CL&P Contract

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# AGREEMENT

BETWEEN

THE CONNECTICUT LIGHT AND POWER COMPANY

AND THE

NEW YORK TELEPHONE COMPANY

COVERING THE JOINT USE OF POLES

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This AGREEMENT, made as of the 1st day of January 1956, by and between The Connecticut Light and Power Company, a corporation of the State of Connecticut,, hereinafter called the "Electric Company," party of the first part, and the New York Telephone Company,, a corporation of the State of New York, hereinafter called the "Telephone Company," party of the second part.

WITNESSETH:

WHEREAS, the Electric Company and the Telephone Company desire to cooperate in establishing JOINT USE of their respective poles when and where JOINT USE shall be of mutual advantage, and to so adapt their requirements that, insofar as practicable, the size of JOINTLY OWNED POLES shall be kept to a minimum; and

WHEREAS, the conditions determining the necessity or desirability of JOINT USE depend upon the service requirements to be met by both parties, including considerations of safety and economy, and each of them should be the judge of what the character of its circuits should be to meet its service requirements and as to whether or not these service requirements can be properly met by the JOINT USE of poles.

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

ARTICLE I

SCOPE OF AGREEMENT

A. This AGREEMENT shall be in effect within the territory consisting of that part of the State of Connecticut in which the New York Telephone Company operates and serves in the State of Connecticut.

B. This AGREEMENT shall cover all poles and associated guying facilities of each of the parties now existing or hereafter erected in the above territory when said poles are brought within the scope of this AGREEMENT in accordance with the procedure and terms hereinunder provided except that each party reserves the right to exclude the following from JOINT USE:

1. Poles which in the OWNER'S judgment are necessary for its own sole use.
2. Poles which carry, or are intended by the OWNER to carry, circuits of such a character that in its judgment the proper rendering of its service now or in the future makes JOINT USE of such poles undesirable.
3. Guying facilities which in the OWNER'S judgment are necessary for its own sole use or are impractical for JOINT USE.

C. Joint ownership shall be acknowledged in accordance with Appendix I.

ARTICLE II

DEFINITIONS

For the purpose of this AGREEMENT, the following terms, when used herein, shall have the following meanings:

ATTACHMENTS refer to crossarms, wires, cables, lamp fixtures, guy wires and all other apparatus or fixtures or appurtenances now used or hereafter used upon poles by either party in its business.

ACCEPTANCE AGREEMENT is 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, the allocation of cost, the custodianship and other information pertinent to joint ownership, maintenance and use .

SOLELY OWNED POLE is a pole owned by only one party.

JOINTLY OWNED POLE is a pole which is used or intended to be used as the common support for the ATTACHMENTS of each party, and in which each party owns an undivided half interest.

CUSTODIAN refers to the party by mutual agreement, who assumes responsibility for the inspection, condition and maintenance of a JOINTLY OWNED POLE.

JOINTLY USED ANCHOR WITH ASSOCIATED ROD is a guy anchor with rod used in conjunction with one or more guys as a common support for a JOINTLY OWNED POLE and the ATTACHMENTS of both parties.

JOINTLY USED GUY is a guy used as a common support for a JOINTLY OWNED POLE and the ATTACHMENTS of both parties.

JOINT USE refers to the placing and maintaining of ATTACHMENTS of each party upon the same pole or poles; it also refers to the common use of anchors and associated rods, guys or both.

LICENSEE is the party making and maintaining ATTACHMENTS on poles of the OWNER.

NORMAL POLE - A NORMAL POLE for the purpose of division of cost shall be a 35 ft. or 40 ft. pole on a highway or a 30 ft. pole on private property for an individual customer.

STANDARD SPACE FOR ATTACHMENTS. Unless other space allocations are specified herein, there shall be reserved on the poles covered hereby, space as allocated in Appendix X.

OWNER is the party hereto holding full title to a pole.

REARRANGING refers to the reconstruction or relocation of

ATTACHMENTS on a JOINTLY OWNED POLE to use space more economically or to bring them into conformity with specifications mutually agreed upon by both parties as suitable for JOINT USE, including the necessary tree cutting or trimming due to the changed position of the ATTACHMENTS and obtaining the necessary rights for such.

TRANSFERRING refers to the moving of ATTACHMENTS from one pole to another and placing them upon the new pole in accordance with specifications mutually agreed upon by both parties as suitable for JOINT USE, including the necessary tree cutting or trimming due to the changed position of the ATTACHMENTS, and obtaining the necessary rights for such.

ARTICLE III

SPECIFICATIONS

All construction in connection with the JOINT USE of the poles covered by this AGREEMENT shall be in conformity with Public Utilities Commission, State of Connecticut, Docket 5700, Part 2, or subsequent revisions thereof.

ARTICLE IV

GENERAL PROVISIONS PERTAINING TO JOINT USE

A. Jointly used poles existing on the effective date of this AGREEMENT will be made JOINTLY OWNED POLES in accordance with the provisions of the letter agreement between the parties, dated March 30, 1956 ( a copy of which is attached hereto and marked Exhibit A) and the other provisions of this AGREEMENT.

B. With respect to all new pole construction, whether as new pole lines, additions to existing pole lines, or as replacement of existing poles, the following provisions shall prevail:

1. All poles jointly used shall be jointly owned.

2. Both parties shall cooperate to the end that the use of poles taller than necessary shall be kept to a minimum.

3. As near as practicable, the construction of jointly used general distribution plant shall be divided equally between the two parties.

4. When a pole is to be installed, such pole shall be considered for JOINT USE at that time.

5. All new jointly used poles set on private property will be set by the Electric Company. Detailed provisions for handling private property poles are set forth in Appendix IX.

C. With respect to all poles that are to be or have been made JOINTLY OWNED POLES, the following provisions shall prevail:

1. The establishment and termination of joint ownership of poles shall be carried out as set forth in Appendices II and III.

2. Custodianship and maintenance of JOINTLY OWNED POLES shall be carried out as set forth in Appendices IV and V.

3. Each party will operate under its own franchise and such other ordinances that may apply.

ARTICLE V

POLE COSTS

The erection and maintenance costs of JOINTLY OWNED POLES shall be borne as detailed in Appendices VI and VII.

ARTICLE VI

RIGHTS-OF-WAY

A. While the parties hereto will cooperate as far as may be practicable, in obtaining rights-of-way for both parties for JOINTLY OWNED POLES, no guarantee is given by either to the other that it has or will obtain permission from property owners, municipalities, or others, for the use by the other party of any poles covered by this AGREEMENT. If objection is made by property owners, municipalities, or others to the use of poles by the other party to this AGREEMENT and the party against whom the complaint is made is unable to satisfactorily adjust the matter within a reasonable time, the first party may, at any time upon notice in writing to the other party, require that the other party shall, within ninety (90) days after the receipt of said notice, remove its ATTACHMENTS from such poles at its sole expense.

B. Should the other party fail to remove its ATTACHMENTS as herein provided, the first party may remove them at the other party's expense without any liability whatever for such removal or the manner of making it, for which expense the other party shall reimburse the first party on demand.

C. Where either party hereto has secured or will in the future secure easements, rights-of-way or other permission to install its facilities by any written or oral agreement, which agreement permits such rights to be extended to other public utility companies, this joint use AGREEMENT shall constitute the extension of such permission, right-of-way interest to the other party hereto with respect to such easements, rights-of-way or other permission to install facilities, both existing and those which will be secured, obtained or received in the future.

ARTICLE VII

RIGHTS OF OTHER PARTIES

A. If either of the parties has, prior to execution of this agreement, conferred upon others not parties to this agreement, by contract or otherwise, rights or privileges to use any poles covered by this agreement, nothing herein contained shall be construed as affecting such rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights or privileges.

B. Subsequent to the execution of this AGREEMENT, and except as provided in Section D of this Article, all agreements or contracts covering the attachment by a third party of supply circuits to jointly used poles shall be made by the Electric Company with all rentals therefor being retained by said Company, and all agreements or contracts covering the attachments by a third party of communication wires or cables to jointly used poles shall be made by the Telephone Company with all rentals therefor being retained by said Company, all such agreements or contracts for attachments to jointly used poles being subject to the written approval of the other party to this AGREEMENT.

C. For the purpose of this AGREEMENT, the ATTACHMENTS of any outside party as covered in Sections A and B of this Article, except those of a municipality or other public authority, shall be treated as ATTACHMENTS belonging to the grantor, and 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.

D. Wires, cables or other ATTACHMENTS of a municipality or other governing body, such as fire alarm, police, or other like signal systems may be attached to JOINTLY OWNED POLES covered by this AGREEMENT,

providing such ATTACHMENTS are placed and maintained in accordance with the provisions of the current issue of National Electrical Safety Code and the specifications mentioned in Article III.

ARTICLE VIII

ASSIGNMENT OF RIGHTS

Except as otherwise provided in this AGREEMENT, neither party hereto shall assign or otherwise dispose of this AGREEMENT or any of its rights or interests hereunder, or in any of the JOINTLY OWNED POLES or rights-of-way covered by this AGREEMENT, to any firm, corporation or individual, without the written consent of the other party, provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its properties, rights, privileges and franchises, or sell, lease or transfer any or all 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 with such a corporation; and, in case of the foreclosure of such mortgage; or in case of such sale, lease, transfer, merger or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided, further, that subject to all terms and conditions of this AGREEMENT, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and 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 ATTACHMENTS of the party granting such permission, and the rights, obligations and liabilities of such party under this AGREEMENT, in respect to such ATTACHMENTS, shall be the same as if it were the actual OWNER thereof.

ARTICLE IX

LIABILITY BETWEEN THE PARTIES

Whenever liability for damages for injuries to or death of persons other than employees of either party or for damages for injuries to property not belonging to either party arises out of the JOINT USE or joint ownership of poles, as provided for in this AGREEMENT, the liability for such injuries or damage as between the parties hereto shall be as follows:

A. Each party shall be liable for one-half (1/2) of any damages for injuries to or death of persons other than employees of either party, and for one-half (1/2) of any damages for injury to property not belonging to either party, arising out of the location of a jointly used or owned pole, guy, anchor, guy stub or push brace (but not the ATTACHMENTS of either party) subject to the provisions of paragraph E of this Article.

B. Except as provided in paragraph A of this Article, each party shall be liable for one-half (1/2) of any damages for injuries to or death of persons other than employees of either party, and for one-half (1/2) of any damages for injury to property not belonging to either party, arising out of the JOINT USE or joint ownership of poles and ATTACHMENTS which are the subject of this AGREEMENT, provided however, that in the event such damages are the result of (1) the sole negligence of either party or (2) the result of negligence of only one party jointly

with that of a stranger to this agreement, or (3) the result of the active or primary negligence of one party and only passive or secondary negligence of the other, then the sharing of liability provided for herein shall not be effective and the party who is solely negligent, jointly negligent with a stranger or primarily negligent as set forth in (1), (2) and (3) above, shall assume, as between the parties hereto, full responsibility for any liability arising from such negligence.

C. 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, disbursements, and other proper charges and expenditures but shall not include attorney's fees.

D. If either party has given proper notice by mailing a Termination Notice as provided in Appendix III of its intention to terminate and relinquish its ownership in a JOINTLY OWNED POLE and has removed its ATTACHMENTS from said pole, within the period required by said paragraph, but the remaining party has not removed its ATTACHMENTS within said period, it is agreed that the remaining party shall indemnify and save harmless the party vacating such pole for and from all obligation, liability, damages, costs, expenses, or other charges incurred at any time after the expiration of a ninety (90) day period from the date of mailing of the Termination Notice, because of or arising out of the presence, location or condition of such pole or of any ATTACHMENTS of the remaining party thereon irrespective of any negligence on the part of the vacating party arising out of any previous joint ownership or JOINT USE of such pole.

E. If either party has removed its ATTACHMENTS from a pole in

connection with a replacement or relocation, and a period of ninety (90) days has elapsed from the date of a Transfer Notice, executed and mailed as provided in Paragraph 3 of Appendix V, the remaining party shall thereafter indemnify and save harmless the vacating party for and from all obligation, liability, damages, costs, expenses or other charges incurred at any time thereafter because of or arising out of the presence, location or condition of such pole or of any ATTACHMENTS of the remaining party thereon irrespective of any negligence on the part of the vacating party arising out of any previous joint ownership or JOINT USE of such pole.

ARTICLE X

TAXATION

Each party shall pay all taxes and assessments lawfully levied on its own attachments on all JOINTLY OWNED POLES. In the case of JOINTLY OWNED POLES, GUYS AND ANCHORS, each of the parties hereto shall report its interest therein as an undivided half interest.

ARTICLE XI

BILLS AND PAYMENT FOR WORK

Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within thirty (30) days after the completion of such work, an itemized statement of the cost of the same, and such other party shall within thirty (30) days after such statement is presented, pay its share to the party doing the work.

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ARTICLE XII

DEFAULTS

A. If either party shall default in any of its obligations under thisAGREEMENT and such default continues thirty (30) days after notice thereof in writing by the other party, the party not in default may forthwith suspend the rights of the party in default insofar as concerns the granting of further JOINT USE. If such default shall continue for a period of sixty (60) days after such suspension, the party not in default may forthwith terminate this AGREEMENT so far as concerns the further granting of JOINT USE.

B. If either party shall make default in the performance of any work which it is obligated to do under this AGREEMENT at its sole expense, the other party may elect upon thirty (30) days' notice in writing to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such payment within sixty (60) days upon presentation of bills therefore shall, at the election of the other party, constitute a default under Section A of this Article.

ARTICLE XIII

EXISTING AGREEMENTS

All poles jointly owned by the parties at the effective date of this AGREEMENT shall thereafter be subject to the terms and provisions of this AGREEMENT, and the parties shall execute Acceptance Agreements acknowledging such joint ownership. All existing AGREEMENTS or acceptances relating to joint use and/or joint ownership of poles heretofore entered into by the parties hereto are hereby cancelled.

ARTICLE XIV

TERM OF AGREEMENT

Subject to the provisions of Article XII herein, this AGREEMENT may be terminated so far as concerns further granting of JOINT USE by either party, at any time after the first day of January, 1961, upon one (1) year's notice in writing to the other party, provided, that if not so terminated, it shall continue in force thereafter until terminated by either party at any time upon one (1) year's notice in writing to the other party as aforesaid, and provided further that notwithstanding such termination, this AGREEMENT shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination.

ARTICLE XV

WAIVER OR AMENDMENT OF TERMS OR CONDITIONS OF AGREEMENT

A. The failure of either party to enforce, insist upon, or comply with any of the terms, conditions or provisions of this AGREEMENT, or its waiver of the same in any instance or instances, shall not be construed as general waiver or relinquishment of any such terms, conditions or provisions, but the same shall be and remain at all times in full force and effect.

B. Any or all of the terms and provisions contained in this AGREEMENT may be amended by consent of both parties hereto.

C. All Appendices attached to this AGREEMENT cover operating procedures and as such may be amended by the mutual consent and approval in writing of the Chief Engineer or a comparable executive of the Telephone Company in the Manhattan-Bronx-Westchester Area and of the Operating Superintendent of the Electric Company. Additional Appendices covering operating procedures may be added as required by mutual consent and approval in writing by the aforesaid.

IN WITNESS WHEREOF each party has caused this AGREEMENT to be executed in its name and its corporate seal to be affixed thereto by its officer duly authorized thereunto as of the day and year first above written.

Attest _____
SECRETARY

(Seal)

THE CONNECTICUT LIGHT AND POWER COMPANY

By _____

Attest _____
ASSISTANT SECRETARY

NEW YORK TELEPHONE COMPANY

By _____
Vice President

APPROVED AS TO FORM
RALPH W. BROWN
V. P. & G. C.
By _____

## APPENDICES

### APPENDIX I - ACKNOWLEDGING JOINT OWNERSHIP

Joint Ownership of any pole shall be consummated by the execution of an ACCEPTANCE AGREEMENT signed by authorized representatives of the parties, a copy of which is attached hereto marked Exhibit B.

ACCEPTANCE AGREEMENTS shall be executed for the respective parties as follows:

For the New York Telephone Company:

By its Division Engineer-Outside Plant, or District Engineer-Outside Plant.

For The Connecticut Light and Power Company:

By its President, Vice President, Operating Superintendent, Transmission & Distribution Superintendent, Division Engineer or District Engineer.

### APPENDIX II - ESTABLISHING JOINT OWNERSHIP

I - Whenever either party desires to acquire joint ownership in any pole of the other party, the party so desiring shall make application to that effect to the OWNER thereof. The OWNER shall within ten (10) days notify the applicant either of its approval or disapproval of said application or specify modifications desired.

A. In cases where one of the parties desires to establish joint ownership in a locality where it does not have a pole line, the costs, unless specifically agreed, shall be divided as follows:

(1) If an existing pole is suitable for JOINT USE, the applicant party shall pay the OWNER an amount equal to one-half the value of such pole in accordance with the then current Reciprocal Pole Valuation Schedule.

(2) If an existing pole is not suitable for JOINT USE, it shall be replaced by a pole that is suitable for JOINT USE, and the cost of such new pole shall be divided equally between the parties. The applicant party shall pay to the OWNER of the replaced pole the full amount of the then value of the replaced pole in accordance with the then current Reciprocal Pole Valuation Schedule.

B. In cases where joint ownership is to be established as a substitute for separate ownership of poles in existing pole lines located on the same highway, the costs, unless otherwise specifically agreed, shall be divided as follows:

(1) If a pole of one party is suitable for JOINT USE, it shall become jointly owned and the OWNER of the pole so used shall be paid by the other party an amount equal to one-half the then value of such pole, less one-half the then value of the pole abandoned, in accordance with the then current Reciprocal Pole Valuation Schedule.

(2) If the pole of neither party is suitable for JOINT USE, a new pole suitable for JOINT USE shall be placed and each party shall bear an equal share of the cost of the new pole in accordance with the then current Reciprocal Pole Valuation Schedule.

C. In any of the above cases the party last removing its attachments from a pole to be removed shall remove the pole at its own expense.

II - 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 in writing and submit its plan showing the proposed location and amount of space it requires for its own purposes and shall offer joint ownership in such new pole. Upon receipt of such notice, the other party shall promptly reply in writing, stating whether or not it desires joint ownership then or at a later date and shall specify its requirements. If it is agreed that said pole shall be jointly owned hereunder, when such pole becomes jointly occupied the then value of such new pole, unless otherwise specifically agreed, shall be divided equally between the parties in accordance with the then current Reciprocal Pole Valuation Schedule.

III - Rearrangement costs shall be borne by the party for whose benefit such rearrangement work is done unless otherwise specifically agreed.

IV - Transfer costs shall be borne by the party owning the facilities transferred, unless otherwise specifically agreed.

APPENDIX III - TERMINATION OF JOINT OWNERSHIP

If either party wishes to terminate and relinquish its ownership in any pole covered by this AGREEMENT and thereby be relieved of all obligations and responsibilities therefor, it shall give notice thereof by mailing to the other party's District Engineer a Termination Notice, in duplicate, in form set forth in Exhibit E hereto attached, signed by an authorized person, ninety (90) days in advance of the date on which said termination is to become effective, and shall remove its own and its licensees' ATTACHMENTS therefrom within the said ninety (90) days. In case the other party also desires to terminate its

ownership in said pole, it shall so indicate on both copies of the Termination Notice. The duplicate shall be signed by an authorized person and mailed to the originating party and such other party shall remove its own and its licensees' attachments therefrom within said period of ninety (90) days. The party last removing its ATTACHMENTS shall remove the pole or poles at its own expense. "An authorized person" shall mean any person authorized to execute an ACCEPTANCE AGREEMENT, as set forth in Appendix I.

APPENDIX IV - CUSTODIANSHIP

1. By mutual agreement between the parties, one shall act as CUSTODIAN of each pole. In determining the custodianship of a pole, due consideration shall be given to relative location of maintenance facilities and relative importance of plant so as to insure, as far as practicable, the rendering of proper service with minimum maintenance costs.

2. The general policy shall be to maintain a relatively equal balance of custodianship between the two parties.

APPENDIX V - MAINTENANCE OF POLES

1. The CUSTODIAN shall arrange to have all JOINTLY OWNED POLES, guys and pole braces in its custody inspected at mutually agreed intervals and shall submit a list of all poles, guys and pole braces to be replaced to the other party.

2. In damage cases from outside sources involving JOINTLY OWNED POLES, the CUSTODIAN, wherever practicable, shall care for the pole work.

3. Replacement or Relocations.

A. The party proposing replacement or relocation shall notify the other party in form set forth as Exhibit F to this Agreement of its intention to replace or relocate any jointly owned pole with a pole of suitable size and class.

B. Upon completion of pole replacement or relocation, a Transfer Notice, in form set forth as Exhibit G to this Agreement, shall be executed by an authorized person for the party replacing or relocating the pole and sent by mail to the District Engineer of the other party. If the attachments of the party executing and sending such Transfer Notice have been transferred, the Transfer Notice shall so state. "An authorized person" shall mean any person authorized to execute an ACCEPTANCE AGREEMENT as set forth in Appendix I.

C. The Transfer Notice shall be returned to the originating party upon completion of transfer of its attachments by the other party.

D. The last party to remove its attachments will remove the old pole and care for sidewalk repairs at its own expense.

APPENDIX VI - DIVISION OF MAINTENANCE COSTS OF JOINTLY OWNED POLES

1. The expense of JOINTLY OWNED POLES, guy and pole brace maintenance, relocation and replacement due to any cause, not created by either party shall be borne equally by the parties unless otherwise indicated on the ACCEPTANCE AGREEMENT covering the poles involved.

2. In case a pole stronger than an existing JOINTLY OWNED POLE is required and the existing pole is not being replaced for maintenance reasons, the party requiring the additional strength shall replace the pole at its own expense. Each party will transfer its own ATTACHMENTS at its own expense. The new pole will remain jointly owned.

3. Either party may use the unoccupied space on a pole provided such use still allows the standard separation. In case a pole taller than an existing JOINTLY OWNED POLE is required by either party, and the existing pole is not being replaced for maintenance reasons, the replacement cost shall be borne as follows:

A. If neither party is occupying space outside of its allocated space as shown on Exhibit D, the party requiring the taller pole shall bear the entire cost of replacing the pole, unless it is agreed that both parties require a taller pole, in which event both parties shall share equally the cost of replacing the pole.

B. If one party is occupying space outside of its allocated space, that party shall bear the entire cost of replacing the pole.

C. If both parties are occupying space outside of their allocated space, both parties shall share equally the cost of replacing the pole.

In all cases each party shall transfer its ATTACHMENTS at its own expense and the new pole will remain jointly owned.

4. An exception shall be made to the preceding paragraphs 2 and 3 as follows: If, in the establishment of joint ownership under Appendix II, it is known and noted on the ACCEPTANCE AGREEMENT that any pole, either existing or to be newly erected, may not be sufficiently tall or of sufficient strength to meet the future requirements of either or both parties but will meet the requirements for the time being, the pole shall, when a taller or stronger pole becomes necessary, be replaced and the cost of replacing the pole shall be divided equally between the parties.

5. In case the special requirements of one of the parties for its sole benefit necessitates the relocation of any of the poles, guys or pole braces covered by this AGREEMENT, or the placing of additional guys or pole braces, such party shall bear the entire cost of such relocations and additions, the total cost of transferring or handling the attachments of the other party in connection therewith, and of transferring or handling its own ATTACHMENTS.

6. Each party shall maintain in good order and repair at its own expense, its own wires, fixtures and appurtenances on all JOINTLY OWNED poles covered by this AGREEMENT. All work done on any JOINTLY OWNED poles or on any attachment thereon shall be performed in a manner which will not unduly interfere with the service, wires, fixtures and appurtenances of the other party hereto.

7. Unless otherwise provided in the specific ACCEPTANCE AGREEMENT, each party shall perform the tree trimming necessary, in its judgment, to properly protect its own wires and attachments.

8. When a pole is being replaced for maintenance reasons and a pole taller than a normal pole is required for the sole benefit of one party, then that party shall bear the cost of the excess height.

APPENDIX VII - RECIPROCAL POLE VAULATION SCHEDULE

1. The Reciprocal Pole Valuation Schedule attached hereto and marked Exhibit C shall be the basis for computing pole costs for new poles or replaced poles. The Reciprocal Pole Valuation Schedule may be revised from time to time as deemed necessary.

APPENDIX VIII - SECURING RIGHTS-OF-WAY AND EASEMENTS

1. The party which is to place the poles shall secure the necessary permission to place poles and guys and in new developments arrange for initial tree clearance.

2. Each party shall secure for itself such easements as its operating practices may require.

3. On accepted town highways, joint field inspection shall be made to determine division of cost for initial tree clearance.

APPENDIX IX - PRIVATE PROPERTY POLES

1. The Telephone Company will purchase a half interest in new jointly used poles in accordance with the then current Reciprocal Pole Valuation Schedule.

2. Each company will make arrangements with the customer in accordance with its own tariffs or rate practices.

APPENDIX X - SPACE ALLOCATIONS OF JOINTLY USED POLES

1. Exhibit D attached shows normal space allocations on jointly used poles. In the determination of normal space occupancy, vertical runs on a pole and street lamp installations will not be considered. It is recognized that when code requirements can be met, the Telephone Company may place attachments below the normal space allocation shown on Exhibit D. These space allocations shall not be construed to require general reconstruction of plant existing on the effective date of this AGREEMENT until made necessary by the future requirements of either company.

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EXHIBIT A

# NEW YORK TELEPHONE COMPANY

140 WEST STREET, NEW YORK 7, N.Y.

JOHN D. DODD
VICE PRESIDENT AND GENERAL MANAGER

EXCHANGE 4-4600

March 30, 1956.

MR. W.W. FORMAN, Vice President
Connecticut Light and Power Company
Box 2010
Hartford 1, Connecticut

Dear Mr. Forman:

In connection with the proposed General Joint Use Agreement between your company and mine, our negotiators have reached an agreement regarding the handling of new poles or existing poles now used jointly. These proposals which will apply to new and existing poles are as follows:

New Poles

1. New jointly used poles placed on the highway may be set by either party and one half (1/2) interest will be purchased by the party not setting the pole in accordance with the then Reciprocal Pole Valuation Schedule.

2. New jointly used poles placed on private property will be set by the Electric Company and one half (1/2) interest will be purchased by the Telephone Company in accordance with the then Reciprocal Pole Valuation Schedule. Each company will make arrangements with the customer on the cost of such placement in accordance with its own tariffs or practices.

Existing Poles

1. A one half (1/2) interest in existing highway poles owned by the Electric Company will be purchased by the Telephone Company over a five year period at the approximate rate of one fifth(1/5) of the poles per year starting in 1956. The cost per pole will be $30.30. It is agreed that no rental will be paid by the Telephone Company during the five year period for any of these poles.

2. A one half (1/2) interest in existing highway poles owned by the Telephone Company will be purchased by the Electric Company during 1956. The cost per pole will likewise be $30.30 [redacted]

3. All private property poles used jointly are presently either owned or maintained by the customer or the Electric Company. Joint ownership of these poles will be accomplished in the following manner.

(a) When customer owned poles become defective, ownership in these poles may be transferred to the Electric Company by means of a bill of sale. If ownership is transferred these poles will be replaced at the joint cost of both companies and the cost shared equally in accordance with the then Reciprocal Pole Valuation Schedule. At such time as one pole in a continuous line of poles under these terms is replaced, the entire line will be taken over by the Electric Company and the poles will be made joint at no cost to the Telephone Company.

(b) Where the customer has furnished the pole and transferred interest to the Electric Company, these will be handled as outlined in Item (a).

(c) Where the Electric Company owns the pole and the customer has contributed to the cost, these poles will be made jointly owned in the same manner as the Electric Company operates with the Southern New England Telephone Company. Poles will be made joint by the Telephone Company purchasing a one half (1/2) interest at the rate of $15.00 per pole regardless of age.

(d) Where the Electric Company owns the pole and the customer has made no contribution to the cost, these poles will be handled in the same manner as new private property poles. The poles to be made joint by Telephone Company purchase of a one half (1/2) interest at one half (1/2) the present value in accordance with the then Reciprocal Pole Valuation Schedule.

4. A one half (1/2) interest in all existing private property poles currently jointly used will be purchased in accordance with the above provisions during 1956 by the Telephone Company. No rental shall be paid by the Telephone Company subsequent to December 31, 1955.

I approve of these proposals and have signed two copies of this letter. If you concur, will you please sign one copy in the space provided below and return it to me for our files.

With this phase of the negotiations completed, I believe we can proceed rapidly with the preparation and approval of the General Joint Use Agreement which, if you agree, shall be made effective as of January 1, 1956.

Very truly yours,

Vice President & General Manager

J.A.Roberts:TR*

CONNECTICUT LIGHT AND POWER COMPANY

by Walter H Fontaine

Vice President.

Docket No. 14-05-06
Data Request OCC-03
Dated 06/20/2014
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CL&P Docket No. 13-03-23
Data Request OCC-01
Dated 07/19/2013
Q-OCC-004, Page 28 of 33
Attachment 11

# ACCEPTANCE AGREEMENT

AUTH. No. _____

W. O. No. _____

CEPTANCE
ENT
8

NYT Co. .....
CL & P Co. .....

_____ CONN.

_____ 19__

WN _____

CO.

HE NEW YORK TELEPHONE COMPANY and
HE CONNECTICUT LIGHT & POWER COMPANY

LES LOCATED ON _____ (SEE ATTACHED SKETCH)

EASON FOR ACCEPTANCE AGREEMENT

JOINT OWNERSHIP WILL BE ESTABLISHED UNDER THE FOLLOWING CONDITIONS

OLE LOCATIONS WILL BE SECURED BY _____
OLES WILL BE FURNISHED, SET AND GUYED BY _____
D POLES WILL BE REMOVED AND RETAINED BY _____
OST OF REMOVAL WILL BE BORNE BY _____
REE TRIMMING RIGHTS WILL BE OBTAINED BY _____ EACH COMPANY FOR ITS OWN REQUIREMENTS
REE TRIMMING WILL BE DONE BY _____ EACH COMPANY FOR ITS OWN REQUIREMENTS
UTURE MAINTENANCE COSTS WILL BE DIVIDED _____ EQUALLY
USTODIAN OF JOINT POLES WILL BE _____
PACE WILL BE RESERVED FOR EACH COMPANY AS FOLLOWS _____ ELECTRIC CO. GAIN - - / TELEPHONE CO. GAIN - IN ACCORDANCE WITH ACCEPTED STANDARD PRACTICE

| EXISTING PLANT | | | | | | | | | | PROPOSED JOINT PLANT | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | PLANT SACRIFICE | | | | | | | PROPORTION OF PAYMENT | | |
| NO. GUY | OWNER | SIZE | KIND | REM. LIFE | PRESENT VALUE | ELEC. CO. TO PAY | TEL. CO. TO PAY | CO. TO PAY | DISPOSAL OF PLANT | POLE NO. OR GUY | SIZE | KIND | ELEC. CO. TO PAY | TEL. CO. TO PAY | CO. TO PAY |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |

(LIST ONLY GUYS THAT WILL BE JOINT)

REMARKS:

THE PARTIES HEREBY AGREE THAT THE POLES COVERED BY THIS ACCEPTANCE SHALL BE SUBJECT TO ALL THE PROVISIONS OF GENERAL
EEMENT NUMBER _____ DATED _____ FOR THE JOINT USE OF POLES IN FORCE BETWEEN THEM.

FIELD SURVEY BY _____ DATE _____

AGREED TO

BY _____ THE NEW YORK TELEPHONE CO. DATE _____

BY _____ THE CONNECTICUT LIGHT AND POWER CO. DATE _____

# RECIPROCAL POLE VALUA N SCHEDULE

## N.Y.TEL.CO. & CONN. LIGHT & POWER CO.

## EFFECTIVE FEB. 1, 1955

PLANT DEPT.

RECIPROCAL POLE VALUATION

| AGE | REM. LIFE | POLES | | | | | | GUYS | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 2.2M | | | 6M | | | 10M | | | 16M | | | ROD & ANCHOR ONLY | | |
| YEARS | | 25 | 30 | 35 | 40 | 45 | 50 | STUB | POLE TREE | ANC | STUB | POLE TREE | ANC | STUB | POLE TREE | ANC | STUB | POLE TREE | ANC | 3/4" | 1" | 1 1/4" |
| NEW | 30 | | | | | | | | | | | | | | | | | | | | | |
| 1 | 29 | | | | | | | | | | | | | | | | | | | | | |
| 2 | 28 | 43.00 | 58.00 | 76.00 | 90.00 | 114.00 | 141.00 | 11.00 | 13.00 | 24.00 | 16.00 | 19.00 | 30.00 | 19.00 | 22.00 | 37.00 | 26.00 | 31.00 | 54.00 | 25.00 | 35.00 | 47.00 |
| 3 | 27 | | | | | | | | | | | | | | | | | | | | | |
| 4 | 26 | | | | | | | | | | | | | | | | | | | | | |
| 5 | 25 | | | | | | | | | | | | | | | | | | | | | |
| 6 | 24 | 41.28 | 55.68 | 72.96 | 86.40 | 109.44 | 135.36 | 10.56 | 12.48 | 23.04 | 15.36 | 18.24 | 28.80 | 18.24 | 21.12 | 35.52 | 24.96 | 29.76 | 51.84 | 24.00 | 33.60 | 45.12 |
| 7 | 23 | 39.56 | 53.36 | 69.92 | 82.80 | 104.88 | 129.72 | 10.12 | 11.96 | 22.08 | 14.72 | 17.48 | 27.60 | 17.48 | 20.24 | 34.04 | 23.92 | 28.52 | 49.68 | 23.00 | 32.20 | 43.24 |
| 8 | 22 | 37.84 | 51.04 | 66.88 | 79.20 | 100.32 | 124.08 | 9.68 | 11.44 | 21.12 | 14.08 | 16.72 | 26.40 | 16.72 | 19.36 | 32.56 | 22.88 | 27.28 | 47.52 | 22.00 | 30.80 | 41.36 |
| 9 | 21 | 36.12 | 48.72 | 63.84 | 75.60 | 95.76 | 118.44 | 9.24 | 10.92 | 20.16 | 13.44 | 15.96 | 25.20 | 15.96 | 18.48 | 31.08 | 21.84 | 26.04 | 45.36 | 21.00 | 29.40 | 39.48 |
| 10 | 20 | 34.40 | 46.40 | 60.80 | 72.00 | 91.20 | 112.80 | 8.80 | 10.40 | 19.20 | 12.80 | 15.20 | 24.00 | 15.20 | 17.60 | 29.60 | 20.80 | 24.80 | 43.20 | 20.00 | 28.00 | 37.60 |
| 11 | 19 | 32.68 | 44.08 | 57.76 | 68.40 | 86.64 | 107.16 | 8.36 | 9.88 | 18.24 | 12.16 | 14.44 | 22.80 | 14.44 | 16.72 | 28.12 | 19.76 | 23.56 | 41.04 | 19.00 | 26.60 | 35.72 |
| 12 | 18 | 30.95 | 41.76 | 54.72 | 64.80 | 82.08 | 101.52 | 7.92 | 9.36 | 17.28 | 11.52 | 13.68 | 21.60 | 13.68 | 15.84 | 26.64 | 18.72 | 22.32 | 38.88 | 18.00 | 25.20 | 33.84 |
| 13 | 17 | 29.24 | 39.44 | 51.68 | 61.20 | 77.52 | 95.88 | 7.48 | 8.84 | 16.32 | 10.88 | 12.92 | 20.40 | 12.92 | 14.96 | 25.16 | 17.68 | 21.08 | 36.72 | 17.00 | 23.80 | 31.96 |
| 14 | 16 | 27.52 | 37.12 | 48.64 | 57.60 | 72.96 | 90.24 | 7.04 | 8.32 | 15.36 | 10.24 | 12.16 | 19.20 | 12.16 | 14.08 | 23.68 | 16.64 | 19.84 | 34.56 | 16.00 | 22.40 | 30.08 |
| 15 | 15 | 25.80 | 34.80 | 45.60 | 54.00 | 68.40 | 84.60 | 6.60 | 7.80 | 14.40 | 9.60 | 11.40 | 18.00 | 11.40 | 13.20 | 22.20 | 15.60 | 18.60 | 32.40 | 15.00 | 21.00 | 28.20 |
| 16 | 14 | 24.08 | 32.48 | 42.56 | 50.40 | 63.84 | 78.96 | 6.16 | 7.28 | 13.44 | 8.96 | 10.64 | 16.80 | 10.64 | 12.32 | 20.72 | 14.56 | 17.36 | 30.24 | 14.00 | 19.60 | 26.32 |
| 17 | 13 | 22.36 | 30.16 | 39.52 | 46.80 | 59.28 | 73.32 | 5.72 | 6.76 | 12.48 | 8.32 | 9.88 | 15.60 | 9.88 | 11.44 | 19.24 | 13.52 | 16.12 | 28.08 | 13.00 | 18.20 | 24.44 |
| 18 | 12 | 20.64 | 27.84 | 36.48 | 43.20 | 54.72 | 67.68 | 5.28 | 6.24 | 11.52 | 7.68 | 9.12 | 14.40 | 9.12 | 10.56 | 17.76 | 12.48 | 14.88 | 25.92 | 12.00 | 16.80 | 22.56 |
| 19 | 11 | 18.92 | 25.52 | 33.44 | 39.60 | 50.16 | 62.04 | 4.84 | 5.72 | 10.56 | 7.04 | 8.36 | 13.20 | 8.36 | 9.68 | 16.28 | 11.44 | 13.64 | 23.76 | 11.00 | 15.40 | 20.68 |
| 20 | 10 | 17.20 | 23.20 | 30.40 | 36.00 | 45.60 | 56.40 | 4.40 | 5.20 | 9.60 | 6.40 | 7.60 | 12.00 | 7.60 | 8.80 | 14.80 | 10.40 | 12.40 | 21.60 | 10.00 | 14.00 | 18.80 |
| 21 | 9 | 15.48 | 20.88 | 27.36 | 32.40 | 41.04 | 50.76 | 3.96 | 4.68 | 8.64 | 5.76 | 6.84 | 10.80 | 6.84 | 7.92 | 13.32 | 9.36 | 11.16 | 19.44 | 9.00 | 12.60 | 16.92 |
| 22 | 8 | 13.76 | 18.56 | 24.32 | 28.80 | 36.48 | 45.12 | 3.52 | 4.16 | 7.68 | 5.12 | 6.08 | 9.60 | 6.08 | 7.04 | 11.84 | 8.32 | 9.92 | 17.28 | 8.00 | 11.20 | 15.04 |
| 23 | 7 | 12.04 | 16.24 | 21.28 | 25.20 | 31.92 | 39.48 | 3.08 | 3.64 | 6.72 | 4.48 | 5.32 | 8.40 | 5.32 | 6.16 | 10.36 | 7.28 | 8.68 | 15.12 | 7.00 | 9.80 | 13.16 |
| 24 | 6 | 10.32 | 13.92 | 18.24 | 21.60 | 27.36 | 33.84 | 2.64 | 3.12 | 5.76 | 3.84 | 4.56 | 7.20 | 4.56 | 5.28 | 8.88 | 6.24 | 7.44 | 12.96 | 6.00 | 8.40 | 11.28 |
| 25 | 5 | 8.60 | 11.60 | 15.20 | 18.00 | 22.80 | 28.20 | 2.20 | 2.60 | 4.80 | 3.20 | 3.80 | 6.00 | 3.80 | 4.40 | 7.40 | 5.20 | 6.20 | 10.80 | 5.00 | 7.00 | 9.40 |
| 26 | 4 | 6.88 | 9.28 | 12.16 | 14.40 | 18.24 | 22.56 | 1.76 | 2.08 | 3.84 | 2.56 | 3.04 | 4.80 | 3.04 | 3.52 | 5.92 | 4.16 | 4.96 | 8.64 | 4.00 | 5.60 | 7.52 |
| 27 | 3 | 5.16 | 6.96 | 9.12 | 10.80 | 13.68 | 16.92 | 1.32 | 1.56 | 2.88 | 1.92 | 2.28 | 3.60 | 2.28 | 2.64 | 4.44 | 3.12 | 3.72 | 6.48 | 3.00 | 4.20 | 5.64 |
| 28 | 2 | 3.44 | 4.64 | 6.08 | 7.20 | 9.12 | 11.28 | .88 | 1.04 | 1.92 | 1.28 | 1.52 | 2.40 | 1.52 | 1.76 | 2.96 | 2.08 | 2.48 | 4.32 | 2.00 | 2.80 | 3.76 |
| 29 | 1 | 1.72 | 2.32 | 3.04 | 3.60 | 4.56 | 5.64 | .44 | .52 | .96 | .64 | .76 | 1.20 | .76 | .88 | 1.48 | 1.04 | 1.24 | 2.16 | 1.00 | 1.40 | 1.88 |

| REPLACEMENT OF EXISTING JOINT POLES | 47.00 | 64.00 | 84.00 | 101.00 | 124.00 | 151.00 |
|---|---|---|---|---|---|---|

MISCELLANEOUS WORK

| RESETTING—DROPPING IN | STRAIGHTENING—JACKING UP | RELOCATING - TRENCHING | GROUND BRACING - KEYING |
|---|---|---|---|
| 30.00 | 19.00 | 50.00 | 8.00 |

NOTE:- OSMOSE TREATED POLES SHALL BE CONSIDERED AS HAVING REMAINING LIFE OF AT LEAST SIX YEARS FROM THE DATE OF TREATMENT.

Docket No. 14-05-06
Data Request OCC-03
Dated 06/20/2014
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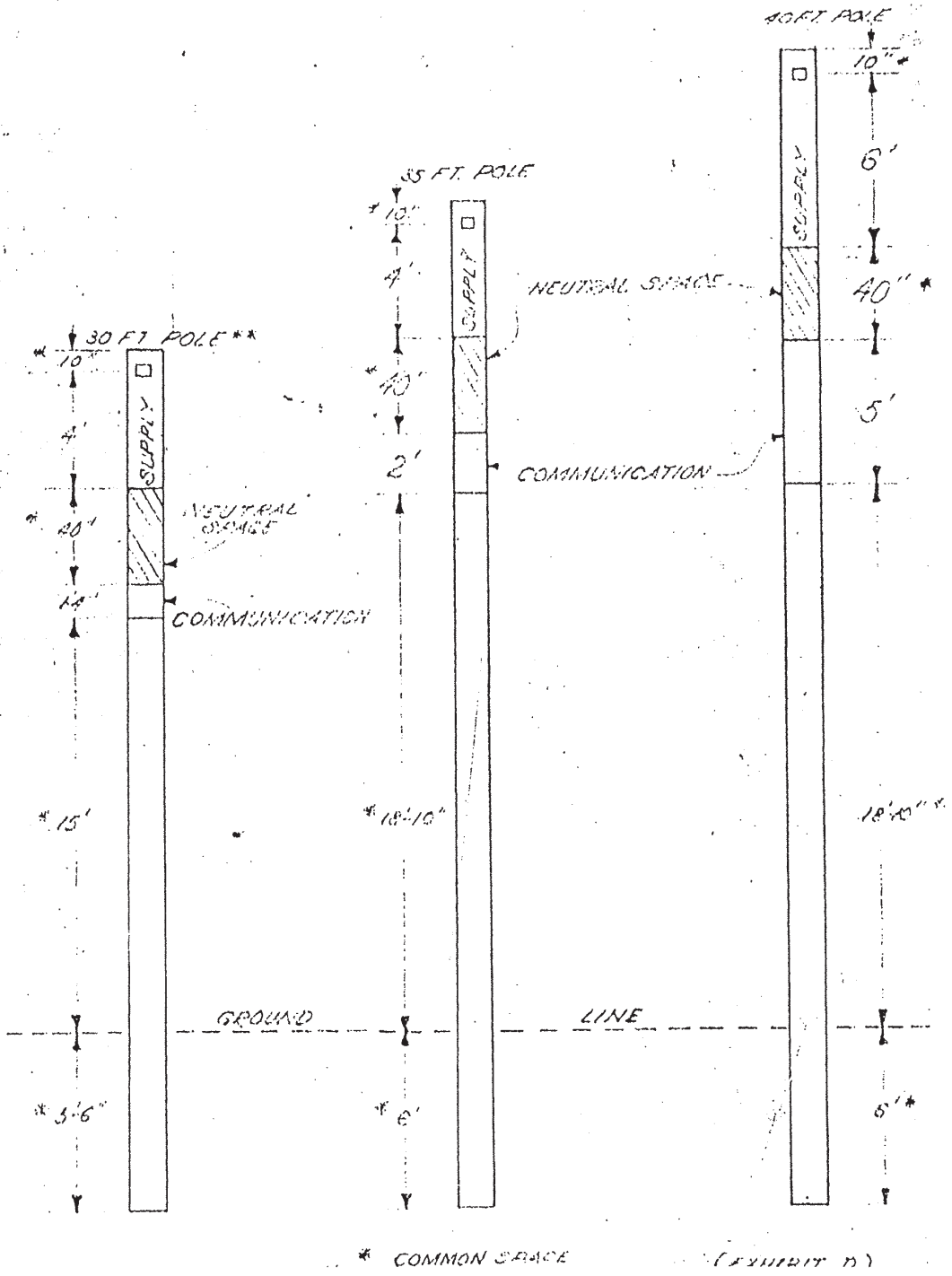
CL&P Docket No. 13-03-23
Data Request OCC-01
Dated 07/19/2013
Q-OCC-004, Page 30 of 33
Attachment 11

NORMAL SPACE ALLOCATION ON JOINTLY USED POLES



Docket No. 14-05-06
Data Request OCC-03
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CL&P Docket No. 13-03-23
Data Request OCC-01
Dated 07/19/2013
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Attachment 11

# TERMINATION NOTICE

IN CONNECTION WITH ACCEPTANCE AGREEMENT NUMBERS )

NYT Co._____ AUTH. No._____

CL&P Co._____ W. O. No._____

Date

FROM:

_____

TO: _____
Name Title

Pole numbers and location:

The undersigned hereby terminates and relinquishes as of _____, 19__ all ownership, right, title and interest in the pole(s) described above. This notice is given under and in accordance with the provisions of Appendix III of the General Agreement for the joint use of poles in force between the Companies, dated, January 1, 1956.

(NEW YORK TELEPHONE COMPANY)

By_____

Remarks:

(THE CONNECTICUT LIGHT AND POWER COMPANY)

By_____

Date_____

EXHIBIT E

SUBJECT: REPLACEMENTS OR RELOCATIONS OF POLES. WORK ORIER NO._____

DATE_____

IN ACCORDANCE WITH THE PROVISIONS OF APPENDIX V, PARAGRAPH 3 (a) OF THE JOINT POLE AGREEMENT BETWEEN NEW YORK TELEPHONE COMPANY AND THE CONNECTICUT LIGHT AND POWER COMPANY DATED, JANUARY 1, 1956, THIS IS TO ADVISE THAT IT IS THE INTENTION OF_____ TO (REPLACE) (RELOCATE) THE FOLLOWING POLE(S) WITH (a) POLE(S) OF SUITABLE SIZE AND CLASS.

THIS WORK IS NECESSARY _____

_____

UPON COMPLETION OF THE WORK WE PROPOSE TO BILL YOU FOR YOUR SHARE OF THE COST.

| LOCATION | POLE NO. | PROPOSED WORK | REMARKS |
|---|---|---|---|

SHEET_____ OF _____

_____
TITLE

EXHIBIT F

SUBJECT: REPLACEMENTS OR RELOCATIONS OF POLES. WORK ORIER NO._____

DATE_____

IN ACCORDANCE WITH THE PROVISIONS OF APPENDIX V, PARAGRAPH 3 (a) OF THE JOINT POLE AGREEMENT BETWEEN NEW YORK TELEPHONE COMPANY AND THE CONNECTICUT LIGHT AND POWER COMPANY DATED, JANUARY 1, 1956, THIS IS TO ADVISE THAT IT IS THE INTENTION OF_____ TO (REPLACE) (RELOCATE) THE FOLLOWING POLE(S) WITH (a) POLE(S) OF SUITABLE SIZE AND CLASS.

THIS WORK IS NECESSARY _____

_____

UPON COMPLETION OF THE WORK WE PROPOSE TO BILL YOU FOR YOUR SHARE OF THE COST.

| LOCATION | POLE NO. | PROPOSED WORK | REMARKS |
|---|---|---|---|

SHEET_____ OF _____

_____
TITLE

EXHIBIT F