

Verizon Agreement Number

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POLE ATTACHMENT AGREEMENT

DATED \_\_\_\_\_  
(To be filled by Verizon only)

BETWEEN

VERIZON NEW ENGLAND INC. (LICENSOR)

AND

(LICENSEE)

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## POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made as of \_\_\_\_\_, between VERIZON

NEW ENGLAND INC. organized and existing under the laws of the State of New York, having its principal office at 6 Bowdoin Sq, Floor 6, Boston, MA 02114, (hereinafter called "Licensor") and \_\_\_\_\_, organized and existing under the laws of the Commonwealth of Massachusetts, having its principal office at \_\_\_\_\_, Massachusetts, (hereinafter called "Licensee").

### WITNESSETH

WHEREAS, Licensee for its own use desires to place and maintain cables, equipment, and facilities on poles of Licensor, in those geographic areas in the Commonwealth of Massachusetts, specifically served by Verizon and all electric companies not party to this agreement:

WHEREAS, Licensee is responsible for obtaining permission from the electric company named above not party to this agreement, to place facilities on poles solely owned or jointly owned, or jointly used by the electric company; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of cables, equipment, and facilities by Licensee on Licensor's poles 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**

- 1.1 Anchor. A facility consisting of an assembly of a rod secured to a fixed object or plate designed to resist the pull of guy strand, or strands.
- 1.2 Anchor Attachment. A guy strand attached to an anchor solely owned or jointly owned by Licensor or for which Licensor is responsible for authorizing attachments.
- 1.3 Attachments. Any of Licensee's facilities in direct contact with or supported by a utility pole, and/or any article of equipment attached to a point on a pole not normally occupied by a strand attachment (e.g., power supplies, equipment, cabinets, terminals, etc.). Attachments, for purposes of this Agreement, shall not include any antenna or related equipment used for wireless telecommunication services. For billing purposes an Attachment is counted for each guy strand and cable supported by a through-bolt and for each article of equipment attached to a Utility Pole.
- 1.4 Attachment Fee. A specified amount revised periodically, billed semi-annually or annually to the Licensee.

- 1.5 Guy Strand. A metal cable of high tensile strength which is attached to a pole and anchor or another pole for the purpose of reducing pole stress.
- 1.6 Joint Owner. A person, corporation or other legal entity having an ownership interest in a pole and/or anchor.
- 1.7 Joint User. A party to whom use of the pole or anchor has been extended by the owner of the facility. The term “Joint User” shall not include Licensees.
- 1.8 Licensee’s Facilities. The cable and all associated equipment and hardware owned by the Licensee.
- 1.9 Licensee’s Maintenance Work. Work performed by Licensee on its facilities and attachments for repair, replacement and daily servicing of its plant, not associated with any significant overlash or rebuild project.
- 1.10 Make-ready Work. All work, including, but not limited to rearrangement and/or transfer of existing facilities, replacement of a pole or any other changes required to accommodate the attachment of licensee’s facilities to a pole or anchor.
- 1.11 Overlash – The act of attaching any single strand, hardware, cable, wires and/or apparatus owned by Licensee to same Licensee’s existing strand, hardware, cable, wires and/or apparatus.
- 1.12 Periodic Inspection. Licensor’s inspection of Licensee’s facilities performed to determine that attachments are authorized and are maintained in conformance with the required specifications in Article VI of this Agreement.
- 1.13 Planning Manager’s Area. A geographic area assigned to a Verizon New England Engineer representative. The Planning Manager’s Areas are set forth in APPENDIX III.
- 1.14 Pre-construction Survey. There are two elements of the Pre-construction Survey: 1.) field inspection of the existing pole and anchor facilities to determine any necessary Make-ready Work, and 2.) administrative effort required to process the application and to prepare the charges for Make-ready Work, if applicable.
- 1.15 Post-construction Inspection. Inspection performed to measure and/or to visually observe Licensee’s Facilities, during or shortly after completion of construction to ensure the attachment and the installation of the Licensee’s Facilities conform to the standards required by this Agreement.
- 1.16 Rebuild. Work other than Licensee’s Maintenance Work performed by Licensee to replace, add to or alter its existing attachments or facilities attached to Licensor’s poles as more fully defined in Appendix V.

- 1.17 Subsequent Inspections. Inspections performed to confirm the correction of non-conforming conditions, which were observed during Periodic or Post-construction Inspections.
- 1.18 Suspension Strand (Messenger). A metal cable of high tensile strength attached to a pole and used to support facilities.
- 1.19 Utility Pole. A pole solely owned, jointly owned, or jointly used by the Licensor and used to support its facilities and/or the facilities of an authorized Licensee.

## **ARTICLE II – SCOPE OF AGREEMENT**

- 2.1 Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful purpose, revocable, non-exclusive licenses authorizing the attachment of Licensee's Facilities to Licensor's Poles. This Agreement governs the fees, charges, terms and conditions under which Licensor issues such licenses to Licensee. Licensee must obtain separate authorization from, and pay all applicable Fees and Charges to, each Licensor and any Joint Owner or Joint User of any Utility Pole. This Agreement is not in and of itself a license, and before making any attachment to any Utility Pole, Licensee must apply for and obtain a license.
- 2.2 This Agreement supersedes all previous aerial agreements between Licensor and Licensee with respect to the subject matter contained herein. 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 pole 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 license.
- 2.4 Nothing contained in this Agreement shall be construed to require Licensor to construct, retain, extend, place, or maintain any pole 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 poles covered by this Agreement. The Licensor, in negotiating and entering into any future agreement(s) and arrangement(s), shall give due and reasonable regard to the Licensee's interest in a Pole and Anchor to be covered by such future agreement(s) and arrangement(s). The rights of the Licensee shall at all times be subject to any existing agreement(s) or arrangement(s) between Licensor and any Joint Owner(s) or Joint User(s) of Licensor's poles.
- 2.6 Nothing contained in this Agreement shall be construed to require Licensor to grant a license where placement of Licensee's Facilities would interfere with Licensor's existing 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 Attachment Fees and Charges as specified in and in accordance with the terms and conditions of subpart 3.2 of this Agreement and of APPENDIX I, attached hereto and made a part hereof.

3.1.2 The Licensor may change the amount of Attachment Fees and Charges 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. Upon request, Licensor shall document in writing the justification for any increase in attachment Fees and Charges. 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 and Charges is not acceptable to Licensee.

Upon termination, Licensee shall thereafter remove its facilities and attachments in accordance with the process set forth in Article X, subpart 10.3 of this Agreement.

3.1.3 Changes in the amount of Attachment Fees and Charges specified in APPENDIX I shall become effective on the date specified by Licensor, subject to the sixty (60) day advance written notice. Licensee shall have the right to challenge the increase to the Pole Attachment Fees by submitting the issue to the regulatory body asserting jurisdiction over this Agreement for decision. Licensee shall pay the existing Attachment Fees and Charges during the time that the issue is being reviewed by said regulatory body, subject to true-up based on the final determination of rates by said regulatory body plus any interest prescribed by said regulatory body.

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

#### **3.2 Attachment Fees**

3.2.1 Licensees shall pay an Attachment Fee for each attachment made to Licensor's Utility Poles in accordance with Appendix I. For the purpose of computing the Attachment Fees due hereunder, the Fee shall be based upon the number of Attachments for which licenses have been issued.

- 3.2.2 Attachment Fees are calculated from the first day of the month following the date a license is issued. Fees shall be payable semi-annually or 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 Pre-construction Survey, Make-ready Work and Inspection Charges

- 3.3.1 Licensee shall calculate and pay to Licensor the applicable Pre-construction Survey charge with its License Application. The License Application forms are set forth in APPENDIX IV, attached hereto and made a part hereof. The Pre-construction Survey charge shall be calculated based on the rates and formulas set forth in APPENDIX I.
- 3.3.2 Except as provided in Appendix VI, Licensee shall make an advance payment of the applicable charge to Licensor prior to any performance by Licensor of any Pre-construction Survey, Make-ready Work, Post-construction Inspection or Subsequent Inspection. The charge will be based on an estimate of the costs. For any charges based on an estimate, the Licensee shall be credited for any amount paid in excess of the Licensor's estimated charges, or shall be billed for any amount in addition to Licensor's estimated charges, as compared to the actual costs as finally computed.
- 3.3.3 Licensee shall make payment to the Licensor within thirty (30) days following the invoice date for Periodic Inspections according to subpart 3.3.4 of this Agreement.
- 3.3.4 Pre-construction Survey, Make-ready Work, and Inspection (Post-construction Inspection, Periodic Inspection and Subsequent Inspection) All charges for Pre-Construction Survey, Inspections, Make-ready Work, 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

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 X unless such amount is the subject of a good faith dispute as provided in Section 3.5.1 of this Agreement.

- 3.4.3 For any bill rendered by Licensor to Licensee for advance payment of Pre-construction Survey charges or Make-ready Work charges, hereunder, payment shall be made within thirty (30) days of the bill date. If such advance payment is not received within thirty (30) days, Licensor shall have the right to issue a letter of cancellation no sooner than fifteen (15) days thereafter, 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 Licensor, Licensee shall make payment of all portions of said bill or invoice not in dispute as provided in Article III. Where the cumulative amount of all of Licensee's bills or portions(s) of bills in dispute is 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 Licensor 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 Licensor and shall be rebated an appropriate amount (including interest computed at the prime rate at a bank mutually agreed to by the parties) based on the resolution of the dispute.
- 3.5.2 Where Licensee fails to pay an amount due and owing under this Agreement (including amounts in dispute that are less than or equal to \$10,000) or fails to establish an escrow account for disputed amounts more than \$10,000, or fails to invoke the dispute-resolution procedures set forth in subpart 15.10 of this Agreement within six (6) months of the establishment of amounts disputed in good faith, in addition to all other remedies available to Licensor including termination under provisions of Article X of this Agreement, Licensor 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 makes an Attachment to any pole, 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 pole attachment licenses to include not more than 200 poles on any one application. Licensors reserves the right to limit the filing for pole attachments to no more than 2,000 poles 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 Pre-construction Survey and Make-ready Work for each application relative to all other of its applications on file with Licensors at the same time.
- 4.3 Properly completed license applications received by Licensors on the same day from two or more licensees for attachment accommodations on the same pole(s), shall be processed together. All Pre-construction 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.

#### **ARTICLE V – PRE-CONSTRUCTION SURVEY and MAKE-READY WORK**

- 5.1 A Pre-construction Survey is required for each pole and anchor for which an Attachment is requested to determine the adequacy of the pole and anchor to accommodate Licensee's Attachments and facilities. The Pre-construction Survey will be performed jointly by representatives of Licensors, Joint Owner and/or Joint User, and Licensee unless otherwise agreed to by all parties.
- 5.2 Licensors will process all requests for access to poles 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, Licensors shall perform or have performed a Pre-construction Survey and present the Survey results. The Survey results will contain one of the following statements:

1. If no Make-ready Work is required, a license shall be issued for the attachment.
2. If Licensor determines that the pole or anchor to which Licensee desires to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Licensee's Facilities, in accordance with the specifications set forth in Article VI, Licensor will provide Licensee with an itemized invoice for such anticipated Make-ready Work. The Make-ready Work will be performed following receipt by Licensor of advance payment, but not before a Pole Attachment Agreement has been fully executed by both the Licensee and Licensor. Upon receipt of the advance payment, Licensor will provide the Licensee with the estimated start and estimated construction completion date of the Make-ready Work.
3. If Licensor determines that the pole may not reasonably be rearranged or replaced to accommodate Licensee's Facilities for reasons of capacity, safety, reliability or generally applicable engineering purposes, the Licensor may refuse to grant a license for attachment. Licensor shall provide the specific reason(s) for such denial. Licensor shall not unreasonably exercise the right reserved hereunder.

If for any reason, access is not granted within 45 days of the request for access, the utility must confirm the denial in writing by the 45th day. If Licensee has not received a response from Licensor within ten (10) business days from the date Licensee submits its initial application or the results of the Licensee self-survey, Licensee shall contact Licensor at (800-641-2299) to verify receipt of the application or Licensee self survey.

- 5.4 Licensor shall make every reasonable effort to complete Make-ready Work within six (6) months of receipt of payment for Make-ready Work from Licensee, except for reasons beyond Licensor's control. For applications consisting of six (6) or fewer poles requiring Make-ready Work, and where Verizon is the only party required to perform make-ready work, Verizon will complete the make-ready work within 45 days.
- 5.5 To the extent practicable, Licensor shall provide Licensee, no less than sixty (60) days prior written notice of any modification of poles (such as pole replacement or relocation) other than routine maintenance, or modifications in response to emergencies, or to a request from a governmental authority. As soon as practicable after Licensor becomes aware that it will undertake a pole modification, replacement or relocation in response to an emergency or governmental authority, Licensor shall notify Licensee.

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

- 6.1 Licensee's Facilities shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the "Blue Book - Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc.; the "National Electrical 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’ poles. Licensee shall be responsible for obtaining permission from any Joint Owner(s) or Joint User(s) of the pole before making any attachment thereto. This permission shall be in the form of a license or other writing. Where Licensors has an easement over a public or private right of way sufficiently broad under applicable state law to permit Licensee attachment, Licensee shall not be required to obtain independent permission of the property owner to attach. In any case where the Licensors seeks to obtain any necessary permission from a property owner for Licensee’s attachments, the fully allocable costs for such efforts shall be paid by the Licensee along with make-ready costs, if any.
- 6.3 No license granted under this Agreement shall extend to any of the Licensors’ poles where the placement of Licensee’s attachments would result in a forfeiture of the rights of Licensors, Joint Owner(s), or Joint User(s) to occupy the property on which such poles are located. The Licensors does not warrant the validity or apportionability of any rights it may hold to place facilities on public or private property. The Licensors will, upon written request by the Licensee, provide available information and copies of any documents in its files pertinent to the nature of the rights the Licensors possesses over private property. The cost of providing such information and reproducing documents shall be borne by Licensee.

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

### **7.1 General Provisions**

- 7.1.1 Licensee shall, at its own expense, construct and maintain its attachments and facilities on Licensors’ poles in a safe condition and in accordance with governing standards identified in Section 6.1 herein.. Licensee shall construct and maintain its attachments and facilities so as not to conflict with the use of Licensors’ poles by Licensors or by other authorized users of Licensors’ poles, nor electrically interfere with Licensors’ facilities attached thereto. Licensors shall not use, nor shall Licensors permit its lessees, Licensees, employees invitees or agents to use any portion of Licensors’ poles in any way which materially interferes with the operations of Licensee
- 7.1.2 Licensors shall specify the point of attachment on each of Licensors’ poles to be occupied by licensee’s attachment. Where multiple Licensees’ attachments are involved, Licensors shall attempt, to the extent practical, to designate the same relative position on each pole for each licensee’s attachments.

- 7.1.3 Licensee shall provide written notice to the Licensors of the actual dates of attachment within thirty (30) days of the date of attachment so that Licensors may promptly schedule a Post-construction Inspection.
- 7.1.4 Licensee may attach its guy strand to Licensors' existing anchor rod at no charge where Licensors determines that adequate capacity is available; provided that Licensee agrees to secure any necessary right-of-way therefore from the appropriate property owner. Should Licensors, Joint Owner(s) or Joint User(s), if any, for its own service requirements, need to increase its load on the anchor rod to which Licensee's guy is attached, Licensee will either arrange its guy strand on the anchor rod or transfer it to a replacement anchor as determined by Licensors.
- 7.1.5 Should Licensors, Joint Owner(s), Joint User(s), or other Licensee need to attach additional facilities to any of Licensors' poles, to which Licensee is attached, Licensee will upon written notice from the Licensors either rearrange its attachments on the pole or transfer them to a replacement pole as reasonably determined by Licensors so that the additional facilities of Licensors, Joint Owner(s) Joint User(s) or other Licensee may be attached provided that, except to the extent such relocation is required to accommodate the needs of Licensors, Joint Owner(s) Joint User(s), such rearrangement does not materially reduce, impair or otherwise diminish Licensee's operations from the property and subject to receipt of all necessary government permits and approvals for such rearrangement or transfer. Licensee shall not be required to bear any of the costs of rearranging its facilities if such rearrangement is required as a result of an additional occupancy by any entity including Licensors or other Licensees. Any rearrangement costs shall be borne by the entity or entities requesting rearrangement. Licensee shall be solely responsible for collecting any rearrangement costs incurred pursuant to this paragraph. Licensors' sole responsibility shall be limited to reimbursement of its pro rata share of such costs caused by its own additional occupancies. However, Licensors shall, upon receipt of written request, provide Licensee with any information in Licensors' possession which may facilitate Licensee's collection of such costs.
- 7.1.6 If Licensee does not rearrange or transfer its attachments within fifteen (15) days after receipt of written notice from Licensors requesting such rearrangement or transfer and indicating that such pole is ready for rearrangement or transfer by Licensee, Licensors, Joint Owner(s) or Joint User(s) may perform or have performed such rearrangement or transfer, and, notwithstanding the provisions of subpart 7.1.7, Licensee agrees to pay the cost thereof. The foregoing shall not preclude Licensee from thereafter seeking reimbursement of such rearrangements costs as if it had performed the work in accordance with this paragraph. If Licensee claims non-payment from a new 3rd party commercial attaching entity, it shall so notify Licensors of such non-payment in writing and the 15 day notice period shall be extended until Licensee notifies Licensors that such payment has been received.
- 7.1.7 Licensee shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is necessitated solely as a result of an

additional attachment or modification of an existing attachment sought by another party (including the Licensor, Joint Owner(s) or Joint User(s)) and should be paid for any work it performs to accommodate such request. Where multiple parties join in a modification, each party's proportionate share of the total cost will be based on a ratio of the amount of new space occupied by that party to the total amount of new space occupied by all parties joining in the modification. Licensor shall not be required to use revenue that may result from the use of any additional space resulting from such replacement or rearrangement to compensate parties that paid for the modification.

- 7.1.8 Unless otherwise governed by law, all tree trimming made necessary, in the opinion of the Licensor, by reason of the Licensee's proposed attachments at the time of attachment provided the owner(s) of such trees grant permission to the Licensor shall be performed by contractors approved by and under the direction of Licensor, at the sole expense of the Licensee.
- 7.1.9 Any such tree trimming that may be required on Licensee's customer's premises, to clear Licensee's cable drop, shall be performed by the Licensee at its expense.
- 7.1.10 Tree trimming needed as a result of adverse weather conditions such as wind, snow or ice storms shall be performed by Licensor or its approved contractors. Since such tree trimming benefits Licensor, Licensee and other parties that may be lawfully attached to Licensor's poles, Licensee agrees to negotiate in good faith with the Licensor, on a case-by-case basis, to establish an appropriate sharing of costs associated with the tree trimming projects.
- 7.1.11 For each new facility attached by Licensee to Licensor's poles, on or after the date of execution of this Agreement, Licensee shall place identification tags on cables located on poles and identification apparatus tags on any associated items of Licensee's Facilities. Licensee shall also place these identification tags when engaged in an Overlash or Rebuild project. Overlashed bundles require one tag per bundle, per Licensee. The requirements for identification tags are set forth in the Blue Book.
- 7.1.12 When Licensor deems it an immediate threat to safety and/or an emergency exists, it may rearrange, transfer, or remove Licensee's attachments to Licensor's poles at Licensee's expense. Licensor shall make reasonable efforts to contact Licensee as circumstances permit.

## 7.2 Licensee's Maintenance Work, Overlash, Rebuild Work and Placement of Power Supplies

- 7.2.1 Licensee shall work cooperatively with the local Verizon New England Reimbursable Construction Engineer when performing routine Licensee's Maintenance Work on its facilities and/or attachments. Cooperative practices shall include a system of notification by phone, facsimile, answering system, or otherwise for scheduling purposes. Any work, which involves six or fewer adjacent spans, shall be presumed to be routine Licensee's

Maintenance Work. Significant simultaneous maintenance activity within a geographic area may be deemed by Licensor to be Rebuild activity.

- 7.2.2 Licensee shall follow the procedures set forth in APPENDICES V, VI and VII, hereof, in performing Rebuild or Overlash work and placing power supplies.

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

- 8.1 The Licensor reserves the right to make Post-construction, Subsequent, and Periodic Inspections of any part or all of Licensee's facilities attached to Licensor's poles and/or anchors. Licensor shall provide Licensee with a copy of any written report of such inspection within thirty (30) days following the inspection. Charges and billing for Inspections as set forth in Article III shall apply, provided that Verizon New England commences Post-construction and Subsequent Inspections within 90 days after notification from Licensee that the work is complete. The procedure for Post-construction and Subsequent Inspections is outlined in Appendix IX.
- 8.2 Except as provided in Appendix VI and VII, Post-construction Inspections shall consist of a 10 percent sample of the poles to which the Licensee has attached facilities after completion of work. If Verizon New England determines that the Licensee is not in compliance at greater than 2 percent of the sampled locations, Verizon New England may inspect and bill Licensee to inspect all poles involved in the project. Within ten (10) days of the completion of a Post-construction Inspection, the Licensor shall notify the Licensee in writing of the date of completion of Post-construction inspection and its findings.
- 8.3 Where Post-construction Inspection by the Licensor has been completed and non-complying conditions have been identified, Licensee shall correct any non-complying conditions within thirty (30) days of the date of the written notice from the Licensor or as otherwise agreed to by the parties. If after said 30-day period Licensee has not corrected all such non-complying conditions, Licensor may notify Licensee that if all such non-complying conditions are not corrected within an additional 30-day period, no further attachment authorizations shall be issued to Licensee until Licensee's facilities are brought into compliance. If corrections are not made by Licensee within 30 days from the second notification by Licensor, the Licensor may perform or have performed such corrections and Licensee shall pay to the Licensor the cost of performing such work.
- 8.4 Licensor may undertake Subsequent Inspections to determine if appropriate corrective action has been taken by Licensee. If the Subsequent Inspection finds continued non-complying conditions, Licensor may perform or have performed corrective action at the sole expense of the Licensee or Licensor may terminate the license pursuant to Article X. In such circumstances, Licensor will provide five (5) business days notice to Licensee prior to performing such corrective action.
- 8.5 The making of Post-construction, Subsequent and/or Periodic Inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation, or liability specified in this Agreement.



- 8.6 Licensors reserves the right to make Periodic Inspections of all or any part of the attachments or facilities of Licensee at the expense of Licensee, upon sixty (60) days prior written notice to the Licensee. Periodic Inspections of the entire plant of the Licensee will not be made more often than once every five years 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. Licensors shall make a reasonable effort to coordinate its Periodic Inspections with any Joint Owner and Licensee.

## **ARTICLE IX - UNAUTHORIZED ATTACHMENTS**

- 9.1 If any of Licensees facilities are attached to Licensors poles without being licensed, excluding any attachments licensed by default due to Licensors failure to timely grant or deny a license, Licensors may recover fees as specified in subpart 9.2, without prejudice to its other rights or remedies under this Agreement, and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from Licensors of the unauthorized attachment, a pole attachment application. If such application is not received within the specified time period, Licensee shall remove its unauthorized attachments within thirty (30) days of the final date for submitting the required application, or Licensors may remove Licensees attachments or facilities without liability at the Licensees expense.
- 9.2 Upon discovery of an unauthorized attachment, Licensee agrees to pay an amount equal to five times the current applicable annual Attachment Fee specified in APPENDIX I times the number of unauthorized attachments. The penalty shall be in addition to all other amounts due and owing to Licensors under this Agreement.

## **ARTICLE X – TERMINATION**

### **10.1 60-Day Termination**

In addition to rights of termination provided to the Licensors under other provisions of this Agreement, and subject to Section 10.1.1, the Licensors shall have the right to terminate Licensees license, authorizations and/or rights granted under provisions of this Agreement where:

- (a) the Licensees 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 pole or anchor covered by the authorization and has not sought judicial or regulatory review of any decision that (1) acted to terminate such authority or (2) declared that Licensee lacks such authority;

- (c) the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations hereunder;
- (d) the Licensee attaches to a utility pole and/or anchor without having first been issued authorization therefor;
- (e) the Licensee, subject to provisions specified in Article II, ceases to provide its services;
- (f) the Licensee sublets or apports part of the licensed assigned space or otherwise permits its assigned space to be used by an entity or an affiliate not authorized pursuant to Article 11.2.
- (g) except in circumstances in which Licensors has accepted evidence of self-insurance in accordance with Article XIV, the Licensee's insurance carrier shall at any time notify the Licensors that the policy or policies of insurance as required in Article XIV will be or have been cancelled or amended so that those requirements will no longer be satisfied;
- (h) the Licensee shall fail to pay any sum due under Article III or to deposit any sum required under this Agreement, or shall fail to maintain satisfactory surety as required in Article XII;
- (i) any authorization that may be required by any governmental or private authority for the construction, operation and maintenance of the Licensee's facilities on a pole or anchor is denied, revoked or cancelled by a final, non-appealable order or decision.

10.1.1 The Licensors will notify the Licensee in writing of any instances cited in this subpart. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Licensors 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 Licensors within the time stated above, the Licensors may terminate the license(s), authorization and/or rights granted hereunder for the poles and/or anchors at which such non-compliance has occurred.

## 10.2 General

10.2.1 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 poles and anchors 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 Licensors until Licensee's facilities are actually removed from the utility pole(s) and anchor(s). If the Licensee fails to remove its facilities within the specified period, the Licensors 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.

- 10.2.2 When Licensee's facilities are removed from a pole or anchor, no attachment to the same pole or anchor shall be made until the Licensee has first complied with all of the provisions of this Agreement as though no such pole or anchor attachment had been made previously and all outstanding charges due to the Licensor for such pole or anchor have been paid in full.
- 10.2.3 Any license issued under this Agreement shall 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. Such termination shall be stayed if the Licensee has sought judicial or regulatory review of the decision that: (1) has acted to terminate such authority or (2) has declared that the Licensee lacks such authority.

### 10.3 Licensee's Removal of Attachments

- 10.3.1 Licensee may at any time remove its attachments from a pole or anchor after first giving Licensor written notice of such removal. Licensee shall complete and provide to Licensor the Notification of Discontinuance of Use of Poles as contained in APPENDIX IV hereto. Licensor shall verify and execute such form within thirty (30) days of submission. Billing for the attachment 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.
- 10.3.2 Following such removal, no attachment shall again be made to such pole until Licensee shall have complied first with all of the provisions of this Agreement as though no such attachment had been made previously.

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

- 11.1 Licensee shall not assign or transfer any license or any authorization granted under this Agreement, and such licenses and authorizations shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of Licensor, which shall be in the form of the document of assignment (Appendix IV, Form 20). Licensor shall not unreasonably withhold, condition, or delay such consent.
- 11.2 In the event such consent or consents are granted by Licensor, then the provisions of this Agreement shall apply to and bind the successors and assigns of Licensee. Notwithstanding anything herein to the contrary, Licensee may, assign this Agreement without Licensor's consent to an entity controlling, controlled by, or under common control with Licensee or to an entity acquiring fifty-one percent (51%) or more of Licensee's stock or assets provided that any such assignment shall be subject to the assignee's being capable of assuming all of the obligations of Licensee hereunder. Any such assignment shall impose no obligations upon or be

effective against Licensor, and Licensor shall have no liability to any assignee of such assignment, until Licensor has received prior notice of any such assignment. Licensee may also assign this Agreement, without Licensor's consent and without prior notice to Licensor, to an institutional mortgagee or lender providing financing to Licensee with respect to Licensee's Facilities in the event such institutional mortgagee or lender exercises its foreclosure right against Licensee and operates the Licensee Facilities on the Right of Way; provided such institutional mortgagee or lender is capable of assuming all of the obligations of the Licensee hereunder and further provided that such assignment shall not be effective against Licensor unless and until written notice of such assignment and exercise of rights is provided to Licensor. Anything herein to the contrary notwithstanding, Licensee shall not be relieved of any of its obligations hereunder without Licensor's prior written consent. Upon Licensee's assignment of the Agreement in compliance with the terms set forth herein, including Article 11.3 below, Licensee shall be relieved of its obligations hereunder.

- 11.3 All notice of such assignments shall include any change to the notice address provided in Article III (8). Within sixty (60) days of the receipt of the document of assignment from Licensee, Licensor will execute the document of assignment. The assignment requirements herein shall be deemed met if Licensor fails to respond within sixty (60) days of such documentation receipt by Licensor. Appendix IV Form 20 shall not be changed materially without the prior written consent of the Licensee and Licensor

## ARTICLE XII - SURETY REQUIREMENTS

- 12.1 Licensee shall furnish either a Surety Bond or irrevocable Letter of Credit at Licensee's option, satisfactory to the Licensor according to the following criteria:

<b>Poles</b>	<b>Security</b>
1 – 50	\$10,000
51 – 500	\$75,000
501 – 2000	\$300,000
2001 – 3000	\$450,000
3,000 +	\$500,000 minimum

- 12.2 If the financial security is in the form of a bond, irrevocable Letter of Credit, or other security as deemed acceptable by Licensor, such instrument shall be issued by a nationally recognized and rated surety company or bank and shall guarantee Licensee's obligations under the agreement. The Licensee is obligated to maintain the security in the full amount for the terms of the agreement.
- 12.3 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 poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements consistent with applicable law. Licensors shall not be liable to Licensee for any interruption of Licensee's service nor for interference with the operation of Licensee's communications services arising in any manner, except from Licensors's negligence or willful misconduct, out of the use of Licensors's poles.
- 13.2 Licensors shall exercise reasonable care to avoid damaging the facilities of Licensee attached to poles under this Agreement, and shall make an immediate report to Licensee of the occurrence of any such damage caused by Licensors's employees, agents or contractors.
- 13.3 Licensee shall exercise reasonable care to avoid damaging the facilities of Licensors and of others attached to Licensors's poles, and shall make an immediate report of damage caused by Licensee to the owner of facilities so damaged.
- 13.4 Licensors and Licensee shall each indemnify, protect and save harmless from each other and against any and all claims, demands, causes of actions and costs, including reasonable attorneys' fees, for damages to the property of the other party and other persons and injury or death to the other party's employees or other persons, including but not limited to, payments under any Workers Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the negligence or intentional misconduct of the indemnifying party as it relates to the erection, maintenance, presence, use or removal of the indemnifying party's facilities, or by any act or omission of the indemnifying party's employees, agents or contractors on or in the vicinity of Licensors's poles . The foregoing indemnity, hold harmless and defense provisions shall not apply in the case of claims, which solely arise from the negligence, misconduct or other fault of the other party. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct or joint fault of Licensee and Licensors, their agents, employees or contractors, but in such case the amount of the claim for which each party is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of the respective party.
- 13.5 Each party shall indemnify, protect and save harmless the other party from any and all claims, demands, causes of action and costs, including reasonable attorneys' fees, which arise directly from or are caused by the negligence or intentional misconduct of the indemnifying party as it relates to the construction, attachment or operation of facilities on Licensors's poles, including but not limited to damages, costs and expense of relocating poles due to the loss of right-of-way or property owner consents, taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including reasonable attorneys' fees, for infringement of patents with respect to the manufacture, use and operation of the indemnifying party's facilities in combination with poles or otherwise. The foregoing indemnity shall not apply in the case of claims, which solely arise

from the negligence, misconduct or other fault of the other party. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct, or joint fault of Licensee and Licensors, their agents, employees or contractors, but in such case the amount of the claim for which each party is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of the respective party.

- 13.6 Licensors and Licensee shall promptly advise the other of all claims relating to damage to property or injury to or death of persons, arising or alleged to have been caused by the erection, maintenance, repair, replacement, presence, use or removal of facilities governed by this License Agreement. Copies of all accident reports and statements made to a Licensors' or Licensee's insurer by the other Licensors or Licensee or affected entity shall be furnished promptly to the Licensors or Licensee.
- 13.7 Notwithstanding anything to the contrary herein, neither Licensors nor Licensee shall be liable to the other for any special, consequential or other indirect damages arising under this Agreement, including without limitation loss of profits and revenues.
- 13.8 The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued hereunder.

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

- 14.1 Licensee shall maintain (and ensure its subcontractors, if any, secure and maintain) 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, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability; independent contractors; personal injury) with limits of at least two million dollars (\$2,000,000) combined single limit for each occurrence.
  - (b) Commercial Automobile Liability insurance with limits of at least two million dollars (\$2,000,000) combined single limit for each occurrence. Notwithstanding, if the Licensee does not own or operate any vehicles or automobiles associated with the Licensee's business or associated with the work related to this Agreement, then Licensee must only provide satisfactory evidence that its subcontractor(s) have purchased and maintained Commercial Automobile Liability insurance in such amount.
  - (c) Workers' Compensation insurance as required by statute and Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence.
- 14.2 All policies provided by the Licensee shall be deemed primary and non-contributory to all other applicable coverages. The Commercial General Liability and Commercial Auto Liability policies must name Licensors, its subsidiaries and affiliates (excluding Verizon Wireless) as

additional insureds. The Licensee's insurance companies must be licensed to do business in the applicable state(s) and must meet or exceed an A.M. Best rating of A-X or its equivalent.

- 14.3 All insurance must be in effect before Licensor will authorize Licensee to make attachment to Licensor's poles and shall remain in force until such facilities have been removed from all such poles. For all insurance, the Licensee must deliver an industry-recognized certificate of insurance evidencing the amount and nature of the coverage, the expiration date of the policy and stating that the policy of insurance issued to Licensee will not be cancelled or changed without thirty (30) days written notice to Licensor. Also, where applicable, such certificate of insurance shall evidence the name of the Licensor as an additional insured. The Licensee shall submit such certificates of insurance annually to the Licensor as evidence that it has maintained all required insurance.
- 14.4 Licensee is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages shall not constitute limitations upon Licensee's liability.

## **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 pole covered by this Agreement.

### **15.2 Failure to Enforce**

Failure of Licensor or Licensee 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, or if time-sensitive, facsimile followed by first class mail or overnight mail with receipt. Licensee shall complete APPENDIX II and submit it to Licensor with this Agreement. Any legal notice to be given to the Licensee pursuant to Article X of this Agreement shall be sent by certified mail, return receipt requested or by a nationally recognized overnight carrier service to:

Licensee: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Municipality, State, Zip code: \_\_\_\_\_  
Attention: \_\_\_\_\_

With a copy to:

Licensee Legal Department: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Municipality, State, Zip code: \_\_\_\_\_  
Attention: \_\_\_\_\_

Any such notice shall be effective immediately upon receipt.

Any other notice to be given to Licensee under this Agreement may be sent using first class mail or, if time sensitive, facsimile or electronic mail to:

Licensee: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Municipality, State, Zip code: \_\_\_\_\_  
Attention: \_\_\_\_\_

Such notice shall be deemed effective as of the date the notice is sent.

### 15.4 Severability

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.

### 15.5 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 poles are 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 or a regulatory agency with subject-matter jurisdiction, and both parties agree to accept and submit to the personal jurisdiction of such court or regulatory agency.

15.6 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.

15.7 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.

15.8 Use of Information

Licensee may provide to Licensor license applications and business plans of its future needs for pole attachments. 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 pole attachments. Such information shall be used only by such employees or contractors of Licensor who have responsibilities relating to the administration of, or to work to be performed under, this Agreement and said employees shall treat such information as Licensor treats its own confidential information of similar type and value. Licensor's obligations hereunder shall not extend to any information that are now available to the public or become available by reason of acts or omissions not attributable to Licensor.

15.9 Access to Records

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

15.10 Dispute Resolution



In the case where Licensee claims that a term or condition is unjust or unreasonable or any dispute arises between the parties relating to this agreement, Licensee shall submit a complaint to the Manager-License Administration Group, specifying all information and its argument relied on to justify its claim. Licensors shall provide a written response to such complaint within ten (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. If the Licensee is not satisfied with the results of such meeting, it may file a complaint with the regulatory or judicial body of competent jurisdiction and nothing herein shall be deemed to limit the information relied upon or arguments raised before such body.

#### 15.11 Emergency Conditions

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

#### 15.12 Waiver of Landlord's Lien

Licensors hereby waives any and all lien rights it may have, statutory or otherwise concerning Licensee's Facilities or any portion thereof, which shall be deemed personal property for the purposes of this License, whether or not the same is deemed real or personal property under applicable laws, and Licensors gives Licensee and secured parties the right to remove all or any portion of the same from time to time, whether before or after a default under this License, in Licensee's and/or such secured party's sole discretion and without Licensors's consent.

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

Except as provided below, this Agreement shall remain in effect; provided, however, that the Licensors may, not less than two years from this date and upon written notice, require the Licensee to engage in good-faith negotiations with the Licensors to amend the Agreement to comport with regulatory changes or obligations. If, the parties cannot agree to an amendment, they shall submit the matter to the regulatory agency with jurisdiction to resolve the matter. The Agreement may be terminated by Licensee by written notice of termination no less than 30 days prior to the effective date of such termination; provided, however, that such early termination shall not become effective until the Licensee has discontinued all existing licenses and has removed any and all facilities. The Agreement may be terminated upon written notice by the Licensors if, within one year from the date of this Agreement, the Licensee has placed no facilities on the Licensors's poles in accordance with the Agreement. Notwithstanding the foregoing, such one (1) year period shall be extended upon written notice from Licensee that Licensee has made and continues to make a good faith effort to obtain any necessary Government approval, initiate material construction or similar activity related to its Attachment.



Upon execution, this Agreement cancels and supersedes all previously executed Agreements between the parties with respect to the subject matter contained herein.

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

**VERIZON NEW ENGLAND INC.**

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

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

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

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

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

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

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

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

## **APPENDICES**

### **I. ATTACHMENT FEES**

### **II. NOTICE ADDRESSES**

### **III. PLANNING MANAGER’S AREA**

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

Application and Pole Attachment License	Form 1
Authorization for Field Survey Work	Form 2
Itemized Pole Make-ready Work and Charges	Form 3
Authorization for Pole Make-ready Work	Form 4
Licensee Itemized Self Survey	Form 5
Notification of Discontinuance of Use of Poles	Form 6
Project Management Request	Form 7
Licensee to RCE Notification	Form 8
Power Supply Schematic	Form 10
Document of Assignment	Form 20

### **V. REBUILD**

### **VI. OVERLASH BY LICENSEE TO THEIR OWN FACILITIES**

### **VII. POWER SUPPLIES**

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

## APPENDIX I

### ATTACHMENT FEES and CHARGES VERIZON NEW ENGLAND INC.

#### Attachment Fees

##### **CATV Annual Attachment Fees are as follow**

<b>State</b>	<b>JO/JU</b>	<b>Sole Owned</b>
<b>MA</b>	\$3.45	\$6.89

##### **Urban Telecom**

<b>State</b>	<b>JO/JU</b>	<b>Sole Owned</b>
<b>MA</b>	\$3.44	\$6.87

##### **Antenna Urban Telecom**

<b>State</b>	<b>1FT</b>	<b>2FT</b>	<b>3FT</b>	<b>4FT</b>	<b>5FT</b>
<b>MA</b>	\$6.81	\$9.58	\$12.29	\$15.00	\$17.71

##### **Conduit (per Foot)**

<b>State</b>	<b>Partial Duct</b>	<b>Full Duct</b>
<b>MA</b>	\$0.21	\$0.42

**Effective January 1, 2021**

Aerial Attachment and Conduit Duct rental Fees are calculated from the first day of the month following the date the license is issued.

Fees shall be payable annually in advance, unless otherwise provided. Payment is due within the later of thirty (30) days from the first day of January or thirty (30) days from the date the bill is issued.

## APPENDIX II

### NOTICE ADDRESSES

#### Licensor – Verizon New England Inc.

All Notices are to be sent to:

Verizon New England Inc.  
Manager - License Administration Group  
6 Bowdoin Sq Floor 6  
Boston, Massachusetts 02114  
Attention: Terrence Toland  
Title: Agreement Manager  
Tel: 978-372-4018

#### Licensee –

All Notices will be sent to the contacts as listed in the attached Customer Profile form:

A blank form may also be utilized to provide Verizon with updated notice addresses as necessary. Please send updated information to:

Verizon New England Inc.-  
Specialist, License Administration Group  
6 Bowdoin Sq Floor 6  
Boston, MA 02114

## APPENDIX III

### State and Municipalities Covered by this Agreement broken down by Planning Manager's Area

#### Massachusetts

*The following list includes all municipalities served by VERIZON from the State of Massachusetts with the exception of those served over the boundary from Vermont and Rhode Island. See Vermont and Rhode Island for municipalities served from Vermont and Rhode Island. Other municipalities are served by independent Telephone Companies.*

#### **Metro-South Ma (Boston Metro Areas)**

BOSTON *	DORCHESTER	MILTON	SCITUATE *
BRAINTREE	DOVER *	NORWELL *	SOMERVILLE *
BROOKLINE*	HINGHAM	NORWOOD *	WEST ROXBURY
CANTON *	HOLBROOK *	QUINCY	WESTWOOD
COHASSET	HULL	RANDOLPH	WEYMOUTH
DEDHAM *	MATTAPAN	ROSLINDALE	

#### **North Ma (Cambridge-Somerville & Brookline-Newton Areas)**

ARLINGTON	CAMBRIDGE	MEDFORD *	WATERTOWN
BEDFORD *	CHESTNUT STREET	NATICK *	WAYLAND *
BELMONT	DEDHAM *	NEEDHAM	WELLESLEY *
BOSTON *	DOVER *	NEWTON	WESTON
BROOKLINE *	LEXINGTON	SOMERVILLE *	WINCHESTER
BURLINGTON *	LINCOLN *	WALTHAM	WOBURN *

#### **Northeast Ma (Lawrence-Lowell & Malden-North Shore Areas)**

AMESBURY	GLOUCESTER	MUNIS	TOPSFIELD
ANDOVER	GROTON *	NAHANT	TYNGSBORO
ARBLEHEAD	GROVELAND	NEWBURY	WAKEFIELD
BEDFORD *	HAMILTON	NEWBURYPORT	WENHAM
BEVERLY	HAVERHILL	NORTH ANDOVER	WEST BOXFORD
BILLERICA	IPSWICH	NORTH READING	WEST NEWBURY
BOSTON *	LAWRENCE	PEABODY	WESTFORD *
BOXFORD	LOWELL	PEPPERELL *	WILMINGTON
BURLINGTON *	LYNN	READING	WINTHROP
CARLISLE *	LYNNFIELD	REVERE	WOBURN *
CHELMSFORD	MALDEN	ROCKPORT	
CHELSEA	MANCHESTER	ROWLEY	
DANVERS	MARBLEHEAD	SALEM	
DRACUT	MEDFORD *	SALISBURY	
DUNSTABLE *	MELROSE	SAUGUS	
ESSEX	MERRIMAC	STONEHAM	
EVERETT	METHUEN	SWAMPSCOTT	

GEORGETOWN

MIDDLETON

TEWKSBURY

**Massachusetts Continued...**

**Southeast Ma (Brockton & Cape Areas)**

ABINGTON	DIGHTON	MARION	ROCKLAND
ACUSHNET	DUXBURY	MARSHFIELD	SANDWICH
AQUINNA	EAST BRIDGEWATER	MASHPEE	SCITUATE *
AVON	EASTHAM	MATTAPOISETT	SHARON *
BARNSTABLE	EASTON	MIDDLEBORO	SOMERSET *
BASS RIVER	EDGARTOWN	NANTUCKET	STOUGHTON
BERKLEY	FAIRHAVEN	NEW BEDFORD	SWANSEA *
BOURNE	FALL RIVER	NORTON *	TAUNTON
BREWSTER	FALMOUTH	NORWELL *	TISBURY
BRIDGEWATER	FREETOWN	OAK BLUFFS	TRURO
BROCKTON	GAY HEAD	ORLEANS	WAREHAM
BUZZARDS BAY	HALIFAX	PEMBROKE	WELLFLEET
CARVER	HANOVER	PLYMOUTH	WEST BRIDGEWATER
CHATHAM	HANSON	PLYMPTON	WEST TISBURY
CHILMARK	HARWICH	PROVINCETOWN	WESTPORT
CUTTYHUNK ISLAND	HOLBROOK *	RAYNHAM	WHITMAN
DARTHMOUTH	KINGSTON	REHOBOTH *	YARMOUTH
DENNIS	LAKEVILLE	ROCHESTER	

**Central Ma (Framingham & Worcester Areas)**

ACTON	DUDLEY	LUNENBURG	OXFORD
ASHBURNHAM	DUNSTABLE *	MANSFIELD	PAXTON
ASHBY	EAST BROOKFIELD	MARLBORO	PEPPERELL *
ASHLAND	EAST DOUGLAS	MAYNARD	PETERSHAM
ATHOL	ERVING *	MEDFIELD	PHILLIPSTON
ATTLEBORO *	FITCHBURG	MEDWAY	PLAINVILLE
AUBURN	FOXBORO	MENDON *	PRINCETON
AYER	FRAMINGHAM	MILBURY	REHOBOTH *
BARRE	FRANKLIN	MILFORD	ROYALSTON
BEDFORD *	GARDNER	MILLBURY	RUTLAND
BELLINGHAM *	GRAFTON	MILLIS	SHARON *
BERLIN	GROTON *	NATICK *	SHERBORN
BOLTON	HARVARD	NEW SALEM *	SHIRLEY
BOXBORO	HOLDEN	NORFOLK	SHREWSBURY
BOYLSTON	HOLLISTON	NORTH ATTLEBORO *	SHUTESBURY *
BRIMFIELD *	HOPEDALE	NORTH BROOKFIELD	SOUTHBORO
BROOKFIELD	HOPKINTON	NORTH GRAFTON	SOUTHBRIDGE
CANTON *	HUBBARDSTON	NORTHBORO	SPENCER
CARLISLE *	HUDSON	NORTHBRIDGE	STERLING
CHARLTON	LANCASTER	NORTHFIELD *	STOW
CLINTON	LEICESTER	NORTON *	STURBRIDGE
CONCORD	LEOMINSTER	NORWOOD *	SUDBURY
DOUGLAS	LINCOLN *	OAKHAM	SUTTON
DOVER *	LITTLETON	ORANGE	TEMPLETON

**Massachusetts Continued...**

**Central Ma (Framingham & Worcester Areas) Continued...**

TOWNSEND	WAYLAND *	WEST BROOKFIELD *	WORCESTER
UPTON	WEBSTER	WESTBORO	WRENTHAM *
UXBRIDGE	WELLESLEY *	WESTFORD *	
WALPOLE	WENDELL *	WESTMINSTER	
WARWICK	WEST BOYLSTON	WINCHENDON	

**Western Ma (413 Area)**

ADAMS	GILL	MONTEREY	SPRINGFIELD
AGAWAM	GOSHEN	MONTGOMERY	STOCKBRIDGE
ALFORD	GRANBY	MT WASHINGTON	SUNDERLAND
AMHERST	GRANVILLE	NEW ASHFORD	TOLLAND
ASHFIELD	GREAT BARRINGTON	NEW BRAINTREE	TYRINGHAM
BECKET	GREENFIELD	NEW MARLBORO	WALES
BELCHERTOWN	HADLEY	NEW SALEM *	WARE
BERNARDSTON	HAMPDEN	NORTH ADAMS	WARREN
BLANDFORD	HANCOCK	NORTHAMPTON	WASHINGTON
BLANFORD	HARDWICK	NORTHFIELD *	WENDELL *
BRIMFIELD *	HATFIELD	OTIS	WEST BROOKFIELD *
BUCKLAND	HAWLEY	PALMER	WEST SPRINGFIELD
CHARLEMONT	HEATH	PELHAM	WEST STOCKBRIDGE
CHESHIRE	HINSDALE	PERU	WESTFIELD
CHESTER	HOLLAND	PITTSFIELD	WESTHAMPTON
CHESTERFIELD	HOLYOKE	PLAINFIELD	WHATELY
CHICOPEE	HUNTINGTON	RICHMOND	WILBRAHAM
CLARKSBURG	LANESBORO	ROWE	WILLIAMSBURG
COLRAIN	LEE	RUSSELL	WILLIAMSTOWN
CONWAY	LENOX	SANDISFIELD	WINDSOR
CUMMINGTON	LEVERETT	SAVOY	WORTHINGTON
DALTON	LEYDEN	SHEFFIELD	
DEERFIELD	LONGMEADOW	SHELBURNE	
EAST LONGMEADOW	LUDLOW	SHELBURNE FALLS	
EASTHAMPTON	MIDDLEFIELD	SHUTESBURY *	
EGREMONT	MONSON	SOUTH HADLEY	
ERVING *	MONTAGUE	SOUTHAMPTON	
FLORIDA	MONTAGUE L D	SOUTHWICK	

**Rhode Island**

*The following list includes all municipalities served by Bel Atlantic from the State of Rhode Island.*

ASHTON	EXETER	NORTH KINGSTON	TIVERTON
BARNGTON	FOSTER	NORTH PROVIDENCE	WARREN
BRISTOL	GLOUCESTER	NORTH SMITHFIELD	WARWICK
BURLVILLE	GREENVILLE	PASCOAG	WEST GREENWICH
CAROLINA	HOPKINTON	PAWTUCKET	WEST WARWICK
CENT FALLS	JAMESTOWN	PORTSMOUTH	WESTERLY
CENTREDALE	JOHNSTON	PROVIDENCE	WESTPORT
CHARLESTOWN	LINCOLN	PRUDENCE ISLAND	WOONSOCKET

COVENTRY  
CRANSTON  
CUMBERLAND  
EAST GREENWICH  
EAST PROVIDENCE

LITTLE COMPTON  
MIDDLETOWN  
NARRAGANSETT  
NEW SHOREHAM  
NEWPORT

RICHMOND  
RIVERSIDE  
SCITUATE  
SMITHFIELD  
SOUTH KINGSTON  
  
NORTH ATTLEBORO  
MA\*

REHOBOTH, MA \*  
BLACKSTONE, MA  
SEEKONK, MA  
MENDON, MA  
SWANSEA, MA \*  
MILLVILLE, MA  
  
WRENTHAM, MA \*  
NORTH ATTLEBORO  
MA

\*



## Appendix IV Form 1

\*\*\*\*\*

**Note: Verizon uses electronic forms 1,2,3 for license applications. Below is a facimile of the actual form that you will be given to use.**

\*\*\*\*\*

\*\*\*

<b>APPLICATION AND POLE ATTACHMENT LICENSE</b>	<b>FORM 1</b>
--	---------------

Note: Shaded areas are for Verizon use only

Date	
Licensee*	
Street Address*	
City*	
State*	
Zip*	
Email*	
Phone*	
Cell*	
License Number*	
Customer License Number	
Municipality where Poles are Located*	
State where poles are located*	
Eco	
Agreement No.	
Total poles to survey*	

TYPE OF ATTACHMENT*	WITHIN OR ABOVE	TOTAL NUMBER	CONDUCTOR/CAB	CONDUCTOR/CABLE	SUSPENSION	SUSPENSION

## FORM 1 INSTRUCTIONS

Field Name	Definition	Appears on top of Form 1 - Application
Date	Date = This is a manual date that the customer puts on the	X
Licensee	Licensee - Name of representative submitting the application	X
Name of representative submitting this application	Name of person submitting application and representing the	X
Street Address	Street address for customer	X
City	City for customer address	X
State	State for customer address	X
Zip	Zip for customer address	X
Signature	Signature of person submitting application and representing	X
Title	Title of person submitting application and representing the	X
Phone	Customer's phone	X
Email	Customer's email	X
Cell	Customer's cell	X
Verizon App#	Application number assigned to this application by Verizon	X
Customer App #	Application number assigned to this application by Customer	X
Municipality	The municipality where the poles/attachments are located	X
State where poles located	The state where the poles/attachments are located	X
Elco	The name of the power company that is a Joint Owner, Joint	X
Agreement/Account No.	This is the Agreement number or the Account number the	X
Within or Above Comm Space	Area of pole where customer is requesting to locate its	X
Type of attachment	For each pole listed customer must indicate what type of	X
No. of each type of attachment desired	For each type of attachment, customer must indicate the total	X
For each type of attachment:	Specifications for each type of attachment including diameter	X
Total poles to Survey	The customer initially provides the total. Verizon updates the	X

Individual applications are to be numbered in sequential ascending order by Licensee for each Pole Attachment License. Licensors will process applications in sequential

-- Provide a separate application for each municipality	
Note: (For municipalities served by more than one Power Company a separate application for each Power Company area must be provided.)	
-- Limit the number of poles to 300 or 0.5% of Licensors' total poles within a state during a 30-day period per each application	
-- Attach power supply specifications	
-- Provide the size of your cable strand	
-- Provide the weight per foot of cable	
-- Other Attachments	
(1) JO = Jointly Owned - a pole in which Verizon has an ownership interest.	
(2) SO = Fully Owned/Solely Owned a pole that is solely owned by either Verizon or the Power Company.	
(3) JU = Joint Use A party to whom use of the pole and/or anchor has been extended by the owner of the facility. The term Joint User shall not include Licensees.	

## Appendix IV Form 2

\*\*\*\*\*

**Note: Verizon uses electronic forms 1,2,3 for license applications. Below is a facimile of the actual form that you will be given to use.**

\*\*\*\*\*

\*\*\*

### AUTHORIZATION FOR FIELD SURVEY

### FORM 2

<b>Licensee</b>	
<b>License Application Number</b>	
<b>Municipality</b>	
<b>State</b>	

\* Based on average of 75 poles surveyed per day, a travel time charge has been added for each additional day required to complete the survey.

Please note, if your payment for the field survey charges is less than the amount required, the correct payment must be received by this office in order to schedule the survey.

The required field survey covering Pole Attachment License Application # \_\_\_\_\_ is authorized.  
Enclosed is the advance payment in the amount of \$ \_\_\_\_\_

<b>Licensee Representative*</b>	
<b>Licensee Representative Signature</b>	
<b>Title</b>	
<b>Email</b>	
<b>Phone</b>	
<b>Cell</b>	
<b>Date</b>	

### FIELD SURVEY CHARGES

FIELD SURVEY	# POLES	RATE	TOTAL
<b>TOTAL POLES</b>			
<b>Additional Travel Time*</b>			
<b>TOTAL Charges</b>			



Pole Ref #*	Attachment Description*	Quantity*

Appendix IV **Form 4**

**AUTHORIZATION FOR POLE MAKE-READY WORK**

Licensee \_\_\_\_\_  
 Field survey work associated with your License Application No. \_\_\_\_\_ dated  
 \_\_\_\_\_, for attachment to poles, in the municipality of \_\_\_\_\_, State  
 of \_\_\_\_\_ has been completed. Following is a summary of the make-ready charges which  
 will apply:

<b><u>TASK #</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT COST</u></b>	<b><u>TOTAL COST</u></b>
Custom Work Order Preparation			
Miscellaneous			

Attached, as requested, is an itemized unit cost (Form 3) 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) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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

Date \_\_\_\_\_

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

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

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

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



#### Appendix IV FORM 5 LICENSEE SELF-SURVEY FORM Definitions

**SUMMARY-** The total number of poles surveyed and the total number of poles requiring Verizon Make-Ready

**SURVEYORS:** Name of Representative attending Survey from VERIZON, Power Company and Licensee

**Date of Survey :** Date Survey is performed

**CWO#:** Verizon's Custom Work Order Number

**Munic:** Municipality where pole is located **State:** State in which pole is located

**Licensee Name:** Name of Company or Entity applying for Pole Attachments

**Exch Code: Verizon's Exchange Code** = the Exchange in which the Municipality is located.

**Munic Code: Verizon's Municipality Code** = the code for the Municipality in which the pole is located (tax purposes).

**Application #:** The number of the Licensee's Application = sequentially numbered by municipality.

**ELCO NAME:** The name of the Electric (power) Company in whose service area the pole is located.

**Location:** List each individual pole (ONE POLE PER LINE) you wish to attach to (multiple sheets may be used) and provide the following:

**Street, Route, Circuit # and other information which indicates location of poles.**

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).

**Pole #:**

Tel = Telephone Company pole #

El= Electric Company pole #

**ATT:** **Type of Attachment:** F = Fiber C= Copper or Coaxial P.S. = Power Supply  
Riser = Riser Pole

**Ownership:** **JO** = Joint Owned 50%-50% Tel-Elco, **JU** = Joint Use - 100% Tel or 100% Elco, **FO** = 100% Fully owned by Tel or Elco (Other company not on pole)

**Charge:** **Y or N = Y** = Yes, there are make ready charges, **N** = No, there are no make ready charges to the Applicant.

**Work Description:** Short description of work operations required.



- Height of Attachment = Height of Licensee Attachment shall be 40" below ELCO MGN unless otherwise noted here by Verizon and ELCO surveyor.
- *Licensee to complete bold italicized areas only. (Provide ownership information if known)*

Appendix IV Form 6

**NOTIFICATION OF DISCONTINUANCE OF USE OF POLES**

This form is to be completed and **mailed to Verizon New England Inc., LICENSE ADMINISTRATION** at the address listed below **and the appropriate Power Company:**

**Verizon New England Inc.**  
**LICENSE ADMINISTRATION**  
**6 Bowdoin Sq Floor 6**  
**Boston, Massachusetts 02114**

Licensee \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City and State \_\_\_\_\_ Date \_\_\_\_\_

In accordance with the terms of Pole Attachment License Agreement dated \_\_\_\_\_, 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 \_\_\_\_\_. These attachments are covered by Pole Attachment License Application number \_\_\_\_\_.

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

Total number of attachments to JO<sup>1</sup> poles to be discontinued \_\_\_\_\_.  
 Total number of attachments to FO<sup>2</sup> poles to be discontinued \_\_\_\_\_.  
 Total number of attachments to JU<sup>3</sup> poles to be discontinued \_\_\_\_\_.  
 Total number of Power Supplies/Other Equipment 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 \_\_\_\_\_

FORM 6

APPLICATION # \_\_\_\_\_

LICENSEE NAME \_\_\_\_\_

MUNICIPALITY \_\_\_\_\_ STATE \_\_\_\_\_

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

**It has been verified by Licensor that the number of attachments to be discontinued have been removed from Licensor's poles and the number of attachments have been adjusted as appropriate on the preceding page.**

**VERIZON New England Inc.**

VERIZON Representative (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Tel. No. \_\_\_\_\_ Date: \_\_\_\_\_

(1) JO = Jointly Owned - a pole in which Verizon New England Inc. has an ownership interest.

(2) FO = Fully Owned/Sole Owned – a pole that is solely owned by Verizon New England Inc.

(3) JU = Joint Use – A party to whom use of the pole or anchor has been extended by the owner of the facility. The term “Joint User” shall not include Licensees.

**Pole Attachment Project Management Request Appendix IV Form 7**

Customer Tracking Name \_\_\_\_\_ Date: \_\_\_\_\_

Verizon Agreement # \_\_\_\_\_

**Customer Contact Name:**

\_\_\_\_\_

**Company Name:**

\_\_\_\_\_

**Address:** \_\_\_\_\_ **Billing Address:**

\_\_\_\_\_

<b>City, State, Zip:</b> _____ _____	<b>City, State, Zip:</b> _____ _____
<b>Telephone #:</b> _____ _____	<b>Telephone #:</b> _____ _____
<b>Fax #:</b> _____ _____	<b>Fax #:</b> _____ _____
<b>E-mail Address:</b> _____ <b>address:</b> _____	

<b>Total Number of Attachments being requested:</b> _____
<b>Attachment Starting Location:</b> _____ <i>(Please be specific, street address, city, and state)</i>
<b>Attachment Ending Location:</b> _____ <i>(Please be specific, street address, city, and state)</i>
<b>Anticipated Start Date for Cable Placement:</b> _____
<b>Project Description:</b> Please identify the size and scope and any special or unusual conditions i.e. Risers, backyard poles, number of poles, number of power supplies and number of other attachments.
<b>Related Applications in Progress:</b>
<b>Other:</b>
<b>*** If you are submitting multiple applications at the same time for one or more municipality(ies), you may request or Verizon may suggest a Project Meeting.</b>

**Pole Attachment Project Management Request Appendix IV Form 7**

**Customer Tracking Name**\_\_\_\_\_ **Date:** \_\_\_\_\_

**Verizon 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:**\_\_\_\_\_

**Total Number of Attachments being requested:**

\_\_\_\_\_

**Attachment Starting Location:**

\_\_\_\_\_

*(Please be specific, street address, city, and state)*

**Attachment Ending Location:**

\_\_\_\_\_

*(Please be specific, street address, city, and state)*

**Anticipated Start Date for Cable  
Placement:**\_\_\_\_\_

**Project Description:** Please identify the size and scope and any special or unusual conditions i.e. Risers, backyard poles, number of poles, number of power supplies and number of other attachments.

**Related Applications in Progress:**

**Other:**



**\*\*\* If you are submitting multiple applications at the same time for one or more municipality(ies), you may request or Verizon may suggest a Project Meeting.**

Verizon New England Inc.  
**Appendix IV FORM 8**

## Licensee to LAG Notification Form

Licensee Name: \_\_\_\_\_

Municipality: \_\_\_\_\_

State: \_\_\_\_\_ VZ Application # \_\_\_\_\_

☐ This is to notify you that the facilities (cables, power supplies) have been placed in association with License Application # \_\_\_\_\_ on \_\_\_\_\_ 2017.

☐ This is to notify you that an overlash project has been ☐ Started  
☐ Completed (*choose one*) in association with License Application  
# \_\_\_\_\_ on \_\_\_\_\_ 2017.

☐ This is to notify you that a rebuild project has been completed in  
association with License Application # \_\_\_\_\_ on \_\_\_\_\_ 2017.

☐ This is to notify you that a pre-construction survey is necessary for the  
poles listed on the attached Form 5 requiring Verizon Make-Ready  
work.

Call the LAG Hotline at 800-641-2299 for appropriate fax number.

# Licensee Power Supply Schematic Form 10 (Licensee must submit one Form 10 for each power supply)

**LICENSEE NAME:** \_\_\_\_\_

**APPLICATION #** \_\_\_\_\_

**STREET NAME:** \_\_\_\_\_

**TEL ROUTE #** \_\_\_\_\_

**TEL POLE #** \_\_\_\_\_ **ELCO POLE #** \_\_\_\_\_

**MUNI:** \_\_\_\_\_ **STATE:** \_\_\_\_\_

**ELCO NAME:** \_\_\_\_\_

**INDICATE P.S. LOCATION BY SHADING IN QUADRANT**

**ROADSIDE**

**FIELD SIDE**

**NOTE: POWER SUPPLY MUST BE MOUNTED ON QUADRANT OPPOSITE EXISTING VERIZON POLE MOUNTED TERMINAL**

**POWER CABLE**

**MULTI GROUND NEUTRAL**

**LICENSEE CABLE**

**VERIZON CABLE**

**POLE MTD TERMINAL**

**MINIMUM CLEARANCE = 31 INCHES**

**PROPOSED POWER SUPPLY CABINET DIMENSIONS:**

**MAKE=** \_\_\_\_\_

**MODEL=** \_\_\_\_\_

**HEIGHT=** \_\_\_\_\_ **IN**

**WIDTH=** \_\_\_\_\_ **IN**

**DEPTH=** \_\_\_\_\_ **IN**

**WEIGHT=** \_\_\_\_\_ **LBS**

**TOP OF POWER SUPPLY CABINET =** \_\_\_\_\_ **FT** \_\_\_\_\_ **IN**

**POWER SUPPLY CABINET MUST BE ATTACHED WITH BRACKETS WHICH ALLOW MINIMUM 3 INCHES CLEARANCE BETWEEN POLE AND CABINET.**

**POLE DATA**

**POLE HEIGHT=** \_\_\_\_\_ **FT**

**POLE CLASS=** \_\_\_\_\_

**POLE CONDITION\*** \_\_\_\_\_

**\*GOOD, FAIR, POOR**

**MINIMUM GROUND CLEARANCE AS PER APPLICABLE NESC REQUIREMENTS BASED ON POLE LOCATION**

**NOTE**

**LICENSEE MUST HAVE CURRENTLY APPROVED ELECTRIC COMPANY POWER SUPPLY INSTALLATION SCHEMATIC FILED WITH VERIZON PRIOR TO SUBMITTING ITS POWER SUPPLY ATTACHMENT APPLICATION.**

**GROUND LEVEL**



## ASSIGNMENT AGREEMENT

### Appendix IV Form 20

THIS ASSIGNMENT AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2017, between VERIZON NEW ENGLAND INC., organized and existing under the laws of the State of New York, having its principal office at 6 Bowdoin Sq, Boston, MA 02114, and (hereinafter called "Licensor"), \_\_\_\_\_, a \_\_\_\_\_ corporation (hereinafter referred to as the "Assignor"), and \_\_\_\_\_, a \_\_\_\_\_ corporation (hereinafter referred to as the "Assignee").

### WITNESSETH

WHEREAS, the Licensor and Assignor, entered into an agreement dated (DATE) (the "Agreement"), as amended, covering attachments to certain poles in the Commonwealth of Massachusetts; and

WHEREAS, on or about \_\_\_\_\_, Assignor was acquired by Assignee.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained the parties hereto hereby covenant and agree as follows:

1. The Agreement is hereby amended and restated in its entirety except as follows: any reference in the Agreement to Assignor as the Licensee is hereby deleted and replaced with "\_\_\_\_\_, a \_\_\_\_\_ corporation," and Assignor shall have no further rights or obligations under the Agreement on or after the effective date of this Assignment Agreement.
2. By execution hereof, Assignee certifies and represents to the Licensor that the insurance required under the Agreement has been obtained in its name, except as otherwise required by such Agreement, and remains in full force and effect. As of the effective date of this Assignment Agreement, Assignee shall comply with all obligations and requirements of the Agreement.
3. The effective date of this Assignment Agreement shall be \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed by their respective representatives thereunto duly authorized, all as of the day and year first above written.

VERIZON NEW ENGLAND INC.  
(LICENSOR)

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

(ASSIGNOR)

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

(ASSIGNEE)

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## APPENDIX V

### Procedure for Rebuilding of Existing Licensee's Aerial Attachments (Commonly known as Rebuild)

#### 1 – SCOPE

In the process of replacing its existing facilities, it may be necessary for the Licensee to conduct a Rebuild project that may involve placing new facilities while keeping existing facilities in operation.

#### 2 - DEFINITIONS

- a) **Rebuild** – the act of a Licensee replacing existing facilities, for other than maintenance purposes, accomplished in the following manner:
  - 1) The lowering or raising of facilities by a Licensee to a temporary location thereby clearing previously licensed space for a new installation.
  - 2) The placement and activation of new facilities by a Licensee that replace existing Licensee facilities.
  - 3) The transfer of a Licensee's existing customer facilities to Licensee's new facilities being placed.
  - 4) The de-activation and removal of Licensee's replaced facilities.
- b) **Post-construction Inspection** - A Verizon New England Inc. inspection consisting of a ten (10) percent sample of the poles after completion of Licensee's Rebuild project. Licensee shall pre-pay Verizon New England Inc. for the Post-construction Inspection based on the Unit Pricing Schedule.
- c) **Post-construction Subsequent Inspection** – An inspection, subsequent to the Post-construction Inspection, required as the result of finding greater than 2% non-compliance after the Post-construction Inspection of the 10% sample performed by Verizon New England Inc.. Licensee shall prepay Verizon New England Inc. for the Post-construction Subsequent Inspection based on the Unit Pricing Schedule.
- d) **Self Pre-survey**– The performance of a field review by a Licensee to survey the routing of a proposed path where the Rebuild project is planned, to determine if any Make-ready Work is required. The Licensee shall adhere to all requirements of the most recent edition of the National Electrical Safety Code (NESC) and the "Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc. This survey is performed without the presence of a Verizon New England Inc. representative and the results of the Self Pre-survey shall be provided to the Verizon New England Inc. Reimbursable Construction Engineer (RCE) with documentation of any Subsequent Make-ready Work required before Licensee begins construction of the Rebuild project.
- e) **Subsequent Make-ready Work** – Rearrangement of Verizon New England Inc.'s facilities by Verizon New England Inc. as determined by the Licensee's Self Pre-survey to provide for

clearance and separation requirements for all pole attachments relative to the latest edition of the Blue Book published by Telcordia and the latest edition of the NESC.

- f) **Charges** – Verizon New England Inc.’s costs in the Unit Pricing Schedule, based on current Verizon New England Inc. unit pricing methodology, for any Post-construction Inspections, Post-construction Subsequent Inspections and Subsequent Make-ready Work performed by Verizon New England Inc. and paid for in advance to Verizon New England Inc. by the Licensee.

### 3 – SPECIFICATIONS

Licensee shall conform to the terms and conditions contained within the Specifications Section of the most current Pole Attachment Agreement, including:

#### **The National Electrical Safety Code (NESC)**

“Manual of Construction Procedures” (Blue Book), published by Telcordia Technologies Inc.

### 4 - NOTIFICATION

Licensee shall provide ten (10) days advance notice in writing (Form 8) to the Verizon New England Inc. RCE and coordinate its Rebuild work with the local Verizon New England Inc. RCE and construction coordinator to avoid any scheduling conflicts with any Verizon New England Inc. construction or maintenance work. Licensee shall submit written notification (Form 8) within thirty (30) days to Verizon New England Inc. after their Rebuild work has been completed. Verizon New England Inc. RCE will facilitate the Post-construction Inspection.

### 5 – PROCEDURES

- a) Upon receipt of notification from Licensee of a planned rebuild, Verizon New England Inc. RCE will initiate and Licensee shall attend a local meeting with Verizon New England Inc. engineers to discuss construction schedules, Self Pre-survey, Pre-construction Survey, and Post-construction Inspections.
- b) Licensee shall provide Verizon New England Inc. RCE with the following information relative to the Rebuild project:
- 1) Copies of strand maps indicating those poles where Licensee intends to Rebuild their existing pole attachments.
  - 2) Tension measurements and weight per foot of total facilities that will be attached upon completion of the Rebuild project. (per span average)
- c) Licensee shall perform a Self Pre-survey of all routes included in the Rebuild project and shall provide written results (Form 5) to Verizon New England Inc.’s RCE.
- d) Licensee shall submit a written request (Form 8) to Verizon New England Inc.’s RCE to arrange for a Pre-construction Survey of all locations where Licensee has determined Subsequent Make-ready Work is necessary by Verizon New England Inc. to accommodate Licensee’s proposed work. Licensee will submit (Form 12) and an advance payment to Verizon New England Inc. to cover the applicable charges for the Pre-construction Survey.
- e) Licensee shall also notify any other attacher, Joint Owner or Joint User on the pole that may be affected by the Rebuild project.

- f) Verizon New England Inc. RCE shall notify the Licensee of the applicable charges for any type of Make-ready Work (RCETEMP6 and Form 13). Prior to Verizon New England Inc. RCE initiating Make-ready Work, Licensee will forward a check along with a signed (Form 13), to Verizon New England Inc. RCE covering Subsequent Make-ready Work charges.
- g) Verizon New England Inc. RCE will provide the Licensee with an associated work schedule and estimated construction completion date for the Make-ready Work via (RCETEMP7).
- h) Licensee may proceed to conduct the Rebuild project in sections of aerial facilities requiring no Make-ready Work. Licensee shall not perform any Rebuild work until the necessary Make-ready Work has been completed by Verizon New England Inc..
- i) Licensee shall notify Verizon New England Inc., in writing (Form 8), that the Rebuild project has been completed.
- j) Within ninety (90) days of receipt of (Form 8) notifying Verizon New England Inc. of completion of Rebuild Project, Verizon New England Inc. may perform a Post-construction Inspection consisting of a ten (10) percent sample of the poles included in the Licensee's Rebuild project. Upon receipt of (Form 9 PCI and RCETEMP4), Licensee, shall pre-pay Verizon New England Inc. for the Post-construction Inspection.
  - 1. If Verizon New England Inc. performs a Post-construction Inspection and all work is in compliance with the requirements and specifications, no further inspection will be required. Verizon will provide the Licensee with the results of the inspection (Form 5 and Form 9 PCI) within thirty (30) days.
  - 2. If Verizon New England Inc. performs the Post-construction and all work is not in compliance on two (2) percent or more of the ten (10) percent sample inspected, Verizon New England Inc. may perform and bill Licensee for a complete Post-construction Subsequent Inspection of all poles involved in the Rebuild project. Verizon New England Inc. will provide Licensee with the results of the inspection via (Form 11 and Form 9 SI) within thirty (30) days in order that the Licensee may bring its facilities into compliance.
  - 3. Verizon New England Inc. may revoke Licensee's right to conduct Self Pre-surveys for future Rebuild projects if more than 2% of the 10% pole sample is found to be in non-compliance
- k) If the results of the Post-construction Subsequent Inspections show results that are in non-compliance with the aforementioned requirements and specifications, Licensee shall correct such non-conforming condition within thirty (30) days of written notification (Form 9 SI) from Verizon New England Inc. RCE.
- l) Where Licensee fails to correct the stated non-conforming condition within thirty (30) days, Verizon New England Inc. may revoke Licensee's right to perform Rebuild Self Pre-survey and Licensee shall be responsible for any costs associated with correcting such non-conforming conditions.

## APPENDIX VI

### Procedure for Placing an Additional Licensee's Cable on Same Licensee's Previously Licensed Aerial Pole Attachments (Commonly Known as Overlash)

#### 1 – SCOPE

In the process of upgrading cable plant capacity, it may be necessary for the Licensee to augment the number of its cables and equipment lashed or attached to its existing strand.

#### 2 - DEFINITIONS

**Overlash** – The act of attaching any single strand, hardware, cable, wires and/or apparatus owned by Licensee to same Licensee's existing strand, hardware, cable, wires and/or apparatus.

**Post-construction Inspection** - A Verizon New England Inc. inspection of the poles after completion of Licensee's Overlash project at its own cost except that Licensee shall pay Verizon New England Inc. for the inspection of those poles found not in compliance as a result of the Inspection.

**Post-construction Subsequent Inspection** – An inspection, subsequent to the Post-construction Inspection, required as the result of finding poles in non-compliance after the Post-construction Inspection performed by Verizon New England Inc. Licensee shall prepay Verizon New England Inc. for the Post-construction Subsequent Inspection based on the Unit Pricing Schedule.

**Self Pre-survey** – The performance of a field review by a Licensee to survey the routing of a proposed path where additional overlashed cable facilities are planned, to determine if any Make-ready Work is required. The Licensee shall adhere to all requirements of the most recent edition of the National Electrical Safety Code (NESC) and the "Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc. This survey is performed without the presence of a Verizon New England Inc. representative and the results of the Self Pre-survey shall be provided to the Verizon New England Inc. Reimbursable Construction Engineer (RCE) with documentation of any Subsequent Make-ready Work required before Licensee begins construction of the Overlash project.

**Subsequent Make-ready Work** – Rearrangement of Verizon New England Inc. facilities by Verizon New England Inc. as determined by the Licensee's Self Pre-survey to provide for clearance and separation requirements for all pole attachments relative to the latest edition of the Telcordia Blue Book and the latest edition of the NESC.

**Charges** – Verizon New England Inc. 's costs in the Unit Pricing Schedule, based on current Verizon New England Inc. unit pricing methodology.

#### 3 – SPECIFICATIONS

Licensee shall conform to the terms and conditions contained within the Specifications Section of the most current Pole Attachment Agreement, including:

**The National Electrical Safety Code (NESC)**

Part 2 Section 26-261K2 Strength Requirements.

Part 2 Section 25-250 Loading Requirements

“Manual of Construction Procedures” (Blue Book), published by

**Telcordia Technologies Inc.**

Section 4.2 Table 4 – 1 and Note 2

Section 3 Clearances

**4 - NOTIFICATION**

- a) Licensee shall provide 5 days advance notice, in writing (Form 8), to the Verizon New England Inc. RCE prior to their Overlash work being started. Licensee will coordinate its Overlash work with the local Verizon New England Inc. RCE and construction coordinator to avoid any scheduling conflicts with any Verizon New England Inc. construction or maintenance work.
- b) Licensee shall submit written notification (Form 8) within thirty (30) days to the Verizon New England Inc. RCE after their Overlash work has been completed, to enable the Verizon New England Inc. RCE to facilitate the post-construction inspection.

**5 – PROCEDURES**

- a) Licensee shall perform a Self Pre-survey of all routes where it proposes to Overlash cable to its existing licensed facility and provide written results (Form 5) to the Verizon New England Inc. RCE.
- b) Licensee will submit a written request (Form 8) to Verizon New England Inc RCE to arrange for a Pre-construction Survey of all locations where Licensee has determined Subsequent Make-ready Work is necessary by Verizon New England Inc. to accommodate Licensee’s proposed work. Licensee will submit Form 12 and an advance payment to Verizon New England Inc. to cover the applicable charges for the Pre-construction Survey.
- c) Verizon New England Inc. RCE will notify the Licensee of the applicable charges for any type of Make-ready Work via (RCETEMP6 and Form 13).
- d) Licensee will submit a signed (Form 13) and a check covering Make-ready work charges.
- e) Verizon New England Inc. RCE will provide the Licensee with an associated work schedule and estimated construction completion date for the Make-ready Work via (RCETEMP7).
- f) Licensee may proceed to place the overlashed cable in sections of aerial facilities requiring no Make-ready Work. Licensee may proceed to place the overlashed cable in sections of aerial facilities requiring Make-ready Work when all parties affected concur that a non-compliance will either be corrected by the Licensee concurrently with the Overlash project, or by any other attacher, Joint Owner or Joint User after the Overlash project has been completed.
- g) Licensee shall notify Verizon New England Inc. in writing (Form 8) that the Overlash project has been completed. Verizon New England Inc. may perform a Post-construction Inspection of the poles included in the Licensee’s Overlash project within ninety (90) days of receipt of (Form 8).

- 1) If Verizon New England Inc. performs a Post-construction Inspection of the poles involved in the Licensee's Overlash project and all work is in compliance with the requirements and specifications, the cost of the inspection will be borne by Verizon New England Inc. and no further Post-construction Inspection will be required. Verizon will provide the Licensee with the written results of the inspection (Form 11 and Form 9PCI) within thirty (30) days.
- h) If Verizon New England Inc. performs the Post-construction Inspection of the poles involved in the Licensee's Overlash project and determines that Licensee's work is not in compliance, Licensee will pay Verizon New England Inc. for the inspection of those poles found in noncompliance. Verizon will provide the Licensee with the charges for the inspection via (RCETEMP 4). In addition, Verizon New England Inc. may perform and Licensee will prepay for the Post-construction Subsequent Inspection of those poles found to be in noncompliance in order to ensure that the Licensee has brought its facilities into compliance. Verizon New England Inc. will provide Licensee with the results of the inspection, (Form 11 and Form 9 SI), within thirty (30) days of the inspection in order that the Licensee may bring its facilities into compliance.
- i) Verizon New England Inc. will continue to conduct Post-construction Subsequent Inspections until all of Licensee's facilities as a result of the Overlash project have been made compliant. If the results of the Post-construction Subsequent Inspections show results that are in non-compliance with the aforementioned requirements and specifications, Licensee shall correct such non-conforming condition within thirty (30) days of written notification (Form 9 SI) from Verizon New England Inc. RCE. Where Licensee fails to correct the stated non-compliant condition within thirty (30) days, Verizon New England Inc. may revoke Licensee's right to perform Overlash Self Pre-survey and Licensee shall be responsible for any costs associated with correcting such non-compliant conditions.



**APPENDIX VII**  
**Procedure for obtaining an Attachment License**  
**For the Installation of Power Supplies**

**1 – SCOPE**

In the process of providing or upgrading service, it may be necessary for a Licensee to place power supplies requiring a Pole Attachment License.

**2 – DEFINITIONS**

- a) Power Supply-** Any of Licensee's facilities in direct contact with or supported by a utility pole including a piece of equipment, cabinet, or associated apparatus for the purpose of providing power for Licensee's facilities, with the exception of any cable attachments.
- b) Self-survey-** The performance of a field review by a Licensee to survey the pole locations where proposed Power supplies are planned to determine if any Make-ready Work is required. The licensee shall adhere to all requirements of the most recent edition of the National Electrical Safety Code (NESC) and the "Manual of construction Procedures" (Blue book). published by Telcordia Technologies Inc. This survey is performed without the presence of a Verizon New England Inc. representative and the results of the Self Pre-survey shall be provided to the Verizon New England Inc. License Administration Group (LAG) with documentation of any Make-ready Work required before License begins any work relative to placement of the Power Supply.

**3 – SPECIFICATIONS**

License shall conform to the terms and conditions contained within the Specifications Sections of the most current Pole Attachment Agreement, including:

The National Electrical Safety Code (NESC)  
"Manual of construction Procedures" (Blue Book), Published by  
Telcordia Technologies Inc. – Section 13

**4 – APPLICATION**

Licensee shall provide Verizon New England Inc. with a completed Pole Attachment License Application for all pole locations where it proposes to make its Power Supply attachments – Form 10 for each pole location on its License Application. In addition, the Licensee shall provide the following information:

- a)** An approved Power Company Power Supply installation diagram and associated specifications must be included if not already on file with Verizon New England Inc.'s Reimbursable Construction Engineer (RCE). Verizon New England Inc.'s RECs will retain this master copy for each individual power company. Licensee is responsible for updating this information as installation diagrams and specifications change.
- b)** If pole Make-ready Work is required, Licensee shall submit a separate application listing those locations in need of Make-ready Work, along with a

- check to Verizon New England to cover the cost of a field survey using the unit cost pricing schedule.
- c) Licensee shall not place any Power Supply until Licensee has received a Pole Attachment License for the pole location identified in the Application for the Pole Attachment License.

## 5 – PROCEDURE

The following procedure shall be followed when Licensee perform Self Pre-surveys For Power Supplies:

- a) Licensee shall perform a Self Pre-survey of all poles where it proposes to Place Power Supplies.
- b) Licensee shall submit a Pole Attachment License Application consisting of Form 1, Form 5, and Form 10 for those poles where no Make-ready Work is Required to place a Power Supply as a result of the Self Pre-survey. Verizon New England LAG will then issue the Pole Attachment License for the Licensee's Power Supply.
- c) Licensee shall submit a Pole Attachment License Application consisting of Form 1, Form 2, Form 4, Form 5 and Form 10 to Verizon New England Inc.'s LAG to arrange for a Pre-construction Survey of all locations where Licensee has determined Make-ready Work is required by Verizon New England as a result of the Self Pre-survey to accommodate Licensee's proposed work.
  - 1) Licensee will issue an advance check to the Verizon New England LAG to cover the applicable charges for the Pre-construction Survey the Verizon
  - 2) Upon receipt of the check for the Pre-construction Survey the Verizon New England RCE will contact the power company and the Licensee to arrange a date for a field survey. The survey will be performed to determine the scope of make-ready Work necessary to provide the required clearances for the Licensee's Power Supply.
  - 3) Upon completion of the field survey, Verizon New England LAG shall notify the Licensee via Form 4 of any Make-ready Work charges. The Licensee shall submit to the LAG advance check and a signed Form 4 prior to Verizon New England Inc. commencing any Make-ready Work.
  - 4) Upon receipt of the check for the Make-ready Work the Verizon new England LAG will provide the Licensee with an associated work schedule and estimated construction completion date for the Make-ready Work.
  - 5) Once all required make-ready Work has been completed, Verizon New England LAG will then issue the Pole Attachment License for the Licensee's Power Supply.
- d) Licensee shall submit written notification (Form 8) within 30 (thirty) days to Verizon New England Inc. RCE after their Power Supply attachments have been completed.
- e) Verizon New England may perform a Post-construction Inspection of the poles included in the Licensee's Power Supply project within 90 (ninety) days of receipt of Form 8. Upon receipt of Form 9 PCI and RCETEMP4, Licensee shall pre-pay Verizon New England for the Post construction Inspection.
  - 1) If Verizon New England performs a Post-construction Inspection and all

- work is in compliance with the requirements and specifications, no further inspection will be required. Verizon will provide the Licensee with the results of the inspection (Form 5 and Form Form 9 PCI) within 30 (thirty) days.
- 2) If Verizon New England Inc. performs the Post-construction Inspection and determines that any of Licensee's Power Supply work is not in provide Licensee with the results of the inspection via Form 11 and Form 9 within 30 (thirty) days in order that the Licensee may bring its facilities into compliance
- 3) Verizon New England Inc. will continue to conduct Post Construction Subsequent Inspections until all of Licensee's facilities as a result of the Power Supply project have been made compliant. Licensee shall prepay Verizon New England for the cost of performing all subsequent inspections. If the results of the Post Construction Subsequent Inspections show results that are in non-compliance with the requirements and specifications, Licensee shall correct such non-conforming condition within 30 (thirty) days of written notification from Verizon New England Inc. RCE. Verizon New England Inc. RCE will provide Licensee with the results of the Subsequent Inspections via Form 11 and Form 9 SI to allow the Licensee to bring its facilities into compliance.
- f) Licensee shall correct any non-conforming condition within thirty (30) days of written notification from Verizon New England. Where Licensee fails to correct stated non-conforming condition within thirty (30) days, Verizon New England may revoke Licensee's future right to perform Self Pre-survey of Power Supplies. Licensee shall be responsible for any costs associated with correcting such non-conforming conditions.
- g) If at anytime in the future, following the attachment of a Power Supply, Verizon New England requests the Licensee to either reconfigure its equipment, or locate to a new pole, the Licensee agrees to perform this work within thirty (30) days of any such request at the Licensee's expense.
- h) No Power Supply construction shall take place on any pole requiring Make-ready Work until any such work has been paid for in advance, completed by Verizon New England, and the Licensee has been notified of its completion by Verizon New England.
- i) If a Power supply is placed before a license is issued, its presence shall be Considered as unauthorized and charges shall be as specified for unauthorized attachments in ARTICLE IX-UNAUTHORIZED ATTACHMENTS in the POLE ATTACHMENT AGREEMENT.

## **APPENDIX VIII**

### **Job Aid For Request To Records**

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

#### **REQUESTS**

The process begins with the request from the customer to the RCE (Reimbursable Construction Engineer), which may be directed to the Design Administrator Group for the specific area where the request is made.

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.

Verizon New England Inc. will make the conduit records available within a reasonable time frame (normally five day turn around) upon receipt of the **written request**, for the specific areas mentioned in the letter. As VERIZON NEW ENGLAND INC. 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, if involved, will secure a Keep Cost Number from the area Reimbursable construction Engineer for each new customer request or for each municipality 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 for six months (January through June, July through December) and should be used for subsequent requests from the same customer or municipality.

VERIZON NEW ENGLAND INC. 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 VERIZON NEW ENGLAND INC.

The design administrator or RCE 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 disclosure there is a space to enter the price being charged.

There are three Non-Disclosure Agreements as follows:

**Non-disclosure 1** is for the 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 the 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**

Normally conduit plats do not contain information that is considered proprietary therefore scrubbing (removal) is not required.

### **STAMPING OF PLATS**

Plats should be stamped indicating “This record is for preliminary design purposes only and does not preclude the need for field survey and measurement.” These stamps have been provided to the various Design Administrator and RCE groups.

### **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 customer.

### **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.

**Utilization of the CONDUIT PLAT REQUEST LOG is mandatory for tracking the details associated with these requests for records and must be maintained for Regulatory purposes.**

### **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.