

**Pole Attachment Permit
PUBLIC/COMMUNITY SERVICE**

Georgia Power Company Permit No. _____

The Georgia Power Company, hereinafter referred to as "the Company," hereby grants permission for the following designated party, hereinafter referred to as "the Licensee," to install the following described facilities to and upon the Company's pole or poles as described below:

City of Roswell

Name of Licensee
38 Hill Street, Suite 235

Mailing Address
Roswell GA 30075

City State Zip Code
Phone Number: 770-594-6420

Fax Number: 678-639-7545

E-Mail Address: transcustomerserviceteam@roswellgov.com

Number of Poles: 3. Location of Poles (sketch to be attached and incorporated herein as Exhibit "A"): _____

Description of Licensee's Facilities: City of Roswell will install one traffic monitoring camera on each pole.

Said facilities shall be installed by the Licensee, at a point on the pole which is mutually agreeable. Licensee shall not make contact in any way whatsoever with the conductors or appurtenances of the Company's electric system during the installation, operation, maintenance, or removal of its facilities.

Said Permit is for the use, benefit, and convenience of the Licensee in performing a non-revenue community service and the installation, use, operation, and maintenance thereof is subject to the conditions on the attached two page Exhibit "B" of this Permit.

Licensee may not attach any facilities to the poles subject to this Permit until _____.
(Date to be filled in by Company)

This Permit is requested by the Licensee by signing two (2) copies of this Permit and is granted by the Company subject to the conditions herein contained and is effective upon Company's written acceptance.

Name of Licensee
By: _____
Title: _____
Date: _____

Georgia Power Company
By: _____
Title: _____
Date: _____

Exhibit A
Pole Description

Exhibit B
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This Permit to install facilities to and upon poles of the Company is subject to the following conditions, to wit:

1. Title to the facilities shall remain vested in the Licensee, however, its presence on the pole does not in any way vest in the Licensee any right of ownership, possession, or control of the pole occupied, regardless of the period of occupancy, however extended.
2. The facilities shall be installed and maintained by the Licensee in accordance with the requirements of the National Electrical Safety Code, any and all applicable laws or local codes, and the requirements of the Company in force and effect at the time of such installation or as amended from time to time.
3. All activities undertaken by the Licensee pursuant to this Permit shall be conducted in a manner as will not interfere with Company facilities or third party facilities attached to Company's poles.
4. The Licensee, at its sole cost and expense, shall make such change or changes in its facilities as may be requested from time to time by the Company, to avoid conflict by this occupancy with the needs of the Company. The Licensee, without limiting the generality of the foregoing, expressly agrees to relocate its facilities at its sole cost and expense if at any time, because of the requirements of any governmental agency, changing circuit requirements, or for any other reason whatsoever it becomes necessary to relocate the pole on which said Licensee facilities are located. Under all circumstances where relocation is required or requested under this Permit, the Company may, at its option, relocate Licensee's facilities and the Licensee agrees to promptly pay Company all costs and expenses associated with such relocation of Licensee's facilities.
5. It is understood that the permission herein granted shall insure to the benefit of and be binding on the heirs, administrators, successors, or successor corporations or assigns of the parties hereto.
6. The Licensee agrees that the permission herein granted shall in no way modify or restrict the existing rights of the Company to construct, operate and maintain electric facilities on the lands of the Licensee or others.
7. The Licensee agrees to obtain and maintain at Licensee's expense all necessary state, county, or city permits to install and maintain Licensee's facilities as contemplated in this Permit.
8. Where the pole is owned by a third party and occupied by Company, the Licensee shall at Licensee's expense obtain permission from said third party before locating its facilities on the pole.
9. The activities of the Licensee undertaken pursuant to this Permit shall be at the sole risk and expense of the Licensee.
10. The Licensee agrees to comply with Official Code of Georgia 46-3-30 to-40 (HIGH VOLTAGE SAFETY ACT) and further agrees to notify any contractors that may be employed by the Licensee of the existence of said code sections by requiring any work to be performed in compliance with said code sections by including same as a requirement in its request for bids and including said requirement in any contract as a result of said bid. The Licensee further agrees and covenants to warn all persons whom the Licensee knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated except by distance and (d) dangerous.
11. The Licensee agrees to notify or have its contractor notify _____ of the Company at _____, telephone number (____) _____, at least two (2) days prior to commencing the construction activities contemplated under this Permit.
12. This Permit may be revoked by the Company, following sixty (60) days written notice to the Licensee or immediately upon written notice in the event the Licensee fails to comply with any provision of this Permit.
13. Licensee warrants that Licensee has obtained all permits and approvals required by the State of Georgia or any applicable local government for the attachment of Licensee's facilities to the Company's poles under this Permit.

Exhibit B
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14. Licensee shall tag and mark attachments in accordance with the following: (i) tags shall be placed on Licensee's facilities at every pole, (ii) multiple attachments on the same pole shall be marked, (iii) the tag marker shall have a life span of no less than 10 years, (iv) letter height on tag markers shall be at no less than $\frac{3}{4}$ of an inch in height, (v) letters on the tag marker shall be black on an orange background, (vi) the tag marker must be legible from the ground, and (vii) the Licensee's name and the Georgia Power Company Permit Number on the front of this Permit shall be displayed on each marker.
15. Licensee warrants that none of the Licensee facilities attached under this Permit are subject to mandatory attachment rights under 47 U.S.C. § 224.
16. To the extent allowed by law, the Licensee hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend the Company, its agents and employees, from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from Licensee's construction, or maintenance of Licensee's facilities, pursuant to this Permit.
17. Throughout the term of this Permit, Licensee shall maintain insurance coverage which is sufficient to protect Company against any claims arising from or related to this Permit. Licensee shall make Company the named beneficiary with rights of notice before cancellation and immediately deliver such certificate to Company. Without limiting the foregoing, Licensee shall maintain in force and effect one or more general liability insurance policies providing minimum coverage (including, without limitation, coverage for liabilities contractually assumed) of two-million dollars (\$2,000,000) per occurrence and in the aggregate for bodily injury, and two-million dollars (\$2,000,000) per occurrence for property damage. All insurance coverage obtained by Licensee hereunder shall include coverage for liabilities contractually assumed and contain a waiver of subrogation in favor of Company or name Company as an additional insured. Licensee and its employees shall comply with all requirements of the Workers' Compensation Laws of the State of Georgia.
18. Camera attachments are permitted subject to the terms of this Permit provided that Licensee limits the use of such camera attachments to lawful purposes. When required by law, Licensee, or any governmental entity with access to Licensee's cameras, will obtain any necessary authority, or order from a court with appropriate jurisdiction and provide Company with a copy of said authority or order prior to Licensee's use of any applicable cameras.