



**Master Agreement**

**POLE ATTACHMENT  
 LICENSE AGREEMENT  
 BETWEEN  
 THE UNITED ILLUMINATING  
 COMPANY  
 AND [Company Name]**

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THIS AGREEMENT, is made as of \_\_\_\_\_, by and between The United Illuminating Company, a corporation specially chartered by the General Assembly of the State of Connecticut having its principal office at 157 Church Street, New Haven, Connecticut (hereinafter called "UI"), and [Company Name], (hereinafter called "Licensee"). UI and Licensee may also be collectively referred to herein as the "Parties" or singularly as a "Party".

#### WITNESSETH:

WHEREAS this Agreement applies to the offering by The United Illuminating Company ("UI") of certain poles located in the public right-of-way for attachment;

WHEREAS, the Licensee has obtained a certificate of public convenience and necessity from the Connecticut Department of Public Utility Control ("DPUC"); and,

WHEREAS, UI is willing to grant limited and restricted rights to the Licensee to attach its Facilities to such poles provided such wire line attachments will not and do not adversely affect the public service responsibilities or operations of UI or other owners or users of the poles, and provided that UI is reimbursed for its costs and protected from all liability that may arise therefrom;

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

#### ARTICLE I SCOPE

Subject to the provisions of this Agreement, UI will issue to Licensee a revocable, non-exclusive license authorizing the attachment of Licensee's equipment and facilities that are necessary to support wire line attachments in the Communications Gain to poles owned by UI or jointly owned by UI and AT&T Connecticut within the public right-of-way in the territory included in Licensee's certificate of public convenience and necessity. If the poles to which Licensee wishes to attach are jointly owned by UI and AT&T Connecticut, Licensee must obtain permission from AT&T Connecticut before attaching to such jointly-owned poles. Any and all definitions contained in this Agreement relate solely to the support of Licensee's wire line attachments.

#### ARTICLE II DEFINITIONS

1. Anchor  
A facility consisting of an assembly of a rod secured to a fixed object or plate designed to resist the pull of a guy strand or strands.
2. Appurtenance  
Any article of equipment attached to a point on a Pole not normally occupied by a strand attachment (i.e., equipment cabinets, terminals, power supplies).
3. Attachment or Pole Attachment
  - A. An Attachment shall consist of the bolts, lags, screws, extension arms (only with specific approval of UI on an individual case basis), or other hardware necessary to attach one (1) suspension strand or Cable to a Pole.
  - B. Two (2) or more suspension strands attached using the same bolts, lags, screws, extension arms, or other hardware shall be considered two (2) or more Attachments, as applicable.
  - C. Hardware and brackets utilized to attach an amplifier, power supply, or other Appurtenance attachment shall be considered one (1) Attachment per each twelve (12) inches (30.48 cm) of linear Pole space occupancy.
4. Cable  
Copper conductors or fiber optic filaments encased in any suitable jacketing or sheath.

5. Communication Gain  
That portion of utility poles below the "safety space" as designated by the National Electric Safety Code.
6. Facilities or Licensee's Facilities  
Cables and/or equipment, hardware and Appurtenances installed for the sole use of the Licensee for any lawful purpose under this agreement.
7. Guy Strand  
A metal cable (Facility) which is attached to a Pole and Anchor (or another Pole) for the purpose of reducing Pole stress.
8. Law  
Any and all applicable federal, state and local laws, rules and regulations.
9. Licensee  
The person, corporation or other legal entity authorized by UI under this Agreement to attach its Facilities to Poles and the party responsible for compliance with UI's regulations regarding such accommodations.
10. Make-Ready Work (Initial/Additional)  
All work performed by UI and/or AT&T Connecticut, including but not limited to, rearrangements and/or transfers of existing facilities, replacement of a Pole or any other work required to accommodate the attachment of Licensee's Facilities to a Pole. Similar work required after initial attachment to a Pole solely because of the existence of the Licensee's attachments shall be referred to as "additional Make-Ready Work".
11. Other Licensees  
Any person, corporation, or other legal entity, other than the Licensee herein, to whom UI and/or AT&T Connecticut has or hereafter shall extend an authorization to attach Facilities to a Pole.
12. Overlashing  
A construction method that allows the Licensee to utilize existing Suspension Strand and Cable to place an additional Cable for its own use.
13. Periodic Inspection  
Inspections conducted by UI on portions of Licensee's Facilities, to determine that Attachments and Overlashings are authorized and that Attachments are maintained in conformance with this Agreement.
14. Pole or Utility Pole  
A Pole solely owned by UI or jointly owned by UI and AT&T Connecticut and used to support the facilities of UI, AT&T Connecticut, Licensee and/or Other Licensees.
15. Post-Construction Inspection  
The work operations and functions performed by UI to measure and/or visually observe Licensee's Attachments, during or after completion of the construction of such Facilities, to determine that all Attachments have been authorized and constructed in conformance with the standards required by this Agreement.
16. Pre-Construction Survey  
The work operations and functions performed by UI to process Licensee's application for Pole Attachments to the point just prior to performing any necessary Make-Ready Work. There are two elements of the Pre-Construction Survey: 1) field inspection of the existing facilities, and 2) administrative effort required to process the application and prepare the Make-Ready Work order.
17. Sub Licensee

A third party who has been authorized in writing by UI and the Licensee to overlash third party's facilities to an existing Facility.

18. Suspension Strand (messenger cable)  
A metal cable attached to a Pole and used to support facilities.
19. Third Party Overlapping  
The Overlapping of facilities to Licensee's Facilities by a Sub Licensee.
20. Unit Cost  
A dollar amount subject to periodic revision, applicable to specified work operations and functions, including materials and labor costs.
21. Unauthorized or Non-Conforming Charges  
Additional charges applied in the event of non-compliance with specific terms and conditions of this Agreement and that are considered a liquidated damage and not a penalty since actual damages may be difficult to ascertain.

### ARTICLE III PERMITS AND CONSENTS

1. Permits and Consents
  - a. The Poles covered by this Agreement are only such Poles, within the public right-of-way area in the territory defined by Licensee's certificate of public convenience and necessity, as may be amended, granted for Connecticut, with respect to which UI has the power and privilege of granting licenses. Licensee shall furnish a copy of its certificate of public convenience and necessity upon request. Licensee shall be responsible for obtaining from the appropriate private and/or public authority any necessary easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the Pole to which Licensee seeks to attach its Facilities. Licensee further shall be responsible for obtaining any necessary license, permit or permission from any co-owner of each Pole to which Licensee seeks to attach its Facilities. Licensee shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by UI. UI does not warrant the validity or apportionability of any rights it may hold to place facilities on private property.
  - b. The Licensee expressly recognizes that Poles are used and will continue to be used primarily for UI's present and future purposes and, in the case of jointly-owned Poles, for the present and future purposes of AT&T Connecticut, that the Licensee's use will be secondary, and that this Agreement is made as an accommodation to the Licensee. Additionally, any licenses for Attachments under this Agreement are personal to Licensee and are not for use by any entity other than Licensee for its own business purposes unless otherwise agreed to in writing by UI. Except as otherwise provided in this Agreement, the Licensee agrees that it will pay, as additional charges under this Agreement, all the costs incurred by UI in connection with any work performed by UI in order to provide or maintain space on any Pole for the Licensee's Attachments, and any other costs incurred by UI, arising out of this Agreement, as hereinafter provided.
  - c. Licensee understands and agrees that UI is a public service company whose operations are governed by, among other things, Connecticut statutes and regulations as well as rules, regulations and orders of the DPUC ("Rules"). Accordingly, all of the terms and conditions contained in this Agreement are subject and secondary to UI's obligations as a public service company as well as any and all obligations, restrictions, or conditions that are placed upon UI in connection with such Rules. In the event of a conflict between UI's obligations under this Agreement and UI's obligations as a public service company, including but not limited to complying with the Rules, UI's public service obligations and the Rules shall prevail and govern.

2. Requirement to Construct and Maintain a Pole and Anchor

Nothing contained herein shall be construed to compel UI to construct, reconstruct, retain, extend, repair, place, replace or maintain any Pole or Anchor or other facility not needed for UI's own service requirements. In the event that UI abandons any Pole to which Licensee's Facilities are attached, UI will provide Licensee notice of such abandonment.

**ARTICLE IV  
PROCEDURES**

1. Application for Authorization

a. On the terms contained herein, UI grants Licensee a non-exclusive right to attach its Facilities to any Poles for which UI has the power and privilege of granting licenses within UI's operating territory in the State of Connecticut in accordance with all applicable Laws.

b. Third Party Overlapping will be allowed under the following conditions:

(i) The Sub Licensee must sign a Pole Attachment License Agreement with UI and abide by the terms and conditions of such a license.

(ii) The Sub Licensee must obtain written approval from the Licensee to whose facilities it is Overlapping and provide a copy to UI prior to submitting a license application.

(iii) The Sub Licensee must submit a written application as provided in paragraph c below, and indicate on the application that the request is for Third Party Overlapping.

(iv) The Sub Licensee is responsible for paying Third Party Overlapping Fees which are separate and in addition to the Pole Attachment License Fee paid by the original Licensee, as set forth in Schedule of Rates, Exhibit C.

c. Whenever the Licensee wishes a license to attach its Facilities to any Poles, it shall make a written application therefor, in duplicate, on the form appended to this Agreement as Exhibit A. The Licensee shall specify the location of the Pole or Poles involved and shall specify what Facilities it wishes to attach to each Pole. Licensee must receive authorization from UI prior to commencing any attachment work. Licensee shall furnish UI with such engineering data as requested by UI including the type of signal being carried. Each application shall include the Application Fee as set forth in Article VIII, Rates and Charges.

d. Licensee shall file applications for Attachment authorizations in blocks of 400 Poles or fewer. If multiple applications are filed at one time, Licensee shall designate a desired priority.

e. UI will process any applications, perform any required engineering and surveys, perform any Make-Ready Work, and perform any other required functions on a first-come, first-serve basis. UI is under no obligation to grant any license and may cancel any such license on sixty (60) days written notice, if in UI's judgment, the grant would be or is in non-compliance with requirements and specifications as denoted in Article IV, Section 2, or in instances of insufficient capacity, or for reasons of safety, reliability, or generally applicable engineering standards.

f. UI shall be under no obligation to grant or continue any license if Licensee has any outstanding and overdue payments owing to UI under this Agreement or under any other agreement with UI for the provision of Pole Attachments or underground paths.

g. All work performed under this Agreement shall be done by workers approved by UI for such work. Licensee must submit with its application (Exhibit A) its proposed workforce for installation of Facilities.

2. Specifications

a. Licensee's Facilities shall be placed, maintained, relocated and removed in accordance with the requirements and specifications of the Bell Operating Companies Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA), and the Department of Environmental Protection (DEP), any town ordinances, and the rules and regulations of any other governing authority having jurisdiction in effect at the time of attachment, maintenance, relocation or removal. Licensee's activities and Licensee's Facilities shall also comply with UI's Construction Standards for Pole Attachments, as may be updated from time to time. Where a difference in specification may exist, the more stringent shall apply. Licensee's Facilities shall not physically, electronically, inductively, or otherwise interfere with the facilities of UI, AT&T CONNECTICUT, or Other Licensees. In addition to any other requirement set forth or referred to herein, Licensee shall always maintain a twelve (12) inch (30.48cm) separation from any

existing communications facilities, except in the case of authorized Overlapping. Licensee shall not Overlap to its Facilities without the prior written permission from UI. Overlapping performed without UI's permission shall be considered an unauthorized Attachment and subject to the Unauthorized Attachment/Overlapping Fee described in Article IV, 6.

b. Licensee shall exercise whatever precautions necessary to avoid damage to facilities of UI and AT&T Connecticut and of others occupying space on said Poles, and hereby assumes all responsibility for any and all loss from damage caused by Licensee. The Licensee shall make an immediate report to UI of the occurrence of any damage and hereby agrees to reimburse UI, AT&T Connecticut and/or Other Licensees, as applicable, for any damage caused by Licensee.

c. Licensee shall not at any time make any additions to, or changes in, the location of its Attachments on the Poles covered by this Agreement without the prior written consent of UI, except in cases of emergency after oral permission shall have been obtained from UI's Electric System Business Manager such permission to be subsequently requested and confirmed in writing.

d. Licensee shall place a color coded (as determined by UI) label designating its ownership of any Facilities at each Pole, including any Overlapped Facilities. Such label must be recognizable by UI from ground level. If Licensee had existing licensed Attachments pursuant to a former agreement with UI, Licensee shall label such existing Attachments.

### 3. Pre-Construction Surveys and Make-Ready Work

a. A Pre-Construction Survey will be required for each Pole to which attachment is requested to determine the adequacy of the Pole to accommodate Licensee's Facilities. The field inspection will be performed by representatives of UI with optional participation by AT&T Connecticut, Other Licensees and the Licensee.

b. In the event UI determines that a Pole to which Licensee desires to make attachments is inadequate or that a Pole needs rearrangement of the existing facilities thereon to accommodate Licensee's Facilities, UI will inform Licensee in writing of the cost of the required Make-Ready Work. Charges for Make-Ready Work will be as specified in Article VIII, Rates and Charges. Additionally, any costs directly related to the construction and installation of a new Pole, the removal and disposal of a prior Pole, and any other charges and costs incurred by AT&T Connecticut or Other Licensees, shall be considered additional Make-Ready Work charges.

c. UI will specify the point of attachment on each of the Poles to be occupied by Licensee's Facilities. Where multiple Licensee's Attachments are involved, UI will attempt, to the extent practical, to designate the same relative position on each Pole for each of Licensee's Facilities.

d. Licensee shall have forty-five (45) days from the receipt of written notification from UI of the cost of Make-Ready Work to accept and pay all Make-Ready Work costs; provided, however, that if UI receives a request from an Other Licensee for an authorization to attach to a Pole for which a written notification of Make-Ready Work costs has been sent to Licensee, then Licensee must accept the Make-Ready Work costs within fifteen (15) days after receipt of notification from UI of the other attachment request or by the end of the forty-five (45) day period, whichever period of time is shorter.

e. Any required Make-Ready Work will be performed following UI's receipt of payment of the charges for Make-Ready Work.

f. If UI requires modifications to its facilities including, but not limited to, the replacement of a Pole, and if such modifications would not be necessary except for the Licensee's Attachment to the Pole, such modifications shall be additional Make-Ready Work and the Licensee shall pay the costs for such additional Make-Ready Work in accordance with the provisions of Article VIII, Rates and Charges. In the event that an Other Licensee has Facilities attached to the Pole, the cost of such additional Make-Ready Work shall be apportioned equally among the Licensees. Additional Make-Ready Work necessitated by changes in the service needs of UI will be billable to Licensee only when necessitated by the presence of Licensee Facilities.

g. Upon written notice from UI, Licensee shall promptly perform any Make-Ready Work necessary on Licensee's Attachments to accommodate an Other Licensee's attachment to a Pole and Other Licensee(s) shall pay all costs for such Make-Ready Work. UI is not and shall not be liable for any such expense. If Licensee fails to perform such Make-Ready Work within twenty (20) days from the date of written notice from UI, UI shall have the right, but not the obligation, to perform the Make-Ready Work and charge Other Licensee the cost of performing such work.

h. Traffic control, as required by the municipality in which any work is being performed by UI, for accommodation of Licensee Facilities, or Licensee shall be: 1) arranged by UI during its Make-Ready Work, and is included in the Make-Ready Work costs as specified in Article VIII,

Rates and Charges, and 2) arranged and paid for by Licensee during its attachment of Facilities and/or its Make Ready to accommodate Other Licensees.

i. Licensee shall notify UI in writing before adding to, relocating, replacing, adjusting or otherwise modifying its Appurtenances and/or Facilities on a Pole.

j. All tree trimming made necessary, in the sole opinion of UI, by Licensee's proposed Attachments at the time of the Attachment shall be performed by Licensee or its contractors at the sole cost and expense of Licensee. All tree trimming done on a maintenance basis shall be the responsibility of UI and is included in the Pole Attachment License Fee as specified in Article VIII, Rates and Charges. Costs for tree trimming associated with emergency and storm conditions shall be shared fully among all parties on a Pole.

k. All costs incurred by UI or AT&T Connecticut, which costs are directly related to the construction, removal or disposal of Poles, and are incurred in complying with town ordinances, decisions, directions or ordinances of the EPA, DEP or other governmental body having jurisdiction shall be shared equally by UI, Licensee, AT&T Connecticut and Other Licensees for affected Poles upon which they have Attachments.

4. Inspections of Licensee's Facilities

a. Licensee shall provide written notice to UI, at least twenty (20) days in advance of starting work, of the exact pole locations where Licensee will be placing its Facilities. Licensee shall also notify UI in writing within five (5) days of the date(s) of attachment of Licensee's Facilities to the Poles.

b. UI reserves the right to make Post-Construction and Periodic Inspections (of any part or all) of Licensee's Facilities attached to a Utility Pole.

c. Upon completion of a Post-Construction Inspection, UI will notify the Licensee in writing of the date of the completion of the Post-Construction Inspection.

d. The making of Post-Construction 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.

e. The costs of inspection made during construction and/or the initial Post-Construction Survey are included in the Make-Ready Work charges. The costs of Periodic Inspections or any inspections found necessary due to the existence or potential existence of substandard or unauthorized Attachments are not included in the Pole Attachment License Fee as described in Article VIII, Rates and Charges. Costs attributable to Periodic Inspections for unauthorized Attachments, Overlapping, or non-conforming conditions will be charged to the party responsible for the unauthorized Attachments, Overlapping, or non-conforming condition in addition to Unauthorized or Non-Conforming charges.

5. Non-Complying Conditions

a. Licensee is obligated to correct any non-complying conditions (i.e., conditions that are not in compliance with the terms and conditions and requirements as contemplated in this Agreement) within thirty (30) days of the date of the written notice from UI. If the Licensee fails to correct said conditions within thirty (30) days following UI's written notice to the Licensee:

(i) the License shall be revoked forthwith, regardless of whether Licensee has activated the Facilities attached to said Poles, and Licensee shall remove its Facilities from said Poles in accordance with the provisions in Article VII, Revocation of Authorizations, and/or

(ii) UI shall have the right, but not the obligation, to correct said conditions and Licensee shall pay to UI the cost of performing such work.

b. When such conditions pose an immediate threat to the public safety or the safety of the employees of UI, AT&T Connecticut, or Other Licensees, interfere with the performance of UI's or AT&T Connecticut's public service obligations, or pose an immediate threat to the physical integrity of the Pole plant, UI may perform such work and/or take such action that UI deems necessary including but not limited to terminating the applicable License(s) upon notice to Licensee and without any liability to Licensee or its customers. If prior notice is not practicable, UI will notify Licensee as soon as reasonably practicable after taking any such action. The cost of said work and/or actions shall be borne by Licensee.

c. Licensee shall be liable to UI for the Non-Conforming Construction Fee set forth in Article VIII, Rates and Charges, for each Attachment, for each day beyond the thirty (30) day period described above that the non-conforming condition remains uncorrected. No further Attachment

authorizations shall be issued to Licensee until Licensee's Facilities are removed from the Poles where such non-complying conditions exist or such non-complying condition is corrected.

6. Unauthorized Attachments/Unauthorized Overlapping

- a. Licensee must receive prior written authorization from UI for any of the following:
- (i) attachment of any Appurtenances and/or Facilities to Poles
  - (ii) Overlapping or Third Party Overlapping
  - (iii) sublicense or assignment of authorization as provided in Article IX, 5.

Absent such written authorization UI, without prejudice to its other rights or remedies under this Agreement, including revocation or otherwise, may charge an Unauthorized Attachment/Overlapping Fee per Pole for each unauthorized Attachment, Overlap, Third Party Overlap or sublicense, as specified in Article VIII, Rates and Charges. Further, UI will require the Licensee to submit in writing a Pole Attachment application for all unauthorized Attachments, Overlapping, Third Party Overlapping, or sublicense. If such application is not received by UI within ten (10) days after receipt of written notice by UI of the unauthorized condition, the Licensee will be required to remove its unauthorized Attachment, Overlap or Third Party Overlap within ten (10) days of the final date for submitting the required application, or UI may remove Licensee's Facilities without liability, and the cost of such removal shall be borne by the Licensee.

b. No act or failure to act by UI with regard to any unauthorized Attachment shall be deemed as the authorization of the Attachment; and, if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by UI of any of its rights or privileges under this Agreement, or otherwise, provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized Attachment from its inception.

7. Rearrangements/Shifting

a. UI may perform rearrangements and shifting of Licensee's Facilities as required in emergency or storm restoration conditions, vehicular accidents, threat to general public, or public work projects, to accommodate UI, AT&T Connecticut, or Other Licensees.

b. UI may rearrange and reattach Licensee's Facilities as needed under non-emergency conditions, but is under no obligation to do so. If UI is unable to perform the rearrangement or shifting at its sole determination, in non-emergency conditions, for reasons including but not limited to technical concerns or risk of damage or interference with Licensees' Facilities, UI will contact Licensee and Licensee shall perform any such rearrangement or shifting within twenty (20) days thereafter and provide notice to UI of completion of such rearrangement or shifting. If Licensee fails to perform such rearrangement or shifting and provide notice to UI of completion within the twenty (20) day period, the Non-Conforming Construction Fee as set forth in Article VIII, Rates and Charges, will apply on a daily basis per rearrangement or shift location until notification from the Licensee that the work has been completed.

c. The costs of rearrangements and shifting, including the cost of traffic control, performed by UI on behalf of the Licensee will be borne by the Licensee as set forth in Article VIII, Rates and Charges.

d. Licensee shall arrange and pay the cost of any rearrangement or shifting, including traffic control, during rearrangements or shifting for which Licensee is responsible.

8. Extraordinary Events

In the event of circumstances beyond the control of either Party, including but not limited to severe storms, natural disasters, or other extraordinary events, which cause damage to Licensee's Facilities, and/or UI's facilities, and/or AT&T Connecticut's facilities, or to Poles, or require replacement of Poles, each of Licensee, UI, the Other Licensees and AT&T Connecticut shall share the expenses for reconstruction or replacement of Poles, disposal of prior Poles and related materials and rearrangement of facilities.

**ARTICLE V**  
**OTHER OBLIGATIONS OF LICENSEES**

1. Insurance

a. Licensee shall carry insurance policies (including automobile liability) issued by an insurance carrier licensed to operate in the State of Connecticut to protect UI as named or additional



insured, from and against any and all claims, demands, actions, judgments, costs, and/or expenses, including attorney's fees, and liabilities which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage for the amounts specified as follows:

- b. The amounts of such insurance:
  - (i) against liability due to injury or to death of persons shall be not less than \$1,000,000 as to any one person and \$1,000,000 as to any one occurrence, and
  - (ii) against liability due to damage to property shall be not less than \$1,000,000 as to any one occurrence.
- c. Licensee shall also carry such insurance as will protect Licensee from all claims under any Worker's Compensation Law in effect that may be applicable.
- d. All insurance must be effective before UI will issue authorizations for attachment of Licensee's Facilities to any Pole, and shall remain in force as long as Licensee's Facilities remain attached to any Pole. In the event that Licensee shall fail to maintain the required insurance coverage, UI may pay any premiums thereon falling due and the Licensee shall reimburse UI for any such payments made.
- e. Licensee shall submit to UI certificates by each company insuring Licensee for all liabilities of Licensee referred to hereunder. Licensee's insurance policies shall provide that they will not cancel or amend such policy of insurance issued to Licensee except after thirty (30) days' prior written notice to UI.
- f. Licensee shall promptly advise UI of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's Facilities. Copies of all accident reports and statements made to the insurer by the Licensee, or others, shall be furnished promptly to UI.

## 2. Surety Requirements

Licensee shall furnish a bond or other satisfactory evidence of financial security in an amount specified as follows, to guarantee the payment of any sums which may become due to UI for Attachments or other fees due hereunder and any other charges for work performed for Licensee, by UI for which Licensee is responsible, including the removal of Licensee's Facilities upon termination of any authorization issued hereunder, and any such amounts remain unpaid for more than ninety (90) days. Such bond or other satisfactory evidence of financial security provided by Licensee shall remain in effect until twenty-four (24) months after the end of this Agreement.

- a. Licensee shall furnish a bond, irrevocable letter of credit or other security satisfactory to UI in the following amounts: Security in the amount of \$20.00, shall be required for each authorized Attachment. The total amount of security required hereunder shall not exceed \$300,000 or be less than \$1,000. Security will not be required where Licensee's total Attachment authorizations do not exceed ten (10).
- b. If the financial security is in the form of a bond or irrevocable letter of credit, such instrument shall be issued by a surety company or bank satisfactory to UI. The instrument shall contain a provision that the surety company or bank will pay UI within the dollar limits of the instrument any sum demanded by UI as due under this Agreement, whether or not UI exercises or has exercised any option it may have to terminate. If any such amounts are paid by surety company or bank, the Licensee shall restore the surety bond or letter of credit to the full amount required under this Article V, within thirty (30) days after notice of such payment is sent to the Licensee.
- c. The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee.

## ARTICLE VI LIABILITY AND DAMAGES

1. Licensee shall indemnify, hold harmless and defend UI from and against any and all claims, demands, causes of action and costs (including reasonable attorney's fees), for any damages to property or persons which arise out of Licensee's attachment to poles under this License Agreement or caused by the acts or omissions of Licensee, its agents, contractors, employees or sublicensees. UI shall notify Licensee of any such claims, demands, causes of action and costs as soon as is reasonably practicable and shall cooperate in the defense of such matters.

2. In the event Licensee or Licensee's Facilities physically or electronically damage or interfere with UI's, Other Licensee or AT&T Connecticut's Facilities, Licensee shall be liable for all expenses to correct such damage or interference including but not limited to any reimbursement claim from customers of UI, Other Licensees or AT&T Connecticut for such physical or electronic damage.

3. Should UI remove Licensee's Facilities from a Pole under Article VII, Revocation of Authorizations, UI will deliver to the Licensee the Facilities so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due UI. UI shall have a lien on Licensee's Facilities attached to Poles or removed therefrom, with a power of public or private sale, to cover any amounts due UI. Such liens shall not operate to prevent UI from pursuing, at its option, any other remedy in law, equity or otherwise.

4. Except for UI's gross negligence or willful misconduct, UI assumes no liability of any kind for the interruption of Licensee's services during any removal, maintenance, rearrangement, or shifting provided for under this Agreement. UI assumes no liability for failure to inspect any Attachments or Facilities.

5. In addition to and without limiting the foregoing, Licensee shall furnish a signed indemnity agreement in the form of Exhibit D attached hereto.

#### **ARTICLE VII REVOCATION OF AUTHORIZATIONS**

1. In addition to rights of termination provided to UI under other provisions of this Agreement, UI shall have the right to revoke Pole Attachment authorizations and rights granted under provisions of this Agreement where:

- a. the Licensee's Facilities are maintained or used in violation of any law, regulation or in aid of any unlawful act or undertaking; or
- 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 covered by the authorization; or
- c. the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations hereunder; or
- d. the Licensee attaches to a Pole or Overlashes without having first been issued written authorization therefore; or
- e. the Licensee, subject to the provisions specified in Article IX, Section 5, Assignment of Rights, should cease to provide its services; or
- f. the Licensee's Facilities are used by others not a party to this Agreement and who have not been authorized by UI as specified in Article IV, Section 5, Unauthorized Attachments or Article IX, Section 5, Assignment of Rights; or
- g. the Licensee sublicenses or apports part of the Licensed Attachment to an entity not a party to this Agreement, or Overlashes its own Facilities without permission from UI, or permits another party to Overlash to its Facilities and who have not been authorized in writing by UI as specified in Article IX, Section 5, Unauthorized Attachments or Article IX, Section 5, Assignment of Rights.

2. UI will promptly notify the Licensee in writing of any instances cited in Article VII Section 1 preceding, upon its determination of the same. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to UI within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to UI within the time stated above, in addition to any other rights of UI under this Agreement, UI may revoke the Attachment authorizations granted hereunder for Poles as to which such non-compliance continues to occur.

3. Pole Attachment authorizations and rights as granted under provisions of this Agreement may be immediately revoked by UI if:

a. The Licensee's insurance carrier shall at any time notify UI that the policy or policies of insurance as required in Article V, Other Obligations of Licensee, will be or have been canceled or amended so that those requirements will no longer be satisfied.

b. The Licensee shall fail to pay any sum due or to deposit any sum required under this Agreement, or shall fail to maintain satisfactory security as required in Article V, Other Obligations of Licensee, Section 2.

c. Any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the Licensee's Facilities on a Pole is denied, revoked, or canceled.

d. Upon notice from UI to the Licensee that the use of any Pole or Poles is forbidden by federal, state or municipal authorities, permission to attach to such Pole or Poles shall be immediately revoked and the Cables and Appurtenances of the Licensee shall be removed at once from the affected Pole or Poles by the Licensee.

4. Licensee may at any time remove its Facilities from a Pole after first giving UI written notice of Licensee's intention to so remove its Facilities.

5. In the event of termination of any of the Licensee's authorizations hereunder, the Licensee will remove its Facilities from the Poles within ninety (90) 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 UI until Licensee's Facilities are actually removed from the Poles. If the Licensee fails to remove its Facilities within the specified period, UI shall have the right, but not the obligation, to remove such Facilities at the Licensee's expense and without any liability on the part of UI for damage or injury to such facilities or interruption of Licensee's services. In the event UI removes any of Licensee's equipment from Poles pursuant to this Section, UI may hold such equipment as security for the payment of any sums due under this Agreement or may sell such equipment at a public or private sale without notice to the Licensee or may turn such equipment over to the Licensee, or may do any combination of these things. In the event that UI sells any of the Licensee's equipment, UI shall apply the proceeds to the payment of sums due under this Agreement and shall turn the balance, if any, over to the Licensee.

6. When Licensee's Facilities are removed from a Pole, no Attachment to the same Pole shall be made until the Licensee has first complied with all of the provisions of this Agreement as though no such Pole Attachment had been previously made and all outstanding charges due to UI for such Pole Attachment have been paid in full.

### ARTICLE VIII RATES AND CHARGES

The Licensee is responsible for payment of all rates, and charges as specified elsewhere in this Agreement and as set forth below. Licensee shall be responsible for payment of the Application Fee and all charges for Make-Ready Work in advance for work performed or expenses incurred by UI regardless of whether Licensee subsequently withdraws its application for Attachment authorizations for the Poles on which such work was performed.

All rates, and charges as set forth in this Agreement or Exhibit C, shall be subject to change not more than once in any one (1) year period, upon three (3) months prior written notice to Licensee.

Licensee agrees that, in the event Licensee fails to pay an amount due and payable within the period of time set forth for payment in this Agreement, interest shall accrue on the unpaid balance thereof at the rate of 1 1/2% per month for each month from the expiration of such period until payment is received by UI or the maximum interest rate permitted by law, whichever is the lesser amount.

1. Agreement Establishment Fee

The Agreement Establishment Fee as specified in Exhibit C shall be due and payable upon the execution of this Agreement. UI is under no obligation to process Pole attachment applications prior to receipt of payment of this fee.

2. Application Fee

The Application Fee shall be included with each application submitted by Licensee to UI. The Application Fee includes UI's provision of engineering and Pre-Construction Survey. The Application Fee is comprised of two rate elements, a non-recurring charge per Application and a per Pole charge. UI shall be under no obligation to accept any Application without the full Application Fee as specified in Exhibit C.

3. Pole Attachment License Fee/Third Party Overlash Fee

a. The Pole Attachment License Fee will be assessed on a per Attachment basis as set forth in the current Schedule of Rates in Exhibit C.

b. The Third Party Overlash Fee will be assessed on a per pole as set forth in the current Schedule of Rates in Exhibit C. This fee is paid to UI by the Sub Licensee and is in addition to the Pole Attachment License Fee paid by the Licensee.

c. Licensee shall provide a copy of its certification of public convenience and necessity from the DPUC to UI with its Pole Attachment application. Licensee shall provide a copy of its certification as a facilities based provider to UI with its Pole Attachment application.

d. The amount of the semi-annual license fee to be billed for each full semi-annual period is determined by the number of Pole Attachments included in licenses as of December 31 or June 30, of each calendar year, as the case may be, next preceding the semi-annual bill. The bill for each semi-annual period shall be payable in advance within thirty (30) days of the date of the bill. Billing for newly licensed Pole Attachments or revoked licensed Poles occurring during any billing period shall be trued up in the next billing cycle at a prorata monthly rate. UI shall invoice Licensee on or about the 15th day of January for the first six months of the calendar year and on or about the 15th day of July for the second half of the calendar year. Failure to pay such fees within thirty (30) days after the date of the bill therefore or on the specified payment date, whichever is earlier, shall constitute a default under this Agreement.

4. Unauthorized Attachment/Overlapping Fee

The Unauthorized Attachment Fee specified in Exhibit C will be charged on a per Pole basis for any unauthorized Attachment, unauthorized Overlapping, or unauthorized use of a Pole Attachment, such fee to be applicable with respect to the time period commencing as of the date that UI reasonably determines the unauthorized Attachment, Overlapping or use was made up to the date that such unauthorized Attachment, Overlapping or use is removed or remedied as provided for and subject to all of the terms and conditions in this Agreement.

5. Charges for Make-Ready Work, Rearrangement/Shifting, Periodic Inspection

Make-Ready Work charges shall be billed and shall be payable up to forty-five (45) days prior to the commencement of work on individual Poles, according to the current Schedule of Rates in Exhibit C. Make-Ready Work Charges include UI's provision of Post Construction Inspections. Rearrangement/Shifting charges and Periodic Inspection charges will be billed according to the current Schedule of Rates in Exhibit C.

6. Bill Detail

UI shall provide a standard report on a semi-annual basis, which report illustrates the total number of Pole Attachments as of the date of UI's bill, at no additional cost to Licensee. Other bill data requests will be handled on an individual case basis at the written request of Licensee.

7. Non-Conforming Construction Fee

The Non-Conforming Construction Fee specified in Exhibit C, will be charged on a per-day and per-Pole basis for any non-conforming construction and/or non complying condition which is not brought into conformance within the thirty (30) day period outlined in Article IV, Section 5 or for any failure to perform rearrangements and shifting as set forth in Article IV, Section 7.

8. Payment of Rates and Charges

Unless otherwise provided elsewhere in this Agreement, Licensee shall pay all rates and charges, as specified in the Agreement, within thirty (30) days from the dates of billing thereof. If Licensee disputes any amount invoiced by UI, Licensee shall make payment of the invoice in full and

shall notify UI in writing of the disputed amount. Licensee may dispute any amount within ninety (90) days after the date that payment has been made. Licensee shall include any documentation supporting its position in such written notification. The Parties shall work together to resolve the dispute in an expeditious manner. In the event the dispute is resolved in the favor of the Licensee, or UI, then the other Party shall include interest calculated at the rate set forth above in Article VIII, Rates and Charges.

9. Amounts Due to AT&T CONNECTICUT

Any references in this Agreement to payment, compensation, or reimbursement due to AT&T Connecticut are separate from the rates and charges set forth in this Article VIII, and Exhibit C, and shall remain payable by Licensee regardless of the rates and charges described herein.

**ARTICLE IX**  
GENERAL TERMS AND CONDITIONS

1. Compliance with Applicable Laws

The Licensee and UI shall at all times observe and comply with, and the provisions of this Agreement are subject to all applicable federal, state, and local laws, ordinances, and regulations which in any manner affect the rights and obligations of the Parties. Any such applicable Law, rule, regulation, order or tariff shall automatically supersede the provisions hereof and the parties agree to modify in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such Law, rule, regulation, order or tariff. Should any term of this Agreement be determined by a court or other entity with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

Each Party shall also comply with the provisions of the Fair Labor Standards Act of 1938, as amended, and the Federal Occupational Safety and Health Act of 1970 (OSHA), as amended, and with any rules and regulations under such Acts as well as other applicable federal, state, county, and local laws, regulations and codes including, but not limited to, laws and codes that specify the qualifications required to work in the electric supply gain of the pole.

Licensee shall be responsible for obtaining from the appropriate authority any required authorizations to operate and/or maintain its communications facilities on public and/or private property before it attaches, rearranges, or removes any Facilities to any Pole(s). Licensee shall supply to such authorities any information pertaining to their installation as shall be legally required.

2. Rights in Poles

No use, however extended, of a Pole or payment of any fee or charge required hereunder shall create or vest in the Licensee any ownership or property right in any such Pole, but the Licensee's rights herein shall be and shall remain a revocable license. UI and/or AT&T CONNECTICUT, as applicable, are and shall remain the owners of all Poles, Anchors and Guy Strands covered by this Agreement.

3. Other Agreements

Nothing contained herein shall be construed as a limitation, restriction, or prohibition against UI with respect to any agreement(s) and arrangement(s) which UI has entered into, or may in the future enter into, with others not covered by this Agreement, except that authorizations for Attachments existing at the time of such future agreements or arrangements shall not be diminished. The rights of Licensee shall at all times be subject to such existing and future agreement(s) or arrangement(s). UI, in negotiating and entering into any such agreement(s) and arrangement(s), shall give due and reasonable regard to the Licensee's potential future interest in Licensee accommodation to a Pole to be covered by such future agreement(s) and arrangement(s).

4. License Not Exclusive

Nothing herein contained or elsewhere shall be construed as a grant of any exclusive license, right or privilege to Licensee. UI 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 Poles covered by this Agreement.

5. Assignment of Rights

Licensee shall not assign, sublicense, or transfer any authorization granted herein, or Overlash or permit Overlapping by another party, and any such authorization shall not inure to the benefit of Licensee's successors or assigns without the prior written consent of UI. In the event such consents are granted by UI, the provisions of this Agreement shall apply to and bind the Licensee's and Sub Licensee's successors and assigns.

6. Waiver of Terms and Conditions

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

7. Entire Agreement

This Agreement supersedes all previous agreements between the Parties for maintenance and placement of Pole Attachments and Facilities by the Licensee and constitutes the entire agreement between the Parties. It may not be modified or amended nor may any obligation of either Party be changed or discharged except in writing signed by the duly authorized officer or agent of the Party to be charged. Currently effective licenses, if any, issued pursuant to previous agreements shall remain in effect as if issued pursuant to this Agreement.

8. Notices

Any notice to be given to either Party under this Agreement shall be sent by 1) certified mail, return receipt requested, 2) overnight mail, or 3) facsimile with a confirmation, followed by an original sent by regular US mail or overnight mail, to:

UI:                                   The United Illuminating Company  
  801 Bridgeport Avenue  
  Shelton, Connecticut 06484  
  Att:     Electric Systems Business Manager  
  Phone: (203) 926-4601  
  Fax:     (203) 926-4457

with a copy to:                   \_\_\_\_\_

  \_\_\_\_\_

  \_\_\_\_\_

Fax:                                 \_\_\_\_\_

Licensee:                         [Company Name]

with a copy to:                   \_\_\_\_\_

  \_\_\_\_\_

  \_\_\_\_\_

Fax:                                 \_\_\_\_\_

Any such notice shall be effective immediately upon being deposited in the United States mail, confirmation of facsimile or delivery to an overnight courier.

9. Taxes

If the presence of the Licensee on UI's Poles causes UI to pay any new or additional tax which UI would not otherwise pay, Licensee shall reimburse UI to the full extent of such new or additional tax, as additional charges, within thirty (30) days of receiving a bill therefor from UI.

10. Governing Law

This Agreement shall be governed by, and interpreted according to, the laws of the State of Connecticut, without regard to its conflicts of laws principles.

11. Survival

The provisions of this Agreement that by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of the revocable licenses granted by UI under this Agreement shall continue in full force and effect after such expiration or termination, including but not limited to the payment and indemnity obligations of Licensee under this Agreement

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

Licensee: **[Company Name]**

**THE UNITED ILLUMINATING COMPANY**

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

By: Richard J. Reed

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

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

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

Title: Vice President Electric System

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

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

**EXHIBIT A**

**APPLICATION AND POLE LICENSE**

Application No. \_\_\_\_\_  
Date: \_\_\_\_\_

To:  
The UNITED ILLUMINATING Company

In accordance with the terms and conditions of the Pole Attachment License Agreement between us, dated as of \_\_\_\_\_, 20\_\_, application is hereby made for a license to make attachments to the following poles as attached hereto. The application fee is also enclosed herewith. If multiple applications are attached, please prioritize here:

\_\_\_\_\_  
[Company Name]  
Signature \_\_\_\_\_  
Title \_\_\_\_\_

Such of the poles indicated on the attached pages as have not been stricken from the list are or can be made available for attachment thereto subject to your acceptance of necessary changes and rearrangements at an estimated Make Ready Cost of \$\_\_\_\_\_ payable in advance. A complete description of all Facilities shall be given, including quantities, sizes and types of all Facilities and type of signals being carried.

The United Illuminating Company

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

The above changes and rearrangements are accepted and advance payment therefore is enclosed.  
(Name of Licensee)

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

License Number \_\_\_\_\_ is hereby granted as of \_\_\_\_\_ 20\_\_, for attachment to such of the poles indicated on the reverse hereof or as attached hereto as have not been stricken from the list. This license is issued under the terms and conditions of the Pole Attachment License Agreement.

THE UNITED ILLUMINATING COMPANY

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



**EXHIBIT A**

Page 2

Application No. \_\_\_\_\_

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

Application and Pole License

<u>Pole Number</u>	<u>Street</u>	<u>Town</u>	<u>Custodian (Pole Tag)</u>	<u>Equipment to be attached</u>	<u>Cable Size (Size/Weight)</u>
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**EXHIBIT B**

NOTIFICATION OF REMOVAL OF POLE ATTACHMENT BY LICENSEE

Date \_\_\_\_\_

The United Illuminating Company

In accordance with the terms and conditions of the Pole Attachment License Agreement between us, dated as of \_\_\_\_\_, 20\_\_, kindly cancel from your records the following poles covered by the licenses indicated from which our attachments were removed on \_\_\_\_\_, 20\_\_.

<u>Pole Number</u>	<u>Pole Location</u>	<u>License Number</u>	<u>Municipality</u>
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\_\_\_\_\_  
[Company Name]

Signature \_\_\_\_\_

Title \_\_\_\_\_

RECEIPT of the above Notice is hereby acknowledged,

The United Illuminating Company

By \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

(Submit in duplicate)

**EXHIBIT C**

SCHEDULE OF RATES  
FOR  
STANDARD POLE ATTACHMENTS

1.	Agreement Establishment Fee - NRC:	\$650.00	
2.	Licensing Application Fee - NRC: Per Pole Fee - NRC: 1 – 15 Poles: 16 - 400 Poles:	\$150.00 \$46.00 \$26.00	
			Pole Ownership
			<u>UI 100%</u> <u>UI 50%</u>
3.	Pole Attachment License Fee - Per Pole Per Year:	\$23.77	\$11.89
4.	Third Party Overlash Fee – Per Pole Per Year:	\$23.77	\$11.89
5.	Unauthorized Attachment/Overlashing Fee - Per Pole Per Year: \$110.00	\$110.00	
6.	Non-Conforming Construction-Fee: - Per Pole Per Day: \$110.00	\$110.00	
7.	Shifting Fee – Per Pole Per Attachment \$110.00	\$110.00	
8.	Make-Ready Work Charges Rearrangement/Shifting Fee Periodic Inspection Fee		Time & Materials

**EXHIBIT D**

**THE UNITED ILLUMINATING COMPANY  
INDEMNITY AGREEMENT**

The undersigned will indemnify and save harmless UI from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against UI by reason of any act or omission of the undersigned, or of any subcontractor to the undersigned, or of any person directly or indirectly employed by the undersigned or any such subcontractor, in the performance of any work for, or the rendering of any services to, UI.

[Insert Name]

Contractor/Provider

Signature

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Title

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Date

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