placements of any attachment or occupancy that is not subject to this Tariff shall be at the sole discretion of the Company and in compliance with a signed agreement between the Company and prospective attacher authorizing such attachment or occupancy.~~

AGREEMENT

Before any wireline attachment or occupancy is made, Licensee shall enter into and be bound by a Pole Attachment or Conduit Occupancy License Agreement (hereinafter the "Agreement") *consistent with this Tariff. The Agreement shall specifically authorize the type of service to be provided, e.g., cable television. In addition to any wireline attachment or occupancy, the Agreement may authorize other attachments to which this Tariff does not apply, as agreed between the Company and Licensee.*

~~The Company expressly reserves the right to establish terms and conditions in the Agreement that are not inconsistent with this Tariff.~~

ATTACHMENT CHARGES

An annual rental of \$4.25 ~~\$14.42~~ per wireline, *Wi-Fi or wireless attachment* shall be charged for the use of the Company's poles. Any attachments outside the one (1) foot of vertical *usable* space will be considered another attachment and a separate annual rental charge will apply. The charge will apply if

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Sheet No. 1.4 .
Page 2 of 9

any portion of a pole is occupied or reserved at the Licensee's request. *Overlashing shall not constitute a separate attachment.*

An initial contact fee of \$1.00 per pole, will be charged by the Company.

For conduit occupancy, the occupancy fee per linear foot shall be ~~negotiated by the Company and licensee based on the location, space availability and other factors \$0.55.~~

PAYMENT

All payments due from Licensee shall be invoiced by Company and payment shall be made by Licensee within twenty-one (21) days from the date of invoice. When any payments due from Licensee are not timely made the amount due shall be adjusted to include interest equal to one and one-half percent (1.5%) of the unpaid amount, which will accrue monthly until paid.

The annual rental amount shall be paid in advance by Licensee.

As new ~~wireline~~ attachments or occupancies are made after the initial rental year, rentals for such ~~wireline~~ attachments or occupancies shall be paid for the entire year if made within six-month period after any anniversary date, and for one-half year if made during the following six-month period. For any ~~wireline~~ attachments that Licensee removed or any occupancy that Licensee caused, at its expense, to be removed and for which the Company received written notice from Licensee, the yearly rental shall be adjusted on the same basis.

TERMS AND CONDITIONS

1. APPLICATION

Before any attachments/occupancies ~~wireline attachment are~~ made by Licensee or ~~any occupancy is made on Licensee's behalf, Licensee~~ it shall make written application for permission to install attachments/occupancies ~~such wireline attachment on any pole of the Company or occupy any~~ /conduit of the Company, specifying ~~The written application shall specify the location of each pole/~~ or conduit in question, the character of the proposed attachments/occupancies ~~attachment or~~ occupancy and the amount and location of space desired. *However, a Licensee is not required to obtain permission to attach to drop poles before attaching to such poles.* Within thirty (30) ~~forty-five (45)~~ days after receipt of such written application, the Company shall notify Licensee in writing whether or not it is willing to permit ~~the wireline attachment or occupancy, and, if so, under what conditions.~~ *For applications involving special equipment beyond a cable attachment, the Company shall notify Licensee in writing within forty-five (45) days whether it is willing to permit the attachment or occupancy.* A written application for permission to install attachments/occupancies may be denied only for reasons of safety, reliability or general engineering purposes. ~~Licensee is not presumed to have permission to make any wireline~~

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TERMS AND CONDITIONS (Contd.)

~~attachment or to occupy Company's conduit in the event notification is not made by the Company within forty-five (45) days of its receipt of Licensee's written application. The Company shall have the sole right to determine the availability of such pole/ or conduit for joint use and shall be under no obligation to grant permission for its use by licensee. If such permission is granted, licensee shall have the right to occupy use the space allotted by the Company under the conditions specified in such permit and in accordance with the terms of the Agreement but Company shall not be required to set a pole/ or install conduit for the sole use by licensee. Permission to occupy a conduit if granted, shall not authorize licensee to access the Company's conduit. Such access shall be limited to the Company or its designated representative.~~

2. TECHNICAL MANUALS

Upon the execution of the Agreement and before Licensee makes any wireline attachment or causes an occupancy to be made, Licensee shall send the Company all manufacturers technical manuals and information, construction standards and manuals, ~~and feasibility or loading studies~~ regarding the equipment Licensee proposes to use pursuant to the provisions of the Agreement.

3. TECHNICAL SPECIFICATIONS

All ~~wireline~~ attachments/ or occupancies are to be placed on poles or in conduit of the Company in a manner satisfactory to the Company and so as not to interfere with the present or any future use that the Company may desire to make of such poles, wires, conduits, or other facilities, *subject to the right of access on reasonable terms and conditions provided in Ohio Revised Code Section 4905.71(A).* All ~~wireline~~ attachments or occupancies shall be installed and maintained by Licensee or on Licensee's behalf and at its expense so as to comply at least with the minimum requirements of the National Electrical Safety Code, ~~any requirements that may be established by the Company,~~ and any other applicable regulations or codes promulgated by federal, state, local or other governmental authority having jurisdiction. *The Company may not impose safety standards that exceed those established by the National Electrical Safety Code.* Licensee shall take any necessary precautions, by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Licensee's wireline attachments on the Company's poles or occupancy in the Company's conduit. The Company shall be the sole judge as to the requirements for the present or future use of its poles, conduits, and equipment and of any interference therewith, *subject to the right of access on reasonable terms and conditions provided in Ohio Revised Code Section 4905.71(A).*

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TERMS AND CONDITIONS (Contd.)

4. REPLACEMENT COSTS

In any case where it is necessary for the Company to replace a pole or conduit because of the necessity of providing adequate space or strength to accommodate the *proposed* ~~wireline~~ attachments or occupancy of Licensee thereon, either at the request of Licensee or to comply with the above mentioned codes and regulations, the Licensee shall pay the Company the total cost of this replacement. Such cost shall be the total estimated cost of the new pole ~~or conduit~~, including material, labor, and applicable overheads, plus the cost of transferring existing electric facilities to the new pole or conduit, plus the cost of removal of the existing pole or conduit and any other incremental cost required to provide for the ~~wireline~~ attachments of or occupancy by the Licensee, including any applicable taxes the Company may be required to pay because of this change in plant, minus salvage value of any facilities removed.

Licensee shall also pay to the Company and other owners thereof the cost of removing all existing attachments from the existing pole or conduit and re-establishing the same or like attachments on the newly installed pole or in the newly installed conduit. The new pole or conduit shall be the property of the Company regardless of any payments by Licensee towards its cost, and Licensee shall acquire no right, title or interest in such pole or conduit.

5. REARRANGING COSTS

If Licensee's proposed ~~wireline~~ attachments/occupancies ~~or occupancy~~ can be accommodated on existing poles/conduits ~~or in existing conduit~~ of the Company by rearranging facilities of the Company and of other licensees or permittees thereon, such rearrangement shall be made by the Company and such other licensees or permittees, and licensee shall on demand reimburse the Company and such other licensees or permittees for any expense incurred by them in transferring or rearranging such facilities. Any additional guying required by reason of the attachments/occupancies of Licensee shall be made by Licensee at its expense, and to the satisfaction of the Company. ~~The Company shall not be responsible for coordinating the relocation of third party attachments.~~

6. INSPECTIONS

The Company reserves the right to inspect each new installation of Licensee on its poles and in its conduit and to make periodic inspections/inventories every five (5) years or more often, ~~in the Company's sole discretion~~, if the conditions may warrant, and Licensee shall reimburse the Company for the expense of such inspections/inventories *that do not benefit any other entity with installations on its poles and in its conduit, including the Company.* The Company's right to make such inspections and any inspection made pursuant to such right shall not relieve Licensee of any responsibility, obligation, or liability imposed by law or assumed under the Agreement. ~~When an unauthorized attachment or occupancy is found during an inspection/inventory, the Licensee will pay the Company an unauthorized attachment or occupancy sanction in the following amounts: \$100 per~~

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TERMS AND CONDITIONS (Contd.)

~~unauthorized attachment or occupancy plus five (5) years annual rental if an unauthorized attachment or occupancy is found and Licensee has not participated in a required audit; or, \$50 per unauthorized attachment or occupancy plus five (5) years annual rental if the Licensee does participate in the audit or identifies the unauthorized attachment or occupancy on its own. Following attachment inventories conducted at five-year intervals, back rental is to be paid by Licensee to the Company for any unreported attachments. Fifty percent of any increase in pole attachments will be added to the earliest billing period and the remaining fifty percent shall be divided evenly among the remaining periods for the interim years. The billing for each billing period for the interim years shall be adjusted using the pole attachment rate in effect for the billing period and the adjusted number of attachments, plus interest for any under billed amount determined in accordance with the Federal Communications Commission's rate for calculating interest on underpayments. The Company shall not collect any back rental payments for attachments or occupancies installed prior to the effectiveness of this tariff revision and the completion of an audit establishing a system-wide baseline.~~

7. SAFETY VIOLATIONS

Whenever ~~an wireline~~ attachments or occupancy ~~occupancies~~ of Licensee interferes with the operation of facilities of the Company or other licensee ~~that predated in their entirety Licensee's attachment or occupancy~~, constitutes a hazard to the service rendered by the Company or other licensee, or fails to comply with codes or regulations, or requirements set forth in Paragraph 3 above ~~or in the Agreement~~, ~~Licensee~~ *the Company shall notify licensee*, and within ten (10) days after the date of such notice ~~licensee shall begin to take action necessary to remove, rearrange, or change its wireline attachments or ensure that, at its expense, its occupancy is removed, rearranged, or changed as directed by the Company.~~ In case of emergency, the Company reserves the right to remove or relocate the Licensee's ~~wireline~~ attachments or occupancy at Licensee's expense and without notice, and no liability therefore shall be incurred by the Company because of such action.

~~Licensee shall be assessed a sanction of \$200 dollars for each wireline attachment or occupancy that violates the codes, regulations, or requirements set forth in Paragraph 3 above or in the Agreement.~~

8. INDEMNIFICATION

Licensee agrees to indemnify and save harmless the Company from and against any and all liability, loss, damage, costs, attorney fees, or expense, of whatsoever nature or character, arising out of or occasioned by any claim or any suit for damages, injunction or other relief, on account of injury to or death of any person, or damage to any property including the loss of use thereof, or on account of interruption of Licensee's service to its subscribers or others, or for public charges and penalties for failure to comply with federal, state or local laws or regulations, growing out of or in connection with any act or omission, negligent or otherwise, of Licensee or its servants, agents or subcontractors in the

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TERMS AND CONDITIONS (Contd.)

attachment, operation and maintenance of facilities of Licensee on the poles or in the conduit of the Company, and in the performance of work hereunder, ~~whether or not due in whole or in part to any act, omission or negligence of the Company or any of its representative or employees (except insofar as such indemnity arising out of such injury or damage caused by the sole negligence of the Company or such representative or employees may be judicially found to be contrary to law, in which case this Agreement of indemnity shall in all other respects be and remain effective and binding).~~ The Company may require Licensee to defend any suits concerning the foregoing, whether such suits are justified or not.

9. INSURANCE REQUIREMENTS

Licensee agrees to obtain and maintain at all times during the period Licensee has ~~wireline~~ attachments on the Company's poles or occupancy in the Company's conduit, policies of insurance as follows:

- (a) Public liability and automobile liability insurance for itself in an amount as specified by the Company for bodily injury to or death of any one person, and, subject to the same limit for any one person, in an aggregate amount as specified by the Company for any one occurrence.
- (b) Property damages liability insurance for itself in an amount as specified by the Company for any one occurrence.
- (c) Contractual liability insurance in amounts as specified by the Company to cover the liability assumed b the Licensee under the agreements of indemnity set forth in the Agreement.

10. CERTIFICATE OF INSURANCE

Prior to making ~~wireline~~ attachments to the Company's poles or occupancy in the Company's conduit, Licensee shall furnish to the Company two copies of a certificate, from an insurance carrier acceptable to the Company, stating that policies of insurance have been issued by it to Licensee providing for the insurance listed above that such policies are in force. Such certificate shall state that the insurance carrier will give the Company thirty (30) days prior written notice of any cancellation of or material change in such policies. The certificate shall also quote in full the agreements of indemnity set forth in the Agreement as evidence of the type of contractual liability coverage furnished. If such certificate recites that it is subject to any exceptions or exclusions contained in the policy or policies of insurance, such exceptions or exclusions shall be stated in full in such certificate, and the Company may, at its discretion, require Licensee before stating work, to obtain policies of insurance that are not subject to any exceptions or exclusions that the Company finds objectionable.

11. DISCONTINUATION OF COMPANY FACILITIES

The Company reserves the right without liability to Licensee or its subscribers, to discontinue the use of, remove, replace or change the location of any or all of the Company's poles, attachments, conduit,

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TERMS AND CONDITIONS (Contd.)

or facilities regardless of any ~~wireline~~ attachment to the Company's poles by Licensee or occupancy of in the Company's conduits by Licensee, and Licensee shall, at its sole cost and within ten (10) days after written notice by the Company *begin to* make or cause to be made such changes in, including removal or transfer of, its ~~wireline~~ attachments or occupancies as shall be required by such action of the Company.

12. ABANDONMENT

Licensee may at any time abandon the use of a pole or conduit under the Agreement hereunder by removing therefrom all of its ~~wireline~~ attachments or by requesting the Company to remove, at Licensee's expense, all of its occupancies and by giving written notice thereof to the Company.

13. PERMITS, EASEMENTS, AND RIGHTS-OF-WAY

Licensee shall secure any right license or permit for any governmental body, authority, or other person or persons that may be required for the construction or maintenance of Licensee's ~~wireline~~ attachments or occupancies, at its expense. The Company does not guarantee any easements, rights-of-way or franchises for the construction and maintenance of such ~~wireline~~ attachments or occupancies. Licensee hereby agrees to indemnify and save harmless the Company from any and all claims, including the expenses incurred by the Company to defend itself against such claims, resulting from or arising out of the failure of Licensee to secure such right, license, permit or easement for the construction or maintenance of such attachment on the Company's pole or occupancy in the Company's conduit.

14. SUPPLY OF ELECTRIC SERVICE

Electric service for power supplies of a Licensee shall be supplied from the lines of the Company in a manner specified by the Company.

15. USE BY THIRD PARTIES

The Company shall have the right, from time to time during the term of the Agreement, to grant, by contract or otherwise to others not parties to the Agreement, rights or privileges to use any pole or conduit covered by the Agreement, and *to the extent not inconsistent with the rights of Licensee*, the Company shall have the right to continue and extend any such rights or privileges heretofore granted. ~~The wireline attachment and occupancy privileges granted hereunder shall at all times be subject thereto.~~

16. BOND

Licensee shall furnish a bond, as *reasonably* specified by the Company, to guarantee the performance of the obligations assumed by Licensee under the terms of the Agreement not otherwise covered by the insurance required by paragraph 9. Such bond shall be submitted to the Company prior to Licensee making attachment to the Company's poles or occupying the Company's conduit.

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TERMS AND CONDITIONS (Contd.)

17. REIMBURSEMENT FOR WORK PERFORMED

In case one Party is obligated to perform certain work at its own expense and the Parties mutually agree in writing that it is desirable for the other Party to do such work, then such other Party shall promptly do the work at the sole expense of the Party originally obligated to perform the same. Bills for expense so incurred shall be due and payable within thirty (30) days after presentation.

18. DEFAULT

If Licensee fails to comply with any of the provisions of the Agreement or defaults in the performance of any of its obligations under the Agreement and fails within sixty (60) days after written notice from the Company to correct such default or non-compliance, the Company may, at its option, forthwith terminate the Agreement, or the specific permit or permits covering poles or conduit and Licensee's ~~wireline~~ attachments/ or occupancies to which such default or non-compliance is applicable, and, remove ~~wireline~~ attachments/ or occupancies of Licensee at Licensee's expense, and no liability therefore shall be incurred by the Company because of such action.

19. MAPS

The area covered by the Agreement shall be set forth on a map, attached to, and made a part of the Agreement. Such area may be extended or otherwise modified by a supplemental agreement mutually agreed upon and signed by the Parties to an Agreement with a new map attached thereto showing the changed area to be thereafter covered by the Agreement. Such supplement shall be effective as of the, date of final execution thereof and shall be attached to all executed copies of the Agreement.

20. EXPIRATION OF AGREEMENT

If Licensee does not exercise the rights herein granted within six (6) months from the execution date of the Agreement, the Agreement shall be void. The Agreement shall start as of the execution date thereof and shall continue for a period of one year and shall be self-renewing from year to year thereafter unless terminated by either Party's giving to the other Party written notice at least sixty (60) days prior to the end of any yearly term, *subject to the right of access on reasonable terms and conditions provided in Ohio Revised Code Section 4905.71(A)*. Licensee shall completely remove its ~~wireline~~ attachments from the Company's poles or direct the Company to remove, at Licensee's expense, its occupancy in the conduit on or prior to the termination date, unless a new Agreement covering such poles or conduit has been executed by the Parties hereto *and subject to the right of access on reasonable terms and conditions provided in Ohio Revised Code Section 4905.71(A)*.

21. BINDING EFFECT

The Agreement shall be binding upon and inure to the benefit of the Parties thereto, their respective successors and/or assigns, but Licensee shall not assign, transfer or sublet any of the rights hereby granted or obligations hereby assumed without a prior written consent of the Company and without

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TERMS AND CONDITIONS (Contd.)

the execution of a separate agreement between the Company and Licensee's assignee, transferee, or sublessee.

22. DEPOSIT

The Licensee may be required to pay a cash deposit to the Company in order to establish or re-establish credit in an amount not in excess of the total annual rental fees. After the Licensee has established a reasonable credit record by paying the rental fees for two consecutive years within the time specified in the Agreement; the Company shall apply the deposit plus an accrued interest to the next annual rental fee amount which is due and payable with the next subsequent anniversary date. The Company shall pay interest thereon in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code.

23. FORCE MAJEURE

Except as may be expressly provided otherwise, neither Party shall be liable to the other for any failure of performance under the Tariff or Agreement due to causes beyond its reasonable control, including: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrence; (b) national emergencies, insurrections, riots, acts of terrorism, or wars; (c) strikes, lockouts, work stoppages, or other labor difficulties. To the extent practicable, the Parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the force majeure event causing the failure or delay has ceased. Each Party shall promptly notify the other Party of any delay in performance under this paragraph and its effect on performance required under the Tariff or Agreement.

If any pole or conduit of the Company is damaged or destroyed by a force majeure event so that, in the Company's sole discretion, the pole or conduit is rendered materially unfit for the purposes described in the Tariff or Agreement and the Company elects not to repair or replace the pole or conduit, then permission to attach to such pole or occupy such conduit shall terminate as of the date of such damage or destruction.

SERVICE REGULATIONS

The supplying and billing for service, and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provide by law.

Filed pursuant to an Order dated _____ in Case No. _____ before the Public Utilities Commission of Ohio.

Issued:

Effective

Issued by Sandra P. Meyer, President

EXHIBIT 5

BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Duke) Case No.
Energy Ohio, Inc. for an Increase in) 08-709-EL-AIR
Electric Distribution Rates.)

In the Matter of the Application of Duke) Case No.
Energy Ohio, Inc. for a Tariff Approval.) 08-710-EL-ATA

In the Matter of the Application of Duke) Case No.
Energy Ohio, Inc. for Approval to Change) 08-711-EL-AAM
Accounting Methods.)

In the Matter of the Application of) Case No.
Cincinnati Gas & Electric Company for) 06-718-EL-ATA
Approval of its Rider BDP, Backup)
Delivery Point.)

DEPOSITION OF: ULRICH ANGLETON

December 15, 2008

12:35 p.m.

REPORTED BY:

Renee Rogers, Registered Professional Reporter

1 know it's a number of poles, but I can't tell you --
2 without -- without looking at the billing, I
3 couldn't tell you.

4 Q But you have those records?

5 A Yes. We have those records.

6 Q So are those the only agreements
7 between Cincinnati Bell and Duke?

8 A Yes.

9 Q Does Duke have records of all
10 attachments by Cincinnati Bell to Duke's poles?

11 A Yes.

12 Q How much space is Cincinnati Bell
13 generally entitled to on Cincinnati Gas & Electric's
14 poles?

15 A The agreement stipulates three foot of
16 space.

17 Q And how much space is Embark generally
18 entitled to when it attaches to Duke poles?

19 A Three foot of space.

20 Q And AT&T?

21 A Same, three foot.

22 Q Now, does Cincinnati Bell apply to
23 Duke to attach to drop poles?

24 A Drop poles now are considered plan,

1 and have been for some time, and we do put -- they
2 are put in the system.

3 Q Well, you say now considered plan.
4 What do you mean by that?

5 A At one time there was a label put on
6 drop poles. They were called CC poles because they
7 weren't in line on a regular distribution line and
8 they were not counted in the regular plan. Some
9 years later they were added to the plan.

10 Q Okay. And does Cincinnati Bell apply
11 to attach to drop poles now?

12 A They apply to attach to all poles in
13 the JUR system.

14 Q And do they apply to attach to drop
15 poles before they attach?

16 A That, I don't know. I would have to
17 say -- I'll say I don't know.

18 Q Okay. How does the JUR system work?

19 A Whenever there's a proposal to attach
20 to a pole -- JUR system is an electronic system that
21 both Time Warner Cable, Cincinnati Bell Telephone,
22 and other cable companies use to make a request to
23 get on a pole, and it starts the ball rolling as far
24 as the proposal, and drawings are attached.

1 any of Current's affiliates to Duke's poles?

2 A No.

3 Q Do you know of any safety inspections
4 involving Current or Current's affiliates?

5 A Any time an attachment is put on a
6 pole, the process is to do a post inspection to make
7 sure that that attachment is in compliance.

8 Q Other than the post-construction
9 inspections, are you aware of any audits or surveys
10 of Current's facilities?

11 A No.

12 Q Are you aware of complaints having
13 been made by cable operators about the manner in
14 which Current or CG&E was attaching Current's
15 facilities to Duke's poles?

16 A No.

17 Q Do phone companies have power supplies
18 on Duke's poles?

19 A They have terminal boxes generally
20 mounted on their own poles. I'm sure there are some
21 on Duke poles, but the intent is to keep them on
22 telephone poles.

23 Q To the extent that they have terminal
24 boxes on Duke's poles, do they pay a separate rental

1 rate for that?

2 A No.

3 Q Do phone companies have risers on
4 Duke's poles?

5 A They do.

6 Q Do they pay a separate, additional
7 rate for risers?

8 A No.

9 Q Now, you said that at one time drop
10 poles had a designation of CC?

11 A That was current contact.

12 Q And so they were not included in the
13 poles for terms of sharing arrangements; is that
14 right?

15 A As far as I know.

16 Q As far as you know they were not?

17 A Yeah. That, I really don't know for
18 sure.

19 Q Has Duke conducted any kind of an
20 audit to identify all of Duke's drop poles to which
21 the phone companies may be attached?

22 A I'm not aware of it.

23 Q When the phone companies were
24 attaching to drop poles under the CC system, were

1 there records kept of those?

2 A That, I don't know.

3 Q You haven't seen any such records?

4 A I haven't seen any, no.

5 Q Does Duke intend to apply the new
6 tariff charge in this proposed tariff to power
7 supplies by cable operators?

8 A We looked at -- we're looking at doing
9 them in the future, yes.

10 Q Okay. So the idea is that the tariff
11 charge proposed to be \$14.42 would apply to power
12 supplies; is that right?

13 A Yes.

14 Q If a power supply -- let's consider a
15 situation where a cable operator has an attachment
16 on a pole, a horizontal attachment above minimum
17 grade height, and it also has a power supply, and
18 the power supply is, let's say, 25 inches long.
19 What, under the tariff, would Duke intend to charge
20 the cable operator for that pole? Do you know?

21 A That hasn't been determined.

22 Q It hasn't been determined whether
23 there would be any charge?

24 A The thought is for every foot of space

1 Q Do you know how long this has been
2 going on?

3 A I would have to estimate a number of
4 years. I don't know.

5 Q You've been riding around Duke's
6 outside plant Ohio for how many years?

7 A 13.

8 Q You weren't riding around prior to
9 that?

10 A Yes, I was.

11 Q Looking at the plant?

12 A Yes. Yes.

13 Q You could see whether there is a drop
14 attachment evident from riding around; isn't that
15 true?

16 A Well, that's true if that's what
17 you're looking for.

18 Q So you weren't necessarily looking for
19 this before 13 years ago; is that right?

20 A That's right.

21 Q So you don't know whether cable
22 operators were attached to Duke's drop poles prior
23 to 13 years ago? You just didn't notice?

24 A Oh, I had -- yes, I noticed they were.

1 Q Okay. So some time prior to 13 years
2 ago you know this has been taking place, right?

3 A Yes.

4 Q And do you think it's been evident to
5 other people in Duke that cable companies have been
6 attached to Duke's drop poles for a period of time?

7 A Yes.

8 Q And are you aware that cable operators
9 have traditionally not applied to Duke before the
10 fact to make attachments to drop poles?

11 A Since I'm not working in Ohio, I don't
12 know what the application was. I would have to say
13 they probably didn't. I don't know.

14 Q You weren't working in Ohio?

15 A No.

16 Q Now, are you aware of the fact that
17 for many years cable companies in Ohio did not apply
18 or provide notice to Duke of attaching to drop
19 poles?

20 MS. WATTS: I'm going to note a
21 continuing objection here to relevancy.

22 MR. GILLESPIE: Fine.

23 MS. WATTS: You can go ahead and
24 answer.

1 all of its poles?

2 A I do not.

3 Q Do you know when and how the GIS
4 coordinates for Duke's poles were determined?

5 A No, I don't.

6 Q So you don't know who performed that?

7 A No.

8 Q Or when?

9 A No, sir.

10 Q Do you know who would know?

11 A No, I don't. That's a completely
12 different department.

13 Q It is? What department would that be?

14 A Here in Ohio, I don't know.

15 Q Do you know whether there's any
16 reconciliation between the continuing property
17 records and GIS mapping?

18 A I have no way of knowing that.

19 Q Do you know whether Duke has records
20 of attachments to drop poles by any party?

21 A No.

22 Q So you don't know whether Duke has
23 records of phone company attachments to drop poles?

24 A No.

EXHIBIT 6

BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Duke) Case No.
Energy Ohio, Inc. for an Increase in) 08-709-EL-AIR
Electric Distribution Rates.)

In the Matter of the Application of Duke) Case No.
Energy Ohio, Inc. for a Tariff Approval.) 08-710-EL-ATA

In the Matter of the Application of Duke) Case No.
Energy Ohio, Inc. for Approval to Change) 08-711-EL-AAM
Accounting Methods.)

In the Matter of the Application of) Case No.
Cincinnati Gas & Electric Company for) 06-718-EL-ATA
Approval of its Rider BDP, Backup)
Delivery Point.)

DEPOSITION OF: TERESA BRIERLY

December 15, 2008

3:05 p.m.

REPORTED BY:

Renee Rogers, Registered Professional Reporter

1 maintain under the agreement?

2 A Yes, I do.

3 Q What is it?

4 A 58-42 is the ratio. They're supposed
5 to own 42 percent.

6 Q How long has that ratio been in
7 effect?

8 A To the best of my recollection, that
9 was amended two or three years ago.

10 Q Okay. And is there an effort by Duke
11 to see that that ratio is maintained?

12 A Yes.

13 Q To the extent that Cincinnati Bell
14 does not maintain 42 percent ownership, or ownership
15 of 42 percent of the poles that are used, is there a
16 rental rate that is charged for attachment to those
17 poles?

18 A If we believe that the ratio is
19 outside of the three percent allowable, we bring it
20 back in to conformity.

21 Q So there's a three percent cushion?

22 A Yes.

23 Q How do you bring it back in to
24 conformity?

1 A We purchase and sell poles to one
2 another.

3 Q How do you determine what the price is
4 of those poles that you purchase and sell?

5 A We utilize negotiated pricing tables.

6 Q And the purpose of these pricing
7 tables is to determine what a reasonable cost is of
8 the poles?

9 A Yes.

10 Q Are these pricing tables based on the
11 cost of new poles, or older poles?

12 A Well, we negotiate the prices based on
13 new poles, and then we have a deterioration factor.

14 Q And does the negotiated price of the
15 new poles represent the loaded cost of the poles
16 installed?

17 A Yes, it does.

18 Q Is it different for different size
19 poles?

20 A Yes, it is.

21 Q Are there any other factors that are
22 listed in the negotiating pricing tables other than
23 the cost of the installed pole?

24 A Yes.

1 Q What else?

2 A We have cost of removal of poles, we
3 have additional height prices in there for poles, we
4 have anchor costs, we have costs from the Cincinnati
5 Bell perspective for different tables. They have
6 different costs associated with their doing business
7 versus our cost to do business for different things.

8 Q So there would be a different cost for
9 a Cincinnati Bell pole of a certain size than for a
10 new pole of a certain size?

11 A No. We use the same cost for those.

12 Q I didn't understand then. What's the
13 difference for the Cincinnati Bell cost of doing
14 business?

15 A They might have to splice a terminal
16 box. We don't have terminal boxes. We may have a
17 charge of another kind that they don't have in their
18 business, so we have tables.

19 Q Okay. So anchors are separately
20 listed?

21 A Yes.

22 Q Does that include the guying cost as
23 well with the anchor?

24 A No. It's just the cost of an anchor.

1 Q So the cost of the pole installed
2 would generally cover guying costs, but the anchor
3 would be separate; is that right?

4 A The cost of the pole is just the cost
5 of the pole. There's no -- each company does their
6 own guying and they pay for their own guying, and
7 then if there's an anchor, whoever owns the anchor
8 has the cost of the anchor.

9 Q Well, we're talking about poles that
10 are already in the field, right?

11 A Yes.

12 Q So the purpose here is so that if, for
13 example, Cincinnati Bell falls below the three
14 percent cushion and only owns 38 percent of the
15 poles that are jointly used, then Cincinnati Bell
16 would be required to purchase some poles from Duke,
17 right?

18 A Yes.

19 Q To bring that percentage back in line,
20 right?

21 A Yes.

22 Q And so those are poles that are
23 already standing in the field, correct?

24 A Yes.

1 Q So to determine what that cost is, you
2 use a table, right?

3 A Yes.

4 Q And what if there are three guys on
5 that pole and three anchors?

6 A The guys bear no weight. It's just
7 the poles and the anchors.

8 Q Okay. And do you know how those poles
9 that are purchased from Cincinnati Bell -- most of
10 those poles would be purchased by Cincinnati Bell
11 from Duke, I assume; is that right? Or are they
12 sometimes purchased the other way?

13 A It would be Bell purchasing poles.

14 Q And do you know how Duke treats that
15 sale in its pole records?

16 A Could you be a little more specific?

17 Q Do you know how Duke accounts in its
18 accounting records for the sale of that pole?

19 A I've never been a part of that
20 process.

21 Q Now, Duke also has joint use
22 arrangements with AT&T and Embarq, right?

23 A Yes.

24 Q And those arrangements are also based

1 on some expected proportional ownership?

2 MS. SPILLER: Again, note a continuing
3 objection to these public utility
4 contracts.

5 But go ahead, Teri.

6 A Would you repeat the question? I'm
7 sorry.

8 THE COURT REPORTER: Question: And
9 those arrangements are also based on some
10 expected proportional ownership?

11 A Yes. I believe so.

12 Q To the extent that AT&T and Embarq
13 have fallen behind the appropriate percentage of
14 ownership, they pay a rental fee; is that right? Or
15 do you not know that?

16 A I don't know.

17 Q So do you work with the joint use
18 agreements?

19 A Yes.

20 Q Have you been asked by anyone to
21 produce copies of the joint use agreements?

22 A No.

23 MR. GILLESPIE: I'm trying to avoid
24 having to make a copy of all of these

1 agreements for exhibits.

2 I guess what I'll do is just try to be
3 sure through interrogatories that we have
4 them all.

5 Q Do you know whether Time Warner Cable
6 or Adelphia historically applied for attachments to
7 drop poles?

8 A Yes.

9 Q Did they?

10 A My answer is yes. But did they
11 identify them specifically as drop poles? Any pole
12 they were to get on, it was owned by Duke Energy
13 regardless of whether it was a drop pole or not.

14 Q That's your understanding?

15 A That's my understanding.

16 Q Do you know whether Adelphia and Time
17 Warner, as a general practice, applied for drop
18 poles?

19 MS. SPILLER: I'm going to object to
20 the form of those two companies
21 referenced.

22 Go ahead, Teri.

23 A I know from my experience when I was a
24 technician and I processed those requests, they did

1 on those requests ask permission if a drop pole was
2 in the field to make attachment.

3 Q Do you know whether they did so before
4 or after the attachment?

5 A Did they ask before --

6 Q Yeah.

7 A -- or after? My experience would have
8 been before.

9 Q So in your experience Time Warner
10 Cable applied before the fact to attach to drop
11 poles?

12 A I feel like you're asking me did they
13 do it on every pole, and my answer to that is I
14 don't know.

15 Q I'm not asking you about every pole.
16 I'm asking you did they, on a significant number of
17 poles, apply before the fact?

18 A I can only tell you that Time Warner
19 Cable did ask permission to attach to drop poles.

20 Q How far back?

21 A I started as a tech in 1987.

22 Q Do you know whether Time Warner or
23 other cable companies are aware whether there is a
24 drop pole that needs to be attached to before they

1 go out to sign up a customer?

2 A I don't know.

3 Q Do you know whether the phone
4 companies, if they are not already attached to a
5 drop pole of Duke's, applied to Duke for permission
6 to attach to that drop pole before they attach?

7 A Are you asking me if I know of what
8 they're supposed to know?

9 Q No. I'm not asking you what they're
10 supposed to do. I'm asking you what they do, okay?
11 I mean, you -- I understand that you may have a view
12 as to what you think they're supposed to do. That's
13 not what I'm asking you. I'm asking you about what
14 actually happens in the field.

15 MS. SPILLER: Based upon what you
16 know.

17 Q Yeah. Based on your knowledge.
18 That's all I'm asking.

19 A My knowledge is that they're supposed
20 to apply to me before attaching any attachment to
21 any of our poles.

22 Q And that's your interpretation of what
23 the cable companies are supposed to do also, right?

24 A My understanding is that if a

1 telephone company is on an existing pole and they
2 want to get another attachment on that pole, they
3 may do so within the space allowed them within the
4 agreement.

5 So, no, Cincinnati Bell would not
6 notify me every time they want to put an attachment
7 on the pole. Yes, Time Warner should.

8 Q Okay. Now, I'm not asking you what
9 you believe should be done. I'm just trying to get
10 an understanding of what the parties actually do,
11 okay?

12 Let me define what I mean by a drop
13 pole. By drop pole I mean a pole that is off the
14 distribution line that is used to help carry a
15 service drop to the home, okay?

16 A Yes.

17 Q Now, my question has to do with if
18 there is a Duke drop pole that, let's say,
19 Cincinnati Bell is not already attached to, if
20 Cincinnati Bell wants to attach to that drop pole to
21 provide service to the customer, do you know whether
22 Cincinnati Bell requests permission, files an
23 application with Duke before doing so?

24 A I don't know.

EXHIBIT 7

BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Duke) Case No.
Energy Ohio, Inc. for an Increase in) 08-709-EL-AIR
Electric Distribution Rates.)

In the Matter of the Application of Duke) Case No.
Energy Ohio, Inc. for a Tariff Approval.) 08-710-EL-ATA

In the Matter of the Application of Duke) Case No.
Energy Ohio, Inc. for Approval to Change) 08-711-EL-AAM
Accounting Methods.)

In the Matter of the Application of) Case No.
Cincinnati Gas & Electric Company for) 06-718-EL-ATA
Approval of its Rider BDP, Backup)
Delivery Point.)

DEPOSITION OF: DONALD STORCK

November 21, 2008

9:00 a.m.

REPORTED BY:

Renee Rogers, Registered Professional Reporter

1 for the provision of telecommunication services
2 would not be covered by the tariff?

3 A I do understand that.

4 Q Okay. Do you know whether phone
5 companies make prior application before they're
6 attached to Duke's drop poles?

7 A No. I don't know.

8 Q Do you know whether cable companies
9 historically have obtained prior approval from Duke
10 for attachment to drop poles?

11 A No, I don't.

12 Q Do you know whether there have been
13 any agreement or agreements reached between cable
14 operators and Duke personnel informally that would
15 allow cable operators to submit applications for
16 drop poles after the fact?

17 A No, I don't.

18 Q Do you know whether the FCC has stated
19 that drop poles may be authorized after the fact or
20 would be treated as covered by the primary
21 attachment --

22 A No.

23 Q -- to the distribution pole?

24 A I don't know.

EXHIBIT 8

Summary of Ohio Pole Attachment Rates, Terms and Conditions

Company Tariff Agreement	Date	Rate	Unauthorized Attachment Penalty	Penalty for Safety Violations
CenturyTel of Ohio, Inc. PUCO No. 1 Pole Attachment Tariff	Issued and Effective: 5/14/1999	\$1.95 (per pole attachment)	None	None
Champaign Telephone PUCO No 1 Pole Attachment Tariff	Issued: 9/29/1982 4/13/1990 3/15/1993 Effective: 11/1/1982 3/19/1993	\$1.75 (per pole)	If any attachment is found on a pole for which no application is outstanding, the Company, without prejudice of its other rights may 1. impose a charge. Such charge shall be made from the date of the original application by Customer.	None
Chillicothe Telephone Company PUCO No 4 Pole Attachment Tariff	Issued: 11/25/1986 Re-issued: 4/13/1990 Effective: 11/25/1986 4/13/1990	\$1.68 (per pole)	None	None
Cincinnati Bell Telephone Company LLC PUCO No. 1 Pole	Issued: 1/12/1983 5/9/1983 4/14/1998	\$4.50 Per pole per year for each one foot of usable space	The Company, without prejudice to its other rights or remedies under the tariff agreement, may impose a charge. In determining the charge, the	None

Summary of Ohio Pole Attachment Rates, Terms and Conditions

Company Tariff Agreement	Date	Rate	Unauthorized Attachment Penalty	Penalty for Safety Violations
and Anchor Attachment and Conduit Occupancy Accommodations	10/15/2004 11/29/2004 4/15/2005 Effective: 1/12/1983 5/9/1983 4/14/1998 2/29/2004 11/15/2004 12/29/2004 4/15/2005	occupied by attachment and for each power supply, equipment case, or cabinet attached to a pole.	unauthorized use will be treated as having existed for a period of one year prior or the date of this tariff, whichever is shorter.	
Cleveland Electric Illuminating Company (FIRST ENERGY)	Issued and Effective: 4/18 / 1996 Revised: 1/7/1983	\$4.29 (per pole attachment)	The Company may impose a charge. In determining the charge, the unauthorized use will be treated as having existed for a period of one year prior or the date of this tariff, whichever is shorter.	None
PUCO No 1 Pole Attachment Tariff				
Columbus Grove Telephone Company	Issued and Effective: ____ / ____ / 2000 (no date)	\$3.80 (per pole)	The Company may impose a charge equal to 5 times the annual rental rate for each unauthorized attachment.	None
PUCO No. 7 Pole Attachment Tariff				
Columbus Southern Power Company	Issued: 12/21/ 2005 Effective:	Initial Contact Fee: \$1.25 Annual Attachment	None	None

Summary of Ohio Pole Attachment Rates, Terms and Conditions

Company Tariff Agreement	Date	Rate	Unauthorized Attachment Penalty	Penalty for Safety Violations
PUCO No. 6 Schedule PA (Pole Attachment)	1/1/2006	Charge: \$2.98		
Conneaut Telephone Company	8/12/1998	\$4.00 (per pole)	None	None
Pole attachment Agreement with General Aluminum Manufacturing Company				
Dayton Power and Light	Issued 12/22/ 1982	\$3.50 (per pole)	None	None
PUCO No 1 Pole Attachment Tariff	Effective: 12/29/ 1982 Revised: 2/1/1992 11/2/2000			
Duke Energy Ohio	Issued: 3/31/2006	\$4.25 (per pole)	None	None
PUCO No. 1 RATE PA Pole Attachment/ Occupancy Tariff	Effective: 4/3/2006	\$1.00 initial contact fee		

Summary of Ohio Pole Attachment Rates, Terms and Conditions

Company Tariff Agreement	Date	Rate	Unauthorized Attachment Penalty	Penalty for Safety Violations
Germanatown Independent Telephone Company PUCO No. 7 Pole Attachment Tariff	Issued: 3/15/1995 Effective: 5/4/1995	\$2.25 (per pole) \$100.00 (per application)	If any facilities of Customer shall be found on a pole for which no license is outstanding, the Company may impose a charge. For the purpose of determining the charge, absent satisfactory evidence to the contrary, the authorized use shall be treated as having existed for a period of 1 year prior to its discovery or for the period beginning with the date Customer was initially authorized to attach facilities, whichever period is shorter.	None.
Ohio Edison Company PUCO No 11 Pole Attachment Tariff	Effective: 1/1/2003	\$4.69 (per pole)	Customer pays the Company for each unauthorized contact a charge based on 2 times the normal rental rate per pole per year starting from the date of the attachment or any higher rate provided for in the Company's tariff. If the Customer is unable to document the date of attachment, the parties mutually agree that the period shall be fixed at the lesser of 5 years, or the date of the initial tariff between the parties. All unauthorized contacts shall carry a minimum one year charge.	None
Ohio Power Company PUCO No. 18 Schedule PA (Pole Attachment)	Issued: 12/21/ 2005 Effective: 1/1/2006	Initial Contact Fee: \$1.25 (per pole) Annual Attachment Charge: \$3.90	Company may impose a charge equal to 5 times the annual rental rate for each unauthorized attachment.	None

Summary of Ohio Pole Attachment Rates, Terms and Conditions

Company Tariff Agreement	Date	Rate	Unauthorized Attachment Penalty	Penalty for Safety Violations
Orwell Telephone Company d/b/a Fairpoint Communications	Issued: 1/16/ 2002 Re-Issued: 2/9/2007	\$3.80 (per pole)	Company may impose a charge equal to 5 times the annual rental rate for each unauthorized attachment.	None
PUCO No 9, Pole Attachment Tariff	Effective: 3/4/2002 4/24/2007			
The Toledo Edison Company	Issued: 8/10/ 1983	\$3.39 (per pole contact or attachment, per one foot of usable space per pole)	The company has the right to impose a charge for each year of unauthorized attachment which consists of the current rate and contact fee of 10% of the amount due and any amounts not collected as a result of understated billings for the previous 36 months.	None
PUCO No 1 Pole Attachment Tariff	Effective: 8/15/ 1983 Revised: 4/18/ 1996	Initial Charge: \$5.00 per application per pole contact		
Verizon North, Inc. (formerly named GTE North Inc.)	Issued: 8/6/1985 4/2/1990 9/5/2000	\$2.00 (per pole)	If any facilities of Customer shall be found on a pole for which no license is outstanding, the Company may impose a charge. For the purpose of determining the charge, all unauthorized use shall be treated as having existed for a period of 2 years prior to its discovery or for the period beginning with the date Customer was initially authorized to attach facilities, whichever period is shorter.	None
PUCO No. 1 Pole and Anchor Attachment and Conduit Occupancy Accommodations	Effective: 8/6/1985 4/2/1990 8/1/2000			

Summary of Ohio Pole Attachment Rates, Terms and Conditions

Company Tariff Agreement	Date	Rate	Unauthorized Attachment Penalty	Penalty for Safety Violations
Windstream Ohio, Inc.	Issued: 6/16/2006 2/06/1990 3/31/1988 4/20/1983	\$1.75 (per pole) (ATL/CFDL) \$2.85(per pole) (E/CS)	None	None
FKA Alltel Ohio, Inc.				
PUCO No. 1 Pole Attachment Tariff	Effective: 7/24/2006 4/12/1990 8/26/1988 5/1/1983			
Windstream Western Reserve, Inc.	Issued: 11/5/1986 Re-issued: 2/6/1990 6/16/2006	\$2.00 (per pole)	If any cable, equipment or facilities of Customer shall be found on a pole for which no authorization is outstanding, the Company may impose a charge. For the purpose of determining the charge, absent satisfactory evidence to the contrary, the authorized use shall be treated as having existed for a period of 2 years prior to its rights to any other sums due and payable and to any claims or damages under this tariff otherwise.	None
PUCO No. 1 Pole Attachment	Effective: 11/14/1986 4/12/1990 7/24/2006			

EXHIBIT 9

RATE CATV

RATE FOR POLE ATTACHMENTS OF CABLE TELEVISION SYSTEMS

APPLICABILITY

Applicable to the attachment of cable television systems to any pole of the Company by a person (attachee) who makes application on an appropriate Company form with submission of information and documents specified herein and in the application.

ATTACHMENT CHARGES

The following annual rental shall be charged for the use of each of the Company's poles:

\$4.60 for a two-user pole.

\$4.00 for a three-user pole

A two-user pole is a pole being used, either by actual occupation or by reservation, by the attachee and the Company. A three-user pole is a pole being used, either by actual occupation or by reservation, by the attachee, the Company and a third party.

PAYMENT

Attachee shall pay to the Company for all authorized attachments an annual rental, as set forth above, for the use of each of the Company's pole, any portion of which is occupied by, or reserved at attachee's request for the attachments of attachee, at any time during the initial rental year. The first annual payment of rental for the previous rental year shall be due and payable on the first anniversary date of attachee's application. Subsequent payments of annual rental shall be due and payable on each succeeding anniversary date thereof.

As newly authorized attachments are made after the initial rental year, rentals for such attachments shall be paid for the entire year if made within the six month period after any anniversary date, and for on-half year if made during the following six month period. For any attachments removed by attachee and for which the Company shall have received written notice from attachee, the yearly rental shall be prorated to the date of removal.

All fees, charges and rentals provided for herein not paid when due and payable shall bear interest at the maximum rate permitted by law from the date when due, until paid.

TERMS AND CONDITIONS

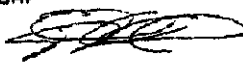
1. Prior to the signing of the application, attachee shall send the Company all manufacturers' technical manuals and information, and construction standards and manuals regarding the equipment attachee proposes to use pursuant to the provisions contained herein and such other information as requested by the Company.

Issued by authority of an Order of the Kentucky Public Service Commission dated December 21, 2006 in Case No. 2006-00172.

Issued: December 22, 2006

Issued by Sandra P. Meyer, President

By



Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY

EFFECTIVE
1/2/2007

PURSUANT TO 2007 KAR 5-011
Effective January 2, 2007
SECTION 9 (1)

Duke Energy Kentucky, Inc.
1697-A Monmouth Street
Newport, Kentucky 41071

KY. P.S.C. Electric No. 2
Original Sheet No. 92
Page 2 of 6

TERMS AND CONDITIONS (Contd.)

2. After the Company has received a signed application from attachee and before any attachment is made by attachee, it shall make a written request for permission to install attachments on any pole of the Company, specifying the location of each pole in question, the character of its proposed attachments and the amount and location of space desired. Within 30 days after receipt of such application, the Company shall notify attachee in writing whether or not it is willing to permit the attachments and, if so, under what conditions. If such permission is granted, attachee shall have the right to occupy the space allotted by the Company under the conditions specified in such permit and in accordance with the terms contained herein but Company shall not be required to set a pole for the sole use by attachee. Company will not deny attachee the right to attach to a pole, if space is or can be made available.
3. All attachments are to be placed on poles of the Company in a manner satisfactory to the Company and so as not to interfere with the present or any future use which the Company may desire to make of such poles, wires or other facilities. All attachments shall be installed and maintained by attachee so as to comply at least with the minimum requirements of the National Electrical Safety Code and any other applicable regulations or codes promulgated by federal, state, local or other governmental authority having jurisdiction. Attachee shall take any necessary precautions, by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of attachee's attachments on the Company's poles. The Company shall be the sole judge as to the requirements for the present or future use of its poles and equipment and of any interference therewith.
4. In any case where it is necessary for the Company to replace a pole because of the necessity of providing adequate space or strength to accommodate the attachments of attachee thereon, either at the request of attachee or to comply with the above codes and regulations, the attachee shall pay the Company the total cost of this replacement. Such cost shall be the total estimated cost of the new pole including material, labor, and applicable overheads, plus the cost of transferring existing electric facilities to the new pole, plus the cost of removal of the existing pole and any other incremental cost required to provide for the attachments of the attachee, including any applicable taxes the Company may be required to pay because of this change in plant, minus salvage value of any poles removed.

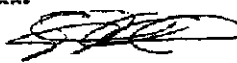
Attachee shall also pay to the Company and other owners thereof the cost of removing all existing attachments from the existing pole and re-establishing the same or like attachments on the newly installed pole. The new pole shall be the property of the Company regardless of any payments by attachee towards its cost and attachee shall acquire no right, title or interest in such pole.

Issued by authority of an Order of the Kentucky Public Service Commission dated December 21, 2006 in Case No. 2006-00172.

Issued: December 22, 2006

Issued by Sandra P. Meyer, President

By



Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY

EFFECTIVE
1/2/2007

PURSUANT TO 307 KAR 5-011
Effective: January 2, 2007

SECTION 9 (f)

TERMS AND CONDITIONS (Contd.)

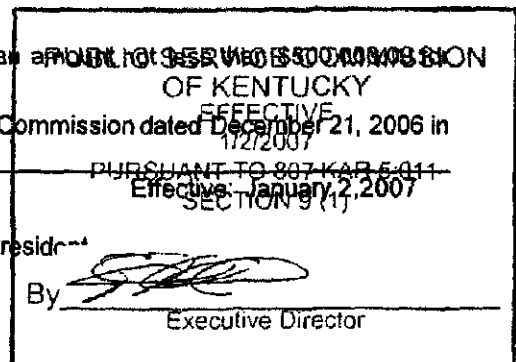
5. If attachee's proposed attachments can be accommodated on existing poles of the Company by rearranging facilities of the company and of other attachees or permittees thereon, such rearrangement shall be made by the Company and such other attachees or permittees, and attachee shall on demand reimburse the Company and such other attachees or permittees for any expense incurred by them in transferring or rearranging such facilities. Any additional guying required by reason of the attachments of attachee shall be made by attachee at its expense, and to the satisfaction of the Company.
6. Whenever the Company discovers any unauthorized attachments of attachee, attachee shall pay to the Company an amount equal to twice the rental that would have been due had the installation been made the day after the Company's last inspection. The payment of these charges shall not relieve attachee of any responsibility, obligation imposed by law or assumed herein.
7. Whenever the Company notifies attachee in writing that the attachments of attachee interfere with the operation of facilities of the Company or other attachees or permittees, or constitute a hazard to the service rendered by the Company or other attachees or permittees, or fail to comply with codes or regulations above-mentioned, or are substandard in any way, attachee shall within 10 days after the date of such notice, remove, rearrange, or change its attachments as directed by the Company. In case of emergency, the Company reserves the right to remove or relocate the attachments of attachee at attachee's expense and without notice.
8. Attachee agrees to indemnify and save harmless Company from and against any and all liability, loss, damage, costs, attorney fees, or expense, of whatsoever nature or character, arising out of or occasioned by any claims or any suit for damages, injunction or other relief, on account of injury to or death of any person, or damage to any property including the loss of use thereof, or on account of interruption of attachee's service to its subscribers or others, or for public charges and penalties for failure to comply with federal, state or local laws or regulations, growing out of or in connection with any actual or alleged negligent act or omission, whether said negligence is sole, joint or concurrent, of attachee or its servants, agents or subcontractors, whether or not due in part to any act, omission or negligence of Company or any of its representatives or employees. Company may require attachee to defend any suits concerning the foregoing, whether such suits are justified or not.
9. Attachee agrees to obtain and maintain at all times during the period attachee has attachments on Company's poles, policies of insurance or bonds in lieu thereof providing an equivalent protection as follows:
 - (a) Public liability and automobile liability insurance for itself in an amount not less than \$500,000.00 for bodily injury to or death of any one person, and, subject to the same limit for any one person, in an aggregate amount not less than \$1,000,000.00 for any one occurrence.
 - (b) Property damage liability insurance for itself in an amount not less than \$500,000.00 for any one occurrence.

Issued by authority of an Order of the Kentucky Public Service Commission dated December 21, 2006 in Case No. 2006-00172.

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By 
Executive Director



TERMS AND CONDITIONS (Contd.)

- (c) Contractual liability insurance in the amounts set forth in (a) and (b) above, to cover the liability assumed by the attachee under the agreements of indemnity set forth herein.
10. Prior to making attachments to the Company's poles, attachee shall furnish to the Company two copies of a certificate or bond, from an insurance carrier or bond company acceptable to the Company, stating the policies of insurance or bond have been issued by it to attachee providing for the insurance or indemnity listed above and that such policies or bonds are in force. Such certificate shall state that the insurance carrier or bond company will give the Company 30 days prior written notice of any cancellation of or material change in such policies or bonds. The certificate or bond shall also quote in full the agreements of indemnity set forth herein as evidence of the type of contractual liability coverage furnished. If such certificate or bond recites that it is subject to any exceptions or exclusions, such exceptions or exclusions shall be stated in full in such certificate or bond, and the Company may, at its discretion, require attachee, before starting work, to obtain policies of insurance or bonds which are not subject to any exceptions or exclusions which the Company finds objectionable.
11. The Company reserves the right, without liability to attachee or its subscribers, to discontinue the use of, remove, replace or change the location of any or all of the Company's poles, attachments or facilities regardless of any occupancy of the Company's poles by attachee, and attachee shall at its sole cost after written notice by the Company, make such changes in, including removal or transfer of, its attachments as shall be required by such action of the Company. Attachee shall make such changes within 10 days after written notice when such movement is to the same or another pole of Company and within 30 days when Company plans to abandon a pole and no other pole is available or planned to be installed by Company. If attachee fails to make such changes within the required time period after written notice by the Company or in case of an emergency, the Company reserves the right to make such changes to the attachments of attachee at attachee's expense and without notice, and no liability therefor shall be incurred by the Company, unless Company is solely negligent, because of such action for any consequential damages, including but not limited to loss of service to customers of attachee. Company may not require that attachee remove attachments for the sole reason to make room for Company on an existing pole.
12. Attachee may at any time abandon the use of a jointly used pole hereunder by removing therefrom all of its attachments and by giving written notice thereof to the Company.
13. Attachee shall secure any right, license or permit from any governmental body, authority, or other person or persons which may be required for the construction or maintenance of attachments of attachee, at its expense. The Company does not guarantee any easements, rights-of-way or franchises for the construction and maintenance of such attachments. Attachee hereby agrees to indemnify and save harmless the Company from any and all claims, including the expenses incurred by the Company to defend itself against such claims, resulting from or arising out of the failure of attachee to secure such right, license, permit or easement for the construction or maintenance of such attachments on the Company's poles.

Issued by authority of an Order of the Kentucky Public Service Commission dated December 21, 2006 in Case No. 2006-00172.

Issued: December 22, 2006

Issued by Sandra P. Meyer, President

By 
Executive Director

KENTUCKY PUBLIC SERVICE COMMISSION
OF KENTUCKY
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1/2/2007
PURSUANT TO 807 KAR 5-014
Effective January 2, 2007
SECTION 9 (f)

TERMS AND CONDITIONS (Contd.)

14. Electric service for cable television power supplies of attachee shall be supplied from the lines of the Company in the manner specified by the Company.
15. The Company shall have the right, from time to time while any poles are being used by attachee, to grant, by contract or otherwise, to others, rights or privileges to use any poles being used by attachee, and the Company shall have the right to continue and extend any such rights or privileges heretofore granted. The attachment privileges granted hereunder to an attachee shall at all times be subject to all previously granted rights pursuant to agreements between Company and others covering poles in joint use but shall not be subject to subsequently granted rights.
16. Attachee shall furnish bond, as specified by the Company, to guarantee the performance of the obligations assumed by attachee under the terms herein contained not otherwise covered by the insurance required by paragraph 9. Such bond shall be submitted to the Company prior to attachee's making attachments to the Company's poles. The amount of the bond may be reduced after the construction phase has been completed, and after attachee has proven to be a reliable utility customer. Allowance of such reduction shall not be unreasonably denied.
17. In case one party is obligated to perform certain work at its own expense and the parties mutually agree in writing that it is desirable for the other party to do such work, then such other party shall promptly do the work at the sole expense of the party originally obligated to perform the same. Bills for expense so incurred shall be due and payable within 30 days after presentation.
18. If attachee fails to comply with any of the provisions herein contained or defaults in the performance of any of its obligations herein contained and fails within 60 days after written notice from the Company to correct such default or non-compliance, the Company may, at its option, forthwith terminate the specific permit or permits covering the poles and attachee's attachments to which such default or non-compliance is applicable and any or all other permits of attachee, and remove attachments of attachee at attachee's expense, and no liability therefor shall be incurred by the Company because of such action except damages to facilities caused by the sole negligence of Company.
19. The area covered by the application will be set forth on a map, attached to, and made a part of the application. Such area may be extended or otherwise modified by a supplemental agreement mutually agreed upon and signed by the attachee and the Company with a new map attached thereto showing the changed area to be thereafter covered by the application. Such supplement shall be effective as of the date of final execution thereof and shall be attached to all executed copies of the application.
20. If attachee does not exercise the rights granted herein within six months from the date of the application, the application shall be void.

Issued by authority of an Order of the Kentucky Public Service Commission dated December 21, 2006 in Case No. 2006-00172.

Issued: December 22, 2006

Issued by Sandra P. Meyer, President

PUBLIC SERVICE COMMISSION
OF KENTUCKY

EFFECTIVE
1/2/2007

PURSUANT TO 2007 KAR 5:011
Effective January 2, 2007
SECTION 9(1)

By 
Executive Director

Duke Energy Kentucky, Inc.
1697-A Monmouth Street
Newport, Kentucky 41071

KY. P.S.C. Electric No. 2
Original Sheet No. 92
Page 6 of 6

TERMS AND CONDITIONS (Contd.)

21. The provisions herein shall be binding upon and inure to the benefit of the parties thereto, their respective successors and/or assigns, but attachee shall not assign, transfer or sublet any of the rights hereby granted or obligations hereby assumed without the prior written consent of the Company.

SERVICE REGULATIONS

The supplying and billing for service, and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Service Regulations currently in effect, as filed with the Kentucky Public Service Commission.

Issued by authority of an Order of the Kentucky Public Service Commission dated December 21, 2006 in Case No. 2006-00172.

Issued: December 22, 2006

Issued by Sandra P. Meyer, President

PUBLIC SERVICE COMMISSION
OF KENTUCKY

EFFECTIVE
1/2/2007

PURSUANT TO 807 KAR 5:011
Effective January 2, 2007

SECTION 5017

By 
Executive Director

MASTER LICENSE AGREEMENT

THIS AGREEMENT made and entered into this 21st day of January, 1993, by and between PSI ENERGY, INC., an Indiana corporation, with its principal place of business in Plainfield, Indiana (hereinafter "Licensor"), and Time Warner Entertainment Company, L. P., a Limited Partnership, with its principal place of business in New York, New York hereinafter "Licensee"),

W I T N E S S E T H:

WHEREAS, Licensor owns, operates and maintains electric lines and poles in 69 counties in the State of Indiana; and

WHEREAS, Licensee owns and/or operates cable television rights, lines, and equipment and provides cable television services to its customers and Licensee desires to place certain lines, attachments and apparatus on certain poles of Licensor, for the limited purpose of the transmission of television, data, and radio signals in compliance with any and all local, state or federal regulations; provided, that such transmission of signals does not interfere with the furnishing of electrical service to customers of Licensor; and

WHEREAS, Licensor is willing to permit Licensee to place said lines, attachments and apparatus on its poles in the area shown on Exhibit "A" attached hereto and made a part hereof, under and subject to the conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the following terms, provisions and promises, the parties, for themselves, their successors and assigns, do hereby agree as follows:

1. Definitions

(a) For the purpose of this agreement, the phrase "joint use pole" when used herein shall mean a wood pole conforming to the latest specifications of the American Standards Association, and having a preservative treatment in accordance with the best practice when the pole was installed to support the overhead facilities of Licensor.

(b) A "pole contact" is defined as any attachment by Licensee to the poles of Licensor of any or all of the facilities covered by this agreement.

(c) The phrase "net costs" shall mean and shall be computed by the following formula:

Present value of the replaced facilities (reproduction cost with overheads depreciated); plus removal cost; minus salvage; plus additional cost of new facilities (difference in cost in place of new facilities and reproduction cost new of replaced facilities with overheads); plus all transfer costs; plus engineering costs. "Net costs" shall be used when pole replacement or modification is necessary to provide space for attachments of Licensee.

(d) The phrase "replacement costs" shall mean and shall be computed by the following formula:

Cost to remove existing facilities; minus the salvage value of the removed facilities; plus the cost to install replacement facilities including materials, labor and overhead expenses; plus all transfer costs; plus engineering costs. "Replacement costs" shall be used as set out in Section 4(e) of this agreement. This methodology is not applicable when pole replacement is necessary to provide space for attachments of Licensee.

(e) The term "Licensor's facilities" shall mean poles, conductors, conductor supports, insulators, guys, transformers, and any other equipment used in the transmission and distribution of electricity.

(f) The term "Licensee's facilities" shall mean cables, cable supports, power supplies, amplifiers, and any other equipment necessary for the operation of a cable television system.

2. Space Allocation and Measurement

(a) The attachments and apparatus of Licensee shall be located so as to provide not less than the minimum clearances required by all specifications referred to in Section 5.

(b) On any joint use pole, Licensee shall be entitled to occupy one foot of space, subject to clearance requirements of Licensor, any other licensee, and the National Electrical Safety Code. Licensee's power supplies may be located outside of that one foot of space upon the prior written consent of Licensor.

(c) On any joint use pole, Licensor reserves the right to use exclusively that portion of the pole upward from the point at which minimum clearance may be obtained from Licensee's facilities pursuant to the National Electrical Safety Code.

(d) Nothing herein shall be construed to prevent occupancy by Licensor of space on any poles in excess of that reserved hereby.

(e) Licensee's right to contact Licensor's poles as set forth herein is subject to availability of space in conformance with the NESC and the other terms of this Agreement. Further, Licensor, in its sole discretion, may further limit or deny access and contacts with its poles for reasons of safety and electric service reliability.

3. Installation and Maintenance of Attachments

(a) Except as otherwise expressly provided herein, each party shall install, place, maintain, rearrange, transfer, remove and provide all necessary materials and labor for its own attachments (including any tree trimming or cutting incidental thereto), and shall place such guys and anchors as are necessary to sustain the unbalanced strain of its own attachments, all at its own expense, and shall at all times perform such work promptly, subject to the provisions of Section 5 hereof.

(b) It is understood and agreed that Licensee shall, in the exercise of any of the rights granted by this agreement, assume responsibility for and at its own expense, secure all necessary easements, permits and licenses that may be required from any person, corporation or governmental unit, including but without limiting the generality thereof, all easements, anchor permits and tree trimming permits.

4. Erecting, Rearranging Facilities or Relocating Poles

(a) Whenever any pole used, or to be used jointly under the provisions of this agreement, is insufficient in size or strength for the existing attachments because of the additional attachments of Licensee or the proposed immediate additional attachments of Licensee thereon, or such pole is ordered relocated by some governmental unit having authority to compel relocation, Licensor shall promptly replace such pole with a new pole of the necessary size and strength, and make such other changes in the existing pole line in which such pole is included, as the conditions may then require.

(b) In any case where a pole is erected to replace a pole solely because such other pole is not tall enough or strong enough to provide adequately for Licensee's requirements, or Licensor's facilities are replaced solely to provide enough space on the poles to permit the installation of

Licensee's facilities as provided in (e) of this Section, or Licensee's space is needed as provided in (c) of this Section, the Licensee shall pay to Licensor the total "net cost" incurred by Licensor upon erection of such new pole and/or pay the total "replacement costs" incurred by Licensor in replacing the facilities, all in accordance with Licensor's method of computing "net cost" and "replacement costs." Licensee shall not be liable for the cost of that portion of any pole or facility which is in excess of the minimum required as a result of Licensee's requirements or facilities, unless such portion of any pole or facility is the direct result of Licensor's purchasing or engineering standards in order to meet Licensee's requirements. The minimum required by Licensee of any pole or facility as a result of Licensee's attachments shall be determined by Licensor, and Licensor shall explain the basis for that determination to Licensee. Any new poles and/or facilities shall be and remain the property of Licensor.

(c) If it is necessary for Licensor, or for another regulated utility with whom Licensor has an agreement for the joint use of wood poles, or for another Cable Company with whom Licensor has a prior agreement for the joint use of wood poles, to use the space on poles occupied, or contracted for, by Licensee, Licensee shall, upon receipt of 30-days' written notice, either vacate the space by the removal of its attachments or shall authorize Licensor to replace the poles at the expense of Licensee and Licensee shall pay for said replacements as provided for in (b) of this section; provided, however, that Licensee has not heretofore paid for the replacement of such poles.

(d) In any case where facilities of Licensor are required to be rearranged on the poles of the Licensor or on the poles of others to accommodate the attachments of Licensee, Licensee shall pay to Licensor the total "net costs" incurred by Licensor in rearranging such facilities. Licensee shall also reimburse other users of the poles of Licensor for their cost of rearrangement to provide space or clearance for the facilities of Licensee.

(e) With prior mutual agreement where it may be advantageous to all parties to replace a significant portion of the facilities (other than poles) of the Licensor or others to accommodate the attachments of Licensee, Licensee shall pay the Licensor the total "replacement costs" incurred by Licensor for such replacement.

(f) Whenever it is necessary to replace or change the location of a joint use pole for reasons other than those set out in (b), (c) and (d) of this section, and over which Licensee

has no control, Licensor shall, before making such change, give due notice thereof to Licensee, specifying in such notice the time of such proposed change, and Licensee shall promptly begin to transfer or remove its attachments. In case of any such pole replacement or relocation where Licensor has transferred or removed its attachments and Licensee has not transferred or removed its attachments within sixty (60) days after receipt of such written notice, Licensee shall thereupon become liable for such old pole as provided in Section 7(a).

(g) In the event of any changes contemplated by (a), (b), (c), (d), (e), or (f) of this Section, Licensee shall pay the entire cost of any removal, transfer or installation of its own attachments, as the case may be.

(h) If it is determined by Licensor that ground clearance or clearance between the attachments of Licensor and a regulated utility or other entities with which Licensor has agreements for the joint use of wood poles, is less than the requirements set out in the National Electrical Safety Code at the time the attachments were erected, Licensor shall arrange, at no cost to Licensee, to obtain clearance requirements with these entities prior to consideration of erecting, rearranging, or relocating Licensor's facilities for Licensee. If such clearances were in compliance with the applicable code at the time of initial erection and if accommodation of Licensee's attachments causes the pole to be replaced or the attachments on the poles to be rearranged or relocated, Licensee shall bear the "net costs" or "replacement costs" of such replacement, rearrangement, or relocation.

5. Specifications

(a) The attachments of Licensee at the time of erection shall be in conformity with the recommendations and requirements of the latest edition of the National Electrical Safety Code, any lawful rulings of State or other governmental authorities having jurisdiction that may exceed such recommendations and requirements, and the rules and practices of Licensor as set forth in this agreement and in Exhibit "B" attached hereto. If Licensee and Licensor disagree on the interpretation or application of the National Electrical Safety Code, or disagree on the interpretation or application of the lawful rulings of the state or other governmental authorities, or disagree on the interpretation or application of the rules and practices of Licensor as set forth in Exhibit "B", the decision of Licensor shall prevail unless later official determinations establish a different interpretation.

(b) It is understood and agreed between the parties that the rules and practices set out in Exhibit "B" may be changed by Licensor or new rules and practices may be adopted by Licensor without resort to the provisions of Section 14 hereof, relating to supplementing or amending this agreement, and Licensee agrees to be bound by and to any such change or adoption.

(c) If Licensor should change or adopt a rule or practice, or rules and practices, for the joint use of poles by Licensee, Licensor shall give Licensee written notice of such change or adoption in the manner contemplated by Section 15 hereof and Licensee agrees to make such changes or alterations in its installations or maintenance of its facilities as may be required in order to comply fully with the provisions of such notice. In the absence of a contrary provision in said notice, Licensee agrees to complete required changes or alterations within thirty (30) days after receipt thereof.

(d) No tag, brand, or other device showing Licensee's name or insignia shall be placed on, or attached to, any pole of Licensor, except such tag or insignia which shows Licensee to be the Licensee or lessee of such pole and not the owner thereof and then only after obtaining the written consent of Licensor.

6. Maintenance of Poles

Licensor shall, at its own expense, maintain its joint use poles in a safe and serviceable condition and in accordance with the Specifications referred to in Section 5 above, and shall replace, subject to the provisions of this agreement, such poles that become defective. Each party shall, at its own expense, maintain all of its own attachments in accordance with the Specifications referred to above, and keep them in safe condition and in repair.

7. Abandonment of Joint Use Poles

(a) If Licensor desires at any time to abandon any joint use pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, Licensor shall have no attachments on such pole and Licensee shall not have removed all of its attachments therefrom, Licensee shall pay to Licensor a sum equal to the then value in place of such abandoned pole or such other equitable sum as may be agreed upon by the parties. Upon full payment of that amount, Licensor shall provide Licensee with a properly authorized bill of sale for such pole and such pole shall thereupon become the

property of Licensee. Licensee shall save harmless the Licensor from every obligation, liability, and cost, and from all damages, expenses or charges incurred thereafter, arising out of or alleged to arise out of the presence of or the condition of such pole or any attachments thereon. If Licensee fails to pay Licensor at the expiration of said sixty (60) day period, Licensor may remove Licensee's attachments from said pole and remove the pole, and may charge Licensee for the reasonable expenses Licensor incurred in such removal.

(b) Licensee may at any time abandon the use of a joint use pole by giving Licensor due notice in writing of such abandonment, as provided in Section 14, and removing from such pole all attachments that Licensee may have thereon, and in case of such abandonment of the use of any such pole, Licensor shall be entitled to retain the full rental payments made by the Licensee for the then current year for the space on said pole set aside for the use of Licensee.

8. Rentals, Charges and Rates

(a) Licensee shall pay an annual rental to Licensor as specified in Exhibit "C", attached hereto, for the use of each and every pole of Licensor which is occupied in part by Licensee, and for every pole on which space has been reserved, at the Licensee's request, for the attachments of Licensee. That annual rental shall be in effect for the first year of this agreement and for each succeeding year that this agreement is in effect unless, at least thirty days prior to the expiration of any annual rental period, Licensor gives written notice to the Licensee that the annual rental has been changed.

(b) The annual rental period covered by this agreement shall be the twelve-month period between January first and December thirty-first. The rent payable for each such rental period during the continuation of this agreement shall be for all attachments made pursuant to paragraph 8(a) as of June 1, and the amount so determined shall be due and payable on or before July 1 of the relevant rental period. In order to determine the number of attachments for billing purposes, on or before June 10 of each year, Licensee shall provide Licensor's commercial representative a statement of the number of Licensee's attachments as of June 1, and such statement of attachments shall be broken down by the number of attachments in each of Licensor's operations districts. Licensor shall have the right to audit Licensee's records used for determining the number of pole attachments, and take such other steps as may be necessary to verify and/or determine the number of attachments by Licensee on Licensor's poles. If Licensor disputes the number of attachments stated by Licensee, then Licensor shall so inform Licensee in writing, and the

parties shall immediately attempt to resolve the issue. If the issue cannot be resolved satisfactorily, either party may terminate this Agreement and pursue such other rights as it may have. The annual rental per pole shall apply to any attachments made or removed during the year and rents shall not be prorated; provided, however, that if this agreement is executed between June 1 and December 31 and there has been no previous agreement between Licensor and Licensee or its predecessors, Licensee shall pay to Licensor within fifteen (15) days of the date of this agreement one-half (1/2) of the annual rental due hereunder for attachments made or anticipated to be made from the date of the Agreement to the end of the year. In addition, if Licensee or one of its subsidiaries adds a major extension of more than 500 contacts to its existing service area after June 1, Licensee shall pay to Licensor one-half (1/2) of the annual rent due for said attachments during that period on or before January 15 of the next year. Thereafter, the payments shall be due and payable for the new pole contacts (as well as previously existing pole contacts) by July 1 of the annual rental period.

(c) If Licensee requires a source of electrical energy for the power supplies to the cable system which constitute a part of the attachments and apparatus, such energy will be supplied by Licensor in accordance with the provisions of Licensor's tariff on file with and approved by the Indiana Utility Regulatory Commission, as amended from time to time.

(d) If Licensee wishes to transmit other than television, data, and radio signals under this Agreement, Licensee shall give Licensor 90-days' written notice of such intent, including with such notice complete data and drawings for all changes, additions, and deletions to Licensee's facilities. If Licensor believes that such changes in transmission will interfere with the corporate purposes of Licensor, Licensor shall so notify Licensee. If Licensor believes that such changes will not interfere with the corporate purposes of Licensor, Licensor shall review the proposed changes to see if they affect the safety of Licensor's employees or the general public, or will affect the general loading requirements on Licensor's poles. If safety or general loading requirements are affected, Licensor shall so notify Licensee, and the parties shall negotiate appropriate amendments to this Agreement, including increases in the pole attachment rates, to reflect those changes. If the parties are unable to agree to appropriate amendments to this Agreement within 90 days from the date of Licensee's notice to Licensor of intent to make the changes, Licensee shall be allowed to make the changes at the rates requested by the Licensor; provided, however, that the parties shall resume negotiations on the required amendments to the Agreement and if they are unable to arrive at a mutual understanding prior to November 30 of the

current annual rental period, this Agreement shall automatically expire at the end of that current annual rental period.

9. Defaults

(a) If Licensee shall default in any of its obligations under this agreement, including any failure to comply with the standards established herein except to the extent such damage is caused solely by negligence of Licensee for the construction, operation and maintenance of the attachments and apparatus, and such default shall continue for a period of thirty (30) days after written notice thereof from Licensor to Licensee, all rights of Licensee hereunder, including its right to occupy the joint use poles involved, shall be rescinded, the Licensee shall be so notified, and the Licensor may, without further notice and at the expense of Licensee, remove any or all of Licensee's attachments and apparatus from the poles of Licensor. Licensor shall not incur any liability and shall be held harmless by Licensee from liability for all claims by other entities or persons arising from or alleged to arise from such action, except insofar as such claims are caused by the sole negligence of Licensor, its representatives, or its employees.

(b) If Licensee shall default in the performance of any work which it is obligated to do at its sole expense under this agreement, the Licensor may elect to do such work and the Licensee shall reimburse the Licensor for the cost thereof within fifteen (15) days from the date of Licensor's invoice to Licensee except to the extent the damages sought in any such claims or lawsuits were caused solely by the negligence of Licensor.

10. Liability and Damages

(a) (1) Licensee shall be liable for any damage to Licensor's property which occurs directly or indirectly as a result of Licensee's activities pursuant to this Agreement although caused in whole or in part by Licensor or Licensor's agents except to the extent that such damage occurs as a result of the sole negligence of Licensor or its agents. This assumption of liability by Licensee does apply to damage to Licensor's property caused by the concurrent negligence of both parties or their agents and damage the cause of which cannot be traced to the sole negligence of the Licensor and/or its agents.

(2) Licensee hereby releases and shall hold Licensor and its agents harmless from all liability for damage to Licensee's property affixed to Licensor's poles and other facilities except to the extent such damage occurs as a result of the sole negligence of Licensor or its agents. This release of

liability does apply to damage to Licensee's property caused by the concurrent negligence of both parties or their agents and damage the cause of which cannot be traced to the sole negligence of the Licensor and/or its agents.

(3) Licensee shall defend, indemnify, and hold Licensor harmless from any and all claims and lawsuits (and expenses incurred by Licensor related to such claims and lawsuits) by third parties, including Licensee's employees and other agents, that arise out of or are related to (i) Licensee's facilities; (ii) the exercise of Licensee's rights or obligations pursuant to this agreement; (iii) the use of Licensor's facilities by Licensee; or (iv) the performance or failure to perform any work or service by Licensee or its agents. This indemnity and hold-harmless agreement shall apply to such claims and lawsuits against Licensor, even though the injuries or damages alleged in such claims or lawsuits are due in whole or in part to a negligent act or omission on the part of Licensor or its agents. Further, the foregoing indemnity and hold-harmless agreement shall require Licensee to reimburse Licensor for any and all of its expenses, including attorney fees, in responding to and defending any claims or lawsuits to which this agreement applies or incurred in the enforcement of this indemnity and hold-harmless agreement. "Expenses" for purposes of the preceding sentence includes the salaries of Licensor's employees, including its attorneys, allocated in proportion to the time expended by such employees in responding to such claims and lawsuits.

(4) If any of the foregoing provisions under paragraph 10(a) are found to be contrary to law in whole or in part by a court of competent jurisdiction, the remainder of the provisions shall, in all other respects, be and remain legally effective and binding.

(b) It is understood and agreed that Licensee shall install, maintain and operate its facilities in such a manner as not to interfere in any way with other communication systems or with television or radio reception of the public. If any of Licensee's facilities are found to be the cause of any such interference, Licensee shall take immediate steps to eliminate the cause and if such is not eliminated at the earliest practicable opportunity, Licensee shall remove from operation the interfering cause. The liability imposed upon Licensee in paragraph 10(a) is applicable to any liability arising out of any interference to other communication systems or to television or radio reception of the public.

(c) Licensee shall cause, and shall direct each of its subcontractors to cause, the insurance company providing

Workmen's compensation insurance for the Licensee or subcontractors during the whole of the effective period of this agreement to file Form 18A with the Industrial Board of the State of Indiana to certify to the satisfaction of said Board that Licensee and its subcontractors have complied with all applicable requirements of "The Indiana Workmen's Compensation Act of 1929," as amended to date, and the "Indiana Workmen's Occupational Diseases Act" of 1937 as amended to date. Licensee shall pay all compensation, awards, allowances, physicians' fees, hospital fees, nurse's charges and burial expenses due to any person on account of the injury, death, treatment, hospitalization, care or burial of any employee of Licensee who may suffer injury, occupational illness or death in the course of the performance of any part of the work under this agreement, as Licensee may be required to do by any state or federal workmen's compensation law or employers' liability law applicable; and shall indemnify, defend and save harmless Licensor from any and all claims for any compensation, award, allowance, physician's fee, hospital fee, nurse's charge or burial expense, including third party tortfeasor suits instituted under Section 13 of "The Indiana Workmen's Compensation Act."

(d) Licensee shall procure, and keep in force during the entire period while this agreement is in effect, a policy or policies of insurance, in form acceptable to Licensor and issued by an insurance company acceptable to Licensor, adequately protecting Licensee and Licensor from and against any and all claims, losses or actions arising out of Licensee's activities pursuant to this agreement or in any way connected with Licensee's facilities to be installed pursuant to this agreement. Any such insurance policy or policies except for Workmen's Compensation shall specifically designate Licensor as a named insured, and within 10 days of the execution of this contract, Licensee shall provide Licensor with Certificates of Insurance, for itself and each of Licensee's subsidiaries within Licensor's service territory in the State of Indiana, which shall provide evidence of insurance in amounts of not less than:

Workmen's Compensation		Statutory Requirements
Employer's Liability		\$100,000 Each Person
Comprehensive General Liability		
Occurrence	Bodily Injury	\$1,000,000 Each Person
	Bodily Injury	1,500,000 Each
	Property Damage	750,000 Each
Occurrence		

Contractual Liability

	Bodily Injury	\$1,000,000 Each Person
	Bodily Injury	1,500,000 Each
Occurrence		
	Property Damage	750,000 Each
Occurrence		

Licensee shall provide Licensor with additional certificates of insurance on or before each annual renewal date of this Agreement.

(e) Licensee also shall obtain and keep in force during the whole of the effective period of this agreement a performance bond, for itself and each of its subsidiaries within Licensor's service territory in the State of Indiana, in form acceptable to Licensor and issued by a surety company acceptable to Licensor, payable to Licensor in the amounts specified in Exhibit "D", attached hereto and made a part hereof by this reference, to guarantee the faithful performance by Licensee of its obligations under this agreement. Such performance bond shall be furnished to Licensor within 30 days of the execution of this agreement and shall be maintained on file with Licensor. This provision or the exercise of it by Licensor shall not be construed to waive any rights Licensor has under Section 9 of this agreement. Evidence of the continuing and effective performance bond shall be provided by Licensee to Licensor on or before each annual renewal date of this Agreement.

(f) In lieu of a performance bond as listed in paragraph 10(e) above, Licensee may provide Licensor an irrevocable letter of credit from a bank acceptable to Licensor in which case evidence of the continuing effective irrevocable letter of credit shall be provided by Licensee to Licensor on or before each annual renewal date of the Agreement. Licensor may grant Licensee a performance bond waiver when Licensee meets the following conditions of waiver:

- (1) completion of three (3) consecutive years of timely payment; and
- (2) submission to Licensor of annual certified financial statements, the substance of which is acceptable to Licensor.

Licensor reserves all rights to determine acceptability of the irrevocable letter of credit or performance bond waiver request.

11. Rights of Other Parties

Nothing herein shall be construed to limit the rights of Licensor, by contract or otherwise, to confer upon others, not parties to this agreement, rights or privileges to use the joint use poles covered by this agreement, or to continue and extend such rights or privileges already granted to other entities.

12. Term of Agreement

This agreement shall continue in force and effect until December 31, 1992, and thereafter from year to year unless terminated by either party by giving written notice of its intention so to do not less than thirty (30) days prior to the end of any annual period; provided, however, if the Licensee shall fail to commence construction of said attachments and apparatus to the poles of Licensor within the period of one hundred eighty (180) days after the date of execution of this License Agreement then this License Agreement shall be null and void, and of no further force and effect thereafter. Upon termination of this agreement, as herein provided, Licensee shall commence removal of its attachments and apparatus from the poles of Licensor thirty (30) days from the date of termination and shall complete removal within one hundred twenty (120) days after the effective date of such termination. Nothing in this paragraph shall limit the rights of Licensor to terminate this Agreement and remove Licensee's attachments pursuant to paragraph 9 concerning defaults.

13. Waiver of Terms or Conditions

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

14. Supplemental Agreements

(a) This agreement may be amended or supplemented at any time upon written agreement by the parties hereto. Either party desiring an amendment or supplement shall give thirty (30) days written notice to the other party setting out in detail the changes or additions desired.

(b) If Licensee desires to add or reduce the number of pole contacts, a sketch, map, or other mutually acceptable notice shall be submitted to Licensor as provided in Section 15 below, setting out in detail the pole numbers, exact

location of the poles and the quantity of poles involved in the addition or subtraction (see Exhibit "E"). Licensor reserves the exclusive right to determine the size of the pole necessary to support the changes detailed by Licensee.

15. Communication - Notices

Unless otherwise agreed to in writing by the parties, notices and communications shall be given and made as follows:

(a) Certificates of insurance, performance bonds, statements of the number of pole attachments for purposes of computing rental charges, requests for assignment or amendment of the License Agreement shall all be sent by Licensee to

Director, Customer Services (or designee)
PSI Energy, Inc.
1000 East Main Street
Plainfield, Indiana 46168

Likewise, any requests, consents, demands, or statements related to these topics shall be communicated by Licensee through the Licensor's Director, Customer Services, or his designee.

Licensor shall communicate with respect to such issues to Licensee's President at the following address:

Sam Nalbene, Div. President
100 Trade Centre Drive - Suite 302
Champaign, IL 61820

(b) Licensee shall communicate in writing directly with the District Manager of Licensor for each district in which Licensee proposes to add, remove, or reconfigure its attachments and with respect to any operations questions or problems which Licensee may have at a particular location. Attached as Exhibit "E" is a map of Licensor's service territory specifying the various operations districts of Licensor and the mailing address of each such district. Licensor shall inform Licensee of any changes in district boundaries. If Licensee has a question or issue affecting more than one operations district of Licensor, Licensor shall give notice of such issue or question in writing to all affected Licensor districts, as well as to Licensor's Director, Customer Services. For example, Licensee may have a general question or comment regarding the appropriateness or applicability of a particular specification. For its part, Licensor's operations district managers or their designees shall communicate directly with Licensee's operations supervisors with regard to placement, removal, or reconfiguration

of Licensee's facilities and/or replacement or reconfiguration of Licensor's facilities as a result of or related to Licensee's activities. If Licensee's activities or proposals cause Licensor to incur costs for which Licensee is responsible under paragraphs 4 or 6, the billing of such expenses shall be handled by Licensor at its district operating level through its contacts with Licensee at that level. Unresolved issues at the district or local levels may require communication and resolution at the corporate levels of both parties.

16. Supplying Information

(a) It is understood and agreed to between the parties that Licensee, for itself and each of its subsidiaries within Licensor's service territory in the State of Indiana, shall furnish to Licensor within thirty (30) days after the execution of this agreement, detailed sketches or maps upon which will be shown the precise location by streets or roads of the joint use poles covered by this agreement and the pole numbers upon which these facilities are to be attached. Such documents shall be furnished to the operations representatives of each Licensor's districts in which Licensee already has facilities located or plans to locate facilities as well as a copy to Licensor's commercial representatives. Any proposed changes to Licensor's existing facilities and any proposed additions shall be clearly indicated. In addition, the Licensee shall furnish to Licensor, a drawing or schedule showing the pole attachment height, the minimum ground clearance within the span with the conductor at 95°F, and the horizontal location of the low point of sag. Such sketches or maps, and drawings or schedules shall be reviewed by, commented upon, approved, or rejected by the engineers of Licensor, and Licensee shall make any and all changes in said sketch, map, drawing or schedule as are suggested by said engineers. Licensee shall not begin the installation or reconfiguration of any facilities covered by this agreement until engineering approval by Licensor is granted.

(b) Within thirty (30) days after the completion of the initial installation of the facilities, as set forth on the above mentioned sketch or map, Licensee, for itself and each of its subsidiaries within Licensor's service territory in the State of Indiana, shall furnish to Licensor a revised copy of said sketch or map showing thereon the precise location by streets or roads of each power supply, pole contact, and all other facilities of Licensee as actually installed on poles of the Licensor. Such revised sketch or map shall be verified as to accuracy by the local manager(s) of Licensor's office(s) in which Licensee's facilities are located, and shall be the basis for determining the number of contacts made initially.

(c) Licensee shall report to Licensor, on a monthly basis, any changes made in the number of poles of the Licensor contacted by Licensee, in accordance with Sections (a) and (b) listed above and Section 14(b).

(d) Upon notice by Licensor to Licensee not later than five (5) years after the execution of this agreement, and every five (5) years thereafter, the Licensor shall make a field check to verify the accuracy of the contact records hereunder. Licensee shall be entitled to accompany Licensor's personnel on that field check. If, as a result of any such field check, it is determined that the Licensee is occupying any poles of the Licensor without having advised the Licensor as provided in paragraph 16 hereof, Licensor shall so notify Licensee of those contacts and the amount due Licensor. The additional amount due Licensor shall be the product of the number of such contacts times the annual rental amount specified in Exhibit C for each year since the date of the execution of this agreement or from the date of the last field check, whichever is later provided that the number of years used in the calculation shall not exceed 5 years. Licensee shall have the right for a period of ten (10) days from the date of the notice to review the results of Licensor's field check. Within twenty (20) days the date of the notice, Licensee shall pay the amount due.

17. Construction of Agreement

This agreement is deemed executed in the State of Indiana and shall be construed under the laws of the State of Indiana.

18. Prior Agreements Superseded

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

19. Assignment of Agreement/Transfer or Lease of Licensee Assets

Neither party hereto shall assign or otherwise transfer this agreement or any of its rights and interests hereunder to any firm, corporation or individual, including subsidiaries, without the prior written consent of the other party. In addition, Licensee shall not convey, transfer, or lease, even to subsidiaries, any of its facilities which are attached to Licensor's poles or other equipment without Licensor's express written consent. Violation of this section by Licensee shall be a default for which Licensor is entitled to remove Licensee's attachments to Licensor's facilities. Further,

to the extent Licensee has purported to assign this agreement or convey, transfer or lease its facilities attached to Licensor's poles without Licensor's consent, such transaction is void as to Licensor and any person or corporation to whom or to which the assignment or conveyance, transfer or lease has been made shall have no right to maintain any attachments on Licensor's poles.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials as of the day, month and year first above written.

PSI ENERGY, INC.

By 
Printed: B.B. Kirchhoff
Title: Executive Director, Customer Services

TIME WARNER ENTERTAINMENT COMPANY, L.P.
BY: WARNER ENTERTAINMENT INC., G.P.


By 
Printed: Spencer B. Hays
Title: Vice President

EXHIBIT "A"

(Attach here as Exhibit "A" a map or sketch entitled "Location of the Television Signal Distribution System Service Area," stating the corporate name of Licensee, and showing, outlined in red, the service area of the Licensee as required on page 1 of this Agreement. This map shall be marked Exhibit "A", should preferably be no larger than 30" x 30", shall be properly folded to the size of 8-1/2" x 11" for inclusion in this Agreement and stapled to the Agreement in the upper left corner.) This Exhibit need not show location of Licensor's poles and lines, see Section 16 supplying information; but should illustrate the area in which contacts are planned.

EXHIBIT "B"

RULES AND PRACTICES FOR
TELEVISION ATTACHMENTS

1. All of Licensee's facilities attached to Licensor's poles shall be installed to ensure compliance with all requirements of the National Electrical Safety Code in effect at the time of installation. If Licensee and Licensor disagree on the interpretation or application of such requirements, the decision of Licensor shall prevail. Licensor further reserves the right to specify requirements beyond those of the National Electrical Safety Code and to prohibit the installation of Licensee's facilities on certain poles.
2. The attachment of all cables and power supplies on Licensor's poles shall be approved in writing by Licensor's Superintendent in the area in which the jointly used poles are situated.
3. All television cables shall be located (1) on the same side of the pole as any telephone cable, if such exists; (2) on the same side of the pole as Licensor's secondary conductors; or (3) as designated by Licensor's Superintendent.
4. All power supplies and disconnects shall be located on the same side of the pole as Licensor's secondary, immediately above the television cable, with #10 copper power leads extended 24 inches for connection by the Licensor at the delivery point; a power supply and disconnect may be located below all communication cables when approved by Licensor's Superintendent, in which case Licensee shall provide flexible conduit of the required length and with the required connector to be attached to a one (1) inch hub. Licensor will install conductor to the line terminals of the disconnect switch.
5. Facilities to serve a power supply will be installed by Licensor only after Licensee has completed installation of an approved fused service disconnect switch or circuit breaker. Licensee's disconnect switch may be contained within the power supply, but in any case must be accessible to Licensor at all times. The disconnect will be left open by Licensor after the service has been connected unless otherwise requested by Licensee.

6. Licensee shall not utilize power supply equipment with auxiliary power sources which could back feed electrical potential into Licensor's system.
7. Licensee shall cause all cabinets and enclosures to be grounded by bonding the same to Licensor's pole ground with a minimum #6 solid, bare, soft drawn copper wire. If no pole ground exists on the pole, Licensor shall install such pole ground at Licensee's expense.
8. No power supply shall be installed on any of Licensor's poles on which transformers, underground electric services, capacitor banks, or sectionalizing equipment are already installed, or on any other pole that may be declared unsuitable by Licensor's Superintendent.
9. Licensee's service connections or drops to its customers shall be installed and maintained so as to provide at least thirty (30) inch square climbing space directly over and corresponding to the climbing space provided for and through any telephone service connections or drops.
10. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
11. All attachments or facilities of Licensee shall have at least a two (2) inch clearance from unbonded hardware.
12. Licensee may, with the prior written approval of the Licensor's Superintendent in the area where the jointly used poles are situated, install crossarms, alley arms, or cable extension arms for the support of any of its facilities; however, Licensee shall not install any crossarm brace or alley arm brace above the arm which it supports.
13. Licensee shall install and maintain any and all of its facilities in a neat, safe, and workmanlike manner, consistent with the maintenance of the overall appearance of the jointly used pole and all subject to the approval of Licensor; provided that Licensee shall be solely responsible for compliance with the specifications referred to in Section 5 of this License Agreement.
14. Licensee shall install down guys or otherwise provide horizontal support for all unbalanced horizontal loading in excess of that which will impose a moment at the base of the pole in excess of 12,500 ft.-lbs. The horizontal force, so considered herewith, shall have all National Electrical Safety Code prescribed safety factors and

loading conditions applied. In no case shall Licensee utilize the anchors of Licensor for support.

15. All down guys, head guys, or messenger deadends installed by Licensee shall be attached to jointly used poles by the use of "thru" bolts only. Such bolts placed in a "bucking" position shall have at least a three (3) inch vertical clearance. Under no circumstances shall Licensee install down guys, head guys, or messenger deadends by means of encircling jointly used poles with such attachments.
16. If any of Licensee's proposed facilities are to be installed upon poles already jointly used by Licensor and other parties without in any way modifying the clearance requirements set forth in these Rules and Practices, Licensee shall negotiate with such other parties as to clearances between the facilities and between the spans of Licensee and such other parties.
17. If Licensee should desire to request a change in the number of pole contacts, it shall do so by submitting the requested changes to Licensor upon a form similar to Licensor's "Request For Pole Facilities" form. (Exhibit "F" Attached).

EXHIBIT "B"
PART B

The following drawings, on file with the Licensor as current at the time of this agreement, shall be attached hereto and become a part hereof:

- (1) PSI Energy, Inc. Standard - Distribution B1
- (2) PSI Energy, Inc. Standard - Distribution S125
- (3) PSI Energy, Inc. Drawing A-21635-2

EXHIBIT "C"

SCHEDULE OF POLE CONTACT CHARGES

Licensee shall pay an annual rental charge to Licensor of \$3.78 per pole for each pole occupied by Licensee or on which space is reserved at Licensee's request. Such rate shall remain in effect until renegotiated or changed in accordance with the Master License Agreement.

EXHIBIT "D"

PERFORMANCE BOND SCHEDULE

Pursuant to the provisions of Section 10(e) of the License Agreement, a performance bond shall be obtained and kept in force by Licensee, and a copy thereof shall be furnished to and maintained on file with Licensor, in accordance with the following schedule:

<u>Number of Actual and Contemplated Pole Contacts</u>	<u>Amount of Bond</u>
0 - 500	\$ 10,000
501 - 1000	18,000
1001 - 1500	24,000

For each additional 500 contacts above 1500, the amount of the bond shall be increased by \$4,000 up to a maximum of \$50,000 regardless of number of contacts.

POLE ATTACHMENT AGREEMENT
BETWEEN
DUKE POWER COMPANY
AND

TIME WARNER ENTERTAINMENT COMPANY, L.P.
DBA CABLEVISION OF CHARLOTTE

THIS AGREEMENT, made this 7th day of OCT, 1992, between DUKE POWER COMPANY, a North Carolina corporation, hereinafter referred to as "Duke or Licensor," and TIME WARNER ENTERTAINMENT COMPANY L. P., DBA CABLEVISION OF CHARLOTTE, hereinafter referred to as "Licensee";

W I T N E S S E T H :

1. RECITALS

This Agreement is made with reference to the following facts:

1.1 Licensee proposes to provide cable television service to persons residing in Mecklenburg County, North Carolina, and desires to utilize the poles of Licensor for such purpose.

1.2 Duke is willing to authorize the installation of attachments on its poles to the extent Duke, in its sole discretion, may deem appropriate and in accordance with the terms of this Agreement.

2. ENTIRE AGREEMENT

This Agreement embodies the entire understanding between Licensor and Licensee and shall supersede any prior contracts, representations, negotiations or letters pertaining to the subject matter of this Agreement, whether written or oral. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind not set forth herein. This Agreement includes all documents attached hereto and incorporated herein by reference. This Agreement may not be modified or amended in any manner unless done so in writing and signed by both parties.

3. SCOPE OF AGREEMENT

3.1 General

3.1.1 Subject to the provisions of this Agreement, Duke agrees to issue to Licensee a license in the form of Exhibit A hereto attached, as it may be revised from time to time, authorizing attachment of Licensee's cable television facilities to the utility poles of Licensor and on such poles as are, in the sole judgment of Licensor, suitable and available for such attachments. A license must be applied for and obtained for each and every extension of Licensee's cable system where an attachment is to be made to Licensor's poles. Each license shall describe in sufficient detail the location of the extension and the poles on which the Licensee proposes to attach. Licensor does hereby license attachments to the poles of Licensor made prior to the date of this Agreement by Licensee or by Licensee's predecessor under a prior attachment agreement and which were made in strict compliance with the terms and conditions of the prior attachment agreement. All licenses issued under any such prior agreement shall be incorporated as made under this Agreement.

3.1.2 Joint use of underground trenches or rights of way is not included within the scope of this Agreement.

3.1.3 No license shall be granted for the use of rights of way, easements, corridors, lines, poles or towers classified by Licensor either in whole or in part for transmission use.

3.2 Services of Licensee - The facilities attached or to be attached by Licensee shall be used solely and exclusively by Licensee for the operation by Licensee of a cable television system engaged only in activities or services which Congress intended (within constitutional limits) to be protected under the purview of the Pole Attachment Act of 1978, 47 U.S.C., as amended. This Agreement shall be construed to prohibit use of Licensee's attachments for transmission of any signal or for providing any service that may lawfully be excluded as being outside the intended Congressional protection of the Pole Attachment Act.

If by final administrative or judicial determination in a proceeding to which Licensee is a party or by final decision of any Federal appellate court, whether or not Licensee is a party, the congressional intent of the term "cable television" as applied to the Pole Attachment Act shall be determined so as to permit Licensor to limit the services or signals Licensee may provide or transmit through its attached facilities while enjoying the benefits and protection of FCC regulation of pole attachment contracts under the Pole Attachment Act, then any service or signal outside the protection of the Pole Attachment Act shall be deemed an unauthorized use under this Agreement and Licensee shall pay to Licensor an attachment fee for the period during which such unauthorized use occurred, for those poles on which Licensee's facilities were used in any way in connection with such unauthorized use in an amount equal to the lowest annual pole attachment fees per pole paid to Licensor by any long distance carrier or any unregulated communications carrier or system, excluding any communication user or system paying one-time long term attachment fee and any carrier or system claiming to be a cable television system, for the like time period in which such unauthorized use occurred, less credit for pole attachment fees paid, plus interest determined according to the FCC formula for calculating interest on pole attachment payments. Such attachment fee shall remain in effect as an interim rate for a period of six (6) months from the date of said administrative or court order. Licensor reserves the right thereafter to charge a market rate determined by Licensor which may exceed said interim rate.

Licensee shall have the burden of proof in demonstrating which of Licensor's poles were not at any time used for such unauthorized uses. For the purpose of this Section 3.2, all poles to which Licensee is attached shall be deemed to have been used for unauthorized uses, except those poles which Licensee demonstrates were never in any way involved with such unauthorized use.

Licensor and Licensee agree that any past or present use by Licensee of its facilities shall not be deemed to be an accepted use under the scope of "cable television." Failure of Licensor to prohibit Licensee from unauthorized uses shall not prejudice Licensor's right to additional compensation for any such unauthorized use.

3.3 Attachments - Upon issuance of a license, Licensee shall have the nonexclusive right to attach its transmission cable consisting of one or more cables lashed together to a single support wire together with other necessary appurtenances, riser cable, guys, service drops, power supplies and other appurtenances, to the poles described in such license.

3.4 Rights Reserved

3.4.1 No use, however extended, of poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership of property rights in such poles. Licensee's right herein shall be and remain a license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Duke's rights to use the public or private property at the location of such poles.

3.4.2 Nothing contained in this Agreement shall be construed to compel Duke to construct, retain, extend, place or maintain any pole or other facilities not needed for Duke's own service requirements.

3.4.3 Nothing contained in this Agreement shall be construed as a limitation, restriction or prohibition against Duke with respect to any agreement and/or arrangement which Duke has heretofore entered into with others not a party to this Agreement, or may in the future enter into with any electric utility, regulated local service telephone utility or municipality regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subordinate to any such existing or future agreement and/or arrangement with electric utilities, regulated local service telephone utilities and municipalities, except the rights of Licensee shall not be subordinate to a municipality engaging in the business of providing cable television service.

3.4.4 In the event either Licensor, another electric utility, a local service telephone utility or a municipality desires to attach facilities to a pole to which Licensee has previously attached its cable and by reason of the presence of Licensee's cable said pole cannot support or accommodate the proposed facilities of Licensor, other electric utility, telephone utility or municipality, then Licensee shall either remove its cable or pay make-ready costs in those cases where in the sole opinion of Licensor the pole would have accommodated or supported the facilities of the Licensor, other electric utility, telephone utility or municipality but for the presence of Licensee's cable. Make-ready cost shall be determined in accordance with Article 6 Infra.

3.4.5 If Licensee does not rearrange, transfer or remove its cable or guy wire within thirty (30) days following the date of written notice from Licensor regarding such requirements, Licensor, other electric utility, local service telephone utilities or municipalities may perform the work involved and Licensee shall pay the full costs thereof.

3.4.6 Licensor reserves to itself, its successors and assigns, and to the owners of other facilities attached to said poles, the right to maintain, replace and enlarge its facilities and to operate the same from time to time in such manner as will best enable it, in its sole judgment, to meet the needs of its customers and fulfill its own service requirements. Licensor shall not be liable to Licensee or to Licensee's customers for any interruption to service of Licensee or for interference with the operation of Licensee's cable arising in any manner out of the use of Licensor's poles hereunder, or arising in any manner out of the condition or character of Licensor's facilities or the manner of the operation thereof.

3.4.7 Licensor reserves the right and option, exercisable in its sole discretion, upon written notice thereof to Licensee, to withdraw from any obligation to issue licenses for additional

attachments. In the event Licensor shall withdraw the right to additional licenses, this Agreement shall remain in force as to all licenses then in existence unless terminated by either party pursuant to Article 13.

4. FEEES AND CHARGES

4.1 Application Fee - Licensee shall pay to Licensor, for the processing and handling of a request for a pole attachment agreement, an Application Fee of Two Hundred Fifty Dollars (\$250.00) for each pole attachment agreement.

4.2 Attachment Fee - Licensee shall pay to Licensor, for attachments of its cable to poles under this Agreement, rental in an amount to be determined by multiplying the number of poles to which Licensee is attached by the maximum Annual Pole Attachment Fee allowable under the rules and regulations issued by the Federal Communications Commission pursuant to the Federal Pole Attachment Act or as may be determined by the appropriate state regulatory commission, as the case may be. The Annual Pole Attachment Fee shall be based upon data from Licensor's most recent Federal Energy Regulatory Commission (FERC) Form 1. The Annual Pole Attachment Fee for the calendar year of 1992 is \$5.09. The Annual Pole Attachment Fee for any future year shall be retroactively adjusted to January 1 and shall be based upon data from Licensor's FERC Form 1 for the prior year.

4.3 Assessment of Attachment Fee

4.3.1 The Attachment Fee shall be assessed semiannually based upon the number of poles of Licensor for which licenses have been issued, less those for which the license has been terminated, as of December 1 or June 1 and multiplied by one half the Annual Pole Attachment Fee.

4.3.2 The Attachment Fee shall be assessed as of the effective date of the License and shall not be refundable due to early termination of such License.

4.4 Additional Fee - The fee imposed upon Licensee specified in Article 4.2 is for the right to attach Licensee's cable to Licensor's poles under Section 224 of the Communications Act of 1934 and regulations pursuant thereto. Licensee shall pay an Additional Fee for the following services:

4.4.1 Power Supplies - For the privilege of attaching power supply apparatus or similar devices, hereinafter termed "power supplies," to any pole of Licensor, Licensee shall pay an annual fee equal to two times the Annual Pole Attachment Fee then in effect. Licensee shall report on December 1 and June 1 of each year the number of power supplies attached to Licensor's poles. The Additional Fee for power supplies shall be assessed semiannually based upon the number of power supplies attached to Licensor's poles as of December 1 or June 1 and multiplied by the Annual Pole Attachment Fee. No charge shall be made for in-line amplifiers attached to Licensee's cable and not directly attached to Licensor's poles.

4.5 Fees Cumulative - The fees herein charged for additional attachments are cumulative. Licensee agrees to pay cumulative rental for all attachments upon any single pole.

4.6 Adjustment of Additional Fees - When the basic Annual Pole Attachment Fee is retroactively adjusted pursuant to Article 4.2, then the Additional Fee in Article 4.4 shall be adjusted proportionally to any increase or

decrease in the Annual Pole Attachment Fee.

4.7 Terms of Payment - The Attachment Fee and all Additional fees shall be payable in advance in semiannual payments as of the first day of January, based upon the number of poles to which Licensee is attached and the number of power supplies attached to Licensor's poles as of the preceding first day of December, and the first day of July, based upon the number of poles to which Licensee is attached and the number of power supplies attached to Licensor's poles as of the preceding first day of June of each year. Nonpayment may be considered a default of this Agreement.

4.8 Payment - All payments for Attachment Fees, Additional Fees and bills for costs and expenses reimbursable under this Agreement, shall be payable within thirty (30) days after presentation. Nonpayment of bills may be considered a default of this Agreement.

4.9 Late Payment Penalty - If Licensee shall fail to pay when due any sum due Licensor hereunder, Licensee shall pay in addition to the sum due a late payment penalty of 1.5% for each 30-day interval or portion thereof. Partial payment shall be applied first to payment of accrued penalties.

5. SURETY BOND

Licensee shall furnish bond or an irrevocable, standby letter of credit issued by a federally chartered commercial bank of good standing and acceptable to Licensor, in such amount as Licensor from time to time may require, and in an initial amount in accordance with Exhibit C hereto attached, to guarantee the payment of any sums which may become due Licensor for fees due hereunder or charges for inspections or for work performed for the benefit of Licensee under the Agreement, including the removal of Licensee's facilities upon termination of this Agreement by any of its provisions. If Licensee shall fail to pay any sums demanded by Licensor as due under this Agreement, Licensor may, at its option, receive payment from Licensee's surety or sureties, whether or not Licensee contests its liabilities to pay such sum, and whether or not Licensor exercises any other rights or remedies it may have at law or under this Agreement. Failure of Licensee to continually comply with this Article 5 shall be an event of default.

6. MAKE-READY WORK

6.1 Field Survey

6.1.1 When an application for a license is submitted by Licensee, a field survey shall be required, at Licensee's expense.

6.1.2 The field survey shall be performed jointly by representatives of Licensor and Licensee. Licensee shall furnish to Licensor data necessary to perform the field survey, in a format specified by Licensor and according to standards of accuracy and completeness satisfactory to Licensor.

6.2 Poles

6.2.1 In the event Licensor determines that a pole to which Licensee desires to attach is inadequate or otherwise needs modification to the existing facilities of Licensor to accommodate the Licensee's facilities, Licensor shall notify Licensee in writing of the estimated charges for the Make-Ready Work that will apply. Licensee shall have fifteen (15) days from the date of the notice to indicate its authorization for required Make-Ready Work and to

submit payment for all Make-Ready charges. The estimated charges for Make-Ready Work shall be determined by Licensor in its sole discretion and shall be based upon Licensor's standard work estimating methods as used for other work estimates and customer charges.

6.2.2 Licensee shall also notify other licensees and/or joint pole participants attached to said pole and pay for any expense incurred by it or them in transferring or rearranging their facilities to accommodate the Licensee's facilities. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for pole replacements or for rearrangement of facilities on any pole by reason of the use of Licensor, other licensees and/or joint pole participants of any additional capacity resulting from such replacement or rearrangement.

6.3 Anchors

Should Licensee install any anchor(s) to accommodate its guy wire, the type and placement of Licensee's anchor(s) shall be approved by Licensor prior to installation. Any such anchor shall be placed so that Licensee's guy wire does not interfere with any guy wire of Licensor.

7. STANDARDS AND SPECIFICATIONS

7.1 Maintenance of Licensee's Facilities

7.1.1 Licensee shall, at its own expense, make and maintain all its attachments and facilities in safe condition and in thorough repair, and in a manner suitable to Licensor and so that said attachment and facilities of Licensee will not conflict with or alter existing equipment or use of said poles by Licensor, or by other utility companies using or having the right to use said poles, or interfere with the working use of facilities thereon or which may from time to time be placed thereon.

7.1.2 Licensee's cable shall be attached to Licensor's poles with a minimum of twelve (12) inches clearance from telephone cables, exclusive of riser cables, and shall be placed on the same side of Licensor's poles as telephone cables. The use of standoff brackets for Licensee's cables for clearance purposes is prohibited.

7.2 Standards

7.2.1 Licensee's cables, wires and appliances, in each and every location, shall be maintained in accordance with the requirements and specifications of the National Electrical Safety Code or any amendments or revisions of said Code, the latest editions of the Bell System Manual of Construction Procedures and safety requirements of Licensor and in compliance with any rules or orders now in effect or that hereafter be issued by the State Regulatory Authority, or other authority having jurisdiction. The Licensee shall maintain its facilities on the Licensor's poles so as to avoid making said poles unsafe or unsightly in appearance. Licensor has the right to demand removal of any facilities on its poles which will make said poles unsafe or unsightly in appearance. The Licensor has the right to refuse attachment by the Licensee of its facilities if in the opinion of the Licensor the attachment is being maintained in a manner that makes said poles unsafe or unsightly in appearance. Drawings marked Exhibits 1 to 8 inclusive, attached hereto and made a part hereof, are descriptive of required

construction under some typical conditions, where span lengths are not over three hundred fifty feet (350') and voltage of power facilities does not exceed fifteen thousand (15,000) volts as measured between phase conductor and ground.

7.2.2 Licensee agrees to take any necessary precautions prescribed by Licensor, by the installation of protective equipment or otherwise, to protect all persons and property against injury or damage that may result from Licensee's attachments to Licensor's poles. If, in Licensor's opinion, Licensee has not taken such necessary precautions, Licensor shall have the right to terminate the permission herein granted upon thirty (30) days' written notice to Licensee. However, Licensor shall not be considered in any way responsible for the adequacy or inadequacy of such precautions of Licensee.

7.3 Relocation - Licensee shall at any time, at its own expense, upon five (5) days' notice from Licensor, relocate, replace or renew its facilities placed on said poles, and transfer them to substitute poles, or perform any other work in connection with said facilities that may be required by Licensor; provided, however, that in cases of emergency, Licensor may arrange to relocate, replace or renew the facilities placed on said poles by Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred.

7.4 Corrections - If any part of Licensee's facilities is placed or maintained in violation of the standards prescribed in Section 7.2 and Licensee has not corrected the violation within fifteen (15) days from the date of written notice thereof, Licensor may, in addition to any other remedies it may have hereunder, remove or have removed Licensee's facilities from any or all of Licensor's poles or perform or have performed such other work and take such other action in connection with Licensee's facilities that Licensor deems necessary or advisable to comply with the applicable standards, at Licensee's cost and expense and without any liability on the part of Licensor; provided, however, that when in the sole judgment of Licensor such a condition may endanger the safety of the employees of Licensor, other licensees, utilities or municipalities or the employees of other third parties, or interfere with the performance of any service obligations of Licensor, other licensees, utilities or municipalities, Licensor may take such action without prior notice to Licensee.

7.5 Inspection of Licensee's Facilities - Licensor may make periodic inspections of any of Licensee's facilities, and Licensee shall reimburse Licensor for any such inspection resulting from a serious safety violation or a series of three or more violations of the Standards set forth in Section 7 during a twelve (12) month period or for inspections made in connection with any unauthorized attachment to poles or anchors of Licensor. Licensor shall give Licensee advance written notice of such inspections, except in those instances where, in the sole judgment of Licensor, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee. The making of periodic inspections, or the failure to do so, shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

8. UNAUTHORIZED ATTACHMENT

8.1 Expansion of Licensee's cable television system or attachment of its transmission cable, riser cable, service drops, power supplies, and other appurtenances without proper execution of an Exhibit A for such expansions is expressly prohibited. If any of the Licensee's facilities shall be found attached to poles or anchors of Licensor without the proper execution of an Exhibit A for such facilities, Licensor may, in addition to any other rights or remedies provided under this Agreement or by law, require Licensee to remove such facilities forthwith or Licensor may remove them without liability, and the expense of removal shall be borne by Licensee, or Licensor may impose a charge and require Licensee to submit in writing, within fifteen (15) days after the date of written notification from Licensor, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall remove its unauthorized attachment within fifteen (15) days of the final date for submitting the required applications, or Licensor may remove such unauthorized attachment without liability, and the expense of such removal shall be paid by Licensee.

8.2 Notwithstanding the provisions of Article 8.1, Licensee may without prior application make attachments to poles utilized as "service drop" or "lift" poles ("Service drop" or "lift" poles are defined as poles supporting only that portion of the Licensee's cable television system which is used solely for conveying cable services from the Licensee's transmission cable to an individual subscriber.), provided that Licensee's facilities are installed in accordance with Article 7.2 and that Licensee make proper application therefor within ten (10) normal working days from the date of the attachment. However, if Licensee establishes a history of neglect of the timely filing of such applications, the Licensor may discontinue the allowance of pre-application attachment for "service drop" or "lift" poles and cause all notification requirements of Article 8.1 to apply to "service drop" or "lift" poles.

8.3 No act or failure to act by Licensor with regard to said unlicensed use shall be deemed a ratification or the licensing of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise; provided however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

8.4 At intervals of five (5) years during the term of this Agreement, an inventory of Licensee's attachments on Licensor's poles will be conducted at Licensee's expense. This inventory may be conducted either by an independent agent approved by the Licensor, or by the employees of the Licensee and Licensor or their agents working jointly to conduct the inventory, with Licensor's actual cost for the inventory being reimbursed by Licensee.

After each inventory is made, the parties shall adjust the billing for the interim years since the previous inventory by the following method. The new inventory of attachments will be compared to the number of attachments from the most recent billing and including any Exhibits A submitted for attachments made since the most recent billing. Any increase in the number of attachments between the new inventory and the most recent billing and Exhibits A submitted shall be added to each such billing period in accordance with the following formula. Fifty percent of any increase will be added to the earliest billing period and the remaining fifty percent will be divided evenly among the remaining billing periods for the interim years. The billing for each billing period for the

interim years shall be adjusted using the Annual Pole Attachment Fee in effect for the billing period and the adjusted number of attachments, plus interest for any under billed amounts, said interest to be determined in accordance with the FCC rate for calculation of interest on underpayments. The adjusted billing for the interim years, less any amounts previously paid, shall be added to the next regular billing period following the new inventory. Any decrease in the number of attachments between the new inventory and the most recent billing and Exhibits A submitted shall only affect prospective billing. Licensor shall not be liable for refunds or credits of prior billings resulting from the over reporting of attachments. The provisions contained herein for inventory and adjusted billing shall in no way relieve the Licensee of its responsibility to submit timely Exhibits A as described in Article 3 and Article 8.

9. LEGAL REQUIREMENTS

9.1 Laws and Regulations - Licensee shall at all times observe and comply with all applicable laws, ordinances, statutes, rules or regulations which in any manner relate to the rights and obligations of Licensee under this Agreement.

9.2 Permits - Licensee, as required by law, shall obtain authority to erect and maintain its facilities on public and private property or within public streets and highways and shall secure necessary consent from state and municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of Licensor which it desires to use. No use of Licensor's corridors or poles shall be made prior to Licensee's obtaining all necessary permits. Licensee shall submit to Licensor such evidence of compliance with the foregoing requirements, as Licensor may require.

10. RISK OF LOSS

10.1 Licensee shall exercise reasonable care to avoid damaging the facilities of Licensor, and of other licensees, utilities or municipalities attached to Licensor's poles. Licensee assumes all responsibility for any and all loss or damage caused by Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licensor and to other licensees, utilities or municipalities, as appropriate, of the occurrence of any such damage and shall reimburse the respective parties for all costs incurred in making repairs.

10.2 Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors or employees of contractors. Licensor disclaims any warranty or representation regarding the condition and safety of the poles covered by this Agreement. Licensee acknowledges that poles of the Licensor will from time to time become unserviceable and unsafe for climbing prior to Licensor's discovery of such condition. Licensor agrees that upon notification it will replace any pole that has become unserviceable.

11. LIMITATION OF LIABILITY

Licensor reserves to itself, its successors and assigns, the right to locate and maintain its corridors and poles and to operate its facilities in such a manner as in its sole judgment will best enable it to fulfill its service requirements. Licensor shall not be liable to Licensee or its subscribers for any special, indirect or consequential loss or damage, arising in any manner out of the use of Licensor's poles or Licensor's actions or omissions in regard thereto, and Licensee shall indemnify and save harmless Licensor from and against any and all claims, demands, causes of action, cost and fees or expenses of whatever kind resulting

from any such loss or damage.

12. INDEMNITY

Licensee shall indemnify, defend and save harmless Licensor from and against any and all liability, claims, demands, loss, costs and expenses, to include attorney's fees, and any judgment for actual or punitive damages because of: (1) damages to property, (2) injury or death to persons (whether such injury or death is to Licensee's or Licensor's employees or agents, or employees of others, or the public), (3) any and all such interference with the service rendered by Licensee over its cable or to patrons of Licensee, (4) payments made under any Worker's Compensation Law or under any plan for employees' disability and death benefits, specifically including employees of Licensee or its agent, or (5) any claim made against Licensor for compensation for the use made by Licensee of Licensor's rights of way, which may arise out of or be caused by the erection, maintenance, presence, operation or removal of Licensee's cable or the proximity of Licensee's cable to the wires and facilities of Licensor, or any act of Licensee, its agents or employees, on or in the vicinity of Licensor's poles, excepting, however, damage, injury or loss due to the sole negligence of Licensor.

Licensee shall carry contractual liability insurance to insure the foregoing indemnity agreement and such other insurance as may be necessary to protect the Licensor from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of this agreement and any injury, loss or death that may result from this license agreement. The property damage and personal injury or death (combined single limit coverage) amount of such insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence. Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Laws in effect that may be applicable to it. All insurance required shall remain in force for the entire life of this Agreement or any continuation or extension hereof and until Licensee's cable is removed from the poles of Licensor. The company or companies issuing such insurance shall be approved by Licensor. Licensee shall submit to Licensor a certificate by each insurance carrier showing effectiveness of insurance in accordance with this Agreement and containing a provision that it will not cancel or change any policy of insurance issued except upon thirty (30) days' notice to Licensor.

13. TERM AND TERMINATION

13.1 Term - This Agreement shall continue in effect for a term of one year from the effective date hereof, and thereafter until terminated by either party or as otherwise provided in this Agreement.

13.2 General Termination - At any time following the expiration of the initial one-year term of this Agreement, either party may terminate this Agreement or terminate or modify any license issued hereunder by giving the other party at least sixty (60) day's prior written notice thereof. All notices of termination or modification of a license by Licensee shall utilize the form as set forth in Exhibit B, attached hereto, as it may be revised from time to time.

13.3 Termination for Default

13.3.1 If Licensee fails to comply with any of the terms and conditions of this Agreement or default in any of its obligations under this Agreement, and fails within thirty (30) days after the date of written notice from Licensor to correct such noncompliance

or default, Licensor may, at its option and in addition to any other rights or remedies it may have, immediately terminate this Agreement and all licenses issued pursuant hereto, under which such noncompliance or default has occurred.

13.3.2 Notwithstanding the provisions of Section 13.3.1, Licensor may immediately terminate this Agreement, or any license issued hereunder, without prior notice to Licensee, for any defaults by Licensee of the following sections of this Agreement: Section 5, SURETY BOND, Section 9, LEGAL REQUIREMENTS and insurance requirements of Section 12, INDEMNITY.

13.3.3 In the event of such termination for default, Licensor may take possession of all of Licensee's facilities affected thereby and subject to the rights of prior lien holders, may sell or otherwise dispose of such facilities for the purpose of securing payment of all fees, charges and expenses of such termination and collections, including but not limited to, attorney's fees and/or litigation expenses. Nothing contained herein, however, shall be construed to preclude Licensor from pursuing any other remedy provided by law for the collection of any indebtedness or enforcement of any obligation or covenants under this Agreement.

13.4 Removal of Licensee's Facilities

13.4.1 In the event of termination of this Agreement, Licensee shall remove its facilities from Licensor's poles within sixty (60) days from the date of termination; provided, however, that Licensee shall be liable for and pay all applicable fees and charges to Licensor until Licensee's facilities are actually removed from Licensor's poles. Licensee shall advise Licensor in writing as to the date on which the removal of Licensee's facilities from each pole has been completed.

13.4.2 If Licensee fails to remove its facilities in compliance with Section 13.4.1, Licensor shall have the right to remove such facilities at Licensee's expense and without any liability on the part of Licensor.

13.5 Licensee's Liabilities and Obligations - Termination of this Agreement or any license issued hereunder or the removal of Licensee's facilities, either in whole or in part, for any reason shall not affect Licensee's liabilities and obligations under this Agreement prior to the effective date of such termination or removal of Licensee's facilities.

14. REMOVAL

14.1 Licensee may at any time remove its cable from any pole or poles of Licensor, but shall immediately give written notice of such removal to Licensor, pursuant to Article 13.2:

14.2 Licensor reserves to itself and its successors and assigns the right to abandon a pole or poles to which the Licensee's facilities are attached. The Licensee will be given thirty (30) days' notice of each proposed abandonment and shall have the option of removing its facilities or of purchasing the abandoned pole or poles in place from the Licensor. The purchase price will be the estimated current, installed cost of the pole or poles, depreciated at a rate of 3.4% per year, less the estimated cost to the Licensor of removing the pole or poles. If the Licensee does not remove its facilities and does not exercise its option to buy the abandoned pole or poles, the Licensee's facilities thereon shall be deemed worthless, and may be caused by the Licensor to be removed from the pole

or poles, and be disposed of at any suitable place, all at the expense of Licensee, and Licensor shall be free from any liability therefor to anyone.

15. WAIVER

The failure of Licensor to enforce or insist upon strict compliance with any of the terms and conditions of this Agreement or to exercise or delay the exercise of any rights or remedies provided by this Agreement or by law shall not release Licensee from any of its duties or obligations imposed by law or by this Agreement and shall not be deemed a general waiver or relinquishment of any rights or remedies provided Licensor by this Agreement or by law, but the same shall be and remain at all times in full force and effect.

16. ASSIGNMENT

Licensee shall not assign or transfer the rights, or delegate the duties, or otherwise dispose of any right, title or interest in all or any part of this Agreement without the prior written consent of Licensor. No such consent granted by Licensor shall be effective until Licensee's successor or assignee has agreed to assume all obligations and liabilities of Licensee under this Agreement. However, no such consent by Licensor shall release Licensee from any obligation or liability under this Agreement.

17. SERVICE OF NOTICE

Any notice required or provided for hereunder shall be in writing and shall be delivered personally to the corporate representatives of Licensor and Licensee designated below, or shall be mailed thereto by certified mail, postage prepaid, return receipt requested. Notice shall be effective on the date delivered.

To Licensor: .

Duke Power Company
P.O. Box 1006, EC12H
Charlotte, N.C. 28201-1006
Supervisor, Special Contracts
Telephone: (704) 382-3962
(704) 382-3965
Fax: (704) 382-4210

To Licensee:

TIME WARNER ENTERTAINMENT COMPANY,
L.P., DBA CABLEVISION OF CHARLOTTE
316 East Morehead Street
Charlotte, NC 28202
ATTN: Mr. Jeffery M. King
Division President

18. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable or illegal, then said provisions shall be severed from this Agreement and the remainder shall remain in full force and effect.

19. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the state in which the poles the subject of this Agreement are located. Any action at law or judicial proceeding shall be instituted only in the state or federal courts of the state in which said poles are located.

20. CONSTRUCTION OF TERMS

Nothing herein shall be construed more strongly against or more favorably toward either party by reason of either party having drafted this Agreement or any portion hereof.

21. EXECUTION AND EFFECTIVE DATE

This Agreement has been executed by the duly authorized officers of the parties and shall be effective as of the date first written above.

Witnesses as to Licensor

[Signature]

DUKE POWER COMPANY (Licensor)

By

[Signature]
Vice President

ATTEST:

[Signature]
Assistant Secretary

Witness as to Licensee

[Signature]

TIME WARNER ENTERTAINMENT COMPANY,
L.P., DBA, CABLEVISION OF CHARLOTTE
(Licensee)

By

[Signature]
VICE PRESIDENT

ATTEST:

[Signature]
Secretary

EXHIBIT A

Application and Permit

Location N.C. 19

Licensee _____

Duke Power Company

In accordance with the terms of Agreement dated _____ application is hereby made for license to make attachments to the following poles located in:

(City or Town - County and State)

Proposed Attachments to be made to Duke Poles

Amplifiers to be Attached to Duke Poles

Location of Attachments _____

By _____

Title _____
Licensee

License granted 19, subject to your approval of the following changes and rearrangements at an estimated cost to you of \$ _____

DUKE POWER COMPANY

By _____

Title _____

The above charges for the changes and arrangements approved.

By _____ Permit No. _____

Title _____ Total Poles Attached
Licensee This Request _____

Total Poles Attached
To Date _____

EXHIBIT B

Notification of Removal By Licensee

_____ N.C., _____ 19____
Location

Licensee

Duke Power Company

In accordance with the terms of Agreement dated _____,
please cancel from your records _____ attachments of Licensee's
facilities from Duke poles located in:

(City or Town - County and State)

Attachments to be Removed

Amplifiers to be Removed

Location of Attachments to be Removed _____

By _____

Title _____

Licensee

Notice Acknowledged

_____ 19____

DUKE POWER COMPANY

By _____

Title _____

Notice No. _____

Total Attachments Discontinued _____

Total Attachments Removed to Date _____

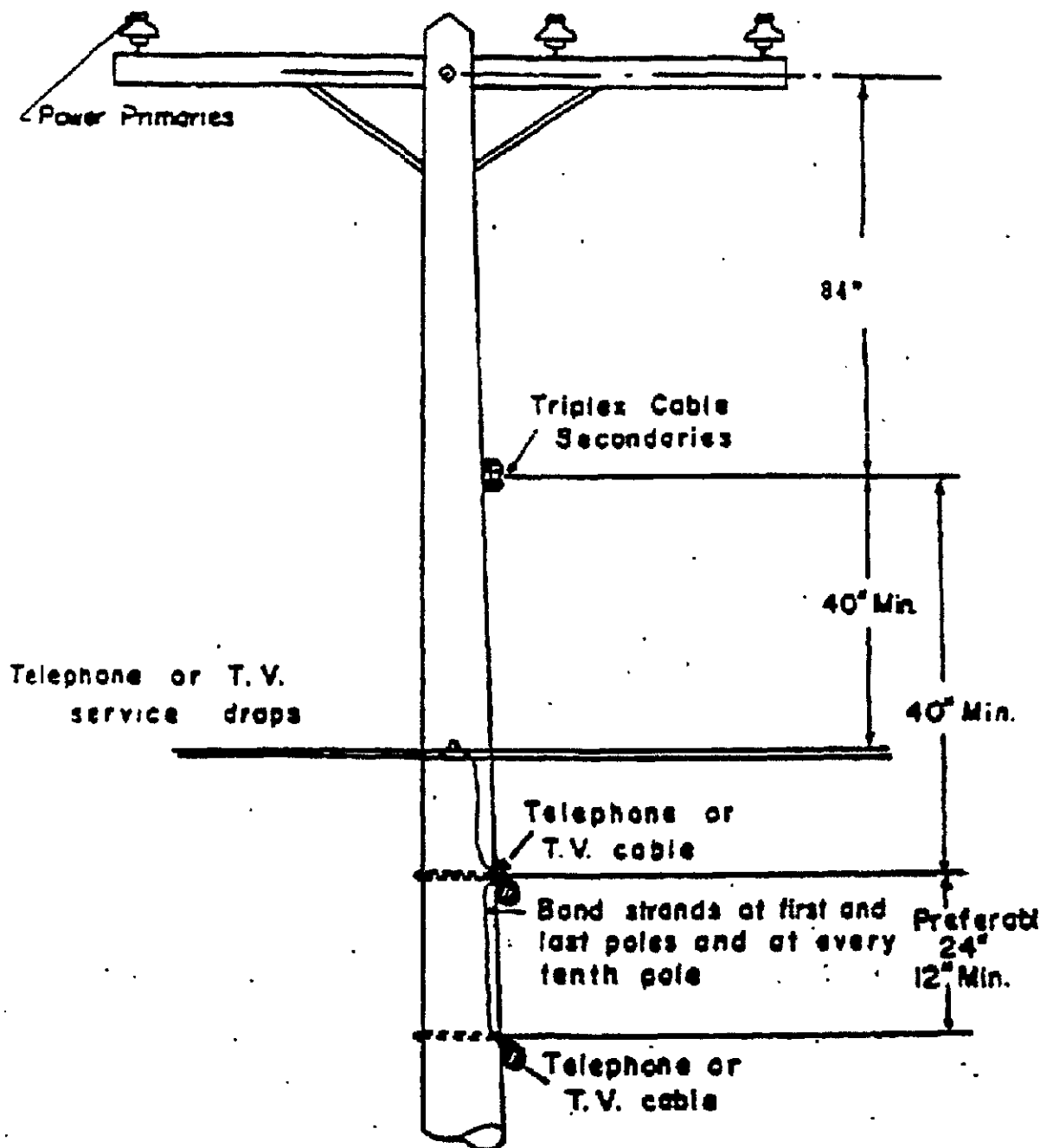
Total Attachments Remaining to Date _____

EXHIBIT C

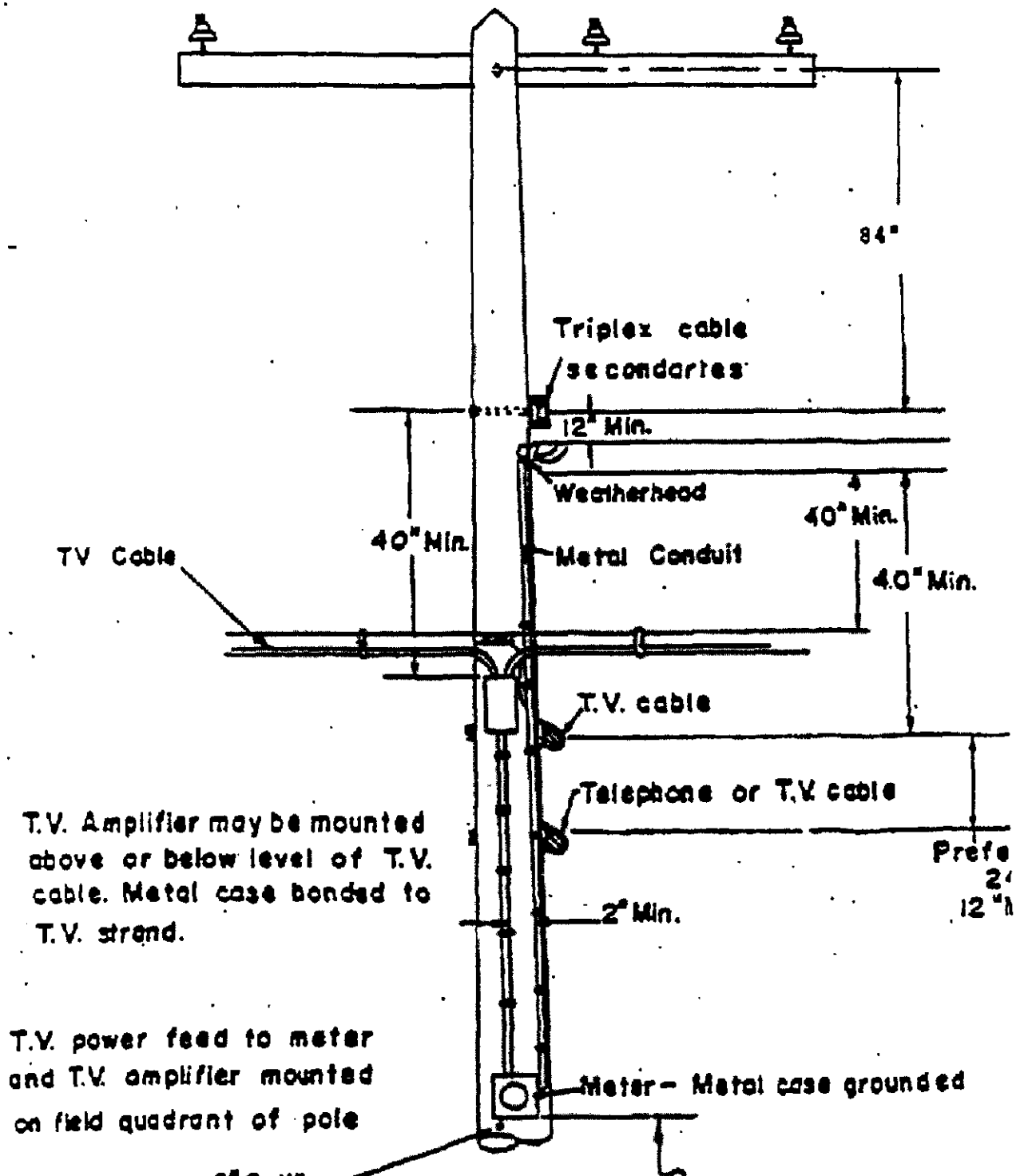
Schedule of Required Bond or Letter of Credit

<u>NUMBER OF ATTACHMENTS</u>	<u>AMOUNT OF COVERAGE</u>
0 through 200	800
201 through 400	1,600
401 through 600	2,400
601 through 1000	4,000
1001 through 1500	6,000
1501 through 2500	10,000
over 2500	10,000

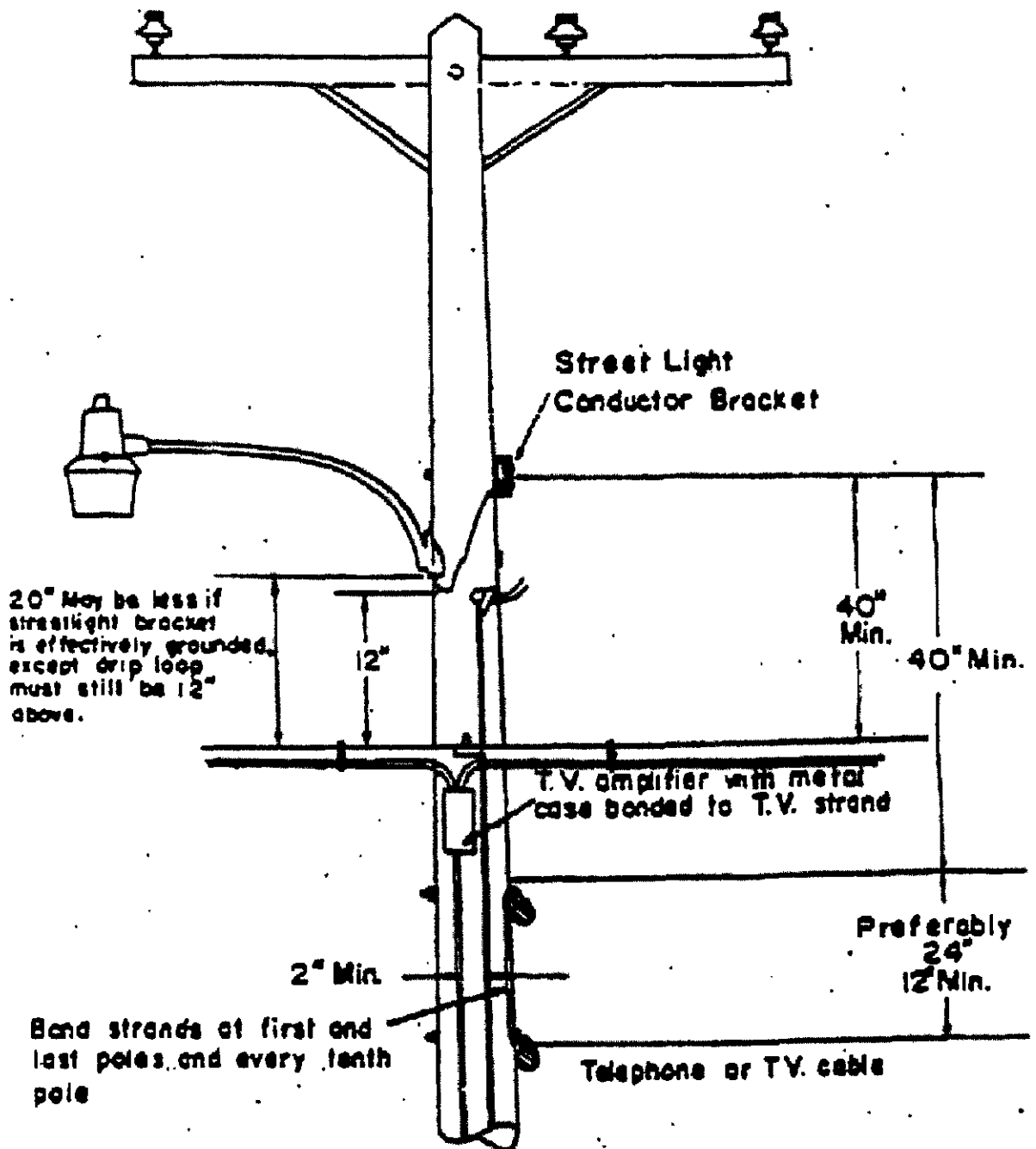
ATTACHMENTS OF T.V. DISTRIBUTION SYSTEM TO POLES



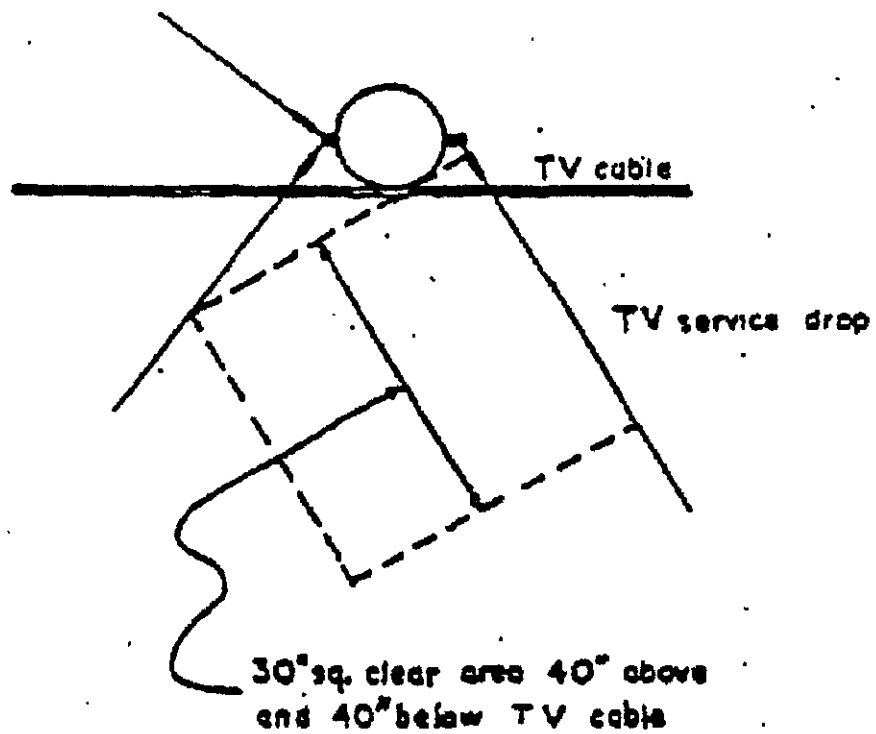
ATTACHMENTS OF T.V. DISTRIBUTION SYSTEM TO POLES



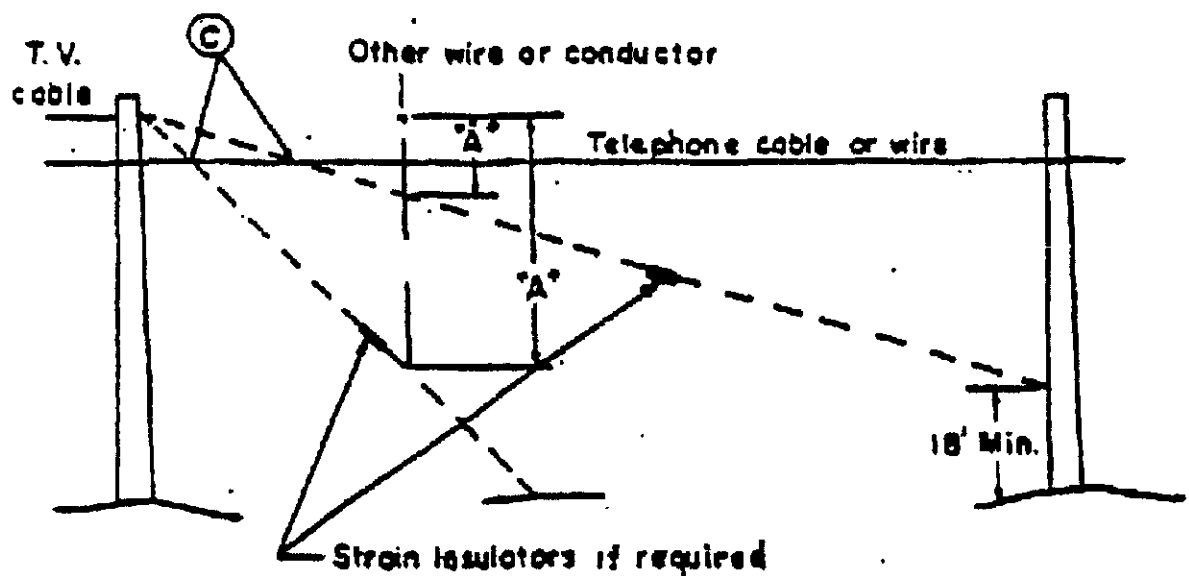
ATTACHMENTS OF T.V. DISTRIBUTION SYSTEM TO POLES



CLIMBING SPACE



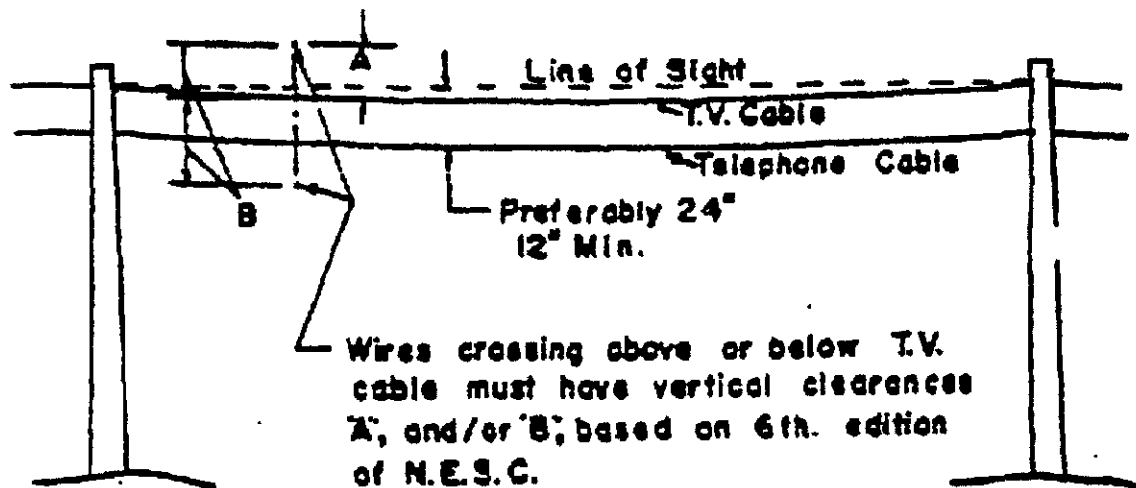
GUYING



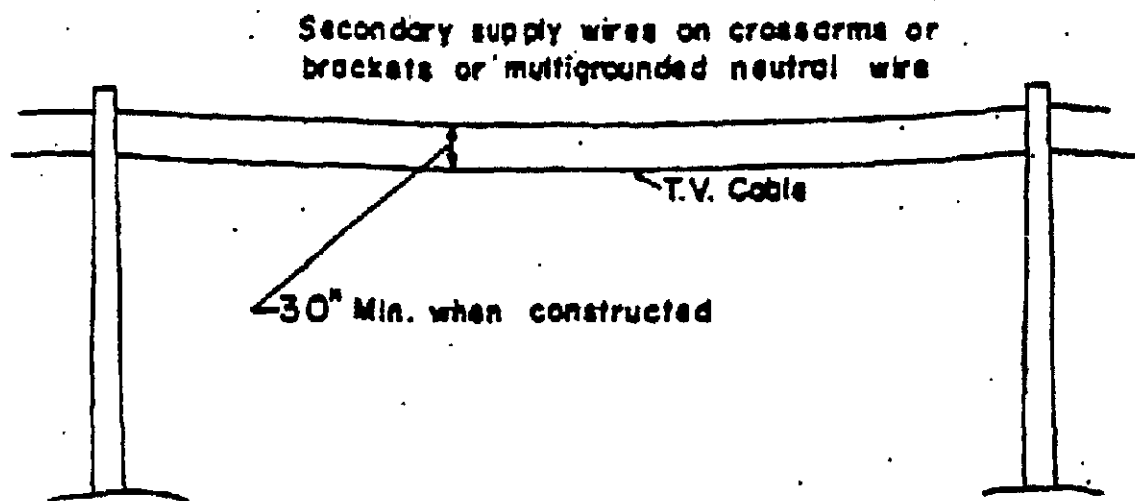
Guy's crossing above or below other wires must have vertical clearances "A" based on 6th. edition of N.E.S.C.

Guy's at point "C" must clear telephone cable or wires by 3" minimum

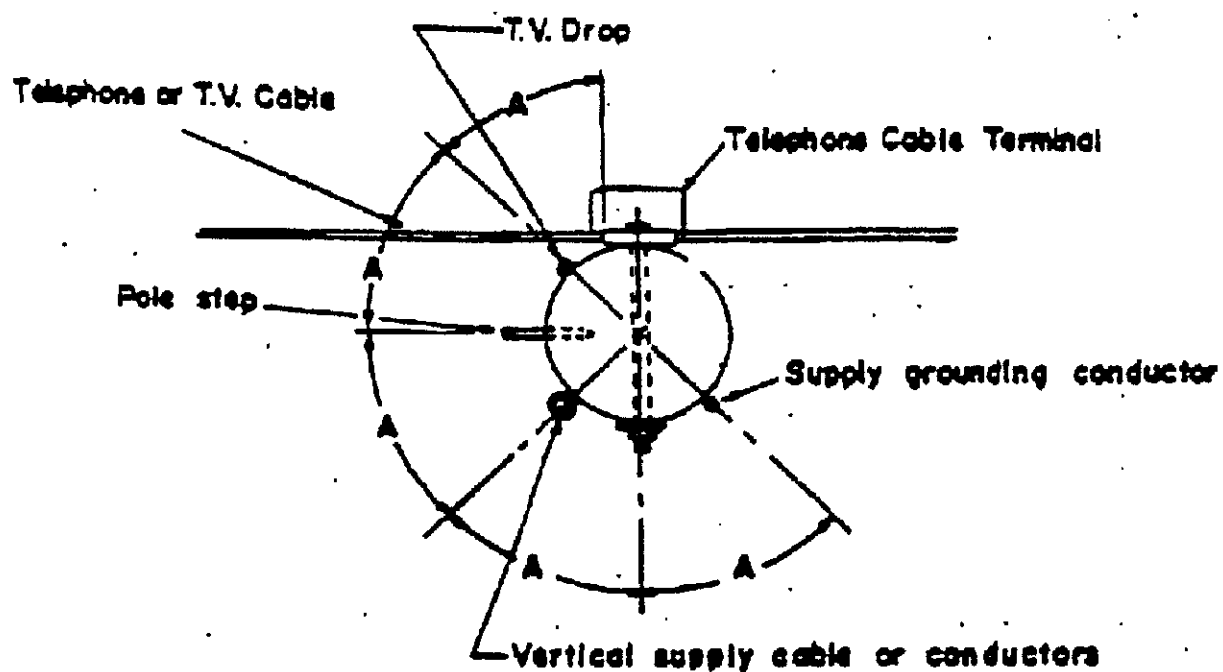
SPAN CLEARANCE



SPAN CLEARANCE



HORIZONTAL CLEARANCE



Dimension 'A' to be 45° where practicable but in no case shall vertical runs have a clearance of less than 2" from the nearest metal part of the equipment of another