



15 August 2018

MEMORANDUM No. 2018-055

TO : ALL ELECTRIC COOPERATIVES (ECs)

SUBJECT : STANDARD JOINT POLE AGREEMENT AND POLE RENTAL RATE

On July 25, 2018, the NEA Board of Administrator conducted the 12th Regular Board meeting and approved the Standard Joint Pole Agreement and the new pole rental rate to be used as guide and serve as template by the ECs.

This initiative was in collaboration with the Philippine Association of Technical Managers of the ECs and NEA Engineering Department for the purpose of maintaining the reliability of services dependent on utility poles, improved pole aesthetics, and to protect Member-Consumers-Owners (MCOs) from the risk of service interruption, electrocution, and fire from downed poles and electric lines.


The pole rental rate is now four hundred and twenty pesos only (P420.00) per cable position per pole per annum.

The provision in the Standard Joint Pole Agreement shall serve as a minimum and any changes or addition must be fair to both parties and should eventually benefit the MCOs.

In this regard, the 2006 Pole Rental Rate for Communication Cables is hereby superseded and the ECs are enjoined to fully adhere to this new NEA policy effective immediately after the filing, publication and recording before the University of the Philippines' Law Center pursuant to Book VII, Chapter 2, Section 3 of the 1987 Administrative Code of the Philippines.

For your compliance.


Thank you.


EDGARDO R. MASONGSONG
Administrator

NATIONAL ELECTRIFICATION
ADMINISTRATION
Office of the Administrator



NEA-OA255371

 8/20/18



NATIONAL ELECTRIFICATION ADMINISTRATION
 "The 1st Performance Governance System-Institutionalized National Government Agency"
 57 NIA Road, Government Center, Diliman, Quezon City 1100



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August 29, 2018

THE DIRECTOR

Office of the National Administrative Register
 University of the Philippines Law Center
 U.P Law Center, Diliman
 Quezon City

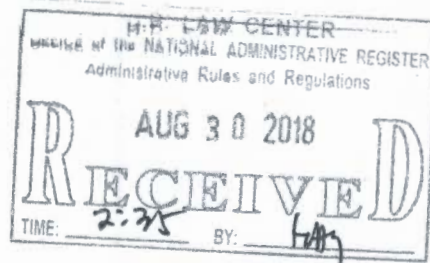
Sir:

Pursuant to Book VII, Chapter 2, Section 3 of the 1987 Administrative Code of the Philippines, we are respectfully submitting to the U.P Law Center for filing, publication and recording the attached certified true copies of the **"STANDARD JOINT POLE AGREEMENT AND POLE RENTAL RATE"** promulgated by the National Electrification Administration (NEA) in accordance with its authority under Section 5 of P.D. No. 269 as amended.

Thank you very much for the usual and kind assistance of the U.P Law Center.

Very truly yours.

ATTY. ALEXANDER PAUL T. RIVERA
 Corporate Board Secretary V





NATIONAL ELECTRIFICATION ADMINISTRATION
"The 1st Performance Governance System-Institutionalized National Government Agency"
57 NIA Road, Government Center, Diliman, Quezon City 1100



STANDARD JOINT POLE AGREEMENT

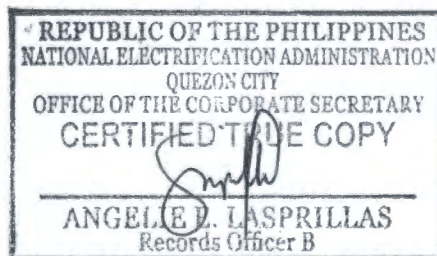
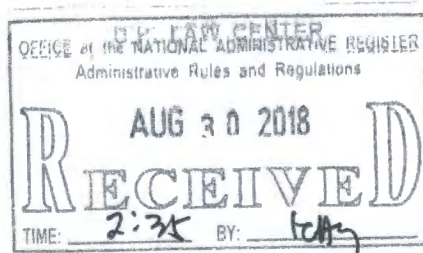
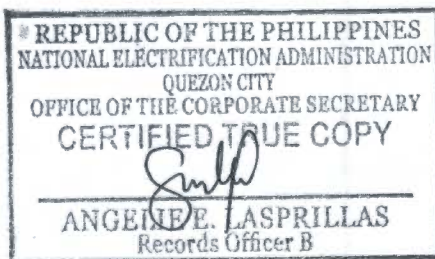
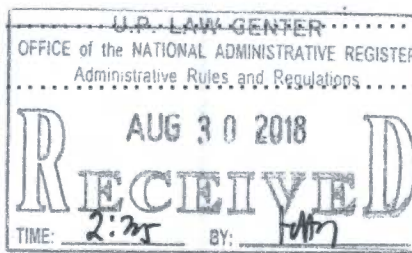


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STANDARD JOINT POLE AGREEMENT (JPA)

This Agreement, made and entered into, by and between:

_____ ELECTRIC COOPERATIVE, INC. a cooperative duly organized and existing under the laws of the Philippines, with principal office located at _____, represented by its Board President, _____, hereinafter referred to as "Lessor";

-and-

_____, a corporation duly organized and existing under the laws of the Philippines, with office address at _____ represented by its _____
(Lessee's assigned signatory), (name and position),
hereinafter referred to as known as the "Lessee";

WITNESSETH: That -

WHEREAS the Lessor owns, operates and maintains lines of wires, cables and poles and is engaged in the business of providing electrical service within its franchise area particularly in the Municipalities of _____;

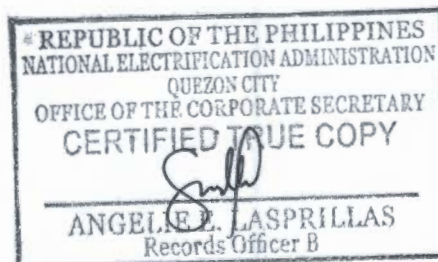
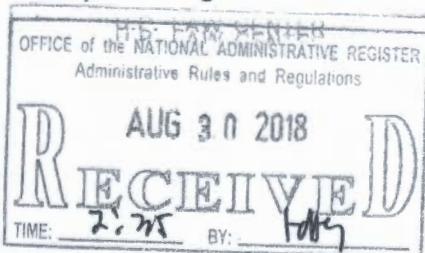
WHEREAS, the Lessee operates and maintains, communication facilities within the Lessor's franchise area where the Lessor has existing electric pole;

WHEREAS, the Lessee desires to use the Lessor's Communication Space for its communication facilities; and

WHEREAS, the Lessor has agreed to lease to the Lessee the said Communication Space, under the terms and conditions set forth herein.

WHEREAS, the conditions which determine the necessity or desirability of joint use depend upon the service requirements of both parties, including considerations of safety and economy, and that the LESSOR is the sole judge to determine whether the pole is suitable for joint use or not.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereinafter set forth, the parties agree as follows:



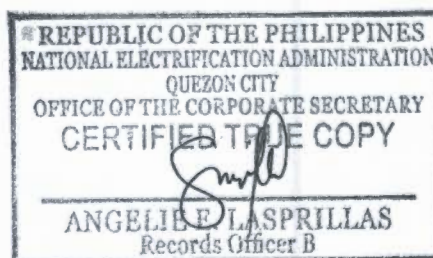
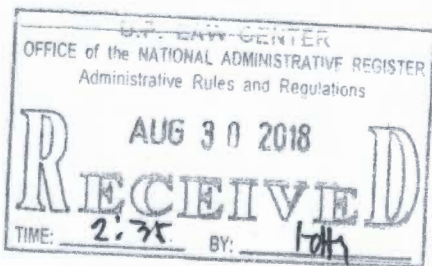
**ARTICLE I
GENERAL PROVISIONS**

This Agreement covers the Communication Space of existing and subsequently erected electric distribution poles of the Lessor for jointly use within its franchise area. This does not grant the Lessee absolute access to and use of any contracted Communication Space. Before any attachment is made to the pole, the Lessee shall submit a project proposal/request to attach for evaluation and approval by the Lessor.

**ARTICLE II
DEFINITION OF TERMS**

For purposes of this Agreement, the following terms when used herein shall have the following meanings:

- a) "*Attachments*" on Standard Joint Pole shall also include guys, poles fixtures, and other accessories aside from the basic communications facilities.
- b) "*Communication Space*" shall be the vertical space on a Standard Joint Pole, typically between the elevations of eighteen feet (18 ft.) and twenty one feet (21 ft.) above ground level.
- c) "*Communication Facilities*" means, when used to describe facilities attached to a Standard Joint Pole, Lessee's facilities used to transmit telephone, internet, cable television, or other signals as defined by the Philippine Electrical Code.
- d) "*Change in Character of Electric Supply Circuit*" means a change on a Standard Joint Pole line construction due to addition of circuit or circuits or equipment which require additional space on the pole;
- e) "*Construction Standards*" are those construction specifications outlines in drawings.
- f) "*Standard Joint Pole*" shall be a minimum of thirty-five (35) foot-pole owned by the Lessor of a class sufficient in strength to meet the requirement of the latest edition of the Philippine Electrical Code, (PEC) Part II for jointly used poles.
- g) "*Third party*" is defined as an entity aside from the Lessor and the Lessee whose role in this Agreement may fall in any of the following instances:
 - i. A Private Property Owner requesting for either pole and/or guy relocation for his own conveniences.



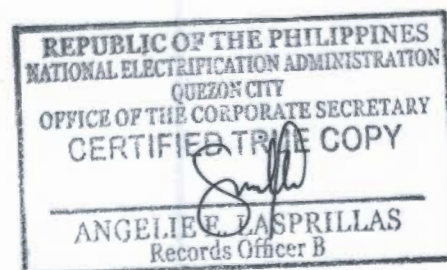
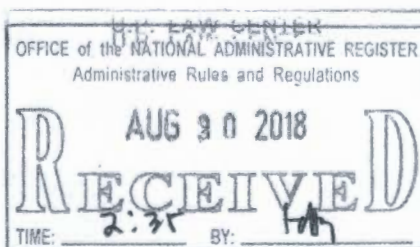
- ii. Any Local or National Government Unit, National Institution, or Government Agency requesting for either pole and/or guy relocation, the purpose of which is not directly related nor covered by public work projects.
 - iii. Any private citizen or entity or any government entity who may have a claim for damages arising from situations stipulated under Section 16 of this Agreement.
- h) "Unauthorized Pole Attachment" means a pole attachment(s) installed by Lessee at a point in time when the Lessee did not receive, or had not yet received, written authorization from Lessor to install such attachment, or a pole attachment that has been installed by Lessee that is not in compliance with the requirements of this Agreement.

**ARTICLE III
REQUEST TO ATTACH (RTA)**

Section 1. Any Attachments and/or revisions to be made by the Lessee of its communication facilities and related equipment to Standard Joint Pole, whether for one pole or for a number of poles, shall be covered by a project proposal/request to attach with corresponding detailed design drawings, locations, pole numbers and character of circuits. Both parties shall undertake a joint inspection within ten (10) days from submission of RTA and the Lessor shall notify the Lessee of the approval, conditional approval or denial of the request through fax, electronic mail or other electronic means within five (5) days after receipt. If approved, the Lessor shall issue a Notice to Proceed to the Lessee prior to implementation of the proposed project.

Section 2. The Lessor reserves the right in its sole discretion to exclude any of its poles from jointly used poles under this Agreement for any reason Lessor deems appropriate, including without limitation poles which in the Lessor's judgment are necessary for its own sole use, and poles which support, or are intended to support, facilities of such a character that in the Lessor's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable. Lessee agrees that the Lessee's use of the Communications Space shall be contingent upon there being enough pole space remaining beyond that required by the Lessor.

Section 3. Right of Way for others Party's - No guarantee is given by the Lessor that any necessary permission from other property owners, municipalities or other entities for the use of its poles by the Lessee shall be granted. If objection is made and the Lessee is unable to satisfactorily settle the matter within a reasonable time, the Lessor may require the Lessee to remove its Attachments from the pole involved and the Lessee shall within fifteen (15) days after receipt of said notice, remove its Attachments from such poles at its sole expense; otherwise the Lessor may affect the removal at the expense of the Lessee.



Section 4. Unauthorized Pole Attachment. A pole attachment(s) installed by Lessee at a point in time when the Lessee did not receive, or had not yet received, written authorization from Lessor to install such attachment, or a pole attachment that has been installed by Lessee that is not in compliance with the requirements of this Agreement.

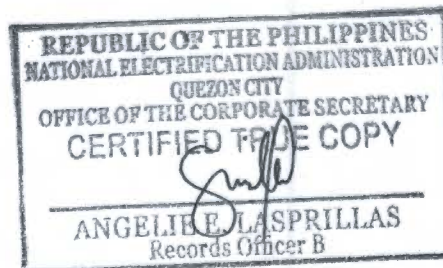
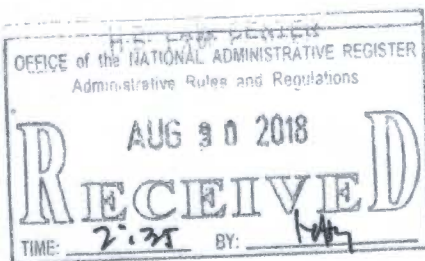
Section 4.1. If any of the Lessee's pole Attachment(s) for which no written permission has been issued by the Lessor shall be found attached to the Standard joint Pole, the Lessee shall be notified of such Unauthorized Pole Attachment. The Lessee shall contact the Lessor within thirty (30) calendar days of such notification in an effort to resolve such Unauthorized Pole Attachment. If, in the judgment of the Lessor, such Unauthorized Pole Attachment must be removed, the Lessee shall remove said Unauthorized Pole Attachment within ten (10) working days upon receipt of a written notification to do so. In the event that the Lessee fails to remove such Unauthorized Pole Attachment within such ten (10) day period, the Lessor may, at Lessee's expense, remove any such Unauthorized Pole Attachment.

Section 4.2. No act or failure to act by the Lessor with regard to the Unauthorized Pole Attachment by Lessee shall be deemed as a ratification of or permission for the Unauthorized Pole Attachment. If any such permission should be subsequently issued, such permission shall not operate retroactively or constitute a waiver by the Lessor of any of its rights and privileges under this Agreement; provided, however, that the Lessee shall be subject to all liabilities, obligations and responsibilities of this Agreement from its inception with regard to any Unauthorized Pole Attachment.

**ARTICLE IV
SAFETY REGULATIONS AND CLEARANCES**

Section 5. Safety regulations and clearances as specified in drawings numbered SJPD01 – SJPD07 hereof, shall be maintained and observed in all Standard Joint Pole.

Section 6. All communication facilities attached to Standard Joint Pole shall be installed in a manner to ensure compliance with all applicable engineering and safety standards governing the installation, maintenance and operation of Communication and Distribution Facilities and the performance of all work in or around such facilities, including without limitation the most recent versions of Philippine Electrical Code, the Construction Standards of the National Electrification Administration, the Philippine Rural Electrification System Safety Handbook and the regulations of the Occupational Safety and Health Standard, each of which is incorporated by reference in this Agreement, as such standards, regulations and codes may be revised from time to time, and/or other reasonable safety and engineering requirements of Lessor or local authority with jurisdiction over the Lessor.



Section 7. Lessee shall NOT install any Pole Attachments higher than twenty one feet (21') above ground level on any Standard Joint Pole in order to allow for the Electrical Energy Space at the top of the pole. For the purpose of this Agreement, Lessee's Communications Space shall occupy 1.0 feet of vertical space on a Standard Joint Pole and Lessee agrees that the use of the Communications Space for Lessee Communications Facilities shall be contingent upon there being enough pole space remaining to provide basic clearance as required by Lessor's Construction Standards.

Section 8. The Lessee shall ensure that its crossover cable or wires, along or across the railroad, road, street and highway, do not sag lower than eighteen feet (18 ft.)

Section 9. The Lessee shall maintain a minimum clearance of two feet six inches (2 ft. 6 in.) between its cable and the Lessor's secondary wires and a minimum clearance of eight feet four inches (8 ft. 4 in.) between its cables and the Lessors primary wires at mid span. The Lessor shall attach its secondary wires at the higher level of the pole with a minimum separation of four feet (4 ft.) from the point of attachment of Lessee's cable.

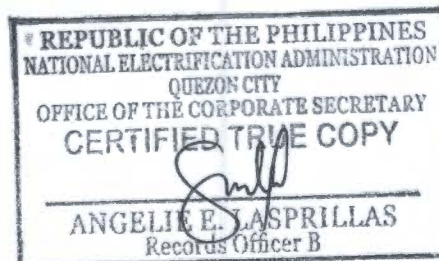
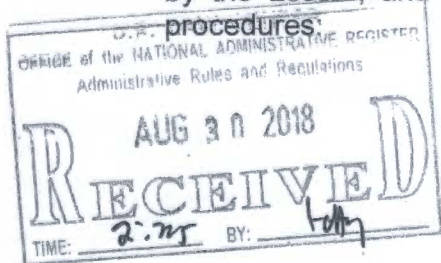
Section 10. For new application of service requiring the installation of a pedestal pole, the Lessor shall recommend to their prospective consumer the installation of such pedestal pole with sufficient height to maintain a vertical clearance of two feet (2 ft.) between conductors of both entities.

Section 11. On railroad, road, street and highway crossings, street corners and along bridges/river crossings whose width are twenty (20) meters and above, the Lessee shall install its own poles for safety reasons. In case the Lessee installs intermediate poles between existing taller Lessor poles to support its Attachments, the Lessee shall inform the Lessor at least seven (7) days from date of installation of said pole. The Lessee shall install intermediate poles lower than the Standard Joint Pole so as to avoid touching the electrical power lines bypassing the communication facilities. In case the Lessee installs intermediate poles equal or higher than the Standard Joint Pole, Lessee shall provide insulators on its installed intermediate poles that may touch the Lessor's distribution lines.

Section 12. The Lessee shall not be allowed to install tightly pulled cables. The tension on the cables shall be in accordance with safe engineering practices.

ARTICLE V INSTALLATION OF ATTACHMENTS

Section 13. Installation of Cables. Any or all cables which are intended for installation or attachment to Standard Joint Poles, must be duly approved by the Lessor, and the Lessee must adhere to the following rules and



Section 13.1. The attachment to Standard Joint Pole must be mounted only within the Communication Space allocated to it in such manner it would not deprive or affect the use of the Lessor of its poles nor deprive the other Standard Joint Pole users of adequate and effective use of the space allocated to them under separate contracts.

Section 13.2. The Lessee shall NOT bore holes or deface in any manner the Standard Joint Pole and use pole clamps for support of its approved attachments.

Section 13.3. The Lessee shall install down-guy on all angle run, corner run & dead-end construction before cable stringing;

Section 13.4. Lessee's cables/wires shall be installed and shall be bundled or clustered to prevent the wires from sagging and maintain its required safety clearance.

Section 13.5. The Lessee shall identify its own cable attached to the pole through a color coding tag or any identifying mark/design based on their approved national standard and should be made known to the Lessor.

Section 13.6. The Lessee shall install its own pole for safety reasons on railroad, road, street and highway crossings, street corners and along bridges/river crossings whose width/span is twenty (20) meters and above;

Section 13.7. The Lessee must not install any communication equipment/devices or roll of cables on the pole to keep the climbing space of Lessor's linemen clear at all times.

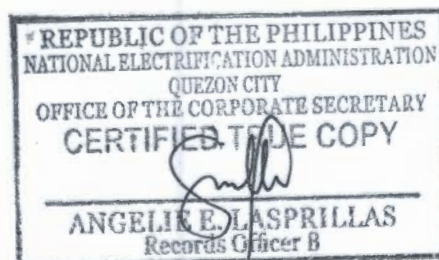
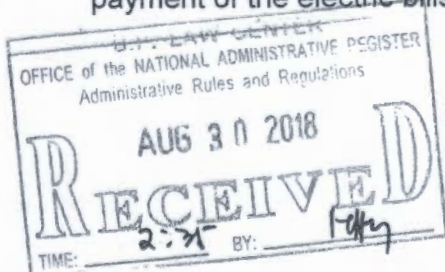
Section 13.8. The Lessee shall provide insulators on its installed intermediate poles that may touch the Lessor's distribution lines.

Section 14. Installation of Communication Equipment/Devices.

Section 14.1. The Lessee's power supply unit, riser conduit pole, terminal boxes and other devices shall be installed at its own pole/pedestal which shall be individually metered. The power supply unit, including the stub from the power supply unit to amplifier and metering equipment, shall not be mounted on, or attached to, the Lessee's cable facilities or the Lessor's poles.

Section 14.2. The Lessee shall not tap any of its loads directly to the Lessor's power lines. Violation of this rule shall be a ground for the immediate termination of this Agreement and the removal of the facilities of the Lessee, without prejudice to its liability under existing laws.

Section 14.3. The Lessee shall apply for electric service, if needed, with the pertinent distribution company and shall be liable for the payment of the electric bills.



Section 14.4. No riser conduits shall be attached by the Lessee to the Lessor's pole. The Lessee shall install its own riser pole to terminate its overhead and underground installations. Provided, that, the Lessor shall have the right to remove the Lessee's riser conduit without further notice if found attached to the Lessor's pole.

Section 14.5. The Lessee shall put a label to its terminal boxes, distribution boxes, equipment, or other devices for identification.

Section 15. Guy Support

Section 15.1. The Lessee shall install adequate guy support to Standard Joint Poles as may be required by its Attachments, especially at all angle-run and dead-end lines to prevent leaning or breaking of poles.

Section 15.2. The Lessee shall provide separate anchor blocks or rods to support its attachment and is hereby prohibited from attaching its guy support to the existing support facilities of the Lessor.

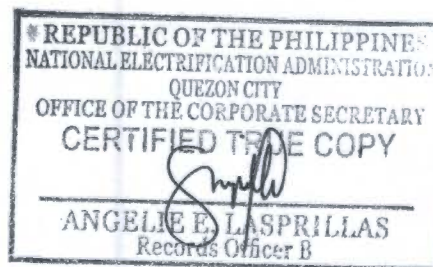
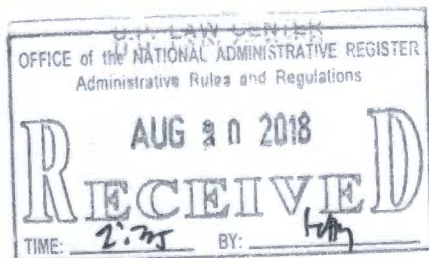
Section 15.3. The Lessee shall not make any attachment to the Lessor's pole if it is not possible to install sufficient guy support, or if the pole is in danger of leaning or breaking, or if due to the condition of the poles and existing Attachments, it is unsafe to make such attachment.

Section 15.4. The Lessee shall be responsible to the Lessor or third person for damages that may arise from the failure of the Lessee to provide guy support.

**ARTICLE VI
MAINTENANCE**

Section 16. Each party shall maintain, at its own expense, its own facilities on Standard Joint Poles. Lessor shall, at its own expense, maintain its poles in good condition and whenever necessary, shall replace the same also at its own expense, specifically but not limited to the replacement of rotten poles. Each party shall transfer its own Attachments to the new pole at its own expense. Lessee shall conduct regular inspection and examination of its cables and facilities and shall identify its own cable attached to the pole through a color coding tag or any identifying mark/design known to the Lessor.

Section 17. Whenever it is necessary to replace a Standard Joint Pole, Lessor shall, before making such replacement, give at least fifteen (15) day notice thereof in writing (except in cases of emergency where verbal notice will be given, and subsequently confirmed in writing) to the Lessee, the date and time of such proposed replacement, and the Lessee shall, on the date and time so specified, transfer its Attachments to the new pole. In the event the Lessee shall fail to transfer its Attachments to the new pole on the date and time specified in the notice, the Lessor shall remove the



pole and transfer the facilities to the new pole in the best and safest manner it could be done with whatever facilities and equipment available from the lessor. The Lessee shall save the Lessor from any liability whatsoever that may arise by reason of the said transfer. The cost of relocating the communication facilities shall be borne by the Lessee who failed to relocate its facilities spite of a notice.

Section 18. When replacing a Standard Joint Pole carrying terminals of aerial cable or underground connections, the new pole shall be set in such manner as to cause minimum expense in the transfer of the Attachments.

Section 19. Whenever there is a change in the road elevation due to government infrastructure project and which will affect the specified vertical clearance between two lines, both parties shall elevate their own facilities at their own expense.

Section 20. The Lessee shall ensure that all its communication facilities and related equipment including its service drops, are properly secured and bundled or clustered to prevent it from sagging and to meet the required safety clearances and aesthetics.

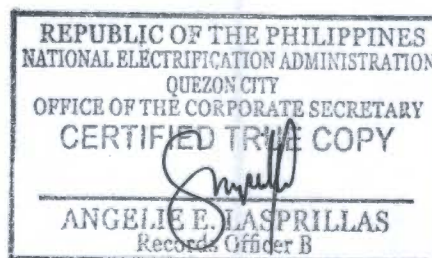
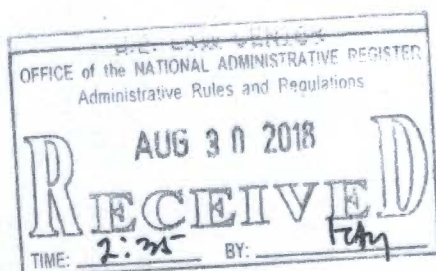
Section 21. Unused communication facilities and service drops should be removed by the Lessee from Standard Joint Poles. Non-removal shall be subject for inclusion on inventory and appropriate pole rental charges.

Section 22. Before installing replacement cables, the Lessee shall conduct a pole-clearing operation to ensure that all its idle, disconnected, and unused cables, service wires, drop wires, and other associated accessories and devices are removed and its low-sagging cables are re-tensioned to meet its required safety clearance.

ARTICLE VII POLE RELOCATION/ RETIREMENT AND VACATING BY LESSEE

Section 23. Pole Relocation. Whenever it is necessary to change the location of a Standard Joint Poles by reason of any national, provincial, city, municipal or government requirements or the requirements of a private property owner, or for any other reason, the Lessor shall, before making such change in location, give at least fifteen (15) day notice thereof in writing (except in case of emergency when verbal notice shall be given, and subsequently confirmed in writing) to the Lessee, specifying in such notice the date and time of such proposed relocation and Lessee shall on the date and time so specified, transfer its attachments to the pole to the new location.

Section 23.1. If the relocation is at the request of a third party, and the cost of the relocation cannot be charged to the said party, the same shall be at the expense of the party who owns the Attachments.



Section 23.2. If the relocation is for the convenience of the third party, said third party shall be charged by the Lessor and by the Lessee, separately, of the cost of relocating the pole, line re-routing and/or transferring of the line facilities attached on the affected pole/s.

Section 23.3. If the relocation is due to requirements of, or for the convenience of, either the Lessor or the Lessee, the cost of relocating the pole and the Attachments shall be at the expense of the party requiring and/or requesting such relocation and transfer of Attachments shall be at the expense of the party who owns the Attachments.

Section 24. Retirement of Poles. Standard Joint Poles must be retired by the Lessor upon giving written notice to the Lessee. Within fifteen (15) days upon receipt of such notice, the Lessee shall remove its facilities therefrom. The Lessor, on the other hand, shall remove its facilities on the date and time of retirement specified on said notice. If the retirement does not call for the installation of a new pole, the Lessee shall install its own poles and transfer its cables thereat.

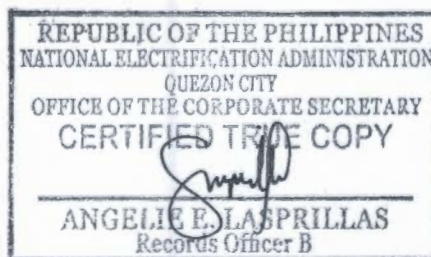
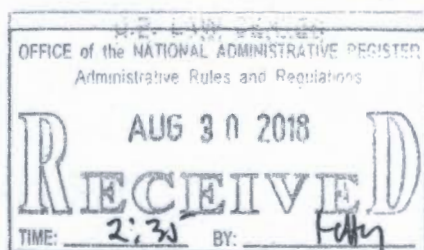
Section 25. Vacating Poles by the Lessee. The Lessee may discontinue the use of any Standard Joint Poles at any given time by giving the Lessor fifteen (15) days advance notice. Upon removal of all the facilities of the Lessee, rental thereon shall cease. In case the Lessee removes its Attachments without the knowledge of the Lessor, the rental shall continue and in effect until such time that the discontinuance is known to the latter.

ARTICLE VIII CHANGE IN CHARACTER CIRCUIT

Section 26. When either party desires to change the character of its circuits on Standard Joint Poles such that the services of the other party might be affected, the former shall give fifteen (15) days written notice to the other party of such contemplated change and in the event that both parties agree with such changes, then the proponent shall effect such changes. Each party shall unless otherwise agreed upon, bear its own cost of relocating the Attachments on existing or replaced poles as necessary.

Section 27. In the event, however, that agreement is not reached within fifteen (15) days from such written advice, then both parties shall coordinate with each other in accordance with the following plan:

- i. The parties shall determine the most practical and economical methods of effectively providing for separate lines and the party whose circuits are to be moved shall promptly carry out the necessary work.
- ii. The cost of re-establishing such circuits in the new location as are necessary to furnish the same service facilities that existed in the joint pole used at the time such change was decided upon, shall be determined and agreed mutually between the parties.



ARTICLE IX
COST OF CONSTRUCTION AND POLE RENTAL CHARGES

Section 28. The cost of erecting new Standard Joint Poles, either as new pole line, as extension of existing pole lines, or in replacement of existing poles shall be borne by the parties as follows:

Section 28.1. A Standard Joint Pole or a pole shorter than the standard shall be erected at the sole expense of the owner.

Section 28.2. A pole taller than the standard, the extra height of which is due wholly to the Lessor's requirements shall be erected at the sole expense of the Lessor.

Section 28.3. In case of a pole taller than the standard, the extra heights of which are due wholly to the Lessee requirements, the Lessee shall pay to the Lessor. The total cost of such pole shall likewise be borne by the Lessee.

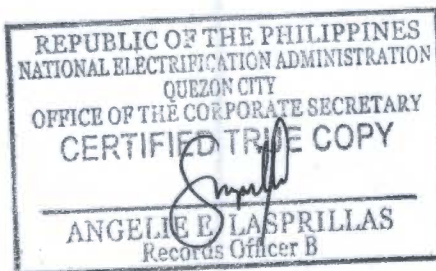
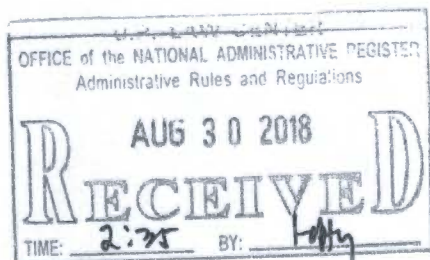
Section 28.4. In case of a pole taller than the standard where a height is in addition to that needed for the purpose necessary for both parties, to meet the necessary requirements of national, provincial, city, municipal or any agency of the government or a third party which cannot be charged (billed), the cost of installation or replacement due to such requirements shall be borne by the Lessor and each party shall install or transfer its own Attachments at its own expense

Section 28.5. In case of a pole taller than the standard where a height in addition to that needed for the purpose of either or both parties necessary to meet the requirements of either or both parties, the cost of installation or replacement due to such requirements as well as the cost of installing or transferring the Attachments thereto based on the respective costing done by both parties shall be borne by the party requiring the installation of the taller pole

Section 28.6. Any payment made by the Lessee, above-mentioned, for the pole taller than the standard shall not, and in any way affect ownership of said pole or the rentals thereof.

Section 29. Pole Rental Charges. Unless otherwise subsequently agreed upon by both parties, pole rental charges to be paid by the Lessee to the Lessor on all jointly used poles shall be in the amount of Four Hundred and Twenty Pesos (Php 420.00) per cable position per pole per annum.

Section 29.1. Billing shall be made on the basis of poles jointly used as of December 31 of the calendar year billed. The statement shall be rendered within the first quarter of the following year and payable within forty-five (45) days from the date of presentation.



Section 29.2. The number of poles jointly used shall be determined by inventory as provided under Section 33 hereof. During the year when no inventory is taken, the number of poles jointly used shall be determined by adding the reported net contracted to the previous inventory.

Section 30. Payment of Taxes. The Lessor shall pay all taxes and levies against it for the property owned by it. All special taxes in the nature of fees and public taxes of whatever character levied or made on account of Standard Joint Poles shall be paid by the Lessor owning the Standard Joint Poles.

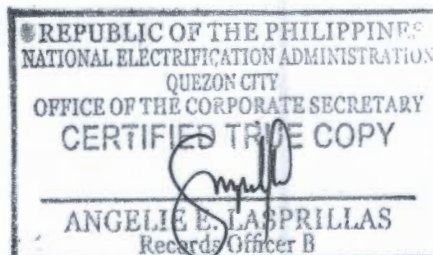
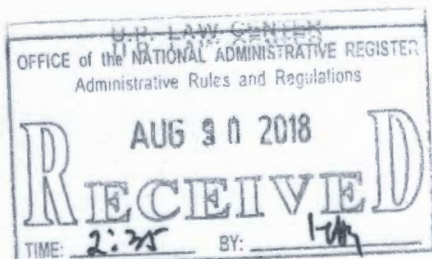
Section 31. Inventory. An inventory of Standard Joint Poles shall be made jointly by the Lessor and the Lessee within the first quarter of each year. All costs incidental to such periodic inventories shall be shouldered equally by each party.

ARTICLE X LIABILITIES AND DAMAGES

Section 32. Whenever any liability is incurred by either or both parties for damages, death or injuries to the employees or for damages to the property of either party, or for injuries to other persons or their property, arising out of the joint use of poles under this agreement, or due to the proximity of the wires and fixtures of the parties hereto attached to the Standard Joint Poles covered by this Agreement, the liability for such damages as between the parties hereto, shall be as follows:

Section 32.1. Each party shall be liable for any/or all damages for such death or injuries to persons or properties caused solely by its failure to comply at any time with the specifications herein provided for (ex. Not complying with the required standard clearance), or by any defect in, or breakage of, its wires, fixtures or connected apparatus, or any failure of same to function. Either party shall be held liable for any damage caused during the pay-outing of conductors. The party held liable for such death or injuries to persons or damage to properties will defend, indemnify and hold harmless the other party against such liability.

Section 32.2. Each party shall be liable for any or all damages for the death of, or injuries to its own employees or its own property that are caused by the concurrent negligence of both parties hereto, or that are due to causes which cannot be traced to the sole negligence of the other party.



Section 32.3. Each party shall be liable for one-half (1/2) of all damages for such death of or injuries to persons other than employees of either party and for one-half (1/2) of all such damages and injuries to property not belonging to either party that are caused by concurrent negligence of both parties hereto, or that are due to causes which cannot be traced to the sole negligence of both parties hereto, or that are due to causes which cannot be traced to the sole negligence of either party.

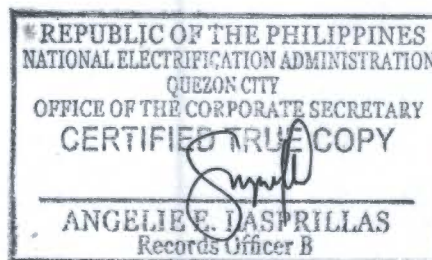
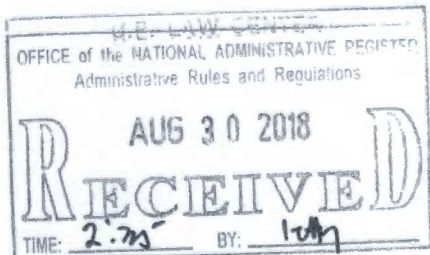
Section 32.4. The Lessor shall be held blameless and not in any manner responsible or liable for any death or injury to person or damage to property that maybe caused by or as a result of the Lessee Attachments. Likewise, the Lessor shall not be held liable for any damage to property or injuries to persons that may be caused by their poles which cannot be retired because of the Lessee's Attachments remaining intact and which are not yet removed from such owner's idle pole after a notice has been served and per provision set forth in this agreement.

Section 32.5. Where, on account of death or injuries of the individual described in the preceding paragraph, either party hereto shall make any payments to injured employees or their relatives or representative in conformity with the applicable provision of law creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, such payment shall be construed to be damages within terms of the preceding paragraphs, letters (a) and (b), and shall be paid by the parties hereto accordingly.

Section 32.6. All claims of damages arising hereunder that are asserted against or affect both parties hereto jointly, provided, however, that in case where the claimant desires to settle any such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable may at its election, pay to the other its one-half (1/2) share of the expense which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claims.

Section 32.7. In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder by the parties shall include, in addition to the amount paid to the claimant, all expenses incurred by the parties in connection therewith, which shall comprise costs, disbursements, and other proper charges and expenditures, but shall not include attorney's fees.

Section 32.8. The terms of this section are not intended to include damages on account of cutting and trimming of trees. All such damages shall borne by the party doing the cutting or trimming.



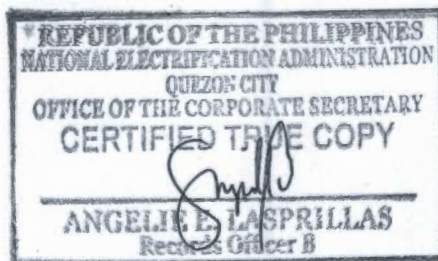
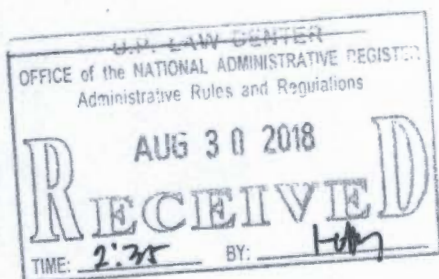
**ARTICLE XI
ASSIGNMENT OF RIGHTS**

Section 33. Except as otherwise provided in this agreement, neither party hereto shall assign/transfer or otherwise convey of this agreement or any of its rights or interests hereunder, or in any of the Standard Joint Poles, or the Attachments or rights-of-way covered by this agreement, to any firm, corporation, or individual, without the written consent of the other party; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, and owned, operated, leased, and controlled by it, associated or affiliated with its interest, or connected with it, the use of any pole covered by this agreement for the Attachments used by such party, in the conduct of its said business, and for purposes of this agreement, all such Attachments maintained on any such pole with the permission as aforesaid of either party hereto shall be considered as the Attachments of the party granting such permission, and the rights, obligations, and liabilities of such party under this agreement, in respect to such Attachments, shall be the same as if it were the actual owner thereof; provided, that in no case shall the non-owner be deprived of the effective use of the space allotted to it.

**ARTICLE XII
NOTICES AND CONDITIONS**

Section 34. Services of Notice. Whenever in this Agreement notice is required to be given by either party to the other, such notice must be made in writing and could be given/issued either by personal delivery or through registered mails to concerned office/s.

Section 35. Waiver of Terms and Conditions. The failure of either party to enforce or exact upon compliance with any of the terms or conditions of this Agreement shall not constitute as a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.



**ARTICLE XIII
EFFECTIVITY**

The term of this Agreement shall be effective for a period of ___() years and shall commence on _____, 20__ and ending on _____, 20__. Thereafter, it shall be considered automatically renewed from year to year unless terminated by either party for any valid cause upon a thirty (30) day notice to the other in advance of the intended date of termination in which case this contract shall be considered terminated at the end of the thirty (30) day notice.

IN WITNESS WHEREOF, the parties have caused the foregoing instrument to be executed by their respective officers, thereunto duly authorized, on this ___day of _____, 20__ at _____.

Electric Cooperative, Inc.
(Lessor)

Company of Lessee
(Lessee)

BY:

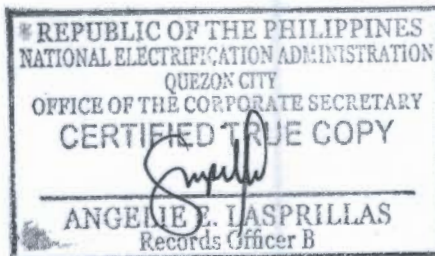
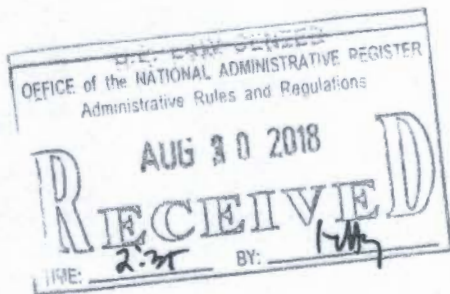
BY:

Board President

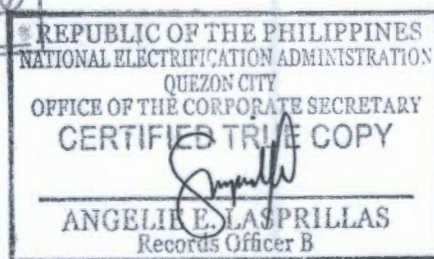
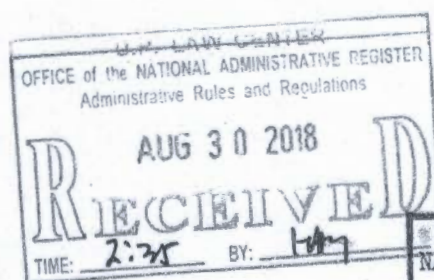
President

SIGNED IN THE PRESENCE OF:

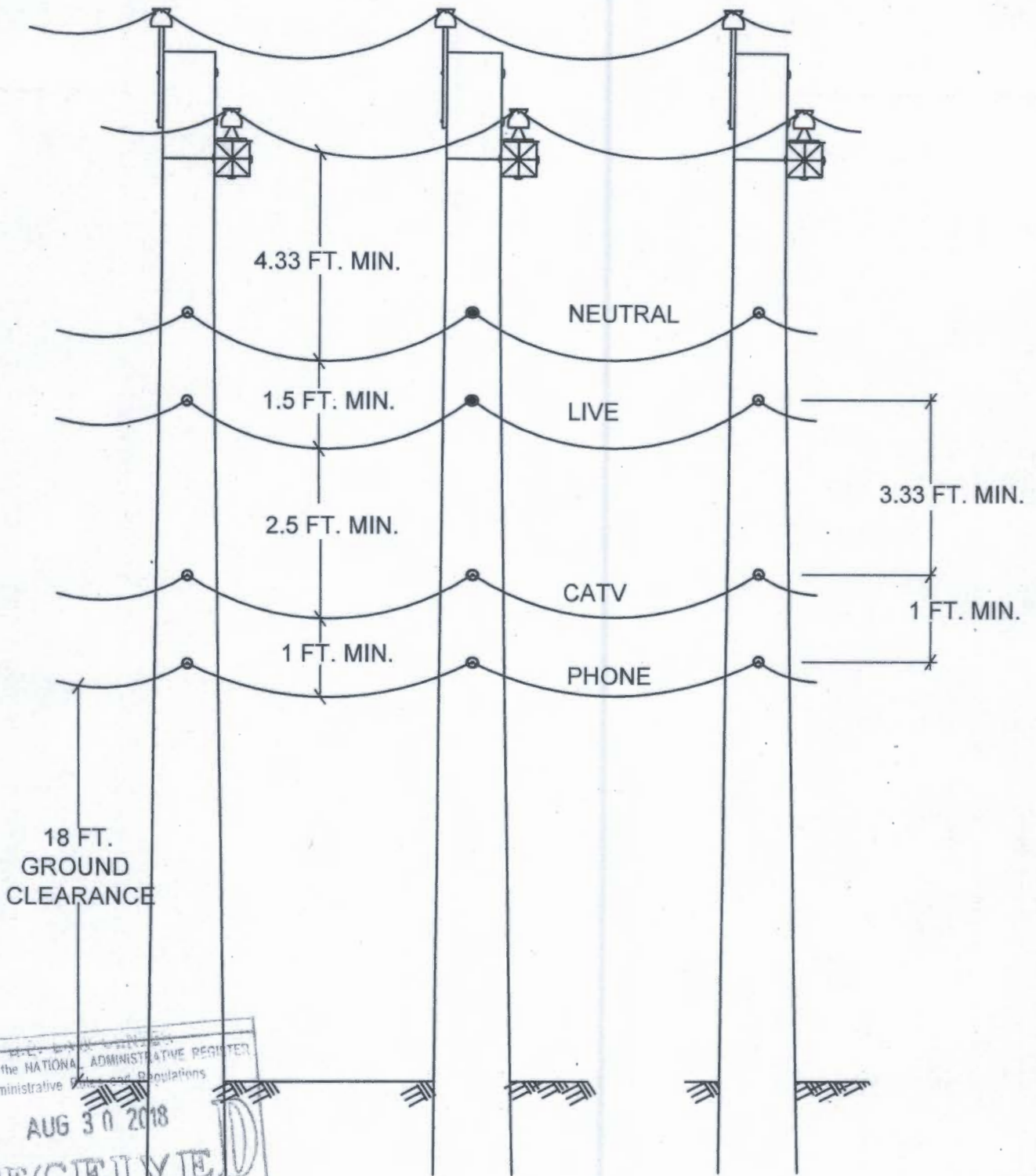
General Manager



STANDARD JOINT POLE DRAWINGS



CLEARANCE BETWEEN POWER NEUTRAL AND CATV OR PHONE ATTACHMENTS



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Administrative Code and Regulations

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18' CLEARANCE, SHOWN ABOVE, DESIGNATES CLEARANCE ABOVE ROADS. PHONE AND CATV COMPANIES MUST ENSURE THAT 18' IS ADEQUATE CLEARANCE TO MEET THE PEC REQUIREMENT OF 15.5 FEET AT MAXIMUM SAG CONDITION

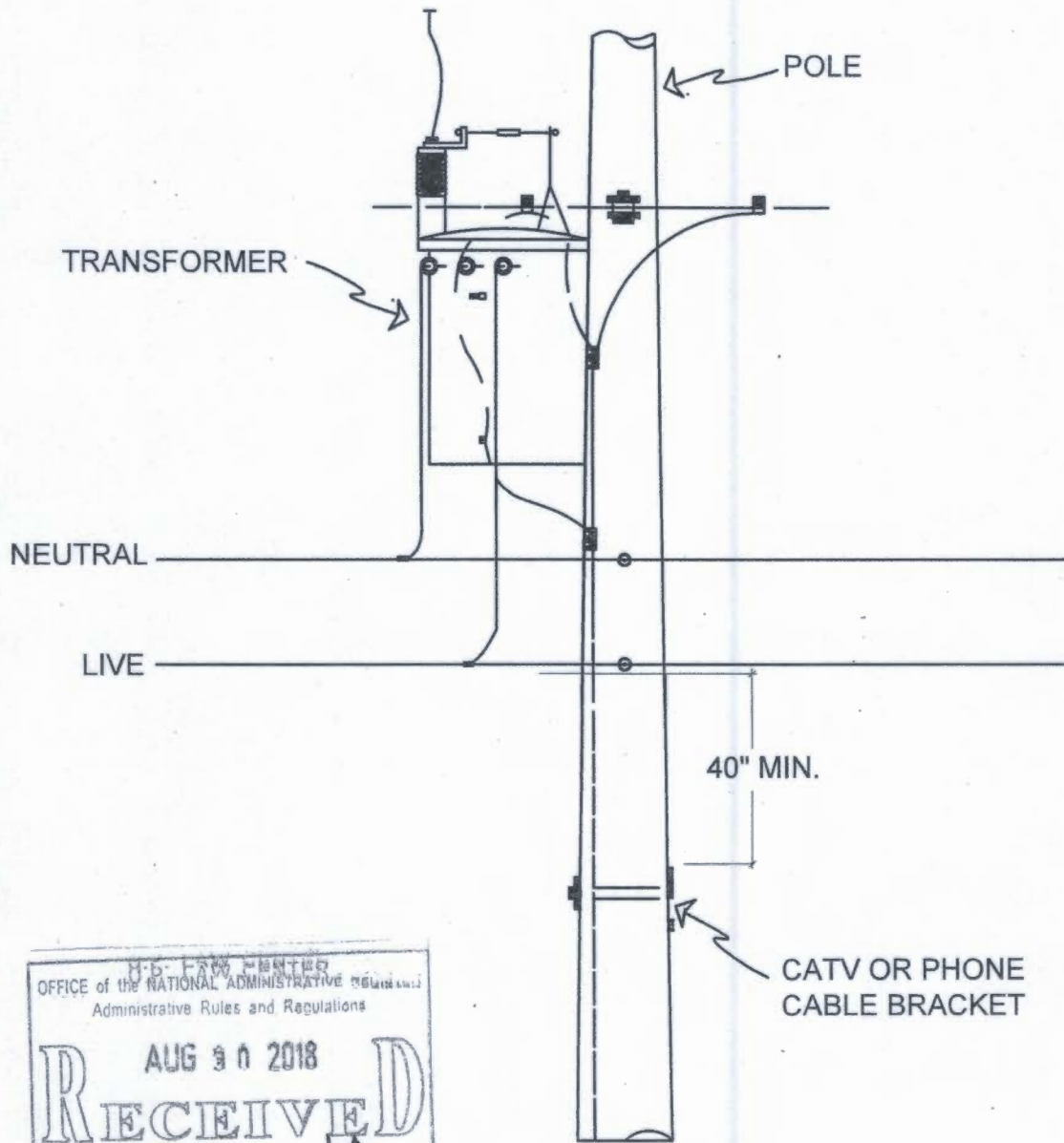
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QUEZON CITY
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[Signature]

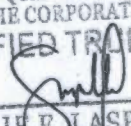
ANGELIE E. LASPRILLAS
Records Officer B

STANDARD JOINT POLE DRAWING		
STANDARD CLEARANCES FOR CATV OR TELEPHONE ATTACHMENT		
SJPD01	DATE:	REV'SD:
DRWN:	DATE:	REV'SD:

CLEARANCE FROM SERVICE WIRE TO CATV AND PHONE CABLE

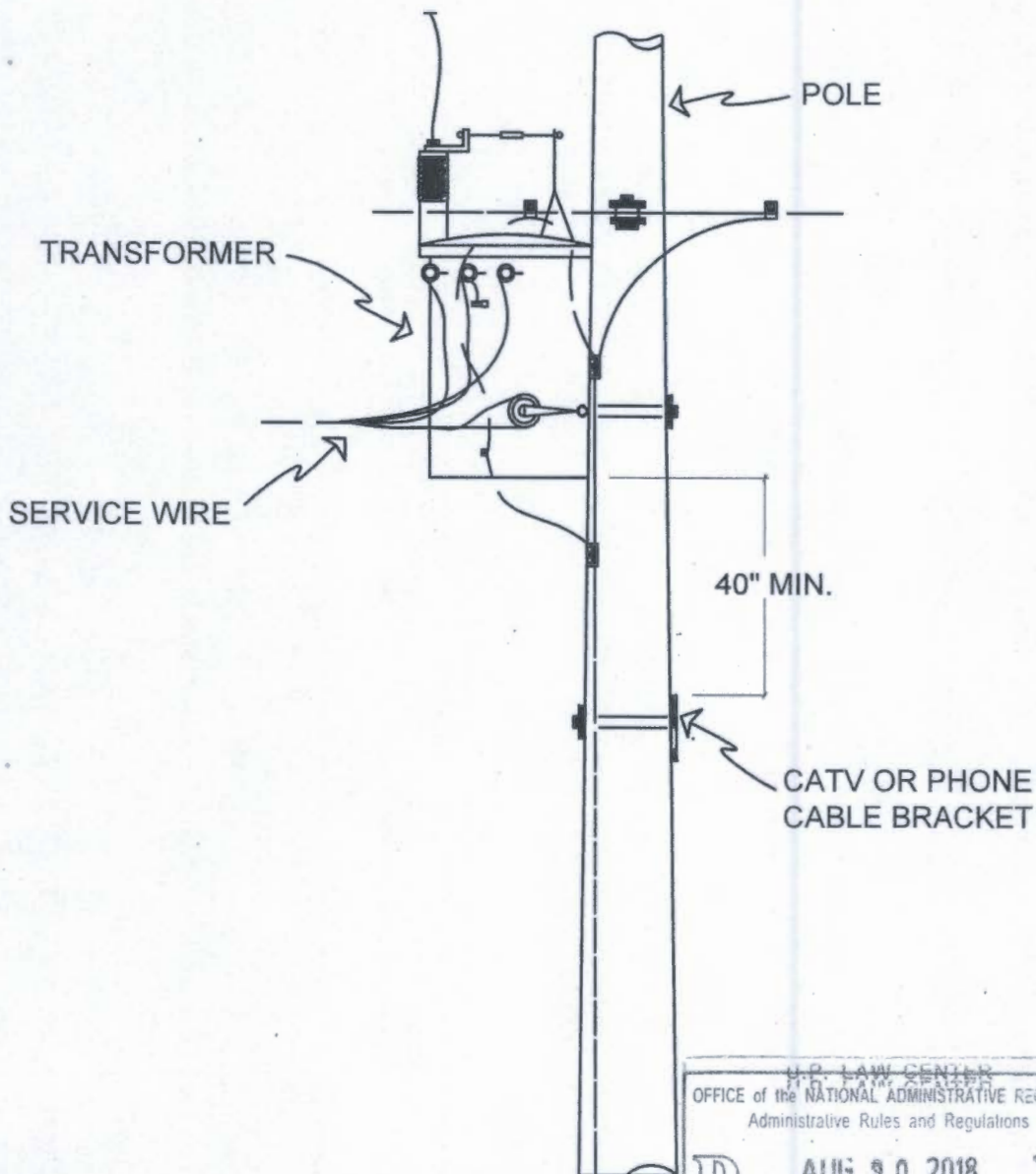


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ANGELIE E. LASPRILLAS
 Records Officer B

STANDARD JOINT POLE DRAWING		
STANDARD CLEARANCES FOR CATV OR TELEPHONE ATTACHMENT		
DRWN: SJPD02	DATE:	REVS'D:

CLEARANCE FROM TRANSFORMERS AND SERVICE WIRE TO CATV AND PHONE CABLE

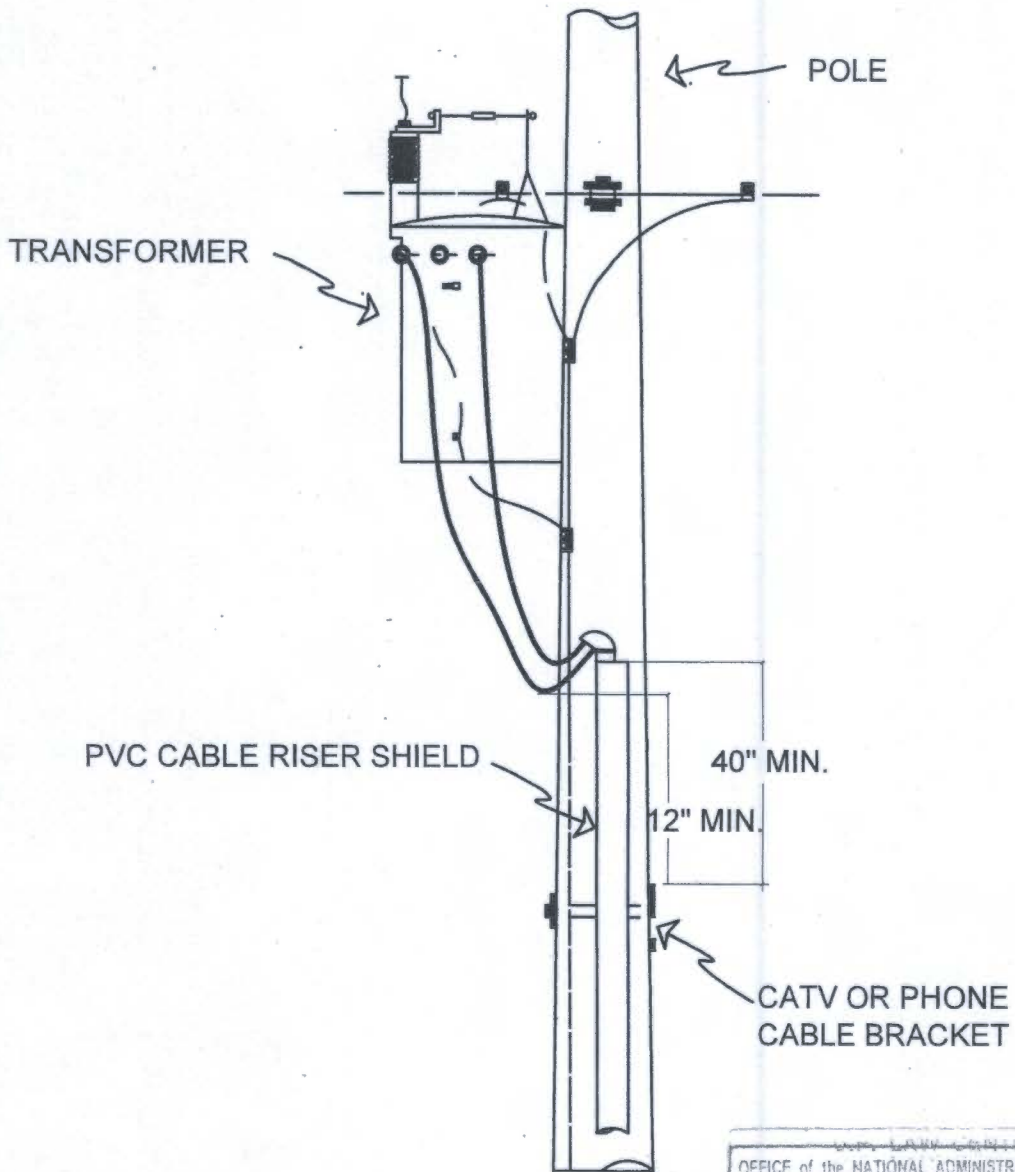


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 ANGELIE B. LASPRILLAS
 Records Officer B

STANDARD JOINT POLE DRAWING		
STANDARD CLEARANCES FOR CATV OR TELEPHONE ATTACHMENT		
SJPD03	DATE:	REVSD:

CLEARANCE FROM UNDERGROUND SERVICE RISER TO CATV OR PHONE ATTACHMENT



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STANDARD JOINT POLE DRAWING

STANDARD CLEARANCES FOR CATV
OR TELEPHONE ATTACHMENT

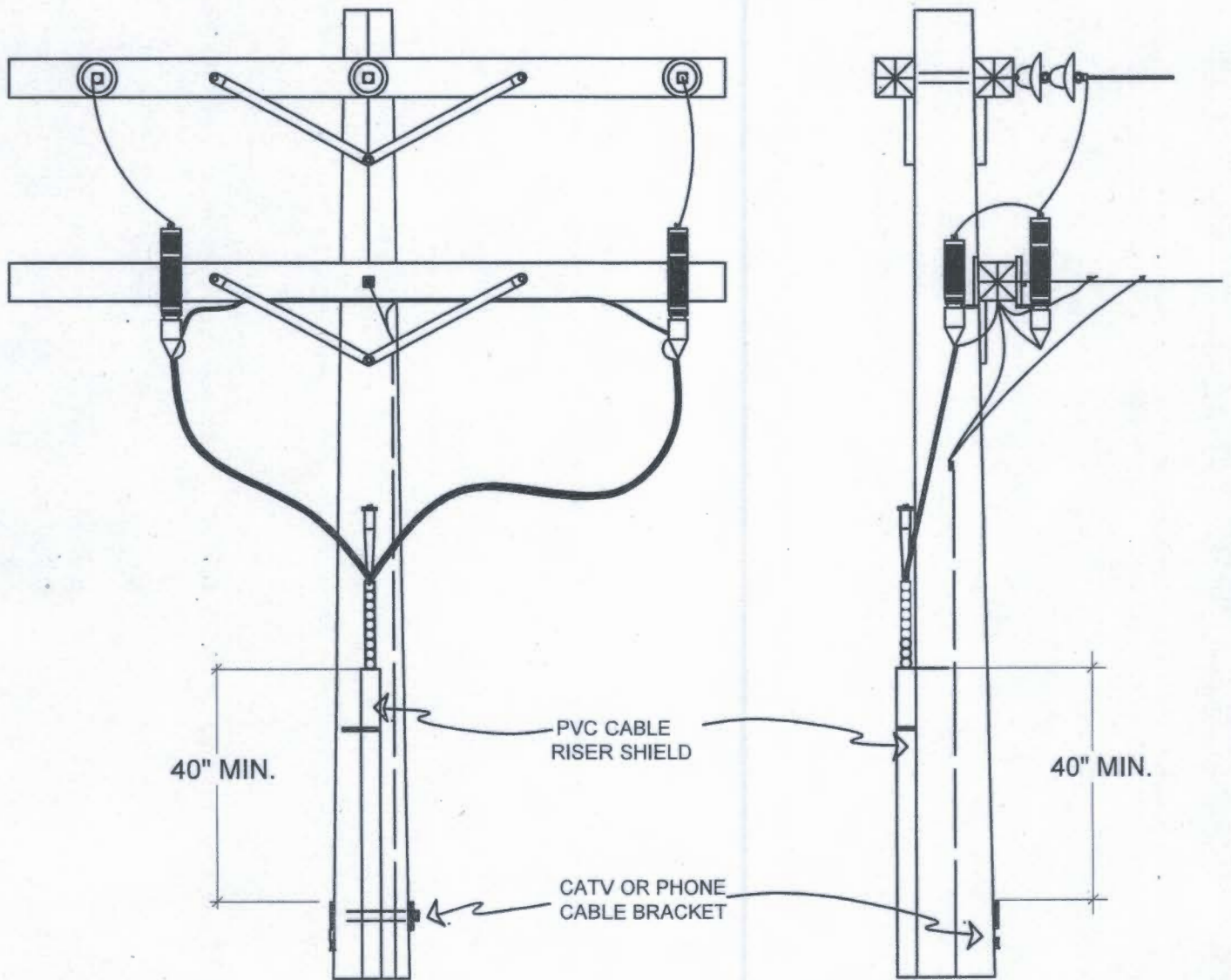
SJPD04

DRWN:

DATE:

REVS'D:

CLEARANCE FROM 7.62 / 13.2 KV RISER TO CATV OR PHONE ATTACHMENT

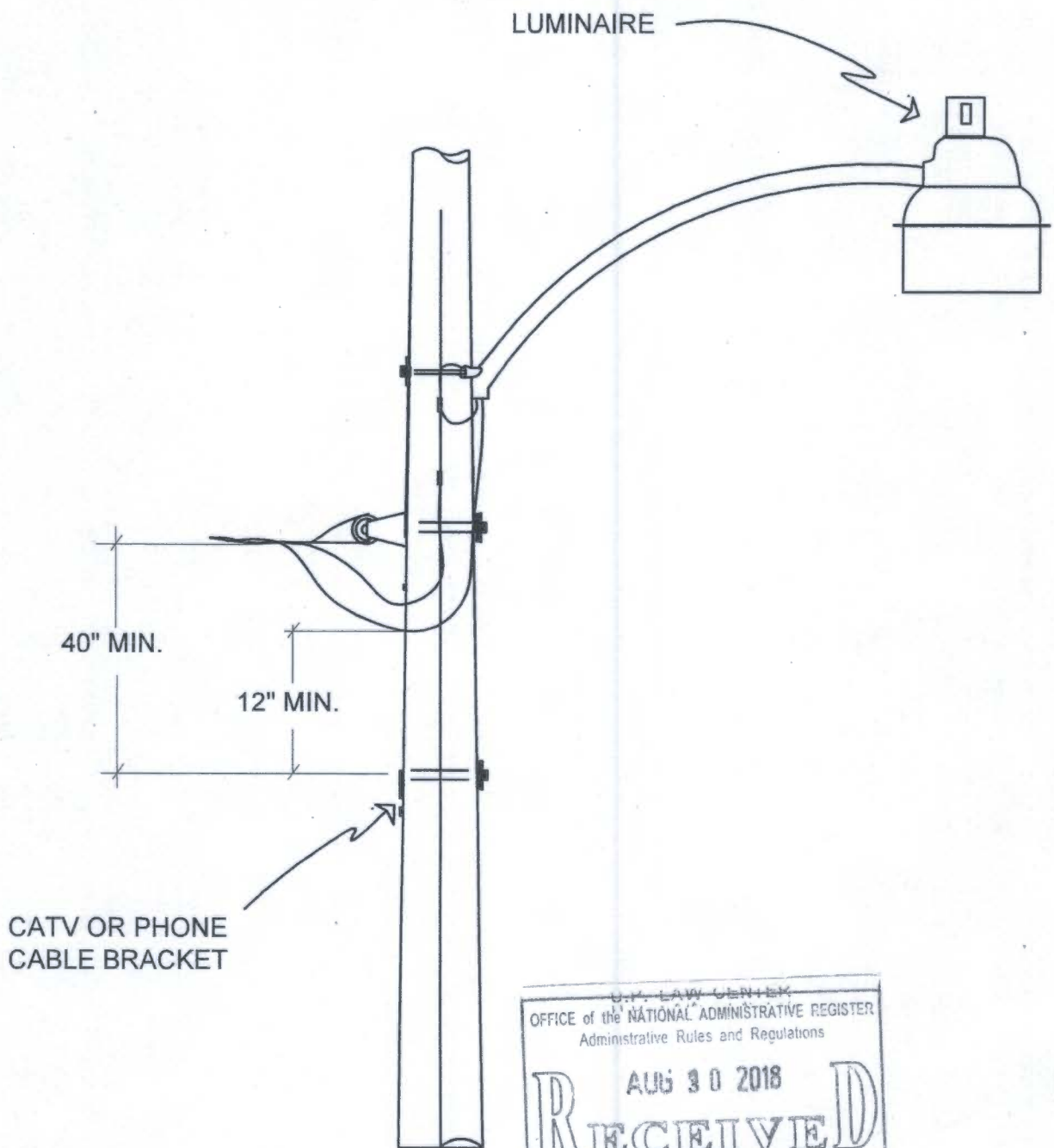


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STANDARD JOINT POLE DRAWING		
STANDARD CLEARANCES FOR CATV OR TELEPHONE ATTACHMENT		
SJPD05	DATE:	REV'S'D:
DRWN:	DATE:	REV'S'D:

CLEARANCE FROM LIGHTS TO CATV OR PHONE ATTACHMENT



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NOTE: BOTH THE 40" & 12" MUST BE MAINTAINED.

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ANGELIE E. LASPRILLAS
Records Officer B

STANDARD JOINT POLE DRAWING		
STANDARD CLEARANCES FOR CATV OR TELEPHONE ATTACHMENT		
SJPD06	DATE:	REVSD:

1'

TOP GRADE REQUIRED

PWR CO SPACE : 10' FOR 40 FT. POLE
6' FOR 35 FT. POLE

NEUTRAL SPACE 6'
(4' PWR CO)
(2' TEL CO)
22'- CATV ATTACH
20'- TELCO AQTACH/
GRADE

TELCO SPACE = 6 FT.

CLEARANCE
OVER STREET = 18 FT.

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GROUND LINE

DEPTH SET= 6' FOR 40 FEET POLE
5' FOR 35 FEET POLE

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ANGELIE D. LASPRILLAS
Records Officer B

STANDARD JOINT POLE DRAWING		
SPACE ALLOCATION FOR JOINT POLE		
SJPD07	DATE:	REVS'D:
DRWN:		