



Town of Shutesbury

P. O. Box 276
1 Cooleyville Road
Shutesbury, MA 01072
(413) 259-1214

December 1, 2020

Shonda D. Green
Department Secretary
Massachusetts Department of Telecommunications & Cable
1000 Washington Street, Suite 600
Boston, MA 02118

Subject: Petition to Remove Surety Bond Requirement for Utility License Agreements for Municipalities

Dear Ms. Green,

We hereby humbly petition the Department of Telecommunications & Cable to review the “reasonableness” of one particular item in the Terms and Conditions of our attachment agreement contracts with our three local utility companies.

Shutesbury was one of the early towns in Massachusetts to build a municipal broadband network and now 87% of our resident households rely on it to deliver their telecommunications. Our fiber cable system spans all 42 miles of our public roadways and is attached in the communications space of approximately 1500 utility poles.

Each and every one of these utility poles is jointly owned by Verizon and either National Grid or Eversource. In order to install our fiber network using their poles we expected that we would have to pay to the utilities “just and reasonable rates, terms and conditions” as regulated by the Department of Telecommunications & Cable. And we were happy to comply.

In 2017 we obtained license agreement contracts from each of these three utilities. Our MLP Board reviewed those contracts at the time, and we noted one particular item in the attachment agreements that did not seem reasonable to us.

Each standard agreement includes a requirement for the Town to maintain a surety insurance bond that guarantees to pay for all costs of removal of the municipal fiber network if the town ceases to comply with the license agreements - or if the Town declares bankruptcy and cannot pay for pole attachment rentals and/or fiber removal. The Town currently pays \$6,750 per year to an insurance company to maintain those surety bonds. See Surety Bond Clauses in the Appendix below.

At the time we inquired if it would be possible to amend any parts of the agreements before signing and were told that this was their well-established standard attachment agreement. The licensing agents assured that any proposed changes would have to go through an extensive legal review that would take several months. Our townspeople were desperate for reliable internet and we could not afford to delay the project further so we signed those standard agreements. We have not reached out to the three utility companies for a negotiation of the standard agreement in the intervening years because we found that trying to communicate with the utility companies throughout the make-ready process was an immense challenge and a drain on our Town's resources. As a mostly volunteer run committee we simply don't have the resources or lawyers to advocate with each individual utility and navigate the process of getting each agreement changed.

We therefore would like to file a petition respectfully requesting that the DTC review the surety bond requirement as it pertains to municipal entities, and consider whether it meets the DTC 220CMR standards of "reasonableness".

In support of our Petition for Review we submit that such surety bonds add an unnecessary and unreasonable expense to municipal broadband networks and should be waived for the Town of Shutesbury and for all municipalities for the following reasons:

- We submit that, because of the aforementioned difficulty for a small town to negotiate with a huge telecommunications company like Verizon, and because the very same situation applies to many other small towns in western Massachusetts, the DTC can obviate the need for every town to negotiate this specific matter with the utilities to individually obtain the required contractual modification.
- A Town is different than a typical communications company,. As evidence of that assertion we include some typical utility Pole Petitions (see Appendix: Pole Petitions). We routinely receive these petitions, submitted by utility corporations, requesting charters to place poles on the Town's public way. The language appears little changed from the 1920's to now. Every single petition for over 100 years proposes to "reserve space for one crossarm" on every pole for the Town to use for fire and police signal systems, but never stipulates any requirement for the Town to maintain a surety- bond for the removal of such equipment. We would submit that the reason there is no bond requirement is because of the implicit spirit of mutual benefit involved in the Town/utility relationship.
- Also, unlike other potential attaching entities like CATV, we build and maintain the public way at no cost to the utilities.
- The Town has not subsequently imposed any retaliatory or reciprocal bonding requirement on utility companies to require pole removal, even though telephone companies have occasionally declared bankruptcy and copper phonelines are becoming obsolete. The current utility bonding requirement is not reciprocal and is inconsistent with the spirit of the underlying Town pole charters.
- We agree that the surety bond requirement is quite necessary and reasonable for other entities such as CATV corporations who routinely use space on utility poles. These corporations are more transient and more subject to volatile market and technology forces than towns, which are more stable entities. (Consider the "1735" founding year reference in our Town seal above.)
- Even in the unlikely event that the Town did declare bankruptcy, the State would appoint an administrator that would by law, reorganize the Town's finances to meet all contractual obligations. Also, given that the municipal fiber system is a valuable asset that has long-term value and is compatible with FiOS and future 5G technologies, it would be sold and not removed.

Even if it had no further value as a communication system, it would make sense for the utility to leave it in place. This is because the galvanized steel support cable used by the relatively light fiber cable is located above the phone cable in all locations, and regularly protects the phone cable from falling trees. The Town's steel support cable and guys also add stability and significant strength to the utility pole system against storms, wind and tree falls.

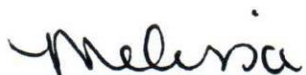
- The utility companies would not be negatively impacted by a waiver because they are never likely to have to exercise their rights against such a bond. It is money being paid to an insurance company for security against a supremely unlikely event. The utility does not get any of that money and is never likely to benefit. The only benefiting party is the insurance company. In effect, they sell the very same product twice! Consider if one of the utilities exercised their "cable removal for default" clause; there would be no cables left for the other utility to charge to remove.
- The Verizon and National Grid attachment license agreements for the University of Massachusetts, Amherst, do not entail an ongoing surety bond requirement, so there is precedent for a waiver/exceptions to the surety bond requirement for certain entities.
- Our National Grid attachment license agreement includes a clause that this insurance bonding requirement is potentially negotiable. (Section 3.3 of License Agreement, see Appendix).

Remedy Proposed: We respectfully request that the DTC instruct the utilities to amend our attachment agreements to waive all such ongoing surety bond requirements for the Town of Shutesbury, and for all towns in the Commonwealth who have municipal broadband networks.

We would also take this opportunity to gratefully acknowledge the excellent work of your department, as it carries out its crucial responsibilities to regulate the telecommunications infrastructure for the benefit and betterment of the whole Commonwealth. We would not otherwise have such a fantastic broadband system in our Town.

Respectfully,

The Shutesbury Select Board and MLP Manager



Melissa Makepeace-O'Neil,
Select Board, Chair



April Stein
Select Board



Rita Farrell
Select Board



Gayle Huntress

Town of Shutesbury

Municipal Light Plant Manager

413.887.8505

broadband@shutesbury.org

Appendix: National Grid, Surety Bond Excerpt

Section 3.0: FEES AND CHARGES

3.3 Licensee shall furnish bond or other satisfactory evidence of financial security in such form (APPENDIX III Form E hereto attached) and amount as Licensor from time to time may require, to guarantee the payment of any sums which may become due to Licensor for fees due hereunder or charges for work performed for the benefit of Licensee under this Agreement, including the removal of Licensee's Attachments upon termination of this Agreement or upon termination of any License issued hereunder. The financial security requirement may be waived in writing by Licensor and reinstituted if waived. The bond or other satisfactory evidence of financial security shall remain in full force and effect until all Attachments have been removed and all sums due to Licensor have been fully paid.

Form E (NAME OF INSURANCE COMPANY) BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, THAT _____ a corporation of _____, located at _____, as the Principal and _____, a corporation organized under the laws of _____ and authorized to do business in the State of _____ and having its principal office at _____, (hereinafter called the Surety), as Surety, are held firmly bound unto _____, hereinafter referred to as Oblige, in the full and just sum of _____ to the payment of which sum well and truly be made, the Principal and Surety bind themselves, and each of their successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement, dated _____, with Oblige, wherein the Oblige has granted permission to the Principal to make attachment of Cables together with the necessary Appurtenant Facilities including attachments for service wires leading from poles to Principal's customers, to certain poles of the Obliges, located in _____.

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

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

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

SIGNED, SEALED AND DATED this _____ day of _____, _____

(PRINCIPAL)

By: _____

ATTEST:

(SURETY)

By: _____

Appendix: Verizon, Surety Bond Excerpt

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 Licensors 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 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 Licensors, 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.

Appendix: Pole Petitions

MASS. FORM 556
11-1-45

PETITION FOR POLE AND WIRE LOCATIONS

To the Springfield, Mass., May 11, 1948
Board of Selectmen
of Shutesbury Massachusetts.

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY requests permission to locate a line of wires, cables, poles, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way or ways:—

West Pelham Road

Eleven (11) poles, seven (7) poles on the west side, four (4) poles on the east side, located approximately 140 feet north of Shutesbury-Pelham Town Line, north for approximately 2992 feet.

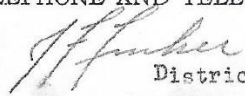
Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain a line of wires, cables and poles, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked—N. E. T. & T. Co., No. E-6798-A Dated 5-7-48

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

Your petitioner agrees to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By



District Plant Engineer

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS
Springfield MA, Dated December 26, 2007

To the Board of Selectmen of the Town of Shutesbury Massachusetts

**VERIZON NEW ENGLAND and
NATIONAL GRID**

Request permission to locate poles, wires, cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

LEVERETT ROAD: Place two (2) jointly owned poles on the Southerly side of Leverett Road at the following approximate locations:

- T.38/E.78 - two thousand four hundred ninety-five (2495) feet Westerly from the centerline of Pratt Corner Road.
- T.39/E.79 - two thousand six hundred forty-five (2645) feet Westerly from the centerline of Pratt Corner Road.

LEVERETT ROAD: Place three (3) jointly owned poles on the Northerly side of Leverett Road at the following approximate locations:

- T.40/E.80 - two thousand seven hundred ninety-five (2795) feet Westerly from the centerline of Pratt Corner Road.
- T.41/E.81 - two thousand nine hundred seventy (2970) feet Westerly from the centerline of Pratt Corner Road.
- T.42/E.82 - three thousand one hundred forty-five (3145) feet Westerly from the centerline of Pratt Corner Road.

Reason: Place five (5) jointly owned poles to provide for the distribution of intelligence and telecommunications and for the transmission of high and low voltage electric current to customers in Shutesbury and Leverett.

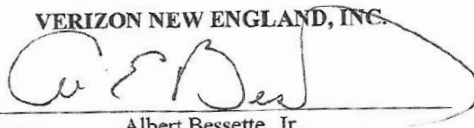
Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires, and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked- Verizon No. 9ACTHN dated December 26, 2007.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one crossarm at a suitable point on each of said poles for the fire and police telephone signal wires belonging to the municipality and used by it exclusively for municipal purposes.

VERIZON NEW ENGLAND, INC.

By



Albert Bessette, Jr.
Manager-Right of Way

POLE ATTACHMENT AGREEMENT

DATED 1/8/18
(To be filled by Verizon only)

BETWEEN

VERIZON NEW ENGLAND INC. (LICENSOR)

AND

TOWN OF SHUTESBURY and
SHUTESBURY MLP (LICENSEE)

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POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made as of this 5TH day of JAN 2018, between VERIZON
(To be filled by Verizon only)

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 TOWN OF SHUTESBURY and SHUTESBURY MLP, each organized and existing under the laws of the Commonwealth of Massachusetts, and each having its principal office at PO BOX 276, Shutesbury MA 01072, (hereinafter collectively called "Licensee") and whose obligations hereunder shall be joint and several.

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 and electric companies not party to this Agreement, to place facilities on poles solely owned by the electric company, or jointly owned or jointly used by the electric company and such other companies; 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 and another entity 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 jointly with Licensor.
- 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 Licensors 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 Licensors 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, Licensors agrees to issue to Licensee for any lawful purpose, revocable, non-exclusive licenses authorizing the attachment of Licensee's Facilities to Licensors Poles. This Agreement governs the fees, charges, terms and conditions under which Licensors issues such licenses to Licensee. Licensee must obtain separate authorization from, and pay all applicable Fees and Charges to, each Licensors and any Joint Owner 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 Licensors and Licensee with respect to the subject matter contained herein. This Agreement shall govern all licenses issued pursuant to, and subsequent to execution of, this Agreement.
- 2.3 No use, however extended, of Licensors 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 Licensors to construct, retain, extend, place, or maintain any pole or other facilities not needed for Licensors own service requirements.
- 2.5 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensors entering into agreements with other parties regarding the poles covered by this Agreement. The Licensors, 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 Licensors and any Joint Owner(s) or Joint User(s) of Licensors 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 Section 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, Section 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 any 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 Section 3.4.3 of this Agreement.
- 3.3.4 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. 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 is 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 Section 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. Licensor 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. Licensor 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 Licensor 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 Licensor at the same time.
- 4.3 Properly completed license applications received by Licensor 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 Licensor, any applicable Joint Owner and/or Joint User, and Licensee unless otherwise agreed to by all parties.
- 5.2 Licensor 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, Licensor 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 description of, and 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 any Licensee Itemized Self-Survey, as applicable, 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, as applicable, 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 is required 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 reasonable 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 Licensor of the actual dates of attachment within thirty (30) days of the date of attachment so that Licensor may promptly schedule a Post-construction Inspection.
- 7.1.4 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. Should Licensor, 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 so arrange its guy strand on the anchor rod or transfer it to a replacement anchor as determined by Licensor.
- 7.1.5 Should Licensor, Joint Owner(s), Joint User(s), or other licensee need to attach additional facilities to any of Licensor's poles, to which Licensee has made an attachment, Licensee will upon written notice from the Licensor either rearrange its attachments on the pole or transfer them to a replacement pole as reasonably determined by Licensor so that the additional facilities of Licensor, 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 Licensor or Joint Owner(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 Licensor 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. Licensor's sole responsibility shall be limited to reimbursement of its pro rata share of such costs caused by its own additional occupancies. However, Licensor shall, upon receipt of written request, provide Licensee with any information in Licensor's 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 Licensor requesting such rearrangement or transfer and indicating that such pole is ready for rearrangement or transfer by Licensee, Licensor, Joint Owner(s) or Joint User(s) may perform or have performed such rearrangement or transfer, and, notwithstanding the provisions of Section 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 Licensor of such non-payment in writing and the 15 day notice period shall be extended until Licensee notifies Licensor 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 shall 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 reasonable 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 Licensors 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 Licensors reserves the right to make Post-construction, Subsequent, and Periodic Inspections of any part or all of Licensee's Facilities attached to Licensors' poles and/or anchors. Licensors 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 5 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 Licensors 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 Licensors 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 Licensors or as otherwise agreed to by the parties. If after said 30-day period Licensee has not corrected all such non-complying conditions, Licensors 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 Licensors, the Licensors may perform or have performed such corrections and Licensee shall pay to the Licensors the cost of performing such work.
- 8.4 Licensors may undertake Subsequent Inspections to determine if appropriate corrective action has been taken by Licensee. If the Subsequent Inspection finds continued non-complying conditions, Licensors may perform or have performed corrective action at the sole expense of the Licensee or Licensors may terminate the license pursuant to Article X. In such circumstances, Licensors 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 Licensor reserves the right to make Periodic Inspections of all or any part of the attachments or facilities 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 Licensor's judgment, such inspections are required for reasons involving safety or because of an alleged violation by Licensee of the terms of this Agreement, in which case the cost thereof shall be borne by Licensee. Licensor 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 Licensee's Facilities are attached to Licensor's poles without being licensed, excluding any attachments licensed by default due to Licensor's failure to timely grant or deny a license, Licensor may recover fees as specified in Section 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 Licensor 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 Licensor may remove Licensee's attachments or facilities without liability at the Licensee's 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 Licensor under this Agreement.

ARTICLE X – TERMINATION

10.1 60-Day Termination

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

- (a) the Licensee's Facilities are maintained or used in violation of any law or in aid of an unlawful act or undertaking;
- (b) the Licensee ceases to have authority to construct and operate its facilities on public or private property at the location of the particular 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 material 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 XI, 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 Section 11.2.
- (g) except in circumstances in which Licensor has accepted evidence of self-insurance in accordance with Article XIV, the Licensee's insurance carrier shall at any time notify the Licensor that the policy or policies of any insurance as may be 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 Licensor will notify the Licensee in writing of any instances cited in this Section. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Licensor within sixty (60) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue or correct non-compliance and fails to give the required written confirmation to the Licensor within the time stated above, the Licensor may terminate the license(s), authorization and/or rights granted hereunder for the 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 Licensor 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 Licensor shall have the right to remove such facilities at the Licensee's expense and

without liability on the part of the Licensor for damage or injury to such facilities or interruption of Licensee services.

10.2.2 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.

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

Licensors has received prior notice of any such assignment. Licensee may also assign this Agreement, without Licensors consent and without prior notice to Licensors, to an institutional mortgagee or lender providing financing to Licensee with respect to Licensees Facilities in the event such institutional mortgagee or lender exercises its foreclosure right against Licensee and operates the Licensees Facilities; 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 Licensors unless and until written notice of such assignment and exercise of rights is provided to Licensors. Anything herein to the contrary notwithstanding, Licensee shall not be relieved of any of its obligations hereunder without Licensors prior written consent. Upon Licensees assignment of the Agreement in compliance with the terms set forth herein, including Section 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 Section 15.3. Within sixty (60) days of the receipt of the Document of Assignment from Licensee, Licensors will execute the document of assignment. The assignment requirements herein shall be deemed met if Licensors fails to respond within sixty (60) days of such documentation receipt by Licensors. Appendix IV Form 20 shall not be changed materially without the prior written consent of the Licensee and Licensors

ARTICLE XII - SURETY REQUIREMENTS

- 12.1 Licensee shall furnish either a Surety Bond or irrevocable Letter of Credit at Licensees option, satisfactory to the Licensors 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 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 Licensors, such instrument shall be issued by a nationally recognized and rated surety company or bank and shall guarantee Licensees obligations under the agreement. The Licensee is obligated to maintain the security in the full amount for the term 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 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 consistent with applicable law. Licensor 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 Licensor's negligence or willful misconduct, out of the use of Licensor's poles.
- 13.2 Licensor 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 Licensor's employees, agents or contractors.
- 13.3 Licensee shall exercise reasonable care to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and shall make an immediate report of damage caused by Licensee to the owner of facilities so damaged.
- 13.4 To the extent permitted by law, Licensor 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 Licensor's poles. The foregoing indemnity and hold harmless 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 Licensor, 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 such party.
- 13.5 To the extent permitted by law, 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 Licensor'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 such 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 from 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 Licensors or Licensee or other 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 (excluding Verizon Wireless) as additional insured. 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: _____
Email address: _____

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 determined by a court of competent jurisdiction or governmental authority having jurisdiction to 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 is 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 Licensor's Manager-License Administration Group, specifying all information and its argument relied on to justify its claim. Licensor shall provide a written response to such complaint within 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

Licensor 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 Licensor 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 Licensor's consent.

ARTICLE XVI - TERM OF AGREEMENT

Except as provided below, this Agreement shall remain in effect; provided, however, that the Licensor may, not less than two years from the date of execution, and upon written notice, require the Licensee to engage in good-faith negotiations with the Licensor to amend the Agreement as necessary to comport with regulatory changes or obligations. If the parties cannot agree to an amendment, they shall submit the matter to the regulatory agency, if any, 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 of Licensee's Facilities. The Agreement may be terminated upon written notice by the Licensor if, within one year from the date of this Agreement, the Licensee has placed no facilities on the Licensor'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 governmental approval, to initiate material construction, or to undertake 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 as of the day and year first above written.

VERIZON NEW ENGLAND INC.

By: _____

(Print Name) Reneta Haynes_____

(Title) Director - Network engineering & Operations

(Date) 11/8/18

TOWN OF SHUTESBURY

By: _____

(Print Name) Michael DeChiaro

(Title) Chair Select Bd.

(Date) 12/5/17

SHUTESBURY MLP

By: _____

(Print Name) Gayle Huntress

(Title) MLP Manager

(Date) 12/7/17

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.

1. Attachment Fees

CATV Annual Attachment Fees are as follow:

State	JO/JU	Sole Owned
MA	\$3.38	\$6.75
RI	\$3.32	\$6.64

Telecom Annual Attachment Fees are as follow:

	State	JO/JU	Sole Owned
URBAN	MA	\$5.03	\$10.06
	RI	\$3.32	\$6.64
NON - URBAN	MA	\$7.59	\$15.17
	RI	\$3.32	\$6.64

Prices Effective 01/01/2011

Attachment 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
DARTMOUTH	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
BURLLVILLE	GREENVILLE	PASCOAG	WEST GREENWICH
CAROLINA	HOPKINTON	PAWTUCKET	WEST WARWICK
CENT FALLS	JAMESTOWN	PORTSMOUTH	WESTERLY
CENTREDALE	JOHNSTON	PROVIDENCE	WESTPORT
CHARLESTOWN	LINCOLN	PRUDENCE ISLAND	WOONSOCKET
COVENTRY	LITTLE COMPTON	RICHMOND	REHOBOTH, MA *
CRANSTON	MIDDLETOWN	RIVERSIDE	BLACKSTONE, MA
CUMBERLAND	NARRAGANSETT	SCITUATE	SEEKONK, MA
EAST GREENWICH	NEW SHOREHAM	SMITHFIELD	MENDON, MA
EAST PROVIDENCE	NEWPORT	SOUTH KINGSTON	SWANSEA, MA *
			MILLVILLE, MA
		NORTH ATTLEBORO	WRENTHAM, MA *
		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.

VERIZON NEW ENGLAND APPLICATION AND POLE ATTACHMENT LICENSE FORM 10-1-10

Form 10-1-10

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	
Eko	
Attachment 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. Licensor 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

Licensee	
License Application Number	
Municipality	
State	

* 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 \$ _____

Licensee Representative*	
Licensee Representative Signature	
Title	
Email	
Phone	
Cell	
Date	

FIELD SURVEY CHARGES

FIELD SURVEY	# POLES	RATE	TOTAL
TOTAL POLES			
Additional Travel Time*			
TOTAL Charges			

FORM 3

•

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:

<u>TASK #</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
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 _____

Licensee _____

Form 4 p.2

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:

[illegible]

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.

To be used for Overlash/Rebuild/Power Supplies

Summary = Total Poles Surveyed _____ Total Poles Requiring Verizon Make-Ready _____

[illegible]

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 JO¹ poles to be discontinued _____.
Total number of attachments to FO² poles to be discontinued _____.
Total number of attachments to JU³ 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 _____

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: _____

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: _____ <i>(Please be specific, street address, city, and state)</i>
Attachment Ending Location: _____ <i>(Please be specific, street address, city, and state)</i>
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.

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)

POWER CABLE

MULTI GROUND NEUTRAL

LICENSEE CABLE

VERIZON CABLE

POLE MTD TERMINAL

PROPOSED POWER SUPPLY CABINET DIMENSIONS:

MAKE= _____

MODEL= _____

HEIGHT= _____ IN

WIDTH= _____ IN

DEPTH= _____ IN

WEIGHT= _____ LBS

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

MINIMUM CLEARANCE = 31 INCHES

TOP OF POWER SUPPLY CABINET = _____ FT _____ IN

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

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

POLE DATA

POLE HEIGHT= _____ FT

POLE CLASS= _____

POLE CONDITION* _____

***GOOD, FAIR, POOR**

GROUND LEVEL

NOTE

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

LICENSEE NAME: _____

APPLICATION # _____

STREET NAME: _____

TEL ROUTE # _____

TEL POLE # _____ ELCO POLE # _____

MUNI: _____ STATE: _____

ELCO NAME: _____

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 overlash cable in sections of aerial facilities requiring no Make-ready Work. Licensee may proceed to place the overlash 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

Licensee 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 RCE 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 performs 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
 - 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 compliance with such requirements and specifications, Verizon will

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 facilities 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.

AERIAL LICENSE AGREEMENT

Agreement 1704

DATED: September 5, 2017

BETWEEN

Massachusetts Electric Company d/b/a National Grid
(LICENSOR)

AND

Town of Shutesbury
(LICENSEE)

AND

Shutesbury Municipal Lighting Plant
(LICENSEE)

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THIS AGREEMENT, made this 5th day of September, 2017, by and between Massachusetts Electric Company d/b/a National Grid, a corporation organized and existing under the laws of Massachusetts, having its principal office in Waltham, Massachusetts, (hereinafter referred to as the "Licensor") and the Town of Shutesbury, a municipal corporation organized and existing under the laws of Massachusetts and the Shutesbury Municipal Lighting Plant, a Town Department within the Town of Shutesbury having their principal office in Shutesbury, Massachusetts, (collectively hereinafter referred to as the "Licensee").

WITNESSETH

WHEREAS, Licensee is a provider of Communication Services and proposes to furnish Communication Services within the municipalities listed in APPENDIX IV to this Agreement; and

WHEREAS, Licensee desires authorization to make new Attachments as necessary on poles of Licensor, which poles are either Jointly Owned or solely owned by Licensor; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the continued and new placement of said Attachments on Licensor's poles where reasonably available and where such use will not interfere with Licensor's service requirements or the use of its poles by others not 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:

1.0 DEFINITIONS

Whenever used in this Agreement with initial capitalization, these terms shall have the following meanings:

1.1 "Anchor Rod" means a metal rod connected to an anchor and to which a guy strand is attached. Also known as a "guy rod".

1.2 "Attachment" means any single wire, cable or Suspension Strand, including wires or cables lashed to it, or any other hardware, equipment, apparatus, or device, placed on Licensor's pole, used for providing Cable Service and/or Communication Services. This shall not include any wireless hardware, equipment, apparatus, or device.

1.3 "Cable Operator" is as defined in Section 602 of the Cable Communications Act of 1984 (47 USC § 521-559) as amended from time to time.

1.4 "Cable Service" is as defined in Section 602 of the Cable Communications Act of 1984 (47 USC § 521-559) as amended from time to time.

1.5 "Communication Service" means any transmission of writing, signs, signals, pictures and/or sounds of all kinds by wire, cable or other like connection between the points of origin and reception of such transmission, other than Cable Service.

1.6 "Field Survey Work or Survey Work" means an on-site and/or office survey of the poles on which Licensee wishes to attach or relocate, materially alter, Overlash, or replace an existing Attachment in order to determine if the pole can safely accommodate the requested Attachment, and if a determination is made that a safe Attachment is not possible, what work, if any, is required to make the pole ready to accommodate the requested Attachment, and to provide the basis for estimating the cost of this work.

1.7 "Franchise" is as defined in Section 602 of the Cable Communications Act of 1984 (47 USC § 521-559) as amended from time to time.

1.8 "Guy Strand" means a cable that is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.

1.9 "Identification Tags" means identification tags used to identify Licensee's plant. The two types of identification tags are cable and apparatus tags as described in APPENDIX III, Form F.

1.10 "Joint Owner" means a person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.

1.11 "Joint User" means 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.

1.12 "Make-Ready Work" means the work required to accommodate Licensee's Attachments on Licensor's pole or poles, including rearrangement and/or transfer of existing facilities on a pole, replacement of a pole or any other changes required to accommodate Licensee's Attachments on Licensor's pole or poles.

1.13 "Other Licensee" means any entity, other than Licensee as defined herein, or a Joint User, to whom Licensor has or hereafter shall extend the privilege of attaching facilities to Licensor's poles.

1.14 "Overlash" means any wire or cable which is lashed to any other wire, cable or Suspension Strand where such wire, cable or Suspension Strand has already been licensed for attachment to Licensor's pole.

1.15 "Suspension Strand", also known as "Messenger Cable," means a cable attached to a pole and used to support communications facilities.

2.0 SCOPE OF AGREEMENT

2.1 Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee, revocable, nonexclusive licenses authorizing Licensee's Attachments to Licensor's

poles within the municipalities listed in APPENDIX IV, for provision of Communication Services. The licenses shall be in the form attached to this Agreement as found in APPENDIX III, Form A-1.

2.2 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 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.

2.3 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.

2.4 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.

3.0 FEES AND CHARGES

3.1 Licensee agrees to pay to Licensors the fees and charges, calculated in accordance with appropriate state and/or federal rules and regulations, as specified in and in accordance with the terms and conditions of APPENDIX I, attached hereto and made a part hereof.

3.2 Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement, and Licensors shall be subject to all rights and remedies under this Agreement, including but not limited to, termination rights under Article 19.0.

3.3 Licensee shall furnish bond or other satisfactory evidence of financial security in such form (APPENDIX III Form E hereto attached) and amount as Licensors from time to time may require, to guarantee the payment of any sums which may become due to Licensors for fees due hereunder or charges for work performed for the benefit of Licensee under this Agreement, including the removal of Licensee's Attachments upon termination of this Agreement or upon termination of any License issued hereunder. The financial security requirement may be waived in writing by Licensors and reinstituted if waived. The bond or other satisfactory evidence of financial security shall remain in full force and effect until all Attachments have been removed and all sums due to Licensors have been fully paid.

3.4 Licensors may change the amount of fees and charges specified in APPENDIX I by giving Licensee written notice no fewer than sixty (60) days prior to the date the change is to become effective. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such sixty (60) day notice period if the change in fees 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 (60) day period. Upon said termination, Licensee shall be responsible for removal of all Attachments in the manner set forth in Article 9.5.

4.0 PAYMENTS

4.1 Licensee shall authorize Licensor to perform the required Field Survey and Licensee shall make payment to Licensor in an amount specified by Licensor, prior to Licensor's performance of such Field Survey. Such specified amount shall be sufficient to cover Licensor's estimated cost to perform and complete the required Field Survey, as furthermore described in Article 8.1. The parties agree that after Licensor completes the Field Survey identified in Licensor's cost estimate, there shall be no adjustment of Licensee's payment to Licensor's actual costs, whether Licensor's actual costs are more or less than the estimated costs paid by Licensee.

4.2 Licensee shall authorize Licensor to perform the required Make-Ready Work and Licensee shall make an advance payment to Licensor in an amount specified by Licensor, prior to Licensor's performance of such Make-Ready Work. Such specified amount shall be sufficient to cover Licensor's estimated cost to complete the required Make-Ready Work. The parties agree that after Licensor completes the Make-Ready Work identified in Licensor's cost estimate, there shall be no adjustment of Licensee's payment to Licensor's actual costs, whether Licensor's actual costs are more or less than the estimated costs paid by Licensee.

4.3 Licensee shall pay the fees and charges for the purposes and in the manner described in APPENDIX I to this Agreement.

5.0 SPECIFICATIONS

5.1 Licensee's Attachments shall be placed, maintained and removed 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, regulations and provisions of the Occupational Safety and Health Act (OSHA), or any governing authority having jurisdiction over the subject matter, and as may be amended from time to time. Where a difference in specifications may exist, the more stringent requirement shall apply.

5.2 If any part of Licensee's Attachments is not so placed and maintained, 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 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 the public or Licensor's employees or performance of Licensor's service obligations at the cost and expense of Licensee

and without any liability therefor; provided, however, that when in the sole judgment of Licensor such a condition may endanger the safety of Licensor's employees or interfere with the performance of Licensor's service obligations, Licensor may take such action without prior notice to Licensee.

5.3 As described in APPENDIX III, Form F, Licensee shall place Identification Cable Tags on cables located on poles and Identification Apparatus tags on any associated items of Licensee's plant, e.g., guys, anchors or terminals licensed on or after the effective date of this Agreement, and at any time when a pole is replaced or when an Attachment is relocated, materially altered, Overlashed, or replaced. Licensor, in its sole determination, shall have the right to approve all Identification Tags that are different than those described in APPENDIX III, Form F.

6.0 LEGAL REQUIREMENTS

6.1 Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its Attachment on public and private property at the location of Licensor's poles for which Licensee has obtained specific licenses under this Agreement and shall submit to Licensor evidence of such authority before making Attachments on such public and/or private property.

6.2 The parties hereto shall at all times observe and comply with, and the provisions of the 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.

6.3 No license granted under this Agreement shall extend to any of Licensor's poles where the placement of Licensee's Attachments would result in a forfeiture of the rights of Licensor or Joint Users to occupy the property on which such poles are located. If placement of Licensee's Attachments would result in a forfeiture of the rights of Licensor or Joint Users, or both, to occupy such property, Licensee agrees to remove its Attachments forthwith; and Licensee agrees to pay Licensor or Joint Users, or both, all losses, damages, and costs incurred as a result thereof.

7.0 ISSUANCE OF LICENSES

7.1 Before Licensee places any Attachment to any pole, Licensee shall make application for and have received a license from Licensor for the Attachment in the form of APPENDIX III, Forms A-1 and A-2.

7.2 Licensor's poles may be jointly owned. Prior to placing an Attachment on any jointly owned pole, Licensee shall obtain the written consent of the Joint Owner for the Attachment and deliver to Licensor a copy of Joint Owner's written consent authorizing Licensee's Attachment.

7.3 Licensee may Overlash its Attachment provided that: 1) the Attachment has been previously licensed, 2) the resulting messenger supported bundle shall not contain more than five (5) cables, 3) the sum of the diameters of the five cables shall not exceed three and one-quarter (3.25) inches, and 4) the maximum resulting bundle tension, under National Electrical Safety Code (NESC) heavy loading conditions, shall not exceed two thousand (2,000) pounds. Licensee shall not place an Overlash that fails to meet any of these four conditions, unless and until, Licensee first submits information to Licensor under Form A-3 of Appendix III for Licensor's review in its sole reasonable discretion and Licensee receives prior written approval from Licensor.

7.4 Licensee agrees to limit the filing of Application(s) for Pole Attachment License and Application(s) for Overlash Approval to include not more than 200 poles on any one application and 2,000 poles on all applications which are pending approval by Licensor at any one time. 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.

8.0 POLE MAKE-READY WORK

8.1 A Field Survey may be required for each pole for which Attachment is requested or on which Licensee proposes relocating, materially altering, Overlashing, or replacing its Attachments to determine the adequacy of the pole to accommodate Licensee's Attachments. The Field Survey may be performed jointly by representatives of Licensor, Joint Owner and/or Joint User and Licensee.

8.2 Licensor reserves the right to refuse to grant a license for Attachment to a pole or refuse authorization for relocating, materially altering, Overlashing, or replacing Attachments to a pole when Licensor determines that the space on such pole is required for its exclusive use or that the pole may not reasonably be rearranged or replaced to accommodate Licensee's Attachments.

8.3 In the event Licensor determines that a pole to which Licensee desires to make Attachment or on which Licensee proposes relocating, materially altering, Overlashing, or replacing its Attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Attachments of Licensee in accordance with the specifications set forth in Article 5.0, Licensor will indicate on the Authorization for Pole Make-Ready Work (APPENDIX III, Form B-2) the cost of the required Make-Ready Work and return it to Licensee.

8.4 In the event the Licensor elects to perform the required electrical Make-Ready Work, such Make-Ready Work will be performed following receipt by Licensor of the completed Authorization for Pole Make-Ready Work (APPENDIX III, Form B-2). Licensee shall pay Licensor for all Make-Ready Work in accordance with the provisions of Article 4.0, and shall also

reimburse the owner(s) of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging such facilities to accommodate Licensee's pole Attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for pole replacements or for rearrangement of Attachments on Licensor's poles by reason of the use by Licensor or other authorized user(s) of any additional space resulting from such replacement or rearrangement. Any federal, state or local taxes incurred on Licensor's receipt of these costs from Licensee will be added to Licensee's cost on a grossed up basis.

8.5 Should Licensor, or another party with whom it has a Joint Use agreement, for its own service requirements, need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will either rearrange its Attachments on the pole or transfer them to a replacement pole as determined by Licensor so that the additional facilities of Licensor or Joint User may be attached. The rearrangement or transfer of Licensee's Attachments will be made at Licensee's sole expense. If Licensee does not rearrange or transfer its Attachments within fifteen (15) days after receipt of written notice from Licensor requesting such rearrangement or transfer, Licensor or Joint User may perform or have performed such rearrangement or transfer and Licensee agrees to pay the costs thereof. Licensee shall be solely responsible for collecting any rearrangement costs incurred pursuant to this paragraph.

8.6 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 Licensor for damage or injury to Licensee's Attachments.

8.7 License applications received by Licensor from two or more Licensees for Attachment accommodations on the same pole, prior to 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.

8.8 Actual completion of Make-Ready Work by Licensor will depend on completion of all required Make-Ready Work by Licensee, other Joint Users or Joint Owners that must be completed prior to Licensor's performance of its Make-Ready Work. In performing all Make-Ready Work to accommodate Licensee's Attachments, Licensor will endeavor to include such work in its normal workload schedule.

8.9 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 for the Guy Strand from the appropriate property owner. Should Licensor, or Joint User, 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 or Joint User may perform, or have performed, the work involved and Licensee agrees to pay the full costs thereof.

9.0 CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS

9.1 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 Licensor's poles by Licensor or by any other authorized user of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereon.

9.2 Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Licensee's Attachments. Where Attachments of multiple Licensees are involved, Licensor will attempt to the extent practical, to designate the same relative position on each pole for each Licensee's Attachments.

9.3 The Licensee shall make all requested pole attachments within ninety (90) days of the date that said pole(s) are released to the Licensee by the Licensor, unless otherwise approved by the Licensor. The Licensee shall label their facilities and maintain such labels (wires or pole attachment devices) at intervals not exceeding 1,000 ft. and at all intersections. Identification shall include, as a minimum, the name of the Licensee and be fully visible from ground level.

9.4 Licensee shall obtain specific written authorization from Licensor before relocating, materially altering, Overlashing, or replacing its Attachments on Licensor's poles, consistent with Article 7.2 of this Agreement. Licensee shall require any third-party Overlasher to Licensee's wires or cables to obtain Licensor's written consent to such Overlashing before Licensee may consent to such action.

9.5 All tree trimming made necessary, in the opinion of Licensor, by reason of Licensee's proposed Attachments at the time of attachment, provided the owner(s) of such trees grants permission to Licensee, shall be performed by contractors approved by Licensor, at the sole cost and expense of Licensee but at the direction of Licensor, provided, however, all trimming as may be required on Licensee's customers' premises, to clear Licensee's drops, shall be done by Licensee at its expense.

9.6 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 Licensor for damage or injury to Licensee's attachments. If Licensor exercises its right to remove the Attachments, Licensor shall have the option to sell or otherwise dispose of the removed Attachments to cover the expense of the removal. If the sale of the Attachments does not cover the entire expense of the removal, Licensee shall be liable for the remaining expense.

9.7 Licensee may contract with Licensor or any other entity for construction, maintenance and/or removal of Licensee's Attachments on Licensor's poles. Licensee shall guarantee that workers installing, maintaining and/or removing Licensee's Attachments on Licensor's poles, whether Licensor's employees or third parties, are qualified to perform according to the requirements of Article 5.1 of this Agreement. Licensee is responsible for ensuring completion of any required training for said workers. Where there is conflict between applicable rules, the strictest requirements shall apply.

9.8 Licensee acknowledges that certain activities, including, but not limited to, installation, maintenance and modification of Licensee's Attachments on any poles, to be performed in connection with this Agreement may pose great hazards to human beings and personal property. Licensee agrees to warn all its employees, agents and contractors accessing any pole of these hazards as well as the potential consequences associated with exposure to these hazards. All employees, agents and contractors of Licensee accessing any pole shall be advised of required clearances to electric conductors. Furthermore, Licensee shall be responsible for any and all injury and damages to persons or property resulting from these hazards or any failure by Licensee to advise its employees, agents or contractors accessing the poles of these hazards as required herein.

9.9 Licensor does not make any representation of warranty as to the present or future strength, condition, or state of repair of any poles, wires, or apparatus. Licensee shall by test or observation determine that poles are safe to climb. If the integrity of any pole is in question or is marked by Licensor as unsafe, Licensee shall confirm said condition with Licensor and refrain from ascending the pole. Should the Licensee objectively decide to ascend a questionable pole, Licensee shall assume all risk of loss to any person(s) who may be injured (including injuries resulting in death) or any property that may be damaged as a result of that action.

10.0 TERMINATION OF LICENSE

10.1 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.

10.2 Licensee may at any time remove its Attachments from a pole after first giving Licensor's written notice of such removal (APPENDIX III, Form D). Following such removal, no attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such Attachment had previously been made.

11.0 INSPECTIONS OF LICENSEE'S ATTACHMENTS

11.1 Licensor reserves the right, at its sole discretion, to make inspections of any part of Licensee's Attachments, at Licensee's expense.

11.2 The making of inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.

11.3 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.

12.0 UNAUTHORIZED ATTACHMENTS

12.1 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, an Application for Pole Attachment License. If such application is not received by Licensor within the specified time period, Licensee shall remove its unauthorized Attachment within fifteen (15) days of the final date for submitting the required application, or Licensor may remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.

12.2 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 the agreement first authorizing Attachment by Licensee, and the fees, and charges, and interest as specified in APPENDIX I at the time the unauthorized Attachment is determined, shall be applicable thereto and due and payable forthwith whether or not Licensee is permitted to continue the pole Attachment.

13.0 LIABILITY AND DAMAGES

13.1 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 Licensor 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 services arising in any manner, except to the extent caused by Licensor's sole negligence, out of the use of Licensor's poles.

13.2 Licensee shall be liable for any damages it causes to 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 or any of its agents, contractors, servants or employees. Licensee shall make an immediate report to Licensor and any other user of the

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

13.3 Except, as may be caused by the sole negligence of Licensor, Licensee shall defend, indemnify and save harmless Licensor, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against Licensor, by reason of (a) any work or 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, but not limited to, death) or damage to any person or property occurring upon said poles or any part thereof or 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 employee 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.

13.4 Licensee shall indemnify, save harmless and defend Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the presence, use or operation of Licensee's Attachments, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television or other broadcast programs, and for unauthorized use of any voice, image, or other informational 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.

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

14.0 INSURANCE

14.1 From the commencement of the Agreement through its entirety, the Licensee shall provide and maintain, at its own expense, insurance policies, satisfactory to Licensor that 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 13.0 preceding. These policies will be issued by reputable insurance companies with an A.M. Best Rating of at least A-, and that at least meet or exceed the requirements listed herein:

- (a) **Workers' Compensation and Employers Liability Insurance** as required by the State in which the work activities under this Agreement will be performed. If applicable, coverage shall include the U.S. Longshoreman's and Harbor Workers' Compensation Act, and the Jones Act. The employer's liability limit shall be at least \$500,000 each per accident, per person disease, and disease by policy limit.

If the Licensee is exempt from having to obtain and maintain Workers' Compensation coverage due to their legal status as a sole proprietor or partnership, Licensee shall obtain:

1. Long term disability insurance covering any illness or injury incurred in connection with this Agreement that prevents the Licensee from working, with benefits of at least 50% of the Licensees monthly income on the last day before the disability begins.
2. Health Care Insurance, covering any loss occasioned by bodily injury, sickness or disease, and medial expense, with limits, coverage, deductibles, co-insurance payments, and any other cost sharing features customarily maintained by other Licensees of a similar size and business nature.

- (b) **Commercial General Liability (CGL) Insurance**, covering all operations to be performed by or on behalf of Licensee under or in connection with this Agreement, with minimum limits of:

Bodily Injury (BI)	- \$1,000,000 per occurrence
Property Damage (PD)	- \$ 500,000 per occurrence
OR	
Combined Single Limit	- \$1,000,000 per occurrence
OR	
BI & PD per Occurrence	- \$1,000,000
General Aggregate & Product Aggregate	- \$2,000,000 each

- Coverage shall include: contractual liability (with this Agreement, and any associated verbal agreements, being included under the definition of "Insured Contract" thereunder), products/completed operations, and if applicable, explosion, collapse and underground (XC&U).
- If the products-completed operations coverage is written on a claims-made basis, the retroactive date shall not precede the effective date of this Agreement and coverage shall be maintained continuously for the duration of this Agreement and for at least two years thereafter.
- Additional Insured as required in Article 14.3 below.
- The policy shall contain a separation of insureds condition.
- A liability insurance policy containing an annual aggregate limit of liability shall be amended to reflect that the annual aggregate limit applies on a per project basis.

- (c) **Automobile Liability**, covering all owned, non-owned and hired vehicles used in connection with all operations, work or services to be performed by or on behalf of Licensee under or in connection with this Agreement with minimum limits of:

Bodily Injury - \$500,000 per occurrence; 1,000,000 aggregate
 Property Damage - \$500,000 per occurrence
 OR
 Combined Single Limit - \$1,000,000 per occurrence

Additional Insured as required in Article 14.3 below.

- (d) **Umbrella Liability or Excess Liability coverage**, with a minimum per occurrence limit of \$4,000,000. This coverage shall run concurrent to the CGL required in Article 14.1(b) above, shall apply excess of the required automobile, CGL and employer's liability coverage required in this Article, and shall provide Additional Insured as required in Article 14.3 below.

- (e) **Limits:** Any combination of Commercial General Liability, Automobile Liability and Umbrella or Excess Liability policy limits can be used to satisfy the limit requirements in items 14.1 b, c & d above. If the term of this agreement is longer than five (5) years, in the fifth year, and every five (5) years thereafter, the Commercial General Liability and Umbrella/Excess Liability insurance limits required above shall be increased by the percentage increase in the Consumer Price Index from the month the Agreement was executed to the month immediately preceding the first month of the year in which the increase is required.

14.2 Self-Insurance: Proof of qualification as a qualified self-insurer, if approved in advance in writing by Licensor, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Insurance Section. Such acceptance by Licensor shall become a part of this insurance provision by reference herein.

For Workers' Compensation, such evidence shall consist of a copy of a current self-insured certificate for the State in which the work will be performed.

In order for self-insurance to be accepted, the Licensee's unsecured debt must have a financial rating of at least investment grade. For purposes of this section, "Investment Grade" means (i) if the Licensee has a Credit Rating from both S&P and Moody's then, a Credit Rating from S&P equal to or better than "BBB-" and a Credit Rating from Moody's equal to or better than "Baa3"; (ii) if the Licensee has a Credit Rating from only one of S&P and Moody's, then a Credit Rating from S&P equal to or better than "BBB-" or a Credit Rating from Moody's equal to or better than "Baa3; or (iii) if the Parties have mutually agreed in writing on an additional or alternative rating agency, then the equivalent credit rating assigned to an entity by such additional or alternative rating agency that is equal to or better than "BBB-" from S&P and/or "Baa3" from Moody's.

14.3. Additional Insured: the intent of the Additional Insured requirement under the CGL, Auto, and Umbrella/Excess policies is to include the Licensor, their directors, officers and employees, as Additional Insured's for liabilities associated with, or arising out of, all operations, work or services to be performed by or on behalf of the Licensee, including ongoing and completed operations, under this Agreement. The following language should be used when referencing the additional insured status: National Grid USA, and their direct and indirect parents, subsidiaries and affiliates shall be named as additional insured.

14.4. Subcontractor: In the event the Licensee uses subcontractors in connection with this Agreement, it is expressly agreed that the subcontractors to carry the same insurance type and amount as is required of Licensee under this Agreement.

14.5 Insurance Certification: Prior to starting work, the Licensee shall promptly provide Licensor with a Certificate(s) of Insurance for all coverages required herein.

Such certificates, and any renewals or extensions thereof, shall outline the amount of deductibles or self-insured retentions which shall be for the account of the Licensee. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to in writing by

the National Grid Risk Management Department of National Grid, whose approval shall not be unreasonably withheld, delayed or conditioned.

The Licensee shall provide Licensor with at least 30 days prior written notice of any cancellation or diminution of the insurance coverage required in this insurance article.

14.6. Insurance Obligation: If any insurance coverage is not secured, maintained or is cancelled before Final Payment by the Licensee to the Licensor, or the completion of all services, work or obligations provided for under this Agreement, whichever is later, and the Licensee fails immediately to procure other insurance as specified, Licensor has the right, but not the obligation, to procure such insurance and to deduct the cost thereof from any sum due the Licensee under this Agreement or invoice the Licensee for said coverage.

15.0 AUTHORIZATION NOT EXCLUSIVE

15.1 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.

16.0 ASSIGNMENT OF RIGHTS

16.1 Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licensor.

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

16.3 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. Licensee shall not allow a third party, including affiliates, to place an Overlash on an Attachment without the prior written consent of Licensor. Such consent shall be in Licensor's sole discretion, unless otherwise required by law, and may be contingent upon Licensor entering into a separate mutually agreed upon license agreement with such third party.

17.0 FAILURE TO ENFORCE

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

18.0 TERM OF AGREEMENT

18.1 Unless terminated pursuant to Article 19.0, this Agreement shall remain in effect for a term of five (5) years from the date hereof and shall extend thereafter until terminated by either party with at least six (6) months written notice to the other party.

18.2 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.

19.0 TERMINATION OF AGREEMENT

19.1 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 Licensor to correct such default or noncompliance, Licensor 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.

19.2 If an insurance carrier shall at any time notify Licensor that the policy or policies of insurance, required under Article 14.0 above, will be canceled or changed so that the requirements of Article 14.0 will no longer be satisfied, then this Agreement terminates unless prior to the effective date thereof Licensee shall furnish to Licensor certificates of insurance including insurance coverage in accordance with the provisions of Article 14.0 above.

19.3 In the event of termination of this Agreement, Licensee shall within thirty (30) days of the date of termination submit a plan and schedule to Licensor under which it will remove or have removed its Attachments from Licensor's poles within six (6) months from date of termination; provided, however, that Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until Licensee's Attachments are removed from Licensor's poles.

19.4 If Licensee does not remove or have removed its Attachments from Licensor's poles within the applicable time periods specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor. If Licensor exercises its right to remove the Attachments, Licensor shall have the option to sell or otherwise dispose of the removed Attachments to cover the expense of the removal. If the sale of the Attachments does not cover the entire expense of removal, Licensee shall be liable for the remaining expense. Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until such Attachments are removed.

20.0 DISPUTE RESOLUTION

20.1 Any dispute between Licensor and Licensee involving rights, obligations or service under this Agreement shall be referred to a senior representative of Licensor designated

by Licensor and a senior representative of Licensee designated by Licensee for resolution on an informal basis as promptly as practicable. In the event the designated senior representatives are unable to resolve the dispute within thirty (30) days, or such other period as the parties may jointly agree upon, such dispute may be submitted to non-binding arbitration and resolved in accordance with the arbitration procedure set forth herein if Licensor and Licensee jointly agree. If they do not agree, such dispute shall be presented promptly to the regulatory agency or a court of appropriate jurisdiction, but in no event more than sixty (60) days after rejecting arbitration.

20.2 The arbitration shall be conducted before a single neutral arbitrator appointed by the parties. If the parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, Licensor and Licensee shall each choose one arbitrator, who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to act as chairman of the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric distribution issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration. The arbitrator(s) shall afford each of the parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. There shall be no formal discovery conducted in connection with the arbitration; however, the parties shall exchange witness lists and copies of any exhibits that they intend to utilize in their direct presentations at any hearing before the arbitrator(s) at least ten (10) days prior to such hearing, along with any other information or documents specifically requested by the arbitrator(s) prior to the hearing. Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of his, her, or their appointment and shall notify the parties in writing of such decision and the reasons therefor, and shall make an award apportioning the payment of the costs and expenses of arbitration among the parties; provided, however, that each party shall bear the costs and expenses of its own attorneys, expert witnesses and consultants. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change any of the above in any manner.

20.3 Referral of any matter to arbitration shall be without prejudice to the parties to avail themselves of all other remedies available under law or pursuant to the terms of this Agreement.

20.4 Performance by the parties under the terms of this Agreement shall not be interrupted or delayed during any arbitration except on the written agreement of the parties.

21.0 CHOICE OF LAW

21.1 This Agreement shall be governed by the laws of Massachusetts.

22.0 SEVERABILITY

22.1 If any provision(s) of this Agreement shall be held to be unenforceable, the remaining provisions shall remain in full force and effect to the extent they can logically and validly operate without the unenforceable provision(s).

23.0 NOTICES

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

To Licensee:

Town of Shutesbury Municipal Lighting Plant
Attn: Gayle Huntress, Town Administrator MLP Manager
P.O. Box 276
Shutesbury, MA 01072
Tel: (413) 259-1905
Cell: (413) 887-8505
E-mail: broadband@shutesbury.org

Address where rental bills will be sent:

Town of Shutesbury
Attn: MLP Manager
P.O. Box 276
Shutesbury, MA 01072

To Licensor:

Application for Pole Attachment License, Application for Overlash Approval, Authorization for Field Survey Work, Authorization for Make Ready Work, and Notification of Discontinuance of Use of Poles to

National Grid – Customer Solutions
40 Sylvan Road
Waltham, Massachusetts 02451-1120
nmnetele@us.ngrid.com
781-907-3427

All other notices to:

National Grid
Attention: Charles Kosinski
40 Sylvan Road
Waltham, Massachusetts 02451-1120

24.0 ENTIRE AGREEMENT

24.1 The parties have freely entered into this Agreement and agree to each of its terms without reservation. This Agreement constitutes the entire Agreement between Licensor

and Licensee, and all previous representations either oral or written, (including, but not limited to any and all previous pole attachment agreements insofar as the aforementioned municipalities are concerned except as to liabilities accrued, if any) are hereby annulled and superseded.

25.0 MISCELLANEOUS

25.1 Licensee shall participate in and use the state-wide transfer notification system (currently the National Joint Utilities Notification System ("NJUNS")).

26.0 TERMINATION OF PRIOR AGREEMENT

Reference is made to that Aerial License Agreement dated August 22, 2016 between the Town of Shutesbury ("Town") and Massachusetts Electric Company d/b/a National Grid (the "Existing Agreement"). The Town and Massachusetts Electric Company d/b/a National Grid agree that the Existing Agreement is hereby terminated as of the effective date of this Agreement, subject to settlement of amounts due under such Existing Agreement and subject further to Section 13.0 relative to liability, damages, and indemnification of the Existing Agreement.

27.0 JOINT AND SEVERAL

All obligations of the Town and Shutesbury Municipal Lighting Plant under this Agreement are joint and several.

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

Town of Shutesbury

By: 

Name
(Print): Michael DeChara

Title
(Print): Select Board Chair

Date of Execution: 8/22/2017

Shutesbury Municipal Lighting Plant

By: 

Name
(Print): Gayle Huntress

Title
(Print): MLP Manager

Date of Execution: 8/22/2017

**Massachusetts Electric Company
d/b/a National Grid**

By: 

Name
(Print): Michael E. Guerin

Title
(Print): Authorized Representative

Date of Execution: Sept 5, 2017

**APPENDIX I
SCHEDULE OF FEES AND CHARGES**

Pole Attachments

(A) Attachment

1. General

- (a) Fees shall be payable yearly in advance on the first day of January.
- (b) For the purpose of computing the charges due hereunder, the fee shall be applied to the number of Attachments for which licenses have been issued.
- (c) For new Attachments licensed during the year, Attachment fees commence on the first day of the month in which the license is issued and are payable in advance for the remainder of that calendar year.

2. Annual Attachment Fee

For each Attachment to a pole solely owned by Licensor, the Annual Attachment Fee shall be \$11.85 per Attachment. For each Attachment to a jointly owned pole, the Annual Attachment Fee shall be \$5.93 per Attachment.

(B) Cost of Pole Replacements, Rearrangement and Changes

- 1. Whenever any pole is, or becomes, in the opinion of Licensor, insufficient in height or strength for Licensee's proposed attachments thereon, in addition to the existing attachments of Licensor and municipality, Licensor shall replace such pole with a new pole of the necessary height and class and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require. Licensee shall pay Licensor for the expense thereof, including, but not limited to, the following:
 - (a) The net loss to Licensor on the replaced pole based on its reproduction cost less depreciation plus cost of removal.
 - (b) Excess height or strength of the new pole over the existing pole necessary by reason of Licensee's Attachments.
 - (c) Transferring Licensor's Attachments from the old to the new pole.
 - (d) Any other rearrangements and changes necessary by reason of Licensee's proposed or existing attachments.
- 2. In the event that Licensor permits Licensee to place its Attachments in space reserved for itself or any municipality, and Licensor or municipality deem it necessary to use such space, or the pole is to be replaced at any time because of obsolescence, public requirement or other reason, then Licensor shall replace the pole with a suitable pole to provide the basic space reservation where necessary, and Licensee shall be billed, as provided for in Section (B)1, a-d, inclusive, above.

(C) Payment Date

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

For bills rendered by Licensor, the following shall be applicable:

"Interest shall accrue and be payable to Licensor at the rate set by the Commissioner of Internal Revenue pursuant to Internal Revenue Code, Section 6621; Treasury Regulations Section 301.6621-1, from and after the payment date of any payment required by this Agreement. The payment of any interest shall not cure or excuse any default by Licensee under this Agreement."

APPENDIX II
PROCEDURE FOR PROCESSING
MULTIPLE APPLICATIONS

The following procedure shall be used to process applications by multiple licensees to attach to Licensor's poles.

(A) DEFINITIONS

1. Simultaneous Application(s)

Properly completed Application(s) for Pole Attachment License or Application(s) for Overlash Approval for the same pole(s) received by Licensor from different applicants on the same business day.

2. Non-simultaneous Application(s)

Properly completed Application(s) for Pole Attachment License or Application(s) for Overlash Approval for the same pole(s) received by Licensor from different applicants on different business days.

3. Initial Applicant

The applicant filing the Non-simultaneous Application that is first received by Licensor.

4. Additional Applicant

Any applicant filing a Non-simultaneous Application that is received by Licensor after another application has already been received by Licensor.

5. Option 1

Licensor will process the Application for Pole Attachment License or Overlash Application(s) for Overlash Approval of the Initial Applicant as if no other application had been received.

6. Option 2

Licensor will process the Application(s) for Pole Attachment License or Application(s) for Overlash Approval of the Initial and Additional Applicants in accordance with the procedure for Simultaneous Applications.

(B) MULTIPLE LICENSE APPLICATION PROCESSING

Both Simultaneous and Non-simultaneous Applications for the same pole will be processed by Licensor in accordance with the procedures set forth in the attached flow chart.

(C) NON-SIMULTANEOUS APPLICATIONS

- (1) For Non-simultaneous Applications, the Initial Applicant will be able to select between Options 1 and 2. The Initial Applicant may delay selection until the required Field Survey has been completed and the estimated cost of Make-Ready Work supplied to the Initial Applicant. Where the Initial Applicant elects to delay his selection, he shall notify Licensor of his selection within 15 days after

receiving the Make-Ready Work Estimate, otherwise, Licensor will deem the Initial Applicant to have selected Option 1.

- (2) Option 2 will be subject to acceptance by all of the multiple applicants involved. Each Additional Applicant will have 15 days from the date it is advised by Licensor that the Initial Applicant has selected Option 2 to notify Licensor that it accepts or rejects the conditions applicable under Option 2, otherwise, Licensor will deem the Additional Applicant to have canceled its application.
- (3) All work in progress on the Initial Applicant's application involving multiple pole attachments will be suspended by Licensor from the time that the Initial Applicant is offered Options 1 and 2 until he notifies Licensor of the option he elects in accordance with C1 above.

(D) SIMULTANEOUS APPLICATIONS

- (1) The Field Survey required to estimate the cost of required Make-Ready Work, shall include the work necessary to:
 - (a) Issue a license to a single applicant and,
 - (b) Issue licenses simultaneously to the multiple applicants.
- (2) Licensor will consider a Simultaneous Application canceled if the applicant fails to notify Licensor in writing of his acceptance of the estimated cost of Make-Ready Work and make the advance payment within 15 days following his receipt of such estimate from Licensor.
- (3) Within 15 days of their receipt of the estimated cost of the required Make-Ready Work, the applicants must develop a schedule, acceptable to all applicants and Licensor, that defines the order of pole availability for Attachments and an overall completion schedule. If such a schedule cannot be agreed to by all parties within 15 days, Licensor shall complete all Make-Ready Work before issuing licenses to all applicants simultaneously. Any applicant who cannot agree with the provision that Licensor complete all Make-Ready Work before simultaneously granting licenses to all applicants will be deemed by Licensor to have canceled his application.

(E) CHANGES IN APPENDIX

This Appendix may be changed in whole or in part at any time during the terms of this Agreement at the sole option of Licensor upon the giving of not less than 30 days written notice thereof to Licensee and to substitute in place thereof such other provisions as Licensor may deem necessary as relative to multiple attachments to poles of Licensor.

APPENDIX II
PROCEDURE FOR PROCESSING
MULTIPLE APPLICATIONS

CASE DESCRIPTION	FIELD SURVEY		MAKE-READY WORK	
	REQUIREMENTS	COST ALLOCATION	SCHEDULE	COST ALLOCATION
1. Simultaneous Applications.	<p>Determine Make-Ready Work required and estimated cost for two cases:</p> <ol style="list-style-type: none"> Attachment by a single licensee, Attachment by multiple licensees simultaneously. 	Total cost of the Field Survey shared equally by multiple applicants.	<p>Multiple applicants must develop mutually acceptable:</p> <ol style="list-style-type: none"> Order of pole availability and Overall completion schedule. <p>Where multiple applicants cannot agree within 15 days of receipt of estimate from Licensor, Licensor will complete <u>ALL</u> Make-Ready Work before granting licenses simultaneously to multiple applicants.</p>	<p>Total cost shared by multiple applicants.</p> <p>If only one applicant agrees to its shared portion of total estimated cost, that applicant will be quoted the cost to accommodate attachment by a single licensee.</p>
2. Non-Simultaneous Applications - No Field Survey work performed.	<p>Determine Make-Ready Work required and estimated cost for three cases:</p> <ol style="list-style-type: none"> Attachment by a single licensee, Attachment by multiple licensees simultaneously, Attachment by multiple licensees non-simultaneously. 	Total cost of the Field Survey shared equally by multiple applicants.	OPTION 1: Treat Initial Applicant as a non-multiple applicant.	
			<p><u>Initial Applicant:</u> Treated as a non-multiple applicant.</p>	<p><u>Initial Applicant:</u> Pays for Make-Ready Work required to accommodate a single licensee.</p>
			<p><u>Additional Applicant:</u> Where a conflict exists, Make-Ready Work will not be performed until licenses have been issued to Initial Applicant.</p>	<p><u>Additional Applicant:</u> Pays for Make-Ready Work required to accommodate an additional licensee on pole already occupied by Initial Applicant.</p>
			OPTION 2: Treat Initial and Additional Applicant as Simultaneous Applicants.	
3. Non-Simultaneous Applications - Full or partial Field Survey performed.	<p>For balance of Field Survey, determine Make-Ready Work required and estimated cost for three cases:</p> <ol style="list-style-type: none"> Attachment by a single licensee, Attachment by multiple licensees simultaneously, Attachment by multiple licensees non-simultaneously. <p>For locations already surveyed, resurvey to determine Make-Ready Work required to accommodate Additional Applicant (items 2 and 3 above).</p>	<p>Total cost of the balance of the Field Survey shared equally by multiple applicants.</p> <p><u>Initial Applicant:</u> Pays for portions of the Field Survey already completed.</p> <p><u>Additional Applicant:</u> Pays for resurvey to determine Make-Ready Work required to accommodate Additional Applicant.</p>	OPTION 1: Treat Initial Applicant as a non-multiple applicant.	
			Same as Case 2, Option 1.	Same as Case 2, Option 1.
			OPTION 2: Treat Initial and Additional Applicant as Simultaneous Applicants.	
			Same as Case 1.	Same as Case 1.

APPENDIX III
ADMINISTRATIVE FORMS AND NOTICES
Index of Administrative Forms

APPLICATION FOR POLE ATTACHMENT LICENSE / POLE ATTACHMENT LICENSE	A-1
POLE DETAILS	A-2
APPLICATION FOR OVERLASH APPROVAL /OVERLASH APPROVAL	A-3
OVERLASH DETAILS	A-4
ESTIMATE FOR FIELD SURVEY / AUTHORIZATION FOR FIELD SURVEY	B-1
MAKE-READY WORK ESTIMATE / AUTHORIZATION FOR MAKE-READY WORK	B-2
ITEMIZED MAKE-READY WORK	C
NOTIFICATION OF DISCONTINUANCE OF USE OF POLES	D
BOND	E
IDENTIFICATION TAGS	F

Agreement Number 1704
Application Number _____

Form A-1

APPLICATION FOR POLE ATTACHMENT LICENSE

DATE _____

LICENSEE _____

Street Address _____

City, State, Zip Code _____

In accordance with the terms and conditions of the License Agreement between us, dated _____, _____ application is hereby made for a license to make _____ Attachments to JO poles and _____ Attachments to SO poles located as indicated on the attached Form A-2.

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

POLE ATTACHMENT LICENSE

Pole Attachment License Number _____ is hereby granted to make the attachments described in this application as _____ Attachments to JO poles and _____ Attachments to SO poles located as indicated on the attached Form A-2.

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

NOTES:

1. Applications shall be submitted to Licensor.
2. Applications to be numbered in ascending order by municipality.
3. Licensor will process in order of application numbers assigned by Licensee.

Agreement Number 1704
Application Number _____

Form A-2

POLE DETAILS

LICENSEE _____

Municipality _____
(Note: Provide separate sheets for each municipality)

<u>Pole Nos.</u>	<u>Location</u>	<u>Attachment Description</u>
		Each Supporting Member:
		Description: _____
		Diameter: _____ inches
		Weight: _____ lbs. / ft.
		RBS: _____ lbs.
		NESC Heavy Tension: _____ lbs. ²
		Each Supported Member:
		Diameter: _____ inches
		Weight: _____ lbs. / ft.

_____ (Yes/No) LICENSEE HEREBY REQUESTS LICENSOR TO
PROVIDE AN ITEMIZED ESTIMATE OF POLE MAKE
READY WORK REQUIRED AND ASSOCIATED
CHARGES (APPENDIX III FORM C).

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

Agreement Number 1704
Request Number _____

Form A-3

APPLICATION FOR OVERLASH APPROVAL

DATE _____

LICENSEE _____

Street Address _____

City, State, Zip Code _____

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

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

OVERLASH APPROVAL

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

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

NOTES:

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

Agreement Number 1704
Request Number _____

Form A-4

OVERLASH DETAILS

LICENSEE _____

Municipality where attachments are located

Pole Nos. Location¹

Attachment Description

Existing Supporting Member:

Description:

Diameter: _____ inches

Weight: _____ lbs. / ft.

RBS: _____ lbs.

NESC Heavy Tension: _____ lbs.²

Each Existing Supported Member:

Diameter: _____ inches

Weight: _____ lbs. / ft.

Each Proposed Supported Member:

Diameter: _____ inches

Weight: _____ lbs. / ft.

(Yes/No) LICENSEE HEREBY
REQUESTS LICENSOR TO PROVIDE AN ITEMIZED
ESTIMATE OF POLE MAKE READY WORK
REQUIRED AND ASSOCIATED CHARGES
(APPENDIX III FORM C).

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

NOTES:

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

Agreement Number 1704
Appl. / Request No. _____

Form B-1

ESTIMATE FOR FIELD SURVEY

(Licensee)

In accordance with the Aerial License Agreement # _____, dated _____,
_____, the following is a summary of the charges which will apply to complete a field
survey covering Application / Request Number _____.

<u>Total</u>	<u>Poles</u>	<u>Rate / Unit</u>	<u>Total</u>
Field Survey	_____	\$ _____ / pole	\$ _____
Fixed Administrative Costs		\$ _____ / application	\$ _____
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 \$ _____.

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

AUTHORIZATION FOR FIELD SURVEY

The required field survey covering Application / Request Number _____ is authorized
and the costs therefore will be paid to Licensor in accordance with Appendix I to License
Agreement.

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

Agreement Number 1704
Appl. / Request No. _____

Form B-2

MAKE-READY WORK ESTIMATE

(Licensee)

Field survey work associated with your Application / Request Number _____ dated _____, _____, for attachment to poles has been completed. The following is a summary of the charges which will apply to complete the required Make-Ready Work.

TOTAL MAKE-READY CHARGES \$ _____

Attached as requested, is an itemized description (Form C) of required Make-Ready Work. A cost estimate of associated Make-Ready Work is also attached. 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 \$ _____.

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

AUTHORIZATION FOR MAKE-READY WORK

The Make-Ready Work associated with Application / Request Number _____ is authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to License Agreement.

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone Number _____

Form C

ITEMIZED MAKE-READY WORK

Licensee: _____

Municipality: _____

License Appl. No. _____

[illegible]

Form E
(NAME OF INSURANCE COMPANY)
BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, THAT _____ a
corporation of _____, located at _____, as the
Principal and _____, a corporation organized under the laws of
_____ and authorized to do business in the State of _____
and having its principal office at _____, (hereinafter called the
Surety), as Surety, are held firmly bound unto
_____, hereinafter referred to as Oblige, in
the full and just sum of _____ to the payment of which sum well and truly be
made, the Principal and Surety bind themselves, and each of their successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement, dated
_____, with Oblige, wherein the Oblige has
granted permission to the Principal to make attachment of Cables together with the necessary
Appurtenant Facilities including attachments for service wires leading from poles to Principal's
customers, to certain poles of the Obliges, located in _____.

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

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

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

SIGNED, SEALED AND DATED this _____ day of _____, _____

(PRINCIPAL)

By: _____

ATTEST:

(SURETY)

_____ By: _____

APPENDIX IV
SCOPE OF AGREEMENT

MUNICIPALITIES COVERED BY AGREEMENT

<u>TOWN NAME</u>	<u>STATE</u>
Shutesbury	MA
Leverett	MA
Pelham	MA

POLE ATTACHMENT AGREEMENT

DATED ____August 1, 2017____

BETWEEN

WESTERN MASSACHUSETTS ELECTRIC COMPANY

(LICENSOR)

AND

Town of Shutesbury/Shutesbury MLP
(LICENSEE)

POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made as of this ___17th___ day of _May_ 2017, between WESTERN MASSACHUSETTS ELECTRIC COMPANY.(hereinafter called "Licensor" or "WMECO") and _____Town of Shutesbury/Shutesbury MLP_____, organized and existing under the laws of the State of _Massachusetts_, having its principal office in 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 WMECO and Verizon New England, Inc.

WHEREAS, Licensee is responsible for obtaining permission from Verizon New England Inc. not party to this agreement, to place facilities on poles solely owned or jointly owned, or jointly used by the telephone 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 communications 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 Charges. All amounts payable to Licensor by Licensee pursuant to this Agreement that are not Attachment Fees.

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- 1.6 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.
- 1.7 Joint Owner. A person, corporation or other legal entity having an ownership interest in a pole and/or anchor.
- 1.8 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.
- 1.9 Licensee's Facilities. The cable and all associated equipment and hardware owned by the Licensee.
- 1.10 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.
- 1.11 Major Adverse Weather Event. An event that causes interruption in power service to WMECO customers that is classified as an "Excludable Major Event" by the Massachusetts Department of Public Utilities as defined in the "Western Massachusetts Electric Company Service Quality Plan" dated January 1, 2009.
- 1.12 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.
- 1.13 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.
- 1.14 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.
- 1.15 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.
- 1.16 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.
- 1.17 Rebuild. The act of a Licensee replacing existing Licensee's 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's Facilities; (3) the transfer of a Licensee's existing customer facilities to Licensee's new facilities; (4) the deactivation and removal of Licensee's replaced facilities.

- 1.18 Subsequent Inspections. Inspections performed to confirm the correction of non-conforming conditions, which were observed during Periodic or Post-construction Inspections.
- 1.19 Suspension Strand (Messenger). A metal cable of high tensile strength attached to a pole and used to support facilities.
- 1.20 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 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 subparts 3.2 and 3.3 of this Agreement and of APPENDIX I, attached hereto and made a part hereof.

3.1.2 The Licensor may change the amount of 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.
- 3.3.2 Licensee shall make an advance payment of the applicable Charges to Licensor prior to any performance by Licensor of any Pre-construction Survey, Make-ready Work, Post-construction Inspection or Subsequent Inspection. The Charges 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. Any federal, state or local taxes incurred on Licensor's receipt of these costs from Licensee will be added to Licensee's cost on a grossed up-basis.

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 300 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. 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 payment of the Pre-construction Survey fee and estimated Charges for the Pre-construction Survey, 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 Licenser 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, Licenser will provide Licensee with an itemized invoice for such anticipated Make-ready Work. The Make-ready Work will be performed following receipt by Licenser of advance payment, but not before a Pole Attachment Agreement has been fully executed by both the Licensee and Licenser. Upon receipt of the advance payment, Licenser will provide the Licensee with the estimated start and estimated construction completion date of the Make-ready Work.
3. If Licenser 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 Licenser may refuse to grant a license for attachment. Licenser shall provide the specific reason(s) for such denial. Licenser 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 Licenser must confirm the denial in writing by the 45th day.

- 5.4 Licenser 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 Licenser's control. For applications consisting of six (6) or fewer poles requiring Make-ready Work, and where Licenser is the only party required to perform make-ready work, Licenser will complete the make-ready work within 45 days.
- 5.5 To the extent practicable, Licenser 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.

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.
- 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 Licensor of the actual dates of attachment within thirty (30) days of the date of attachment so that Licensor may promptly schedule a Post-construction Inspection.
- 7.1.4 Licensee may attach its Guy Strand to Licensor's existing Anchor 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. Should Licensor, Joint Owner(s) or Joint User(s), if any, for its own service requirements, need to increase its load on the Anchor to which Licensee's Guy Strand is attached, Licensee will either arrange its Guy Strand on the Anchor or transfer it to a replacement Anchor as determined by Licensor. If Licensee does not rearrange or transfer its Guy Strand within (15) days after receipt of written notice from Licensor regarding such requirement, Licensor or Joint User may perform, or have performed, the work involved and Licensee agrees to pay the full costs thereof.
- 7.1.5 Should Licensor, Joint Owner(s), Joint User(s), or other Licensee need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will upon written notice from the Licensor either rearrange its attachments on the pole or transfer them to a replacement pole as reasonably determined by Licensor so that the additional facilities of Licensor, 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 Licensor, 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 any 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 Licensor 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. Licensor's sole responsibility shall be limited to reimbursement of its pro rata share of such costs caused by its own additional occupancies. However, Licensor shall, upon receipt of written request, provide Licensee with any information in Licensor's 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 Licensor requesting such rearrangement or transfer and indicating that such pole is ready for rearrangement or transfer by Licensee, then the Licensor, 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 Licensor of such non-payment in writing and the 15 day notice period shall be extended until Licensee notifies Licensor 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 Major Adverse Weather Events 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 Licensor 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, email, 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 Prior to commencing Rebuild activity, Licensee must first submit scope of Rebuild work information to Licensor for Licensor's review in its sole reasonable discretion and Licensee must receive prior written approval from Licensor before commencing any Rebuild work. In some cases, particularly where Make-ready work or multiple attachments are required by the Licensee, Licensor may require Licensee to submit a new license application for some or all of the poles involved in the Rebuild activity. 7.2.3 Licensee must follow Licensor's established policy and procedure for attaching power supplies to Licensor's Utility Poles as described in the WMECO "Information and Requirements for Electric Supply Below 600 Volts" publication.
- 7.2.4 Licensee may Overlash its Attachments provided that (1) the attachment has been previously licensed; (2) the resulting messenger supported bundle shall not contain more than five (5) cables; (3) the sum of the diameters of the five cables shall not exceed three and one quarter (3.25) inches; and (4) the maximum resulting bundle tension under National Electric Safety Code heavy loading conditions, shall not exceed two thousand (2,000) pounds. Licensee shall not place an Overlash that fails to meet any of these four conditions unless and until Licensee first submits information to Licensor for Licensor's review in its sole reasonable discretion, and Licensee receives prior written approval from Licensor.

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 Licensor commences Post-construction and Subsequent Inspections within 90 days after notification from Licensee that the work is complete.

- 8.2 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 Licensor determines that the Licensee is not in compliance at greater than 2 percent of the sampled locations, Licensor 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 Licensor 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 Licensor's judgment, such inspections are required for reasons involving safety or because of an alleged violation by Licensee of the terms of this Agreement. Licensor 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 Licensee's facilities are attached to Licensor's poles without being licensed, excluding any attachments licensed by default due to Licensor's failure to timely grant or deny a license, Licensor 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 Licensor 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 Licensor may remove Licensee's attachments or facilities without liability at the Licensee's 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 Licensor under this Agreement.

ARTICLE X – TERMINATION

10.1 60-Day Termination

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

- (a) the Licensee's Facilities are maintained or used in violation of any law or in aid of an unlawful act or undertaking;
- (b) the Licensee ceases to have authority to construct and operate its facilities on public or private property at the location of the particular 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 Licensor has accepted evidence of self-insurance in accordance with Article XIV, the Licensee's insurance carrier shall at any time notify the Licensor 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 Licensor 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 Licensor within sixty (60) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue or correct non-compliance and fails to give the required written confirmation to the Licensor within the time stated above, the Licensor may terminate the license(s), authorization and/or rights granted hereunder for the 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 Licensor 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 Licensor shall have the right to remove such facilities at the Licensee's expense and without liability on the part of the Licensor for damage or injury to such facilities or interruption of Licensee services.

10.2.2 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 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.

CARTICLE 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:

Poles	Security
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.
- 12.4 Licensee shall require the issuer of a bond, irrevocable Letter of Credit, or other security, to include, as a provision of a bond, irrevocable Letter of Credit, or other security, the obligation of such issuer to provide Licensor with written notice of the issuer's decision not to renew, or decision to cancel, the bond, irrevocable Letter of Credit, or other security at least sixty (60) days prior to the effective date of any such decision. Licensee shall, within forty-five (45) days from the date of any such notice, replace the bond, irrevocable Letter of Credit, or other security with another that satisfies the requirements

of this Article XII. If Licensee does not provide Licensors with such a replacement bond, irrevocable Letter of Credit, or other security within such forty-five (45) period, Licensee shall be in default of its obligations under this Article XII, and Licensors may, in Licensors's sole and absolute discretion, exercise its rights to receive the full amount of the bond, irrevocable Letter of Credit, or other surety for which a notice of nonrenewal or cancellation was issued.

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 Licensor'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 Licensor, 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 Licensor 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 Licensor's or Licensee's insurer by the other Licensor or Licensee or affected entity shall be furnished promptly to the Licensor or Licensee.
- 13.7 Notwithstanding anything to the contrary herein, neither Licensor 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 Licensor, its subsidiaries and affiliates 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, email 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: ____Town of Shutesbury/Shutesbury MLP_____
Street Address: ____ P.O. Box 276____
1 Cooleyville Rd, Shutesbury, MA
Municipality, State, Zip code: __ Shutesbury, MA 01072____
Attention: ____MLP Manager_____
broadband@shutesbury.org

With a copy to:

Licensee: ____Town of Shutesbury_____
Street Address: ____ P.O. Box 276____
1 Cooleyville Rd, Shutesbury, MA
Municipality, State, Zip code: __ Shutesbury, MA 01072____
Attention: ____MLP Manager_____
townadmin@shutesbury.org

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: ____Town of Shutesbury/Shutesbury MLP_____
Street Address: ____ P.O. Box 276____
1 Cooleyville Rd, Shutesbury, MA
Municipality, State, Zip code: __ Shutesbury, MA 01072____
Attention: ____MLP Manager_____
broadband@shutesbury.org

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 or electronic request, shall provide access to Licensor's pole records in accordance with its current practice. There may be a fee for this service.

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. Licensor 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

Licensor 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 Licensor 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 Licensor's consent.

ARTICLE XVI - TERM OF AGREEMENT

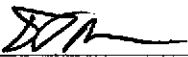
Except as provided below, this Agreement shall remain in effect; provided, however, that the Licensor may, not less than two years from this date and upon written notice, require the Licensee to engage in good-faith negotiations with the Licensor to amend the Agreement to comport with regulatory changes 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 Licensor if, within one year from the date of this Agreement, the Licensee has placed no facilities on the Licensor'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.

WESTERN MASSACHUSETTS ELECTRIC COMPANY

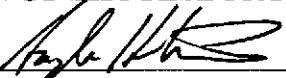
By: 

(Print Name) David Wrona

(Title) Manager - Distribution Engineering

(Date) 9/11/17

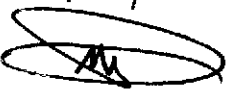
TOWN OF SHUTESBURY/SHUTESBURY MLP

By: 

(Print Name) Gayle Huntress

(Title) MLP Manager

(Date) 8/22/2017

By: 

(Print Name) Michael DiChiara

(Title) Chair, Shutesbury Select Board

(Date) 8/22/17

APPENDICES

I. ATTACHMENT FEES

II. NOTICE ADDRESSES

III. [Reserved.]

IV. LICENSE APPLICATIONS FORMS

Application and Pole Attachment License

Form 1

Authorization for Field Survey Work

Form 2

Field Survey Make Ready Work Form

Form 3

APPENDIX I

ATTACHMENT FEES AND CHARGES

Annual Attachment Fees are as follows:

Jointly Owned	Solely Owned
\$4.50	\$9.00

Annual Attachment Fees for ornamental light fixtures have been waived.

Annual Attachment 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 – Western Massachusetts Electric Company

Western Massachusetts Electric Company
Third Party Attachment Department
300 Cadwell Drive
Springfield, MA 01104
Attention: Robert Davis
Phone: 413-787-9554
Title: Senior Project Specialist
E-Mail: Robert.davis@eversource.com

Licensee –

__Town of Shutesbury/Shutesbury MLP__

__P.O. Box 276__

__ 1 Cooleyville Rd, Shutesbury, MA__

Attention: __MLP Manager__

Title: _____

Phone: ____ 413-259-1214 (Town Admin phone who can direct appropriately)_____

Email: ____broadband@shutesbury.org____

AFFIDAVIT OF Gayle Huntress

Name: Gayle Huntress
408 Montague Road
Shutesbury, MA 01072
broadband@shutesbury.org

I, Gayle A. Huntress, swear or affirm:

1. That I am the Municipal Light Plant Manager for the ShutesburyNET municipal broadband Network located in Shutesbury, MA 01072.
2. That I have been a member of the Shutesbury Municipal Light Plant elected board since July 1, 2018 and currently still hold one of the elected seats.
3. That I am authorized to bring this petition on behalf of the Town of Shutesbury and the Municipal Light Plant Board.

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

12/1/2020 Gayle Huntress
Date Gayle Huntress

STATE OF MASSACHUSETTS County of Franklin

I, the undersigned Notary Public, do hereby affirm that Gayle Huntress personally appeared before me on the 1st day of Dec., 2020, and signed the above Affidavit as his free and voluntary act and deed.

Leslie Bracebridge
Notary Public

