

POLE ATTACHMENT AGREEMENT

DATED _____

BETWEEN

WEST BOYLSTON MUNICIPAL LIGHT PLANT (LICENSOR)

AND

(LICENSEE)

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POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__ by and between the West Boylston Municipal Light Plant a Massachusetts municipal light plant, having a business address at 4 Crescent St, West Boylston, MA 01583 (hereinafter referred to as the “Licensor”) and _____ organized and existing under the laws of _____, having a business address at _____ (hereinafter called the “Licensee”).

WITNESSETH

WHEREAS, Licensee for its own use desires to place and maintain cables, equipment, and facilities for wireline service on poles of Licensor in the communications space, specifically in the Town of West Boylston, Massachusetts; 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 in the communications space subject to the terms of this Agreement;

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

ARTICLE I DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- (A) Anchor Rod. A metal rod connected to an anchor and to which a guy strand is attached. Also known as a “guy rod”.
- (B) Attachment. Any wire or cable for transmission of intelligence by telegraph, wireless communication, telephone and television, including cable television, or for the transmission of electricity for light, heat, or power and any related device, apparatus, appliance or equipment installed upon any pole owned or controlled, in whole or in part, by Licensor. For the purposes of this Agreement, the term Attachment does not include facilities and equipment for wireless service.
- (C) Guy Strand. A metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.
- (D) Joint Owner. A person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.
- (E) Make-Ready Work. The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of pole or any other changes) to accommodate the Licensee’s Attachments, including overlashed facilities to the Licensee’s Attachments and

suspension strands or cable, on Licensor's pole.

- (F) Field Survey Work or Survey Work. A survey of the poles on which Licensee wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required Attachment, and to provide the basis for estimating the cost of this work.
- (G) Other Licensee. Any entity, other than Licensee herein or a joint user, to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.
- (H) Joint User. A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles and anchor rods owned by each party.
- (I) Suspension Strand. A metal cable of high tensile strength attached to pole and used to support communications facilities. Also known as "Messenger Cable".
- (J) Identification Tags. Identification tags are used to identify Licensee's plant. Identification tags shall be made of polyethylene and polyvinyl chloride with ultraviolet inhibitors. The two types of Identification tags are cable and apparatus tags as described in Appendix III, Form D.
- (K) Overlash. Any single strand, hardware, cable, wires and/or apparatus owned by Licensee which is attached to any strand, hardware, cable, wires and/or apparatus which is owned by either the Licensee or another licensee and installed pursuant to a valid license under this Agreement. For purposes of this Agreement, an overlash shall not constitute a separate Attachment for purposes of the Annual Attachment Fee as set forth in Appendix I, but shall be subject to notice, authorization and make-ready requirements under this Agreement.

ARTICLE II

SCOPE OF AGREEMENT

- (A) Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful communications purpose, revocable, non-exclusive licenses authorizing the attachment of Licensee's Attachments to Licensor's poles in the communications space on such poles in the Town of West Boylston, Massachusetts. This Agreement does not govern licenses for the attachment of Licensee's wireless facilities and equipment to Licensor's poles.
- (B) This Agreement supersedes any and all previous aerial agreements between Licensor and Licensee. This Agreement shall govern all existing licenses for Attachments between Licensee and Licensor as well as all licenses for Attachments issued subsequent to execution of this Agreement.

- (C) No use, however extended, of Licensors poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a revocable license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Licensors rights to use the public or private property at the location of Licensors poles.
- (D) Nothing contained in this Agreement shall be construed to compel Licensors to construct, retain, extend, place or maintain any pole, or other facilities not needed for Licensors own service requirements.
- (E) Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensors with respect to any agreement(s) and arrangement(s) which Licensors has heretofore entered into, or may in the future enter into with others not parties to this Agreement regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s) between Licensors and any joint owner(s) or joint user(s) of Licensors poles.

ARTICLE III FEES AND CHARGES

- (A) Licensee agrees to pay to Licensors the fees and charges as specified in and in accordance with the terms and conditions of APPENDIX I, attached hereto and made a part hereof.
- (B) Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement.
- (C) Licensee shall furnish a Surety Bond or irrevocable Letter of Credit satisfactory to the Licensors to guarantee the payment of any sums which may become due to Licensors for Attachment Fees due hereunder and any other charges for work performed or to be performed for Licensee by Licensors, including the removal of Licensee's facilities upon termination of any authorization issued hereunder, according to the following criteria:

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

The maximum security limit required is \$500,000. If the financial security is in the form of a bond, irrevocable Letter of Credit, or other security as deemed acceptable by Licensors, such instrument shall be issued by a surety company or bank satisfactory to the

Licensor and shall guarantee Licensee's obligations under the agreement. The Licensee is obligated to maintain the security in the full amount for the term of the agreement. The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee. The financial security requirement may be waived in writing by Licensor and reinstituted at any time for any or no reason if waived. If financial security is required by Licensor hereunder, then Licensee shall provide such security to Licensor before Licensee attaches to any of Licensor's poles or within fifteen (15) days of any request to provide such security if it was not required when Licensee initially attached to Licensor's poles.

- (D) The Licensor may change the amount of 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. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such sixty-day notice period if the change in fees and charges is not acceptable to Licensee; provided Licensee gives Licensor written notice of its election to terminate this Agreement at least thirty (30) days prior to the end of such sixty-day period.
- (E) Changes or amendments to APPENDIX I shall be effected by the separate execution of APPENDIX I as so modified. The separately executed APPENDIX I shall become a part of and be governed by the terms and conditions of this Agreement. Such changes or amendments shall become effective within sixty (60) days and shall be presumed acceptable unless within that period Licensee advises Licensor in writing that the changes and amendments are unacceptable and, in addition, within thirty (30) days thereafter submits the issue to the regulatory body asserting jurisdiction over this agreement for decision.

ARTICLE IV

ADVANCE PAYMENT

- (A) Licensee shall make an advance payment to the Licensor prior to:
 - (1) any undertaking by Licensor of the required field survey [See Article VIII par. (A)] in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete such survey.
 - (2) any performance by Licensor of any Make-Ready Work required in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete the required Make-Ready Work.
- (B) The amount of the advance payment required will be credited against the full cost to Licensor for performing such work or having such work performed by others plus, unless waived by Licensor, an amount equal to ten (10%) percent of Licensor's full cost.

- (C) Where the advance payment made by Licensee to Licensor for field survey or Make-Ready Work is less than the full cost to Licensor for such work, Licensee agrees to pay Licensor all sums due in excess of the amount of the advance payment.
- (D) Where the advance payment made by Licensee to Licensor for field survey or Make-Ready Work exceeds the full cost to Licensor for such work, Licensor shall refund the difference to Licensee, unless a balance for Annual Attachment Fees specified in Appendix I or other charges hereunder remain outstanding, in which case, Licensor may apply the difference to offset the outstanding balance.

ARTICLE V SPECIFICATIONS

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

ARTICLE VI

LEGAL REQUIREMENTS

- (A) Licensee makes the following representations and warranties: (a) Licensee is either: (i) a registered telecommunications provider in the Commonwealth of Massachusetts, (ii) a cable operator with a valid license from the Town of West Boylston to provide cable services in the Town of West Boylston, or (iii) a Massachusetts electric company or municipal light plant that requires the use of Licensor's poles to provide electric service to customers in its service territory; (b) Licensee qualifies as a "Licensee" pursuant to M.G.L. c. 166, § 25A or applicable laws or regulations; and (c) Licensee will use Licensor's poles exclusively for "Attachments" as defined by M.G.L. c. 166, § 25A or applicable laws or regulations, and as authorized by Licensor pursuant to the terms and conditions of this Agreement.
- (B) Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its Attachments on public and private property at the location of Licensor's poles which Licensee uses and shall submit to Licensor evidence of such authority, in such form acceptable to Licensor, before making Attachments on such public and/or private property.
- (C) Licensee shall be required to obtain separate authorization from any Joint Owner to attach its facilities to any of Licensor's jointly owned poles. Prior to the granting of any license hereunder, Licensee shall furnish written proof of such permission, in such form satisfactory to the Licensor, as set forth in Appendix III, Form A-1.
- (D) The parties hereto shall at all times observe and comply with, and the provisions of the Agreement are subject to, all laws, by-laws, and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, by-laws or regulations remain in effect.
- (E) No license granted under this Agreement shall extend to any of Licensor's poles where the placement of Licensee's Attachments would result in a forfeiture of the rights of Licensor or joint users to occupy the property on which such poles are located. If placement of Licensee's Attachments would result in a forfeiture of the rights of Licensor, joint owners or joint users, or all of them, to occupy such property, Licensee agrees to remove its Attachments forthwith; and Licensee agrees to pay Licensor, joint owners or joint users, as applicable, all losses, damages, and costs incurred as a result thereof.

ARTICLE VII ISSUANCE OF LICENSES

- (A) Before Licensee shall attach to any pole, Licensee shall make application for and have received a license therefor in the form of APPENDIX III, Forms A-1 and A-2.

- (B) Licensee agrees to limit the filing of applications for pole attachment licenses to include not more than 300 poles on any one application and 2,000 poles on all applications which are pending approval by Licensor at any one time. Licensee further agrees to designate a desired priority of completion of the field survey and Make-Ready Work for each application relative to all other of its applications on file with Licensor at the same time.
- (C) Prior to the issuance of any licenses hereunder, Licensee shall have obtained the necessary authorizations and shall have provided to Licensor acceptable proof of such authorizations as set forth in Article VI and Appendix III, Form A-1.

ARTICLE VIII POLE MAKE-READY WORK

- (A) A field survey will be required for each pole for which attachment or overlash is requested to determine the adequacy of the pole to accommodate Licensee's Attachments or overlash. The field survey will be jointly performed by representatives of Licensor and Licensee, with participation by the Joint Owner and/or Joint User, at Licensor's option. A separate field survey may be required by any Joint Owner. In addition, Licensee shall submit to Licensor an anchor design and analysis for each Attachment and for each pole for which Licensee seeks a license.
- (B) Licensor reserves the right to refuse to grant a license for attachment to a pole or authorize Licensee to overlash its facilities if Licensor determines that (i) there is insufficient capacity in the communications space on such pole; (ii) reasons of safety, reliability or generally applicable engineering standards preclude such attachment or overlash; or (iii) for other good cause shown. In the event insufficient capacity exists, Licensor will install a replacement pole not exceeding 45 feet to accommodate Licensee's facilities at Licensee's sole cost and expense, provided that Licensee obtains authorizations by the Town of West Boylston in accordance with M.G.L c. 166, § 22. In its sole discretion, Licensor may install a replacement pole in excess of 45 feet, if the height of the replacement pole is uniform with the surrounding poles, and Licensor determines, in its sole discretion, that the height of the replacement pole would not place an undue burden or expense on the Licensor with respect to maintaining its own attachments and facilities or jeopardize the safety of Licensor's employees.
- (C) In the event Licensor determines that a pole to which Licensee desires to make attachments or overlash its attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Attachments or overlashed facilities of Licensee in accordance with the specifications set forth in Article V, Licensor will indicate on the Authorization for Pole Make-Ready Work (Appendix III, Form B-2) the estimated cost of the required Make-Ready Work and return it to Licensee.
- (D) Any required Make-Ready Work will be performed by Licensor following receipt by Licensor of completed Form B-2. Nothing in this Agreement authorizes Licensee to perform

any Make-Ready Work to Licensor's poles. Licensee shall pay Licensor for all Make-Ready Work completed in accordance with the provisions of APPENDIX I, and shall also reimburse the owner(s) of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging such facilities to accommodate Licensee's Attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for pole replacements or for rearrangement of Attachments on Licensor's poles by reason of the use by the Licensor or other authorized user(s) of any additional space resulting from such replacement or rearrangement.

- (E) Should Licensor, or another party with whom it has a joint use agreement, for its own service requirements, need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will either rearrange its Attachments on the pole or transfer them to a replacement pole as determined by Licensor so that the additional facilities of Licensor or joint owner or joint user may be attached. The rearrangement or transfer of Licensee's Attachments will be made at Licensee's sole expense. If Licensee does not rearrange or transfer its Attachments within fifteen (15) days after receipt of written notice from Licensor requesting such rearrangement or transfer, Licensor, joint owner or joint user may perform or have performed such rearrangement or transfer and Licensee agrees to pay the costs thereof.
- (F) Licensor may, when it deems an emergency to exist, rearrange, transfer or remove Licensee's Attachments to Licensor's poles, at Licensee's expense, and without any liability on the part of the Licensor for damage or injury to Licensee's Attachments. Licensor will endeavor to avoid damage to Licensee's Attachments, but Licensor does not warrant or guarantee that Licensee's cable will not be cut or removed or that Licensee's Attachments otherwise will be free from damage or injury and Licensor disclaims all liability therefor.
- (G) License applications received by Licensor from two or more licensees for attachment accommodations on the same pole, prior to the commencement of any field survey or Make-Ready Work required to accommodate any licensee, will be processed by Licensor in accordance with the procedures detailed in APPENDIX II attached hereto.
- (H) In performing all Make-Ready Work to accommodate Licensee's Attachments, Licensor will endeavor to include such work in its normal work load schedule.
- (I) Licensee may attach its guy strand to Licensor's existing anchor rod at no charge where Licensor determines that adequate capacity is available; provided that Licensee agrees to secure any necessary right-of-way therefore from the appropriate property owner and Licensee shall tag its guy strand using Appendix III, Form D. Should Licensor, or joint user or joint owner, 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 rearrange its guy strand on the anchor rod or transfer it to a replacement anchor as determined by Licensor. The cost of such rearrangement and/or transfer, and the placement of a new or replacing anchor will be at the sole expense of Licensee, which Licensee agrees to pay. If Licensee does not rearrange or transfer its guy strand within fifteen (15) days after receipt of written

notice from Licensor regarding such requirement, Licensor, joint owner or joint user may perform, or have performed, the work involved and Licensee agrees to pay the full costs thereof.

ARTICLE IX CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS

- (A) Licensee shall, at its own expense, construct and maintain its Attachments on Licensor's poles in a safe condition and in a manner acceptable to Licensor, so as not to conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereon.
- (B) Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Licensee's Attachments. Where multiple licensees' Attachments are involved, Licensor will attempt, to the extent practical, to designate the same relative position on each pole for each licensee's Attachments.
- (C) Licensee shall obtain specific written authorization from Licensor before relocating, materially altering, or replacing its Attachments or overlashing its own cable on Licensor's poles.
- (D) All tree trimming made necessary, in the opinion of the Licensor, by reason of the Licensee's proposed Attachments at the time of attachment or thereafter, provided the owner(s) of such trees grants permission to the Licensee, shall be performed by contractors approved by Licensor, at the sole cost, expense and direction of the Licensee, except such trimming as may be required on Licensee's customers' premises, to clear Licensee's cable drops, which trimming shall be done by the Licensee at its expense.
- (E) In performing work on Licensor's poles, Licensee shall use vehicles that clearly and conspicuously display the name of the Licensee and its contact information so as to readily allow identification. Licensee's workers also shall carry positive photo identification displaying the name of the worker and the name of the company for who such worker is employed and such worker shall present such identification upon request.
- (F) Licensee, at its expense, will remove its Attachments from any of Licensor's poles within fifteen (15) days after termination of the license covering such Attachments. If Licensee fails to remove its Attachments within such fifteen (15) day period, Licensor shall have the right to remove such Attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's Attachments.
- (G) Licensee shall coordinate all construction, maintenance, transfer and removal activities through participation in the InQuest system or such other data management system utilized by the Licensor.

ARTICLE X TERMINATION OF LICENSE

- (A) Any license issued under this Agreement shall automatically terminate when Licensee ceases to have authority to construct, operate and/or maintain its Attachments on the public or private property at the location of the particular pole covered by the license or otherwise ceases to be entitled to access to Licensors poles pursuant to applicable laws or regulations.
- (B) Upon written notice, Licensors shall have the right to terminate any license, authorizations and/or rights granted under provisions of this Agreement where:
- The Licensees facilities are maintained or used in violation of any law or in aid of an unlawful act or undertaking;
 - The Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations thereunder;
 - The Licensee attaches to a utility pole and/or anchor or a tension strand or cable attached to Licensors utility pole or anchor, without having first been issued authorization therefore;
 - The Licensee ceases to provide its services;
 - The Licensees attachments are used by others not a party to this Agreement without written authorization by Licensors;
 - The Licensee sublets or apportions part of the licensed pole attachment to an entity not a party to this Agreement; and/or
 - The Licensee fails to pay any sum due or to deposit any sum required under this Agreement, or shall fail to maintain satisfactory surety as required by the Agreement.
- (C) Licensee may at any time remove its Attachments from a pole after first giving Licensors written notice of such removal (APPENDIX III, Form C). Following such removal, no attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

ARTICLE XI INSPECTIONS OF LICENSEE'S ATTACHMENTS

- (A) Licensors reserves the right to make periodic inspections of any part of Licensee's Attachments, including guying, attached to Licensors poles or a tension strand or cable attached to Licensors utility pole or anchor, and Licensee shall reimburse Licensors for the expense of such inspections.
- (B) The making of periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

- (C) Any charge imposed by Licensor for such inspections shall be in addition to any other sums due and payable by Licensee under this Agreement. No act or failure to act by Licensor with regard to said charge or any unlicensed use by Licensee shall be deemed as a ratification or the licensing of the unlicensed use; and if any license should subsequently be issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

ARTICLE XII UNAUTHORIZED ATTACHMENTS

- (A) If any of Licensee's Attachments shall be found attached to Licensor's poles for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement (including termination) or otherwise, may impose a charge and require Licensee to submit in writing, within fifteen (15) days after receipt of written notification from Licensor of the unauthorized Attachment, a pole attachment application. If such application is not received by the Licensor within the specified time period, Licensee shall remove its unauthorized Attachment, including any overlashed facilities, within fifteen (15) days of the final date for submitting the required application, or Licensor may remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.
- (B) For the purpose of determining the applicable charge, absent satisfactory evidence to the contrary, the unauthorized Attachment shall be deemed as having existed since the date of this agreement, and the fees and charges as specified in APPENDIX I, shall be applicable thereto and due and payable forthwith whether or not Licensee is permitted to continue the Attachment.

ARTICLE XIII LIABILITY AND DAMAGES

- (A) Licensor reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications services arising in any manner out of the use of Licensor's poles, except if caused by Licensor's sole gross negligence or willful misconduct.
- (B) Licensee shall exercise precaution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and Licensee assumes all responsibility for any and all loss from such damage caused by Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.

- (C) Except, as may be caused by the sole and gross negligence or willful misconduct of Licensor, Licensee shall defend, indemnify and save harmless Licensor against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against Licensor by reason of (a) any work or thing done upon the poles licensed hereunder or any part thereof performed by Licensee or any of its agents, contractors, servants, or employees; (b) any use, occupation, condition, operation of said poles or any part thereof by Licensee or any of its agents, contractors, servants, or employees; (c) any act or omission on the part of Licensee or any of its agents, contractors, servants, or employees, for which Licensor may be found liable; (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by Licensee or any of its agents, contractors, servants, or employees; (e) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement, (f) payments made under any Workers' Compensation Law or under any plan for employees disability and death benefits arising out of any use of the poles by Licensee or any of its agents, contractors, servants, employees or by (g) the erection, maintenance, presence, use, occupancy or removal of Licensee's Attachments by Licensee or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to Licensor's poles.
- (D) Licensee shall indemnify, save harmless and defend Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's Attachments, including, but not limited to, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's Attachments in combination with Licensor's poles, or otherwise.
- (E) The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued thereunder.

ARTICLE XIV INSURANCE

- (A) Licensee shall carry insurance issued by an insurance carrier satisfactory to Licensor to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article XIII preceding.
- (B) The amounts of such insurance, without deductibles:
- (1) against liability due to damage to property shall not be less than \$5,000,000 as to

- any one occurrence and \$5,000,000 aggregate, and
- (2) against liability due to injury to or death of persons shall be not less than \$5,000,000.00 as to any one person and \$5,000,000.00 as to any one occurrence.
- (C) Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.
- (D) All insurance must be effective before Licensor will authorize Licensee to make Attachments to any pole and shall remain in force until such Attachments have been removed from all such poles.
- (E) Licensee shall submit to Licensor certificates of insurance including renewal thereof, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; and that such certificates will name the Licensor as an additional insured under the public liability policy and that it will not cancel or change any such policy of insurance issued to Licensee except after the giving of not less than 30 days' written notice to Licensor.
- (F) Licensee shall provide Licensor with prompt written notice in the event that the policy or policies of insurance required hereunder will be canceled or changed so that the requirements of this Article no longer will be satisfied.

ARTICLE XV 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.

ARTICLE XVI ASSIGNMENT OF RIGHTS

- (A) Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's successors and assigns, without the prior written consent of Licensor. Any purported assignment of this Agreement not in compliance with the provisions of this Article shall be null and void.
- (B) Licensee shall provide advanced written notice to the Licensee of any change in control over Licensee, including any consolidation, amalgamation, merger, or transfer of assets to another entity.
- (C) In the event such written consent or consents are granted by Licensor, then this Agreement shall extend to and bind the successors and assigns of the parties hereto, except that no assignment, pledge or other transfer of this Agreement shall operate to release the

Licensee from any of its obligations under this Agreement unless the Licensors consents in writing to the assignment, pledge or other transfer and expressly releases the Licensee.

- (D) Pole space licensed to Licensee hereunder is for Licensee's use only, and Licensee shall not lease, sublicense, share with, convey or resell to others any such space or rights granted hereunder.
- (E) Upon request, Licensors may require Licensee to provide proof of compliance with this Article XVI, in such form acceptable to the Licensors.

ARTICLE XVII FAILURE TO ENFORCE

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

ARTICLE XVIII TERMINATION OF AGREEMENT

- (A) If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, or if Licensee's facilities are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensors to correct such default or noncompliance, Licensors may at its option forthwith terminate this Agreement and all authorizations granted hereunder, or the authorizations covering the poles as to which such default or noncompliance shall have occurred.
- (B) If, at any time, Licensors is notified that the policy or policies of insurance required under ARTICLE XIV hereof will be canceled or changed so that the requirements of ARTICLE XIV will no longer be satisfied, then Licensors may immediately terminate this Agreement and all licenses issued hereunder unless prior to the effective date thereof, Licensee shall furnish to Licensors certificates of insurance including insurance coverage in accordance with the provisions of ARTICLE XIV hereof.
- (C) In the event of termination of this Agreement, Licensee shall remove its Attachments from Licensors's poles within six (6) months from date of termination; provided, however, that Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensors until Licensee's Attachments are removed from Licensors's poles.
- (D) If Licensee does not remove its Attachments from Licensors's poles within the applicable time periods specified in this Agreement, Licensors shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensors to Licensee therefore; and Licensee shall be liable for and pay all fees pursuant to the terms of this

Agreement to Licensor until such Attachments are removed.

- (E) This Article XVIII shall survive early termination or expiration of this Agreement.

ARTICLE XIX TERM OF AGREEMENT

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

ARTICLE XX NOTICES

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

To Licensee:

Direct: _____

To Licensor: West Boylston Municipal Light Plant
Attention: General Manager
4 Crescent Street
West Boylston, MA 01583

ARTICLE XXI AMENDMENT

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

ARTICLE XXII GOVERNING LAW, JURISDICTION AND VENUE

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

of Massachusetts, and all parties irrevocably consent to the jurisdiction of such forum.

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

WEST BOYLSTON MUNICIPAL LIGHT PLANT

By _____
(Title) _____
Date of Execution: _____

[LICENSEE] _____

By _____
(Title) _____
Date of Execution: _____

APPENDIX I
SCHEDULE OF FEES AND CHARGES

Pole Attachments

(A) Attachment

1. General

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

2. Annual Attachment Fee

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

\$ per Attachment per solely-owned West Boylston Municipal Light Plant pole

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

(B) Other Charges

Computation

All charges for field 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 plus, unless waived by Licensor, an amount equal to ten (10%) percent of Licensor's full cost.

(D) Payment Date

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

APPENDIX II

MULTIPLE POLE ATTACHMENT LICENSE APPLICATIONS

Procedure for Processing Multiple Pole Attachment License Applications

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

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

APPENDIX III

Index of License Application Forms

Application and Pole Attachment License	A-1
Pole Details	A-2
Authorization for Field Survey Work	B- 1
Authorization for Pole Make-Ready Work	B-2
Notification of Discontinuance of Use of Poles	C
Identification Tags	D

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

1. At the time any Licensee anticipates a request for a new license, it should (pursuant to Article VII) submit to Licensors: Form A-1 (Application and Pole Attachment License) and Form A-2 (Pole Details) - (pursuant to Article VIII) Form B-1 (Authorization for Field Survey Work), and Form B-2 (Authorization for Pole Make-Ready Work).
2. Licensors shall fill out Part I of Form B-1 (Authorization for Field Survey Work). If Licensee agrees to the field survey estimate, it will fill out, execute and return the form to the Licensors with the appropriate fee.
3. Licensors shall fill out Form B-2 (Authorization for Pole Make-Ready Work) when appropriate. If Licensee agrees to the make-ready changes, it will execute and return to the Licensors with the appropriate fee. (See Article VIII, par. D.)
4. After the completion of the Make-Ready Work, the Licensors shall complete Form A-1 with a license number, date and signature. Receipt of this executed Form A-1 by Licensee is Licensee's authorization to make the attachments described in the application.
5. Any time a Licensee discontinues the use of a pole or poles upon which it has a license, it shall submit Form C (Notification of Discontinuance of the Use of Poles) to Licensors in addition to a mark-up of the current Appendix III, Form A-2 delineating the discontinued Attachments.

APPLICATION AND POLE ATTACHMENT LICENSE

Licensee: _____

License Application Number: _____

Date of Application: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Tel. _____

Email: _____ Fax _____

ATTACH the Following (1) FORMS A-2 and A-3 – Pole Details, (2) Grant of Location from the Town of West Boylston for Attachments located on public ways, (3) Proof of Permission from Property Owner for Attachments located on private ways; (4) Proof of Registration with the Department of Telecommunications and Cable or Issuance of Cable License.

In accordance with the terms and conditions of the Pole Attachment Agreement between Licensor and Licensee, dated _____, 20__, application is hereby made for a license to make _____ Attachments to JO poles, _____ Attachments to SO poles, and _____ Power Supply attachments located in the Town of West Boylston, Massachusetts, as indicated on Form A-2 and A-3.

Licensee's Name (Print) _____ **Title** _____

Signature _____

***** **For Licensor use, do not write below this line** *****

Pole Attachment License Application Number _____ is hereby granted to make the Attachments described in this application for _____ Attachments to JO poles, _____ Attachments to SO poles, _____ Power Supply Attachments located in the Town of West Boylston, Massachusetts, as indicated on the attached Form A-2 and A-3.

Licensor's Name (Print) _____

Signature _____

Title _____

It is the Licensee's responsibility to submit an original copy of this application to West Boylston Municipal Light Plant. Individual applications must be numbered in sequential ascending order by Licensee for each License Agreement. Licensor will process applications in sequential ascending order according to the application numbers assigned by the Licensee.

Page ____ of ____

ITEMIZED POLE ATTACHMENTS

Licensee: _____

License Application Number: _____

Date of Application: _____

Add / Disc.	Pole #	Location	Attachment			Power Supply	LAN	DE / APP
			Fiber	Anchor	Guy			
Example: A	5-1	Center Street	X	A1	G1	N/A	BR-001	

- ID tags are required on all wire, anchors and guys
- Use Appendix III Form A-3 for anchor, guy and power supply - detail requests

POLE DETAILS

Anchors, Guys and Power Supply

Licensee: _____

License Application Number: _____

Date of Application: _____

[illegible]

AUTHORIZATION FOR FIELD SURVEY WORK

Licensee: _____

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

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

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

Licensor's Name (Print) _____

Signature _____

Title _____

Address _____

Tel. No. _____

Date _____

The required field survey covering License Application No. _____ is authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to Pole Attachment Agreement.

My anticipated date of attachment is _____

Licensee's Name (Print) _____

Signature _____

Tel. No. _____

Date _____

AUTHORIZATION FOR POLE MAKE-READY WORK

Licensee: _____

Field survey work associated with your License Application No. _____ dated,

_____, for attachment to poles has been completed.

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

Make-Ready Work	<u>Hours</u>	<u>Rate/Hour</u>	<u>Total</u>
Labor	_____	_____	\$ _____
Material			\$ _____
Sub Total			\$ _____
Plus 10% Administrative Compensation			\$ _____
TOTAL			\$ _____

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 License Application No. _____ are authorized and the costs therefore will be paid to Licensors in accordance with Appendix I to Pole Attachment Agreement.

Licensee's Name (Print) _____

Signature _____ Tel. No. _____

Title _____ Date _____

NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

This form is to be completed and mailed to West Boylston Municipal Light Plant at the address set forth below:

General Manager
West Boylston Municipal Light Plant
4 Crescent Street
West Boylston, MA 01583

Licensee: _____

License Application Number: _____

Date of Application: _____

In accordance with the terms of the Pole Attachment Agreement, dated _____, 20 __, (Article X, paragraph B) this serves as written notification from Licensee that Attachment(s) to the following pole(s) in the Town of West Boylston, Massachusetts, are being discontinued (removed) on _____, 20 _____. These Attachments are covered by license application number(s) _____.

Note: Submit changes to current Appendix III Form A-2 and attach.

Total number of Attachments to JO poles to be discontinued _____.

Total number of Attachments to SO poles to be discontinued _____.

Total number of Power Supplies to be discontinued _____.

Said license is to be canceled **in its entirety/partially** as above.

(circle one)

Licensee _____ Print Name _____

Signature _____ Tel. No. _____

Fax No. _____

Title _____ Date _____

To be completed by Licensor :

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

Licensor's Name _____ Print Name _____

Signature _____ Tel. No. _____

Fax No. _____

Title _____ Date _____

It is the Licensee's responsibility to submit an original copy of this form to West Boylston Municipal Light Plant.

1. GENERAL

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

2. DESCRIPTION OF TAGS

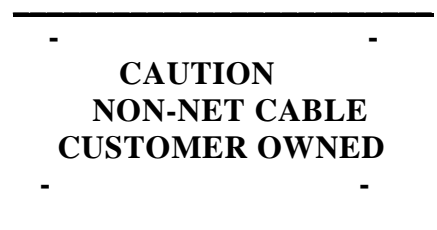


Figure I
Identification Cable Tags

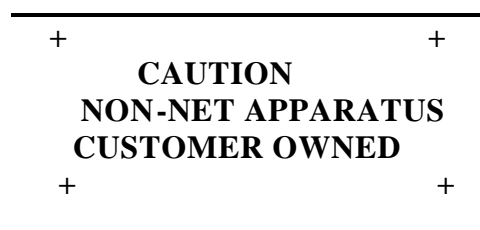


Figure II
Identification Apparatus Tags

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

The cable tag will be used on cables, and will read as follows:

"CAUTION: NON-NET CABLE. CUSTOMER OWNED." There will be a section at the bottom of the tag to place the owner's name, using indelible ink.

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

"CAUTION: NON-NET APPARATUS. CUSTOMER OWNED." This tag will also have a place at the bottom on the tag to write-the owner's name using indelible ink.

3. PROCUREMENT OF TAGS

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

4. INSTALLATION OF CABLE TAGS - AERIAL APPLICATION

The cable tag shall be placed on the bottom of the cable at the pole either under the suspension clamp or just between the suspension clamp and cable spacer. Such placement will make it visible from the ground that the cable is not owned by the Telephone Company. An E-Z twist cable tie shall be used to attach the cable tag.

At anchor and guy locations, the apparatus tag shall be placed between the device used to secure the strand (*i.e.*, strandwise, guy, grips or clamps) and the eye of the rod. If a guy shield

is in place, the apparatus tag can be attached at the top of the guy shield on the strand.

At terminal locations, the Identification tag shall be placed around the neck of the terminal, on the stub, An E-Z twist tie shall be used to attach this tag.

An Identification tag shall be placed on each cable at each pole that is on a separate suspension strand, if the lead is ten poles or less. If the lead is more than ten poles, it is permissible to place a tag on every fourth pole.