JOINT LINE AGREEMENT

THIS AGREEMENT made this seventh day of February 1990, by and between THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY, a corporation organized and existing under the laws of the State of Connecticut, having its principal office at New Haven, Connecticut, and Connecticut Light and Power Company, a corporation organized and existing under the laws of the State of Connecticut, having its principal office at Berlin, Connecticut.

W I T N E S S E T H :

WHEREAS, the parties hereto generally use the same roads and highways for the erection of poles and the placing thereon of wires and attachments used in their respective businesses, and for various reasons, reflect the concerns of State and Municipal bodies, it is usually desirable and sometimes imperative that certain poles should be used jointly by the said parties hereto:

AND, WHEREAS, the parties hereto agree that each party shall be the judge of the quality and requirements of its own service, including the character and design of its own facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do for themselves, their and each of their successors and assigns, mutually covenant and agree as follows:

1.0 DEFINITIONS

For the purpose of this Agreement, the following terms as used herein shall have the following meanings:

1.01 Attachment - shall be held to include a crossarm, line wire, cable, apparatus, fixture or any other appurtenance used on a pole covered by this Agreement.

1.02 Joint Use - is the placing and maintaining of attachments of the parties hereto upon the same pole.

1.03 Joint Pole - is a pole which is owned jointly by the parties hereto.

1.04 Owner - is the party in whose name is vested the title to a pole before such pole becomes jointly owned and used under the terms of this Agreement.

1.05 Flat Rate Reciprocal Billing Agreement - is an agreement between companies specifying the amount of payment to be made to the custodian by the party desiring joint ownership and use and which may be ammended from time to time by mutual agreement.

1.06 Custodian - is the party whose duty it is to maintain a pole, billing the other joint owner for its proportion of the expense.

1.0 DEFINITIONS (Continued)

1.07 Intercompany Operating Procedures - is an agreed upon set of guidelines describing specific actions to be taken by joint owners under given sets of circumstances and which may be ammended from time to time by mutual agreement.

1.08 Transferring - is the moving of attachments from one pole to another.

1.09 Rearranging - is the modification or relocation of attachments on the same pole.

NOTE: Either "Transferring" or "Rearranging" includes the necessary tree cutting or trimming and obtaining the necessary rights to effect such transferring or rearranging.

1.10 Pole Data Sheet - is a generic term describing a form signed by authorized representatives of the parties hereto indicating the number of said pole and its location, the pole space assigned to each party, as mutually agreed to in the applicable Intercompany Operating Procedure, the allocation of cost, the custodianship and other information pertinent to joint ownership, maintenance and use.

1.11 Singular and Plural - the words pole, party and owner and their pronouns, however written, shall be construed in the singular or plural, as required by the context and conditions.

2.0 SCOPE

2.01 This Agreement shall cover all poles of the parties now existing or hereafter erected.

2.02 Either party reserves the right to exclude from joint ownership and use such of its poles, as in its judgement, should be excluded.

2.03 It is the assumption herein that, in most cases, each party will require substantially equal space as referenced in Intercompany Operating Procedures on jointly owned poles and, therefore, that all costs and expenses as determined by the Flat Rate Reciprocal Billing Agreement shall be equally divided between the parties; but it is recog- nized that there will be exceptions, some of which are provided for herein, and some of which will be met with only in practice. These latter cases can be dealt with only as they arise, and will require an equitable adjustment of costs between the parties.

2.04 It is the intention of the parties that this Agreement shall govern their relations in the joint ownership and use of poles, and shall set forth the general principles to be applied in working out the details affecting specific poles. Details such as location, cost, space allocation, custodianship, etc., shall be set forth in the Pole Data Sheet.

3.0 ACKNOWLEDGING JOINT OWNERSHIP

3.01 Joint ownership of any pole shall be effected upon acceptance of the Pole Data Sheet by both parties to this agreement.

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4.0 ESTABLISHING JOINT OWNERSHIP

4.01 Whenever either party desires to acquire joint ownership in any pole of the other party, the party so desiring to acquire shall apply to the owner thereof. Said owner shall, within ten days, notify the applicant either of its approval or disapproval of said application or specify modifications desired to effect joint ownership.

4.02 Whenever either party is about to erect a new pole in which it is willing to permit joint ownership, and in which the other party may desire to acquire an interest, it shall notify the other party and, upon request, submit its plan showing the proposed location and pole sizes.

4.03 Upon receipt of such notification, the other party shall promptly reply, stating whether or not it desires joint ownership then or at a later date, and specify requirements. If it is agreed that said pole shall be jointly owned hereunder, the cost of such new pole, unless otherwise specifically agreed, shall be divided, as specified in the Flat Rate Reciprocal Billing Agreement.

4.04 Historically, custodianship areas have been defined by geographic or street boundaries. These may be adjusted from time to time by mutual agreement. Extensions within these defined areas for joint use will be constructed by the custodian.

5.0 CONFORMANCE WITH SPECIFICATIONS

5.01 All joint construction shall conform to the regulations of the Department of Public Utility Control, State of Connecticut, and the latest editions of the National Electrical Code, the National Electrical Safety Code, and the Intercompany Operating Procedures, as may be amended from time to time.

6.0 MAINTENANCE

6.01 The custodian shall inspect and maintain the jointly owned poles, guys and pole braces in its custody.

6.02 The custodian shall replace any defective joint poles, anchors and guys. Billing will be based on the Flat Rate Reciprocal Billing Agreement or other mutually agreed upon document relating to third party billing.

7.0 TREE TRIMMING

7.01 Each party shall perform the tree trimming necessary in its judgement, to properly protect its conductors, cables and attachments. Joint trimming can be negotiated if mutually beneficial.

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8.0 PREEXISTING OBLIGATIONS

8.01 If either party has, prior to the execution of this Agreement, conferred upon others, by contract or otherwise, rights or privileges to use any pole covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges, whether already exercised or not. It being expressly understood, however, that, for the purposes of this Agreement, any attachments made under such rights or privileges shall be treated as attachments belonging to the grantor, and except in case of municipal or other governmental attachments, made under statutory provisions, the rights, obligations and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof.

9.0 ASSIGNMENT OF RIGHTS

9.01 Except as otherwise provided in this Agreement, neither party shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the poles or attachments or rights of way covered by this Agreement, to any firm, corporation or individual, without written consent of the other party, provided, however, that nothing herein contained shall prevent or limit the right of either party to make a general mortgage in the usual form on any or all of its property, rights, privileges and franchises, or a lease or a transfer of any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation and, in case of the foreclosure of such mortgage, or in the case such lease, transfer, merger or consolidation, its rights and obligations hereunder shall pass to and be acquired and assumed by the purchaser or foreclosing mortgagee or the transferre, leasee, assignee, or merging or consolidated company, as the case may be and, provided further that, subject to all of the terms and conditions of this Agreement, either party may permit to any corporation conducting a business of the same general character as that of such party and owned, operated, leased or controlled by it, or associated or affiliated with it in interest or connecting with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the attachments used by such party in the conduct of its said business and, for the purpose of this Agreement, all such attachments maintained on any such pole by the permission as aforesaid of either party hereto, shall be considered as the attachments of such party giving permission, and the rights, obligations and liabilities of such party under this Agreement in respect to such attachments, shall be the same as if it were the actual owner thereof.

10.0 TERMINATION OF OWNERSHIP

10.01 If either party wishes to terminate its ownership in any pole covered by this Agreement, and thereby be relieved of all obligation and responsibility therefor, it shall give written notice thereof to the other party, sixty (60) days in advance of the date on which said termin-

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10.0 TERMINATION OF OWNERSHIP (Continued)

ation is to become effective, and by removing its attachments therefrom within the said sixty (60) days. In case the other party also desires to terminate its ownership in said pole, it shall so indicate in writing, and shall remove its own attachments therefrom within the said period of sixty (60) days.

10.02 If, at the expiration of said period of sixty (60) days, either party shall not have removed its attachments from such pole, it shall become the sole owner thereof and shall assume all obligation, liability, damages, costs, expenses or charges incurred thereafter, as long as such obligation, liability, damages, costs, expenses or charges shall not have occurred as a result of prior actions of the terminating party with respect to the pole or its attachments.

10.03 If both of the parties shall have removed their wires within the said sixty (60) days, the expense of removing such pole shall be borne by the custodian.

11.0 LIABILITY

11.01 Whenever any liability is incurred by either of the parties for damages or injuries to employees of either party, or for injury to the property of either party, or for injuries to other persons or their property, the liability for such damages as between the parties shall be as follows:

11.02 (a) Each party shall be solely liable for all damages for such injuries to persons or property caused by its sole negligence or by its sole failure to comply at any time with the specifications herein provided for.

11.02 (b) Each party shall be liable for all damages for such injuries to its own employees or its own property that are caused by the concurrent negligence of both parties hereto, or that are due to causes which cannot be traced to the sole negligence of either party hereto.

11.02 (c) Each party shall be liable for an equal proportion of all damages for such injuries to persons other than employees of either party, and for an equal proportion of all damages for such injuries to property not belonging to either party that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of either party.

11.02 (d) Where, on account of injuries of the character described in the preceding paragraphs of this article, either party shall make any payments to injured employees, or to their relatives or beneficiaries in conformity with: (1) the provisions of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not; or (2) any plan for employees' disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of

11.0 LIABILITY (Continued)

them; such payments shall be construed to be damages within the terms of the preceding sub-paragraphs lettered (a) and (b), and shall be paid by the parties hereto accordingly; provided, however, that payments made by any party in conformity with the terms of subdivision (2) of this sub-paragraph (d) in excess of the payment which would be required to be made in conformity with the terms of subdivision (1) of this sub-paragraph (d) had payments been made under said subdivision (1) instead of subdivision (2), shall not be considered as damages.

11.02 (e) All claims for damages arising hereunder that are asserted against or affect both parties, shall be dealt with by the parties jointly; provided, however, that in any case where the claimant desires to settle any such claim upon terms acceptable to one of the parties, but not to the other, the party to which said terms are acceptable may, at its selection, pay to the other party its share of the expense which such settlement would involve, and thereupon the other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

11.02 (f) In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall comprise costs, attorneys' fees, disbursements and other proper charges and expenditures incurred prior to the payment of settlement costs and expenses referenced in paragraph (e) above.

12.0 DEFAULT

12.01 If either party shall make default in any of its obligations hereunder, and such default continues thirty (30) days after notice thereof, in writing, from the other party, except in the case of bonafide disputes between the parties, then the other party may serve notice on the defaulting party of the termination of this Agreement, so far as concerns further granting of joint ownership and use, said termination to become effective thirty (30) days after serving, provided that if the default consists of the failure to perform any work that the defaulting party is obligated to perform under this Agreement, then the other party hereto may perform such work any time after thirty days' notice, in writing, to the defaulting party, of its intention to do so, and the party in default shall reimburse the party performing the work for the cost thereof, and failure to pay such cost within thirty (30) days of presentation of bill therefor, shall constitute a default permitting termination of the Agreement as it pertains to pole(s) in dispute.

13.0 SERVING NOTICES

13.01 Delivery or service of any notice provided for in Articles Thirteenth and Fifteenth shall be construed as accomplished if sent by registered mail or by personal delivery to the following addresses:

The Southern New England Telephone Company
New Haven, Connecticut

or to such other address as either party may, from time to time, designate in writing, over the signature of its designated Officer, delivered or sent to the address in force at the time.

14.0 WAIVER OF TERMS OR CONDITIONS

14.01 Failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any terms or conditions, but the same shall remain at all times in full force and effect.

15.0 ABROGATION OF EXISTING AGREEMENTS

15.01 Any existing joint ownership or use agreements between the parties are hereby cancelled and the poles formerly covered thereby shall be brought under the terms of this Agreement.

16.0 TERM OF AGREEMENT

16.01 This Agreement shall continue in force for the term of one (1) year from the date of its execution and thereafter until terminated by either party so far as concerns further granting of joint ownership, upon six (6) months' notice in writing to the other party, given at any time after six (6) months from the date of the execution of this Agreement, provided that notwithstanding such partial termination, this Agreement shall remain in full force and effect with respect to all poles jointly owned by the parties at the time of such termination.

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IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to execute this Agreement as of the day and year written below. The signer of this Agreement attests that he/she has full authority under aapplicable law and regulation to sign this Agreement on behalf of and to bind his/her respective corporation.

ATTEST:

Witness

Witness

SOUTHERN NEW ENGLAND TELEPHONE COMPANY

Robert F Neal
Signature Line

Robert F. Neal
Print Name

Senior Vice President
Title

2-6-90
Date

ATTEST:

Witness

Witness

CONNECTICUT LIGHT AND POWER COMPANY

Hugh C MacKenzie
Signature Line

Hugh C. MacKenzie
Print Name

Vice President, T&D E&O
Title

1-15-90
Date