CL&P'S STANDARD FORM
POLE ATTACHMENT AGREEMENT FOR MUNICIPAL ATTACHMENTS BETWEEN THE CONNECTICUT LIGHT AND POWER COMPANY
AND [TOWN OF SOUTH WINDSOR]

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THIS AGREEMENT, made as of _____ ("Effective Date"), by and between The Connecticut Light and Power Company, a specially chartered Connecticut corporation with an office at 107 Selden Street, Berlin, CT 06037 (hereinafter called "Owner"), and Town of South Windsor, a Connecticut Municipality (hereinafter called "Municipality"). Collectively Owner and Municipality are referred to herein as the "Parties" or singularly as a "Party".

WITNESSETH:

WHEREAS, Connecticut General Statute Section 16-247 of the State of Connecticut has encouraged the shared use of existing facilities where possible; and

WHEREAS, Connecticut General Statute Section 16-233 and the May 17, 2000 Department of Public Utility Control decision in Docket No. 99-03-25RE01 provide each Connecticut municipality with the legal right to attach equipment to "one gain upon each public utility pole"; and

WHEREAS, this Agreement governs the terms and conditions under which the Owner agrees to allow Municipality to solely attach certain specific Facilities (as said term is defined in Article II) to the Owner's utility poles located in the Municipality;

WHEREAS, the Owner is conforming to Conn. Gen. Stat 16-233 regarding municipal gain rights for the Municipality, pursuant to applicable federal, state and local law and the terms of this Agreement, to attach its Facilities (as said term is defined in Article II) to such poles.

WHEREAS, this Agreement governs the Municipality's use of its municipal gain to develop, construct and otherwise maintain a private wire-based telecommunications network for the internal use of the Municipality in accordance with applicable federal, state and local law and the terms of this Agreement; and.

WHEREAS, the DPUC's June 30, 2010 decision in Docket No. 09-12-05 stated that the Municipality is not responsible for fees and charges for pre-Effective Date unauthorized pole attachments and pre-Effective Date non-conforming construction activities in accordance with the terms and conditions in Article VIII, Sections 3 and 6 hereof; and

WHEREAS, Capitalized terms used herein have the meaning assigned to such terms in Article II.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereto do hereby covenant and agree as follows:

ARTICLE I
SCOPE

Subject to the provisions of this Agreement, Owner will provide Municipality space for the attachment of Municipality's equipment and Facilities to Poles within the public right-of-way area included in Municipality's application. The Municipality understands that Owner and Other Owners jointly own certain Poles, and with respect to such Poles that are jointly owned by Owner and Other Owners, the Municipality shall be responsible for complying with (i) this Agreement and (ii) the terms, conditions, policies, procedures and agreements of such Other Owners.

ARTICLE II
DEFINITIONS

1. Anchor

A facility consisting of an assembly of a rod secured to a fixed object or plate designed to resist the pull of a guy strand or strands.

2. Appurtenance

Any article of equipment attached to a point on a Pole not normally occupied by a strand attachment (i.e., equipment cabinets, terminals, power supplies, etc.).

3. Approved Overlashing Techniques

Has the meaning provided in Article IV, Section (2)(b) hereof.

4. Attachment or Pole Attachment

A. An Attachment shall consist of the bolts, lags, screws, extension arms (only with specific approval of Owner on an individual case basis), or other hardware necessary to attach one (1) suspension strand or Cable to a Pole, which has been approved by Owner pursuant to the terms of this Agreement or authorized by the DPUC.

B. Two (2) or more suspension strands attached using the same bolts, lags, screws, extension arms, or other hardware shall be considered two (2) or more Attachments, as applicable.

C. Hardware and brackets utilized to attach an amplifier, power supply, or other Appurtenance attachment shall be considered one (1) Attachment per each twelve (12) inches (30.48 cm) of linear Pole space occupancy. For illustrative purposes, the construction techniques shown in **Exhibit H**, Page 1 and **Exhibit H**, Page 2 constitute two Attachments; and the construction technique shown in **Exhibit H**, Page 3 hereto constitutes one Attachment.

5. Cable Copper conductors or fiber optic filaments encased in any suitable jacketing or sheath.

6. Facilities or Municipality's Facilities

The Cables and all associated equipment, hardware, Attachments, Overlashings and Appurtenances of Municipality (i) which Owner is providing space to be attached to one or more Poles pursuant to the terms of this Agreement and (ii) installed for the sole use of the Municipality for any lawful purpose. The singular term for Facilities is "Facility".

7. Guy Strand

A metal cable (Facility) which is attached to a Pole and Anchor (or another Pole) for the purpose of reducing Pole stress.

8. Law

Any and all applicable federal, state and local laws, rules and regulations, orders, ordinances of a governmental authority, including but not limited to orders, rules, tariffs, policies, procedures and regulations of the Connecticut Department of Public Utility Control or its successor(s) (the "DPUC") and Connecticut General Statute 16-233, including but not limited to the DPUC's April 30, 2008 decision in Docket No. 07-02-13 concerning the pole attachment make-ready process, September 29, 2004 decision in Docket No. 03-03-07 and June 30, 2010 decision in CL&P's rate case in Docket No. 09-12-05.

9. Municipality

The person, corporation or other legal entity authorized by the Owner under this Agreement to attach its Facilities to Poles and the party responsible for compliance with applicable Law and Owner's rules, tariffs, policies, procedures and regulations regarding such accommodations. The term "Municipality" shall be construed to include a municipal Board of Education, public school department, or regional school district which provides education for the Municipality.

10. Make-Ready Work (Initial/Additional)

All work performed by Owner, the Other Owners and/or Other Licensees permitted to attach to Poles, including but not limited to, rearrangements and/or transfers of existing facilities, replacement of a Pole or any other work required to accommodate the attachment of Municipality's Facilities to a Pole. Similar work required after initial attachment to a Pole by the Municipality solely because of the existence of the Municipality's Facilities shall be referred to as "additional Make-Ready Work" .

11. Municipal Gain

A single position within the communications gain on a Pole reserved for municipal use in accordance with the terms of Connecticut General Statutes § 16-233 and the conditions detailed in applicable Law, including but not limited to, all applicable tariffs, regulations and orders of the DPUC.

12. Non-Conforming Construction/Shifting Fee

Has the meaning provided in Article VIII of this Agreement.

13. Other Licensees

Any person, corporation, or other legal entity, other than the Municipality herein, to whom the Owner and/or Other Owners has or hereafter shall extend an authorization to attach facilities to a Pole.

14. Other Owners

Telephone companies that have joint ownership of Poles with Owner and/or those telephone companies that have authorized CL&P to license attachment of Facilities on such telephone companies' Poles or jointly owned Poles.

15. Overlashing

A construction method that allows the Municipality to utilize existing Suspension Strand and Cable to place an additional Cable for its own use.

16. Owner

The Connecticut Light and Power Company ("CL&P") and CL&P's successors and assigns.

17. Periodic Inspection

Inspections conducted by Owner on portions of Municipality's Facilities, to determine that Attachments and Overlashings are authorized and that Attachments and Facilities are maintained in conformance with this Agreement.

18. Pole or Utility Pole

A Pole solely owned or jointly owned by the Owner and/or by an Other Owner and used to support Owner's facilities, as well as the facilities of an Other Owner, Municipality and/or Other Licensees.

19. Post-Construction Inspection

The work operations and functions performed by Owner to measure and/or visually observe Municipality's Attachments, Overlashings and/or Facilities, during or after completion of the construction of such Attachments, Overlashings and/or Facilities, to determine that all Attachments, Overlashings and/or Facilities have been authorized and constructed in conformance with the standards required by this Agreement.

20. Pre-Construction Survey

The work operations and functions performed by Owner to process Municipality's application for Attachments to the point just prior to performing any necessary Make-Ready Work. There are two elements of the Pre-Construction Survey: (1) field inspection of the existing facilities, and (2) administrative effort required to process the Municipality's application and prepare the Make-Ready Work.

21. Suspension Strand (messenger cable)

A metal cable attached to a Pole and used to support facilities.

22. Unit Cost

A dollar amount subject to periodic revision, applicable to specified work operations and functions, including materials and labor costs.

23. Unauthorized Attachment Fee

Has the meaning provided in Article VIII of this Agreement..

ARTICLE III
PERMITS AND CONSENTS

1 Permits and Consents

a. The Poles covered by this Agreement shall be only such Poles, within the public right-of-way area defined by Municipality's application(s), as may be amended, which are owned in whole or in part by Owner. Connecticut General Statute Section 16-233 and the May 17, 2000 DPUC decision in Docket No. 99-03-25RE01 provide Municipality with the right to attach Facilities to "one gain upon each public utility [P]ole" in accordance with applicable Law. Municipality shall be responsible for obtaining from Other Owners, private and/or public authority any necessary easement, right of way, license, permit, permission, certification or franchise, if any, which is required by applicable Law to construct, operate and/or maintain its facilities on private and public property at the location of the Pole to which Municipality seeks to attach its Facilities. The Owner does not warrant the validity or apportionability of any rights it may hold to place Facilities in the public right-of-way and on private property. This Agreement is made with the Municipality on an "AS IS" basis, subject to applicable Law and existing and future rights of third parties, if any; Owner makes no representation, covenant or warranty as the quality of, scope of, and title to, the rights granted to Municipality under this Agreement.

b. Poles are used and are to continue to be used primarily for the Owner's present and future purposes and for the present and future purposes of Other Owners; provided, however, Connecticut General Statute Section 16-233 and the May 17, 2000 DPUC decision in Docket No. 99-03-25RE01 provide Municipality with the right to attach Facilities to "one gain upon each public utility [P]ole" in accordance with applicable Law. Any licenses for Attachments and/or Facilities under this Agreement are personal to Municipality and are not for use by any entity other than Municipality for its own business purposes unless otherwise agreed to in writing by Owner.

2. Requirement to Construct and Maintain a Pole and Anchor

Nothing contained herein shall be construed to compel the Owner or Other Owners to construct, reconstruct, retain, extend, repair, place, replace or maintain any Pole or Anchor or other facility not needed for the Owner's or Other Owners' own service requirements. In the event that Owner abandons any Pole to which Municipality's Facilities are attached, Owner shall provide Municipality notice of such abandonment.

ARTICLE IV
PROCEDURES

1. Application for Authorization

a. Owner agrees with Municipality to provide space on an "AS IS" basis to allow attachment of its Facilities to any Poles, within its municipal boundaries, for which Owner has the power and privilege of granting licenses within Owner's operating territory in the State of Connecticut in accordance with all applicable Law.

b. Whenever the Municipality wishes to attach its Facilities to any Poles, it shall make an application therefor on the forms provided by a Owner, or through software provided for such application. Copies of forms are appended to this Agreement as **Exhibits A and B** and Internet access to such forms is intended to be made available on a Owner's Web Site. The Municipality shall specify the location of the Pole or Poles involved and shall specify what Facilities it wishes to attach to each Pole. Municipality must receive authorization from the Owner prior to commencing any attachment work. Municipality shall furnish Owner with such engineering data as requested by Owner including the type of signal being carried. Each application shall include the Application Fee as set forth in Article VIII, Rates and Charges. When the Municipality submits an application to attach its Facilities to any Poles, the Owner will cooperate by responding to the Municipality's questions concerning which attachment options and techniques are feasible to facilitate the Municipality's application to attach Facilities to Poles.

c. Municipality shall file applications for Attachment authorizations in blocks of 400 Poles or fewer. If multiple applications are filed at one time, Municipality shall designate a desired priority.

d. Owner shall: (1) process applications, perform any required engineering and surveys and (2) perform any Make-Ready Work and any other required functions on a first come first serve basis. Owner shall be under no obligation to grant any authorization to attach Facilities, or if such an authorization has already been granted, may cancel any such authorization on sixty (60) days' written notice, if in Owner's judgment reasonably exercised the grant (i) would be or is in non-compliance with applicable Law or the requirements and specifications as denoted in Article IV, Section 2.

e. Subject to the good faith dispute provision in Article VII(7)(c), Owner shall be under no obligation to grant or continue any authorization to attach Attachments or Facilities to Poles if Municipality has any outstanding and overdue payments owing to Owner under this Agreement or any other agreement with Owner for the provision of Pole Attachments and/or installation of other facilities.

f. In accordance with the DPUC's April 30, 2008 decision in Docket No. 07-02-13, Owner shall have 45 days from (i) Owner's receipt of a completed pole attachment application and all required fees from Municipality and (ii) Municipality's satisfaction of applicable provisions in this Agreement to prepare an estimate of the Make-Ready Work that is necessary to process Municipality's Pole Attachment application.

2. Standards & Specifications for Attachments, Facilities and Overlashing

a. Technical Standards Governing Municipality's Attachments, Overlashings and Facilities. Municipality's Attachments, Overlashings and Facilities shall be placed, maintained, relocated or removed in accordance with the requirements and specifications of applicable Law, the current editions of the Bell Operating Companies Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA), the DPUC and the State Department of Environmental Protection (DEP), any town ordinances, and the rules and regulation of any other governing authority having jurisdiction. Municipality's activities and Municipality's Attachments, Overlashings and Facilities shall also comply with Owner's standards, polices, practices and procedures governing pole attachments, including Owner's safety, reliability, construction and engineering requirements, as may be updated from time to time which are included by reference herein. Where a difference in specification may exist, the more stringent shall apply. Municipality's Attachments, Overlashings and Facilities shall not physically, electronically, inductively, or otherwise interfere with the facilities of Owner, Other Owners and Other Licensees. Municipality shall always maintain a twelve (12) inch (30.48cm) separation from any existing communications facilities, except in the case of authorized Overlashing.

b. Process To Be Used for Overlashing. Municipality shall be entitled to Overlash after providing at least 5 days prior written notice therof to Owner (the "Notice Period") if it complies with the requirements of

Exhibit F hereto, uses an Overlashing technique that is consistent with the Overlashing techniques shown in **Exhibit F** hereto and the resulting tension of any Overlashed bundles shall not exceed 60% of the usable heavy load in accord with NESC Rule 251 ("Approved Overlashing Techniques"). At the end of the Notice Period Municipality shall be entitled to Overlash to such Attachments unless (prior to the expiration of the Notice Period) Owner has identified a safety, engineering or Pole loading concern with Municipality's proposal, in which case the proposed Overlash shall be placed on hold until Municipality addresses Owner's concern, but if Municipality does not address Owner's concern then the proposed Overlash shall be placed on hold pending the results of the dispute resolution process in Article VII, Section 7 hereof. Each written notice from Municipality seeking to Overlash shall identify (i) the specific Poles impacted by the proposed Overlashing, including the identification number that appears on each such Pole, (ii) a diagram or drawing of the Overlashing technique to be utilized and a signed certification from the Municipality that the Overlashing technique is an Approved Overlashing Technique, (iii) the weight and dimensions of each cable sought to be Overlashed onto existing Attachments, and (iv) such other technical information as Owner may reasonably request after Owner has received and reviewed Municipality's notice of proposed Overlashing. Overlashing performed without prior notice to the Owner shall be considered an unauthorized Attachment.

c. Additional Standards Governing Municipality's Attachments, Facilities and Overlashings.

(i) Municipality shall exercise all necessary precautions to avoid damage to facilities of Owner, Other Owners, Other Licensees and of others occupying space on said Poles, and hereby assumes all responsibility for any and all loss from damage caused by Municipality. The Municipality shall make an immediate report to Owner of the occurrence of any damage and, Municipality hereby agrees to reimburse Owner, Other Owners and/or Other Licensees within 60 days of Municipality's receipt of a request for reimbursement, as applicable, for repairs to any damage caused by Municipality.

(ii). Municipality shall not at any time make any additions to, or changes in, the location of its Attachments, Overlashings and/or Facilities covered by this Agreement without the prior written consent of Owner, except in cases of emergency after oral permission shall have been given by Owner or Owner's then-current representative who is responsible for overseeing Attachments, Overlashings and/or Facilities, such permission to be subsequently requested and confirmed in writing.

(iii). Municipality shall place a label designating its ownership of any new Attachments, Overlashings and Facilities at each Pole, including any Overlashed Facilities. Such label must be recognizable by Owner from ground level. If Municipality had existing Attachments, Overlashings and Facilities pursuant to a former agreement with Owner and/or any Other Owner, Municipality shall label such existing Attachments, Overlashings and Facilities. For all Attachments, Overlashings and Facilities made or installed by Licensee after the Effective Date of this Agreement, the placement of such labels shall be made by Licensee at the time each such post-Effective Date attachment or installtion is made by Licensee; and with respect to those Attachments, Overlashings and Facilites made or installed by Licensee prior to the Effective Date of this Agreement, the placement of such labels shall be made by Licensee in the ordinary course of work by Licensee on Poles containing such pre-Effective Date installations.

3. Pre-Construction Surveys and Make-Ready Work.

a. A Pre-Construction Survey will be required for each Pole for which Attachment is requested to determine the adequacy of the Pole to accommodate Municipality's Facilities, provided that a Pre-Construction Survey is not required for Approved Overlashing Techniques. The field inspection will be performed by Owner or a representative of a Owner with optional participation by Other Owner(s), Other Licensees and the Municipality.

b. In the event the Owner determines that a Pole to which Municipality desires to make Attachment(s), Overlashing(s) and/or attach Facility(ies) is inadequate or that a Pole needs rearrangement of the existing facilities thereon to accommodate Municipality's proposed Attachment(s), Overlashing(s) and/or Facility(ies), the Owner will inform Municipality in writing of the cost of the required Make-Ready Work. Charges for Make-Ready Work shall be as specified in Article VIII, Rates and Charges. Additionally, any costs directly related to the construction and installation of the new Pole, the removal and disposal of the prior Pole, and any other charges and costs incurred by the Other Owners, shall be considered additional Make-Ready Work charges. Notwithstanding the foregoing provisions, if a Pole replacement or Make-Ready work is necessary to

accommodate Municipality's proposed Attachment, Overlashing and/or Facilities to a Pole, then Municipality shall not be charged for the Make-Ready cost associated with such Pole replacement if, and only if, each of the following three conditions are satisfied: (i) Owner owns the Pole or is the designated custodian of said Pole per Owner's agreement with an Other Owner, (ii) the Pole onto which Municipality wants to attach its Attachment, Overlashing or Facilities was installed by Owner after October 1, 1994 (which is the effective date of an amendment to Conn. Gen. Stat. Section 16-233 that provides Municipality with access to one 12-inch gain on a Pole) (iii) when such Pole was installed by Owner after October 1, 1994 one 12-inch gain space on the Pole was not reserved for the Municipality.

c. Owner shall specify the point of attachment on each of the Poles to be occupied by Municipality's proposed Attachments and/or Facilities. Where multiple Attachments and Facilities are involved from the Municipality and other third parties seeking to attach to Poles, the Owner will attempt, to the extent practical, to designate the same relative position on each Pole for each of Municipality's Facilities.

d. Municipality shall have forty-five (45) days from the receipt of written notification from the Owner of the costs of Make-Ready Work to accept and pay all Make-Ready Work costs; provided, however, that if the Owner receives a request from an Other Licensee for an authorization to attach to a Pole for which a written notification of Make-Ready Work costs has been sent to Municipality, then Municipality must accept the Make-Ready Work costs within fifteen (15) days after receipt of notification from the Owner of the other attachment request or by the end of the forty-five (45) day period, whichever period of time is shorter.

e. In accordance with the DPUC's April 30, 2008 decision in Docket No. 07-02-13, Owner shall have 45 days from (A) Owner's receipt of full payment of the charges for Make-Ready Work and (B) Municipality's satisfaction of the applicable provisions in this Agreement to complete the Owner's Make-Ready Work that is necessary to process Municipality's Pole Attachment application; *provided, however*, that (X) if any Other Owner or any third party must perform make-ready work in order to accommodate Municipality's proposed Pole Attachment and/or Facilities, then (i) Owner shall use commercially reasonable efforts to coordinate Owner's Make-Ready Work with the make-ready work of such other entities so that such other entities have sufficient time within said 45-day period to perform their respective make-ready work and (ii) Owner is not responsible for any delays in the performance of Owner's Make-Ready Work if such delays are attributable to the failure of Other Owner(s) and/or any third party to timely perform shift or perform make-ready work on the facilities of such Other Owner(s)' and/or third party(ies); (Y) the DPUC's April 30, 2008 decision in Docket No. 07-02-13 extends such 45-day period by an additional 35 days if any Pole replacement is required to facilitate Municipality's proposed Pole Attachment; and (Z) Page 19 of the DPUC's April 30, 2008 decision in Docket No. 07-02-13 further extends such 45-day period (or 80-day period pursuant to subsection (Y) above) in the event "special situations . . . (e.g., inclement weather and emergency situations)" exist.

f. If the Owner, or Other Owner, requires modifications to its facilities including, but not limited to, the replacement of a Pole, and if such modifications would not be necessary except for the Municipality's Attachment and/or Facilities, subject to Article IIII subsection 3b, such modifications shall be additional Make-Ready Work and the Municipality shall pay the costs for such additional Make-Ready Work in accordance with the provisions of Article VIII, Rates and Charges. Subject to Article IIII subsection 3b, additional Make-Ready Work necessitated by changes in the electric or communication utility needs of Owner or an Other Owner will be billable to Municipality when necessitated in addition to the presence of Municipality Facilities.

g. Upon notice from the Owner of make-ready work that will not be performed by Owner which must be performed by the Municipality, Municipality shall promptly perform or cause Municipality's agent or designee to perform (within the time period specified by Owner) any make-ready work necessary on Municipality's Attachments, Overlashings and/or Facilities to accommodate an Other Licensee's attachment to a Pole and each such Other Licensee shall pay all costs for such make-ready work, provided, however, that if Municipality performed such make-ready work then Municipality is responsible for invoicing each such Other Licensee and collecting from each such Other Licensee payment for the costs incurred by Municipality to perform said make-ready work. If Municipality fails to perform (or cause Municipality's agent or designee to perform) such make-ready work within the time period specified by Owner, then the Owner shall have (i) the right to assess the Non-Conforming Construction/Shifting Fee set forth in Article VIII, Rates and Charges or (ii) the right, but not the obligation, to perform the make-ready work and charge Other Licensee the cost of performing such work. Notwithstanding the forgoing, the Municipality shall have the right to enter into separate agreements in which such Municipality may authorize the Other Owners, Owner, Other Licensees or third parties to perform the make-ready work on its behalf.

h. Municipality shall reimburse Owner for all traffic control costs incurred by Owner to accommodate Municipality's Facilities and/or Attachments to Poles. When traffic control is necessary for Municipality during the performance of Municipality's make-ready work to accommodate attachments from Other Licensees to Poles, then such traffic control shall be arranged for by Municipality and Municipality shall be entitled to seek reimbursement for such traffic control expense from the appropriate Other Licensees .

i. Municipality shall notify the Owner in writing before adding to, relocating, replacing, adjusting or otherwise modifying its Attachments, Overlashings and/or Facilities on a Pole.

j. All tree trimming made necessary, in the sole opinion of Owner, by Municipality's proposed Attachments, Overlashings and/or Facilities shall be performed by Municipality or its contractors at the Municipality's expense. All tree trimming done on a maintenance basis shall be the responsibility of Owner.

k. All costs incurred by Owner to accommodate Municipality's proposed Attachments, Overlashings and/or Facilities to Poles, subject to Article IV subsection 3b, shall be reimbursed by Municipality to Owner within 45 days of Owner's request therefore. Such costs shall include, but are not limited to (i) costs directly related to the purchase, construction, removal and/or environmental disposal of Poles, and (ii) costs incurred in complying with applicable Law and/or town ordinances, decisions, directions, permitting requirements or ordinances of the EPA, DEP, DPUC or other governmental body having jurisdiction.

4. Inspections of Municipality's Facilities

a. Except for the use of Approved Overlashing Techniques performed following notice to Owner pursuant to Article IV, Section 2a, Municipality shall provide written notice to the Owner, at least twenty (20) days in advance of starting work, of the exact Pole locations where Municipality will be placing its Attachments and/or Facilities. Municipality shall also notify the Owner in writing within five (5) days of the date(s) of attachment of Municipality's Attachments and/or Facilities to Poles.

b. The Owner and Municipality reserve the right to make Post-Construction Inspections (of any part or all) of Municipality's Attachments, Overlashings and/or Facilities attached to Poles.

c. Intentionally deleted.

d. The making of Post-Construction Inspections and/or or the failure to do so shall not operate to relieve Municipality of any responsibility, obligation or liability specified in this Agreement,

e. The costs of inspection made during construction and/or the initial Post-Construction Inspection are included in the Make-Ready Work charges. The costs of any inspections found necessary due to the existence of substandard, non-conforming or unauthorized Attachments, Facilities and/or Overlashing (including the cost of any Periodic Inspection during which such substandard, non-conforming or unauthorized activity is uncovered) are the responsibility of the Municipality; and costs attributable to such inspections will be charged to the party responsible for the substandard construction, unauthorized Attachments, Facilities, Overlashing, or non-conforming condition (as the case may be) in addition to Unauthorized or Non-Conforming Charges; provided, however that if a Periodic Inspection does not uncover any substandard, non-conforming or unauthorized activity by the Municipality then the Municipality shall not be responsible for the cost of such Periodic Inspection.

5. Non-Conforming Conditions

a. (i) Any Municipal Attachment, Overlashing or Facility that does not comply with the requirements of Article IV, Section 2(a) shall be deemed to be "non-conforming" and any Overlashing that does not meet the requirements of Article IV, Section 2(b) shall be deemed to be "non-conforming". Subject to the good faith dispute provision in Article VII, Section 7(c), Municipality shall be obligated to correct any non-conforming condition which does not comply with the requirements of Article IV, Sections 2(a) and 2(b) within thirty (30) days of the date of the written notice from Owner and shall perform such correction itself or designate any Other Licensee or agent designated by the Municipality to perform such correction (but no such designation of an Other Licensee to perform such work shall relieve Municipality of its obligations hereunder); provided, however, that: (A) the Municipality shall remedy

each such non-conforming condition within the accelerated time period specified by Owner if the Owner determines (in the Owner's discretion) that the non-conforming condition (i) constitutes a material threat to the public safety or the safety of the Owner's employees, Other Owner's employees or Other Licensees, or (ii) interferes with the performance of the Owner's or Other Owner's service obligations, or (iii) poses an immediate threat to the physical integrity of the Pole plant or (iv) must be corrected sooner than 30 days per applicable Law, including the DPUC's April 30, 2008 decision in Docket No. 07-02-13; and (B) if any non-conforming condition is deemed to be "immaterial" by the Owner (in its discretion), then Municipality shall have a total of 180 days to correct such non-conformance.

(ii) Subject to the good faith dispute provision in Article VII, Section 7(c), if the Municipality fails to correct any such non-conforming condition which does not comply with the requirements of this Agreement within the applicable time period then: (A) the Municipality's authorization to attach its Attachments, Overlashing and/or Facilities to the Poles in question shall be revoked forthwith, regardless of whether Municipality has activated the Attachments, Overlashings and/or Facilities attached to said Poles, and Municipality shall remove its Attachments, Overlashings and/or Facilities from said Poles in accordance with the provisions in Article VII, Revocation of Authorizations, and/or (B) Owner shall have the right, but not the obligation, to correct said conditions and Municipality shall pay to the Owner the cost of performing such work.

b. When such non-conforming conditions pose a material threat to the public safety or the safety of the Owner's employees, Other Owner's employees or Other Licensees, interfere with the performance of the Owner's or Other Owner's service obligations, or pose an immediate threat to the physical integrity of the Pole plant, the Owner may perform such work and/or take such action that the Owner deems necessary upon notice when practicable to Municipality and without any liability to Municipality or its customers. If prior notice is not practicable, Owner shall notify Municipality as soon as reasonably practicable after taking any such action. The cost of said work and/or actions shall be borne by Municipality.

c. Subject to the good faith dispute provision in Article VII, Section 7(c), Municipality shall be liable to Owner, subject to Article IIII subsection 3b, for the Non-Conforming Construction/Shifting Fee set forth in Article VIII, Rates and Charges, for each Attachment, Facility and Overlashing, for each day beyond the applicable time period described in Article IV, Section 5(a) above that the non-conforming condition remains uncorrected.

6. Unauthorized Attachments and Unauthorized Overlashings

a. Municipality must receive prior written authorization from Owner for any of the following:

(i) attachment of any Appurtenances, Attachments and/or Facilities to Poles; and

(ii) Assignment of authorization as provided in Article IX, Section 5.

(iii) With respect to Overlashing, Municipality must provide prior written notice to Owner, as more particularly described in Article IV, Section 2(a) hereof and other applicable provisions of this Agreement.

Absent such written authorization the Owner may charge an Unauthorized Attachment Fee per Pole for each unauthorized Attachment, Facility and/or Overlash, as specified in Article VIII, Rates and Charges, without prejudice to its other rights or remedies under this Agreement. Further, the Owner will require the Municipality to submit, in writing, an application for all unauthorized Attachments, Overlashings and/or Facilities. If such application is not received by the Owner within forty five (45) days after Municipality's receipt of written notice by the Owner of the unauthorized condition, then Owner shall be entitled to remove each such unauthorized Attachment, Overlashing and/or Facility unless such removal by Owner shall cause an immediate and bona fide risk to public safety.

b. No act or failure to act by the Owner with regard to any unauthorized Attachment, Overlashing or Facility shall be deemed as the authorization of such unauthorized Attachment, Facility and/or Overlashing; and, if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by the Owner of any of its rights or privileges or obligations under this Agreement,

or otherwise, provided, however, that Municipality shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized Attachment, Overlashing or Facility.

7. Rearrangements and Shifting

a. (i) The Owner may perform all rearrangements and shifting of Municipality's Attachments, Overlashings and/or Facilities as required in emergency or storm restoration conditions, vehicular accidents, threat to general public, public work projects and/or in order to comply with applicable Law, to accommodate Owner, Other Owners, or Other Licensees, and during normal Pole moves, maintenance, and replacement, provided, however, that with respect to any damage to Municipality's Attachments, Overlashings and/or Facilities caused by Owner during or arising out of an emergency or storm restoration conditions, vehicular accidents, or threat to general public, Owner shall not be liable therefore unless such damage was caused by Owner's gross negligence.

(ii) In the event or circumstances beyond the control of either Party, including but not limited to emergencies, storms, vehicular accidents, threat to general public, acts of God or any other similar event, which cause damage to Municipality's Attachments, Overlashings and/or Facilities, then Municipality shall be responsible for removing and/or reattaching its Attachments, Overlashings and Facilities to the Pole(s).

b. Subject to the good faith dispute provision in Article VII, Section 7(c), Owner may rearrange and reattach Municipality's Attachments, Overlashings and/or Facilities as needed under emergency conditions, but is under no obligation to do so. If Owner is unable to perform the rearrangement or shifting at its sole determination, in non-emergency conditions, for reasons including but not limited to technical concerns or risk of damage or interference with Municipality's Attachments, Overlashings and/or Facilities, then Owner shall contact Municipality and Municipality shall (A) perform any such rearrangement or shifting within the time period specified by Owner thereafter and provide notice to Owner of completion of such rearrangement or shifting or (B) authorize any Other Licensee or agent designated by the Municipality to perform such rearrangement or shifting (but no such designation of an Other Licensee to perform such work shall relieve Municipality of its obligations hereunder). If Municipality fails to perform such rearrangement or shifting and provide notice to Owner of completion within the time period specified by Owner , the Non-Conforming Construction/Shifting Fee as set forth in Article VIII, Rates and Charges, will apply on a daily basis per rearrangement or shift location until notification from the Municipality that the work has been completed.

c. Subject to Article IV, Section 3b, the costs of rearrangements and shifting, including the cost of traffic control, performed by Owner on behalf of the Municipality will be borne by the Municipality as set forth in Article VIII, Rates and Charges.

d. Municipality shall arrange and pay the cost of any rearrangement or shifting, including traffic control, during rearrangements or shifting for which Municipality is responsible.

ARTICLE V
OTHER OBLIGATIONS OF MUNICIPALITY

1. Insurance

a. Municipality shall carry insurance policies issued by an insurance carrier licensed to operate in the State of Connecticut or an interlocal risk management agency, from and against any and all claims, demands, actions, judgments, costs, and/or expenses, including attorney's fees, and liabilities which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage for the amounts specified as follows:

b. The amounts of such insurance:

(i) against liability due to injury or to death of persons shall be not less than $1,000,000 as to any one person and $1,000,000 as to any one occurrence, and

(ii) against liability due to damage to property shall be not less than $1,000,000 as to any one occurrence.

c. In each application the Municipality submits to the Owner hereunder for permission to attach Attachments and/or Facilities to Poles, the Municipality shall also carry such insurance as will protect Municipality from all claims under any Worker's Compensation Law in effect that may be applicable. Owner-The Connecticut Light and Power Company, its corporate parent and each of their respective trustees, officers, directors, employees and attorneys shall be named as additional insureds on such policy(ies) of insurance, except for Workmen's Compensation insurance coverage. Provided, however, notwithstanding the foregoing requirements, the Municipality shall be excused from compliance with the above-mentioned requirement to provide proof of insurance coverage in each application the Municipality submits to the Owner hereunder if the Municipality has already timely provided Owner with written proof of the insurance coverage required under this Article V at the same time that Municipality has timely sent its payment to Owner for the most recent semi-annual rental charges/rates, if any, owed by Municipality to Owner.

d. All insurance must be effective before the Owner shall issue authorizations for attachment of Municipality's Facilities to any Pole, and shall remain in force as long as Municipality's Facilities remain attached to any Pole. In the event that Municipality shall fail to maintain the required insurance coverage, the Owner may pay any premiums thereon falling due and the Municipality shall reimburse the Owner for any such payments made.

e. Municipality shall submit to the Owner certificates by each company insuring Municipality for all liabilities of Municipality referred to hereunder. Municipality's insurance policies shall provide that insurer shall endeavor to provide Owner and Other Owner with ten (10) days prior written notice of the cancellation or amendment on any such policy of insurance. In addition, Municipality shall provide with (10) days prior written notice of the cancellation or amendment of any such policy of insurance.

f. Municipality shall promptly advise the Owner of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Municipality's Facilities by Municipality or its assigns, agents and/or employees. Copies of all accident reports and statements made to the insurer by the Municipality, or others, shall be furnished promptly to the Owner.

g. The Municipality shall be entitled to satisfy all or any portion of the insurance requirements set forth in this Article V through a valid self-insurance program, as long as Municipality timely provides Owner with written proof of such self-insurance and such self-insurance complies with the requirements of this Article V.

ARTICLE VI
LIABILITY AND DAMAGES

1. Any and all claims, demands, causes of action and costs of the Owner, for any damages to property or persons which arise out of (i) Municipality's default or breach of this Agreement, (ii) Municipality's use of one or more Poles, or (iii) the acts or omissions of Municipality, its agents, contractors, employees or sublicenses stemming from, or otherwise caused by, the use of the one or more Poles, shall be resolved in accordance with Connecticut law.

2. Any and all claims, demands, causes of action and costs of the Municipality, for any damages to property or persons which arise out of (i) the Owner's default or breach of this Agreement, (ii) the Owner's use of one or more Poles, or (iii) the acts or omissions of the Owner, its agents, contractors or employees stemming from, or otherwise caused by, the use of one or more Poles, shall be resolved in accordance with Connecticut law.

3. Municipality acknowledges and agrees that it will not assert any defense based on sovereign immunity or governmental immunity to any claim by the Owner to enforce or interpret any of the Municipality's contractual obligations set forth in this Agreement. Provided, however, that this subsection: (a) shall not be construed to afford Owner with any remedies not otherwise contemplated expressly herein such as indemnity and/or contribution with respect to claims brought against owner by third parties; and (b) does not constitute a waiver of any municipality's right to invoke

sovereign or governmental immunity with regard to claims by any third party plaintiff against a municipality for a municipality's failure to correct material safety concerns.

4. Should the Owner remove Municipality's Facilities from a Pole under Article VII, Revocation of Authorizations, the Owner will deliver to the Municipality the Facilities so removed upon payment by Municipality of the cost of removal, storage and delivery, and all other amounts due the Owner.

ARTICLE VII
TERMINATION OF SPECIFIC POLE ATTACHMENTS; TERMINATION OF THE AGREEMENT; DISPUTE RESOLUTION

1. Subject to the good faith dispute provision in Article VII, Section 7(c), the Owner shall have the right to revoke one or more specific authorizations for the attachment of Attachment(s), Overlashing(s) or Facility(ies) previously granted to Municipality (but not the right to terminate this Agreement) where:

a. the Municipality's Attachment(s), Overlashing(s) and/or Facility(ies) are maintained or used in violation of any Law or in aid of any unlawful act or undertaking; or

b. the Municipality ceases to have authority to construct and operate its Attachment(s), Overlashing(s) and/or Facility(ies) on public or private property at the location of the particular Pole covered by the authorization; or

c. the Municipality fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations hereunder relating to the attachment authorization in question; or

d. the Municipality attaches to a Pole without having first been issued written authorization therefor or Overlashes without having first provided prior written notice thereof in accordance with the terms of this Agreement; or

e. the Municipality, subject to the provisions specified in Article IX (5), Assignment of Rights, should cease to provide its services; or

f. the Municipality's Attachment(s), Overlashing(s) and/or Facility(ies) are used by a non-municipal entity that is not a party to this Agreement and who have not been authorized by Owner as specified in Article IV, Section 6, Unauthorized Attachments/Overlashings or Article IX, Section 5, Assignment of Rights; or

g. the Municipality sublicenses or apportions part of an Attachment(s), Overlashing(s) and/or Facility(ies) to a non-municipal entity that is not a party to this Agreement, or permits another non-municipal entity to Overlash to its Facilities, as specified in Article IX, Section 5, Assignment of Rights.

2. The Owner will promptly notify the Municipality in writing of any instances cited in Article VII(1) preceding, upon its determination of the same. The Municipality shall take corrective action as necessary to eliminate the non-compliance with Article VII(1) and shall confirm in writing to the Owner within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Municipality fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to the Owner within the time stated above, in addition to any other rights of Owner under this Agreement, the Owner may elect to either (i) terminate the authorizations granted hereunder for Poles as to which such non-compliance continues to occur or (ii) cure Municipality's non-compliance with Article VII(1), in which case Municipality shall reimburse Owner (within 45 days of Owner's request for reimbursement) for all costs incurred by Owner to cure Municipality's non-compliance, and Municipality shall indemnify Owner from any damage caused to Municipality's Attachment(s), Overlashing(s) and/or Facility(ies) and/or other property resulting from Owner's curative actions except that such indemnificaion shall not extend to any damage directly resulting from Owner's willful misconduct or gross negligence.

3. Subject to the good faith dispute provision in Article VII, Section 7(c), this entire Agreement and all of the Municipality's attachment authorizations may be terminated by the Owner where one or more of the following conditions exist, except that termination of this Agreement by Owner shall not waive, release or impair the Municipality's rights under Connecticut General Statute 16-233:

a. The Municipality's insurance carrier shall at any time notify the Owner that the policy or policies of insurance as required in Article V, Other Obligations of Municipality, will be or have been canceled or amended so that those requirements will no longer be satisfied and the Municipality fails to correct this non-compliance within 30 days of its receipt of notice thereof from Owner.

b. The Municipality shall fail to pay any sum due or to deposit any sum required under this Agreement and the Municipality fails to correct this non-compliance within 30 days of its receipt of notice thereof from Owner.

c. Any authorization which may be required by any Law, governmental or private authority for the construction, operation and maintenance of the Municipality's Attachment(s), Overlashing(s) and/or Facility(ies) on a Pole is denied, revoked, or canceled and the Municipality fails to remedy this non-compliance (or the Municipality fails to file to file an appeal, request for reconsideration or request for another appropriate remedy with the appropriate governmental entity(ies)) within 45 days of its receipt of notice thereof from Owner.

d. Upon notice from the Owner to the Municipality that the use of any Pole or Poles is forbidden by Law and/or federal or state authorities, permission to attach to such Pole or Poles shall be immediately revoked and the Facilities of the Municipality shall be removed at once from the affected Pole or Poles by the Municipality.

4. Municipality may at any time remove its Attachment(s), Overlashing(s) and/or Facility(ies) from a Pole after first giving the Owner written notice of Municipality's intention to do so. Before any Attachment(s), Overlashing(s) and/or Facility(ies) can be removed from a Pole, Municipality shall provide Owner with completed copies of the forms in **Exhibits C and D** or through Owner software provided through the Owner's Internet Website hereto which identify each Pole affected by Municipality's request to remove.

5. If the Municipality fails to timely remove its Attachment(s), Overlashing(s) and/or Facility(ies) in accordance with the terms of this Agreement and if such matter is not the subject of a then-pending dispute resolution process, then the Owner shall have the right, but not the obligation, to remove such Attachment(s), Overlashing(s) and/or Facility(ies) at the Municipality's expense.

6. When Municipality's Attachment(s), Overlashing(s) and/or Facility(ies) are removed from a Pole, no Attachment or Overlashing to the same Pole shall be made until the Municipality has first complied with all of the provisions of this Agreement as though no such Pole Attachment or Overlashing had been previously made.

7. Dispute Resolution.

a. Negotiation Between Executives. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Such notice shall include: (a) a statement of that Party's position and a summary of arguments supporting that position; and (b) the name and title of the executive who will be representing that Party and of any other person who will accompany the executive. Within fifteen (15) days after delivery of the notice, the receiving Party shall respond with: (i) a statement of that Party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the initial notice, the executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored except when prohibited by Law. All negotiations pursuant to this paragraph are confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence.

b. DPUC. If the dispute has not been resolved by negotiation within forty-five (45) days after the disputing Party's notice, if the Parties failed to meet within thirty (30) days, or if the Parties reach impass, then the Parties shall submit the dispute for resolution by the DPUC. If the DPUC declines to exercise jurisdiction over the dispute or if the DPUC fails to issue a decision or order within 180 days of the submission of the dispute to the DPUC, then at any time thereafter either Party can seek relief from a court of competent jurisdiction.

c. Good Faith Disputes. The Owner shall not revoke any existing authorization to Municipality for any existing Attachment, Overlashing and/or Facility which is the subject of an ongoing good faith dispute pursuant to the dispute resolution process established in the preceding subparagraphs of this section; provided, however, notwithstanding the foregoing no provision of this Agreement shall waive, limit, release or

excuse a Municipality from its obligation hereunder and under applicable Law to timely shift such Municipality's Facilities and/or perform make-ready work when such shifting and/or make-ready work by a Municipality are necessary to (i) facilitate the attachment to one or more Poles by a third party pole attacher in accordance with applicable Law, including the DPUC's April 30, 2008 decision in Docket No. 07-02-13 and/or (ii) to allow maintenance, construction and other work to be performed by Owner, Other Owners and/or Other Licensees.

ARTICLE VIII
RATES AND CHARGES

The Municipality is responsible for payment of all rates and charges as specified elsewhere in this Agreement and as set forth below. Municipality shall be responsible for payment of the Application Fee and all charges for Make-Ready Work, in advance for work performed or expenses incurred by the Owner regardless of whether Municipality subsequently withdraws its application for Attachment authorizations for the Poles on which such work was performed.

Municipality agrees that, in the event Municipality fails to pay an amount due and payable within the period of time set forth for payment in this Agreement, interest shall accrue on the unpaid balance thereof at the rate of 1 1/2% per month for each month from the expiration of such period until payment is received by Owner or the maximum interest rate permitted by Law, whichever is the lesser amount.

1. Agreement Establishment Fee

The Agreement Establishment Fee as specified in **Exhibit E** shall be due and payable upon the execution of this Agreement. Owner shall be under no obligation to process Pole attachment applications prior to receipt of payment of this fee.

2. Application Fee

The Application Fee shall be included with each application submitted by Municipality to Owner. The Application Fee includes Owner's provision of engineering and Pre-Construction Survey. The Application Fee is comprised of two rate elements, a non-recurring charge per application and a per Pole charge. Owner shall be under no obligation to accept any application without the Application Fee as specified in **Exhibit E**.

3. Unauthorized Attachment/Overlashing Fee

(a) The Unauthorized Attachment Fee specified in **Exhibit E** will be charged on a per Pole basis for any (i) unauthorized Attachment, unauthorized Facility and any un-noticed Overlashing made by a Municipality after the Effective Date of this Agreement or (ii) unauthorized use of a Pole Attachment by a Municipality after the Effective Date of this Agreement.

(b) (i) Owner will not charge the Overlash Fee in **Exhibit E** when Municipality seeks to overlash another Attachment owned by Municipality, as long as (A) a notice has been submitted pursuant to Article IV, Section 2(b), seeking approval to Overlash so that Owner can determine whether the proposed Overlashing would adversely impact the Pole system, and (B) the Owner determines that the proposed Overlashing does not fall outside of the vertical space or footprint reserved for the Municipality's original Attachment; and (ii) Owner will charge the Overlash Fee in **Exhibit E** when Municipality seeks to overlash another Attachment owned, leased or controlled by any entity which is not a Connecticut municipality.

(c) Municipality's total Unauthorized Attachment Fee for an individual Attachment for any set of contiguous unauthorized Poles shall not exceed the cap established by the DPUC in **Exhibit G** hereto, as it may be amended by the DPUC or pursuant to applicable Law.

4. Charges for Make-Ready Work, Rearrangement/Shifting, Post-Construction Inspection

Make-Ready Work charges shall be billed and shall be payable up to forty-five (45) days prior to the commencement of work on individual Poles, according to the current Schedule of Rates in **Exhibit E**. Make-Ready Work charges for proposed Attachments will reflect Owner's provision of Post Construction Inspections; and

,Owner shall separately invoice and collect from the Municipality the cost of (i) Owner's Post Construction Inspections for Municipal Overlashings and (ii) any Periodic Inspections the cost of which Municipality is responsible for pursuant to Article IV, Section 4(e) hereof. Rearrangement/Shifting charges will be billed according to the current Schedule of Rates in **Exhibit E**.

5. Bill Detail

Bill data requests will be handled on an individual case basis at the written request of Municipality.

6. Non-Conforming Construction/Shifting Fee

The Non-Conforming Construction/Shifting Fee specified in **Exhibit E**, will be charged on a per day and per Pole basis for: (a) any non-conforming construction performed by, or Attachment, Overlashing or Facility made by, a Municipality after the Effective Date of this Agreement which is not brought into conformance within the applicable time period identified in Article IV, Section 5: (b) for any failure to timely perform rearrangements and shifting as set forth in Article IV, Section 7: or (c) pursuant to Article IV, Section 3(g) for Municipality's failure to timely shift or perform make-ready work on pre-Effective Date or post-Effective Date Municipality Attachments, Overlashing and/or Facilities in order to timely accommodate a request to attach to Pole(s) by any third party in accordance with the make-ready work and pole shifting time periods set forth in this Agreement above and applicable Law, including in the DPUC's April 30, 2008 decision in Docket No. 07-02-13; provided, however, notwithstanding the foregoing, Municipality's total Non-Conforming Construction/Shifting Fee for an individual Attachment and/or Overlashing to a Pole shall not exceed the cap established by the DPUC in **Exhibit G** hereto, as it may be amended by the DPUC or pursuant to applicable Law.

7. Payment of Rates and Charges

Unless otherwise provided elsewhere in this Agreement, Municipality shall pay all rates and charges, as specified in the Agreement, within forty-five (45) days from the dates of billing thereof. If Municipality disputes any amount invoiced by Owner, Municipality shall make payment of the invoice in full and shall notify Owner in writing of the disputed amount. Municipality may dispute any amount within ninety (90) days after the date that payment has been made. Municipality shall include any documentation supporting its position in such written notification. The Parties shall work together to resolve the dispute in an expeditious manner. In the event the dispute is resolved in the favor of a Party then the other Party shall include interest on any amounts past due calculated at the rate set forth above in Article VIII, Rates and Charges.

8. Amounts Due to Other Owners

Any references in this Agreement to payment, compensation, or reimbursement due to an Other Owner are separate from the rates and charges set forth in this Article VIII and **Exhibit E**, and shall remain payable by Municipality regardless of the rates and charges described herein.

9. Amendment of Rates and Charges

With respect to the rates and charges set forth in this Agreement, including but not limited to those rates and charges set forth in this Article VIII and in **Exhibit E** hereto, the Owner may elect to amend such rates and charges using either of the following two different approaches: (i) if Owner determines that it is unnecessary to obtain approval from any governmental authority, including the DPUC, to amend such rates or changes, then Owner may elect to amend such rates or charges upon providing 30 days prior written notice thereof to Municipality and each such amended rate or charge shall automatically take effect upon the 30th day after Municipality receives such notice; or (ii) if Owner determines that it is necessary to obtain approval from any governmental authority, including the DPUC, to amend such rates or charges, then such rates or charges shall automatically take effect on the date that the appropriate governmental authority has approved the Owner's request to amend such rates or charges. In the event of any conflict between the terms of this paragraph and the other provisions or Exhibits in this Agreement, then the terms of this paragraph shall control.

ARTICLE IX
GENERAL TERMS AND CONDITION

1. Compliance with Applicable Laws

The Municipality and the Owner shall at all times observe and comply with, and the provisions of this Agreement are subject to all applicable Laws, which in any manner affect the rights and obligations of the Parties. Any such applicable Law shall automatically supersede any conflicting provisions in this Agreement; and in the event of any conflict between the terms of this Agreement and Connecticut General Statute 16-233, then the terms of Section 16-233 shall control; and the Municipality's signature on this Agreement shall not constitute a waiver or release of the Municipality's rights under Section 16-233. Should any term of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

Each Party shall also comply with the provisions of the Fair Labor Standards Act of 1938, as amended, and the Federal Occupational Safety and Health Act of 1970 (OSHA), as amended, and with any rules and regulation under such Acts as well as other applicable Laws.

Municipality shall be responsible for obtaining from the appropriate authority any required authorizations to operate and/or maintain its Attachments, Overlashings and/or Facilities on public and/or private property before it attaches, rearranges, or removes any Attachments, Overlashings and/or Facilities to any Pole(s). Municipality shall supply to such authorities any information pertaining to their installation as shall be legally required.

2. Rights in Poles

No use, however extended, of a Pole or payment of any fee or charge required hereunder shall create or vest in the Municipality any ownership or property right in such a Pole; provided, however, Owner acknowledges that Connecticut General Statute Section 16-233 and the May 17, 2000 DPUC decision in Docket No. 99-03-25RE01 provide Municipality with the right to attach Facilities to "one gain upon each public utility [P]ole" in accordance with applicable Law. Owner and the Other Owners, as applicable, are and shall remain the owners of all Poles, Anchors and Guy Strands covered by this Agreement.

3. Other Agreements

Nothing contained herein shall be construed as a limitation, restriction, or prohibition against the Owner with respect to any agreement(s) and arrangement(s) which the Owner has entered into, or may in the future enter into, with others not covered by this Agreement, except that authorizations for Attachments existing at the time of such future agreements or arrangements shall not be diminished.

4. Non Exclusive Grant

Nothing herein contained or elsewhere shall be construed as a grant of any exclusive agreement to Municipality. Owner shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Poles covered by this Agreement.

5. Assignment of Rights

Municipality shall not assign, or transfer any authorization granted herein, or Overlash or permit Overlashing by another party, and any such authorization shall not inure to the benefit of Municipality's successors or assigns without the prior written consent of the Owner. In the event such consents are granted by the Owner, the provisions of this Agreement shall apply to and bind the Municipality's successors and assigns. The Municipality cannot sub-license any of its rights hereunder to any third party.

6. Waiver of Terms and Conditions

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement hereunder to be in breach, to be in default or to be terminated or failure to declare any authorization granted hereunder to be revoked shall not constitute a waiver or relinquishment of any such term, condition or act but the same shall be and remain at all times in full force and effect.

7. Terminable Agreement

Unless previously terminated pursuant to its terms, this Agreement shall continue in effect until six (6) months after written notice of termination for convenience is given by either Party to the other Party; provided, however, that the termination of this Agreement by either Party (a) shall not waive or release the contractual obligations of each Party that arose or accrued under this Agreement prior to such termination and/or (b) shall not waive, release or impair the Municipality's rights under Connecticut General Statute 16-233.

8. Entire Agreement

This Agreement supersedes all previous agreements between the Parties for maintenance and placement of Attachments, Overlashings and Facilities by the Municipality and constitutes the entire agreement between the Parties with respect to the specific subject matter hereof. It may not be modified or amended nor may any obligation of either Party be changed or discharged except in writing signed by the duly authorized officer or agent of the Party to be charged, except to the extent that this Agreement is automatically amended by applicable Law as described in Article IX, Section 1. Currently effective pole attachment licenses, if any, issued pursuant to previous agreements with the Owner shall remain in effect. This Agreement may be executed in counterparts; and for purposes of this Agreement, a photocopy or facsimile copy of a signature page shall be deemed to be an original.

9. Notices

Any notice to be given to either Party under this Agreement shall be sent by (a) certified mail, return receipt requested and such notice shall be effective immediately upon being deposited in the United States mail, (b) overnight mail via a nationally recognized courier service (i.e., UPS or Federal Express) and such notice shall be effective upon delivery by said overnight courier, or (c) facsimile with a confirmation and such notice shall be effective upon confirmation of facsimile; and notices shall be addressed to:

Municipality: Town of South Windsor
Attn: Matthew Galligan, Town Manager
1540 Sullivan Avenue
South Windsor, CT 06074
with a copy to:
Town of South Windsor
Attn: Scott Roberts, CIO
1540 Sullivan Avenue
South Windsor, CT 06074

Owner: CL&P
107 Selden Street, Berlin, CT 06037
Attn: Vice President-Energy
Delivery Services
Fax: 1-860-665-5504

with a copy to:
Northeast Utilities Legal Dept.
107 Selden Street, Berlin, CT 06037
Attn: State Regulatory Attorney ; Fax: 1-860-665-5504

10. Taxes

If Owner is assessed or charged any state or municipal tax (including any real property tax or personal property tax) attributable to the presence of the Municipality's Attachments, Overlashings and/or Facilities on Poles, then the Municipality shall be responsible for promptly causing the applicable taxing authority to (a) exempt the Owner from such tax or (b) re-issue an invoice for any such tax directly to the Municipality; provided, however, the Municipality is not responsible for any federal or state income tax imposed on Owner resulting from the fees and charges paid by Municipality to Owner under this Agreement.

11. Governing Law

This Agreement shall be governed by, and interpreted according to, the laws of the State of Connecticut.

12. List of Exhibits

Exhibit A: Structure Access Request – Poles Connecticut
Exhibit B: Pole Data Sheet - Connecticut
Exhibit C: Notification of Removal of Pole Attachment By Municipality
Exhibit D: Pole Data Sheet – Removals
Exhibit E: Rates and Charges
Exhibit F: Authorized Overlashing Techniques
Exhibit G: DPUC-Approved Caps on Unauthorized Attachment/Overlashing Fees and Non-Conforming Construction/Shifting Fees
Exhibit H: Diagrams of Certain Attachments (Showing one Attachment versus two Attachments)

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

MUNICIPALITY: Town of South Windsor

By: _____

Print Name: Mathew B. Galligan
Title: Town Manager
Date: 11/17/14

OWNER: THE CONNECTICUT LIGHT AND POWER COMPANY

By: _____

Print Name: Kenneth B. Bowes
Title: Vice President-Engineering
Date: 6/2/15