CL&P'S STANDARD FORM
POLE ATTACHMENT AGREEMENT FOR MUNICIPAL ATTACHMENTS BETWEEN THE CONNECTICUT LIGHT AND POWER COMPANY
AND CITY OF NEW LONDON

TABLE OF CONTENTS

ARTICLE I 4

SCOPE 4

ARTICLE II 4

DEFINITIONS 4

1. Anchor 4
2. Appurtenance 4
3. Approved Overlashing Techniques 5
4. Attachment or Pole Attachment 5
5. Cable 5
6. Facilities or Municipality's 5
7. Guy Strand 5
8. Law 5
9. Municipality 5
10. Make-Ready Work (Initial/Additional) 5
11. Municipal Gain 6
12. Non-Conforming Construction/Shifting Fee 6
13. Other Licenses 6
14. Other Owners 6
15. Overlashing 6
16. Owner 6
17. Periodic Inspection 6
18. Pole or Utility Pole 6
19. Post-Construction Inspection 6
20. Pre-Construction Survey 6
21. Suspension Strand (messenger cable) 7
22. Unit Cost 7
23. Unauthorized Attachment Fee 7

ARTICLE III 7

PERMITS AND CONSENTS 7

1. Permits and Consents 7
2. Requirements to Construct and Maintain a Pole and Anchor 7

ARTICLE IV 7

PROCEDURES 7

1. Application for Authorization 7

10. Taxes 21
11. Governing Law 21
12. List of Exhibits 21

Exhibit A: Structure Access Request – Poles Connecticut 24

Exhibit B: Pole Data Sheet – Connecticut 25

Exhibit C: Notification of Removal of Pole Attachment By Municipality 26

Exhibit D: Pole Data Sheet – Removals 27

Exhibit E: Rates and Charges 28

Exhibit F: Authorized Overlashing Techniques 29

Exhibit G: DPUC-Approved Caps on Unauthorized Attachment/Overlashing Fees and Non-Conforming Construction/Shifting Fees 30

Exhibit H: Diagrams of Certain Attachments
(Showing one Attachment versus two Attachments) 32

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)

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

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

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

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:

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.

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

,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.

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: City Clerk
City of New London
181 State Street
New London, Ct 06320
with a copy to:
Director of Finance
City of New London
181 State Street
New London, Ct 06320

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

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

MUNICIPALITY: New London

By: [signature]
Print Name: Daniel M Rose
Title: City Manager
Date: April 4, 2011

OWNER: THE CONNECTICUT LIGHT AND POWER COMPANY

By: [signature]
Print Name: Kenneth Bowes
Title: Vice President - Energy Delivery Services
Date: 4/27/2011

Energy for a Changing World™ Connecticut Light & Power
The Northeast Utilities System

EXHIBIT B

Pole Data Sheet - Connecticut

Applicant Contact Name and Address _____ Sheet 1 of ____

Customer Application Number Municipality

Requested number of poles required for attachments in this application Applicant Map Number

ıicipality Pole #	Location	Pole Owner	Proposed Attachment	Weight per foot or each?	Make Ready Req'd? (Y or N)	Other Co Work Req'd? (Y or N)	Description of Make Ready Work and Additional Comments

NOTE: In order to process your request, all necessary drawings and/or maps must be attached when sent via email. If they cannot be sent electronically, please send request forms directly to:
Third Party Administrator – BMN1

Energy for a Changing World™

Connecticut Light & Power
The Northeast Utilities System

EXHIBIT D

Pole Data Sheet – Removals

Applicant Contact Name and Address
License Number
Number of poles where attachments were removed

Sheet 1 of
License Issue Date
Municipality

Municipality Pole #	Location	Pole Owner	Notes

EXHIBIT F

Pursuant to Section IV(2)(b) hereof, Owner and Municipality have mutually agreed that Municipality may follow this procedure for Overlashing upon providing Owner with 5 days prior notice if (i) the Overlashing is performed consistent with the Approved Overlashing Techniques shown in the attached diagrams and (ii) the resulting tension of any Overlashed bundles shall not exceed 60% of the usable heavy load in accord with NESC Rule 251. The Municipality's existing Cable and Strands as well as the Municipality's proposed new Cable cannot exceed the size and weight shown on the tables below.

PROCEDURE-

a) Municipality shall perform (at Municipality's expense) a self pre-survey of all routes where it proposes to Overlash new Cable to its existing licensed Attachment(s) and provide written or electronic results of such survey (in a format that is reasonably acceptable to Owner) to Owner at least five days prior to the installation of the proposed new Overlashing.

b) Municipality shall provide five (5) days advance notice, in writing, to Owner prior to Overlash work being started. Such notice shall (i) identify the specific Poles impacted by the proposed Overlashing, including the identification number that appears on each such Pole, (ii) the weight and dimensions of each Cable sought to be Overlashed onto existing Attachments, (iii) certify that the Overlashing technique is an Approved Overlashing Technique and (iv) such other technical information as Owner may reasonably request after Owner has received and reviewed Municipality's notice of proposed Overlashing.

c) If Make-Ready Work is required to accommodate any proposed Overlashing, then the normal make-ready process in the Agreement applicable to Make-Ready Working arising out of any application for new Pole Attachments will be followed by Owner and Municipality.

SPECIFICATIONS
Municipality shall conform to the terms and conditions described in Article IV, Section 2(a) of the Agreement, including but not limited to:
The National Electrical Safety Code (NESC)
Part 2 Section 26-261K2 Strength Requirements.
Part 2 Section 25-250 Loading Requirements

Exhibit F, Figure 2

1 Additional Cable
Number of cables lashed together @ rated tension / usable load

JACKETED CABLE
1/4" - 6.6m EHS Bare Strand = 6,650 lbs
NESC 251-Heavy @ 60% (Usable Load) = 3990 lbs.

	Span Lengths		
Span Tension =	**100'**	**150'**	**200'**	**250'**
	1,412 lbs.	2,089 lbs.	2,785 lbs.	
Calculated Sag =	8.5'	13"	17.3"	
NESC Tension Results(251-Heavy) =	2,250 lbs.	3,050 lbs.	3,830 lbs.	

144 fiber cable
Nominal OD over jacket: 0.71"
Weight = .181 lbs per ft.

.650MC2 coax cable
Nominal OD over jacket: 0.722"
Weight = .147 lbs per ft.

Bundle size = 1.990"

Exhibit F, Figure 4

3 Additional Cables
Number of cables lashed together @ rated tension / usable load

JACKETED CABLE
1/4" - 6.6m EHS Bare Strand = 6,650 lbs
NESC 251-Heavy @ 60% (Usable Load) = 3990 lbs.

	Span Lengths		
Span Tension =	**100'**	**150'**	**190'**	**250'**
	1,517 lbs.	2,229 lbs.	2,890 lbs.	
Calculated Sag =	11.8"	18"	22.6"	
NESC Tension Results(251-Heavy) =	2,420 lbs.	3,286 lbs.	3989 lbs.	

Bundle size = 2.383"

8. The Mediator believes that the make-ready timeliness penalty should be allocated between the pole owner and the 3rd party customer being harmed.

9. The pole owner should be allowed to recover its cost for additional administration and follow-up work and time so utility customers do not subsidize additional costs due to delays.

10. The remainder of the penalty revenue should go to the customer who experienced the delay.

11. The penalty charged to third parties and municipalities should be the same.

12. Pole owner customers will not subsidize 3rd party attachment costs.

13. The mediation team is available to assists with any disputes that may rise from this proposal.

14. The results of the cap proposal will be reviewed after 12 months of use.

15. Note: The penalty caps used by AT&T in the past will remain the same and are not affected by this proposal

Exhibit H, Diagram 1

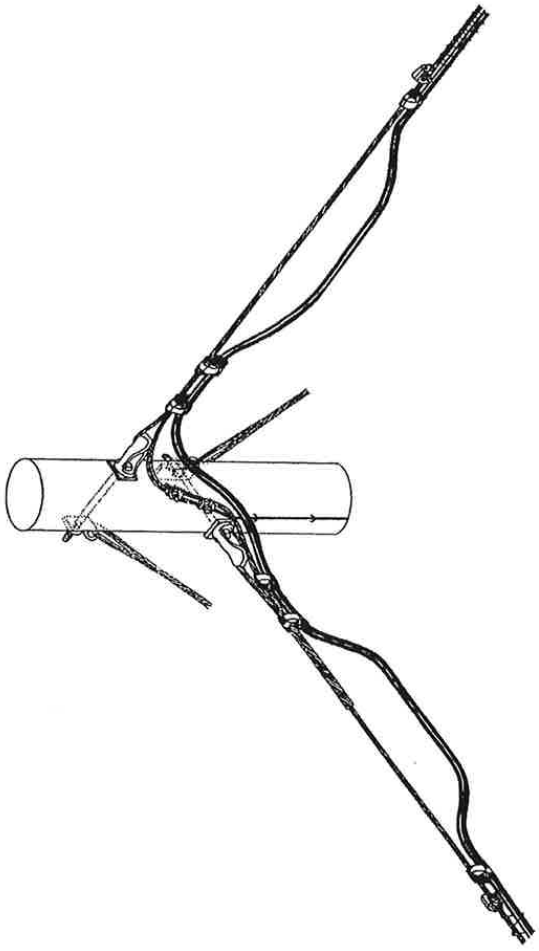

Exhibit H, Diagram 2

