

CONDUIT LICENSE AGREEMENT

DATED \_\_\_\_\_

BETWEEN

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY  
d/b/a BELL ATLANTIC-NEW ENGLAND, (LICENSOR)

AND

(LICENSEE)

## TABLE OF CONTENTS

<b>1.</b>	<b>DEFINITIONS</b>	<b>3</b>
<b>2.</b>	<b>SCOPE OF AGREEMENT</b>	<b>4</b>
<b>3.</b>	<b>FEES AND CHARGES</b>	<b>5</b>
3.1	General	6
3.2	Conduit Occupancy Fees	6
3.3	Make-ready, Pre-construction Survey and Inspection Charges	7
3.4	Payment Requirements	7
3.5	Billing Disputes	8
<b>4.</b>	<b>APPLICATION FOR AND ISSUANCE OF LICENSES</b>	<b>8</b>
<b>5.</b>	<b>CONDUIT RECORD SEARCH AND MANHOLE SURVEY</b>	<b>9</b>
<b>6.</b>	<b>SPECIFICATIONS AND LEGAL REQUIREMENTS</b>	<b>10</b>
<b>7.</b>	<b>CONSTRUCTION AND MAINTENANCE OF INSTALLATIONS</b>	<b>11</b>
7.1	General Provisions	11
7.2	Licensee's Maintenance Work	12
<b>8.</b>	<b>INSPECTION OF LICENSEE'S FACILITIES</b>	<b>12</b>
<b>9.</b>	<b>UNAUTHORIZED CONDUIT OCCUPANCY</b>	<b>12</b>
<b>10.</b>	<b>TERMINATION</b>	<b>13</b>
10.1	30-Day Termination	13
10.2	Immediate Termination	14
10.3	General	14
10.4	Licensee's Removal of Facilities	15
<b>11.</b>	<b>ASSIGNMENT OF RIGHTS</b>	<b>15</b>
<b>12.</b>	<b>SURETY REQUIREMENTS</b>	<b>16</b>
<b>13.</b>	<b>LIABILITY AND DAMAGES</b>	<b>16</b>
<b>14.</b>	<b>INSURANCE</b>	<b>18</b>
<b>15.</b>	<b>GENERAL PROVISIONS</b>	<b>21</b>
15.1	Authorization Not Exclusive	19
15.2	Failure to Enforce	19
15.2	Notices	19
<b>16.</b>	<b>TERM OF AGREEMENT</b>	<b>21</b>
	<b>APPENDIXES</b>	<b>25</b>

## CONDUIT LICENSE AGREEMENT

THIS AGREEMENT, made as of this            day of            2000, between NEW ENGLAND TELEPHONE and TELEGRAPH COMPANY, d/b/a Bell Atlantic-New England, organized and existing under the laws of the State of New York, having its principal office at 125 High Street, Boston, MA 02110, (hereinafter called "Licensor") and

\_\_\_\_\_, organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_ (hereinafter called "Licensee").

### WITNESSETH

WHEREAS, Licensee for its own use desires to place and maintain cables, equipment, and facilities in conduit of Licensor, specifically in the State of \_\_\_\_\_; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of cables, equipment, and facilities by Licensee in Licensor's conduit subject to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

### **ARTICLE I - DEFINITIONS**

- A) Conduit. A structure, usually underground, containing one or more ducts.
- B) Conduit Occupancy. Occupancy of a conduit system by any item of Licensee's Facilities.
- C) Conduit Occupancy Fee. A specified amount revised periodically, billed semi-annually or annually to the Licensee.
- D) Conduit Record Search and Manhole Survey. There are two elements of the Conduit Record Search and Manhole Survey: 1) administrative effort required to process the application and review conduit records and 2) field inspection of the existing conduit facilities to determine any necessary Make-ready work to accommodate Licensee's Facilities and prepare the cost estimate for Make-ready Work, if applicable.

- E) Conduit System. Any reinforced passage or opening in, on, under or through the ground capable of containing communications facilities, and includes: main conduit; underground dips and short sections of conduit under roadways, driveways, parking lots, railroad right of ways and similar conduit installations; laterals to conduits and into buildings; ducts; and manholes.
- F) Conduit Work Inspection. Licensors' Contract Work Inspectors' visual observation of Licensee work in Licensors' Conduit System during the placement of Licensee's Facilities. The purpose is to ensure the Licensee's Facilities are placed in the proper location, work is performed in a manner so as not to disturb or damage Licensors' facilities, and Licensee's work conforms to the standards required by this Agreement.
- G) Duct. A single enclosed raceway for wire conductors or cables.
- H) Licensee's Facilities. The cable and all associated equipment and hardware owned by the Licensee which occupies Licensors' Conduit System.
- I) Licensee's Maintenance Work. Work performed by Licensee on its facilities for repair, replacement and daily servicing of its plant.
- J) Manhole. A subsurface enclosure which personnel may enter and use for the purpose of installing, operating and maintaining facilities.
- K) Make-ready Work. All work, including but not limited to, rearrangement and/or transfer of existing facilities, rodding, roping and slugging ducts, innerduct placement or other changes required to accommodate the Licensee's Facilities in a conduit system.
- L) Periodic Inspection. Licensors' inspection of Licensee's facilities performed to determine that conduit occupancy is authorized and facilities are maintained in conformance with the required specifications in Article 6 of this Agreement.
- M) Planning Manager's Area. A geographic area assigned to a Bell Atlantic Engineering representative. The Planning Manager's Areas are set forth in APPENDIX III.

## ARTICLE II – SCOPE OF AGREEMENT

- 2.1 Subject to the provisions of this Agreement, Licensors agree to issue to Licensee for any lawful purpose, revocable, non-exclusive licenses authorizing the placement of Licensee's Facilities in Licensors' Conduit System. This Agreement governs the fees, charges, terms and conditions under which Licensors issues such licenses to Licensee. This Agreement is not in and of itself a license, and before making any placement in Licensors' Conduit System, Licensee must apply for and obtain a license.

- 2.2 This Agreement supersedes all previous conduit agreements between Licensor and Licensee. This Agreement shall govern all existing licenses between Licensee and Licensor as well as all licenses issued subsequent to execution of this Agreement.
- 2.3 No use, however extended, of Licensor's Conduit System or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such Conduit System. Licensee's rights herein shall be and remain a license.
- 2.4 Nothing contained in this Agreement shall be construed to require Licensor to construct, retain, extend, place, or maintain any conduit or other facilities not needed for Licensor's own service requirements.
- 2.5 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor entering into agreements with other parties regarding the Conduit System covered by this Agreement
- 2.6 Nothing contained in this Agreement shall be construed to require Licensor to grant a license where Licensor believes that placement of Licensee's Facilities would interfere with Licensor's service requirements, or the use of Licensor's facilities by other parties, or create a hazardous or unsafe condition.

### **ARTICLE III – FEES AND CHARGES**

#### **3.1 General**

- 3.1.1 Licensee agrees to pay to Licensor the applicable Conduit Occupancy Fees and Charges as specified in and in accordance with the terms and conditions of subpart 3.3 of this Agreement and of APPENDIX I, attached hereto and made a part hereof.
- 3.1.2 The Licensor may change the amount of Conduit Occupancy Fees specified in APPENDIX I by giving the Licensee not less than sixty (60) days written notice prior to the date the change is to become effective. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such sixty (60) day notice period if the change in Fees is not acceptable to Licensee.
- 3.1.3 In order to terminate in this circumstance the Licensee must give Licensor written notice of its election to terminate this Agreement at least thirty (30) days prior to the end of such sixty (60) day notice period. Licensee

shall thereafter remove its facilities located in accordance with the process set forth in Article 10, subpart 10.3 of this Agreement.

- 3.1.4 Changes in the amount of Conduit Occupancy Fees specified in APPENDIX I shall become effective on the date specified by Licensor, subject to the sixty (60) day advance written notice. The changes shall be presumed acceptable unless at least thirty (30) days prior to the end of the sixty (60) day notice period Licensee advises Licensor in writing that the changes are unacceptable and, in addition, submits the issue to the regulatory body asserting jurisdiction over this Agreement for decision. Licensee shall pay the new Conduit Occupancy Fees during the time that the issue is being reviewed by said regulatory body. Licensor shall rebate any amounts that it has collected in excess of the final determination of rates by said regulatory body plus any interest prescribed by said regulatory body.

***FOR MASSACHUSETTS AGREEMENTS ONLY, the following paragraph will replace the above paragraph.***

The Licensor shall recalculate the amount of the Occupancy Fees specified in Appendix I annually during the term of this Agreement in accordance with the Order of the Department of Public Utilities in D.P.U. 91-218, using the most recent Form M data and Licensor's latest intrastate rate of return as determined by the Department. The recalculated Occupancy Fees shall be effective as of July 1 of each year; provided however, that Licensor gives the Licensee notification of any increase in the Occupancy Fees at least sixty (60) days prior to the effective date of the increase.

Licensor shall provide licensee with an updated APPENDIX I following the effective date of the new Conduit Occupancy Fees and Charges.

### 3.2 Conduit Occupancy Fees

- 3.2.1 For the purpose of computing the total Conduit Occupancy Fee due hereunder, the length of the cable shall be measured from the center to the center of all manholes or from the center of a manhole to the end of Licensor's conduit system occupied by Licensee's cable.
- 3.2.2 Conduit Occupancy Fees are calculated from the first day of the month following the date a license is issued. Fees shall be payable semi-annually in advance, unless otherwise provided. Payment is due within the later of thirty (30) days from the first day of January and the first day of July or thirty (30) days from the date the bill is issued.

### 3.3 Conduit Record Search and Manhole Survey, Make-ready Work and Inspection Charges

- 3.3.1 Conduit Record Search and Manhole Survey Charges, Make-ready Charges and Inspection Charges shall be calculated by the Licensor on an actual time and material basis plus an amount equal to ten percent (10%) of such costs.
- 3.3.2 Licensee shall make an advance payment of the applicable estimated charge to Licensor prior to any performance by Licensor of any Conduit Record Search and Manhole Survey and Make-ready Work. The Licensee shall be credited for any amount paid in excess of the Licensor's estimated charges as finally computed and shall be billed for any excess thereof.
- 3.3.3 Licensee shall make payment to the Licensor within thirty (30) days following the invoice for Inspections or other charges according to this Agreement. (INTERNAL NOTE: workshop participants would like 45 days on rental bills only)

### 3.4 Payment Requirements

- 3.4.1. For any bill rendered by Licensor to Licensee hereunder, except where advance payment is required, payment is due within thirty (30) days from the date of the bill. Late payment of any bill is subject to a late fee of 1.5% per month applied to the outstanding balance from the due date of the bill. Licensor, at its sole discretion, may change this late fee from time to time during the term of this Agreement to reflect prevailing market conditions.
- 3.4.2 Non payment of any amount due hereunder shall constitute a default of this Agreement, and subject this Agreement to termination under the provisions of Article 10.
- 3.4.3 For any bill rendered by Licensor to Licensee for advance payment of Conduit Record Search and Manhole Survey Charges or Make-ready Work Charges, hereunder, payment shall be made within thirty (30) days of the bill date. If such payment is not received within thirty (30) days, Licensor shall have the right to issue a letter of cancellation, which will cancel the Licensee's application for the license. Thereafter, if Licensee wishes to proceed, Licensee shall submit a new application for a license, as if it had never submitted the initial application.

### 3.5 Billing Disputes

3.5.1 Where Licensee in good faith disputes a bill or invoice rendered by Licensors, Licensee shall make payment of all portions of said bill or invoice not in dispute as provided in Article 3, subpart 3.3.1. Where the cumulative amount of all of Licensee's bills or portions(s) of bills in dispute are in excess of \$10,000.00, Licensee shall deposit said cumulative disputed amounts in an interest-bearing escrow account until such time as the disputes are resolved. The disputed amount deposited together with the proportional interest shall be distributed immediately to Licensors and/or Licensee in accordance with and upon resolution of the dispute. Where the cumulative amount of all of Licensee's bills or portions of bills in dispute are less than or equal to \$10,000.00, Licensee shall make payment to Licensors and shall be rebated an appropriate amount based on the resolution of the dispute.

3.5.2 Where Licensee fails to pay an amount due and owing under this Agreement and fails to establish an escrow account or fails to resolve the dispute within six months of the establishment of amounts disputed in good faith, in addition to all other remedies available to Licensors including termination under provisions of Article 10 of this Agreement, Licensors may refuse to perform any Survey, Inspection or Make-ready Work for Licensee and may refuse to issue any license to Licensee until such time as the amount is paid or is deposited in an escrow account.

## **ARTICLE IV - APPLICATION FOR AND ISSUANCE OF LICENSES**

4.1 Before Licensee occupies any conduit, Licensee shall make application for and have received a license therefor in the forms attached in APPENDIX IV. Licensors may update these forms from time to time during the term of the Agreement.

4.2 Licensee agrees to limit the filing of applications for conduit occupancy licenses to include not more than 50 manhole sections of conduit on any one application. All manholes listed in the application must be located in the same municipality. Licensors reserves the right to limit the filing of conduit applications to no more than 50 manhole sections on all applications that are pending approval by Licensors at any one time within a single Planning Manager's Area. Licensee further agrees to designate a desired priority of completion of the Conduit Record



Search and Manhole Survey and Make-ready Work for each application relative to all other of its applications on file with Licensor at the same time.

Licensor or Licensee may request a project management meeting with each other to facilitate Licensee's request for a conduit license.

- 4.3 Properly completed license applications received by Licensor on the same day from two or more licensees for installation accommodations on the same conduit(s), shall be processed together. All Conduit Record Search and Manhole Survey or Make-ready Work required to accommodate the applicants will be completed simultaneously for the benefit of all applicants. All applicants will be rebated with the pro rata share of costs based on the number of applicants.
- 4.4 Any license granted hereunder for placement of Licensee's facilities in Licensor's conduit system may terminate without further notice to Licensee as to individual sections of Licensor's conduit system covered by the license in which Licensee has not placed its facilities within 90 days from the date that Licensor has notified Licensee that such sections of the conduit system are available for placement of Licensee's Facilities.

## **ARTICLE V - CONDUIT RECORD SEARCH AND MANHOLE SURVEY**

- 5.1 A Conduit Record Search and Manhole Survey for each manhole for which an installation is requested is required to determine the adequacy of the conduit to accommodate Licensee's installations and facilities. The Licensee may accompany the Licensor when Licensor performs the Manhole Survey.
- 5.2 Licensor will process all requests for access to conduit on a non-discriminatory basis in the order such requests are received.
- 5.3 Within forty-five (45) days of receipt of written notification in the form of a complete license application and the correct Survey Fee payment, Licensor shall perform a Conduit Record Search and Manhole Survey and present the Survey results to the applicant. The Survey results will contain one of the following:

If no Make-ready Work is required, a license shall be issued for the conduit.

If Licensor determines that the conduit which Licensee desires to occupy is inadequate or otherwise needs Make-ready Work to accommodate the Licensee's Facilities, in accordance with the specifications set forth in

Article 6, Licensors will provide Licensee with an itemized invoice for such anticipated Make-ready Work. The Make-ready Work will be performed following receipt by Licensors of advance payment. Upon receipt of the advance payment, Licensors will provide the Licensee with the estimated start and estimated construction completion date of the Make-ready Work.

If Licensors determine that the conduit may not reasonably accommodate Licensee's Facilities for reasons of capacity, safety, reliability or engineering, the Licensors may refuse to grant a license for conduit occupancy. Licensors shall provide the specific reason(s) for such denial. Licensors shall not unreasonably exercise the right reserved hereunder

- 5.4 If, subsequent to the initial installation, service needs of the Licensors or Licensee require modifications of the conduit, the allocation of modification costs that are incurred for the specific benefit of the party requiring such modification shall be assumed by the party benefiting from the modification. Where multiple parties declare their intent to join in the modification, each party shall proportionately share in the total cost. Licensors shall not be required to use revenue that may result from the use of any additional space resulting from such modification to compensate parties that paid for the modification.
- 5.5 Licensors shall make every reasonable effort to complete Make-ready Work within ninety (90) days of receipt of payment for Make-ready Work from Licensee, except for reasons beyond Licensors' control.
- 5.6 To the extent practicable, Licensors shall provide Licensee, no less than sixty (60) days prior to, written notice of any modification of facilities other than routine maintenance, or modifications in response to emergencies, or to a request from a governmental authority.

## **ARTICLE VI - SPECIFICATIONS AND LEGAL REQUIREMENTS**

- 6.1 Licensee's Facilities shall be placed and maintained in accordance with the requirements and specifications of Appendix xxx (Bell Atlantic –New England's Requirements and Specifications for Occupancy of Licensors' Conduit System) attached hereto and made a part hereof. Licensors may update this Appendix xxx from time to time. Licensee's Facilities shall be placed and maintained in accordance with the requirements and specifications of the latest edition of: the "Blue Book - Manual of Construction Procedures" (Blue Book), published by Bell Communications Research, Inc.; the "National Electric Code" (NEC), published by the National Fire Protection Association, Inc.; the "National Electrical Safety Code" (NESC), published by the Institute of Electrical and Electronics Engineers, Inc.; and rules and regulations of the U.S. Department of

Labor issued pursuant to the “Federal Occupational Safety and Health Act of 1970”, as amended, (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.

- 6.2 Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain Licensee’s Facilities on public and private property at the location of Licensors’ conduit.
- 6.3 No license granted under this Agreement shall extend to any of the Licensors’ conduit where the placement of Licensee’s Facilities would result in a forfeiture of the rights of Licensors to occupy the property on which such conduit are located. If placement of Licensee’s Facilities would result in a forfeiture of the rights of Licensors to occupy such property, Licensee agrees to remove its installations forthwith; and Licensee agrees to pay Licensors all losses, damages and costs incurred as a result thereof.

## **ARTICLE VII - CONSTRUCTION AND MAINTENANCE OF INSTALLATIONS**

### **7.1 General Provisions**

- 7.1.1 Licensee shall, at its own expense, construct and maintain its Facilities within Licensors’ conduit in a safe condition and in a manner acceptable to Licensors. Licensee shall construct and maintain its facilities so as not to conflict with the use of Licensors’ conduit by Licensors or by other authorized users of Licensors’ conduit, nor electrically interfere with Licensors’ facilities occupying the conduit system.
- 7.1.2 Licensors shall specify the location within Licensors’ conduit system to be occupied by Licensee’s Facilities.
- 7.1.3 Licensee shall provide written notice to the Licensors of the actual dates of installation of its Facilities within three (3) business days of the date of installation so that Licensors may promptly schedule a Conduit Work Inspection.
- 7.1.4 If Licensee does not rearrange or transfer its installations within sixty (60) days after receipt of written notice from Licensors requesting such arrangement or transfer, Licensors, may perform or have performed such rearrangement or transfer and Licensee agrees to pay the cost thereof.

7.1.5 For each new facility placed by Licensee in Licensors conduit, on or after the date of execution of this Agreement, Licensee shall place identification tags on cables located in conduit and identification apparatus tags on any associated items of Licensee's Facilities. The requirements for identification tags are set forth in the Blue Book.

7.1.6 When Licensors deems it an immediate threat to safety and/or an emergency exists, it may rearrange, transfer, or remove Licensee's Facilities in Licensors conduit at Licensee's expense and without any liability on the part of the Licensors for damage or injury to Licensee's Facilities. Licensors shall make reasonable efforts to contact Licensee as circumstances, in the judgement of the Licensors, permit.

## 7.2 Licensee's Maintenance Work

Licensee shall work cooperatively with the local Bell Atlantic Reimbursable Construction Engineer when performing Maintenance Work on its facilities and/or installations. Cooperative practices shall include a system of notification by phone, facsimile, answering system, or otherwise for scheduling purposes

## **ARTICLE VIII - INSPECTION OF LICENSEE'S FACILITIES**

8.1 Licensors reserves the right to make Periodic Inspections of any part of Licensee's Facilities occupying Licensors conduit system and the Licensee shall pay the Licensors its charges for making such inspections. Inspections will not be made more often than once every five (5) years and upon thirty (30) days notice to Licensee unless, in Licensors judgment, such inspections are required for reasons involving safety or because of an alleged violation by Licensee of the terms of this Agreement. The charge for the inspection shall be in accordance with the terms and conditions of ARTICLE 3.2.3. The making of such inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

## **ARTICLE IX - UNAUTHORIZED CONDUIT OCCUPANCY**

9.1 If any of Licensee's facilities are occupying Licensors conduit without being licensed, Licensors recover fees as specified in subpart 9.2, without prejudice to its other rights or remedies under this Agreement, including termination, or otherwise, and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from Licensors of the unauthorized occupancy, conduit license applications. If such application is not received within the

specified time period, Licensee shall remove its unauthorized Facilities within thirty (30) days of the final date for submitting the required application, or Licensors may remove Licensee's facilities without liability at the Licensee's expense.

- 9.2 Upon discovery of unauthorized conduit occupancy, Licensee agrees to pay an amount equal to five times the current applicable annual Conduit Occupancy Fee specified in APPENDIX I times the number of unauthorized feet of conduit occupied. The penalty shall be in addition to all other amounts due and owing to Licensors under this Agreement.

## **ARTICLE X - TERMINATION**

### **10.1 30-Day Termination**

10.1.1 In addition to rights of termination provided to the Licensors under other provisions of this Agreement, the Licensors shall have the right to terminate Licensee's license, authorizations and/or 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 an unlawful act or undertaking;
- (b) the Licensee ceases to have authority to construct and operate its facilities on public or private property at the location of the particular conduit covered by the authorization;
- (c) the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations thereunder;
- (d) the Licensee occupies the Licensors' conduit without having first been issued authorization therefor;
- (e) the Licensee, subject to provisions specified in Article 2 ceases to provide its services;
- (f) the Licensee allows the conduit space to be occupied by others, including affiliates, not a party to this Agreement without written authorization by Licensors;
- (g) the Licensee sublets or apportions part of the licensed conduit space to an entity or an affiliate not a party to this Agreement.

10.1.2 The Licensor will notify the Licensee in writing of any instances cited in subpart 10.1.1. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Licensor within sixty (60) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue or correct non-compliance and fails to give the required written confirmation to the Licensor within the time stated above, the Licensor may terminate the license(s), authorization and/or rights granted hereunder for the conduit at which such non-compliance has occurred.

## 10.2 Immediate Termination

10.2.1 Conduit occupancy license(s), authorization and/or rights as automatically and immediately terminated 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 14 will be or have been cancelled or amended so that those requirements will no longer be satisfied;
- (b) the Licensee shall fail to pay any sum due under Article 3 or to deposit any sum required under this Agreement, or shall fail to maintain satisfactory surety as required in Article 12;
- (c) any authorization that may be required by any governmental or private authority for the construction, operation and maintenance of the Licensee's facilities on conduit is denied, revoked or cancelled.

## 10.3 General

10.3.1 In the event of termination of any of the Licensee's licenses, authorization and/or rights hereunder, the Licensee shall remove its facilities from the conduit within sixty (60) days of the effective date of the termination; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to provisions of this Agreement to the Licensor until Licensee's facilities are actually removed from the Licensor's conduit. If the Licensee fails to remove its facilities within the specified period, the Licensor shall have the right to remove such facilities at the Licensee's expense and without liability on the part of the Licensor for damage or injury to such facilities or interruption of Licensee services.

10.3.2 When Licensee's facilities are removed from conduit, no occupancy of the same conduit shall be made until the Licensee has first complied with all of the provision of this Agreement as though no such conduit had been occupied previously and all outstanding charges due to the Licensor for such conduit have been paid in full.

10.3.3 Any license issued under this Agreement shall automatically terminate when Licensee ceases to have authority to construct, operate and/or maintain its facilities on the public or private property at the location of the particular conduit covered by the license.

#### 10.4 Licensee's Removal of Facilities

10.4.1 Licensee may at any time remove its Facilities from conduit after first giving Licensor written notice of such removal. Licensee shall complete and provide to Licensor "Notification of Surrender of Conduit System License", Form 6 attached to APPENDIX IV hereto. Licensor shall verify and execute Form 6 within 30 days of submission. Billing for the installation shall cease as of the last day of the month in which verification occurs. Licensor may update this form from time to time during the term of this Agreement.

10.4.2 Following such removal, no installation shall again be made to such conduit until Licensee shall have complied first with all of the provisions of this Agreement as though no such occupancy had been made previously.

### **ARTICLE XI - ASSIGNMENT OF RIGHTS**

11.1 Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's affiliates, successors or assigns without the prior written consent of Licensor, which consent shall not be unreasonably withheld.

11.2 In the event such consent or consents are granted by Licensor, then this Agreement shall extend to and bind the affiliates, successors and assigns of the parties hereto.

11.3 Conduit space licensed to Licensee hereunder is for the use of the Licensee named in this Agreement only, and Licensee shall not lease, sublicense, share with, convey or resell to any affiliates, subsidiaries, or any others any such space or rights granted hereunder.

## **ARTICLE XII - SURETY REQUIREMENTS**

- 12.1 Upon request of Licensors, Licensee shall furnish bond or other satisfactory evidence of financial security in an amount specified as follows in subpart 12.2 to guarantee the payment of any sums which may become due to the Licensors for Conduit Occupancy Fees due hereunder and any other charges for work performed for Licensee by the Licensors, including the removal of Licensee's facility upon termination of any authorization issued hereunder.
- 12.2 Licensee shall furnish a bond or other security satisfactory to the Licensors in the following amounts: Security in the amount of \$20.00 shall be required for each manhole authorized. 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 conduit occupancy does not exceed 1000 feet.
- 12.3 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 Licensors. The instrument shall contain a provision that the surety company or bank will pay Licensors, within the dollar limits of the instrument, any sum demanded by the Licensors as due under the Agreement, whether or not the Licensee contests its liability to pay such sum, and whether or not the Licensors exercises or has exercised any option it may have to terminate. If any such amounts are paid by the surety company or bank, the Licensee shall restore the surety bond or Letter of Credit to the full amount required under this Article, within thirty (30) days after notice of such payment is sent to the Licensee.
- 12.4 The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee.

## **ARTICLE XIII - LIABILITY AND DAMAGES**

- 13.1 Licensors reserves to itself, its successors and assigns, the right to locate and maintain its conduit and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Licensors shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications services arising in any manner, except from Licensors's sole negligence, out of the use of Licensors's conduit.
- 13.2 Licensee shall exercise precaution to avoid damaging the facilities of Licensors and of others occupying Licensors's conduit system, and Licensee assumes all responsibility for any and all loss from such damage caused by Licensee's employees, agents or contractors. Licensee shall make an immediate report to



Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.

13.3 Except to the extent as may be caused by the negligence of Licensor, Licensee shall defend, indemnify and save harmless Licensor, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against Licensor, by reason of:

- (a) any work or action performed within the conduit licensed hereunder or any part thereof performed by Licensee or any of its agents, contractors, servants, or employees;
- (b) any use, occupation, condition, operation of said conduit or any part thereof by Licensee or any of its agents, contractors, servants, or employees;
- (c) any act or omission on the part of Licensee or any of its agents, contractors, servants, or employees, for which Licensor may be found liable;
- (d) any accident, injury (including death) or damage to any person or property occurring within said conduit or any part thereof arising out of any use thereof by Licensee or any of its agents, contractors, servants, or employees;
- (e) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement;
- (f) payments made under any Workers' Compensation Law or under any plan for employees disability and death benefits arising out of any use of the conduit by Licensee or any of its agents, contractors, servants, or employees;
- (g) the erection, maintenance, presence, use, occupancy or removal of Licensee's Facilities by Licensee or any of its agents, contractors, servants, or employees or by their proximity to the facilities of other parties occupying Licensor's conduit; provided that Licensee shall defend, indemnify, and save harmless Licensor against and from any and all such liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses brought, made or asserted by any of Licensee's agents, contractors, servants, or employees of any of Licensee's contractors or agents; or by
- (h) any and all such liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses brought, made or asserted by any of Licensee's

agents, contractors, servants, or employees of any of Licensee's contractors or agents.

- 13.4 Licensee shall indemnify, save harmless and defend Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's Facilities, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's conduit, or otherwise.

The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued thereunder.

#### **ARTICLE XIV - INSURANCE**

- 14.1 Licensee and its subcontractors (if any) agree to purchase and maintain during the term hereof all insurance and/or bonds required by law or this Agreement including without limitation:

- (a) Commercial General Liability Insurance (including, but not limited to, premises-operations, explosion and collapse, underground hazard, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury) with limits of at least \$2,000,000. combined single limit for each occurrence. (Limits may be satisfied with primary and/or excess coverage.)
- (b) Commercial Automobile Liability with limits of at least \$2,000,000. combined single limit for each occurrence.
- (c) Workers' Compensation insurance as required by Statute, and Employer's Liability insurance with limits of not less than \$1,000,000. per occurrence.

- 14.2 All insurance must be in effect before Licensor will authorize Licensee to occupy Licensor's conduit system and shall remain in force until Licensee's Facilities have been removed from all such conduit.

- 14.3 Licensee shall annually submit to Licensor satisfactory evidence of such insurance by an ACORD Form or other satisfactory form in general use by the insurance industry for each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; and that such certificates will name the Licensor as an additional insured under the public liability policy and that it will not cancel or change any such policy of insurance issued to Licensee except after giving of not less than sixty (60) days

written notice to Licensor. In the case of a self-insured Licensee, Licensor may elect to accept satisfactory evidence of such self-insurance in lieu of the ACORD Form.

## **ARTICLE XV - GENERAL PROVISIONS**

### **15.1 Authorization Not Exclusive**

Nothing herein contained shall be construed as a grant of any exclusive authorization, 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 conduit covered by this Agreement.

### **15.2 Failure to Enforce**

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

### **15.3 Notices**

APPENDIX II sets forth where written notices required under this agreement shall be sent to Licensor and Licensee. Notice shall be acceptable in the following forms: first class mail, facsimile followed by first class mail, or overnight mail with receipt. Licensee shall complete APPENDIX II and submit it to Licensor with this Agreement.

#### **Serverability**

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions. If the invalid or unenforceable provision or provisions shall be considered an essential element of this Agreement, the parties shall promptly attempt to negotiate a substitute therefor.

### Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth where the Licensor's conduit system is located as set forth in this Agreement, without regard to the principles of conflicts of law. All actions under this Agreement shall be brought in a court of competent subject matter jurisdiction of the county of the capital of such State or Commonwealth and both parties agree to accept and submit to the personal jurisdiction of such court. Licensee also agrees to submit to the jurisdiction of any court in the United States wherein an action is commenced against Licensor based on a claim for which Licensee has indemnified Licensor hereunder.

### Compliance with Laws

The parties hereto shall at all times observe and comply with, and the provisions of this Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances, or regulations remain in effect.

This Agreement is subject to applicable laws and executive orders relating to equal opportunity and nondiscrimination in employment. Licensee and all persons furnished by Licensee shall not unlawfully discriminate in its employment practices against any person by reason of race, religion, color, sex, disability or national origin and agrees to comply with the provisions of said laws and orders to the extent applicable in the performance of this Agreement and as set forth in the attached Non-Discrimination Compliance Agreement. (APPENDIX VII).

Licensee agrees to indemnify and hold harmless Licensor for, from and against and defend Licensor against, any loss or damage sustained because of Licensee's noncompliance hereunder.

### Survival

All rights and obligations hereunder granted or incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of this Agreement shall survive such cancellation, termination, or expiration.

### Use of Information

Licensee may provide to Licensor license applications and business plans of its future needs for conduit installations. Such information will allow Licensor to better forecast personnel and equipment requirements. However, as to business plans, such information shall be deemed for use as advance planning purposes

only, and no obligation shall be created that Licensor hire personnel or purchase equipment, or Licensee submit license applications for the conduit installations. Licensor shall hold such information as they treat their own confidential information of similar type and value. Licensor's obligations hereunder shall not extend to any information that is now available to the public or become available by reason of acts or omissions not attributable to Licensor.

#### Access to Records

Licensor, upon receipt of written request, shall provide access to Licensor's conduit records in accordance with "Job Aid For Requests To Records" attached hereto as APPENDIX VI. Licensor may update this procedure from time to time during the term of this Agreement.

#### Dispute Resolution

In the case where Licensee claims that a term or condition is unjust or unreasonable, Licensee shall submit a complaint to the Manager-License Administration Group, specifying all information and its argument relied on to justify its claim. Licensor shall provide a written response to such complaint within 10 business days after receipt of the complaint. Such response shall specifically address all contentions made by Licensee. If Licensee continues to have issues, it may request a meeting with Manager-License Administration Group to discuss such issues. Such meeting shall be held within five (5) business days.

#### Emergency Conditions

All parties shall work cooperatively in the case of an emergency to restore service to their respective customers.

### **ARTICLE XVI - TERM OF AGREEMENT**

If not terminated in accordance with its terms, this Agreement shall remain in effect and thereafter until three (3) months after written notice of termination is given by either party. Such notice of termination may be given to take effect at the end of the original one (1) year period or at any time thereafter.

Upon execution, this Agreement cancels and supercedes all previously executed Agreements between the parties.

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

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY d/b/a Bell Atlantic-  
New England

By:\_\_\_\_\_

(Print Name)\_\_\_\_\_

(Title)\_\_\_\_\_

(Date)\_\_\_\_\_

Licensee

By:\_\_\_\_\_

(Print Name)\_\_\_\_\_

(Title)\_\_\_\_\_

(Date)\_\_\_\_\_

## **APPENDIXES**

### **I. CONDUIT OCCUPANCY FEES**

### **II. NOTICE ADDRESSES**

### **III. PLANNING MANAGER'S AREA**

### **IV. LICENSE APPLICATIONS FORMS**

Application for Conduit License	Exhibit A
Conduit Route Development	Form 1
Manhole Breakout Request	Form 2
Conduit Licensing Application Checklist	Form 4
Conduit Schematic	Form 5
Notification of Surrender of Conduit	Form 6

### **V. REQUIREMENTS AND SPECIFICATIONS FOR**

### **OCCUPANCY OF LICENSOR'S CONDUIT SYSTEM**

### **VI. JOB AID FOR REQUESTS TO RECORDS**

### **VII. NON-DISCRIMINATION COMPLIANCE AGREEMENT**

## APPENDIX I

### CONDUIT OCCUPANCY FEES

Annual Conduit Occupancy Fees per foot are as follows:

<b>State</b>	<b>Partial Duct</b>	<b>Full Duct</b>
<b>MA</b>	\$0.605	\$1.21
<b>ME</b>	\$0.90	\$1.80
<b>NH</b>	\$1.05	\$2.10
<b>RI</b>	\$0.60	\$1.20
<b>VT</b>	\$0.85	\$1.70



## APPENDIX II

### NOTICE ADDRESSES

#### Licensors – New England Telephone and Telegraph Company

All Notices are to be sent to:

Bell Atlantic  
Manager- License Administration  
125 High Street, Room 1406  
Boston, Massachusetts 02110  
Attention: \_\_\_\_\_  
Title: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: (617) 743-8785 \_\_\_\_\_

#### Licensee –

All Notices are to be sent to as listed in the following form:  
This form may be utilized to update notice addresses as necessary.  
Bell Atlantic NE-Specialist, License Admin.  
125 High St., Room 1406  
Boston, MA 02110

Person Negotiating Agreement \_\_\_\_\_ BA Application# \_\_\_\_\_

Corporate Title: \_\_\_\_\_ State of Incorporation \_\_\_\_\_  
(owner of cable and name in which agreement will be issued )

Principal Address of Corporation: \_\_\_\_\_

Municipality(ies) for which contacts below apply:

(Please use multiple pages as required)

Address where <b>Legal Notices</b> are to be sent:	Address where <b>Insurance Notices</b> are to be sent:
Contact Name	Contact Name
Title	Title
Address	Address
City, State, Zip	City, State, Zip
Attention:	Attention:
Tel # Fax # E-mail address:	Tel # Fax # E-mail address:
Address where <b>Automatic License Requests</b> are to be sent:	Address where <b>Poles/ Conduit Rental Bills</b> are to be sent:
Contact Name	Contact Name
Title	Title
Address	Address
City, State, Zip	City, State, Zip
Attention:	Attention:
Tel # Fax # E-mail address	Tel # Fax # E-mail address
Address where <b>Transfer Notices</b> are to be sent:	<b>Person to notify in emergency</b> of damaged plant:
Contact Name	Contact Name
Title	Title
Address	Address
City, State, Zip	City, State, Zip
Tel # Fax # E-mail address	Tel # Fax # E-mail address

Please utilize this form to update as necessary, and send to:

**Bell Atlantic NE-Specialist, License Admin.**  
**125 High St., Room 1406**  
**Boston, MA 02110**  
**Tel # 1 800 641-2299,**  
**Fax # 1 617 743-8785**

Customer Profile Form -3 Revised 09/29/99

**APPENDIX III**

**PLANNING MANAGER'S AREAS**

## **APPENDIX IV**

### **LICENSE APPLICATIONS FORMS**

Application for Conduit License	Exhibit A
Conduit Route Development	Form 1
Manhole Breakout Request	Form 2
Conduit Licensing Application Checklist	Form 4
Conduit Schematic	

**Bell Atlantic-NE Application #** \_\_\_\_\_  
(to be assigned by Bell Atlantic)  
**Customer Tracking #** \_\_\_\_\_  
(to be assigned by Customer for customer use)

EXHIBIT A  
Revised 10/12/99

APPLICATION FOR CONDUIT LICENSE  
FROM BELL ATLANTIC - NEW ENGLAND

Corporate Title: \_\_\_\_\_

Legal Address: \_\_\_\_\_

Rm#, Floor \_\_\_\_\_

City, State, Zip \_\_\_\_\_

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_ (1) application is hereby made for license to occupy the conduit system in the **municipality of** \_\_\_\_\_, in the **state of** \_\_\_\_\_, shown on Form 1, with the cable and equipment detailed.

Licensee requests a **total of** \_\_\_\_\_ **linear feet** of \_\_\_ full **duct** or \_\_\_ partial duct for the placement of their cable. Determination of partial or full duct assignment is to be made by Bell Atlantic NE based on the outside diameter of the cable being placed. If the conduit is available and you wish to pursue rental, there will be make ready charges (2) associated with the preparation and assignment of the duct.

Licensee hereby requests Licensor to provide an estimate of cost to complete the preliminary record search and manhole survey(s) to determine if this conduit is available.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Date: \_\_\_\_\_

Billing Information: \_\_\_\_\_  
(if different)

- (1) If there is no existing underground agreement, leave blank  
(2) Make Ready Costs

partial duct – If a cable diameter measures 1.1” or smaller, three inner-ducts will be placed as part of make ready work. One inner-duct will be allocated to the licensee.

Full duct – The duct will be rodded, roped and slugged as part of the make ready work. This option allows for the placement of a cable larger than 1.1” in diameter or the placement of more than one cable.

**Note: If your request involves more than one municipality you will need a license for each municipality.**

## **Conduit/Manhole Route Availability / Development**

Customer Tracking Number \_\_\_\_\_ Date: \_\_\_\_\_

Bell Atlantic Agreement # \_\_\_\_\_

Customer Contact Name: _____	
Company Name: _____	
Address: _____	Billing Address: _____
City, State, Zip: _____	City, State, Zip: _____
Telephone #: _____	Telephone #: _____
Fax #: _____	Fax #: _____
E-mail Address: _____	E-mail address: _____

\_\_\_\_\_ Please provide a schematic outlining your proposed route. Include footage, specific address information, cable designations be as specific as possible. Our estimates are based on total linear footage. A sample schematic has been included in this package.

Choose an Option:

\_\_\_\_\_ Option 1 – Your firm has developed its required route; if no conduit is available, you  
do not wish to explore alternative routes.

\_\_\_\_\_ Option 2 – Your firm has developed its required route; if no conduit is available, then you wish  
alternate routes to be considered.

\_\_\_\_\_ Option 3 – Your firm requests Bell Atlantic's assistance in developing a route for you. To  
connect two or more locations.

**Check all that apply:**

\_\_\_\_\_ I am forwarding my specific route requirements please provide cost estimates to provide conduit record search and manhole survey(s). Total Linear Footage required. (*Option 1 only*)

\_\_\_\_\_ I am forwarding my route requirements please provide cost estimates to provide conduit record search and manhole survey(s). If route is not available please find an alternative route. (*Option 2 only*)

\_\_\_\_\_ I am writing to request a Project Meeting to discuss requirements. (*Option 1,2 & 3*)

\_\_\_\_\_ I have attached a summary of items to discuss (*Option 1,2 & 3*)

\_\_\_\_\_ I am writing to request assistance in developing a conduit/manhole route for occupancy to accommodate the facilities and locations outlined on the following page(s): (*Option 3*)

## **Conduit/Manhole Route Availability / Development**

Conduit Route – complete for (*Option 1,2 & 3*)

**Starting Location:** \_\_\_\_\_  
(*Please be specific, street address, city, and state*)

**Ending Location:** \_\_\_\_\_  
(*Please be specific, street address, city, and state*)

**Intermediate Locations - Attach additional locations if necessary:**

**Location 1:** \_\_\_\_\_

**Location 2:** \_\_\_\_\_

**Location 3:** \_\_\_\_\_

**Location 4:** \_\_\_\_\_

**Location 5:** \_\_\_\_\_

**Location 6:** \_\_\_\_\_

**Location 7:** \_\_\_\_\_

**Location 8:** \_\_\_\_\_

**Location 9:** \_\_\_\_\_

**Location 10:** \_\_\_\_\_

**TOTAL LINEAR FOOTAGE ESTIMATED:** \_\_\_\_\_  
(Required for all options)

\*\*\*\*\*NOTE

Bell Atlantic will use this estimated linear footage to develop cost estimates for necessary work, such as, conduit record search, manhole survey(s), rod, rope & slug, manhole breakouts and innerduct placement .

Please be aware that all time, including time associated with Project Meetings, is billable.

Please be advised that splices and slack are not allowed in manhole zero.

**Option 1,2&3 -Please complete the following for each different cable type you intend to place: (Attach additional Cable types as required)**

Column A      B      C      D      E      F      G      H

Cable Type Designation <i>A new designation for each different cable type</i>	Outside Diameter in inches	Weight pounds per foot	Metallic Sheath or Shield Yes   No	Type of Cable	Max. Voltage to Ground AC   DC	Max. Current in any conductor indicate voltage	Type of jacket
<u>A</u>							
<b>B</b>							
<b>C</b>							
<b>D</b>							
<b>E</b>							

Column A      Choose a designation for each different type of cable to be placed.  
Column B      Outside Diameter of Cable  
Column C      Weight per Foot Pound  
Column D      Indicate if Metallic Sheath or Shield  
Column E      If Coax cable show number of tubes, Fiber number of strands  
Column F      Maximum Voltage to ground  
Column G      Indicate Voltage  
Column H      Enter type of material of outer jacket or sheath (PVC, Polyethylene etc.)

All information is confidential. Bell Atlantic Corporate Policy Statement concerning Bell Atlantic's Privacy Principles can be found on our web site at <http://bellatlantic.com/about/privacywww.htm>.

**Additional items to be considered:**

Check all that apply

\_\_\_\_\_ Route Diversity

\_\_\_\_\_ This request is associated with a collocation/CATT request – *check all that apply and attach specific information* **COLLOCATION/CATT Application ID#** \_\_\_\_\_

- ☐ Includes Manhole Zero
- ☐ Collocation/CATT request requiring **multiple** Zero Manhole entrances if available
- ☐ You are providing your own fiber distances from the vault to the cage



- ☐ You require distances from Zero Manhole to Vault
- ☐ You require distances from the Vault to the Cage

\_\_\_\_\_ Manhole Breakouts to connect with non-Bell Atlantic conduit locations specified on the attached Manhole Breakout Request – Form 2

\_\_\_\_\_ Ties in with aerial route, provide riser information if known

\_\_\_\_\_ Ties into privately owned conduit system – provide diagram

\_\_\_\_\_ Other Considerations, please be specific

**Splice Casings/Equipment Housings to be placed in manholes:**  
*(Attach additional equipment listings if required.)*

Location	Type	Height	Width	Depth	Weight

**NOTE:**

Prior to Bell Atlantic issuing your license, a copy of your plan, indicating your proposed cable route, Manhole Breakout location(s) and splice locations must be submitted to the project manager. Bell Atlantic will review the plan and initial all approved Manhole breakouts, and splice locations. **Please be aware that all proposed Manhole breakouts and splice locations must be reviewed, field checked and approved in advance of a license being issued. Splices are not allowed in Manhole Zero.** If, due to Manhole conditions, alternative locations for breakouts and/or splice locations must be identified, Bell Atlantic will work with you to attempt to accommodate your needs.

Also, a sample of cable, tags, splice casings and equipment housing(s) must be submitted to the Bell Atlantic Project Manager, prior to placement, to ensure they comply with Bell Atlantic Standards.

**Authorized**  
Contact Name: \_\_\_\_\_

**Authorized**  
Contact Signature: \_\_\_\_\_

\_\_\_\_\_

Contact Telephone #: \_\_\_\_\_ Contact E-mail  
Address: \_\_\_\_\_

**Contact FAX #:** \_\_\_\_\_

# **BELL ATLANTIC NEW ENGLAND** **MANHOLE BREAKOUT REQUEST**

Date: \_\_\_\_\_ Customer Tracking Information \_\_\_\_\_ Collocation/CATT ID# \_\_\_\_\_



Check here if this is a change from the original request. A new estimate may be required .

Customer Contact Name: _____	
Company Name: _____	
Address: _____	Billing Address: _____
City, State, Zip: _____	City, State, Zip: _____
Telephone #: _____	Telephone #: _____
Fax #: _____	Fax #: _____
E-mail Address: _____	E-mail address: _____

Please Provide Manhole Breakouts at the following locations:

Location – Street, City, State	Manhole #	Specific Detail

**NOTE\*\*\* You must submit Form 1 identifying equipment housings with this form.**



Check here if you have existing cable and are currently licensed for manhole occupancy.

Please be aware that before a manhole breakout can be made you must:

1. Be licensed to occupy the manhole you intend to break into.
2. Have your new conduit system in place ending within three feet of the Bell Atlantic conduit structure you wish to break into.
3. Provide Bell Atlantic with As-Built drawings prior to commencement of manhole work.
4. No Splices will be approved for Manhole zero.

Once these conditions have been met, Bell Atlantic will build its conduit to meet your newly constructed conduit.

**Authorized**

Contact Name: \_\_\_\_\_

**Authorized**

Contact Signature:

\_\_\_\_\_

Contact Telephone #: \_\_\_\_\_ Contact E-mail

Address: \_\_\_\_\_

## CONDUIT LICENSING APPLICATION CHECKLIST

Please check each item to insure they have been fully completed. Please  
enclose all required documentation and mail to:

**Bell Atlantic  
Underground Conduit Licensing Staff  
125 High Street, Room 1406  
Boston, MA 02110**

**Fax Number: 617-743-8785**

- ☐ Enclosed-Application Check - \$425 new agreement.
- ☐ Enclosed -Completed Forms Exhibit A, Form 1, 2
- ☐ Have received approval for splice/slack/breakout locations (no splices allowed in manhole zero)
- ☐ Enclosed -Customer Profile Sheet – Form 3 complete with all requested name and address information.
- ☐ Enclosed-a detailed 8.5” X 11” stick drawing / Conduit Schematic – **including TOTAL ESTIMATED LINEAR FOOTAGE.**
- ☐ Enclosed-Letter of Agency – Required if you are acting on behalf of the cable owner.
- ☐ Enclosed-updated Certificate of Insurance – signed by an authorized representative of your insurance company. If not currently on file.
- ☐ Name, Address and Telephone number of person negotiating this Agreement:

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone Number:</b>	<b>Fax Number:</b>

## **APPENDIX V**

### **REQUIREMENTS AND SPECIFICATIONS FOR OCCUPANCY OF LICENSOR'S CONDUIT SYSTEM**

THIS APPENDIX is an integral part of the License Agreement between New England Telephone and Telegraph Company d/b/a Bell Atlantic-New England, therein called Licensor, and

\_\_\_\_\_, therein called Licensee, dated \_\_\_\_\_, (hereinafter called the Agreement) and contains minimum requirements and specifications governing the occupancy of Licensor's conduit system in \_\_\_\_.

#### **GENERAL**

1. The fees and charges specified in APPENDIX I shall be applicable to all licenses granted to Licensee hereunder.

2. Licensor reserves the right to specify the type of construction required in situations not otherwise covered in this Appendix. In such cases, Licensor will, in its discretion, furnish to Licensee written materials which will specify and explain the required construction.

#### **ELECTRICAL DESIGN SPECIFICATIONS**

3. No communications facilities of Licensee shall be permitted in Licensor's conduit system if such communication facility or any part thereof by its design could cause electrical interference with Licensor's facilities.

If electrical interference is caused by any of Licensee's communications facilities, such interference shall be removed at the expense of Licensee.

4. Licensee's communications facilities shall not be designed to use the earth as the sole conductor for any part of the Licensee's circuits.

5. Normal voltages carried in Licensee's cable shall not exceed 50 Volts AC (rms) to ground or 135 Volts DC to ground except for momentary signaling and control voltages or as permitted by items 6,7,8 and 9 following and in these cases, the cable shall include an effectively grounded sheath or shield.

6. Communications facilities of Licensee carrying voltages and currents permitted for Class 2 signal circuits by the National Electrical Code will be considered suitable for occupancy of ducts containing Licensor's facilities.

7. No coaxial cable of Licensee shall be considered suitable for occupancy of a duct containing Licensor's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.

8. Licensee's communications facilities exceeding the voltage and current limitations of paragraphs 5,6 and 7 of this Appendix preceding, but not exceeding the limitations of voltage and current prescribed by the National Electrical Safety Code will be permitted in the Licensor's conduit system but such cable shall not be permitted to occupy the same duct as facilities conforming to said paragraphs 5,6 and 7 of this Appendix.

9. Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half ampere and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. Such cable must occupy a separate duct. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 microamperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

10. Licensee shall not circumvent Licensor's corrosion mitigation measures.

11. Licensee's communications facilities shall be compatible with the Licensor's facilities so as not to damage any facilities of the Licensor by corrosion or otherwise.

#### PHYSICAL DESIGN SPECIFICATIONS

12. Licensee's cables bound or wrapped with cloth or having any kind of fibrous covering or impregnated with an adhesive material shall not be permitted in Licensor's ducts.

13. New construction splices in Licensee's cables shall be located only in manholes, pull boxes or handholes.

14. The maximum permissible diameter of any cable of Licensee and the number of cables of Licensee to be placed in any of Licensor's ducts shall be determined by the Licensor based upon the size and shape of the duct and the size of the existing cable in the duct.

15. Where Licensee's duct physically connects with Licensor's manhole, the section of duct which connects with the manhole shall be installed by Licensor or its contractor at Licensee's expense. Such duct shall be sealed against the entry of gases or liquids at the opening to the manhole, and if the Licensee's duct enters a building, it shall be sealed at the entry to the building.

#### CONDITIONS APPLICABLE TO WORK

16. Licensor's manholes shall be opened only as authorized by and in the presence of Licensor's authorized representative except as may be otherwise permitted in writing by the Licensor.

17. No employee, agent or contractor of Licensee shall enter or work in any of Licensor's manholes unless an authorized representative of Licensor is present during the entire period except as may be otherwise permitted in writing by the Licensor. The Licensee will pay the Licensor's charges for having its representative present.

18. Licensee shall notify the Licensor 3 working days in advance of any work operation requiring entry into any of Licensor's manholes provided, however, that a particular notice requirement may be waived by Licensor upon Licensee's request.

19. Clearing obstructions, repairs, dig-ups and any other work required to make a duct usable for the initial placing of Licensee's cable shall be done by the Licensor or its approved contractor at Licensee's expense.

20. Licensee's cable shall be placed in, removed from, changed or maintained in Licensor's conduit system only when specific authorization for the work to be performed and approval of the person, firm or corporation that will perform the work, has been obtained in writing in advance from Licensor. Licensor retains the right to specify what, if any, work shall be performed by Licensor.

21. Rodding of ducts in Licensor's conduit system shall be done daily when specific authorization for such work, and approval of the person, firm or corporation that will perform such work has been obtained in writing in advance from Licensor. Licensor retains the right to prescribe the manner in which such rodding will be done and retains the right to specify what, if any, work shall be performed by Licensor.

22. Licensee's workmen shall not climb or step on Licensor's cables, air pipes or equipment located in Licensor's manholes.

23. Upon completion of work in Licensor's manholes, Licensee shall remove all of its tools, unused materials, wire clipping, cable sheathing and any other similar matter.

24. All of Licensee's communications facilities shall be firmly secured and supported to the satisfaction of Licensor's authorized representative.

25. For each new facility placed by Licensee in Licensor's conduit, on or after the date of execution of this Agreement, Licensee shall place identification cable tags on cables located in conduit and identification apparatus tags on any associated items of Licensee's Facilities. The requirements for identification tags are set forth in the Blue Book.

26. Where manholes must be pumped in order to allow Licensee's work operations to proceed, pumping shall be done by the Licensee or its contractor.



27. Licensee's employees, agents or contractors shall not use work platforms, supports or planks which would be placed upon or lashed to any of Licensor's cable or equipment.

28. Any leak detection liquid or device used by Licensee's agents, employees or contractors shall be of a type approved in writing by Licensor.

29. When Licensee, its agents, employees or contractors are working in or around any part of Licensor's conduit system located in the streets, alleys, highways or other public or private rights-of-way, the protection of persons and property shall be provided by Licensee in an adequate and satisfactory manner; Licensee shall be solely responsible for providing adequate barricades, warning lights, police protection, traffic cones, danger signs and other similar devices to protect all traffic, persons and property around the work area from danger.

30. Licensee, its agents, employees or contractors, when working in or around Licensor's manholes, shall be solely responsible for testing the manhole atmosphere and providing continuous ventilation in accord with the Bell System Practices furnished to Licensee by Licensor, attached hereto and made a part hereof.

31. Except for protective screens, no cover shall be placed over an open manhole unless it is at least four feet above the surface level of the manhole opening.

32. Smoking or the use of a flame in Licensor's manholes shall not be permitted.

33. Licensor's authorized representatives shall have the authority to terminate Licensee's work operations in and around Licensor's manholes if, in the sole discretion of Licensor's authorized representative, any hazardous condition arises or any unsafe practice is being followed by Licensee's agents, employees or contractors.

34. When artificial lighting is required in Licensor's manholes, only explosion-proof lighting of a type approved in writing by Licensor shall be used.

35. The Licensee shall not allow the accumulation of any combustible material in Licensor's manholes during the Licensee's work operation.

36. Spark-producing equipment tools or devices, such as mergers, breakdown set, electrical drills, electrical hammers and induction sets shall not be allowed in manholes.

37. Cable lubricants used by Licensee in Licensor's conduit system shall be of a type approved in writing by Licensor.

## **APPENDIX VI**

### **JOB AID FOR REQUESTS TO RECORDS**

In an effort to maintain consistency associated with requests from outside BELL ATLANTIC for the viewing or securing of Conduit Plats this job aid is being prepared.

#### **Conduit Plat Record Requests**

##### **REQUESTS**

The process begins with the request from the customer, which is directed to the Design Administrator Group for the specific area where the request is made, by the RCE.

The request must be submitted in writing, indicating what the customer requires (usually a map which has been highlighted or a listing of streets, etc. is supplied by the customer) along with a reason for the request.

Bell Atlantic will make the conduit records available within a reasonable time frame upon receipt of the written request, for the specific areas mentioned in the letter. As BELL ATLANTIC does not maintain all plats it may be necessary to secure the specific drawings from our vendors and the customer should be informed of any delay this may cause.

##### **CHARGES & BILLING**

The Design Administrator will secure a Keep Cost Number from the area Reimbursable Construction Engineer for each new customer request which is submitted for conduit plats when it is determined the requestor is to be charged. When a job number is secured the job can remain open until the end of the year in which it is taken and should be used for subsequent requests from the same customer.

BELL ATLANTIC does plan swaps with the Electric Companies when the information required is for electrical purposes. If the customer is a municipality – there is no charge. These types of requests however must still follow the written request procedures.

Based on analysis of time and material it has been determined a charge of \$7.50 per plat with a minimum charge of \$25.00 is to be used in determining costs.

Up-front payment is required before distribution of any plats.

All checks should be made out to BELL ATLANTIC.

The Design Administrator will forward any checks to the RPC in Maryland with the advance payment transmittal form. These forms can be secured from the area Reimbursable Construction Engineer.

### NON-DISCLOSURE AGREEMENTS

For each request a signed non-disclosure form is required from someone with authority in the organization making the request. A disclaimer at the end of the non-disclosure agreement is to advise the customer that the information they are getting is for preliminary design purposes only – they still need to do field surveys and measurements.

On the second page of the non-disclosure there is a space to enter the price being charged.

There are three Non-Disclosure Agreements as follows:

**Non-Disclosure 1** is for use with large controlling entities such as the gas company and electric, MBTA, etc. Use the term plan swap in place of the monetary issue.

**Non-Disclosure 2** is for anyone other than those mentioned in 1 and 3 such as licensees, surveyors, engineering firms, etc.

**Non-Disclosure 3** is for municipalities.

If there is more than one recipient for the request, please add more RECIPIENTS to the bottom of the non-disclosure so that all involved can sign.

No signature – No records

### PROPRIETARY INFORMATION

Any information that may be considered proprietary will be removed such as references to plastic, fiber, or duct formations. If there is an indication of cable and pairs these should also be removed. Footage should remain as shown as these details are for preliminary design only and need to be field verified, as stated previously.

Once the information considered proprietary is removed, re-copy the plat, it is now ready for distribution to the customer.

### RELEASE OF INFORMATION

When payment has been received and the non-disclosure agreement signed, the customer may pick-up the requested plats or they can be mailed, based on the customer's preference. The customer also has the option of viewing the plats at our location,

following all the steps mentioned previously (written request, up-front payment, signed non-disclosure), which has been the case chosen by some customers.

#### INTERNAL REQUIREMENT

The Reimbursable Construction Engineer should also be provided copy of all non-disclosure agreements and copies of the advance payment transmittal to retain with the job. These details are required for job closing.

The Reimbursable Construction Engineer remains available to assist the Design Administrator in following this procedure.

#### Pole Record Requests

Access to pole records are not normally received from customers as these structures can be accessed visually however, in the event requests, in writing, for access to pole records is received the RCE will direct the customer to the Design Administrator for the specific area.

A printout of the Pole Record System (PRS) for the specific location would be retrieved; removal of any proprietary information may be required.

The customer would be required to submit payment for the time required accessing and producing the documents (time and material costs). Upon receipt of the check the documents would be given to the customer. No non-disclosure document would be required, as proprietary data would already be removed, if necessary and these structures are visible to the public at large.

#### Right Of Way Requests

Right Of Way documents are a matter of public record and can be obtained from the various State and Municipal Offices such as City / Town Halls, Registry of Deeds, etc.

However, in the event requests are received, in writing, for Right of Way documents by customers the RCE would direct the requesting party to the appropriate Right Of Way Engineer for the area in question.

The customer would be required to submit payment for the time required by the Right Of Way Engineer to locate and produce the documents being requested (time and material costs). Upon receipt of the check the documents would be given to the customer. No non-disclosure sign-off would be necessary, as these documents are available to the public.

## APPENDIX VII

### NON-DISCRIMINATION COMPLIANCE AGREEMENT