WESTPORT CONNECTICUT

OFFICE OF THE
TOWN ATTORNEY

February 3, 2010

Stephen Klubnik
Engineering Manager, Systems Projects
CL&P
107 Selden Street
Berlin, CT 06037

RE: Pole Attachment Agreement for Municipal Private Fiber Networks between the CL&P and the Town of Westport

Dear Mr. Klubnik:

Enclosed are two (2) signed copies of the above named agreement between CL&P and the Town of Westport.

I have requested that a Certificate of Liability Insurance from the Town insurance carrier be sent to you at the address noted above.

When the documents are fully executed, kindly forward a copy to my attention at the Westport Town Hall.

If you have any questions, do not hesitate to call me.

Very truly yours,

Eileen Francis
Assistant to the Town Attorney

Enclosures

Town Hall • 110 Myrtle Avenue • Westport, CT 06880 • (203) 341-1040 • Fax (203) 341-1038 • Attorney@westportct.gov

Cert# 2425

CERTIFICATE OF INSURANCE

DATE: 02/03/2010

PRODUCER
Connecticut Interlocal Risk Management Agency
900 Chapel Street
New Haven, CT 06510

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: Connecticut Interlocal Risk Mgmt. Agency

INSURED
Town of Westport & Westport Board of Education

110 MYRTLE AVENUE
Westport CT 06880

COMPANY B:

COMPANY C:

COMPANY D:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	[X] **GENERAL LIABILITY** COMPREHENSIVE FORM	LAP2009001574	07/01/2009	07/01/2010	BODILY INJURY OCC	
	[ ] PREMISES/OPERATIONS				BODILY INJURY AGG	
	[ ] UNDERGROUND, EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE OCC	
	[ ] PRODUCTS/COMPLETED OPERATIONS				PROPERTY DAMAGE AGG	
	[ ] CONTRACTUAL				BI & PD COMBINED OCC	1,000,000
	[ ] INDEPENDENT CONTRACTORS				BI & PD COMBINED AGG	3,000,000
	[ ] BROAD FORM PROPERTY DAMAGE				PERSONAL INJURY AGG	1,000,000
	[ ] PERSONAL INJURY					
	[ ] **AUTOMOBILE LIABILITY** ANY AUTO				BODILY INJURY (Per person)	
	[ ] ALL OWNED AUTOS (Private Passenger)				BODILY INJURY (Per accident)	
	[ ] ALL OWNED AUTOS (Other than Private Passenger)				PROPERTY DAMAGE	
	[ ] HIRED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED	
	[ ] NON-OWNED AUTOS					
	[ ] GARAGE LIABILITY					
	[ ] **EXCESS LIABILITY** UMBRELLA FORM				EACH OCCURRENCE	
	[ ] OTHER THAN UMBRELLA FORM				AGGREGATE	
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				[ ] WC STATUTORY LIMITS	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				EL EACH ACCIDENT	
					EL DISEASE-POLICY LIMIT	
					EL DISEASE-EA EMPLOYEE	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

WITH RESPECTS TO GENERAL LIABILITY: THE CONNECTICUT LIGHT & POWER COMPANY, ITS CORPORATE PARENT, ITS CORPORATE AFFILIATES AND EACH OF THEIR RESPECTIVE TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES AND ATTORNEYS ARE ADDED AS ADDITIONAL INSURED WITH REGARDS TO A POLE ATTACHMENT AGREEMENT WITH THE TOWN OF WESTPORT

CERTIFICATE HOLDER

Connecticut Light and Power

ATTN: Stephen Klubnik, Eng. Manager
107 Selden Street

Berlin CT 06037

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OF REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE FOR CIRMA

CL&P'S STANDARD FORM
POLE ATTACHMENT AGREEMENT FOR MUNICIPAL PRIVATE FIBER NETWORKS BETWEEN THE CONNECTICUT LIGHT AND POWER COMPANY AND THE

Town of Westport

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THIS AGREEMENT, made as of the _____ 10TH day of February, 20 10, 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 "Licensor"), and the Town of Westport, a Connecticut Municipality (hereinafter called "Licensee" or "Municipality"). Collectively Licensor and Licensee 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, this Agreement governs the terms and conditions under which the Licensor agrees to allow Licensee to solely attach certain specific Facilities (as said term is defined in Article II) to the Licensor's utility poles located in, Municipality, Connecticut.

WHEREAS, the Licensor is willing to grant limited and restricted rights to the Licensee pursuant to applicable federal, state and local law and the terms of this Agreement for Licensee to attach its Facilities (as said term is defined in Article II) to such poles provided such attachments will not adversely affect the public service responsibilities or other public utility operations of the Licensor or Other Owners (as said term is defined in Article II), and provided that the Licensor and each such Other Owner are reimbursed for their costs and protected from all liability which may arise there from; and,

WHEREAS, the licensor will only use its municipal gain to place fiber to develop, construct and otherwise maintain a private 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

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, Licensor will issue to Licensee a revocable, nonexclusive license authorizing the attachment of Licensee's equipment and Facilities to Poles within the public right-of-way area included in Licensee's application. The Licensee understands that Licensor and Other Owners jointly own certain Poles, and with respect to such Poles that are jointly owned by Licensor and Other Owners, the Licensee shall be responsible for complying with this Agreement, 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. Attachment or Pole Agreement

A. An Attachment shall consist of the bolts, lags, screws, extension arms (only with specific approval of Licensor 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 Licensor pursuant to the terms of this Agreement.

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.

4. Cable

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

5. Facilities or Licensee's Facilities

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

6. Guy Strand

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

7. 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").

8. Licensee

The person, corporation or other legal entity authorized by the Licensor under this Agreement to attach its Facilities to Poles and the party responsible for compliance with applicable Law and Licensor's rules, tariffs, policies, procedures and regulations regarding such accommodations.

9. Licensor

The Connecticut Light and Power Company ("CL&P") which has the right to grant licenses for Attachments for all Poles in its operating territory within Connecticut and CL&P's successors and assigns.

10. Make-Ready Work (Initial/Additional)

All work performed by Licensor, 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 Licensee's Facilities to a Pole. Similar work required after initial attachment to a Pole solely because of the existence of the Licensee's Facilities shall be referred to as "additional Make-Ready Work".

11. Municipal Gain

A single position within the Licensor's communications gain on a utility pole reserved for municipal use in accordance with the term 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. Other Licensees

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

13. Other Owners

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

14. Overlashing

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

15. Periodic Inspection

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

16. Pole or Utility Pole

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

17. Post-Construction Inspection

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

18. Pre-Construction Survey

The work operations and functions performed by Licensor to process Licensee's application for Pole 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 Licensee's application and prepare the Make-Ready Work.

19. Suspension Strand (messenger cable)

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

20. Unit Cost

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

21. Unauthorized or Non-Conforming Charges

Additional charges applied in the event of non-compliance with specific terms and conditions of this Agreement are considered a liquidated damage and not a penalty since actual damages may be difficult to ascertain.

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 Licensee's application(s), as may be amended, granted for Connecticut, with respect to which Licensor has the power and privilege of granting licenses. Licensee 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 to construct, operate and/or maintain its facilities on private and public property at the location of the Pole to which Licensee seeks to attach its Facilities. Licensee shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by Licensor. The Licensor 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. The license granted to Licensee under this Agreement is granted on an "AS IS" basis, subject to applicable Law and existing and future rights of third parties; Licensor makes no representation, covenant or warranty as the quality of, scope of, and title to, the rights granted to Licensee under this Agreement.

b. The Licensee expressly recognizes that Poles are used and are to continue to be used primarily for the Licensor's present and future purposes and for the present and future purposes of Other Owners, that the Licensee's use will be secondary, and that this Agreement is made as an accommodation to the Licensee. Additionally, any licenses for Attachments and/or Facilities under this Agreement are personal to Licensee and are not for use by any entity other than Licensee for its own business purposes unless otherwise agreed to in writing by Licensor. Except as otherwise provided in this Agreement, the Licensee agrees that it will pay, as additional charges under this Agreement, all the costs incurred by the Licensor or by any Other Owner in connection with any work performed by the Licensor or by such Other Owner in order to provide or maintain space on any Pole for the Licensee's Attachments and/or Facilities, and any other costs incurred by the Licensor or any Other Owner, arising out of this Agreement, as hereinafter provided.

2. Requirement to Construct and Maintain a Pole and Anchor

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

ARTICLE IV
PROCEDURES

1. Application for Authorization

a. Licensor grants Licensee a non-exclusive right on an "AS IS" basis to attach its Facilities to any Poles, within its municipal boundaries, for which Licensor has the power and privilege of granting licenses within Licensor's operating territory in the State of Connecticut in accordance with all applicable Law.

b. Whenever the Licensee wishes a license to attach its Facilities to any Poles, it shall make an application therefore on the forms, copies of which are appended to this Agreement as **Exhibits A and B**. The Licensee shall specify the location of the Pole or Poles involved and shall specify what Facilities it wishes to attach to each Pole. Licensee must receive authorization from Licensor prior to commencing any attachment work. Licensee shall furnish Licensor with such engineering data as requested by Licensor including the type of signal being carried. Each application shall include the Application Fee as set forth in Article VIII, Rates and Charges.

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

d. Licensor shall process applications, perform any required engineering and surveys, perform any Make-Ready Work, and perform any other required functions on a first come first serve basis. Licensor shall be under no obligation to grant any license, or if a license has already been granted, may cancel any such license on sixty (60) days' written notice, if in Licensor'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, or (ii) in

instances of insufficient capacity, or for reasons of safety, reliability, or generally applicable engineering standards.

e. Licensor shall be under no obligation to grant or continue any license if Licensee has any outstanding and overdue payments owing to Licensor under this Agreement or any agreement with Licensor for the provision of Pole Attachments and/or installation of other facilities.

2. Specifications

a. Licensee's 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 Connecticut Department of Public Utility Control (DPUC) and the Department of Environmental Protection (DEP), any town ordinances, and the rules and regulation of any other governing authority having jurisdiction. Licensee's activities and Licensee's Facilities shall also comply with CL&P's standards, polices, practices and procedures governing pole attachments, 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. Licensee's Facilities shall not physically, electronically, inductively, or otherwise interfere with the facilities of Licensor, Other Owners and Other Licensees. Licensee shall always maintain a twelve (12) inch (30.48cm) separation from any existing communications facilities, except in the case of authorized Overlashing. Licensee shall not Overlash to its Facilities without the prior written permission from Licensor. Overlashing performed without Licensor's permission shall be considered an unauthorized Attachment and subject to the Unauthorized Attach ment/Overlashing Fee described in Article IV, Section 6.

b. Licensee shall exercise all necessary precautions to avoid damage to facilities of Licensor, 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 Licensee. The Licensee shall make an immediate report to Licensor of the occurrence of any damage and, within 60 days of Licensee's receipt of a request for reimbursement, Licensee hereby agrees to reimburse Licensor, Other Owners and/or Other Licensees, as applicable, for any damage caused by Licensee.

c. Licensee shall not at any time make any additions to, or changes in, the location of its Attachments on the Poles and/or Facilities covered by this Agreement without the prior written consent of Licensor, except in cases of emergency after oral permission shall have been obtained from Licensor's then-current Manager who is responsible for overseeing Attachments on the Poles and/or Facilities, such permission to be subsequently requested and confirmed in writing.

d. Licensee shall place a color coded (as determined by Licensor) label designating its ownership of any Facilities at each Pole, including any Overlashed Facilities. Such label must be recognizable by Licensor from ground level. If Licensee had existing licensed Facilities pursuant to a former agreement with Licensor and/or any Other Owner, Licensee shall label such existing Facilities.

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 Licensee's Facilities. The field inspection will be performed by representatives of the Licensor with optional participation by Other Owner(s), Other Licensees and the Licensee.

b. In the event the Licensor determines that a Pole to which Licensee desires to make attachments is inadequate or that a Pole needs rearrangement of the existing facilities thereon to accommodate Licensee's Facilities, the Licensor will inform Licensee 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.

c. Licensor shall specify the point of attachment on each of the Poles to be occupied by Licensee's Facilities. Where multiple Licensees' Attachments are involved, the Licensor will attempt, to the extent practical, to designate the same relative position on each Pole for each of Licensee's Facilities.

d. Licensee shall have forty-five (45) days from the receipt of written notification from the Licensor of the costs of Make-Ready Work to accept and pay all Make-Ready Work costs; provided, however, that if the Licensor 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 Licensee, then Licensee must accept the Make-Ready Work costs, within fifteen (15) days after receipt of notification from the Licensor of the other attachment request or by the end of the forty-five (45) day period, whichever period of time is shorter.

e. Any required Make-Ready Work will be performed following Licensor's receipt of payment of the charges for Make-Ready Work.

f. If the Licensor, 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 Licensee's Attachment to the Pole and/or Facilities, such modifications shall be additional Make-Ready Work and the Licensee shall pay the costs for such additional Make-Ready Work in accordance with the provisions of Article VIII, Rates and Charges. Additional Make-Ready Work necessitated by changes in the service needs of Licensor or an Other Owner will be billable to Licensee only when necessitated by the presence of Licensee Facilities.

g. Upon notice from the Licensor, Licensee shall promptly perform any Make-Ready Work necessary on Licensee's Attachments 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 Licensee is responsible for invoicing each such Other Licensee and collecting from each such Other Licensee payment for the costs incurred by Licensee to perform said Make-Ready Work. The Licensor shall not be liable for any such expense. If Licensee fails to perform such Make-Ready Work within the time period specified by Licensor, the Licensor shall have the right, but not the obligation, to perform the Make-Ready Work and charge Other Licensee the cost of performing such work.

h. Licensee shall reimburse Licensor for all traffic control costs incurred by Licensor to accommodate Licensee's Facilities and/or Attachments to Poles. When traffic control is necessary for Licensee during the performance of Licensee's Make-Ready Work to accommodate attachments from Other Licensees to Poles, then such traffic control shall be arranged for by Licensee.

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

j. All tree trimming made necessary, in the sole opinion of Licensor, by Licensee's proposed Attachments and/or Facilities shall be performed by Licensee or its contractors at the sole cost and expense of Licensee. All tree trimming done on a maintenance basis shall be the responsibility of Licensor. Costs for tree trimming associated with emergency and storm conditions shall be shared fully among all parties on a Pole.

k. All costs incurred by Licensor to accommodate Licensee's proposed Attachments and/or Facilities to Poles shall be reimbursed by Licensee to Licensor within 45 days of Licensor'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 Licensee's Facilities

a. Licensee shall provide written notice to the Licensor, at least twenty (20) days in advance of starting work, of the exact Pole locations where Licensee will be placing its Attachments and/or Facilities. Licensee shall also notify the Licensor in writing within five (5) days of the date(s) of attachment of Licensee's Facilities to the Poles.

b. The Licensor reserves the right to make Post-Construction and Periodic Inspections (of

any part or all) of Licensee's Attachments and/or Facilities attached to a Utility Pole.

c. Upon completion of a Post-Construction Inspection, the Licensor shall notify the Licensee in writing of the date of the completion of the Post-Construction Inspection.

d. The making of Post-Construction and/or Periodic Inspections or the failure to do so shall not operate to relieve Licensee 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 Periodic Inspections or any inspections found necessary due to the existence or potential existence of substandard or unauthorized Attachments Facilities and/or Overlashing are the responsibility of the Licensee. Costs attributable to Periodic Inspections for unauthorized Attachments, Facilities, Overlashing, or non-conforming conditions, will be charged to the party responsible for the unauthorized Attachments, Facilities, Overlashing, or non-conforming condition in addition to Unauthorized or Non-Conforming Charges.

5. Non-Complying Conditions

a. Licensee shall be obligated to correct any non-complying conditions within thirty (30) days of the date of the written notice from the Licensor; provided, however, that if the Licensor determines (in the Licensor's discretion) that the non-complying condition (i) constitutes a material threat to the public safety or the safety of the Licensor's employees, Other Owner's employees or Other Licensees, (ii) interferes with the performance of the Licensor's or Other Owner's service obligations, or (iii) poses an immediate threat to the physical integrity of the Pole plant then Licensee shall remedy such non-complying condition within the accelerated time period specified by Licensor. If the Licensee fails to correct any such non-complying condition within the applicable time period then:

(i) the Licensee's permission to attach its Attachments and/or Facilities to the Poles in question shall be revoked forthwith, regardless of whether Licensee has activated the Attachments and/or Facilities attached to said Poles, and Licensee shall remove its Attachments and/or Facilities from said Poles in accordance with the provisions in Article VII, Revocation of Authorizations, and/or

(ii) Licensor shall have the right, but not the obligation, to correct said conditions and Licensee shall pay to the Licensor the cost of performing such work.

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

c. Licensee shall be liable to Licensor for the Non-Conforming Construction/Shifting Fee set forth in Article VIII, Rates and Charges, for each Attachment, for each day beyond the applicable time period described in Article IV, Section 5(a) above that the non-conforming condition remains uncorrected. No further Attachment authorizations shall be issued to Licensee until Licensee's Attachments and/or Facilities are removed from the Poles where each such non-complying condition exists or each such non-complying condition is corrected.

6. Unauthorized Attachments/Unauthorized Overlashing

a. Licensee must receive prior written authorization from Licensor for any of the following:

(i) attachment of any Appurtenances, Attachment and/or Facilities to

Poles;

(ii) Overlashing; and

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

Absent such written authorization the Licensor, without prejudice to its other rights or remedies under this Agreement, including revocation or otherwise, may charge an Unauthorized Attachment/Overlashing Fee per Pole for each unauthorized Attachment, Facility and/or Overlash, as specified in Article VIII, Rates and Charges. Further, Licensor will require the Licensee to submit in writing, a Pole Attachment application for all unauthorized Attachments, Facilities and/or Overlashing. If such application is not received by the Licensor within ten (10) days after receipt of written notice by the Licensor of the unauthorized condition, the Licensee will be required to remove its unauthorized Attachment, Facility and/or Overlash within ten (10) days of the final date for submitting the required application, or the Licensor may remove each such Licensee's unauthorized Attachment, Facility and/or Overladh without liability, and the cost of such removal shall be borne by the Licensee.

b. No act or failure to act by the Licensor with regard to any unauthorized Attachment, Facility and/or Overlash shall be deemed as the authorization of such unauthorized Attachment, Facility and/or Overlash; and, if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by the Licensor of any of its rights or privileges under this Agreement, or otherwise, provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized Attachment, Facility and/or Overlash from its inception.

7. Rearrangements and Shifting

a. Licensor may perform all rearrangements and shifting of Licensee's Facilities as required in emergency or storm restoration conditions, vehicular accidents, threat to general public, or public work projects, to accommodate Licensor, Other Owners, or Other Licensees, and during normal Pole moves, maintenance, and replacements.

b. Licensor may rearrange and reattach Licensee's Facilities as needed under emergency conditions, but is under no obligation to do so. If Licensor 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 Licensees' Facilities, Licensor shall contact Licensee and Licensee shall perform any such rearrangement or shifting within the time period specified by Licensor thereafter and provide notice to Licensor of completion of such rearrangement or shifting. If Licensee fails to perform such rearrangement or shifting and provide notice to Licensor of completion within the time period specified by Licensor , 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 Licensee that the work has been completed.

c. The costs of rearrangements and shifting, including the cost of traffic control, performed by Licensor on behalf of the Licensee will be borne by the Licensee as set forth in Article VIII, Rates and Charges.

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

8. Extraordinary Events

In the event or circumstances beyond the control of either Party, including but not limited to severe storms, natural disasters, or other extraordinary events, which cause damage to Licensee's Facilities, Licensor's facilities, Other Owner's facilities, Other Licensee's facilities and/or to Poles, or require replacement of Poles, each of Licensee, Licensor, the Other Licensees and Other Owners shall share the expenses for reconstruction or replacement of Poles, disposal of prior Poles and related materials and rearrangement of facilities in accordance with an allocation method established by Licensor.

ARTICLE V
OTHER OBLIGATIONS OF LICENSEES

1. Insurance

a. Licensee shall carry insurance policies issued by an insurance carrier licensed to operate in the State of Connecticut to protect the Licensor and Other Owners, as named or additional insured, 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 Licensee submits to the Licensor hereunder for permission to attach Attachments and/or Facilities to Poles, the Licensee shall also carry such insurance as will protect Licensee from all claims under any Worker's Compensation Law in effect that may be applicable. Licensor-The Connecticut Light and Power Company, its corporate parent, its corporate affiliates and each of their respective trustees, officers, directors, employees and attorneys shall be named as additional insureds on such policy(ies) of insurance.

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

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

f. Licensee shall promptly advise the Licensor 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 Licensee's Facilities by Licensee or its assigns, agents and/or employees. Copies of all accident reports and statements made to the insurer by the Licensee, or others, shall be furnished promptly to the Licensor.

g. Licensee shall furnish a bond from a surety deemed acceptable to Licensor or other evidence of financial security deemed acceptable to Licensor in an amount specified as follows, to guarantee the payment of any sums which may become due to the Licensor hereunder and any other charges for work performed for Licensee, by the Licensor or Other Owner, for which Licensee is responsible, including the removal of Licensee's Facilities upon termination of any authorization issued hereunder, and any such amounts remain unpaid for more than thirty (30) days. Such bond or other satisfactory evidence of financial security provided by Licensee shall remain in effect until twenty-four (24) months after the end of this Agreement.

(i). Licensee shall furnish a bond, irrevocable Letter of Credit or other security satisfactory to the Licensor in the following amounts: Security in the amount of $20.00, shall be required for each authorized Attachment. The total amount of security required hereunder shall not exceed $300,000 or be less than $1,000.

Security will not be required where Licensee's total Attachment authorizations do not exceed ten (10).

(ii). If the financial security is in the form of a bond or irrevocable Letter of Credit, such instrument shall be issued by a Surety Company or Bank satisfactory to the Licensor. The instrument shall contain a provision that the Surety Company or Bank will pay the Licensor within the dollar limits of the instrument any sum demanded by the Licensor as due under this Agreement, whether or not the Licensor exercises or has exercised any option it may have to terminate. If any such amounts are paid by Surety Company or Bank, the Licensee shall restore the Surety Bond or Letter of Credit to the full amount required under this Article V, within thirty (30) days after notice of such payment is sent to the Licensee.

(iii). The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee.

ARTICLE VI
LIABILITY AND DAMAGES

1. Licensee shall indemnify, hold harmless and defend the Licensor and Other Owners from and against any and all claims, demands, causes of action and costs (including reasonable attorney's fees), for any damages to property or persons which arise out of Licensee's use of this License Agreement or caused by the acts or omissions of Licensee, its agents, contractors, employees or sublicenses. Licensor shall notify Licensee of any such claims, demands, causes of action and costs as soon as is reasonably practicable and shall cooperate in the defense of such matters.

2. In the event Licensee or Licensee's Facilities physically or electronically damage or interfere with Licensor's, Other Licensee's or Other Owner's facilities, Licensee shall be liable for all expenses to correct such damage or interference including but not limited to any reimbursement claim from customers of Licensor, Other Licensees or Other Owners for such physical or electronic damage.

3. Should the Licensor remove Licensee's Facilities from a Pole under Article VII, Revocation of Authorizations, the Licensor will deliver to the Licensee the Facilities so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due the Licensor. The Licensor shall have a lien on Licensee's Facilities attached to Poles or removed there from, with a power of public or private sale, to cover any amounts due the Licensor. Such liens shall not operate to prevent the Licensor from pursuing, at its option, any other remedy in law, equity or otherwise.

4. Except for Licensor's gross negligence or willful misconduct, Licensor assumes no liability of any kind for the interruption of Licensee's services during any removal, maintenance, rearrangement, or shifting provided for under this Agreement. Licensor assumes no liability for failure to inspect any Attachments or Facilities.

ARTICLE VII
REVOCATION OF AUTHORIZATIONS; DISPUTE RESOLUTION

1. In addition to rights of termination provided to the Licensor under other provisions of this Agreement, the Licensor shall have the right to revoke Pole Attachment authorizations and rights granted under provisions of this Agreement where:

a. the Licensee's Facilities are maintained or used in violation of any Law or in aid of any unlawful act or undertaking; or

b. the Licensee ceases to have authority to construct and operate its Facilities on public or private property at the location of the particular Pole covered by the authorization; or

c. the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations hereunder; or

d. the Licensee attaches to a Pole or Overlashes without having first been issued written authorization therefore; or

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

f. the Licensees' Facilities are used by others not a party to this Agreement and who have not been authorized by Licensor as specified in Article IV, Section 5, Unauthorized Attachments or Article IX, Section 5, Assignment of Rights; or

g. the Licensee sublicenses or apportions part of the Licensed Attachment to an entity not a party to this Agreement, or Overlashes its own Facilities without permission from Licensor, or permits another party to Overlash to its Facilities, as specified in Article IX, Section 5, Assignment of Rights.

2. The Licensor will promptly notify the Licensee in writing of any instances cited in Article VII(1) preceding, upon its determination of the same. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Licensor within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to the Licensor within the time stated above, in addition to any other rights of Licensor under this Agreement, the Licensor may revoke the Attachment authorizations granted hereunder for Poles as to which such non-compliance continues to occur.

3. Pole Attachment authorizations and rights as granted under provisions of this Agreement may be immediately revoked by the Licensor if:

a. The Licensee's insurance carrier shall at any time notify the Licensor that the policy or policies of insurance as required in Article V, Other Obligations of Licensee, will be or have been canceled or amended so that those requirements will no longer be satisfied.

b. The Licensee shall fail to pay any sum due or to deposit any sum required under this Agreement, or shall fail to maintain satisfactory security as required in Article V, Other Obligations of Licensee, Section 2.

c. Any authorization which may be required by any Law, governmental or private authority for the construction, operation and maintenance of the Licensee's Facilities on a Pole is denied, revoked, or canceled.

d. Upon notice from the Licensor to the Licensee 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 Faciliteis of the Licensee shall be removed at once from the affected Pole or Poles by the Licensee.

4. Licensee may at any time remove its Facilities from a Pole after first giving the Licensor written notice of Licensee's intention to so remove its Facilities. Before any Facilities can be removed from a Pole, Licensee shall provide Licensor with completed copies of the forms in **Exhibits C and D** hereto which identify each Pole affected by Licensee's request to remove Facilities.

5. In the event of termination of any of the Licensee's authorizations hereunder, the Licensee will remove its Facilities from the Poles within thirty (30) days of the effective date of the termination. If the Licensee fails to remove its Facilities within the specified period, the Licensor shall have the right, but not the obligation, to remove such Facilities at the Licensee's expense and without any liability on the part of the Licensor for damage or injury to such facilities or interruption of Licensee's services. In the event Licensor removes any of Licensee's equipment from Poles pursuant to this Section, Licensor may hold such equipment as security for the payment of any sums due under this Agreement or may sell such equipment at a public or private sale without notice to the Licensee or may turn such equipment over to the Licensee, or may do any combination of these things. In the event that Licensor sells any of the Licensee's equipment, Licensor shall apply the proceeds to the payment of sums due under this Agreement and shall turn the balance, if any, over to the Licensee.

6. When Licensee's Facilities are removed from a Pole, no Attachment to the same Pole shall be made until the Licensee has first complied with all of the provisions of this Agreement as though no such Pole Attachment had been previously made and all outstanding charges due to the Licensor for such Pole Attachment

have been paid in full.

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. 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. Mediation. If the dispute has not been resolved by negotiation within forty-five (45) days after the disputing Party's notice, or if the Parties failed to meet within thirty (30) days, each as contemplated in Section 7(a), the Parties shall endeavor to settle the dispute by mediation under the then current CPR Mediation Procedure; provided, however, that if one Party fails to participate as provided herein, the other Party can initiate mediation prior to the expiration of the forty-five (45) days. Unless otherwise agreed, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals.

c. Arbitration. Any Dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, shall be finally resolved by arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration by a sole arbitrator, for disputes involving amounts in the aggregate under Three Million Dollars ($3,000,000), or three (3) arbitrators, for disputes involving amounts in the aggregate equal to or greater than Three Million Dollars ($3,000,000), of whom each Party shall designate one (1) in accordance with the "screened" appointment procedure provided in CPR Rule 5.4, with the third arbitrator selected pursuant to CPR Rules 5 and 6; provided, however, that if either Party will not participate in a non-binding procedure, the other may initiate arbitration before expiration of the above period. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Hartford, Connecticut.

d. Powers of Arbitrator(s). The arbitrator(s) are not empowered to award damages in excess of compensatory damages (including liquidated damages specified herein) and each Party expressly waives and foregoes any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner. All costs of the arbitration shall be paid equally by the Parties, unless the award shall specify a different division of the costs. Each Party shall be responsible for its own expenses, including attorney's fees. Both Parties shall be afforded adequate opportunity to present information in support of its position on the dispute being arbitrated. The arbitrator may also request additional information from the Parties.

e. Compelled Arbitration. Each Party will proceed in good faith to conclude the arbitration proceeding as quickly as reasonably possible. If a Party refuses to participate in an arbitration proceeding as required by this Agreement, the other Party may petition any governmental authority having proper jurisdiction for an order directing the refusing Party to participate in the arbitration proceeding. All costs and expenses incurred by the petitioning Party in enforcing such participation will be paid for by the refusing Party.

f. Related Parties and Proceedings. Licensor shall have the right, but not the obligation, to join or otherwise require others to participate as parties and/or witnesses, in the sole discretion of Licensor, in any dispute resolution proceeding hereunder (including any negotiation between executives, mediation and/or arbitration). If Licensor, in its sole discretion, exercises such right, then such additional party and/or parties shall be an equal participant in, and subject to all rules and requirements of, such proceeding.

g. Subcontractors. Licensor shall incorporate and require the incorporation of the provisions of this Article VII, Section 7, into all agreements with subcontractors at any tier. Without limiting the provisions hereof, each subcontractor shall (a) consent to being joined as a party and/or a witness in any dispute resolution proceeding hereunder and/or related hereto; and (b) waive and release, to the fullest extent permitted by Law, any objection, right or other claim that such subcontractor cannot be compelled or otherwise has no obligation to participate in any such proceeding, as a party, witness or otherwise. If a subcontractor refuses to comply with this Article VII, Section 7 in whole or in part, Licensor may petition any governmental authority having proper jurisdiction for an order directing such subcontractor to so comply. All costs and expenses incurred by Licensor in enforcing such participation will be paid by such subcontractor.

ARTICLE VIII
RATES AND CHARGES

The Licensee is responsible for payment of all rates and charges as specified elsewhere in this Agreement and as set forth below. Licensee 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 Licensor regardless of whether Licensee subsequently withdraws its application for Attachment authorizations for the Poles on which such work was performed.

Licensee agrees that, in the event Licensee 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 Licensor 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. Licensor 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 Licensee to Licensor. The Application Fee includes Licensor'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. Licensor shall be under no obligation to accept any Application without the Application Fee as specified in **Exhibit E**.

3. Unauthorized Attachment/Overlashing Fee

The Unauthorized Attachment Fee specified in **Exhibit E** will be charged on a per Pole basis for any unauthorized Attachment, unauthorized Facility and unauthorized Overlashing, or unauthorized use of a Pole Attachment.

4. Charges for Make-Ready Work, Rearrangement/Shifting, Periodic 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 include Licensor's provision of Post Construction Inspections. Rearrangement/Shifting charges and Periodic Inspection 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 Licensee.

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 any non-conforming construction which is not brought into conformance within the applicable time period identified in Article IV, Section 5 or for any failure to timely perform rearrangements and shifting as set forth in Article IV, Section 7.

7. Payment of Rates and Charges

Unless otherwise provided elsewhere in this Agreement, Licensee shall pay all rates and charges, as specified in the Agreement, within thirty (30) days from the dates of billing thereof. If Licensee disputes any amount invoiced by Licensor, Licensee shall make payment of the invoice in full and shall notify Licensor in writing of the disputed amount. Licensee may dispute any amount within ninety (90) days after the date that payment has been made. Licensee 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 the Licensee, or Licensor, then the other Party shall include interest 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 Licensee 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 Licensor may elect to amend such rates and charges using either of the following two different approaches: (i) if Licensor determines that it is unnecessary to obtain approval from any governmental authority, including the DPUC, to amend such rates or changes, then Licensor may elect to amend such rates or charges upon providing 30 days prior written notice thereof to Licensee and each such amended rate or charge shall automatically take effect upon the 30th day after Licensee receives such notice; or (ii) if Licensor 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 Licensor'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 Licensee and the Licensor 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 the provisions hereof and the Parties agree to modify in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such Law. 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.

Licensee shall be responsible for obtaining from the appropriate authority any required

authorizations to operate and/or maintain its Facilities on public and/or private property before it attaches, rearranges, or removes any Facilities to any Pole(s). Licensee 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 Licensee any ownership or property right in such a Pole, but the Licensee's rights herein shall be and remain a revocable license. Licensor 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 Licensor with respect to any agreement(s) and arrangement(s) which the Licensor 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. The rights of Licensee shall at all times be subject to such existing and future agreement(s) or arrangement(s).

4. License Not Exclusive

Nothing herein contained or elsewhere shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor 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

Licensee 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 Licensee's successors or assigns without the prior written consent of the Licensor. In the event such consents are granted by the Licensor, the provisions of this Agreement shall apply to and bind the Licensee's successors and assigns. The Licensee 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 or the licenses granted hereunder 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. Revocable License

Unless previously revoked pursuant to its terms, this Agreement shall continue in effect until six (6) months after written notice of revocation for convenience is given by either Party to the other Party.

8. Entire Agreement

This Agreement supersedes all previous agreements between the Parties for maintenance and placement of Attachments and Facilities by the Licensee 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. Currently effective licenses, if any, issued pursuant to previous agreements shall remain in effect as if issued pursuant to this Agreement.

9. Notices

Any notice to be given to either Party under this Agreement shall be sent by 1) certified mail, return receipt requested and such notice shall be effective immediately upon being deposited in the United States mail, 2) 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 3) facsimile with a confirmation and such notice shall be effective upon confirmation of facsimile; and notices shall be addressed to:

Licensee:
Gordon F. Joseloff
First Selectman
Town of Westport
110 Mrytle Avenue, Westport, CT 06880
with a copy to:
Town Attorney's Office
Town of Westport
110 Myrtle Avenue
Westport, CT 06880

Licensor:
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 the presence of the Licensee's Attachments and/or Facilities on Licensor's Poles causes Licensor to pay any new or additional tax which Licensor would not otherwise pay, Licensee shall reimburse Licensor to the full extent of such new or additional tax, as additional charges, within thirty (30) days of receiving a bill therefore from Licensor.

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 Licensee
Exhibit D: Pole Data Sheet – Removals
Exhibit E: Rates and Charges

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

LICENSEE: Town of Westport

By: _____

Print Name: Gordon F. Joseloff
Title: First Selectman
Date: 2-1-10

LICENSOR: THE CONNECTICUT LIGHT AND POWER COMPANY

By: _____

Print Name: Dana Louth
Title: CL&P VP
Date: 2/10/16

Energy for a Changing World™

Connecticut Light & Power
The Northeast Utilities System

Connecticut Light & Power
P.O. Box 270
Hartford, CT 06141-0270
(860) 665-5000

EXHIBIT A

Structure Access Request – Poles Connecticut

To: Third Party Administrator – BMN1
Connecticut Light and Power
107 Selden Street
Berlin, Ct 06037

Customer Application Number _____

_____

A payment of $_____ for the application and survey costs, must accompany this application form.

In accordance with the terms and conditions of the Pole Attachment License Agreement between (Company Name) and CL&P, application is hereby made for a License to attach communication facilities to (number) poles as indicated on the Pole Data Sheet in the municipality of _____.

Applicant to indicate action below:

☐ This authorizes CL&P to perform a Field Survey whereby CL&P will determine the availability of pole structure for occupancy, will estimate what Make Ready work would be required to prepare the poles for occupancy, and will provide an estimated cost for that Make Ready work. Enclosed is a deposit of $_____ to be applied toward the cost for CL&P to perform the Field Survey. The cost for the Field Survey will be:

$_____ + ($ ____ X _____ Poles = _____) = $ _____.
(Application Fee) *(Unit cost per Pole)* *(No. Poles)* *(Total Fixed Charge)*

It is understood that this will be the total cost for the Field Survey work unless extraordinary expenses are incurred or changes are requested by Applicant that increase the costs.

By signing this application you agree to follow the terms of the above-cited Pole Attachment License Agreement, all applicable laws, and all applicable CL&P policies, procedures and guidelines.

_____
(Company Name of Applicant (not name of Agent))

_____
Billing address for re-occurring lease bill)

_____
(City, State & Zip code)
(___) ___ - ____ ext _____
(Telephone Number)

_____
(Office address if different)

_____
(City, State & Zip code)
(___) ___ - ____ ext _____
(Telephone Number)

_____
(Signed)

_____
(Printed)

_____
(Title)

_____
(Date)

_____
(E-Mail Address)

(To be completed by CL&P Only)

Application # _____

Project #: _____

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 mail the application to the address stated on the top of this form.

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

licensee 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

Connecticut Light & Power
P.O. Box 270
Hartford, CT 06141-0270
(860) 665-5000

EXHIBIT C

Notification of Removal of Pole Attachment By Licensee

To: Third Party Administrator - BMN1
Connecticut Light and Power
107 Selden Street
Berlin, Ct 06037

In accordance with the terms and conditions of the Pole Attachment License Agreement between (Company Name) and CL&P, dated_____ please cancel from your records the poles as indicated on the attached Pole Data Sheet in the municipality of _____, covered by the licenses indicated from which our attachments were removed on _____.

____

_____
(Company Name of Applicant (not name of Agent))

____
Billing address for re-occurring lease bill)

____
(City, State & Zip code)
(___) ___ - ___ ext ____
(Telephone Number)

____
(Office address if different)

____
(City, State & Zip code)
(___) ___ - ___ ext ____
(Telephone Number)

_____
(Signed)

____
(Printed)

____
(Title)

____
(Date)

____
(E-Mail Address)

Receipt of the above notice is hereby acknowledged -

_____
(Signed)

____
(Printed)

____
(Title)

____
(Date)

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

Licensee Pole #	Location	Pole Owner	Notes

EXHIBIT E
SCHEDULE OF RATES FOR MUNICIPAL LICENSEES*
FOR
STANDARD POLE ATTACHMENTS

1.	Pole Attachment Telecommunications License Fee:	$0** per Pole, per Year
2.	Overlash Fee	$0** per Pole, per year
3.	Agreement Establishment Fee:	$650.
4.	Application Fee Per Application: Plus Add'l Fee Per Pole:	$150. $50.
5.	Unauthorized Attachment/Overlashing Fee - Per Pole	$84.60.
6.	Non-Conforming Construction/Shifting Fee:	$84.60. per Pole per Day
7.	Make-Ready Work Charges Rearrangement/Shifting Fee Periodic Inspection Fee	Time & Materials***

* There may be additional costs, fees and/or charges billed to Licensee for Make-Ready work and/or costs incurred by Other Owners and/or Other Licensees. Rates shown above only reflect Licensor's costs, fees and charges. Pursuant to Article VIII(9) of the Agreement to which this Exhibit E is attached, the rates and charges set forth in this Exhibit E are subject to change in accordance with the process described in said Article VIII(9) of the Agreement.

** Connecticut General Statute Section 16-233 states that each municipal Licensee "shall have the right to occupy and use for municipal and state signal wires, without payment therefor, one gain upon each public utility pole . . . installed by a public service company within the limits of any such town, city, borough or district. . . ." Pursuant to Section 16-233 and the May 17, 2000 DPUC decision in Docket No. 99-03-25RE01, for each Licensee that is a Connecticut municipality the (i) Pole Attachment Telecommunications License Fee is $0 for a Pole Attachment installed in "one gain upon each public utility pole" and the Overlash Fee is $0 for each Overlashing installed in "one gain upon each public utility pole" and (ii) the Pole Attachment Telecommunications License Fee is $16.92 per year per pole for each Pole Attachment installed in an additional gain upon each public utility pole ("Additional Gain") and the Overlash Fee is $16.92 per year per pole for each Overlashing installed in an Additional Gain.

***Permitted by the September 29, 2004 DPUC decision in Docket No. 03-03-07, *DPUC Decision in Re Public Utility Structures and Poles Within Municipal Rights of Way* (stating "that Conn. Gen. Stat. §16-233 does not exempt any and all costs incurred by the pole custodian in providing the gain [to a municipal attacher]. The Department therefore required the Town of Manchester to pay for the make ready cost of providing the gain.")

CL&P'S STANDARD FORM
POLE ATTACHMENT AGREEMENT FOR MUNICIPAL PRIVATE FIBER NETWORKS BETWEEN THE CONNECTICUT LIGHT AND POWER COMPANY AND THE

Town of Woodstock

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THIS AGREEMENT, made as of the 22 day of Jan, 20 10, 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 "Licensor"), and the Town of Woodstock, a Connecticut Municipality (hereinafter called "Licensee" or "Municipality"). Collectively Licensor and Licensee 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, this Agreement governs the terms and conditions under which the Licensor agrees to allow Licensee to solely attach certain specific Facilities (as said term is defined in Article II) to the Licensor's utility poles located in, Municipality, Connecticut.

WHEREAS, the Licensor is willing to grant limited and restricted rights to the Licensee pursuant to applicable federal, state and local law and the terms of this Agreement for Licensee to attach its Facilities (as said term is defined in Article II) to such poles provided such attachments will not adversely affect the public service responsibilities or other public utility operations of the Licensor or Other Owners (as said term is defined in Article II), and provided that the Licensor and each such Other Owner are reimbursed for their costs and protected from all liability which may arise there from; and,

WHEREAS, the licensor will only use its municipal gain to place fiber to develop, construct and otherwise maintain a private 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

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, Licensor will issue to Licensee a revocable, nonexclusive license authorizing the attachment of Licensee's equipment and Facilities to Poles within the public right-of-way area included in Licensee's application. The Licensee understands that Licensor and Other Owners jointly own certain Poles, and with respect to such Poles that are jointly owned by Licensor and Other Owners, the Licensee shall be responsible for complying with this Agreement, 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. Attachment or Pole Agreement

A. An Attachment shall consist of the bolts, lags, screws, extension arms (only with specific approval of Licensor 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 Licensor pursuant to the terms of this Agreement.

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.

4. Cable

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

5. Facilities or Licensee's Facilities

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

6. Guy Strand

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

7. 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").

8. Licensee

The person, corporation or other legal entity authorized by the Licensor under this Agreement to attach its Facilities to Poles and the party responsible for compliance with applicable Law and Licensor's rules, tariffs, policies, procedures and regulations regarding such accommodations.

9. Licensor

The Connecticut Light and Power Company ("CL&P") which has the right to grant licenses for Attachments for all Poles in its operating territory within Connecticut and CL&P's successors and assigns.

10. Make-Ready Work (Initial/Additional)

All work performed by Licensor, 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 Licensee's Facilities to a Pole. Similar work required after initial attachment to a Pole solely because of the existence of the Licensee's Facilities shall be referred to as "additional Make-Ready Work".

11. Municipal Gain

A single position within the Licensor's communications gain on a utility pole reserved for municipal use in accordance with the term 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. Other Licensees

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

13. Other Owners

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

14. Overlashing

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

15. Periodic Inspection

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

16. Pole or Utility Pole

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

17. Post-Construction Inspection

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

18. Pre-Construction Survey

The work operations and functions performed by Licensor to process Licensee's application for Pole 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 Licensee's application and prepare the Make-Ready Work.

19. Suspension Strand (messenger cable)

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

20. Unit Cost

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

21. Unauthorized or Non-Conforming Charges

Additional charges applied in the event of non-compliance with specific terms and conditions of this Agreement are considered a liquidated damage and not a penalty since actual damages may be difficult to ascertain.

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 Licensee's application(s), as may be amended, granted for Connecticut, with respect to which Licensor has the power and privilege of granting licenses. Licensee 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 to construct, operate and/or maintain its facilities on private and public property at the location of the Pole to which Licensee seeks to attach its Facilities. Licensee shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by Licensor. The Licensor 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. The license granted to Licensee under this Agreement is granted on an "AS IS" basis, subject to applicable Law and existing and future rights of third parties; Licensor makes no representation, covenant or warranty as the quality of, scope of, and title to, the rights granted to Licensee under this Agreement.

b. The Licensee expressly recognizes that Poles are used and are to continue to be used primarily for the Licensor's present and future purposes and for the present and future purposes of Other Owners, that the Licensee's use will be secondary, and that this Agreement is made as an accommodation to the Licensee. Additionally, any licenses for Attachments and/or Facilities under this Agreement are personal to Licensee and are not for use by any entity other than Licensee for its own business purposes unless otherwise agreed to in writing by Licensor. Except as otherwise provided in this Agreement, the Licensee agrees that it will pay, as additional charges under this Agreement, all the costs incurred by the Licensor or by any Other Owner in connection with any work performed by the Licensor or by such Other Owner in order to provide or maintain space on any Pole for the Licensee's Attachments and/or Facilities, and any other costs incurred by the Licensor or any Other Owner, arising out of this Agreement, as hereinafter provided.

2. Requirement to Construct and Maintain a Pole and Anchor

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

ARTICLE IV
PROCEDURES

1. Application for Authorization

a. Licensor grants Licensee a non-exclusive right on an "AS IS" basis to attach its Facilities to any Poles, within its municipal boundaries, for which Licensor has the power and privilege of granting licenses within Licensor's operating territory in the State of Connecticut in accordance with all applicable Law.

b. Whenever the Licensee wishes a license to attach its Facilities to any Poles, it shall make an application therefore on the forms, copies of which are appended to this Agreement as **Exhibits A and B**. The Licensee shall specify the location of the Pole or Poles involved and shall specify what Facilities it wishes to attach to each Pole. Licensee must receive authorization from Licensor prior to commencing any attachment work. Licensee shall furnish Licensor with such engineering data as requested by Licensor including the type of signal being carried. Each application shall include the Application Fee as set forth in Article VIII, Rates and Charges.

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

d. Licensor shall process applications, perform any required engineering and surveys, perform any Make-Ready Work, and perform any other required functions on a first come first serve basis. Licensor shall be under no obligation to grant any license, or if a license has already been granted, may cancel any such license on sixty (60) days' written notice, if in Licensor'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, or (ii) in

instances of insufficient capacity, or for reasons of safety, reliability, or generally applicable engineering standards.

e. Licensor shall be under no obligation to grant or continue any license if Licensee has any outstanding and overdue payments owing to Licensor under this Agreement or any agreement with Licensor for the provision of Pole Attachments and/or installation of other facilities.

2. Specifications

a. Licensee's 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 Connecticut Department of Public Utility Control (DPUC) and the Department of Environmental Protection (DEP), any town ordinances, and the rules and regulation of any other governing authority having jurisdiction. Licensee's activities and Licensee's Facilities shall also comply with CL&P's standards, polices, practices and procedures governing pole attachments, 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. Licensee's Facilities shall not physically, electronically, inductively, or otherwise interfere with the facilities of Licensor, Other Owners and Other Licensees. Licensee shall always maintain a twelve (12) inch (30.48cm) separation from any existing communications facilities, except in the case of authorized Overlashing. Licensee shall not Overlash to its Facilities without the prior written permission from Licensor. Overlashing performed without Licensor's permission shall be considered an unauthorized Attachment and subject to the Unauthorized Attach ment/Overlashing Fee described in Article IV, Section 6.

b. Licensee shall exercise all necessary precautions to avoid damage to facilities of Licensor, 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 Licensee. The Licensee shall make an immediate report to Licensor of the occurrence of any damage and, within 60 days of Licensee's receipt of a request for reimbursement, Licensee hereby agrees to reimburse Licensor, Other Owners and/or Other Licensees, as applicable, for any damage caused by Licensee.

c. Licensee shall not at any time make any additions to, or changes in, the location of its Attachments on the Poles and/or Facilities covered by this Agreement without the prior written consent of Licensor, except in cases of emergency after oral permission shall have been obtained from Licensor's then-current Manager who is responsible for overseeing Attachments on the Poles and/or Facilities, such permission to be subsequently requested and confirmed in writing.

d. Licensee shall place a color coded (as determined by Licensor) label designating its ownership of any Facilities at each Pole, including any Overlashed Facilities. Such label must be recognizable by Licensor from ground level. If Licensee had existing licensed Facilities pursuant to a former agreement with Licensor and/or any Other Owner, Licensee shall label such existing Facilities.

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 Licensee's Facilities. The field inspection will be performed by representatives of the Licensor with optional participation by Other Owner(s), Other Licensees and the Licensee.

b. In the event the Licensor determines that a Pole to which Licensee desires to make attachments is inadequate or that a Pole needs rearrangement of the existing facilities thereon to accommodate Licensee's Facilities, the Licensor will inform Licensee 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.

c. Licensor shall specify the point of attachment on each of the Poles to be occupied by Licensee's Facilities. Where multiple Licensees' Attachments are involved, the Licensor will attempt, to the extent practical, to designate the same relative position on each Pole for each of Licensee's Facilities.

d. Licensee shall have forty-five (45) days from the receipt of written notification from the Licensor of the costs of Make-Ready Work to accept and pay all Make-Ready Work costs; provided, however, that if the Licensor 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 Licensee, then Licensee must accept the Make-Ready Work costs, within fifteen (15) days after receipt of notification from the Licensor of the other attachment request or by the end of the forty-five (45) day period, whichever period of time is shorter.

e. Any required Make-Ready Work will be performed following Licensor's receipt of payment of the charges for Make-Ready Work.

f. If the Licensor, 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 Licensee's Attachment to the Pole and/or Facilities, such modifications shall be additional Make-Ready Work and the Licensee shall pay the costs for such additional Make-Ready Work in accordance with the provisions of Article VIII, Rates and Charges. Additional Make-Ready Work necessitated by changes in the service needs of Licensor or an Other Owner will be billable to Licensee only when necessitated by the presence of Licensee Facilities.

g. Upon notice from the Licensor, Licensee shall promptly perform any Make-Ready Work necessary on Licensee's Attachments 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 Licensee is responsible for invoicing each such Other Licensee and collecting from each such Other Licensee payment for the costs incurred by Licensee to perform said Make-Ready Work. The Licensor shall not be liable for any such expense. If Licensee fails to perform such Make-Ready Work within the time period specified by Licensor, the Licensor shall have the right, but not the obligation, to perform the Make-Ready Work and charge Other Licensee the cost of performing such work.

h. Licensee shall reimburse Licensor for all traffic control costs incurred by Licensor to accommodate Licensee's Facilities and/or Attachments to Poles. When traffic control is necessary for Licensee during the performance of Licensee's Make-Ready Work to accommodate attachments from Other Licensees to Poles, then such traffic control shall be arranged for by Licensee.

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

j. All tree trimming made necessary, in the sole opinion of Licensor, by Licensee's proposed Attachments and/or Facilities shall be performed by Licensee or its contractors at the sole cost and expense of Licensee. All tree trimming done on a maintenance basis shall be the responsibility of Licensor. Costs for tree trimming associated with emergency and storm conditions shall be shared fully among all parties on a Pole.

k. All costs incurred by Licensor to accommodate Licensee's proposed Attachments and/or Facilities to Poles shall be reimbursed by Licensee to Licensor within 45 days of Licensor'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 Licensee's Facilities

a. Licensee shall provide written notice to the Licensor, at least twenty (20) days in advance of starting work, of the exact Pole locations where Licensee will be placing its Attachments and/or Facilities. Licensee shall also notify the Licensor in writing within five (5) days of the date(s) of attachment of Licensee's Facilities to the Poles.

b. The Licensor reserves the right to make Post-Construction and Periodic Inspections (of

any part or all) of Licensee's Attachments and/or Facilities attached to a Utility Pole.

c. Upon completion of a Post-Construction Inspection, the Licensor shall notify the Licensee in writing of the date of the completion of the Post-Construction Inspection.

d. The making of Post-Construction and/or Periodic Inspections or the failure to do so shall not operate to relieve Licensee 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 Periodic Inspections or any inspections found necessary due to the existence or potential existence of substandard or unauthorized Attachments Facilities and/or Overlashing are the responsibility of the Licensee. Costs attributable to Periodic Inspections for unauthorized Attachments, Facilities, Overlashing, or non-conforming conditions, will be charged to the party responsible for the unauthorized Attachments, Facilities, Overlashing, or non-conforming condition in addition to Unauthorized or Non-Conforming Charges.

5. Non-Complying Conditions

a. Licensee shall be obligated to correct any non-complying conditions within thirty (30) days of the date of the written notice from the Licensor; provided, however, that if the Licensor determines (in the Licensor's discretion) that the non-complying condition (i) constitutes a material threat to the public safety or the safety of the Licensor's employees, Other Owner's employees or Other Licensees, (ii) interferes with the performance of the Licensor's or Other Owner's service obligations, or (iii) poses an immediate threat to the physical integrity of the Pole plant then Licensee shall remedy such non-complying condition within the accelerated time period specified by Licensor. If the Licensee fails to correct any such non-complying condition within the applicable time period then:

(i) the Licensee's permission to attach its Attachments and/or Facilities to the Poles in question shall be revoked forthwith, regardless of whether Licensee has activated the Attachments and/or Facilities attached to said Poles, and Licensee shall remove its Attachments and/or Facilities from said Poles in accordance with the provisions in Article VII, Revocation of Authorizations, and/or

(ii) Licensor shall have the right, but not the obligation, to correct said conditions and Licensee shall pay to the Licensor the cost of performing such work.

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

c. Licensee shall be liable to Licensor for the Non-Conforming Construction/Shifting Fee set forth in Article VIII, Rates and Charges, for each Attachment, for each day beyond the applicable time period described in Article IV, Section 5(a) above that the non-conforming condition remains uncorrected. No further Attachment authorizations shall be issued to Licensee until Licensee's Attachments and/or Facilities are removed from the Poles where each such non-complying condition exists or each such non-complying condition is corrected.

6. Unauthorized Attachments/Unauthorized Overlashing

a. Licensee must receive prior written authorization from Licensor for any of the following:

(i) attachment of any Appurtenances, Attachment and/or Facilities to

Poles;

(ii) Overlashing; and

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

Absent such written authorization the Licensor, without prejudice to its other rights or remedies under this Agreement, including revocation or otherwise, may charge an Unauthorized Attachment/Overlashing Fee per Pole for each unauthorized Attachment, Facility and/or Overlash, as specified in Article VIII, Rates and Charges. Further, Licensor will require the Licensee to submit in writing, a Pole Attachment application for all unauthorized Attachments, Facilities and/or Overlashing. If such application is not received by the Licensor within ten (10) days after receipt of written notice by the Licensor of the unauthorized condition, the Licensee will be required to remove its unauthorized Attachment, Facility and/or Overlash within ten (10) days of the final date for submitting the required application, or the Licensor may remove each such Licensee's unauthorized Attachment, Facility and/or Overladh without liability, and the cost of such removal shall be borne by the Licensee.

b. No act or failure to act by the Licensor with regard to any unauthorized Attachment, Facility and/or Overlash shall be deemed as the authorization of such unauthorized Attachment, Facility and/or Overlash; and, if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by the Licensor of any of its rights or privileges under this Agreement, or otherwise, provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized Attachment, Facility and/or Overlash from its inception.

7. Rearrangements and Shifting

a. Licensor may perform all rearrangements and shifting of Licensee's Facilities as required in emergency or storm restoration conditions, vehicular accidents, threat to general public, or public work projects, to accommodate Licensor, Other Owners, or Other Licensees, and during normal Pole moves, maintenance, and replacements.

b. Licensor may rearrange and reattach Licensee's Facilities as needed under emergency conditions, but is under no obligation to do so. If Licensor 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 Licensees' Facilities, Licensor shall contact Licensee and Licensee shall perform any such rearrangement or shifting within the time period specified by Licensor thereafter and provide notice to Licensor of completion of such rearrangement or shifting. If Licensee fails to perform such rearrangement or shifting and provide notice to Licensor of completion within the time period specified by Licensor , 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 Licensee that the work has been completed.

c. The costs of rearrangements and shifting, including the cost of traffic control, performed by Licensor on behalf of the Licensee will be borne by the Licensee as set forth in Article VIII, Rates and Charges.

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

8. Extraordinary Events

In the event or circumstances beyond the control of either Party, including but not limited to severe storms, natural disasters, or other extraordinary events, which cause damage to Licensee's Facilities, Licensor's facilities, Other Owner's facilities, Other Licensee's facilities and/or to Poles, or require replacement of Poles, each of Licensee, Licensor, the Other Licensees and Other Owners shall share the expenses for reconstruction or replacement of Poles, disposal of prior Poles and related materials and rearrangement of facilities in accordance with an allocation method established by Licensor.

ARTICLE V
OTHER OBLIGATIONS OF LICENSEES

1. Insurance

a. Licensee shall carry insurance policies issued by an insurance carrier licensed to operate in the State of Connecticut to protect the Licensor and Other Owners, as named or additional insured, 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 Licensee submits to the Licensor hereunder for permission to attach Attachments and/or Facilities to Poles, the Licensee shall also carry such insurance as will protect Licensee from all claims under any Worker's Compensation Law in effect that may be applicable. Licensor-The Connecticut Light and Power Company, its corporate parent, its corporate affiliates and each of their respective trustees, officers, directors, employees and attorneys shall be named as additional insureds on such policy(ies) of insurance.

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

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

f. Licensee shall promptly advise the Licensor 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 Licensee's Facilities by Licensee or its assigns, agents and/or employees. Copies of all accident reports and statements made to the insurer by the Licensee, or others, shall be furnished promptly to the Licensor.

g. Licensee shall furnish a bond from a surety deemed acceptable to Licensor or other evidence of financial security deemed acceptable to Licensor in an amount specified as follows, to guarantee the payment of any sums which may become due to the Licensor hereunder and any other charges for work performed for Licensee, by the Licensor or Other Owner, for which Licensee is responsible, including the removal of Licensee's Facilities upon termination of any authorization issued hereunder, and any such amounts remain unpaid for more than thirty (30) days. Such bond or other satisfactory evidence of financial security provided by Licensee shall remain in effect until twenty-four (24) months after the end of this Agreement.

(i). Licensee shall furnish a bond, irrevocable Letter of Credit or other security satisfactory to the Licensor in the following amounts: Security in the amount of $20.00, shall be required for each authorized Attachment. The total amount of security required hereunder shall not exceed $300,000 or be less than $1,000.

Security will not be required where Licensee's total Attachment authorizations do not exceed ten (10).

(ii). If the financial security is in the form of a bond or irrevocable Letter of Credit, such instrument shall be issued by a Surety Company or Bank satisfactory to the Licensor. The instrument shall contain a provision that the Surety Company or Bank will pay the Licensor within the dollar limits of the instrument any sum demanded by the Licensor as due under this Agreement, whether or not the Licensor exercises or has exercised any option it may have to terminate. If any such amounts are paid by Surety Company or Bank, the Licensee shall restore the Surety Bond or Letter of Credit to the full amount required under this Article V, within thirty (30) days after notice of such payment is sent to the Licensee.

(iii). The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee.

ARTICLE VI
LIABILITY AND DAMAGES

1. Licensee shall indemnify, hold harmless and defend the Licensor and Other Owners from and against any and all claims, demands, causes of action and costs (including reasonable attorney's fees), for any damages to property or persons which arise out of Licensee's use of this License Agreement or caused by the acts or omissions of Licensee, its agents, contractors, employees or sublicenses. Licensor shall notify Licensee of any such claims, demands, causes of action and costs as soon as is reasonably practicable and shall cooperate in the defense of such matters.

2. In the event Licensee or Licensee's Facilities physically or electronically damage or interfere with Licensor's, Other Licensee's or Other Owner's facilities, Licensee shall be liable for all expenses to correct such damage or interference including but not limited to any reimbursement claim from customers of Licensor, Other Licensees or Other Owners for such physical or electronic damage.

3. Should the Licensor remove Licensee's Facilities from a Pole under Article VII, Revocation of Authorizations, the Licensor will deliver to the Licensee the Facilities so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due the Licensor. The Licensor shall have a lien on Licensee's Facilities attached to Poles or removed there from, with a power of public or private sale, to cover any amounts due the Licensor. Such liens shall not operate to prevent the Licensor from pursuing, at its option, any other remedy in law, equity or otherwise.

4. Except for Licensor's gross negligence or willful misconduct, Licensor assumes no liability of any kind for the interruption of Licensee's services during any removal, maintenance, rearrangement, or shifting provided for under this Agreement. Licensor assumes no liability for failure to inspect any Attachments or Facilities.

ARTICLE VII
REVOCATION OF AUTHORIZATIONS; DISPUTE RESOLUTION

1. In addition to rights of termination provided to the Licensor under other provisions of this Agreement, the Licensor shall have the right to revoke Pole Attachment authorizations and rights granted under provisions of this Agreement where:

a. the Licensee's Facilities are maintained or used in violation of any Law or in aid of any unlawful act or undertaking; or

b. the Licensee ceases to have authority to construct and operate its Facilities on public or private property at the location of the particular Pole covered by the authorization; or

c. the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations hereunder; or

d. the Licensee attaches to a Pole or Overlashes without having first been issued written authorization therefore; or

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

f. the Licensees' Facilities are used by others not a party to this Agreement and who have not been authorized by Licensor as specified in Article IV, Section 5, Unauthorized Attachments or Article IX, Section 5, Assignment of Rights; or

g. the Licensee sublicenses or apportions part of the Licensed Attachment to an entity not a party to this Agreement, or Overlashes its own Facilities without permission from Licensor, or permits another party to Overlash to its Facilities, as specified in Article IX, Section 5, Assignment of Rights.

2. The Licensor will promptly notify the Licensee in writing of any instances cited in Article VII(1) preceding, upon its determination of the same. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Licensor within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to the Licensor within the time stated above, in addition to any other rights of Licensor under this Agreement, the Licensor may revoke the Attachment authorizations granted hereunder for Poles as to which such non-compliance continues to occur.

3. Pole Attachment authorizations and rights as granted under provisions of this Agreement may be immediately revoked by the Licensor if:

a. The Licensee's insurance carrier shall at any time notify the Licensor that the policy or policies of insurance as required in Article V, Other Obligations of Licensee, will be or have been canceled or amended so that those requirements will no longer be satisfied.

b. The Licensee shall fail to pay any sum due or to deposit any sum required under this Agreement, or shall fail to maintain satisfactory security as required in Article V, Other Obligations of Licensee, Section 2.

c. Any authorization which may be required by any Law, governmental or private authority for the construction, operation and maintenance of the Licensee's Facilities on a Pole is denied, revoked, or canceled.

d. Upon notice from the Licensor to the Licensee 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 Faciliteis of the Licensee shall be removed at once from the affected Pole or Poles by the Licensee.

4. Licensee may at any time remove its Facilities from a Pole after first giving the Licensor written notice of Licensee's intention to so remove its Facilities. Before any Facilities can be removed from a Pole, Licensee shall provide Licensor with completed copies of the forms in **Exhibits C and D** hereto which identify each Pole affected by Licensee's request to remove Facilities.

5. In the event of termination of any of the Licensee's authorizations hereunder, the Licensee will remove its Facilities from the Poles within thirty (30) days of the effective date of the termination. If the Licensee fails to remove its Facilities within the specified period, the Licensor shall have the right, but not the obligation, to remove such Facilities at the Licensee's expense and without any liability on the part of the Licensor for damage or injury to such facilities or interruption of Licensee's services. In the event Licensor removes any of Licensee's equipment from Poles pursuant to this Section, Licensor may hold such equipment as security for the payment of any sums due under this Agreement or may sell such equipment at a public or private sale without notice to the Licensee or may turn such equipment over to the Licensee, or may do any combination of these things. In the event that Licensor sells any of the Licensee's equipment, Licensor shall apply the proceeds to the payment of sums due under this Agreement and shall turn the balance, if any, over to the Licensee.

6. When Licensee's Facilities are removed from a Pole, no Attachment to the same Pole shall be made until the Licensee has first complied with all of the provisions of this Agreement as though no such Pole Attachment had been previously made and all outstanding charges due to the Licensor for such Pole Attachment

have been paid in full.

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. 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. Mediation. If the dispute has not been resolved by negotiation within forty-five (45) days after the disputing Party's notice, or if the Parties failed to meet within thirty (30) days, each as contemplated in Section 7(a), the Parties shall endeavor to settle the dispute by mediation under the then current CPR Mediation Procedure; provided, however, that if one Party fails to participate as provided herein, the other Party can initiate mediation prior to the expiration of the forty-five (45) days. Unless otherwise agreed, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals.

c. Arbitration. Any Dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, shall be finally resolved by arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration by a sole arbitrator, for disputes involving amounts in the aggregate under Three Million Dollars ($3,000,000), or three (3) arbitrators, for disputes involving amounts in the aggregate equal to or greater than Three Million Dollars ($3,000,000), of whom each Party shall designate one (1) in accordance with the "screened" appointment procedure provided in CPR Rule 5.4, with the third arbitrator selected pursuant to CPR Rules 5 and 6; provided, however, that if either Party will not participate in a non-binding procedure, the other may initiate arbitration before expiration of the above period. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Hartford, Connecticut.

d. Powers of Arbitrator(s). The arbitrator(s) are not empowered to award damages in excess of compensatory damages (including liquidated damages specified herein) and each Party expressly waives and foregoes any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner. All costs of the arbitration shall be paid equally by the Parties, unless the award shall specify a different division of the costs. Each Party shall be responsible for its own expenses, including attorney's fees. Both Parties shall be afforded adequate opportunity to present information in support of its position on the dispute being arbitrated. The arbitrator may also request additional information from the Parties.

e. Compelled Arbitration. Each Party will proceed in good faith to conclude the arbitration proceeding as quickly as reasonably possible. If a Party refuses to participate in an arbitration proceeding as required by this Agreement, the other Party may petition any governmental authority having proper jurisdiction for an order directing the refusing Party to participate in the arbitration proceeding. All costs and expenses incurred by the petitioning Party in enforcing such participation will be paid for by the refusing Party.

f. Related Parties and Proceedings. Licensor shall have the right, but not the obligation, to join or otherwise require others to participate as parties and/or witnesses, in the sole discretion of Licensor, in any dispute resolution proceeding hereunder (including any negotiation between executives, mediation and/or arbitration). If Licensor, in its sole discretion, exercises such right, then such additional party and/or parties shall be an equal participant in, and subject to all rules and requirements of, such proceeding.

g. Subcontractors. Licensor shall incorporate and require the incorporation of the provisions of this Article VII, Section 7, into all agreements with subcontractors at any tier. Without limiting the provisions hereof, each subcontractor shall (a) consent to being joined as a party and/or a witness in any dispute resolution proceeding hereunder and/or related hereto; and (b) waive and release, to the fullest extent permitted by Law, any objection, right or other claim that such subcontractor cannot be compelled or otherwise has no obligation to participate in any such proceeding, as a party, witness or otherwise. If a subcontractor refuses to comply with this Article VII, Section 7 in whole or in part, Licensor may petition any governmental authority having proper jurisdiction for an order directing such subcontractor to so comply. All costs and expenses incurred by Licensor in enforcing such participation will be paid by such subcontractor.

ARTICLE VIII
RATES AND CHARGES

The Licensee is responsible for payment of all rates and charges as specified elsewhere in this Agreement and as set forth below. Licensee 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 Licensor regardless of whether Licensee subsequently withdraws its application for Attachment authorizations for the Poles on which such work was performed.

Licensee agrees that, in the event Licensee 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 Licensor 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. Licensor 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 Licensee to Licensor. The Application Fee includes Licensor'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. Licensor shall be under no obligation to accept any Application without the Application Fee as specified in **Exhibit E**.

3. Unauthorized Attachment/Overlashing Fee

The Unauthorized Attachment Fee specified in **Exhibit E** will be charged on a per Pole basis for any unauthorized Attachment, unauthorized Facility and unauthorized Overlashing, or unauthorized use of a Pole Attachment.

4. Charges for Make-Ready Work, Rearrangement/Shifting, Periodic 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 include Licensor's provision of Post Construction Inspections. Rearrangement/Shifting charges and Periodic Inspection 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 Licensee.

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 any non-conforming construction which is not brought into conformance within the applicable time period identified in Article IV, Section 5 or for any failure to timely perform rearrangements and shifting as set forth in Article IV, Section 7.

7. Payment of Rates and Charges

Unless otherwise provided elsewhere in this Agreement, Licensee shall pay all rates and charges, as specified in the Agreement, within thirty (30) days from the dates of billing thereof. If Licensee disputes any amount invoiced by Licensor, Licensee shall make payment of the invoice in full and shall notify Licensor in writing of the disputed amount. Licensee may dispute any amount within ninety (90) days after the date that payment has been made. Licensee 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 the Licensee, or Licensor, then the other Party shall include interest 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 Licensee 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 Licensor may elect to amend such rates and charges using either of the following two different approaches: (i) if Licensor determines that it is unnecessary to obtain approval from any governmental authority, including the DPUC, to amend such rates or changes, then Licensor may elect to amend such rates or charges upon providing 30 days prior written notice thereof to Licensee and each such amended rate or charge shall automatically take effect upon the 30th day after Licensee receives such notice; or (ii) if Licensor 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 Licensor'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 Licensee and the Licensor 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 the provisions hereof and the Parties agree to modify in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such Law. 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.

Licensee shall be responsible for obtaining from the appropriate authority any required

authorizations to operate and/or maintain its Facilities on public and/or private property before it attaches, rearranges, or removes any Facilities to any Pole(s). Licensee 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 Licensee any ownership or property right in such a Pole, but the Licensee's rights herein shall be and remain a revocable license. Licensor 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 Licensor with respect to any agreement(s) and arrangement(s) which the Licensor 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. The rights of Licensee shall at all times be subject to such existing and future agreement(s) or arrangement(s).

4. License Not Exclusive

Nothing herein contained or elsewhere shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor 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

Licensee 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 Licensee's successors or assigns without the prior written consent of the Licensor. In the event such consents are granted by the Licensor, the provisions of this Agreement shall apply to and bind the Licensee's successors and assigns. The Licensee 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 or the licenses granted hereunder 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. Revocable License

Unless previously revoked pursuant to its terms, this Agreement shall continue in effect until six (6) months after written notice of revocation for convenience is given by either Party to the other Party.

8. Entire Agreement

This Agreement supersedes all previous agreements between the Parties for maintenance and placement of Attachments and Facilities by the Licensee 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. Currently effective licenses, if any, issued pursuant to previous agreements shall remain in effect as if issued pursuant to this Agreement.

9. Notices

Any notice to be given to either Party under this Agreement shall be sent by 1) certified mail, return receipt requested and such notice shall be effective immediately upon being deposited in the United States mail, 2) 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 3) facsimile with a confirmation and such notice shall be effective upon confirmation of facsimile; and notices shall be addressed to:

Licensee: Town of Woodstock
Allan D. Walker Jr. - First Selectman
415 Route 169
Woodstock, CT 06281-3039
with a copy to:
Town of Woodstock
John Navarro - Public Works Director
215 Coatney Hill Road
Woodstock, CT 06281-2106

Licensor: 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 the presence of the Licensee's Attachments and/or Facilities on Licensor's Poles causes Licensor to pay any new or additional tax which Licensor would not otherwise pay, Licensee shall reimburse Licensor to the full extent of such new or additional tax, as additional charges, within thirty (30) days of receiving a bill therefore from Licensor.

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 Licensee
Exhibit D: Pole Data Sheet – Removals
Exhibit E: Rates and Charges

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

LICENSEE: Town of Woodstock

By: Allan D. Walker Jr.
Print Name: Allan D Walker Jr.
Title: First Selectman
Date: 1/19/2010

LICENSOR: THE CONNECTICUT LIGHT AND POWER COMPANY

By: Dana J Louth
Print Name: Dana J. Louth
Title: Chtp VP
Date: 1/22/10

Energy for a Changing World™

Connecticut Light & Power
The Northeast Utilities System

Connecticut Light & Power
P.O. Box 270
Hartford, CT 06141-0270
(860) 665-5000

EXHIBIT A

Structure Access Request – Poles Connecticut

To: Third Party Administrator – BMN1
Connecticut Light and Power
107 Selden Street
Berlin, Ct 06037

Customer Application Number _____

_____

A payment of $_____ for the application and survey costs, must accompany this application form.

In accordance with the terms and conditions of the Pole Attachment License Agreement between (Company Name) and CL&P, application is hereby made for a License to attach communication facilities to (number) poles as indicated on the Pole Data Sheet in the municipality of _____.

Applicant to indicate action below:

☐ This authorizes CL&P to perform a Field Survey whereby CL&P will determine the availability of pole structure for occupancy, will estimate what Make Ready work would be required to prepare the poles for occupancy, and will provide an estimated cost for that Make Ready work. Enclosed is a deposit of $_____ to be applied toward the cost for CL&P to perform the Field Survey. The cost for the Field Survey will be:

$_____ + ($____ X _____ Poles = _____) = $_____.
(Application Fee) *(Unit cost per Pole)* *(No. Poles)* *(Total Fixed* Charge)

It is understood that this will be the total cost for the Field Survey work unless extraordinary expenses are incurred or changes are requested by Applicant that increase the costs.

By signing this application you agree to follow the terms of the above-cited Pole Attachment License Agreement, all applicable laws, and all applicable CL&P policies, procedures and guidelines.

_____
(Company Name of Applicant (not name of Agent))

_____
Billing address for re-occurring lease bill)

_____
(City, State & Zip code)
(___) ___ - ____ ext_____
(Telephone Number)

_____
(Office address if different)

_____
(City, State & Zip code)
(___) ___ - ____ ext_____
(Telephone Number)

_____
(Signed)

_____
(Printed)

_____
(Title)

_____
(Date)

_____
(E-Mail Address)

(To be completed by CL&P Only)

Application # _____

Project #: _____

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 mail the application to the address stated on the top of this form.

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

licensee 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

Connecticut Light & Power
P.O. Box 270
Hartford, CT 06141-0270
(860) 665-5000

EXHIBIT C

Notification of Removal of Pole Attachment By Licensee

To: Third Party Administrator - BMN1
Connecticut Light and Power
107 Selden Street
Berlin, Ct 06037

In accordance with the terms and conditions of the Pole Attachment License Agreement between (Company Name) and CL&P, dated_____ please cancel from your records the poles as indicated on the attached Pole Data Sheet in the municipality of _____, covered by the licenses indicated from which our attachments were removed on _____.

____

_____
(Company Name of Applicant (not name of Agent))

____
Billing address for re-occurring lease bill)

____
(City, State & Zip code)
(__) __ - ____ ext____
(Telephone Number)

____
(Office address if different)

____
(City, State & Zip code)
(__) __ - ____ ext____
(Telephone Number)

_____
(Signed)

____
(Printed)

____
(Title)

____
(Date)

____
(E-Mail Address)

Receipt of the above notice is hereby acknowledged -

_____
(Signed)

____
(Printed)

____
(Title)

____
(Date)

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

Licensee Pole #	Location	Pole Owner	Notes

EXHIBIT E
SCHEDULE OF RATES FOR MUNICIPAL LICENSEES*
FOR
STANDARD POLE ATTACHMENTS

1.	Pole Attachment Telecommunications License Fee:	$0** per Pole, per Year
2.	Overlash Fee	$0** per Pole, per year
3.	Agreement Establishment Fee:	$650.
4.	Application Fee Per Application: Plus Add'l Fee Per Pole:	$150. $50.
5.	Unauthorized Attachment/Overlashing Fee - Per Pole	$84.60.
6.	Non-Conforming Construction/Shifting Fee:	$84.60. per Pole per Day
7.	Make-Ready Work Charges Rearrangement/Shifting Fee Periodic Inspection Fee	Time & Materials***

* There may be additional costs, fees and/or charges billed to Licensee for Make-Ready work and/or costs incurred by Other Owners and/or Other Licensees. Rates shown above only reflect Licensor's costs, fees and charges. Pursuant to Article VIII(9) of the Agreement to which this Exhibit E is attached, the rates and charges set forth in this Exhibit E are subject to change in accordance with the process described in said Article VIII(9) of the Agreement.

** Connecticut General Statute Section 16-233 states that each municipal Licensee "shall have the right to occupy and use for municipal and state signal wires, without payment therefor, one gain upon each public utility pole . . . installed by a public service company within the limits of any such town, city, borough or district. . . ." Pursuant to Section 16-233 and the May 17, 2000 DPUC decision in Docket No. 99-03-25RE01, for each Licensee that is a Connecticut municipality the (i) Pole Attachment Telecommunications License Fee is $0 for a Pole Attachment installed in "one gain upon each public utility pole" and the Overlash Fee is $0 for each Overlashing installed in "one gain upon each public utility pole" and (ii) the Pole Attachment Telecommunications License Fee is $16.92 per year per pole for each Pole Attachment installed in an additional gain upon each public utility pole ("Additional Gain") and the Overlash Fee is $16.92 per year per pole for each Overlashing installed in an Additional Gain.

***Permitted by the September 29, 2004 DPUC decision in Docket No. 03-03-07, *DPUC Decision in Re Public Utility Structures and Poles Within Municipal Rights of Way* (stating "that Conn. Gen. Stat. §16-233 does not exempt any and all costs incurred by the pole custodian in providing the gain [to a municipal attacher]. The Department therefore required the Town of Manchester to pay for the make ready cost of providing the gain.")