

**POLE ATTACHMENT LICENSE AGREEMENT**

DATED \_\_\_\_\_, 2019

BETWEEN

PEABODY MUNICIPAL LIGHT PLANT

(LICENSOR)

AND

XXXXXXXXX . LLC

(LICENSEE)

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## APPENDIXES

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## **LICENSE AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Peabody Municipal Light Plant, a Massachusetts municipal light department organized pursuant to ST1891 c447 and operated pursuant to Chapter 164 of the General Laws of Massachusetts, having its principal office at 201 Warren St. Extension Peabody, Massachusetts, hereinafter referred to as the "Licensor" and XXXXXXXXXXXXX of Massachusetts, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having a place of business in 956 Massachusetts Ave., Arlington, Massachusetts , hereinafter called the "Licensee."

## **WITNESSETH**

WHEREAS, Licensee proposes to provide communications, broadband, fiberoptic, or CATV services in the City of Peabody in the Commonwealth of Massachusetts; and

WHEREAS, Licensee will need to place and maintain attachments within the City of Peabody (and in the Town of Lynnfield, for the sole purpose of accessing Peabody), and desires to place such attachments on poles of Licensor; which poles are either jointly or solely owned by the Licensor; and

WHEREAS, Licensor is willing to permit, to the extent they may lawfully do so, the placement of said attachments on Licensor's facilities where reasonably available and where such use will not interfere with Licensor's service requirements or the use of its facilities by others subject to the terms of this agreement;

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

# **ARTICLE I DEFINITIONS**

## **As Used in This Agreement**

A) Anchor Rod

A metal rod connected to an anchor and to which a guy strand is attached. Also known as a "guy rod".

B) Attachment

“Attachment” means any wire or cable for transmission of intelligence by telegraph, wireless communication, telephone and television, including cable television, or for the transmission of electricity for light, heat, or power and any related device, apparatus, appliance or equipment installed upon any pole or in any telegraph or telephone duct or conduit owned or controlled, in whole or in part, by PMLP.

“Single Attachment” means an Attachment that is fastened to a pole with a through bolt.

C) Guy Strand

A metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.

D) Joint Owner

A person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.

E) Make-Ready Work

The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of pole or any other changes) to accommodate the Licensee's Attachments on Licensor's pole or poles.

F) Field Survey Work or Survey Work

A survey of the poles on which Licensee wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required Attachment, and to provide the basis for estimating the cost of this work.

G) Other Licensee

Any entity, other than Licensee herein or a joint user, to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.

H) Joint User

A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles and anchor rods owned by each party.

I) Suspension Strand

A metal cable of high tensile strength attached to pole and used to support communications facilities. Also known as "Messenger Cable".

J) Identification Tags

Identification tags are used to identify Licensee's plant. Identification tags shall be made of polyethylene and polyvinyl chloride with ultraviolet inhibitors. The two types of Identification tags are cable and apparatus tags as described in Appendix III, Form G.

K) Overlash

To place an additional wire or cable Communications Facility onto an existing Attachment owned by Licensee.

L) Power Supply

A self-contained, pole-mounted unit used by communication and CATV companies for signal repeating and amplification.

**ARTICLE II  
SCOPE OF AGREEMENT**

- (A) Subject to the provisions of this Agreement, Licensors agree to issue to Licensee for any lawful communications purpose, revocable, non-exclusive licenses authorizing the Attachment of Licensee's Attachments to Licensors' poles located in Peabody, Massachusetts. Licensors hereby grants said license to Licensee for Licensee to attach its existing Attachments ("Existing Attachments") to Licensors' Poles, which license shall be effective as of the date this Agreement is executed.
- (B) The Licensors and Licensee agree that a third party will inspect and advise the status of the necessary Make Ready. Once the Make Ready walkout/report is completed, it must be approved by both the Licensee and Licensors to proceed. Both parties agree that weekly status updates will be prepared by the third party and the Licensors reserves the right to spot check the results.
- (C) No use, however extended, of Licensors' poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a revocable license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Licensors' rights to use the public or private property at the location of Licensors' poles.
- (D) Nothing contained in this Agreement shall be construed to compel Licensors to construct, retain, extend, place or maintain any pole, or other facilities not needed for Licensors' own service requirements.
- (E) Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensors with respect to any agreement(s) and arrangement(s) which Licensors has heretofore entered into, or may in the future enter into with others not parties

to this Agreement regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s) between Licensor and any joint owner(s) or joint user(s) of Licensor's poles.

- (F) Nothing contained in this Agreement shall be construed to permit licensee to construct, install, or maintain any type of wireless antennas, receivers, transceivers, or cellular telephone equipment.

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

- (A) Licensee agrees to pay to Licensor the fees and charges as specified in and in accordance with the terms and conditions of APPENDIX I, attached hereto and made a part hereof.
- (B) Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement, except for amounts disputed in good faith and with notice to Licensor within thirty days from receipt of an invoice.
- (C) Licensee shall furnish bond or other satisfactory evidence of financial security to Licensor in such form (Appendix III Form F hereto attached) and amount as Licensor from time to time may require, in an initial amount of \$50,000.00, to guarantee the payment of any sums which may become due to Licensor for fees due hereunder or charges for work performed for the benefit of Licensee under this Agreement, including the removal of Licensee's Attachments upon termination of this Agreement or upon termination of any License issued hereunder. The financial security requirement may be waived in writing by Licensor and reinstituted if waived.
- (D) Licensor will bill Licensee for all Attachment fees on a quarterly basis. Licensor may, in accordance with price increases implemented in accordance with Massachusetts Department of Public Utilities/Department of Telecommunications and Cable regulations, change the amount of fees and charges specified in APPENDIX I annually, by giving Licensee not less than sixty (60) days' written notice prior to the date the change is to become effective. Any Attachments added by Licensee during the course of the calendar year shall also be billed on a pro rata basis, retroactively, from the date of installation on the first of January of the year immediately following installation.
- (E) Changes or amendments to APPENDIX I shall be effected by the Attachment of APPENDIX I as so modified. The modified APPENDIX I shall become a part of and be governed by the terms and conditions of this Agreement. Such changes or amendments shall become effective within sixty (60) days and shall be presumed acceptable unless within that period Licensee advises Licensor in writing that the changes and amendments are unacceptable.

### **ARTICLE IV ADVANCE PAYMENT**

- (A) Licensee shall make an advance payment to the Licensor prior to:
  - (1) any undertaking by Licensor of the required field survey [See Article VIII par. (A)] in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete such survey.

- (2) any performance by Licensor of any make-ready work required in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete the required make-ready work.
- (B) Advance payment will be required to Licensor for performing such work or having such work performed by others plus, unless waived by Licensor, a contingency amount equal to ten (10%) percent of Licensor's estimated full cost.
- (C) Where the advance payment made by Licensee to Licensor for field survey or make-ready work is less than the full cost to Licensor for such work, Licensee agrees to pay Licensor all sums due in excess of the amount of the advance payment.
- (D) Where the advance payment made by Licensee to Licensor for field survey or make-ready work exceeds the full cost to Licensor for such work, Licensor shall refund the difference to Licensee, unless a balance for other charges specified in Appendix I remains outstanding, in which case, Licensor may apply the difference to offset the outstanding balance.

## **ARTICLE V SPECIFICATIONS**

- (A) Licensee's Attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the Manual of Construction Procedures (Blue Book), Electric Company Standards, the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.
- (B) If any part of Licensee's Attachments is not placed and maintained in accordance with Section 5A, Licensor shall provide notice to Licensee, who shall correct any non-compliant Attachments within thirty (30) days, or longer if mutually agreed by the parties and reasonably necessary due to the nature and scope of the non-compliance. Should Licensee fail to comply, Licensor may upon ten (10) days written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's Attachments from any or all of the Licensor's poles or perform such other work and take such other action in connection with said Attachments that Licensor deems necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations at the cost and expense to Licensee and without any liability therefor; provided, however, that when in the sole judgment of Licensor such a condition may endanger the safety of Licensor's employees or others, or may interfere with the performance of Licensor's service obligations, Licensor may take such action without prior notice to Licensee.
- (C) As described in Appendix III, Form G, Licensee shall place Identification Cable Tags on cables located on poles and Identification Apparatus Tags on any associated items of Licensee's Plant, e.g., guys, anchors or terminals. The Licensor, in its sole determination, has the right to approve all identification tags that are different than those described in Appendix III, Section G. With respect to Existing Attachments, Licensee may comply with such tagging requirements by placing identification cable tags in the course of its



routine maintenance of and/or work on its Existing Attachments within one year of the date of this Agreement.

- (D) Licensee shall not allow its Communications Facilities to impair the ability of Licensor or any third party to use Utility's Poles or Conduit System, nor shall Licensee allow its Communications Facilities to interfere with the operation of any Utility Facilities.
- (E) Licensor shall have the right to review and approve all aspects of licensee's Power Supply installations, including the pole location, and sizes of equipment to be installed.
- (F) Licensor's service restoration requirements shall take precedence over any and all work operations of Licensee on Utility's Poles or within Utility's Conduit System.

## **ARTICLE VI LEGAL REQUIREMENTS**

- (A) Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its Attachments and shall, if available, submit to Licensor evidence of such authority before making Attachments.
- (B) The parties hereto shall at all times observe and comply with the provisions of this agreement as well as all applicable 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.
- (C) No license granted under this Agreement shall extend to any of Licensor's poles where the placement of Licensee's attachments would result in a forfeiture of the rights of Licensor or joint users to occupy the property on which such poles are located. If placement of Licensee's attachments would result in a forfeiture of the rights of Licensor or joint users, or both, to occupy such property, Licensee agrees to remove its attachments forthwith; and Licensee agrees to pay Licensor or joint users, or both, all losses, damages, and costs incurred as a result thereof.

## **ARTICLE VII ISSUANCE OF LICENSES**

- (A) Before Licensee shall attach to any pole (except for Existing Attachments), Licensee shall make application for and have received a license therefor in the form of APPENDIX III, Forms A-1 and A-2.
- (B) Licensee agrees to limit the filing of applications for pole Attachment licenses to include not more than 200 poles on any one application and 2,000 poles on all applications which are pending approval by Licensor at any one time. Such limitations will apply to Licensor's poles located within a service territory of Licensor. Licensee further agrees to designate a desired priority of completion of the field survey and make-ready work for each application relative to all other of its applications on file with Licensor at the same time.

**ARTICLE VIII**  
**POLE MAKE-READY WORK**

- (A) A field survey will be required for each pole for which Attachment is requested to determine the adequacy of the pole to accommodate Licensee's Attachments. The field survey will be performed by representatives of Licensor, joint owner and/or joint user and Licensee.
- (B) In the event Licensor determines that a pole to which Licensee desires to make Attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Attachments of Licensee in accordance with the specifications set forth in Article V, Licensor will indicate on the Authorization for Pole Make-Ready Work (Appendix III, Form B2) the estimated cost of the required make-ready work and return it to Licensee.
- (C) Any required make-ready work will be performed following receipt by Licensor of completed Form B2, but only to the extent that Licensor's ability to complete said make-ready work is not hindered, delayed or otherwise interfered with by Licensee or any third party, or by emergency work as deemed by utility. Licensee shall pay Licensor for all make-ready work completed in accordance with the provisions of APPENDIX I, and shall also reimburse the owner(s) of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging such facilities to accommodate Licensee's pole Attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for pole replacements or for rearrangement of Attachments on Licensor's poles by reason of the use by the Licensor or other authorized user(s) of any additional space resulting from such replacement or rearrangement.
- (D) Should Licensor, or another party with whom it has a joint use agreement, for its own service requirements, need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will either rearrange its Attachments on the pole or transfer them to a replacement pole as determined by Licensor so that the additional facilities of Licensor or joint user may be attached. The rearrangement or transfer of Licensee's Attachments will be made at Licensee's sole expense. If Licensee does not rearrange or transfer its Attachments within thirty (30) days after receipt of written notice from Licensor requesting such rearrangement or transfer, Licensor or joint user may perform or have performed such rearrangement or transfer and Licensee agrees to pay the costs thereof.
- (E) License applications received by Licensor from two or more Licensees for Attachment accommodations on the same pole, prior to the commencement of any field survey or make-ready work required to accommodate any Licensee, will be processed by Licensor in accordance with the procedures detailed in APPENDIX II attached hereto.
- (F) Licensee may provide their own anchors and guy strands if necessary. Guy strand Attachments will not be permitted to Licensor anchors.
- (G) Licensee shall be under no obligation hereunder to replace or rearrange its facilities as described in this Article VIII if such replacement or rearrangement is required to accommodate the attachment or service requirements of a third party attacher where such

third party attacher has failed to pay Licensee an amount equal to the total amount of the estimated costs and expenses that Licensee anticipates will be incurred in connection with the replacement or rearrangement of its facilities.

## **ARTICLE IX**

### **CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS**

- (A) Licensee shall, at its own expense, construct and maintain its Attachments on Licensor's poles in a safe condition and in a manner acceptable to Licensor, so as not to conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereon.
- (B) Licensor shall specify the point of Attachment on each of Licensor's poles to be occupied by Licensee's Attachments. Where multiple Licensees' Attachments are involved, Licensor will attempt to the extent practical, to designate the same relative position on each pole for each Licensee's Attachments.
- (C) Licensee shall notify Licensor in writing before relocating, materially altering, or replacing its Attachments on Licensor's poles. If the construction maintenance and removal of attachments is six continuous spans or less, then notification of the Licensor will not be required.
- (D) Licensee shall obtain specific written consent from Licensor before overlashing its own cable on Licensor's poles.
- (E) Provided the owner(s) of such trees grants permission to the Licensee, all tree trimming made necessary in the opinion of Licensor, solely by reason of the Licensee's proposed Attachments at the time of Attachment or thereafter, shall be performed by contractors approved by Licensor, at the sole cost, expense and direction of the Licensee.
- (F) Licensor may, when it deems an emergency, rearrange, transfer or remove Licensee's Attachments to Licensor's poles, at Licensee's expense, and without any liability on the part of the Licensor for damage or injury to Licensee's Attachments.
- (G) Licensee, at its expense, will remove its Attachments from any of Licensor's poles within six (6) months after termination of the license covering such Attachments.

If Licensee fails to remove its Attachments within such six (6) month period, Licensor shall have the right to remove such Attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's Attachments.

- (H) If Licensee intends on installing its Attachments on more than 25 poles, they shall be required to obtain membership in a Pole Lifecycle Management software package that is compatible with the package used by Licensor. PMLP is currently using NJUNS software. Proof of membership and compatibility shall be provided by Licensee before a license is issued by Licensor.
- (I) Licensee, at its expense, shall transfer its Attachments in a timely manner after receiving notice by Licensor or from Pole Lifecycle Management software. If Licensee fails to transfer its Facilities within thirty (30) calendar days after receiving such notice, Licensor shall have the right to transfer Licensee's Facilities using its personnel and/or contractors

at Licensee's expense plus an additional penalty equal to 10% of Licensors's total transfer expense. Licensors shall not be liable for damage to Licensee's Facilities except to the extent provided in Article XIII.

## **ARTICLE X TERMINATION OF LICENSE**

- (A) Any license issued under this Agreement shall automatically terminate when Licensee ceases to have authority to construct, operate and/or maintain its Attachments on the public or private property at the location of the particular pole covered by the license.
- (B) Licensee may at any time remove its Attachments from a pole after first giving Licensors written notice of such removal (APPENDIX III, Form D). Following such removal, no Attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such Attachment had previously been made.

## **ARTICLE XI INSPECTIONS OF LICENSEE'S ATTACHMENTS**

- (A) Licensors reserves the right to make periodic inspections of any part or all of Licensee's Attachments, including guying, attached to Licensors's poles. Licensee shall reimburse Licensors no more than once every five years for the expense of such inspections.
- (B) The frequency and extent of such inspections by Licensors will depend upon Licensee's adherence to the requirements of Articles V and VII herein.
- (C) Licensors will give Licensee advance written notice of such inspections, except in those instances where, in the sole judgment of Licensors, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee.
- (D) The making of periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.
- (E) Any charge imposed by Licensors for such inspections shall be in addition to any other sums due and payable by Licensee under this Agreement. No act or failure to act by Licensors with regard to said charge or any unlicensed use by Licensee shall be deemed as a ratification or the licensing of the unlicensed use; and if any license should subsequently be issued, said license shall not operate retroactively or constitute a waiver by Licensors of any of its rights or privileges under this Agreement or otherwise.

## **ARTICLE XII UNAUTHORIZED ATTACHMENTS**

- (A) If any of Licensee's Attachments shall be found attached to Licensors's poles for which no license is outstanding, Licensors, without prejudice to its other rights or remedies under this

Agreement (including termination) or otherwise, may impose a charge and require Licensee to submit in writing, within fifteen (15) days after receipt of written notification from Licensor of the unauthorized Attachment, a pole Attachment application. If such application is not received by the Licensor within the specified time period, Licensee shall remove its unauthorized Attachment within fifteen (15) days of the final date for submitting the required application, or Licensor may remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.

- (B) For the purpose of determining the applicable charge, absent satisfactory evidence to the contrary, the unauthorized pole Attachment shall be deemed as having existed since the date of this Agreement (up to a maximum of 5 years), and the fees and charges as specified in APPENDIX I (off-set by an amounts Licensee may have already paid with respect to such Attachments(s)), shall be applicable thereto and due and payable forthwith whether or not Licensee is permitted to continue the pole attachment.
- (C) A field inspection will be made of all of Licensor's poles, at the Licensee's expense, to determine, at the time of signing of this Agreement, the number of existing and future Attachments and overlashing by the Licensee. Licensee will pay Attachment fees for all poles with existing and future Attachments as authorized under this Agreement.

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

- (A) Licensor reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Licensor 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 Licensor's gross negligence, out of the use of Licensor's poles.
- (B) Licensee shall exercise precaution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, 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.
- (C) Except, as may be caused by the sole negligence of Licensor, Licensee shall defend, indemnify and save harmless Licensor, for, 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 incurred by or asserted against Licensor, or either of them by reason of (a) any work or thing done upon the poles licensed hereunder or any part thereof performed by Licensee or any of its agents, contractors, servants, or employees; (b) any use of said poles 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 upon said poles 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 poles by Licensee or any of its agents, contractors, servants, employees; or by (g) the erection, maintenance, use, or removal of Licensee's Attachments by Licensee or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to Licensor's poles to the extent such proximity violates any provision of this agreement including, but not limited to, Article 5.

- (D) 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 Attachments, including but not limited to, 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 Attachments in combination with Licensor's poles, 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**

- (A) Licensee shall carry insurance issued by an insurance carrier licensed to do business in the Commonwealth of Massachusetts having a AM Best rating of A- or better and a financial classification of VII or better to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article XIII preceding.
- (B) The amounts of such insurance, with no self-insured retention:
- (1) against liability due to damage to property shall not be less than \$1,000,000 as to any one occurrence and \$1,000,000 aggregate, and
  - (2) against liability due to injury to or death of persons shall be not less than \$3,000,000.00 as to any one person and \$3,000,000.00 as to any one occurrence.
- (C) Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.
- (D) All insurance must be effective before Licensor will authorize Licensee to make Attachments to any pole and shall remain in force until such Attachments have been removed from all such poles.
- (E) Licensee shall submit to Licensor certificates of insurance including renewal thereof, by 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 the giving of not less than 30 days' written notice to Licensor.

**ARTICLE XV  
AUTHORIZATION NOT EXCLUSIVE**

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Licensors 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 pole covered by this Agreement.

**ARTICLE XVI  
ASSIGNMENT OF RIGHTS**

- (A) 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 successors, without the prior written consent of Licensors; provided, that, Licensee may assign this Agreement, upon providing Licensors with notice, without the necessity of consent, to any person acquiring all or substantially all of Licensee's assets or stock. Such consent will not be unreasonably withheld.
- (B) In the event such consent or consents are granted by Licensors, then this Agreement shall extend to and bind the successors and assigns of the parties hereto.
- (C) Pole space licensed to Licensee hereunder is for Licensee's use only, and Licensee shall not lease, sublicense, share with, convey or resell to others any such space or rights granted hereunder.

**ARTICLE XVII  
FAILURE TO ENFORCE**

Failure of Licensors 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.

**ARTICLE XVIII  
TERMINATION OF AGREEMENT**

- (A) If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, or if Licensee's facilities are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensors to correct such default or noncompliance. Licensors may at its option forthwith terminate this Agreement and all authorizations granted hereunder, or the authorizations covering the poles as to which such default or noncompliance shall have occurred.

- (B) If an insurance carrier shall at any time notify Licensor that the policy or policies of insurance, required under ARTICLE XIV hereof, will be canceled or changed so that the requirements of ARTICLE XIV will no longer be satisfied, then this Agreement terminates unless prior to the effective date thereof Licensee shall furnish to Licensor certificates of insurance including insurance coverage in accordance with the provisions of ARTICLE XIV hereof.
- (C) In the event of termination of this Agreement Licensee shall remove its Attachments from Licensor's poles within six (6) months from date of termination; provided, however, that Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until Licensee's Attachments are removed from Licensor's poles.
- (D) If Licensee does not remove its Attachments from Licensor's poles within the applicable time periods specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor; and Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until such Attachments are removed.

#### **ARTICLE XIX TERM OF AGREEMENT**

- (A) This Agreement shall remain in effect for a term of five (5) years from the date hereof.
- (B) Termination of this Agreement or any license issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.



**ARTICLE XX  
NOTICES**

All written notices required under this Agreement shall be given by posting the same in first class mail as follows:

To Licensee:     XXXXXXX

With a copy to: XXXXXX

To Licensors:    Peabody Municipal Light Plant  
                    Attn: Charles J. Orphanos  
                    Manager  
                    201 Warren Street Extension  
                    Peabody, MA 01960

**ARTICLE XXI  
AMENDMENT**

With the exception of modifications to APPENDIX I pursuant to Article III(E) herein, no amendment or modification of this Agreement shall be valid or binding upon the Parties unless made in writing, signed on behalf of each of the Parties by their respective proper officers thereunto and duly authorized, and validated.

**ARTICLE XXII  
GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement is made in, and shall be interpreted, construed, governed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any claim or action arising under or related to this Agreement shall be resolved in the proper forum within the Commonwealth of Massachusetts, and all parties irrevocably consent to the jurisdiction of such forum.

This agreement cancels and supersedes any and all previous poles Attachment agreements between the Licensors and Licensee insofar as the aforementioned municipalities are concerned except as to liabilities already accrued, if any.

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

XXXXXXX

By\_\_\_\_\_

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

Date of Execution:\_\_\_\_\_

PEABODY MUNICIPAL LIGHT PLANT

By\_\_\_\_\_

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

Date of Execution:\_\_\_\_\_

**Appendix I**  
**Schedule of Fees and Charges**

**Pole Attachments**

A. Attachment

1. General

- a. Attachment fees commence on the first day of the month following the date the license is issued.
- b. Fees shall be payable in advance of the first day of each quarter (January, April, July, October).
- c. For the purpose of computing the Attachment fees due hereunder, the fee shall be based upon the number of poles for which licenses have been issued. The first advance payment of fee for licenses issued under this Agreement shall include a proration from the first day of the month following the date the license was issued.

2. Single Quarterly Attachment Fee

For each Single Attachment by the Licensee pursuant to this Agreement payment shall be as follows:

\$                      per Single Attachment per solely owned PMLP pole

\$                      per Single Attachment per pole on jointly owned or used poles

3. Power Supply Quarterly Attachment Fee

For each Power Supply installed by the Licensee pursuant to this Agreement payment shall be as follows (this is based on the assessment of pole usage and is charged as four (4) jointly owned attachments as detailed in Section A.2 above):

\$                      per Power Supply attachment on a solely owned or jointly owned pole

B. Other Charges

Computation

All charges for field survey, inspections, removal of Licensee's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor of such work or for having such work performed by an authorized representative.

C. Cost of Pole Replacements, Rearrangements and Changes

1. Whenever any pole is, in the opinion of the Licensor, insufficient in height or strength for the Licensee's proposed Attachments thereon in addition to the existing Attachments of the Licensor and municipality the Licensor shall replace such pole with a new pole of the necessary height and class and shall make other changes in the existing pole line in which such pole is included as the conditions may then require. The Licensee shall pay the Licensor for the expense thereof, including, but not limited to, the following:
  - a. The net loss to the Licensor on the replaced pole based on its reproduction cost less depreciation plus cost of removal.
  - b. Excess height or strength of the new pole over the existing pole necessary by reason of the Licensee's Attachments.
  - c. Transferring Licensor's Attachments from the old to the new pole.
  - d. Any other rearrangements and changes necessary by reason of the Licensee's proposed or existing Attachments.
2. In the event that the Licensor or joint owner, if any, shall permit the Licensee to place its Attachments in space reserved by either of them or for any municipality and the Licensor or joint owner or any municipality shall deem it necessary to use such space, Licensee shall at its option, remove its attachments from such pole or, pay for the costs for rearranging its attachments, including such costs, if necessary, and the Licensee shall be billed, as provided for in Section C.1, a-d, inclusive, above.

D. Payment Date

Failure to pay all undisputed fees and charges within 30 days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute a default of this agreement.

E. Pole Attachment Annual Adjustment

The Annual Attachment Fees shall be increased annually by 2% and will be automatically adjusted on October 1 of each subsequent year starting with the year after this agreement is signed.

**APPENDIX II**  
**MULTIPLE POLE ATTACHMENT LICENSE APPLICATIONS**

**Procedure for Processing**  
**Multiple Pole Attachment License Applications**

The following procedure shall be adhered to in processing applications to attach to Licensor's poles by multiple Licensees.

If one or more additional applications are received prior to the completion of the make ready survey for the first applicant the make ready survey and make ready work will be performed considering all pending Attachments and billing will be split appropriately. Applications made after make ready work has started will be treated as a separate make ready project.

## APPENDIX III

### **Index of License Application Forms**

Application and Pole Attachment License	A-1
Pole Details	A-2
Authorization for Field Survey Work	B-1
Authorization for Pole Make-Ready Work	B-2
Itemized Pole Make-Ready Work and Charges	C
Overlash Request	D
Overlash Details	E
Notification of Discontinuance of Use of Poles	F
Sample Certificate of Insurance	G
Bond	H
Identification Tags	I

### **EXPLANATION OF THE USE OF APPENDIX III ADMINISTRATIVE FORMS**

1. At the time any Licensee anticipates a request for a new license, it should (pursuant to Article VII) submit to each Licensor: Form A-1 (Application and Pole Attachment License) and Form A-2 (Pole Details) - (pursuant to Article VIII); Form B-1 (Authorization for Field Survey Work); Form B-2 (Authorization for Pole Make-Ready Work); Form C (Itemized Estimate of Pole Make-Ready Work and Charges). These submitted forms will be reviewed and completed by Licensor.
2. Licensor shall fill out Part I of Form B-1 (Authorization for Field Survey Work). If Licensee agrees to the field survey estimate, it will fill out, execute and return the form to the Licensor with the appropriate fee.
3. Licensor shall fill out Form B-2 (Authorization for Pole Make Ready Work) when appropriate. If Licensee agrees to the make ready changes, it will execute and return the form to the Licensor with the appropriate fee. (See Article VIII, par. D.)
4. Form C is used by Licensor to more fully explain the estimated charges. When requested by the Licensee, this breakdown of charges may be sent by Licensor.
5. After the completion of the Make Ready Work, the Licensor shall complete Form A-1 with a license number, date and signature. Licensee's receipt of this executed A-1 is its authorization to make the Attachments described in the application.
6. Any time a Licensee discontinues the use of a pole or poles upon which it has a license, it shall submit Form D (Notification of Discontinuance of the Use of Poles) to each Licensor.
7. Form F (Bond) will be submitted by the Licensee to the appropriate Licensor from time to time as specified in Article III, par. C.
8. Form E (Certificate of Insurance) will be submitted by Licensee prior to the execution of the License Agreement.

**APPLICATION AND POLE ATTACHMENT LICENSE**

Licensee RCN TELECOM SERVICES OF MASSACHUSETTS

Street Address \_\_\_\_\_

City and State \_\_\_\_\_

Date \_\_\_\_\_

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, 20\_\_\_\_, application is hereby made for a license to make \_\_\_\_\_ Attachments to JO poles, \_\_\_\_\_ Attachments to SO poles, and \_\_\_\_\_ Power Supply Attachments located in the municipality of \_\_\_\_\_, as indicated on Form A-2. This request will be designated Pole Attachment License Application Number \_\_\_\_\_.

Licensee's Name (Print) \_\_\_\_\_

Peabody Municipal Light Plant  
Power Company

Signature \_\_\_\_\_

Title \_\_\_\_\_

Tel. No. \_\_\_\_\_

Fax No. \_\_\_\_\_

\*\*\*\*\***For License use, do not write below this line**\*\*\*\*\*

Pole Attachment License Application Number \_\_\_\_\_ is hereby granted to make the Attachments described in this application to \_\_\_\_\_ Attachments to JO poles, \_\_\_\_\_ Attachments to SO poles, and \_\_\_\_\_ Power Supply Attachments located in the municipality of \_\_\_\_\_, as indicated on the attached Form A-2. This request will be designated Pole Attachment License Application Number \_\_\_\_\_.

Licensor's Name: Peabody Municipal Light Plant

Signature \_\_\_\_\_

(AGREEMENT ID #)

Title \_\_\_\_\_

Date \_\_\_\_\_

Tel. No. (978) 531-5975

**It is the Licensee's responsibility to submit an original copy of this application to Licensor and any co-owner \_\_\_\_\_.** (co-owner receiving copy of application)

Individual applications to be numbered in sequential ascending order by Licensee for each License Agreement. Licensor will process applications in sequential ascending order according to the application numbers assigned by the Licensee.



**POLE DETAILS**

License Application Number \_\_\_\_\_

Licensee: RCN TELECOM SERVICES OF MASSACHUSETTS

Licensor: Peabody Municipal Light Plant

Co-Owner: \_\_\_\_\_

Municipality where poles are located (Note: Provide separate applications for each municipality)

<u>Pole No.</u>	<u>Location</u> <sup>1</sup>	<u>Attach</u> . <sup>2</sup>
-----------------	------------------------------	------------------------------

LICENSOR WILL PROVIDE AN ITEMIZED  
ESTIMATE OF POLE MAKE READY WORK  
REQUIRED AND ASSOCIATED CHARGES  
(APPENDIX III FORM C).

Licensee's Signature \_\_\_\_\_

Title \_\_\_\_\_

- (1) Indicate location by providing name of street, highway, route, etc., e.g., South Street, north of (N/O) Jones Road. Private Property Poles should be identified as such e.g., P.P. (Lead off pole 1234 South Street).
- (2) A complete description of all facilities shall be given including quantities, sizes and types of all cables and equipment.

Note: Attach Additional sheets if necessary

**AUTHORIZATION FOR FIELD SURVEY WORK**

Licensee: RCN TELECOM SERVICES OF MASSACHUSETTS

In accordance with Article IV, Paragraph (A) (1) of the License Agreement, following is a summary of the estimated charges which will apply to complete a field survey covering Pole Attachment License Application Number \_\_\_\_\_.

<u>Title</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Total</u>
Field Survey	_____	_____	\$ _____
Plus 10% Administrative Compensation			\$ _____
 TOTAL			 \$ _____

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of \$. **Please note, this quote is only valid for 30 days.**

Licensors Name (Print) Peabody Municipal Light Plant

Signature \_\_\_\_\_

Title General Manager

Address 201 Warren St. Ext.  
Peabody, MA 01960

Tel. No. (978)531-5975

Date \_\_\_\_\_

The required field survey covering License Application No. \_\_\_\_\_ is authorized and the costs therefore will be paid to Licensors in accordance with Appendix I to License Agreement. My anticipated date of Attachment is \_\_\_\_\_.

Licensee's Name (Print) RCN TELECOM SERVICES OF  
MASSACHUSETTS

Signature \_\_\_\_\_

Tel. No. \_\_\_\_\_

Date \_\_\_\_\_

### AUTHORIZATION FOR POLE MAKE READY WORK

Licensee: RCN TELECOM SERVICES OF MASSACHUSETTS

Field survey work associated with your License Application No. \_\_\_\_\_ dated,  
\_\_\_\_\_20\_\_\_\_\_, for Attachment to poles has been completed.

Following is a summary of the make ready charges which will apply.

Make ready work	<u>Hours</u>	<u>Rate/Hour</u>	<u>Total</u>
Engineering	_____	_____	\$ _____
Labor	_____	_____	\$ _____
Police Detail	_____	_____	\$ _____
Materials	_____	_____	\$ _____
Sub Total			\$ _____
Plus 10% Administrative Compensation			\$ _____
Total			\$ _____

Attached is an itemized summary (Form C) of required make-ready work and associated charges. If you wish us to complete the required make-ready work, please sign this copy below and return with an advance payment in the amount of \$\_\_\_\_\_.

Licensors Name (Print) Peabody Municipal Light Plant

Signature \_\_\_\_\_

Title \_\_\_\_\_

Address 201 Warren St. Ext.  
Peabody, MA 01960

Tel. No. (978) 531-5975

Date \_\_\_\_\_

The replacements and rearrangements included in License Application No. \_\_\_\_\_ are authorized and the costs therefore will be paid to Licensors in accordance with Appendix I to License Agreement.

Licensee's Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_ Tel. No. \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Agreement Number \_\_\_\_\_  
Request Number \_\_\_\_\_

**OVERLASH DETAILS**

LICENSEE \_\_\_\_\_

\_\_\_\_\_  
Municipality where attachments are located

<u>Pole Nos.</u>	<u>Location</u>	<u>Attachment Description</u>
		Existing Supporting Member:

Description: \_\_\_\_\_

Diameter: \_\_\_\_\_ inches

Weight: \_\_\_\_\_ lbs. / ft.

RBS: \_\_\_\_\_ lbs.

NESC Heavy Tension: \_\_\_\_\_ lbs.

Each Existing Supported Member:

Diameter: \_\_\_\_\_ inches

Weight: \_\_\_\_\_ lbs. / ft.

Each Proposed Supported Member:

Diameter: \_\_\_\_\_ inches

Weight: \_\_\_\_\_ lbs. / ft.

\_\_\_\_\_  
(Yes/No)

**LICENSEE HEREBY REQUESTS LICENSOR TO PROVIDE AN  
ITEMIZED ESTIMATE OF POLE MAKE READY WORK  
REQUIRED AND ASSOCIATED CHARGES (APPENDIX III  
FORM C).**

DATE \_\_\_\_\_

LICENSEE \_\_\_\_\_

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

- 
1. Indicate location by providing name of street, highway, route, etc. Private Property poles should be identified as "P.P."
  2. Supporting member tension with NESC Heavy Loading Conditions with all supported members, existing and proposed, without overload factors.

Agreement Number \_\_\_\_\_  
Request Number \_\_\_\_\_

### **OVERLASH REQUEST**

DATE \_\_\_\_\_

LICENSEE \_\_\_\_\_

Street Address \_\_\_\_\_

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

In accordance with the terms of the Aerial License Agreement between us, dated \_\_\_\_\_, \_\_\_\_\_, request for approval is hereby made to Overlash \_\_\_\_\_ Attachments to JO poles and \_\_\_\_\_ Attachments to SO poles located in the municipality of \_\_\_\_\_, as indicated on the attached Form A-4. This request will be designated Overlash Approval Request Number \_\_\_\_\_.

LICENSEE \_\_\_\_\_

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Tel. No. \_\_\_\_\_

---

### **OVERLASH APPROVAL**

Approval is hereby granted to Overlash attachments as described in this request (Overlash Approval Request Number \_\_\_\_\_) for \_\_\_\_\_ Attachments to JO poles and \_\_\_\_\_ Attachments to SO poles located in the municipality of \_\_\_\_\_, as indicated on the attached Form A-4

DATE \_\_\_\_\_

LICENSOR \_\_\_\_\_

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Tel. No. \_\_\_\_\_

---

NOTES: 1. Individual requests to be numbered in ascending sequential order by Licensee for each Licensee agreement  
2. Licensor will process requests in sequential order according to the request numbers assigned by the Licensee

Place Appendix 3, Form C

here

## NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

This form is to be completed and **mailed to Licensor – Peabody Municipal Light Plant** - at the address listed below **and the co-owner of the pole(s), if any:**

**Peabody Municipal Light Plant**  
**201 Warren St. Ext.**  
**Peabody, MA 01960**

Co-Owner \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Licensee: RCN TELECOM SERVICES OF MASSACHUSETTS

Street Address:

City and State:

Date \_\_\_\_\_

In accordance with the terms of License Agreement dated \_\_\_\_\_  
20\_\_\_\_\_, (Article X, paragraph B) this serves as written notification from Licensee that  
Attachment(s) to the following pole(s) in the municipality of  
\_\_\_\_\_, State of \_\_\_\_\_, are being discontinued (removed)  
on \_\_\_\_\_, 20\_\_\_\_\_. These Attachments are covered by license application number

<u>Pole Number</u>	<u>Location</u>	<u>Attachment</u>
_____	_____	
_____	_____	
_____	_____	
_____	_____	

Total number of Attachments to JO poles to be discontinued \_\_\_\_\_.  
Total number of Attachments to SO poles to be discontinued \_\_\_\_\_.  
Total number of Power Supplies to be discontinued \_\_\_\_\_.

Said license is to be canceled **in its entirety/partially** as above.  
(circle one)

Licensee _____	Print Name _____
Signature _____	Tel. No. _____
	Fax No. _____
Title _____	Date _____

-----  
**To be completed by Licensor :**

**It has been verified by Licensor that use of poles has been discontinued.**

Licensee _____	Print Name _____
Signature _____	Tel. No. _____
	Fax No. _____
Title _____	Date _____

**It is the Licensee's responsibility to submit an original copy of this form to Licensor and to any co-owner.**

**Sample Insurance Form Goes Here**



(NAME OF INSURANCE COMPANY)

**BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_  
a corporation of the \_\_\_\_\_, located at  
\_\_\_\_\_ (hereinafter called the Principal),  
as the Principal and the \_\_\_\_\_, a  
corporation organized under the laws of \_\_\_\_\_  
and authorized to do business in the State/Commonwealth of \_\_\_\_\_  
and having its office at \_\_\_\_\_ (hereinafter  
called the Surety), as Surety, are held firmly bound unto the Peabody Municipal Light Plant, a  
Massachusetts municipal light plant created and operating pursuant to M.G.L. c. 164, hereinafter  
referred to as Obligees, in the full and just sum of \_\_\_\_\_ to the payment of which sum well and  
truly to be made, the Principal and Surety bind themselves, and each of their successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written Agreement wherein the Obligees have granted  
permission to the Principal to make Attachment of Cables together with the necessary Appurtenant  
Facilities including Attachments for service wires leading from poles to Principal's customers, to  
certain poles of the Obligees, located in the City/Town of \_\_\_\_\_

WHEREAS, THE OBLIGEES are willing to permit such Attachments to be made subject to the  
terms and conditions of the aforesaid Agreement and providing a bond is given by the Principal  
covering the true and faithful performance of said Agreement, which Agreement is or may be  
attached hereto for reference.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal  
shall well and truly perform and carry out the covenants, terms and conditions of said agreement,  
then this obligation shall be void; otherwise it shall remain in full force and effect.

The surety may cancel and terminate this Bond by giving thirty (30) days written notice thereof by  
Registered Mail to the Obligees, in which event the cancellation and termination shall be effected  
thirty (30) days after said obligees received such notice, but notwithstanding said cancellation or  
said expiration date, this bond shall remain in full force and effect as to Attachments authorized  
under said agreement prior to the effective date of cancellation or expiration date until all of said  
Attachments shall have been removed and as to any other obligations or responsibilities accrued  
prior to said cancellation date or said expiration date.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(PRINCIPAL)

By \_\_\_\_\_

(SURETY)

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

## IDENTIFICATION TAGS

### 1. GENERAL

This Appendix provides a method for Licensee to follow in attaching identification tags to cables and other apparatus so that ownership of such cable and apparatus can be readily determined.

### 2. DESCRIPTION OF TAGS

CAUTION	
—	—
CUSTOMER OWNED CABLE	
OWNERS NAME	PHONE #
—	—

**Figure I**  
**Identification Cable Tags**

CAUTION	
+	+
CUSTOMER OWNED APPARATUS	
OWNERS NAME	PHONE #
+	+

**Figure II**  
**Identification Apparatus Tags**

The Identification Cable Tags, shown in Figure I are made of polyethylene and polyvinyl chloride and have ultraviolet inhibitors. The tags will be yellow with black lettering. The respective sizes are 1 3/4" x 4" and 1 1/4" x 3".

The cable tag will be used on cables, and will read as follows:  
"CAUTION: CUSTOMER OWNED CABLE."

The apparatus tags will be placed on Licensee's Plant, other than cables, including, but not limited to, guys, terminals, and terminal closures. The Identification Apparatus tag will read as follows:  
"CAUTION: CUSTOMER OWNED APPARATUS."

### 3. PROCUREMENT OF TAGS

It is the responsibility of the Licensee to obtain, place and maintain Identification tags.

### 4. INSTALLATION OF CABLE TAGS - AERIAL APPLICATION

The cable tag shall be placed on the bottom of the cable at the pole either under the suspension clamp or just between the suspension clamp and cable spacer. Such placement will make it visible from the ground that the cable is not owned by the Telephone Company. Attach the cable tag using weather and sunlight resistant materials.

At anchor and guy locations, the apparatus tag shall be placed between the device used to secure the strand (i.e., strandvise, guy, grips or clamps) and the eye of the rod. If a guy shield is in place, the apparatus tag can be attached at the top of the guy shield on the strand.

At terminal locations, the Identification tag shall be placed around the neck of the terminal, on the stub. Attach the cable tag using weather and sunlight resistant materials.

An Identification tag shall be placed on each cable at each pole that is on a separate suspension strand, if the lead is ten poles or less. For CATV companies, it shall be permissible to place a tag on every fourth pole. For all other companies, a tag shall be placed on every pole, unless an alternative arrangement is agreed to by Licensor in writing.