



**Pole Attachment Guidelines and  
Procedures**

**May 2019 Revision**

# POLE ATTACHMENT GUIDELINES AND PROCEDURES

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## **Pole Attachment Terminology.**

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*NOTE: The following frequently-used terms, provided here for general reference purposes, appear throughout the CenterPoint Energy Pole Attachment Guidelines and Procedures and relate directly to electric power and communications attachments on CenterPoint Energy's Poles.*

**AMS** – CenterPoint Energy Advanced Metering System.

**Anchor** – A device supporting and holding in place conductors terminated at a pole, or a structure buried and attached to the pole by way of a Guy Wire, to counteract the mechanical forces of the conductors on a pole.

**Application** – A CenterPoint Energy pole attachment application form used by an Attacher to provide the proposed aerial and/or wireless design and construction data required by CenterPoint Energy to request Attachments.

**Attacher** – A provider of cable television services and/or Telecommunications Service to which CenterPoint Energy has granted certain non-exclusive rights to use its Poles, pursuant to 47 U.S.C. § 224, and which has entered into, and maintains in force and effect, a Pole Attachment Agreement with CenterPoint Energy.

**Attachment (or Linear Attachment)** -Any fiber optic cable, coaxial cable, or the cable and wires connected to such fiber optic cable or coaxial cable, and all supporting cable used (i) by a cable television system operator to provide only cable television services; or (ii) by a Telecommunications Carrier to provide Telecommunications Service, as such terms are defined in Section 153 of the Communications Act; or the physical attachment of such facilities and equipment to any Pole. For purposes of these Guidelines, the term “Attachment” does not include equipment used to used exclusively to provide broadband transmission, or broadband Internet access service

**Authorized Attachment** – An Attachment for which CenterPoint Energy has granted a Site License through its formal Application process, and for which such Site License remains in full force and effect.

**As-Built Construction** – An Attacher’s actual aerial cable and/or wireless installations on CenterPoint Energy’s Pole, based on Attacher’s originally submitted Application, and/or any necessary design modifications and/or field changes made by the Attacher with CenterPoint Energy’s approval, or changes required by CenterPoint Energy during construction.

**Boxed-In Pole** – A pole with cable attachments installed on both the street side and the opposite side, which, as a result, is obstructed from safe pole access, and either routine or emergency pole replacement.

**Cable Tagging** – The method required by CenterPoint Energy for the physical identification in the field of an attaching company’s aerial cable plant attached to CenterPoint Energy’s poles.

**Communications Act** - Communications Act of 1934, as amended by the Telecommunications Act of 1996.

**Communications Space** – The lowest workable or usable space on any Pole at which the applicable minimum vertical clearance requirement is satisfied, located immediately below the Communications Worker Safety Zone. The Communication Space is used primarily for the placement of wires used to deliver communications services.

**Communication Workers Safety Zone** – The space between the lowest supply conductor or equipment on the Pole, and the highest communication cables or equipment. Spacing requirements for Communication Worker Safety Zone are specified by the NESC.

**Complex Make-Ready** – Any pre-Attachment work within the Communications Space that would be reasonably likely to cause a service outage or facility damage, including, but not limited to splicing any communications attachment, contacting any wireless attachment, or contacting any equipment used by CenterPoint or a third party licensee to provide mobile, fixed, or point-to-point wireless communications or Internet service.

**Compliance Audit** – An audit of Attacher’s Attachments performed by CenterPoint Energy in any case where CenterPoint Energy’s routine inspections of its Poles reveal that Attacher’s Attachments repeatedly violate, or fail to comply with applicable law, or CenterPoint Energy’s Guidelines or Standards, or that Attacher’s Attachments repeatedly create safety, reliability, or engineering concerns, or hazardous or irregular conditions on CenterPoint’s Poles.

**Conduit Riser** – PVC tubing used to protect cable/fiber facilities that are attached to a pole via Stand-Off Brackets, which transitions such facilities from underground to overhead.

**Design Change** – A CenterPoint Energy-approved modification to Attacher’s plant design, which results in an As-Built Construction different from Attacher’s proposed construction, as shown on the Route Map in Attacher’s originally submitted Application.

**Distribution System** – The portion of an electric power system that distributes electricity from a power substation to consumers at individual metered locations.

**Electrical Ground** – A conducting connection by which an electric circuit, or equipment, is connected to the earth or some conducting body that serves in place of the earth.

**Facilities Extension Agreement** – A service agreement required pursuant to CNP’s Tariff approved by the Public Utility Commission of Texas, which must be executed by CNP and any Attacher for Make-Ready services to be performed by CNP at such Attacher’s request.

**Federal Communications Commission (FCC)** – The federal government agency responsible for implementing and enforcing the pole access requirements of Section 224 of the Communications Act.

**Foreign Pole** – A utility pole that is not owned by CenterPoint Energy.

**Ground Furniture** – The hardware used to maintain all ancillary equipment associated with a CenterPoint-approved Wireless Telecommunications Attachment which CenterPoint Energy does not permit to be installed on the Pole.

**Guidelines** – These Pole Attachment Guidelines and Procedures of CenterPoint Energy Houston Electric LLC, as may be amended from time to time.

**Guy Wire** – Also known as a strand, messenger, support wire, structure cable, or guy, a Guy Wire is a cable designed to offset the lateral pull of linear attachments on the pole.

**Horizontal Extension Arm** – A bracket extension arm attached to the pole, for the purpose of suspending cables or conductors at a distance from the pole.

**Identification Audit** – An audit of an Attacher’s Attachments that may be conducted by CNP, or jointly by CNP and an Attacher, for the purpose of ensuring the accuracy of the inventory of such Attacher’s Attachments on CNP’s Poles.

**Investigative Field Review (IFR)** – A periodic, routine field inspection conducted by CNP, as dictated by its operational needs, to ensure the safety and reliability of its Distribution System, and to confirm that Attachments on CNP’s Poles remain safe and compliant.

**Irregular Plant Condition (IPC)** – An Authorized Attachment that no longer complies with applicable law, the NESC, or CenterPoint’s Guidelines or Standards, or which CenterPoint Energy has determined is constructed or installed in a manner that may adversely impact public safety, or the safety and reliability of CNP’s Distribution System.

**Lambert Map** – A CenterPoint Energy map grid, based on the Lambert conic projection system, which shows, among other things, roadways, poles, and electrical facilities. A single rectangular Lambert Map is 13,100 feet east to west, by 8,600 feet north to south, and encompasses approximately four (4) square miles.

**Make-Ready** – All work on an existing Pole that CenterPoint Energy may determine is necessary pre-Attachment to ensure that the Pole to which Attacher has requested to attach is safe, reliable, and in suitable condition to support Attacher’s proposed Attachment, and that Attacher’s new Attachment is compliant with all applicable law, and CenterPoint Energy’s Guidelines and Standards. Make-Ready may include modification or replacement of existing equipment or lines, or relocation of communications facilities, guys, and anchors.

**Mid-Span Clearance** – The separation between power and communications conductors midway between two distribution poles required by the NESC. Mid-span Clearance shall be

the controlling factor in CenterPoint's Energy's determination of whether the requirements of the NESC are satisfied with respect to any communications line.

**Maximum Permissible Exposure (MPE)** - MPE refers to the highest electric or magnetic field strengths, their squares, or the plane-wave equivalent power densities associated with these fields, or the induced and contact currents to which a person may be exposed without incurring an established adverse health effect, including an acceptable margin of safety.

**National Electrical Safety Code (NESC)** - The collaborative national standard of the Institute of Electrical and Electronics Engineers, Inc. (IEEE) and the American National Standards Institute (ANSI), providing for the safeguarding of persons from hazards arising from the installation, operation, or maintenance of: (1) conductors and equipment in electric supply stations; and (2) overhead and underground electrical supply and communication lines and equipment, as may be amended from time to time.

**Non-Compliant Construction (NCC)** - As-Built Construction that fails to conform in any respect to an Attacher's approved plant design (including any necessary design modifications and/or field changes made by the Attacher with CenterPoint Energy's approval during construction), or that CenterPoint Energy has determined is non-compliant with applicable law, the NESC, or CenterPoint Energy's Guidelines or Standards during a Post-Installation Inspection.

**Non-OTMR** - Make-Ready process for all work that does not qualify for CenterPoint Energy's OTMR process, or for which Attacher's Application does not specify OTMR.

**One-Touch Make-Ready (OTMR)** - Make-Ready process whereby an Attacher may perform all Simple Make-Ready associated with its approved Attachment.

**Overlash(ing)** - A specific method by which a new cable is tied to and wrapped around an existing Attachment, rather than attached separately on the same Pole.

**Pole** - CenterPoint Energy's poles supporting electrical conductors of less than 69 kV, not including poles used solely for electric power Transmission, dedicated metal poles, street light poles, and all other special purpose poles or pole lines of non-standard design that do not support CenterPoint Energy's electric distribution system.

**Pole Attachment Agreement** - Agreement executed by CenterPoint Energy and an Attacher that sets forth the terms and conditions pursuant to which such Attacher may obtain access to CenterPoint Energy's Poles, and the applicable rate(s) or rate formula(s).

**Pole-Top** - Pole space located at the top of the pole, in the Supply Space above the highest energized conductor.

**Post-Installation Inspection** - Inspection performed by CenterPoint Energy to ensure that Attacher's As-Built Construction conforms to specific design data approved by CenterPoint Energy (or in the case of Overlashing, all design data submitted to CenterPoint Energy in

Attacher's required pre-construction notification), and complies with applicable law, the NESC, and CenterPoint Energy's Guidelines and Standards.

**Public Safety Department** – CenterPoint Energy group responsible for promoting electric safety and educating the general public about the dangers of electricity.

**Radiofrequency or "RF"** - Electromagnetic radiation emitted by antennas.

**Regulator** – A device used to control (increase and decrease) the voltage of a circuit.

**Route Map** – Attacher's map indicating its proposed aerial cable route, and/or Wireless Telecommunications Attachment location, using individual Poles.

**Safe Approach Distance** – The minimum separation that must be maintained between any person on, or proximate to the pole, and any RF-emitting Wireless Attachment, to ensure that the uncontrolled MPE for such RF-emitting Wireless Attachment is not exceeded.

**Service Drop** – A communications cable affixed to, and extending from Attacher's Authorized Attachment, to a new customer's premises, for the sole purpose of providing service to the new customer.

**Simple Make-Ready** – Any pre-Attachment work within the Communication Space that would not be likely to cause a service outage or facility damage, and that does not require any splicing of a communications attachment, or contacting any wireless attachment, or any equipment used by CenterPoint or a third party licensee to provide mobile, fixed, or point-to-point wireless communications or Internet service.

**Site License** – CenterPoint Energy map document authorizing an Attacher's non-exclusive right of attachment and ongoing use of specific CenterPoint Energy Poles as indicated thereon, and as CenterPoint Energy and Attacher may amend from, time to time.

**Standards** – collectively means CenterPoint Energy's Service Standards, and the Joint Use Distribution Standards, Nos. 08-100 through 08-800 of CenterPoint Energy, as may be amended from time to time. The Standards are available at:

<https://www.centerpointenergy.com/en-us/business/services/electric-utility/pole-attachments/?sa=ho>.

**Stand-Off Bracket** – 9 to 10 inch hardware bracket used to extend Conduit Risers away from Poles to provide safer climbing space.

**Supply Space** – the upper portion of a Pole located above the Communication Workers Safety Zone, used exclusively to support electric cables and other electric equipment. Only CNP-authorized electrical workers are allowed to work in or above the Supply Space.

**Supply Space Make-Ready** – Any pre-Attachment work that must be performed within the Supply Space.

**Survey** – the field-collected data and related documentation used to evaluate any potential safety, reliability, or engineering impact of a proposed Attachment, and to determine if Make-Ready is required prior to accommodating such Attachment.

**Telecommunications Service** – The term “Telecommunications Service” shall be as defined in 47 U.S.C. § 153(53).

**Temporary Construction Permit (TCP)** – CenterPoint Energy map document designating the Poles on which an Attacher has been authorized to place Attachments, and authorizing such Attacher to proceed with the specific installations approved by CenterPoint Energy, as requested in Attacher’s Application.

**Three-Phase** – A circuit consisting of three conductors where the current and voltage in each conductor (phase) is 120° out of phase with each other phase.

**Three-Phase Major Underground (MUG) Terminal Pole** – Also known as a “dip pole,” a Three-Phase MUG is a medium-voltage, Three-Phase, coppered-out switch that terminates at the pothead, which is used to transition between Three-Phase medium voltage overhead lines and Three-Phase underground medium voltage cable that either continues to feed the circuit or a Three-Phase underground Transformer.

**Transformer** – An electro-magnetic device used to change the voltage in an alternating current electrical circuit.

**Transmission** – The highest voltage network of CenterPoint Energy’s electric utility system, which carries power over the longest distances, typically operating at voltages of 69 kV (69,000 volts) or greater.

**U-Guard** – A U-shaped cover molding designed to protect communications cable facilities, which is located where communications circuits lead from underground to overhead.

**Unauthorized Attachment**– Any attachment for which CenterPoint Energy has not issued either a TCP or a Site License, or for which Attacher no longer holds a valid TCP or Site License, or which CenterPoint has declared to be unauthorized pursuant to the terms and provisions of Attacher’s Pole Attachment Agreement.

**Unusable Space** – The space on any pole below the applicable minimum clearance requirement as defined by federal, state, or local regulations.

**Wireless Telecommunications Attachment(s)** (or “Wireless Attachment(s)”) – An antenna or antenna array, and all supporting cables, wires, hardware, support mounts, and any other communications equipment that CenterPoint Energy may approve for installation on the same Pole, as is used to provide wireless Telecommunications Service, as that term is defined in Section 153(51) of the Communications Act.



## **SECTION 1. CenterPoint Energy & Third-Party Communication Attachments**

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CenterPoint Energy Houston Electric, LLC (“CenterPoint Energy” or “CNP”) is required by the Communications Act (47 U.S.C. § 224) and the FCC’s implementing regulations to provide certain communications service providers non-discriminatory access to its Poles for the sole purpose of attaching facilities used to deliver cable television and/or Telecommunications Services. These Guidelines set forth (i) the general terms, conditions, and processes pursuant to which CenterPoint Energy shall accommodate Attachments to its Pole, consistent with the operational needs of CenterPoint Energy’s core electric utility business; and (ii) the required design, construction, and engineering standards and practices that must be followed by all entities which attach to CenterPoint Energy’s Poles. The process-oriented and operational provisions of these Guidelines are intended to apply uniformly to all Attachers, and therefore, shall supersede any inconsistent operational provisions of an individual Attacher’s Pole Attachment Agreement.

Notwithstanding CenterPoint Energy’s limited obligation to provide access to its Poles, permission to make an Attachment to any Pole or Poles may be denied in the sole discretion of CenterPoint Energy, where insufficient capacity exists, or for any reason related to safety, reliability, and generally accepted engineering practices.

These Guidelines are intended to assist Attachers in facilitating Attachment requests before submitting an Application to attach to a CNP Pole. In addition to requirements set forth in these Guidelines, Attachers shall be required to:

- (1) Negotiate a valid Pole Attachment Agreement with CenterPoint Energy;
- (2) Remain in full compliance with CenterPoint Energy’s current insurance and credit requirements; and
- (3) Meet any other CenterPoint Energy, local, state, and federal laws, codes, regulations, and policies.

Strict adherence to CenterPoint Energy’s Guidelines will ensure a smooth Application process and allow completion of construction with minimal delay and conflict.

The portions of this document relating to design and construction of Attacher’s facilities in proximity to CenterPoint Energy’s Distribution System are intended to be used in conjunction with the National Electrical Safety Code (NESC); provided, however, that any provision of these Guidelines that is inconsistent with, or that is more stringent than the requirements of the NESC shall control.

In all situations, it is the ongoing responsibility of the Attacher to be familiar with and adhere to the NESC and these Guidelines during installation, maintenance, and related activities involving their Attachments to CenterPoint Energy’s Poles. Any Attachment found to be in violation of the NESC, any provision of these Guidelines, CenterPoint Energy’s Standards, or applicable law may be subject to removal by CenterPoint Energy at the sole cost of the Attacher.

All policies and procedures for requesting, constructing, maintaining, repairing, and modifying any Attachment to CenterPoint Energy's Poles set forth in the Guidelines may be amended from time to time. Attacher shall be notified of such amendments to the Guidelines along with the respective effective date via email or through CNP's Pole Attachment website. Attacher is presumed to know the current state of all applicable law.

## **SECTION 2. Safety: Notice Working Near Overhead Electrical Distribution System**

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Attaching companies are on notice that CenterPoint Energy's Poles are part of an overhead electrical Distribution System. The power lines attached to these Poles should be presumed energized at all times, and all persons, including attaching companies' employees and contractors, must exercise caution and take all reasonable precautions when working on or near electric utility poles and/or near high-voltage lines.

CenterPoint Energy has determined that poles constructed of steel are unsafe for climbing, and for that reason, prohibits its own employees and independent contractors, as well as employees and independent contractors of Attachers or other pole licensees, from climbing such poles for any reason. CenterPoint Energy therefore shall reject any request to attach to such poles unless the requesting Attacher demonstrates that such poles may be lawfully accessed safely through some means other than climbing.

Certain Federal regulations and Texas statutes directly address construction activity in the vicinity of overhead electric lines, and violators are subject to criminal penalties and civil liabilities. These laws apply to employers, contractors, owners and any other parties or persons responsible for or engaged in construction activities.

CenterPoint Energy's Public Safety Department promotes electric safety awareness to the public through seminars and demonstrations. For more specific safety information or to arrange for free safety demonstrations, attaching companies are encouraged to contact CenterPoint Energy's Public Safety Department at 713-945-6707.

### **Emergency Situations**

In the event of contact by construction equipment with overhead or underground electric lines, call 713-207-2222 to provide information as to the location of the incident and whether the situation is life threatening.

### **SECTION 3. Distribution Planning for Bona Fide Future Use of Distribution Poles**

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It is CenterPoint Energy's practice to install poles of sufficient height to allow for the future installation of transformers and other electrical equipment, as needed to support CenterPoint Energy's core business of delivering electrical service. CenterPoint Energy has approximated pole spacing that supports its core business, and to that end, any pole space greater than 12 linear feet measured from the ground up is subject to support the types of facilities that typically are needed to deliver electrical power service to a previously unserved address or location ("Reserved Space"). The Reserved Space, in most cases, is not used by CenterPoint Energy until such time as local population growth or property development creates the need for CenterPoint Energy to expand its utility operations to meet the demands of new customers. CenterPoint Energy's Standards allow for the attachment of communications facilities only to the extent that CenterPoint Energy maintains sufficient capacity to support all transformers and other electrical equipment needed to meet the present demands of its core electric utility business. However, because all, or a portion of the Reserved Space may not be immediately needed for that purpose, CenterPoint Energy allows **temporary** use of the Reserved Space for communications attachments, subject at all times to CenterPoint Energy's business development plan as herein described, and only to the extent that the FCC so requires. This practice avoids the time and expense of replacing existing poles with new, taller poles, as may be needed to provide space for each new communications attachment, while still reserving space for CenterPoint Energy's bona fide future use. In the event that any Reserved Space temporarily used for Attachments is needed in the future to install transformers or other electrical equipment, as described in this Section, all affected Attachers will be required upon notice from CenterPoint Energy to rearrange, remove or relocate their Attachments from the Reserved Space upon 45-days prior notice. Failure to relocate an Attachment upon said notice from CNP shall deem the subject Attachment to be an Unauthorized Attachment, subject to the rights and remedies of CenterPoint Energy provided in the Attacher's Pole Attachment Agreement, including but not limited to removal. CenterPoint Energy, in its sole discretion, may install a new or taller Pole(s) where requested to do so by an Attacher, at such Attacher's sole cost and expense.

## **SECTION 4. Structure of the Distribution Pole and Working Zones**

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In all situations, it is the ongoing responsibility of the Attacher to be familiar with and adhere to the NESC definitions, rules, and criteria related to all sections of a distribution Pole.

The Distribution Pole includes:

- Pole-Top
- Supply Space
- Communication Worker Safety Zone
- Communication Space
- Unusable Space

The Pole-Top is the Pole space located at the top of the Pole, in the Supply Space above the highest energized conductor.

The Supply Space is reserved for electrical supply facilities. Most Supply Space wiring consists of uninsulated conductors. The Supply Space may include separate facilities operating at different voltages; for safety reasons, the highest voltages are located uppermost on the pole.

Communication Worker Safety Zone is the safety zone, or “neutral” space, between the lowest electrical supply conductor or equipment and the highest communication cables or equipment.

The Communication Space is the portion of pole in which communications wires are attached.

The Unusable Space is the space on the pole below the applicable minimum clearance requirement as defined by federal, state, or local regulations. For reasons of safety and reliability, CenterPoint Energy does not permit equipment of any kind to be affixed to its poles within the Unusable Space.

## SECTION 5. Selection of Qualified Contractors

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Attachers are responsible for verifying the qualifications of all contractors retained to install, maintain, or repair their Attachments, or to perform Make-Ready requested by a third party. Attachers and their contractors must comply with the minimum qualifications for contractors established by the FCC, and must perform all work in conformance with the NESC, and all applicable law. CenterPoint Energy shall maintain separate lists of pre-approved contractors for (i) Survey work; (ii) Simple Make-Ready, (iii) Complex Make-Ready, and (iv) Supply Space Make-Ready. All Make-Ready on CenterPoint Energy's Poles must be performed by a contractor pre-approved by CenterPoint Energy, and identified on the appropriate list maintained by CenterPoint Energy.

Attachers may nominate contractor candidates to be placed on its list(s) for Simple and/or Complex Make-Ready by providing the requirements listed below:

- Safety compliance statement
  - Complete CNP-Contractor Safety Evaluation form and shall meet or exceed CNP's Safety Department contractor assessment thresholds; and
- Competency statement
  - Attacher's proposed contractor shall provide a self-certification statement confirming adherence to follow any P.E.-stamped engineering construction designs, and;
  - provide self-certification to follow CNP's Pole Attachment Guidelines and Procedures, and all federal, state, local laws, and all OSHA rules pertaining to qualified and competent persons; and
- Proof of Insurance and Bond
  - Contractor must provide insurance and bonding documentation. Each contractor retained by an Attacher must obtain the equivalent insurance coverage as required of Attacher under its Pole Attachment Agreement.
  - Indemnification Form.

CenterPoint Energy, in its sole discretion, reserves the right to remove any pre-approved contractor from any or all of its contractor lists if such contractor fails performance expectations, is found performing in an unsafe manner, or if it is determined by CenterPoint Energy that such contractor is no longer qualified to perform the work for which it was previously approved.

Attachers seeking contractors for Survey work, Simple Make-Ready, and/or Complex Make-Ready work may refer to the most recent version of CNP's list of pre-approved contractors located at:

<https://www.centerpointenergy.com/en-us/business/services/electric-utility/pole-attachments/?sa=ho>,

These lists may be updated from time to time, to add or remove contractors consistent with the provisions of these Guidelines.

All Supply Space Make-Ready must be performed by CenterPoint, or by a CNP-approved contractor identified on the list maintained by CenterPoint for Supply Space Make-Ready. For a current list of CNP-approved contractors, please visit:

<https://www.centerpointenergy.com/en-us/business/services/electric-utility/pole-attachments/?sa=ho>.

Applicants who require Make-Ready shall establish a separate contractual relationship with those contractors listed on the CNP-approved contractor list.

Each Attacher is responsible for ensuring that the employees, contractors, and agents who perform work on its behalf have received the appropriate training for the work which they are retained to perform.

## SECTION 6. Application for CenterPoint Energy Distribution Pole Attachments

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All permission to access CenterPoint Energy's Pole must be in writing. No verbal permission to attach to CenterPoint Energy Poles will be granted under any circumstances.

An Attacher operating under the terms and conditions of a current Pole Attachment Agreement with CenterPoint Energy may request access to CenterPoint Energy's Pole(s) by an Application. CenterPoint Energy shall make available for Attacher's use separate Application forms and materials for: (i) installations that may proceed under CenterPoint Energy's OTMR process; and (ii) installations that must proceed under CenterPoint Energy's Non-OTMR process. Any Application that requests Attachment under CenterPoint Energy's OTMR process shall include only work that Attacher's pre-approved contractor has certified in the Application is Simple Make-Ready. If Attacher's proposed installation requires both Simple Make-Ready, and Complex Make-Ready and/or Supply Space Make-Ready, then an Attacher, at its option, shall either bifurcate its Application, or shall proceed with such work exclusively under CenterPoint Energy's Non-OTMR process.

Each Application must include complete, accurate, and sufficient information, as CenterPoint Energy has specified is needed to assess the safety, reliability, and engineering impacts of a proposed Attachment on CenterPoint Energy's Pole. If an Application is deemed incomplete by CNP after a preliminary review, CNP shall notify Attacher of the missing required items in the Application. Attacher must provide the required item(s) to CNP within 5 business days after CNP's notice of an incomplete Application. Attacher's failure to complete its Application within the required timeframe shall result in CNP's automatic rejection of such Application. For avoidance of doubt, Attacher's submission of Application does **not** reserve Pole space for its Attachment.

Required items for a complete Application:

- Application form (all form fields complete)
- Application fee (refer to website).
- Pole loading analysis (refer to criteria below)
- Field Survey and data, obtained no more than 45 days prior to the date of the Application.
- Pictures of proposed Poles for Conduit Riser installation, obtained no more than 60 days prior to the date of the Application.
- A Route Map containing at a minimum:
  - Identification of proposed Poles for attachments in a numbered sequence
  - Street names along the proposed route, including cross streets, and any significant landmarks
  - Title block, legend, cardinal map
  - GPS, X and Y, coordinates of Poles (including .csv file)

<b>Components of a complete Application</b>	<b>OTMR</b>	<b>NON-OTMR</b>
Application form	X	X
Application fee	X	X
Pole Loading Analysis	X	X
Field Survey	X	
Current Pole picture	X	X
Route Map	X	X

note: X= required component

CenterPoint Energy may deny any proposed Attachment based on:

- Safety;
- Capacity;
- Reliability;
- General Engineering Principles; or

CenterPoint Energy's current Application forms can be obtained by emailing [fjupoles@centerpointenergy.com](mailto:fjupoles@centerpointenergy.com) or visit <https://www.centerpointenergy.com/en-us/business/services/electric-utility/pole-attachments/?sa=ho>.

### **Separate Applications**

An Application for OTMR must include only work that Attacher's pre-approved contractor has certified is Simple Make-Ready. If CenterPoint determines that Attacher's OTMR Application consists of a combination of Simple Make-Ready, and Complex Make-Ready or Supply Space Make-Ready, then such Application shall be rejected by CenterPoint and Attacher shall be notified accordingly. Attacher shall then be required to submit an OTMR Application for all Simple-Make Ready work, and a separate Non-OTMR Application for all other Make-Ready work; or if the Attacher elects, to request all work in single non-OTMR Application.

### **Field Survey Data**

Attacher is required to perform a pre-Application field Survey for all OTMR Applications, and to submit the data collected as part of its Application. A Survey submitted to CenterPoint Energy for any OTMR Application must be performed by a pre-approved contractor for Survey work, as identified on the list maintained by CenterPoint Energy. Attacher must provide to CenterPoint Energy, and to all attachers on a subject Pole notice of such Survey no less than three (3) days prior to the date on which the Survey is scheduled to be performed. A complete field Survey shall include the GPS location of each Pole, side view photographs of each Pole, the respective heights of each Attachment, the number of existing attachments on each Pole and any other information requested in the Application form.

For Non-OTMR Applications, an Attacher may, but shall not be required to submit with its Application a complete Survey performed by a pre-approved contractor for Survey work, as

identified on the list maintained by CenterPoint Energy. In that event *only*, will CenterPoint Energy rely on the field Survey data submitted by an Attacher for purposes of review of the Attacher's Application. In cases where an Application submitted to CNP's Non-OTMR process does not include a Survey performed by CNP's pre-approved contractor for Survey work, then CenterPoint Energy or its authorized contractor shall coordinate with affected attachers a joint field review of the data included in the Application, upon no less than three (3) days prior notice to all such parties.

### **Pole Loading Analysis**

In conjunction with an Application for Attacher's new installations on a proposed route, CenterPoint Energy requires Attacher to provide a pole loading analysis including structural and vertical clearance analyses (collectively, Pole Loading Analysis or PLA), for each Pole that consists of, at a minimum:

- Two (2) attachments, or;
- One (1) attachment with at least one (1) overlashed cable

The PLA shall be conducted at Attacher's cost and expense and shall be certified by a third-party professional engineer (P.E.) through one of the CenterPoint Energy-approved engineering firms. A list of CenterPoint Energy's pre-approved engineering firms is provided at the link below.

<https://www.centerpointenergy.com/en-us/business/services/electric-utility/pole-attachments/?sa=ho> for more information.

### **Temporary Construction Permit**

Except in cases where Supply Space Make-Ready and/or a Pole replacement is requested or required, CenterPoint shall issue a TCP upon its approval of Attacher's Application. The TCP shall authorize Attacher to access such Poles, on a temporary basis, as needed to perform all required Make-Ready, and to install its approved Attachments. In cases where Supply Space Make-Ready and/or a Pole replacement is requested or required, CenterPoint shall issue a TCP upon its completion of such work.

Temporary Construction Permits for Non-OTMR requests will automatically expire 120 days after issuance, unless an extension is granted by CenterPoint Energy upon Attacher's written request, five (5) days prior to the date on which the TCP is scheduled to expire. CenterPoint Energy reserves the right to deny an extension of any TCP in any cases where Attacher fails to commence the approved Attachment installation within the initial 120-day period for which the TCP was issued. Attacher is prohibited from accessing CenterPoint Energy's Poles if the Temporary Construction Permit has expired, or has been revoked by CenterPoint Energy for any reason.

Temporary Construction Permits issued for approved OTMR requests, or for installations that require **no** Make-Ready under the OTMR regime, shall be issued upon CenterPoint Energy's approval of an Application, and shall expire after 30 days of issuance.

Pole rental charges shall be applied immediately upon issuance of the relevant Temporary Construction Permits. The charges will be detailed on the following year's annual attachment fee invoice.

Attacher's construction crews installing or maintaining communication equipment must carry a copy of the Temporary Construction Permit or Site License for the location in which they are working. Failure to provide such documentation upon request authorizes CenterPoint Energy field personnel to halt Attacher's activities at the site.

## **SECTION 7. Make-Ready**

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### Non-OTMR

Make-Ready refers all work on an existing Pole that CenterPoint may determine is necessary pre-installation to ensure that the Pole to which Attacher has requested to attach is safe, reliable, and in suitable condition to support Attacher's proposed Attachment, and that Attacher's new Attachment is compliant with all applicable law, and CenterPoint Energy's Guidelines and Standards. Make-Ready may include modification or replacement of existing equipment or lines, or relocation of communications facilities, guys and anchors. The Make-Ready process for any work that does not qualify for CenterPoint Energy's OTMR process (i.e., Complex Make-Ready and Supply Space Make-Ready) shall be referred to for purposes of these Guidelines as "Non-OTMR".

CenterPoint Energy will not rearrange or relocate any attachments or other facilities owned or operated by third parties on its Poles to accommodate placement of any new Attachment. In the event any such adjustments are required pre-installation, an Attacher is responsible for coordinating such work with the appropriate third parties, and directly compensating third parties for performing the work requested.

If an Attacher anticipates that Make-Ready will be required to accommodate a new Attachment, then such Attacher's proposed Make-Ready should be detailed in its Application. Upon CNP's confirmation that Make-Ready is required, CenterPoint Energy, or its contractor, will provide to the Attacher a cost estimate for all Make-Ready identified in the Application, unless the Attacher has otherwise requested separate estimates directly from the third-party licensees responsible for the work. At such time as Attacher notifies CNP of its election to proceed with the required Make-Ready, Attacher shall also remit to CenterPoint Energy the fees due for any Make-Ready that CenterPoint Energy will perform ("CNP Make-Ready"), as indicated in the cost estimate. CNP Make-Ready shall be scheduled only upon CenterPoint Energy's receipt of full payment for such work, and an executed Facilities Extension Agreement. If Attacher rejects any proposed Make-Ready work and cost estimate, the Attacher shall:

- Withdraw its Application and forfeit the Application fee remitted at Application submittal; and
- Submit a new Application requesting to attach to Poles that do not require Make-Ready.

Attacher must notify CNP when all Make-Ready has been completed, and its Attachment has been fully constructed and installed, within 15 days of field completion. During the Make-Ready process, if Attacher or its contractor damages any facilities, Attacher shall notify CNP or the affected existing Attacher immediately. In the event of a CNP outage, Attacher shall contact CenterPoint Energy at 713-207-2222. Please refer to the respective Pole Attachment identification tag in the event of damage to an existing attacher's facilities during the installation.

## OTMR

An Attacher may, at its option, submit an Application for One-Touch Make-Ready with respect to all work that its contractor has determined constitutes Simple Make-Ready. Attachers desiring to perform One-Touch Make-Ready shall follow the Temporary Construction Permit process identified in Section 6. Only Simple Make-Ready will be considered for the OTMR process. The OTMR process is not available for any work that constitutes Complex Make-Ready or Supply Space Make-Ready. A separate Non-OTMR Application is required for all work identified in the field Survey that does not constitute Simple Make-Ready.

Attacher must notify CNP when the OTMR has been completed, and its Attachment has been fully constructed and installed, within 15 days of field completion. During the OTMR installation, if Attacher or its contractor damages any facilities, Attacher shall notify CNP or the affected existing attacher immediately. Attacher also shall notify CNP if the need for any Complex Make-Ready is discovered in the field. In the event of a CNP outage, Attacher shall contact CenterPoint Energy at 713-207-2222. Please refer to respective Pole Attachment identification tag in the event of damage to an existing Attacher's facilities during the OTMR installation.

## **SECTION 8. Post-Installation Inspection**

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To ensure Attacher is compliant with CenterPoint Energy's Guidelines and Standards, and all applicable law, CenterPoint Energy will conduct a Post-Installation Inspection of all As-Built Construction (including overlash), at the sole cost and expense of the Attacher. Attacher shall provide an As-Built Construction notice within 15 days of work completion for each TCP issued by CNP, or each Overlash Notification (as described in Section 13). The Post-Installation Inspection for each TCP or Overlash Notification may occur any time within ninety (90) days after CNP's receipt of Attacher's As-Built Construction notice. If Attacher does not provide an As-Built Construction notice to CNP for a TCP or Overlash Notification, CNP may conduct a Post-Installation Inspection at any time after the expiration date of the Temporary Construction Permit, or at any time after the date on which Overlapping was scheduled to occur, to determine whether Attacher's construction has occurred. The Post-Installation Inspection may be cancelled by Attacher upon written notification to CenterPoint Energy any time before expiration of the Temporary Construction Permit, provided that no Attachments were installed on CNP's Pole for the respective TCP.

All As-Built Construction identified as non-compliant with the NESC, these Guidelines, CenterPoint Energy's Standards or any other applicable law during a Post-Installation Inspection ("Non-Compliant Construction" or "NCC") must be remediated by Attacher as soon as possible, but no later than 14 days after the date of the applicable NCC notification.

Attacher shall notify CenterPoint of any As-Built Construction as a result of a Design Change during actual construction resulting in fewer Attachments than the proposed Application. Under no circumstance shall Attacher install additional Attachments not permitted under the Temporary Construction Permit; otherwise, Attacher's job will fail the Post-Installation Inspection and a Site License will not be granted and all Attachments shall be deemed Unauthorized Attachments.

In the case of overlash, an Attacher shall notify CNP in the event that the construction proposed in any Overlash Notification is delayed or cancelled. If Attacher fails to notify CenterPoint of a cancellation of Attachment or Overlash construction and CenterPoint Energy rolls on an unneeded Post-Installation Inspection, Attacher will be billed the respective Post-Installation Inspection cost.

All As-Built Construction and cancellation notices shall be sent to:  
[fjupoles@centerpointenergy.com](mailto:fjupoles@centerpointenergy.com).

## **SECTION 9. Site Licensing**

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CenterPoint Energy shall issue a Site License for any Attachment that has followed the requirements of the Application process and upon completion of a satisfactory final Post-Installation Inspection that reveals no NCC. Under no circumstances will Attacher be issued a Site License for any Attachment that has been identified as NCC.

All Attachment construction that is determined by CenterPoint Energy upon its Post-Installation Inspection to be NCC shall be remediated by Attacher within fourteen (14) days of the date of notice from CNP. In the event that Attacher fails to remediate any NCC identified in the notice from CNP, then CNP, at its sole option, may, but shall not be required to (i) remove the NCC; or (ii) remediate the NCC on behalf of Attacher, at Attacher's sole cost and expense; and/or (iii) exercise any other right, or pursue any remedy provided in Attacher's Pole Attachment Agreement.

### **A. Non-Compliant Construction (NCCs)**

All newly constructed Attachments that are determined to be NCC by CNP through a Post-Installation Inspection do not qualify for a Site License until remediation occurs and such remediation is approved by CNP through a follow-up Post-Installation Inspection. If Attacher fails to remediate any NCC, the affected Attachment(s) shall be treated as Unauthorized Attachments until remediation is complete or such Attachments have been removed from CNP's Poles by either Attacher or by CNP, at Attacher's cost and expense.

### **B. Irregular Plant Condition (IPCs)**

Any Attachments with a previously issued Site License that are not in the original state in which they were licensed, have weathered over time and lack in maintenance by Attacher shall be considered as Irregular Plant Conditions (IPC) and require Attacher remediation.

If CNP has identified an IPC through an Investigative Field Review, as defined in Section 10, or any other means, CenterPoint Energy will notify Attacher and require that the IPC is remediated within the appropriate timeframe specified in CNP's notice. Attacher's failure to correct IPCs within the provided timeframe will result in a suspension of the Site License for the affected Attachment(s), and such Attachment(s) may thereafter be treated as Unauthorized Attachments, subject to the provisions and remedies of Attacher's Pole Attachment Agreement. Attacher must resolve the IPC as instructed by CNP through its communications with Attacher or the affected Attachment(s) may be subject to removal at Attacher's cost and expense.

CenterPoint Energy reserves the right to inspect Attachments to verify remediation at the sole cost and expense of Attacher.

### **Change in Pole Ownership**

In the event that CNP acquires a new Pole with existing third-party Attachments, CNP will notify the existing Attacher(s) on the subject pole regarding the change in pole ownership and CenterPoint's process for Site Licensing.

If any existing third-party Attacher obtained in the pole acquisition does not have an existing Pole Attachment Agreement with CNP due to the change of pole ownership, Attacher will be required to immediately enter into such an agreement with CNP.

## **SECTION 10. Compliance Audit and Identification Audit**

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### **A. Routine Field Inspections**

CenterPoint Energy reserves the right to conduct routine field inspections of its Poles from time to time as dictated by operational needs, to ensure safety and the reliability of its electrical Distribution System. CenterPoint Energy further reserves the right to inspect all attachments on its Poles to confirm that such attachments remain safe and compliant with all applicable law, these Guidelines, CenterPoint Energy's Standards and the NESC. Any such "Investigative Field Review" or "IFR" shall be performed in accordance with the terms and provisions of each affected Attacher's Pole Attachment Agreement.

In any case where CenterPoint Energy has discovered repeated violations of the NESC, CenterPoint Energy's Guidelines or Standards, or applicable law, or repeated instances of unsafe plant conditions, or conditions that threaten the reliability of CenterPoint Energy's Distribution System, all caused by a single Attacher, then CenterPoint may request an audit of such Attacher's Attachments, or a sample thereof ("Compliance Audit"). The Compliance Audit is to identify, and to develop a plan for Attacher's prompt remediation of recurring violations, or safety, reliability, or engineering concerns. Attacher is encouraged, but is not required to participate in the Compliance Audit. In either case, the Compliance Audit shall be conducted at Attacher's cost and expense.

If any Unauthorized Attachments are discovered through a Compliance Audit, such Unauthorized Attachments must be duly authorized by CenterPoint Energy through the process described in Section 11 of these Guidelines.

### **B. Identification Audits**

CNP shall conduct an audit in five (5) year intervals to update each Attacher's inventory of Attachments, and to confirm that such Attachments are authorized. Each such Identification Audit shall be with the voluntary participation of affected Attachers, and shall proceed in accordance with the terms and provisions of each such Attacher's Pole Attachment Agreement. The cost of an Identification Audit shall be paid equally between CNP and each affected Attacher, provided however that each entity may conduct its own audit at its own cost and expense at any time.

Any Unauthorized Attachment discovered during an Identification Audit must be duly authorized by CenterPoint through the process described in Section 11 of these Guidelines.

## **SECTION 11. Unauthorized Attachments**

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### **Remediation of NCC and IPC**

An Attacher may obtain a valid Site License for any attachment identified as NCC or IPC upon Attacher's successful remediation of any violation(s) or non-compliance, as determined by CenterPoint Energy. All remediation work shall be subject to a Post-Installation Inspection, at the sole cost and expense of the responsible Attacher. In the event that an Attacher fails to, or refuses to remediate any NPC or IPC, CenterPoint Energy reserves the right to declare the affected installation to be an Unauthorized Attachment, subject to all rights and remedies provided in the Attacher's Pole Attachment Agreement, including but not limited to removal.

### **Remediation of Unauthorized Attachments discovered through and Identification or Compliance Audit**

CenterPoint shall provide to Attacher written notice identifying the nature and location of any Unauthorized Attachment(s) discovered in the field, whether through an Identification Audit, Compliance Audit, or by some other means. Within a period of sixty (60) days after the date of such notice, Attacher shall be required to submit a complete Application for the Unauthorized Attachments identified in the notice including a plan to remediate such Unauthorized Attachments, or Attacher may submit a notice of dispute within thirty (30) days of receipt notice from CenterPoint, as described below, with documentation supporting that the Attachment(s) identified are properly authorized, or are not owned by Attacher.

1. Attacher receives the respective audit results from CNP
2. Attacher submits one (1) complete TCP Application as prescribed in Section 6, to [fjupoles@CenterPointEnergy.com](mailto:fjupoles@CenterPointEnergy.com) with the email subject line "Application for Unauthorized Attachments" with the respective audit results provided by CNP

### **Back Rent and Penalties**

For each Unauthorized Attachment, CenterPoint Energy reserves the right to charge any interest, back rent, fees and/or penalties as provided for in the Attacher's Pole Attachment Agreement. In addition, Attacher will be charged annual attachment fees for the calendar year in which each Unauthorized Attachment is discovered. In the event of non-payment of any such back rent, fees, and/or penalties due for an Unauthorized Attachment, CenterPoint Energy reserves the right to withhold the issuance of TCPs and/or Site Licenses until all such back rent, fees, and/or penalties are paid in full.

### **Disputes**

An Attacher shall have the right to dispute any Unauthorized Attachment identified by CenterPoint Energy. Each such dispute shall be reconciled through a joint field check. In order to dispute, the Attacher shall submit to CenterPoint Energy a written notice of such dispute (including all supporting information and documentation), and its request for a joint field check, within thirty (30) days of the date of CenterPoint Energy's notification to the Attacher. A joint inspection will be scheduled to occur no more than thirty (30) days after the

response received by CenterPoint Energy from the Attacher. In the event that the joint field check confirms the existing Unauthorized Attachment, the Attacher will incur all costs associated with the joint field check and each Unauthorized Attachment confirmed through the joint field check must be licensed through the site licensing process detailed in Section 6.

Attacher must submit a written notice to CenterPoint, upon remediation completion, confirming that all Unauthorized Attachments under the respective CenterPoint notice have been corrected. All remediation of Unauthorized Attachments shall be subject to a Post-Installation Inspection at Attacher's sole cost and expense. Any outstanding Unauthorized Attachments older than one hundred eighty (180) days of the date of the CenterPoint Energy notification will be subjected to all rights and remedies provided in the Attacher's Pole Attachment Agreement, including removal from CenterPoint Energy's Distribution System at Attacher's sole cost and expense.

## **SECTION 12. Attachment, Design, Engineering, and Construction Requirements**

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CenterPoint Energy is responsible for the safe and reliable delivery of electric power and operates its Distribution System in accordance with Good Utility Practice as defined by the Public Utility Commission of Texas. Therefore, CenterPoint Energy requires that all Attachers, or respective Attacher's designers, are thoroughly familiar with and practice the requirements of the NESC, these Guidelines, CenterPoint Energy's Standards, and any applicable local, state, or federal laws, codes, and regulations.

To prevent any adverse impact of Attachments on CNP's Distribution System, any uncharacteristic communications attachment design, any NCC, and/or construction practices that pose safety, reliability, capacity, and engineering concerns will not be accepted, and those respective attachments will not be allowed on CenterPoint Energy's Poles. CenterPoint may, in its sole discretion, deny any attachment to its Pole where there is insufficient capacity, or for reasons of safety, reliability and generally applicable engineering purposes. Attacher remains at all times responsible for ensuring that the engineering design and construction of its system remains in compliance with these Guidelines, CenterPoint Energy's Standards, the NESC, and all other applicable law.

No equipment is allowed inside the Communication Workers Safety Zone, or inside the Unusable Space of the Pole.

Where there are no previous attachments on the Pole, the first attachment shall always be placed at the lowest position on the Pole that complies with the greater clearance requirements specified by the NESC, these Guidelines, and any applicable local, state, or federal laws, codes, and regulations. In all cases, subsequent Attachments shall be made as low as possible on the Pole, but shall maintain CenterPoint Energy's required clearances of 12" inches from existing communication attachments and the required NESC clearance from electric supply conductors.

If a violation is identified within the Communications Space on any Pole, (i.e. NCCs, IPCs, etc.) the existing respective Attacher(s) shall be responsible for the cost of their own remediation work. Any violation that is not confined to the Communications Space, or that requires work on any of CenterPoint Energy's facilities shall be remediated by only CenterPoint Energy, or its approved contractor.

Electric power service must be installed in accordance with CenterPoint Energy's Service Standards found at <http://www.centerpointenergy.com/en-us/Documents/Service-Standards.pdf>. CenterPoint Energy does not sell retail electric service. Attacher must arrange for electric service through a retail electric service provider.

## **Construction Requirements**

1. To preserve the safe and reliable condition of CenterPoint Energy's Distribution System, Attachments will not be permitted on poles that, at the time of Attacher's Application, support certain mission critical electrical power delivery equipment, including but not limited to transformers or transformer banks, sectionalizers, switching devices, reclosers, Regulators, capacitor banks, or Three-Phase MUG, or terminal poles, or poles with any AMS related equipment.
2. Communications cables must be designed for installation on the same side of Poles (typically the street side) as CenterPoint Energy's neutral and secondary conductors and any existing communications cables. In the absence of any existing installations on CenterPoint Energy's Poles, communications cables must be installed on the street side of Poles. Attacher's plant construction not meeting this requirement shall be identified as Non-Compliant Construction.
3. Attacher must bond its messenger in accordance with the NESC. If an attaching company chooses to use a separate bond wire on the Pole, it must be bonded to and opposite to the CenterPoint Energy Electrical Ground at the base of the Pole, in accordance with the NESC.
4. Communication cables must be identified by Cable Tagging. Each cable, and each Pole location shall be tagged in strict accordance with these Guidelines. Existing untagged cables should be identified at every Pole during normal maintenance. Untagged cables may be treated as Unauthorized Attachments.
5. An Attacher is responsible for coordinating adjustments of existing attachments with the appropriate third parties. Prior permission to adjust the existing cable attachment of any attacher shall be obtained before any adjustment by another party is made.
6. To provide safe climbing space on the Poles, CNP allows for only one flush-mounted conduit riser not larger than 4" inside diameter, and only one Stand-Off Bracket assembly may be attached directly to Poles. No more than three conduits can be attached to a 10" Stand-Off Bracket. Risers installed prior to September 1, 2012, will be grandfathered until the conduit and/or Pole is replaced at which time the Conduit Riser system must meet the then current standard
7. The unauthorized use of Horizontal Extension Arms is prohibited. Horizontal Extension Arms shall only be installed under the explicit authorization of CenterPoint Energy. Horizontal Extension Arms shall not be used by Attachers to attempt to gain a horizontal separation from existing attachments or electrical conductors where vertical clearances are specifically required by CNP Standards, NESC, or applicable law.

8. CenterPoint Energy does not allow any Conduit Risers on Three-Phase Major Underground (MUG) Terminal Poles or Poles with Pole-Top switches or any of the types of Poles identified in Paragraph 1 of the construction requirements in this Section.
9. Water Way Crossings shall only be considered for review with the respective PLA and the Attacher's appropriate water authority permit, which must be provided with the Application.
10. Use of a U-Guard is limited to only one per Pole (see use of Conduit Riser w/Stand-Off Bracket) to accommodate safe pole climbing access.
11. Service Drops – For the sole purpose of providing new service to a new customer, Attacher shall have the right to attach Service Drop cables extending from an existing Attachment to a new customer's premises provided that:
  - o An Attacher shall provide to CenterPoint Energy advance written notice of each such Service Drop no less than ten (10) days prior to the date on which the Service Drop is installed. If an Attacher fails to provide such notice within the aforementioned ten (10) day time frame, the Attachment supporting such Service Drop may be treated by CenterPoint Energy as an Unauthorized Attachment, subject to all rights and remedies of CenterPoint Energy set forth in the Attacher's Pole Attachment Agreement. CenterPoint Energy reserves the right to require Make-Ready, at the sole cost and expense of an Attacher, if needed to support a Service Drop. All Service Drops must meet the following requirements:
    - i. The Service Drop is an extension from a cable of an Authorized Attachment;
    - ii. The Service Drop must impact fewer than five (5) Poles;
    - iii. The distance between Service Drop cables should be sufficient to clear climbing space.
    - iv. The Service Drop is installed in compliance the NESC, any provision of these Guidelines, CenterPoint Energy's Standards, or applicable law;
    - v. Each Service Drop will be subject to a Post-Installation Inspection by CenterPoint Energy, or its designated inspector; and  
Any Service Drop installed directly to any Pole will be treated as an Attachment, for which an Attacher will be required to submit a complete Application, and to obtain a Site License.
12. The proposed use of Guy Wires and Anchors by Attacher should be part of a properly engineered Attachment design and should only be considered to properly offset the tension of the Attachment(s) on a Pole. All of Attacher's Guy Wire and Anchor installations shall also be inspected as part of CenterPoint Energy's Post-Installation Inspection. Attachment to CenterPoint Energy's Guy Wires and Anchors is prohibited, and it is not an acceptable design or construction practice.

13. Attacher is responsible for and shall bear the cost of any damages made to CenterPoint Energy's facilities resulting from improper guying and anchoring of Attacher's installation.
14. Broken or damaged CNP-owned Guy Wires should be reported to CenterPoint Energy at 713-207-2222.
15. Vegetation Management
  - a. Attacher is responsible for all vegetation trimming necessary on or around its Attachments, both during and after installation.
  - b. CenterPoint Energy does not provide any vegetation trimming services for communication facilities.

## SECTION 13. Overlashing

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Overlashing is a specific method by which a new cable is wrapped around an existing cable for which an Attacher maintains a valid Site License, rather than attached separately on the same Pole. Overlashing does not include the installation of any strand-mounted equipment. The owner of the Authorized Attachment supporting the Overlashed installation is responsible for maintaining both the Attachment, and the Overlashed cable in compliance with NESC and these Guidelines, and CNP's Standards.

Overlashing will not be allowed without prior notice to CNP, which notice shall be provided no less than fifteen (15) days prior to the date on which the Overlashing is scheduled to occur ("Overlash Notification"). In the event that an Attacher fails to provide a timely Overlash Notification to CNP, the entire Attachment may be deemed as an Unauthorized Attachment, subject to the rights and remedies of CenterPoint Energy set forth in the Attacher's Pole Attachment Agreement.

CenterPoint Energy reserves the right to perform a pre-installation assessment, to include an inspection and/or a PLA of each Pole on the proposed overlashing route. Overlashing will only be accommodated if CenterPoint Energy determines there is enough capacity on the Poles within the subject route.

If CenterPoint Energy, in its sole discretion, determines that a proposed Overlash creates a capacity, safety, reliability, or engineering concern, then CenterPoint Energy shall notify Attacher in writing of such concern, and shall provide Attacher a reasonable opportunity to address the concern to CenterPoint Energy's satisfaction; provided, however, if CenterPoint Energy determines that such concern is not adequately addressed, then CenterPoint Energy, in its sole discretion, may deny any overlashing for reasons of safety, reliability, engineering, or capacity.

For each Overlash Notification, the host Attacher must:

1. Submit a completed Overlash Notification form to [fjupoles@centerpointenergy.com](mailto:fjupoles@centerpointenergy.com)
2. Provide the corresponding Site License or TCP issued to Attacher for the proposed Poles to Overlash.
3. A Route Map containing at a minimum:
  - o Identification of proposed Poles for Overlashing in a numbered sequence
  - o Street names along the proposed route, including cross streets, and any significant landmarks
  - o GPS, X and Y, coordinates of Poles (including .csv file)
4. Include riser type identification (whether existing or new, flush mounted or stand-off, etc.) Provide current pictures of proposed Poles considered for riser installation (pictures older than 60 days at time of Overlash Notification submission will not be accepted)

Each Overlash Notification shall be subject to a Post-Installation Inspection, as provided for in Section 8 of these Guidelines.

## SECTION 14. Wireless Attachment Standard

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### 1.0 PURPOSE AND SCOPE.

- 1.1 This section applies to all third-party Wireless Attachments made to CenterPoint Energy Poles. The guidelines and requirements set forth herein are intended to ensure the safety of the general public, and of the employees and/or contractors of CenterPoint Energy, and of other entities that may be authorized to access CenterPoint Energy Poles, all of whom may be exposed to hazards caused by third-party Wireless Attachments.
- 1.2 For purposes of this Section, a Wireless Attachment is defined as an antenna or antenna array, and all supporting cables, wires, hardware, support mounts, and any other communications equipment that CenterPoint Energy may approve for installation on the same Pole, as is used to provide wireless Telecommunications Service, as that term is defined in Section 153(51) of the Communications Act.
  - 1.2.1 It is understood that a single Wireless Attachment shall be comprised of no more than one piece of equipment contacting the Pole; however, such equipment may contain multiple antennas, and multiple bandwidths, each requiring a separate cable affixed to the Pole. The aggregate must conform to CenterPoint Energy's then current Standard.
  - 1.2.2 Batteries, Ground Furniture, and other ancillary or supporting equipment that Attacher is required by CNP to maintain on the ground do not comprise its Wireless Attachment.
- 1.3 Wireless Attachments will be permitted only on CenterPoint Energy distribution Poles. No Wireless Attachment will be permitted on any other pole that is not subject to the requirements of Section 224 of the Communications Act (47 U.S.C. § 224).

### 2.0 GENERAL WIRELESS ATTACHMENT DESIGN CRITERIA.

- 2.1 Poles for Wireless Attachments must be selected in accordance with the following criteria:
  - 2.1.1 Only in-line tangent Poles will be considered for Wireless Attachments. Poles that are dead ended, corner, or guyed, framed for junctions or laterals, have been determined unsuitable for Wireless Attachment.
  - 2.1.2 To preserve the safe and reliable condition of CenterPoint Energy's Distribution System, Attachments will not be permitted on Poles that, at the

time of Attacher's Application, support certain mission critical electrical power delivery equipment, including but not limited to transformers or transformer banks, sectionalizers, switching devices, reclosers, Regulators, capacitor banks, or Three-Phase MUG, or terminal poles, or poles with any AMS related equipment.

- 2.1.3 Each Pole selected for a Wireless Attachment's electrical service must have a 120/240V secondary. No other secondary voltages will be used for Wireless Attachments.
- 2.1.4 Each Pole selected for a Wireless Attachment must be located in the road right-of-way ("ROW"), and must be truck accessible.
- 2.2 Each individual Wireless Attachment must be installed either at the Pole Top, or at the highest position in Communication Space available at the time of attachment, on the Pole for which the installation was approved. All Make-Ready required to make space for Attacher's Wireless Attachment, or any pole replacement, shall be at Attacher's sole cost and expense.
  - 2.2.1 No Wireless Attachment (or supporting equipment) will be permitted in the Unusable Space, or the Communication Worker Safety Zone.
  - 2.2.2 CenterPoint Energy may require that any Wireless Attachment be affixed at the Pole Top on the basis of the RF criteria set forth in subsection 6 below, or any capacity, safety, reliability, or engineering consideration.
- 2.3 No more than one Wireless Attachment will be permitted on any individual Pole.
- 2.4 No Wireless Attachment may be installed at any location, or in any manner that would in CenterPoint Energy's reasonable judgment impair its employees and contractors from ascending or descending any Pole, or from accessing any Pole Top.
  - 2.4.1 In all cases, Wireless Attachments must be installed in line with, or in the same direction as CenterPoint Energy's electric conductors in the Supply Space.
- 2.5 All supporting equipment, including, but not limited to the power disconnect switch, batteries, power meters and any other back-up power sources, all radio equipment and access nodes, electronic equipment shelters and all equipment in such shelters, pedestals, supporting equipment cabinets or panels, and other necessary or ancillary equipment

- that supports the Wireless Attachment must be placed in Ground Furniture.
- 2.6 All antenna equipment comprising the Wireless Attachment shall be affixed to the Pole with locking through-bolt design construction, to ensure that such equipment does not separate from the Pole.
  - 2.7 Grounding of all Wireless Attachments shall be in strict accordance with the NESC.
  - 2.8 The minimum vertical distance between any Pole Top Wireless Attachment and the highest conductor on the Pole shall be the greater of five feet, or the Safe Approach Distance, based on such Attachment's RF emissions.
    - 2.8.1 Because CenterPoint Energy does not permit vertical Pole Top extensions for any purpose, replacement of the Pole is required in nearly all cases to establish sufficient vertical clearance to accommodate a Pole Top Wireless Attachment. In such cases, CenterPoint Energy will, at Attacher's request, and at Attacher's sole expense, replace the existing Pole with a taller Pole, up to of sufficient capacity to support the Pole Top Wireless Attachment.
    - 2.8.2 In all cases, the total height of the pole, and the Pole Top Wireless Attachment (as mounted) shall not exceed the total of sixty (60) feet.
  - 2.9 Pole Top Wireless Attachments and Communication Space Wireless Attachments shall be connected to communications equipment separately located in Ground Furniture by cable encased in vertical conduit on the side of the Pole.

### **3.0 REQUESTS FOR APPROVAL OF WIRELESS ATTACHMENTS.**

- 3.1 Each proposed Wireless Attachment design shall be evaluated only on the basis of the final design specifications submitted by Attacher for CenterPoint Energy's review.
- 3.2 Each device that Attacher intends to be installed on CenterPoint Energy's Poles must be subject to a one time, pre-application RF analysis to determine whether such device operates within uncontrolled maximum permissible exposure ("MPE") limits at its maximum output. Such RF

analysis must be prepared by an independent, certified third party contractor, at Attacher's sole expense.

3.2.1 The following equipment information must be provided to CenterPoint Energy prior to, or concurrent with the pre-application RF analysis:

- (a) Company Information (Site Name, Company Name, Address, Contact Name, Contact Telephone/Email);
- (b) % Maximum Permissible Exposure (Uncontrolled and Controlled)
- (c) System Information (Model/Name, Location of Attachment on Pole, Transmit Frequency, Power, Max ERP, Antenna Center Line, Antenna Gain, Beamwidth, Signal Direction)

3.2.2 The Radio Frequency (RF) Exposure: Record of FCC Compliance form appended hereto as Exhibit A shall be used to satisfy the documentation and collection of equipment information, unless other satisfactory documentation is approved by, or determined to be acceptable by CenterPoint Energy.

3.2.3 If it is determined that any device does not operate within the uncontrolled MPE, such device will be subject to the requirements of Section 6.3.

3.3 Requests for Wireless Attachments must be submitted to CenterPoint Energy in accordance with the application process set forth in CenterPoint Energy's Guidelines at Section 6. Each individual Wireless Attachment will be subject to CenterPoint Energy's internal review, and may be denied for reason of insufficient capacity, or based on safety, reliability, or engineering considerations.

3.4 Each individual Wireless Attachment must be subject to a pole loading analysis as part of the application process. Such analysis shall be prepared by an independent third party professional engineer (P.E.) retained through a CenterPoint Energy-approved engineering firm, at Attacher's sole cost and expense.

3.5 CenterPoint Energy will not obtain or negotiate any property rights for the benefit of Attacher, and makes no guaranty of that such rights will be granted by the owner of property on which CenterPoint Energy's Poles may be located. Attacher shall in all cases be solely responsible for obtaining from the property owner any permissions or consents required to attach to the Pole, and maintain communications equipment in Ground Furniture at the base of the Pole.

#### **4.0 REQUIREMENTS FOR MAINTAINING WIRELESS ATTACHMENTS ON POLES.**

4.1 All Wireless Attachments shall at all times strictly conform to the requirements of CenterPoint Energy's Guidelines, Standards, and all safety and design requirements promulgated by the Federal Communications Commission (FCC), the United States Occupational Safety and Health Administration (OSHA), all agencies and municipalities of the State of Texas, the Public Utility Commission of Texas (PUCT), and any other regulatory body having jurisdiction over the work of constructing and installing Wireless Attachments, all as may be changed from time to time. All work shall also be performed in accordance with the applicable standards of the National Electrical Safety Code (NESC) and the National Electrical Code (NEC), including all amendments thereto adopted at any time, by any jurisdiction in which such work occurs. Attacher shall be solely responsible for monitoring and implementing updates or modifications to applicable law, including CenterPoint Energy's Guidelines, Standards, and any other standards adopted by CenterPoint Energy affecting Wireless Attachments. Attacher shall take all necessary precautions, through the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage caused by or occurring by reason of the construction, installation, or existence of Wireless Attachments. Attacher shall follow best practices in operating, maintaining, and inspecting its Attachments, and shall make all regular and special inspections as necessary to ensure compliance with this subsection.

#### **5.0 REQUESTS FOR MODIFICATION OF WIRELESS ATTACHMENTS.**

5.1 All modifications to Wireless Attachments will be subject to CenterPoint Energy's prior approval. Such modifications include, but are not limited to:

- (a) Frequency
- (b) Power
- (c) Gain

- (d) Equipment Type
- (e) Location
- (f) Exposure Data

## **6.0 REQUIREMENTS FOR RF-EMITTING WIRELESS ATTACHMENTS.**

- 6.1 The general public may not be exposed to levels of RF emissions which exceed the Maximum Permissible Exposure (MPE) limits for the uncontrolled population, as established by 47 C.F.R. § 1.1310.
- 6.2 If an RF-emitting device is demonstrated to operate within the uncontrolled MPE, no additional RF mitigation will be required.
- 6.3 If an RF-emitting device does not operate within the uncontrolled MPE, the following will be required:
  - 6.3.1 Attacher must train (or ensure the training of) all of its employees, contractors, and sub-contractors who will work on, or proximate to Wireless Attachments.
  - 6.3.2 Attacher shall be responsible for installing and maintaining RF safety signage, in accordance with the following:
    - 6.3.2.1 Signs shall be in accordance with IEEE Std C95.2-1999 [B19] and ANSI Z535-1998 [B4], and placed in accordance with IEEE Std C95.7-2014.
    - 6.3.2.2 Attacher must affix two (2) signs on each on Pole that contains a Wireless Attachment. Each such sign shall be flush-mounted to the Pole, as to ensure that it does not impair CenterPoint Energy's employees and contractors from ascending or descending any Pole, or from accessing any Pole top.
      - 6.3.2.2.1 A Notice/Information sign shall be placed at least two (2) times the Safe Approach Distance below the Wireless Attachment, and shall include information sufficient to warn the general public that an RF-emitting device is on the Pole.
      - 6.3.2.2.2 An RF Safety sign shall be placed at a vertical distance below the Wireless Attachment that is equal to the Safe Approach Distance, and shall

indicate the RF hazard and the Safe Approach Distance.

6.3.2.2.3 Each sign shall clearly indicate Attacher's name, and a telephone number where a representative of Attacher can be reached, twenty-four (24) hours a day, seven (7) days a week to respond to questions, or to any reports of problems with the Wireless Attachment.

6.3.3 Attacher must install and maintain operational a disconnect switch, on site, that enables CenterPoint Energy to power down the Wireless Attachment without the need for Attacher's intervention.

6.3.3.1 Such disconnect switch must be maintained in Ground Furniture.

6.3.3.2 In all cases, Attacher will be required to re-power its own Wireless Attachment.

6.4 Any device that meets or exceeds the controlled RF limits at a distance measured one (1) foot from the point of emission shall be installed above the Supply Space, at the Pole Top. The following will be required for Pole Top Wireless Attachments.

6.4.1 Training, in accordance with subsection 6.3.1 above.

6.4.2 RF safety signage, in accordance with subsection 6.3.2 above.

6.4.3 Disconnect switch, in accordance with subsection 6.3.3 above.

6.4.4 The minimum vertical distance between any Pole Top Wireless Attachment and the highest conductor on the Pole shall be the Safe Approach Distance needed to be at the uncontrolled limits, or five (5) feet, as required pursuant to subsection 2.8 above.

## **7.0 RESPONSE TO HAZARDOUS OR UNSAFE CONDITIONS.**

7.1 In the event CenterPoint Energy determines, in its sole judgment, that any Wireless Attachment(s), or the condition of any Wireless Attachment(s): (i) interferes with CenterPoint Energy's use of any Pole, or the operation of any of CenterPoint Energy's facilities or equipment; (ii) constitutes a hazard to the service rendered by CenterPoint Energy or by any third parties authorized by CenterPoint Energy to use its Pole(s); or (iii) causes

any danger to CenterPoint Energy's employees, contractors, or subcontractors of any tier, or employees, contractors, or subcontractors of any tier of any third parties authorized by CenterPoint Energy to use its Pole(s), or to the public, Attacher or Attacher's designee shall be present at the affected Pole location and available to begin work to remediate the situation within four (4) hours of receiving CenterPoint Energy's written or oral of the same, and shall expeditiously finish such work.

- 7.2 In the event that that any hazardous or unsafe condition described in Section 7.1 requires CenterPoint Energy, in its sole discretion, to immediately remove, relocate, or disable any Wireless Attachment, CenterPoint Energy reserves the right to take any such remedial action without prior notice to Attacher, and without liability to Attacher.

## **SECTION 15. Removal Notification and Abandonment Attachment**

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### **Attachment Removal Notification**

Removal notices may be submitted to [FJUPoles@CenterPointEnergy.com](mailto:FJUPoles@CenterPointEnergy.com) upon the removal of the licensed Attachments. Attacher must provide CenterPoint Energy written notice of each licensed Attachment removed from CenterPoint Energy's Pole, including location of Pole – preferably with the CNP-issued Site License. CenterPoint Energy shall invoice annual attachment fees for each of Attacher's licensed Attachments until such time as it receives Attacher's written notice that an Attachment has been removed. Upon receiving written notice from the Attacher that an Attachment has been removed, CenterPoint Energy reserves the right to inspect the affected Pole to which such Attachment was affixed to verify removal. Upon verification of removal, CenterPoint Energy shall reissue the applicable Site License for the remaining Authorized Attachments. In the event the inspection finds that an Attachment has not been removed from CenterPoint Energy's Poles in the field, such Attachment shall remain subject to the terms and conditions of the Pole Attachment Agreement and the Attacher will be assessed the fees associated with the inspection.

### **Abandoned Attachment**

Attacher shall bear all costs of removal and any CenterPoint Energy costs incurred as a result of such removal, and shall continue to pay all attachment fees due to CenterPoint Energy under the applicable section of the Attacher's Pole Attachment Agreement up to and until the date on which such Attachment(s) have been removed from the abandoned Pole(s).

## **SECTION 16. Pole Transfer**

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CenterPoint Energy at times will send Attachers notifications of Pole Transfer requests. Pole Transfers occur when CenterPoint Energy's core business requires maintenance, renovation, or relocation of CenterPoint Energy's facilities, and Attachers' facilities will be affected. CenterPoint Energy requires Attachers to respond and transfer their facilities within 45 days from the date notice is provided.

Failure to complete the Pole Transfer of the Telecommunication Attachments within 45 days will result in CenterPoint Energy relocating and/or removing Attachers' facilities at Attachers' sole cost and expense.

## **SECTION 17. Property Rights**

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In all situations, prior permission must be obtained from property owners and governmental entities for use of private property and public roads. CenterPoint Energy assumes no responsibility for securing any permission that may be required, and attaching companies should not assume that such permission exists based solely on the presence of CenterPoint Energy's facilities.

CenterPoint Energy will not obtain or negotiate rights-of-way for the benefit of any Attacher, and no guaranty is given by CenterPoint Energy of permission, from property owners, municipalities or others ("Right-of-Way Owners"). Attacher shall in all cases be solely responsible for obtaining consent, where necessary, from landowners and governmental entities involved.

Attachers must obtain all required permits and approvals from any municipality, homeowners association, or other public or private property owner. Attacher will resolve property owner complaints over the location of any Attachment on a Pole. In the event where resolutions are not reached with Right-of-Way Owners, such Attachments may be removed or relocated at Attacher's expense.

Attachers are at all times responsible for obtaining property rights or easements from Right-of-Way Owners for use of private property and public roads. CenterPoint Energy's approval of an Application or granting of a Site License in no way conveys a property interest in the underlying property. CenterPoint Energy assumes no responsibility for securing any permission that may be required, and Attachers should assume no such permission exists for them based solely on the presence of CenterPoint Energy's facilities.

## **SECTION 18. Foreign Poles**

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Many of the poles to which CenterPoint Energy's electrical lines are attached are not owned by CNP, and accordingly, CNP cannot give permission to attach to these poles. Attacher is responsible for obtaining all required permissions from the respective pole owner to install its attachments. Foreign pole ownership will be confirmed by CNP during the Application Process, however, ownership cannot be completely determined by Attacher in the field.

## **SECTION 19. Communication Attachments in Transmission ROW**

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Third-party communication attachments will be permitted by CenterPoint Energy in its Transmission ROW only where there is existing Distribution System underbuilt. Any proposed third-party communication attachments requested to be installed on CenterPoint Energy's Transmission poles, without Distribution System underbuilt are outside of the scope of the Communications Act, and may be allowed at CNP's exclusive discretion, only pursuant to separately negotiated commercial agreement.

For Transmission poles with Distribution underbuilt, where there are no previous attachments on the pole, the first attachment shall always be placed at the lowest position that complies with the greater clearance requirements specified by the NESC, CenterPoint Energy, or other applicable laws or codes. All subsequent communication attachments shall be made as low as possible to maintain required clearances.

## **SECTION 20. Communication Attachments on Distribution Pole with Streetlight**

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CenterPoint Energy will consider attachment to Distribution Poles with streetlights on them subject to the same criteria that would be applied for requests to attach to other Distribution Poles, pursuant to Section 6. All Attachment requests are subject to review for safety, reliability, engineering practice, and capacity concerns. CenterPoint Energy shall not permit any third-party communication attachments to any pole that is not part of its Distribution System.

## **SECTION 21. General Construction and Safety Considerations**

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CenterPoint Energy's Service Standards can be found online at this link: <http://www.centerpointenergy.com/en-us/Documents/Service-Standards.pdf>. These specifications are intended to provide CenterPoint Energy's requirements for attaching companies during the design and construction phases and ongoing maintenance of their communication plant attached to CenterPoint Energy's Poles.

As stated in the Introduction of these Guidelines, the information provided herein is intended to be used in conjunction with the National Electrical Safety Code (NESC). In the event of any conflict between the NESC and CNP's Standards, the latter shall prevail.

In all situations, it is the continuing responsibility of attaching companies to be familiar with, and adhere to these Guidelines, CNP's Standards, and the NESC during the installation, including any maintenance activities involving other parties attached to CenterPoint Energy's Poles.

## **SECTION 22. Identification Guidelines for Communications Cables**

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While there are numerous designations for identification hardware, for the sake of simplicity, such hardware is referred to in these Guidelines as "tags" and the process of physical identification is referred to as "Cable Tagging."

To facilitate CenterPoint Energy's notification to attaching companies during routine maintenance and in emergency situations, all communications cables on CenterPoint Energy's Poles must be identified with tags showing at least one of the following identifiers:

1. The attaching company's generally recognized business name
2. An identifying company logo
3. An emergency telephone number
4. Other mutually agreed upon identifying symbol

Effective January 1, 2012, attaching companies must tag each new cable installation at every pole to ensure adequate identification. Cables existing as of January 1, 2012, should be tagged during ongoing maintenance activities. Likewise, cable plant acquired during purchases of other attaching companies' systems should be tagged during ongoing maintenance activities.

Cables should be tagged at the time of installation. Attaching companies should make Cable Tagging an ongoing effort, and work toward complete Cable Tagging of all existing cables not previously tagged. Identification tags should be secured and permanently affixed to the attaching company's cable, and must:

- Be resistant to fading from the effects of weather, chemicals, etc.;
- Be generally consistent in appearance for a given attaching company throughout CenterPoint Energy's service area.;
- Have a typeface that is legible to an observer from ground level; and
- Avoid the use of sharp edges and corners (if constructed of metal) to prevent injury to personnel and damage to cables.

NOTE: For Attachers proposing Wireless Telecommunications Attachments to CenterPoint Energy's Poles, all of the foregoing tagging requirements are applicable.

## **SECTION 23. Pole Maintenance Identifiers**

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CenterPoint Energy attempts to identify and mark Poles that should not be climbed. CenterPoint Energy poles may be treated with chemical wood preservatives. Several types of metal tags and flags are used to identify the condition of CenterPoint Energy's poles. In all situations, it is the responsibility of any persons having valid reason to climb CenterPoint Energy's poles in performance of their job to first assess the structural integrity of poles prior to climbing. CenterPoint shall not, under any circumstances, be responsible in any case that an Attacher, or an Attacher's contractor disregards the identifiers described in this Section.