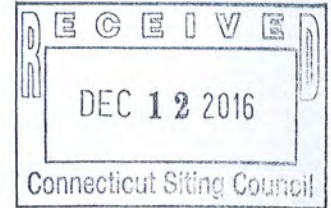


STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL



IN RE: :
: :
A PETITION OF CELLCO PARTNERSHIP : PETITION NO. 1273
D/B/A VERIZON WIRELESS FOR A : :
DECLARATORY RULING ON THE NEED TO : :
OBTAIN A SITING COUNCIL CERTIFICATE : :
FOR THE INSTALLATION OF A SMALL CELL : :
TELECOMMUNICATIONS FACILITY IN THE : :
METCALF ROAD RIGHT-OF-WAY, : :
TOLLAND, CONNECTICUT : DECEMBER 12, 2016

ORIGINAL

**RESPONSES OF CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
TO CONNECTICUT SITING COUNCIL INTERROGATORIES**

On November 28, 2016, the Connecticut Siting Council (“Council”) issued Interrogatories to Cellco Partnership d/b/a Verizon Wireless (“Cellco”), relating to the above-captioned petition. Below are Cellco’s responses.

Question No. 1

Who owns the property on which the pole is located?

Response

The pole that Cellco intends to use is located within the Town’s Metcalf Road right of way (ROW). The private parcel immediately north of the pole is owned by Dennis Culhane.

Question No. 2

Is the pole on property known as 264 Metcalf Road? Confirm the existing wood pole is within a municipal right of way traversing property located at 264 Metcalf Road?

Response

The pole that Cellco intends to use for its small cell facility is located in the Metcalf Road

ROW adjacent to the property at 264 Metcalf Road.

Question No. 3

Attachment 5 lists all abutting property addresses at 264 Metcalf Road. Please explain.

Response

Attachment 5 in the Petition incorrectly lists the three abutting/adjoining property owners as having the same street address. The corrected street addresses to the three abutters noted in Attachment 5 of the Petition are provided below.

Property Address	Owner and Mailing Address
264 Metcalf Road	Dennis R. Culhane 264 Metcalf Road Tolland, CT 06084
245 Metcalf Road	Michael V. Gandza and Donna M. Gandza 29 Race Brook Road West Hartford, CT 06101
271 Metcalf Road	Gail D. MacDonald 124 Leonard Street Raynham, MA 02767

It was also recently discovered that the pole location shown in Attachment 4 of the Petition and used to develop the original 140-foot radius map was incorrect. The actual subject pole installed by Eversource is located approximately 170 to the east of its original intended location. As a result, the property at 232 Metcalf Road should have been included on the list of adjoining landowners. The owner of this parcel is Michael Pennington at 232 Metcalf Road, Tolland, CT 06084. A copy of the Petition and notice letter were sent to Mr. Pennington on December 7, 2016 via Certificate of Mailing. Enclosed as Attachment 1 to these responses is the corrected 140-foot abutting parcels map; an updated list of abutting/adjoining landowners; a copy of the letter sent to Michael Pennington; and a copy of the Certificate of Mailing verifying notice

has been sent to Mr. Pennington.

Question No. 4

Is the 140 foot radius to notify abutting property owners referenced on page 5 of the petition based on a typical utility pole span length as established in Public Utility Regulatory Authority Docket No 07-03-34RE01 APPLICATION OF THE CITIES OF BRIDGEPORT, DANBURY AND STAMFORD FOR A DECLARATORY RULING REGARDING THE SAFETY OF VRAD BOXES – JUDGMENT ON STIPULATION decision dated August 12, 2009?

Response

Yes.

Question No. 5

Provide the pole attachment agreement with Eversource Energy. If necessary file with a Motion for Protective Order.

Response

A copy of the Master Wireless Pole Attachment License Agreement between Eversource and Cellco is included in Attachment 2 of these responses.

Question No. 6

When was the pole installed? What is the depth of the pole in the ground? Why is the Eversource Energy pole untagged?

Response

The pole was installed by Eversource on or about July 18, 2016. This is a 45-foot pole, six (6) feet of which is below grade and 39 feet above grade. Because it is a new pole it remains (temporarily) untagged. Eversource expects to “tag” the pole after the approval of this Petition.

The pole no. 35225 has been inscribed on the pole temporarily.

Question No. 7

Identify the zoning of the site and describe surrounding land uses.

Response

The zoning classification surrounding the pole location is Rural Design District (RDD). Land use in the area is predominantly low-density residential. The three of the four immediately adjoining parcels are currently vacant. The fourth maintains a single-family residence. The I-84 right of way lies to the north and runs parallel to Metcalf Road.

Question No. 8

Where is the nearest school and the nearest commercial child day care center? Provide the distances and directions from the existing pole?

Response

The nearest school, Tolland Intermediate School at 96 Old Post Road in Tolland, Connecticut, is located approximately 1.35 miles northeast of the pole location. The nearest commercial daycare facility, the New Life Christian Preschool at 75 Cider Mill Road in Tolland, Connecticut, is located approximately one (1) mile northeast of the pole location.

Question No. 9

What is the distance and direction of the nearest residence?

Response

The closest residence is located approximately 185 feet to the east, at 232 Metcalf Road. Please see attached Site Schematic provided in Attachment 3.

Question No. 10

Would the pole's setback radius encroach on any adjoining properties? If so, state the distance of the encroachment and who owns these properties?

Response

Yes, the poles setback radius (a distance equal to the height of the pole above grade) would extend onto the properties at 264 Metcalf Road to the north and may extend across Metcalf Road onto property at 245 Metcalf Road to the south.

Question No. 11

Is the proposed site located within a 100-year or 500-year flood zone?

Response

Yes, the proposed site is located within a 100-year floodplain associated with the nearby Chapins Meadow Brook. Please see attached a Preliminary Flood Analysis report prepared by All-Points Technology Corp. ("APT") and included in Attachment 4 of these responses for details regarding the site's location within a Flood Zone A.

Question No. 12

Would inland wetlands be impacted by this installation?

Response

No. Chapins Meadow Brook and associated bordering wetlands are located approximately 13 feet to the north/northeast of the pole (No 35225) location. Although the proposed Cellco installation on the existing utility pole will result in no further soil disturbance, erosion controls (i.e., straw wattles) are recommended to be installed between the work area surrounding pole no. 35225 and the adjoining wetland area as a protective measure. Provided erosion control measures are properly installed and maintained during Cellco's equipment

installation activities, no adverse impacts to Chapins Meadow Brook or the associated wetlands are anticipated. Please see APT's Wetland Inspection report, provided in Attachment 5 for additional details regarding nearby wetland resources.

Question No. 13

Is the proposed site within a Department of Energy and Environmental Protection Natural Diversity Data Base (NDDB) area? Please provide NDDB map.

Response

No. The proposed site is not located within a NDDB buffer area. An Environmental Resources map, provided in Attachment 6, does not depicted any NDDB buffer areas within the vicinity of the proposed small cell facility.

Question No. 14

What structural standard applies to the wood pole design?

Response

The Structural Analysis for the Eversource pole no. 35335 is included in Attachment 7. The wood utility pole meets the requirements of the National Electrical Safety Code (NESC) 12 (250B), Grade C, Heavy Load standards.

Question No. 15

What measures are proposed for the site to ensure security and deter vandalism?

Response

Consistent with the Eversource pole attachment requirements, the bottom of the lowest piece of equipment on the pole is located six feet six inches (6'-6") above grade. In part, this requirement is designed to place most of the equipment out of the reach of pedestrians and at a level that does not interfere with sight lines of vehicles traveling along Metcalf Road, while at the

same time, making it accessible to Cellco technicians.

Question No. 16

How long can Cellco operate on its proposed battery cabinet? What is Cellco's plan to provide power during an extended power outage?

Response

The back-up battery system proposed at Tolland SC 4 would provide backup power to the small cell facility for up to 6.4 hours. During extended power outages (greater than 6.4 hours) the facility would go off-line until commercial power was restored. Surrounding macro cell sites in the area all maintain permanent back-up generators and would provide continuous service during the same extended outage.

Question No. 17

In the event the pole is damaged or otherwise compromised, does power to the antenna shut off?

Response

If the pole were to fall, for some reason, the electric power service line to the small cell facility would likely disconnect from the pole, cutting off power to the antenna and radio equipment. The small cell installation will also maintain a manual service disconnect on the pole. (See Attachment 1 of the Petition - Pole Elevation drawing on plan sheet C-2).

Question No. 18

Provide the metric analysis for the need of the proposed installation and describe any rejections of potential alternatives.

Response

The principle objective of the Tolland SC 4 facility is to provide coverage to an existing

½ mile gap in wireless service along I-84, immediately north of the proposed small cell facility. (See Cellco's 700 MHz Existing and Proposed Coverage Maps include in Attachment 8 of these responses). The Tolland SC 4 facility will provide service that will fill this gap. Because the wireless service objective is so precise, Cellco's initial site search effort was focused on eight (8) existing utility poles, seven (7) of which are located along Metcalf Road.¹ Because five (5) of the seven (7) Metcalf Road poles support transformers, Eversource would not allow Cellco to attach small cell equipment to these poles. The two remaining poles investigated were available for attachment but at a much lower antenna height (approximately 15 feet above grade) because the poles support primary electric service to the area. (See Attachment 9.) At this height, the small cell antenna would not provide the service needed in the area. Eversource, therefore, agreed that it would install a new utility pole, in the Metcalf Road ROW for Cellco's use.

Question No. 19

Provide existing and proposed coverage maps.

Response

See Attachment 8.

Question No. 20

Does power from an adjacent Eversource pole extend overhead or underground? Identify the pole that supplies power by number and distance and direction from proposed installation.

Response

Electric power is not currently connected to the pole, but will, most likely, extend overhead from Eversource Pole No. 22232 immediately to the south along Metcalf Road. Final determination of this connection will be made by Eversource if the small cell attachment is

¹ The eighth pole (No. 22246) is located too far to the west to satisfy Cellco's coverage objective.

approved by the Council.

Question No. 21

Describe guy wires or any other support wires attached to the pole. If wires are attached to another pole identify that pole by number and distance and direction from proposed installation.

Response

As shown on the photograph included in Attachment 10, there is a single anchor wire attached to the pole.

Question No. 22

Provide a site plan of the pole in relation to other support poles/wires, power, property boundaries and road.

Response

A Site Schematic provided in Attachment 11 depicts the site pole location in relationship to other overhead distribution poles and wires, property boundaries and Metcalf Road.

Question No. 23

Narrative on page 5 of Petition (FAA section) states “the 30 foot utility pole”, should this read 42 feet?

Response

Correct. The narrative should state a pole height of 42 feet (to the top of the antenna) as referenced in the FAA Summary Report. The actual height of the pole and canister antenna above grade is shown as 41.7 feet above grade in the Petition.

Question No. 24

What is the expected noise level of the antenna and equipment and would it meet

applicable noise standards?

Response

None of the small cell components (antenna, remote radio head and related electrical equipment or battery cabinet) create any noise.

Question No. 25

Provide a photo simulation of the installation including antenna and equipment. What color is the antenna and equipment? Could it be painted to blend with the pole?

Response

See Attachment 12. As shown on the attached photo-simulation, the antenna and associated equipment maintain a light gray color. The antenna and equipment can be painted to match the pole color.

ATTACHMENT 1

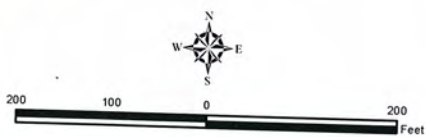


Google

Imagery ©2016

- Legend**
- Site Utility Pole #35225
 - Utility Pole
 - Overhead Utility Line
 - Assessor Parcel Boundary
 - 140' Radius
 - Parcels Within 140' Radius

Map Notes:
 Base Map Source: 2016 Google Imagery
 Map Scale: 1 inch = 200 feet
 Map Date: December 2016



140-foot Abutting Parcels Map

Proposed Wireless
 Telecommunications Facility
 Tolland SC4 CT
 Metcalf Road
 Tolland, Connecticut



CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

ABUTTING PROPERTY OWNERS

**METCALF ROAD RIGHT OF WAY
TOLLAND, CONNECTICUT**

	Property Address	Owner's and Mailing Address
1.	264 Metcalf Road	Dennis R. Culhane 264 Metcalf Road Tolland, CT 06084
2.	245 Metcalf Road	Michael V. Gandza and Donna M. Gandza 29 Race Brook Road West Hartford, CT 06101
3.	271 Metcalf Road	Gail D. MacDonald 124 Leonard Street Raynham, MA 02767
4.	232 Metcalf Road	Michael Pennington 232 Metcalf Road Tolland, CT 06084

December 7, 2016

Via Certificate of Mailing

Michael Pennington
232 Metcalf Road
Tolland, CT 06084

Re: **Proposed Installation of a Wireless Telecommunications Facility
Metcalf Road Right of Way, Tolland, Connecticut**

Dear Mr. Pennington:

This firm represents Cellco Partnership d/b/a Verizon Wireless (“Cellco”). On November 7, 2016, Cellco filed a Petition for Declaratory Ruling (“Petition”) with the Connecticut Siting Council (“Council”) seeking approval to establish a new small cell telecommunications facility in the public right of way of Metcalf Road, near property at 264 Metcalf Road, Tolland, Connecticut (the “Property”). The facility will consist of a small wood tower, supporting a single canister antenna and related equipment. The top of the antennas would extend to a height of 41’-7” above grade. Equipment including a back-up battery cabinet associated with the small cell antenna will be attached to the lower portion of the pole. A copy of Cellco’s Petition is attached for your review. Also attached is an updated adjoining owners list and map showing property within 140 feet of the subject utility pole.


This notice is being sent to you because you are listed on the Town Assessor’s records as an owner of land with approximately 140 feet of the pole location. If you have any questions regarding the Petition, the Council’s process for reviewing the Petition or the details of the filing itself, please feel free to contact me at the number listed above. You may also contact the Council directly at 860-827-2935.

15825378-v1

Robinson + Cole

December 7, 2016
Page 2

Sincerely,



Kenneth C. Baldwin

Attachment

Copy to:

Melanie A. Bachman



Certificate of Mailing — Firm (Domestic)

Name and Address of Sender
 Kenneth C. Baldwin, Esq.
 Robinson & Cole LLP
 280 Trumbull Street
 Hartford, CT 06103

TOTAL NO. of Pieces Listed by Sender
 1

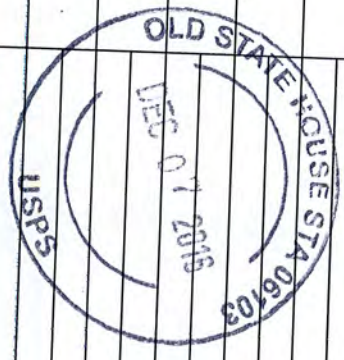
Affix Stamp Here
 Postmark with Date of Receipt.

neopost®
 12/07/2016
US POSTAGE \$001.3C

 ZIP 06103
 041L122033

Postmaster, per (name of receiving employee)
 JF

USPS Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1	Michael Pennington 232 Metcalf Road Tolland, CT 06084				
2					
3					
4					
5					
6					



ATTACHMENT 2

**CL&P DBA EVERSOURCE ENERGY'S STANDARD FORM
WIRELESS POLE ATTACHMENT AGREEMENT FOR TELECOMMUNICATIONS CARRIERS
BETWEEN
THE CONNECTICUT LIGHT AND POWER COMPANY DBA EVERSOURCE ENERGY AND
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**

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THIS AGREEMENT, made as of the date it is signed by Licensor ("Effective Date" or "effective date") by and between The Connecticut Light and Power Company dba Eversource Energy, a specially chartered Connecticut corporation with an office at 107 Selden Street, Berlin, CT 06037 (hereinafter called "Licensor"), and Cellco Partnership d/b/a Verizon Wireless, a general partnership organized and existing under the laws of the State of Delaware, having its principal office located at One Verizon Way, Mail Stop 4AW100 Basking Ridge, New Jersey 07920 (hereinafter called "Licensee"). Collectively Licensor and Licensee are referred to herein as the "Parties" or singularly as a "Party".

WITNESSETH:

WHEREAS, Connecticut General Statute Section 16-247a has encouraged the shared use of existing facilities where possible; and

WHEREAS, the Licensee has obtained a certificate of public convenience and necessity from the Connecticut Public Utilities Regulatory Authority which was formerly known as the Connecticut Department of Public Utility Control ("PURA") or has provided CL&P with a legal opinion from Licensee's attorney that Licensee is exempt from PURA's requirement to obtain a certificate of public convenience and necessity; and

WHEREAS, this Agreement governs the terms and conditions under which the Licensor agrees to allow Licensee to attach certain specific Facilities (as said term is defined in Article II) to the Licensor's utility poles located in Connecticut; and

WHEREAS, the Licensor is willing to grant limited and restricted rights to the Licensee pursuant to applicable federal, state and local law and the terms of this Agreement for Licensee to attach its Facilities (as said term is defined in Article II) to such poles provided such attachments will not adversely affect the public service responsibilities or other public utility operations of the Licensor (as said term is defined in Article II), and provided that the Licensor is reimbursed for its costs and protected from liability which may arise there from; and

Capitalized terms used herein have the meaning assigned to such terms in Article II.

NOW THEREFORE, in consideration of the mutual covenants, 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, Licensor will issue to Licensee a revocable, nonexclusive license authorizing the attachment of Licensee's wireless Attachments and Facilities to Poles within the (i) public right-of-way and (ii) within those electric distribution easement areas located on private property that have been approved by Licensor, which approval by Licensor will not be unreasonably withheld; and Licensee's proposed installations shall be set forth in more detail in Licensee's application to Licensor for permission to attach to Poles. The Licensee understands that Licensor and Other Owners jointly own certain Poles, and with respect to such Poles that are jointly owned by Licensor and Other Owners, the Licensee shall be responsible for complying with (a) this Agreement and (b) the terms, conditions, policies, procedures and agreements of such Other Owners.

**ARTICLE II
DEFINITIONS**

0. Affiliate

An entity under common ownership or control with Licensee.

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, etc.).

3. Attachment or Pole Attachment

An Attachment shall consist of the bolts, lags, screws, extension arms (only with specific approval of Licensor on an individual case basis), or other hardware necessary to attach one (1) of Licensee's wireless telecommunications devices to a Pole, all of which must be approved in advance in writing by Licensor pursuant to the terms of this Agreement, including but not limited to Licensor's standards for wireless telecommunications devices in Exhibit F hereto and all supplements and amendments thereto adopted by Licensor from time to time even if copies of such supplements or amendments are not attached to this Agreement..

4. Days.

For purposes of this Agreement, all references to Days or days shall be to calendar days.

5. Facilities or Licensee's Facilities

Attachments and all associated equipment, hardware and Appurtenances of Licensee (i) which Licensor has authorized in writing to be attached to one or more Poles pursuant to the terms of this Agreement and (ii) which have been installed for the sole use of the Licensee for any lawful purpose, excluding any wireline cable television or telecommunications facility used to provide backhaul because such wireline facilities are subject to, and governed by, a separate wireline pole attachment agreement between Licensor and Licensee. The singular term for Facilities is "Facility".

6. Guy Strand

A metal cable (Facility) which is attached to a Pole and Anchor (or another Pole) for the purpose of reducing Pole stress.

7. Law

Any and all applicable federal, state and local laws, rules and regulations, orders, ordinances of a governmental authority, including but not limited to orders, rules, tariffs, policies, procedures and regulations of the Connecticut Public Utilities Regulatory Authority which was formerly known as the Department of Public Utility Control or its successor(s) (the "PURA"), including but not limited to the September 29, 2010 decision in Docket No. 08-06-19 concerning the pole attachment make-ready process and June 30, 2010 decision in CL&P's rate case in Docket No. 09-12-05. All references herein to said PURA decisions include all amendments, supplements and clarifications thereto resulting from PURA decisions and/or from PURA-monitored working groups.

8. Licensee

The person, corporation or other legal entity authorized by the Licensor under this Agreement to attach its Facilities to Poles and the party responsible for compliance with applicable Law and Licensor's rules, tariffs, policies, procedures and regulations regarding such accommodations.

9. Licensor

The Connecticut Light and Power Company dba Eversource Energy ("CL&P") and its successors and assigns.

10. Make-Ready Work (Initial/Additional)

All work performed by Licensor, the Other Owners and/or Other Licensees permitted to attach to Poles, 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 Facilities shall be referred to as "additional Make-Ready Work."

11. Non-Conforming Construction/Shifting Fee

Has the meaning provided in Article VIII of this Agreement.

12. Other Licensees

Any person, corporation, or other legal entity, other than the Licensee herein, to whom the Licensor and/or Other Owners has or hereafter shall extend an authorization to attach facilities to a Pole.

13. Other Owners

Telephone companies that have joint ownership of Poles with Licensor and/or those telephone companies that have authorized CL&P to license attachment of Facilities and Appurtenances on such telephone companies' Poles or jointly owned Poles.

14. Periodic Inspection

Inspections conducted by Licensor on portions of Licensee's Facilities, to determine that Attachments and Facilities are authorized and that Attachments and Facilities are maintained in conformance with this Agreement.

15. Pole or Utility Pole

A pole solely owned or jointly owned by the Licensor and/or by an Other Owner and used to support Licensor's facilities, as well as the facilities of an Other Owner, Licensee and/or Other Licensees.

16. Post-Construction Inspection

The work operations and functions performed by Licensor to measure and/or visually observe Licensee's Attachments and/or Facilities within forty-five days after completion of the construction of such Attachments and/or Facilities, to determine that all Attachments and/or Facilities have been authorized and constructed in conformance with the standards required by this Agreement.

17. Pre-Construction Survey

The work operations and functions performed by Licensor 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 Licensee's application and prepare the Make-Ready Work.

18. Unit Cost

A dollar amount subject to periodic revision, applicable to specified work operations and functions, including materials and labor costs.

19. Unauthorized or Non-Conforming Charges

Has the meaning provided in Article VIII of this Agreement.

**ARTICLE III
PERMITS AND CONSENTS**

1. Permits and Consents

a. The Poles covered by this Agreement shall be only such Poles that fall within the scope of this Agreement (as said scope if defined in Article I) with respect to which Licensor has the power and privilege of granting licenses. Licensee shall be responsible for obtaining from Other Owners, 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 shall furnish proof of any such easement, right of way, license, permit, permission, certification, or franchise within thirty (30) days of request by Licensor. The Licensor does not warrant the validity or apportionability of any rights it may hold to place facilities in the public right-of-way and on private property. The license granted to Licensee under this Agreement is granted on an "AS IS" basis, subject to applicable Law and existing and future rights of third parties; Licensor makes no representation, covenant or warranty as the quality of, scope of, and title to, the rights granted to Licensee under this Agreement.

b. The Licensee expressly recognizes that Poles are used and are to continue to be used primarily for the Licensor's electric utility-related purposes. Additionally, any licenses for Attachments and/or Facilities 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 Licensor. 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 the Licensor in connection with any work performed by the Licensor in order to provide or maintain space on any Pole for the Licensee's Attachments and/or Facilities, and any other costs incurred by the Licensor arising out of this Agreement, as hereinafter provided.

2. Requirement to Construct and Maintain a Pole and Anchor

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

**ARTICLE IV
PROCEDURES**

1. Application for Authorization

a. In General. Licensor grants Licensee a non-exclusive right on an "AS IS" basis to attach its Facilities to any Poles for which Licensor has the power and privilege of granting licenses within Licensor's operating territory in the State of Connecticut in accordance with all applicable Law and the terms of this Agreement.

b. Application for Authorization for Proposed Third-Party Overlashings by Sub Licensee(s). Third Party Overlashing will be allowed under the following conditions: Intentionally blank.

c. Application for Authorization for Licensee's Proposed Attachments.

(i) Whenever the Licensee wishes a license to attach its Attachments and Facilities to any Poles, it shall make an application therefore on the forms, copies of which are appended to this Agreement as Exhibits A and B and Internet access to such forms is intended to be made available on a Licensor's Web Site; *provided, however*, Licensor currently utilizes pole management software system called "NOTIFY" to facilitate pole management practices, and therefore, Licensee shall be required to submit at Licensee's expense appropriate data (in the format and content as directed by Licensor) concerning Licensee's Attachments and Facilities into the NOTIFY system or such other replacement electronic pole data management system that Licensor elects to utilize. The Licensee shall specify the location of the Pole or Poles involved and shall specify what Attachments and Facilities it wishes to attach to each Pole. Licensee must receive authorization from Licensor prior to commencing any attachment work. Licensee shall furnish Licensor with such engineering data as requested by Licensor including whether services charged at the telecommunications rate under Connecticut law are being carried. Each application shall include the Application Fee as set forth in Article VIII, Rates and Charges. Licensee shall file each application for such authorizations in blocks of five (5) Poles or fewer per application and all of the Poles in a single application must be located within the geographic boundary of a single municipality. If multiple applications are filed at one time, Licensee shall designate a desired priority.

(ii) Licensor shall process 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 and in accordance with the PURA's September 29, 2010 decision in Docket No. 08-06-19 and applicable Law. Licensor shall be under no obligation to grant any license, or if a license has already been granted, may cancel any such license on sixty (60) days' written notice, if in Licensor's judgment reasonably exercised the grant (i) would be or is in non-compliance with applicable Law or the requirements and specifications as denoted in Article IV, Section 2, or (ii) in instances of insufficient capacity, or for reasons of safety, reliability, or generally applicable engineering standards.

(iii) Licensor shall be under no obligation to grant or continue any license for an Attachment or Facility if Licensee has any outstanding and overdue payments owing to Licensor under this Agreement or any agreement with Licensor for the provision of Pole Attachments and/or installation of other facilities.

(iv) In accordance with the September 29, 2010 decision in Docket No. 08-06-19, Licensor shall have forty-five (45) days from (i) Licensor's receipt of a completed Pole Attachment application and all required application fees from Licensee and (ii) Licensee's satisfaction of the applicable provisions in this Agreement to prepare an estimate of the Make-Ready Work that is necessary to process Licensee's Pole Attachment application or issue a permit.

d. Process Governing Proposed Overlapping by Licensee. Intentionally blank.

2. Standards & Specifications for Attachments and Facilities.

a. Technical Standards Governing Licensee's Attachments and Facilities.

i. Licensee's Attachments and Facilities shall be placed, maintained, relocated or removed in accordance with the requirements and specifications of applicable Law, the current editions 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), PURA and the Department of Energy and Environmental Protection (DEEP), any town ordinances, and the rules and regulation of any other governing authority having jurisdiction. Licensee's activities and Licensee's Attachments and Facilities shall also comply with Licensor's standards, polices, practices and procedures governing pole attachments, including the standards in Exhibit F hereto, and Licensor's safety, reliability, construction and engineering requirements, each as may be updated from time to time which are included by reference herein and which shall be applied on a non-discriminatory

basis. Where a difference in specification may exist, the more stringent shall apply. Licensee's Attachments and Facilities shall not physically, electronically, inductively, or otherwise interfere with the facilities of Licensor, Other Owners and Other Licensees. Licensee shall always maintain a twelve (12) inch (30.48cm) separation from any existing communications facilities.

ii. The Licensee's Attachments and Facilities must also contain a manual shut-off device that is deemed to be acceptable by Licensor. When necessary, as determined by Licensor in its sole discretion, the Licensor, its employees or agents may turn-off Licensee's Attachments and Facilities in order to safely perform work. Neither Licensor, its employees or agents shall be liable to Licensee or any third party for any damages whatsoever whenever Licensee's Attachments and Facilities are turned-off in order to safely perform work or when Licensor is performing work on or near Poles in response to emergency situations or restoring electric service following storms and other weather events.

b. Additional Standards Governing Licensee's Attachments and Facilities.

i. Licensee shall exercise all necessary precautions to avoid damage to facilities of Licensor, Other Owners, Other Licensees 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 Licensor of the occurrence of any damage and, within 60 days of Licensee's receipt of a request for reimbursement, Licensee hereby agrees to reimburse Licensor, Other Owners and/or Other Licensees, as applicable, for any damage caused by Licensee.

ii. Except in cases of emergency, Licensee shall not at any time make any additions to, or changes in, the location of its Attachments and/or Facilities covered by this Agreement without the prior written consent of Licensor. Where additions or changes are made without prior written consent and consent is otherwise required by this Agreement, permission shall be subsequently requested and confirmed in writing.

iii. Licensee shall place a color coded (as determined by Licensor) label designating its ownership of any Facilities at each Pole. Such label must be recognizable by Licensor from ground level. If Licensee had existing licensed Facilities pursuant to a former agreement with Licensor and/or any Other Owner, Licensee shall label such existing Facilities. For all Facilities made or installed by Licensee after the Effective Date of this Agreement, the placement of such labels shall be made by Licensee at the time each such post-Effective Date attachment or installation is made by Licensee; and with respect to those Facilities installed by Licensee prior to the Effective Date of this Agreement, the placement of such labels shall be made by Licensee in the ordinary course of work by Licensee on Poles containing such pre-Effective Date installations.

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

a. A Pre-Construction Survey will be required for each Pole for 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 the Licensor with optional participation by Other Owner(s), Other Licensees and the Licensee. Licensor shall use commercially reasonable efforts to provide advance notice to allow such optional participation.

b. (i) In the event the Licensor determines that a Pole to which Licensee desires to make attachments likely cannot accommodate Licensee's proposed Attachment(s) and/or Facility(ies) or needs rearrangement of the existing facilities thereon to accommodate Licensee's proposed Attachment(s) and/or Facility(ies), the Licensor will inform Licensee in writing of the cost of the required Make-Ready Work; (ii) charges for Make-Ready Work shall be as specified in Article VIII, Rates and Charges; and (iii) any costs directly related to the construction and installation of the new Pole, and the removal and disposal of the prior Pole, shall be considered Make-Ready Work charges; *provided, however*, notwithstanding the foregoing, if a Pole was not compliant with applicable Law or the standards set forth in Section IV(2)(a) of this Agreement prior to Licensee's request and if Licensee was not responsible in any way for such non-compliance, then any costs associated with changes required to bring such Pole into compliance shall not be charged to Licensee, and *provided further*, that this paragraph shall not constitute a release or waiver by Licensor of any claim that Licensor has

or may have to recover the cost of correcting any non-compliance caused by Licensee.

c. Licensor shall specify the point of attachment on each of the Poles to be occupied by Licensee's Attachments and Facilities.

d. Licensee shall have forty-five (45) days from the receipt of written notification from the Licensor of the costs of Make-Ready Work to accept and pay all Make-Ready Work costs; *provided, however*, that if the Licensor 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 the Licensor of the other attachment request or by the end of the forty-five (45) day period, whichever period of time is shorter.

e. In accordance with the September 29, 2010 decision in Docket No. 08-06-19, Licensor shall have forty-five (45) days from (A) Licensor's receipt of full payment of the charges for Make-Ready Work and (B) Licensee's satisfaction of the applicable provisions in this Agreement to complete the Licensor's Make-Ready Work that is necessary to process Licensee's Pole Attachment application; *provided, however*, that (X) if any Other Owner or any third party must perform make-ready work in order to accommodate Licensee's proposed Pole Attachment, then (i) Licensor shall use commercially reasonable efforts to coordinate Licensor's Make-Ready Work with the make-ready work of such other entities so that such other entities have sufficient time within said 45-day period to perform their respective make-ready work and (ii) Licensor is not responsible for any delays in the performance of Licensor's Make-Ready Work if such delays are attributable to the failure of Other Owner(s) and/or any third party to timely perform shift or perform make-ready work on the facilities of such Other Owner(s) and/or third party(ies); (Y) the April 30, 2008 decision in Docket No. 07-02-13, which was incorporated into the September 29, 2010 decision in Docket No. 08-06-19, extend such 45-day period by an additional 35 days if any Pole replacement is required to facilitate Licensee's proposed Pole Attachment; and (Z) Page 19 of the April 30, 2008 decision in Docket No. 07-02-13, which was incorporated into the September 29, 2010 decision in Docket No. 08-06-19, further extends such 45-day period (or 80-day period pursuant to subsection (Y) above) in the event "special situations . . . (e.g., inclement weather and emergency situations)" exist.

f. If the Licensor requires modifications to its facilities including, but not limited to, the replacement of a Pole, and if such modifications are necessary or appropriate for Licensor's electric utility-related purposes, and if such modifications would not be necessary except for the Licensee's Attachment to the Pole and/or Facilities, Licensee shall perform any such required modifications of its Attachments or Facilities at its sole cost and expense.

g. Upon notice from the Licensor, Licensee shall promptly perform (within the time period specified by Licensor) any make-ready work necessary on Licensee's Attachments and/or Facilities to accommodate an Other Licensee's attachment to a Pole and each such Other Licensee shall pay all costs for such make-ready work, *provided, however*, that Licensee is responsible for invoicing each such Other Licensee and collecting from each such Other Licensee payment for the costs incurred by Licensee to perform said make-ready work. The Licensor shall not be liable for any such expense. If Licensee fails to perform such make-ready work within the time period specified by Licensor, then the Licensor shall have (i) the right to assess the Non-Conforming Construction/Shifting Fee in accordance with Article VIII, Rates and Charges or (ii) the right, but not the obligation, to perform the make-ready work and charge Other Licensee the cost of performing such work.

h. Licensee shall reimburse Licensor for all traffic control costs incurred by Licensor to accommodate Licensee's Facilities and/or Attachments to Poles. When traffic control is necessary for Licensee during the performance of Licensee's make-ready work to accommodate attachments from Other Licensees to Poles, then such traffic control shall be arranged for by Licensee.

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

j. All tree trimming made necessary, by Licensee's proposed Attachments and/or Facilities shall be performed by Licensee or its contractors at the sole cost and expense of Licensee. Costs incurred by Licensor

for tree trimming associated with emergency and storm conditions shall be shared fully among all parties on a Pole, including Licensee; and costs for the performance of tree trimming associated with emergency and storm conditions are currently not recovered from Licensee in Licensor's semi-annual pole attachment rental charge in **Exhibit E** hereto.

k. All costs incurred by Licensor to accommodate Licensee's proposed Attachments and/or Facilities to Poles shall be reimbursed by Licensee to Licensor within 45 days of Licensor's request therefore. Such costs shall include, but are not limited to (i) costs directly related to the purchase, construction, removal and/or environmental disposal of Poles, and (ii) costs incurred in complying with applicable Law and/or town ordinances, decisions, directions, permitting requirements or ordinances of the EPA, DEEP, PURA or other governmental body having jurisdiction.

4. Inspections of Licensee's Facilities

a. Licensee shall provide written notice to the Licensor, at least twenty (20) days in advance of starting work, of the exact Pole locations where Licensee proposes to place its Attachments and Facilities. Licensee shall also notify the Licensor in writing within five (5) days of the date(s) of attachment of Licensee's Attachments and/or Facilities to the Poles.

b. The Licensor reserves the right to make Post-Construction and Periodic Inspections (of any part or all) of Licensee's Facilities and/or Attachments attached to Poles.

c. Intentionally blank.

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 Inspection 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, non-conforming or unauthorized Attachments and/or Facilities are the responsibility of the Licensee. Costs attributable to Periodic Inspections for unauthorized Attachments and/or Facilities, or non-conforming conditions, will be charged to the party responsible for the unauthorized Attachments and/or Facilities, or non-conforming condition in addition to Unauthorized or Non-Conforming Charges provided that no such costs can be collected from Licensee if any such cost is already recovered in the semi-annual Pole attachment rental rate that Licensor charges to Licensee pursuant to **Exhibit E** hereto.

5. Non-Conforming Conditions

a. (i) Any Attachment or Facility of Licensee that does not comply with the requirements of Article IV, Section 2(a) shall be deemed to be "non-conforming". Licensee shall be obligated to correct any non-conforming conditions within thirty (30) days of the date of the written notice from the Licensor and shall perform such correction itself or designate an Other Licensee to perform such correction (but no such designation of an Other Licensee to perform such work shall relieve Licensee of its obligations hereunder); *provided, however*, that: (A) the Licensee shall remedy each such non-conforming condition within the accelerated time period specified by Licensor if the Licensor determines that the non-conforming condition (i) constitutes a material threat to the public safety or the safety of the Licensor's employees, Other Owner's employees or Other Licensees, (ii) interferes with the performance of the Licensor's or Other Owner's service obligations, (iii) poses an immediate threat to the physical integrity of the Pole plant or (iv) must be corrected sooner than 30 days per applicable Law, including the April 30, 2008 decision in Docket No. 07-02-13 and September 29, 2010 decision in Docket No. 08-06-19, then Licensee shall remedy each such non-conforming condition within the accelerated time period specified by Licensor; and (B) if any non-conforming condition is deemed by Licensor to not to be "material", then Licensee shall have a total of 180 days to correct such non-conformance. Notwithstanding the foregoing, where correction cannot reasonably be completed within the applicable time period, Licensee shall be obligated to commence correction within thirty (30) days and to work diligently to complete correction as promptly as possible.

(ii) If the Licensee fails to correct any such non-conforming condition within the applicable time period then: (A) the Licensee's permission to attach its Attachments and/or Facilities to the Poles in question shall be revoked forthwith, and/or

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

b. When such non-conforming conditions pose a material threat to the public safety or the safety of the Licensor's employees, Other Owner's employees or Other Licensees, interfere with the performance of the Licensor's or Other Owner's service obligations, or pose an immediate threat to the physical integrity of the Pole plant, the Licensor may perform such work and/or take such action that the Licensor deems necessary upon notice when practicable to Licensee and without any liability to Licensee or its customers, other than for Licensor's willful misconduct or gross negligence. If prior notice is not practicable, Licensor shall 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 Licensor for the Non-Conforming Construction/Shifting Fee set forth in Article VIII, Rates and Charges, for each Attachment and Facility for each day beyond the applicable time period described in Article IV, Section 5(a) above that the non-conforming condition remains uncorrected subject to the cap established herein.

6. Unauthorized Attachments

a. Licensee must receive prior written authorization from Licensor for any of the following:

(i) attachment of any Appurtenances, Attachment and/or Facilities to Poles;

(ii) Sublicense or assignment of authorization as provided in Article IX, Section 5.

b. Pre-Effective Date unauthorized Attachments Facilities. Intentionally blank.

c. Unauthorized Attachments Facilities and/or Third Party Overlashing. The following terms and conditions apply to unauthorized Attachments and Facilities. The Licensor, without prejudice to its other rights or remedies under this Agreement, including revocation or otherwise, may charge an Unauthorized Attachment Fee per Pole for each unauthorized Attachment and/or Facility, as specified in Article VIII, Section (4). Licensor will require the Licensee to submit in writing, a Pole Attachment application for all unauthorized Attachments and Facilities. If such application or notice, as appropriate, is not received by the Licensor within thirty (30) days after receipt of written notice by the Licensor of the unauthorized condition, Licensor may, in its sole discretion, require Licensee to remove its unauthorized Attachment and/or Facility within ten (10) days of the final date for submitting the required application, or the Licensor may remove each such unauthorized Licensee's Attachment and/or Facility without liability, and the cost of such removal shall be borne by the Licensee.

d. No act or failure to act by the Licensor with regard to any unauthorized Attachment and/or Facility shall be deemed as the authorization of such unauthorized Attachment and/or Facility; and, if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by the Licensor 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 and Facility from its inception.

7. Rearrangements and Shifting

a. (i) Licensor may elect to perform all rearrangements and shifting of Licensee's Attachments and/or Facilities as required in emergency or storm restoration conditions, vehicular accidents, threat to general public, public work projects and/or in order to comply with applicable Law, to accommodate Licensor, Other

Owners, or Other Licensees, and during normal Pole moves, maintenance, and replacements provided that, to the extent practicable under the circumstances (as determined by Licensor), prior notice and an opportunity to perform the rearrangement and shifting is provided to Licensee. With respect to any damage to Licensee's Attachments and/or Facilities caused by Licensor during or arising out of an emergency or storm restoration conditions, vehicular accidents, threat to general public, public work projects, Licensor shall not be liable therefore unless such damage was caused by Licensor's gross negligence or willful misconduct.

(ii) Licensor may rearrange and reattach Licensee's Attachments and/or Facilities as needed under emergency conditions, but is under no obligation to do so. If Licensor 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, safety concerns or risk of damage or interference with Licensees' Attachments and/or Facilities, Licensor shall contact Licensee and Licensee shall (A) perform any such rearrangement or shifting within the time period required by applicable Law (and if no time period is required by applicable Law then the time period shall be established by Licensor) and provide notice to Licensor of completion of such rearrangement or shifting or (B) authorize an Other Licensee to perform such rearrangement or shifting (but no such designation of an Other Licensee to perform such work shall relieve Licensee of its obligations hereunder). If Licensee fails to perform such rearrangement or shifting and provide notice to Licensor of completion within the applicable time period, the Non-Conforming Construction/Shifting 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.

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

c. 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 or 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 Attachments and/or Facilities, Licensor's facilities, Other Owner's facilities, Other Licensee's facilities and/or to Poles, or require replacement of Poles, Licensee shall be responsible for removing and/or reattaching its Attachments and Facilities to the Pole(s).

ARTICLE V OTHER OBLIGATIONS OF LICENSEES

1. Insurance

a. Licensee shall carry insurance policies issued by an insurance carrier licensed to operate in the State of Connecticut to protect the Licensor, 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 the Licensor shall issue authorizations for attachment of Licensee's Attachments, Overlashings and Facilities to any Pole, and shall remain in force as long as Licensee's Attachments, Overlashings and Facilities remain attached to any Pole. In the event that Licensee shall fail to maintain the required insurance coverage, the Licensor may pay any premiums thereon falling due and the Licensee shall reimburse the Licensor for any such payments made.

e. At the time the Licensee submits its payment to Licensor for the most recent semi-annual rental charges/rates owed by Licensee to Licensor, the Licensee shall submit to the Licensor certificate(s) by each company insuring Licensee for all liabilities of Licensee referred to hereunder. Licensee shall ensure that its insurance policies provide that they will not cancel each such policy of insurance issued to Licensee except after thirty (30) days' prior written notice to the named insured parties. Licensor shall be named as additional insureds on such policy(ies) of insurance.

f. Licensee shall promptly advise the Licensor 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 on Poles by Licensee or its assigns, agents and/or employees. Copies of all accident reports and statements related to such claims made to the insurer by the Licensee, or others, shall be maintained and made available to the Licensor upon request.

g. Licensee shall be entitled to satisfy all or any portion of the insurance requirements set forth in this Article V through a valid self-insurance program, as long as Licensee provides Licensor with written proof of such self-insurance and such self-insurance complies with the requirements of this Article V.

2. Collateral (Surety Bond, etc.)

a. Licensee shall furnish a bond from a surety licensed to do business in the state of Connecticut or other evidence of financial security deemed acceptable to Licensor in an amount specified as follows, to guarantee the payment of any sums which may become due to the Licensor hereunder and any other charges for work performed for Licensee, by the Licensor, for which Licensee is responsible, including the removal of Licensee's Attachments and Facilities upon termination of any authorization issued hereunder, and any such amounts remain unpaid for more than thirty (30) 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.

(i). Licensee shall furnish a bond, irrevocable letter of credit or other security satisfactory to the Licensor in the following amounts: Security in the amount of \$25,000, shall be required for each authorized Attachment. The total amount of security required hereunder shall not exceed \$300,000 or be less than \$25,000.

(ii). 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 licensed to do business in the state of Connecticut. The instrument shall contain a provision that the surety company or bank will pay the Licensor within the dollar limits of the instrument any sum demanded by the Licensor as due under this Agreement, whether or not the Licensor 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.

(iii). The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee.

(iv) If Licensee provides Licensor with either (A) a copy of a written pole attachment

agreement between Licensee and SNET d.b.a. AT&T Connecticut, Inc. and its successors and permitted assigns ("AT&T"), which was executed by both parties prior to June 30, 2010 and in which AT&T has explicitly stated that Licensee is not required to provide AT&T with a surety bond or any other form of collateral as security for the performance of Licensee's contractual obligations to AT&T under such pole attachment agreement, or (B) a notarized statement signed by an officer of Licensee that Licensee has an agreement with AT&T and that AT&T has not required Licensee to furnish a bond for at least five (5) years prior to the date of this Agreement, then Licensee shall be exempt from the requirement in this Article V, Section 2 to provide Licensor with a surety bond or other form of collateral, provided that such exemption for Licensee shall automatically expire if at any time in the future AT&T requires Licensee to provide, or Licensee agrees to provide AT&T with, a surety bond or other form of collateral under a pole attachment agreement with AT&T.

ARTICLE VI LIABILITY AND DAMAGES

1. Licensee (each an "Indemnifying Party") shall indemnify, hold harmless and defend Licensor and its officers, directors, employees, attorneys, agents and affiliates (collectively, the "Indemnified Party") from and against any and all claims, demands, causes of action and costs (including reasonable attorney's fees) ("Claims") for any damages to property or persons caused by the acts or omissions of the Indemnifying Party, its agents, contractors, employees or sublicensees; provided, however, that the indemnification obligations set forth in this Section VI(1) are limited to Claims arising out of, or associated with, the subject matter governed by this Agreement. An Indemnified Party shall notify the Indemnifying Party 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 Attachments and/or Facilities physically or electronically damage or interfere with Licensor's, Other Licensee's or Other Owner's facilities, (i) Licensee shall promptly repair such damage and eliminate such interference at Licensee's expense and (ii) Licensee shall reimburse Licensor (within 30 days of Licensor's request for reimbursement) for all actual, consequential, indirect and special damages, costs, fees and expenses, including lost business profits and business interruption damages, sustained by Licensor, its employees, agents and/or Licensor's electric customers.

3. Should the Licensor remove Licensee's Attachments and/or Facilities from a Pole under Article VII, Revocation of Authorizations, the Licensor will deliver to the Licensee the Attachments and/or Facilities so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due the Licensor. In the event that Licensee does not reimburse Licensor for the cost of removal, Licensor shall have the right to sell such removed Licensee Attachments and/or Facilities, with a power of public or private sale, to cover any amounts due the Licensor. Such remedy shall not operate to prevent the Licensor from pursuing, at its option, any other remedy in Law, equity or otherwise.

4. Licensor assumes no liability for failure to inspect any of Licensee's Attachments and/or Facilities.

ARTICLE VII REVOCAION OF AUTHORIZATIONS; DISPUTE RESOLUTION

1. In addition to rights of termination provided to the Licensor under other provisions of this Agreement, the Licensor shall have the right to revoke authorizations for the attachment of Attachment(s) or Facility(ies) previously granted to Licensee (but not the right to terminate this Agreement) where:

a. the Licensee's Attachment(s) and/or Facility(ies) 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 Attachment(s), and/or Facility(ies) 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 and the applicable cure period, if any, has expired; or
- d. the Licensee attaches to a Pole without having first been issued written authorization therefore; or
- e. the Licensee, subject to the provisions specified in Article IX (5), Assignment of Rights, should cease to provide its services; or
- f. the Licensees' Attachment(s) and/or Facility(ies) are used by others not a party to this Agreement and who have not been authorized by Licensor as specified in Article IV, Section 6, Unauthorized Attachments or Article IX, Section 5, Assignment of Rights; or
- g. the Licensee sublicenses a portion of a licensed Attachment(s), and/or Facility(ies) to an entity not a party to this Agreement without permission from Licensor.

2. The Licensor will promptly notify the Licensee in writing of any instances cited in Article VII(1) preceding, upon its determination of the same. The Licensee shall take corrective action as necessary to eliminate the non-compliance with Article VII(1) and shall confirm in writing to the Licensor 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 the Licensor within the time stated above, in addition to any other rights of Licensor under this Agreement, the Licensor may elect to (i) revoke the authorizations granted hereunder for Poles as to which such non-compliance continues to occur, or (ii) cure Licensee's non-compliance, in which case Licensee shall reimburse Licensor (within 30 days of Licensor's request for reimbursement) for all costs incurred by Licensor to cure Licensee's non-compliance with Article VII(1), and Licensee shall indemnify Licensor from any damage caused to Licensee's Attachment(s) and/or Facilities and/or other property resulting from Licensor's curative actions except that such indemnification shall not extend to any damage directly resulting from Licensor's willful misconduct or gross negligence.

3. This entire Agreement and all authorizations and rights granted under this Agreement may be immediately terminated by the Licensor if:

- a. The Licensee's insurance carrier shall at any time notify the Licensor 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 Law, governmental or private authority for the construction, operation and maintenance of the Licensee's Attachment(s) and/or Facility(ies) on a Pole is denied, revoked, or canceled in a final, non-appealable order.
- d. Upon evidence from the Licensor to the Licensee that the use of any Pole or Poles is forbidden by Law and/or federal or state authorities, permission to attach to such Pole or Poles shall be immediately revoked and the Attachment(s) and/or Facility(ies) of the Licensee shall be removed at once from the affected Pole or Poles by the Licensee.
- e. The Licensor determines that any Attachment or Facility of Licensee does not contain the safety shut-off device(s) required by Licensor.

4. Licensee may at any time remove its Attachment(s) and/or Facility(ies) from a Pole after first giving the Licensor written notice of Licensee's intention to so remove. Before any Attachment(s) and/or Facility(ies) can be removed from a Pole, Licensee shall provide Licensor with completed copies of the forms in

Exhibits C and D hereto which identify each Pole affected by Licensee's request to remove; *provided, however*, Licensor currently utilizes pole management software system called "NOTIFY" to facilitate pole management practices, and therefore, Licensee shall be required to submit at Licensee's expense appropriate data (in the format and content as directed by Licensor) concerning Licensee's Attachments and Facilities into the NOTIFY system or such other replacement electronic pole data management system that Licensor elects to utilize.

5. In the event of termination of any of the Licensee's authorizations hereunder, the Licensee will remove its Attachment(s) and/or Facility(ies) from the Poles within a reasonable period in light of the number of attachments (and if a reasonable period of time cannot be mutually approved by Licensor and Licensee, then Licensee shall have one year from the date of termination of this Agreement to perform such removal work); *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 Attachment(s) and/or Facility(ies) are actually removed from the Poles. If the Licensee fails to remove its Attachment(s) and/or Facility(ies) within the specified period, the Licensor shall have the right, but not the obligation, to remove such Attachment(s) and/or Facility(ies) at the Licensee's expense and without any liability on the part of the Licensor for damage or injury to such facilities or interruption of Licensee's services. In the event Licensor removes any of Licensee's equipment from Poles pursuant to this Section, Licensor 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 Licensor sells any of the Licensee's equipment, Licensor 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 Attachment(s) and/or Facility(ies) 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 the Licensor for such Pole attachment have been paid in full.

7. Dispute Resolution.

Either Party may, at any time, submit a dispute for resolution by PURA. If PURA (i) declines to exercise jurisdiction over the dispute or (ii) fails to issue a decision or order within 180 days of the submission of the dispute to PURA, then at any time thereafter either Party can seek relief from a court located in the State of Connecticut or agency of competent jurisdiction located in Connecticut. Nothing herein shall prevent Licensee or Licensor from filing a complaint with PURA or another agency located in Connecticut or court of competent jurisdiction located in Connecticut at any time.

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 the Licensor regardless of whether Licensee subsequently withdraws its application for Attachment authorizations for the Poles on which such work was performed.

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 and 1/2% per month for each month from the expiration of such period until payment is received by Licensor 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 E shall be due and payable upon the execution of this Agreement. Licensor shall be 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 Licensor. The Application Fee includes Licensor'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. Licensor shall be under no obligation to accept any application without the Application Fee as specified in Exhibit E.

3. Pole Attachment License 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 E.

b. Intentionally omitted.

c. (i) If applicable Law requires Licensee to obtain and maintain a certificate of public convenience and necessity from the PURA, then each of Licensee's Pole Attachment applications shall attach a copy of its certificate of public convenience and necessity from the PURA and (ii) if applicable Law does not require Licensee to obtain and maintain a certificate of public convenience and necessity from the PURA, then each of Licensee's Pole Attachment applications shall attach a copy of an opinion from Licensee's attorney which explains why Licensee is exempt from PURA's requirement for a certificate of public convenience and necessity.

4. Unauthorized Attachment

The Unauthorized Attachment Fee specified in Exhibit E will be charged on a per Pole basis for any post-Effective Date (i) unauthorized Attachment and/or unauthorized Facility, or (ii) unauthorized use of a Pole Attachment or Facility; *provided, however*, the Licensee's total Unauthorized Attachment Fee for an individual Attachment or Facility attached to a Pole shall not exceed the cap established by PURA in Exhibit G hereto, as it may be amended by the PURA or pursuant to applicable Law.

5. Charges for Make-Ready Work, Rearrangement/Shifting, Post-Construction Inspection and 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 E. Make-Ready Work Charges for proposed Attachments will reflect Licensor's provision of Post-Construction Inspections. Rearrangement/Shifting charges and Periodic Inspection charges incurred by Licensor for Attachments will be billed according to the current Schedule of Rates in Exhibit E.

6. Bill Detail

Bills shall include sufficient detail of the fees and charges set forth therein.

7. Non-Conforming Construction/Shifting Fee

The Non-Conforming Construction/Shifting Fee specified in Exhibit E, will be charged on a per day and per Pole basis for (a) any non-conforming construction performed by the Licensee which is not brought into conformance within the applicable time period identified in Article IV, Section 5 or (b) for any failure to timely perform rearrangements and shifting as set forth in Article IV, Section 7 or (c) pursuant to Article IV, Section 3(g) for Licensee's failure to timely shift or perform make-ready work on Licensee Attachment(s) and/or Facility(ies) in order to accommodate a request to attach to Pole(s) by any third party in accordance with the make-ready work and pole shifting time periods set forth in applicable Law, including in the April 30, 2008 decision in Docket No. 07-02-13 and September 29, 2010 decision in Docket No. 08-06-19, as amended; *provided, however*, notwithstanding the foregoing, (y) Licensee's total Non-Conforming Construction/Shifting Fee for an individual Attachment and/or Facility to a Pole shall not exceed the cap

established by the PURA in Exhibit G hereto, as it may be amended by the PURA or pursuant to applicable Law; and (z) Licensee will not be assessed a Non-Conforming Construction/Shifting Fee for each day during which (i) it is impossible for Licensee to timely shift or perform make-ready work on Licensee Attachment(s) and/or Facility(ies) due to the attachments of Licensor or a third party who is unaffiliated with Licensee and over whom Licensee has no control and (ii) during the period in which Licensee claims it was unable to perform such shifting and/or make-ready work and Licensee has used commercially reasonable efforts to notify Licensor or the third party of the impediment caused by Licensor or such third party.

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 Licensor, Licensee shall make payment of the invoice in full and shall notify Licensor 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 Licensor, then the other Party shall include interest calculated at the rate set forth above in Article VIII, Rates and Charges.

9. Amounts Due to Other Owners

Any references in this Agreement to payment, compensation, or reimbursement due to an Other Owner are separate from the rates and charges set forth in this Article VIII and Exhibit E, and shall remain payable by Licensee regardless of the rates and charges described herein.

10. Amendment of Rates and Charges

With respect to the rates and charges set forth in this Agreement, including but not limited to those rates and charges set forth in this Article VIII and in Exhibit E hereto, the Licensor may elect to amend such rates and charges using either of the following two different approaches: (i) if Licensor determines that it is unnecessary to obtain approval from any governmental authority, including the PURA, to amend such rates or changes, then Licensor may elect to amend such rates or charges upon providing thirty (30) days prior written notice thereof to Licensee and each such amended rate or charge shall automatically take effect upon the 30th day after Licensee receives such notice; or (ii) if Licensor determines that it is necessary to obtain approval from any governmental authority, including the PURA, to amend such rates or charges, then such rates or charges shall automatically take effect on the date that the appropriate governmental authority has approved the Licensor's request to amend such rates or charges. In the event of any conflict between the terms of this paragraph and the other provisions or Exhibits in this Agreement, then the terms of this paragraph shall control.

11. Electric Service Fee.

Electric service to Attachments and Facilities (or any other Licensee equipment whether or not such equipment was authorized under this Agreement) shall be paid by the Licensee to Licensor on a monthly basis in accordance with the Licensor's terms and conditions, rates and riders approved by PURA and as may be amended from time to time and also in accordance with the then most applicable tariff rate of Licensor. As of the Effective Date, the current most applicable tariff rate is the Licensor's "Rate 115" on file with PURA. Licensee acknowledges and agrees (i) that this electric service fee is a fee separate and distinct from the semi-annual Pole rental charges, application fees and make-ready expenses described in Exhibit E hereto and (ii) that a separate security deposit relating to the electric service fee and calculated (and, if applicable, refundable) in accordance with the applicable state regulations shall be due and payable by the Licensee and that deposit shall be in addition to the security required under any other provision of this Agreement.

ARTICLE IX
GENERAL TERMS AND CONDITION

1. Compliance with Applicable Laws

The Licensee and the Licensor shall at all times observe and comply with, and the provisions of this Agreement are subject to all applicable Laws, which in any manner affect the rights and obligations of the Parties; any such applicable Law shall automatically supersede any conflicting provisions in this Agreement; and 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 applicable 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 regulation under such Acts as well as other applicable Laws.

Licensee shall be responsible for obtaining from the appropriate authority any required authorizations to operate and/or maintain its Attachments and/or Facilities on public and/or private property before it attaches, rearranges, or removes any Attachments and/or 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 such a Pole, but the Licensee's rights herein shall be and remain a revocable license. Licensor and the Other Owners, 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 the Licensor with respect to any agreement(s) and arrangement(s) which the Licensor 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).

4. License Not Exclusive

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

5. Assignment of Rights

Licensee shall not assign or transfer any authorization granted herein without the prior written consent of the Licensor except that Licensee may assign all of its rights and obligations granted herein to an Affiliate without prior consent in which case: (i) Licensee shall notify Licensor of such assignment or transfer to an Affiliate within thirty (30) days of the assignment, (ii) said assignment to an Affiliate shall not become valid until the assignee has provided Licensor with a written assignment & assumption agreement in which the assignee has contractually agreed to assume all of Licensee's rights and obligations hereunder and (iii) said assignment to an Affiliate shall not release Licensee of its obligations hereunder unless Licensor agrees in writing to release Licensee from its obligations hereunder.

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 to be in breach, to be in default or to be revoked or failure to declare any authorization granted hereunder to be 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. Term of Revocable License.

The initial term of this Agreement shall be five (5) years and shall commence upon the Effective Date of this Agreement. Following the expiration of said five-year initial term, unless previously revoked pursuant to its terms, this Agreement shall continue in effect thereafter until six (6) months after written notice of termination for convenience is given by either Party to the other Party; provided, however, that the termination of this Agreement by either Party shall not waive or release the contractual obligations of each Party that arose or accrued under this Agreement prior to such termination.

8. Entire Agreement

This Agreement supersedes all previous agreements between the Parties for maintenance and placement of Attachments and Facilities by the Licensee and constitutes the entire agreement between the Parties with respect to the specific subject matter hereof. 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, (a) except to the extent that this Agreement is automatically amended by applicable Law as described in Article IX, Section 1 and (b) except to the extent the Licensor's Wireline Pole Attachment Agreement, which was approved by PURA in January 2011 in Docket No. 09-12-05 and which serves as the basis for numerous provisions in this Agreement, is amended in an existing or future PURA docket and/or PURA working group process in which case Licensor reserves the unilateral right to elect to require that conforming amendments be made to this Agreement to ensure consistency, where applicable, between this Agreement and the above-described PURA-approved Wireline Pole Attachment Agreement and any such amendments shall automatically take effect 30 days after Licensee receives written notice thereof from Licensor. Currently effective licenses, if any, issued pursuant to previous agreements shall remain in effect as if issued pursuant to this Agreement. This Agreement may be executed in counterparts; and for purposes of this Agreement, a photocopy or facsimile copy of a signature page shall be deemed to be an original.

9. Notices

Any notice to be given to either Party under this Agreement shall be sent by (a) certified mail, return receipt requested and such notice shall be effective immediately upon being deposited in the United States mail, (b) overnight mail via a nationally recognized courier service (i.e., UPS or Federal Express) and such notice shall be effective upon delivery by said overnight courier, or (c) facsimile with a confirmation and such notice shall be effective upon confirmation of facsimile; and notices shall be addressed to:

Licensee: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
ATTN: Network Real Estate

Licensor: CL&P
107 Selden Street, Berlin, CT 06037
Attn: Vice President-Energy
Delivery Services
Fax: 1-860-665-5504

with a copy to:
Eversource Energy Legal Dept.
107 Selden Street

Berlin, CT 06037
Attn: State Regulatory Attorney
Fax: 1-860-665-5504

10. Taxes

If the presence of the Licensee's Attachments and/or Facilities on Licensor's Poles causes Licensor to pay any new or additional tax which is attributable to, or results from, Licensee's Attachments and/or Facilities, Licensee shall reimburse Licensor to the full extent of such new or additional tax, as additional charges, within thirty (30) days of receiving a bill therefore from Licensor.

11. Governing Law

This Agreement shall be governed by, and interpreted according to, the laws of the State of Connecticut.

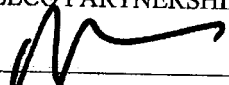
12. List of Exhibits

Exhibit A: Structure Access Request – Poles Connecticut
Exhibit B: Pole Data Sheet - Connecticut
Exhibit C: Notification of Removal of Pole Attachment By Licensee
Exhibit D: Pole Data Sheet – Removals
Exhibit E: Rates and Charges
Exhibit F: Licensor's Standards Governing Wireless Attachments and Facilities
Exhibit G: PURA-Approved Caps on Unauthorized Attachment Fees and Non-Conforming Construction/Shifting Fees

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date, which is defined as the date on which Licensor signed this signature page.

LICENSEE: CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

By: 

Print Name: David R. Heverling

Title: Area Vice President Network

Date: 6/18/15

LICENSOR: THE CONNECTICUT LIGHT AND POWER COMPANY DBA EVERSOURCE ENERGY

By: 

Print Name: **Kenneth B. Bowes**

Title: **Vice President-Engineering**

Date: _____



Connecticut Light & Power
P.O. Box 270
Hartford, CT 06141-0270
(860) 665-5000

EXHIBIT A - Structure Access Request – Poles Connecticut

To: Third Party Administrator – BMNI
Connecticut Light and Power
107 Selden Street
Berlin, Ct 06037
Customer Application Number _____

A payment of \$ _____ for the application and survey costs, must accompany this application form.

In accordance with the terms and conditions of the Pole Attachment License Agreement between (Company Name) and CL&P, application is hereby made for a License to attach communication facilities to (number) poles as indicated on the Pole Data Sheet in the municipality of _____.

Applicant to indicate action below:

This authorizes CL&P to perform a Field Survey whereby CL&P will determine the availability of pole structure for occupancy, will estimate what Make Ready work would be required to prepare the poles for occupancy, and will provide an estimated cost for that Make Ready work. Enclosed is a deposit of \$ _____ to be applied toward the cost for CL&P to perform the Field Survey. The cost for the Field Survey will be:

$$\begin{matrix} \$ \text{_____} & + & (\$ \text{_____}) & \times & \text{_____} & \text{Poles} & = & \text{_____} & = & \$ \text{_____} \\ \text{(Application Fee)} & & \text{(Unit cost per Pole)} & & \text{(No. Poles)} & & & & & \text{(Total Fixed Charge)} \end{matrix}$$

It is understood that this will be the total cost for the Field Survey work unless extraordinary expenses are incurred or changes are requested by Applicant that increase the costs.

By signing this application you agree to follow the terms of the above-cited Pole Attachment License Agreement, all applicable laws, and all applicable CL&P policies, procedures and guidelines.

(Company Name of Applicant (not name of Agent))

(Signed)

Billing address for re-occurring lease bill)

(Printed)

(City, State & Zip code)

(Title)

() - ext _____

(Date)

(Telephone Number)

(Office address if different)

(E-Mail Address)

(City, State & Zip code)

() - ext _____

(Telephone Number)

(To be completed by CL&P Only)

Application # _____

Project #: _____

NOTE: In order to process your request, all necessary drawings and/or maps must be attached when sent via email. If they cannot be sent electronically mail the application to the address stated on the top of this form.



EXHIBIT B

Pole Data Sheet - Connecticut

Applicant Contact Name and Address _____

Sheet 1 of ___

Customer Application Number _____

Municipality _____

Requested number of poles required for attachments in this application _____

Applicant Map Number _____

Licensee Pole #	Location	Pole Owner	Proposed Attachment	Weight per foot or each?	Make Ready Req'd? (Y or N)	Other Co Work Req'd? (Y or N)	Description of Make Ready Work and Additional Comments

The applicant represents, covenants and warrants that this application complies with applicable federal, state and local laws and the pole attachment agreement between applicant and CL&P.

NOTE: In order to process your request, all necessary drawings and/or maps must be attached when sent via email. If they cannot be sent electronically, please send request forms directly to:
Third Party Administrator – BMN1

Energy for a Changing World™



Connecticut Light & Power

The Northeast Utilities System

Connecticut Light & Power
P.O. Box 270
Hartford, CT 06141-0270
(860) 665-5000

EXHIBIT C

Notification of Removal of Pole Attachment By Licensee

To: Third Party Administrator - BMN1
Connecticut Light and Power
107 Selden Street
Berlin, Ct 06037

In accordance with the terms and conditions of the Pole Attachment License Agreement between (Company Name) and CL&P, dated _____ please cancel from your records the poles as indicated on the attached Pole Data Sheet in the municipality of _____, covered by the licenses indicated from which our attachments were removed on _____.

(Company Name of Applicant (not name of Agent))

Billing address for re-occurring lease bill)

(City, State & Zip code)

() - ext

(Telephone Number)

(Office address if different)

(City, State & Zip code)

() - ext

(Telephone Number)

(Signed)

(Printed)

(Title)

(Date)

(E-Mail Address)

Receipt of the above notice is hereby acknowledged -

(Signed)

(Printed)

(Title)

(Date)

EXHIBIT E FOR WIRELESS TELECOM ATTACHERSSCHEDULE OF RATES¹ FOR STANDARD POLE ATTACHMENTS

1.	Wireless Pole Attachment License Fee:	
	Pole Top Attachment on Solely Owned Pole ^{1.5}	\$200 per Pole per year
	Pole Top Attachment on Jointly-Owned Pole ^{1.5}	\$100 per Pole per year
	Attachment in the Communications Gain Space	Current telecom rate ² multiplied by the total number of feet occupied on the Pole by the Attachment, Appurtenance and related equipment (rounded to the nearest foot) ^{2.5}
2.	Third Party Overlash Fee	N/A
3.	Agreement Establishment Fee:	\$650 ³
4.	Application Fee Per Application: Plus Add'l Fee Per Pole:	\$150 \$50
5.	Unauthorized Attachment Fee	5 x applicable Wireless Pole Attachment Licensee Fee ⁴ (per Pole per Day)
6.	Non-Conforming Construction/Shifting Fee	5 x applicable Wireless Pole Attachment Licensee Fee ⁴ (per Pole per Day))
7.	Make-Ready Work Charges Rearrangement/Shifting Fee Periodic Inspection Fee	Time & Materials Basis

¹ There may be additional costs, fees and/or charges billed to Licensee for Make-Ready work and/or costs incurred by Other Owners and/or Other Licensees. Rates shown above only reflect Licensor's costs, fees and charges. In addition, pursuant to Article VIII(10) of the Agreement to which this Exhibit E is attached, the rates and charges set forth in this Exhibit E are subject to change in accordance with the process described in said Article VIII(10) of the Agreement.

^{1.5} Pole top Attachments not allowed on poles on which the Owner has primary electric distribution facilities.

² As of the effective date of this Agreement, the current Telecom Rate is Urban \$13.82 per pole per year per 12-inch space on a Pole and Non-Urban \$13.89 per pole per year per 12-inch space on a Pole. The Telecom Rate is subject to change, as described in Article VIII(10) of the Agreement.

^{2.5} 100% of this amount for permitted Attachments in the communications gain space on solely owned poles; and 50% of this amount for permitted Attachments in the communications gain space on jointly owned poles.

³ \$0 for any entity who has at least one or more wireless attachments on a Pole or Poles as of July 1, 2010. The one-time fee will be \$650 for any entity who does not have at least one or more wireless attachments on a Pole or Poles as of July 1, 2010.

⁴ These fees/charges are subject to the then-current cap established by the PURA.

Exhibit F

See the attached current copies of Licensor's standards governing wireless Attachments and Facilities. The attached standards shall automatically be superseded by, and Licensee shall be subject to, all changes and updates to the attached standards that are approved by Licensor in its sole discretion from time-to-time even though such Licensor-approved updates are not attached to this Agreement.

--NORTHEAST UTILITIES DESIGN & APPLICATION STANDARD, "POLE TOP ANTENNA SYSTEMS", DTR 07.047, APPROVED ON 1/5/12, Pages 1, 2 and 3

--NORTHEAST UTILITIES, Distribution System Engineering Manual, Overhead Design, Section 06.70, Pole Top Antenna Systems 06.701, dated January 2012, Page 1

In addition, Licensee is responsible for complying with the standards of Other Owners, which include The Southern New England Telephone Company d.b.a. AT&T Connecticut and Verizon.

EXHIBIT G**PURA-Approved Caps on Non-Municipal Unauthorized Attachment Fees and Non-Conforming Construction/Shifting Fees**

For poles that are jointly owned by CL&P and a telephone company, CL&P will charge 50% of its approved rate. DN 09-12-05, CL&P Rate Case Decision, p. 127.

Unauthorized Attachments

1. The mediators believe that the unauthorized penalty cap should be the current annual pole attachment rate determined on a monthly basis and charged for each month of the unauthorized attachment going back to the last pole audit or up to 60 months, whichever time period is shorter. Another way of stating the penalty cap is: for the purpose of determining the penalty, the unauthorized attachment shall be treated as having existed for a period of five (5) years or since the last audit whichever period shall be the shorter; and the fee for any such period shall be calculated at the current attachment rate.
2. The unauthorized pole attachment penalty applies to a 100% CL&P owned pole. Unauthorized pole attachments on jointly owned poles would be charged 50% of each utilities approved unauthorized pole attachment penalty fee.
3. Examples for 100% CL&P owned poles:

Example 1

CATV Attachment Rate \$13.15/year

10 Unauthorized Attachments installed for 40 months

Penalty = 10 attachments x \$13.15/12 months x 40 months = \$438.33

Example 2

CATV Attachment Rate \$13.15/year

10 Unauthorized Attachments installed for 70 months

Penalty capped at 60 months

Penalty = 10 attachments x \$13.15/12 months x 60 months = \$657.50

Example 3

Telcom Attachment Rate \$16.92/year

10 Unauthorized Attachments installed for 40 months

Penalty = 10 attachments x \$16.92/12 months x 40 months = \$564

Example 4

Telcom Attachment Rate \$16.92/year

10 Unauthorized Attachments installed for 70 months

Penalty capped at 60 months

Penalty = 10 attachments x \$16.92/12 months x 60 months = \$846

4. For joint owned poles, CL&P would charge 50% of the above penalties

Failure to Complete Make Ready Work On Time

5. The penalty should be the annual attachment rate divided by 12, charged on a per day basis and capped at 30 days.

6. After 15 days of delay and penalties the pole owner should hire a contractor to construct the make ready work and charge the delaying attacher the penalty and costs of the make ready work.

7. Examples for 100% CL&P owned poles:

Example 5

CATV Attachment Rate \$13.15/year

10 Attachments Delayed for 20 days

Penalty = 10 attachments x \$13.15/12 x 20 days = \$219.17

Example 6

CATV Attachment Rate \$13.15/year

10 Attachments Delayed for 40 days

Penalty capped at 30 days

Penalty = 10 attachments x \$13.15/12 x 30 days = \$328.75

Minimum CATV Cap: Greater of \$110 or total of pole owners' costs.

Example 7

Telcom Attachment Rate \$16.92/year

10 Attachments Delayed for 20 days

Penalty = 10 attachments x \$16.92/12 x 40 months = \$282

Example 8

Telcom Attachment Rate \$16.92/year

10 Attachments Delayed for 40 days

Penalty capped at 30 days

Penalty = 10 attachments x \$16.92/12 x 30 days = \$423

Minimum CATV Cap: Greater of \$140 or total of pole owners' costs.

8. The Mediator believes that the make-ready timeliness penalty should be allocated between the pole owner and the 3rd party customer being harmed.
9. The pole owner should be allowed to recover its cost for additional administration and follow-up work and time so utility customers do not subsidize additional costs due to delays.
10. The remainder of the penalty revenue should go to the customer who experienced the delay.
11. The penalty charged to third parties and municipalities should be the same.
12. Pole owner customers will not subsidize 3rd party attachment costs.
13. The mediation team is available to assist with any disputes that may rise from this proposal.
14. The results of the cap proposal will be reviewed after 12 months of use.
15. Note: The penalty caps used by AT&T in the past will remain the same and are not affected by this proposal

SCOPE – The requirements set forth establish the conditions for attachments of distributed antenna systems (DAS) to specific CL&P and WMECO distribution poles. These requirements were agreed to by CL&P, AT&T, and a DAS consortium in 2011 and are intended to allow DAS access without risking system reliability or employee safety.

GENERAL – CL&P and WMECO will permit the attachment of distributed antenna systems (DAS) in accordance with the following requirements:

Pole Attachment Conditions (Refer to **DTR 07.047** for Design & Application Standard):

1. Attachments above the primary conductors on any pole is not allowed.
2. Poles with secondary conductors or stub poles are the only poles permissible for DAS attachment.
3. DAS may be attached on existing CL&P and WMECO street light brackets (consult engineering for installation on street lights).

Note: Some street light brackets may be owned by municipalities and permission for such attachments are the responsibility of DAS companies.

4. Attachments to poles on private property are not allowed.
5. CL&P/WMECO reserves the right to deny attachments to poles under the following conditions:
 - a. The pole is on private property.
 - b. The pole cannot be guyed sufficiently.

Changes Requested by DAS Companies

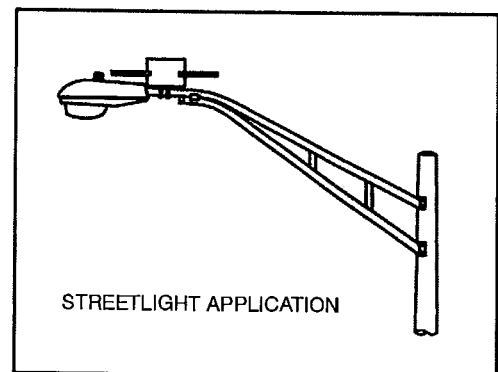
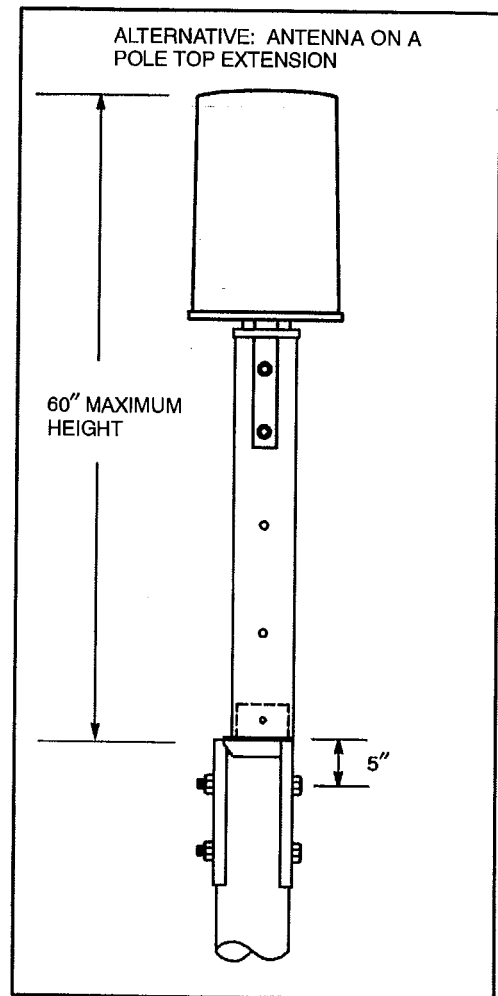
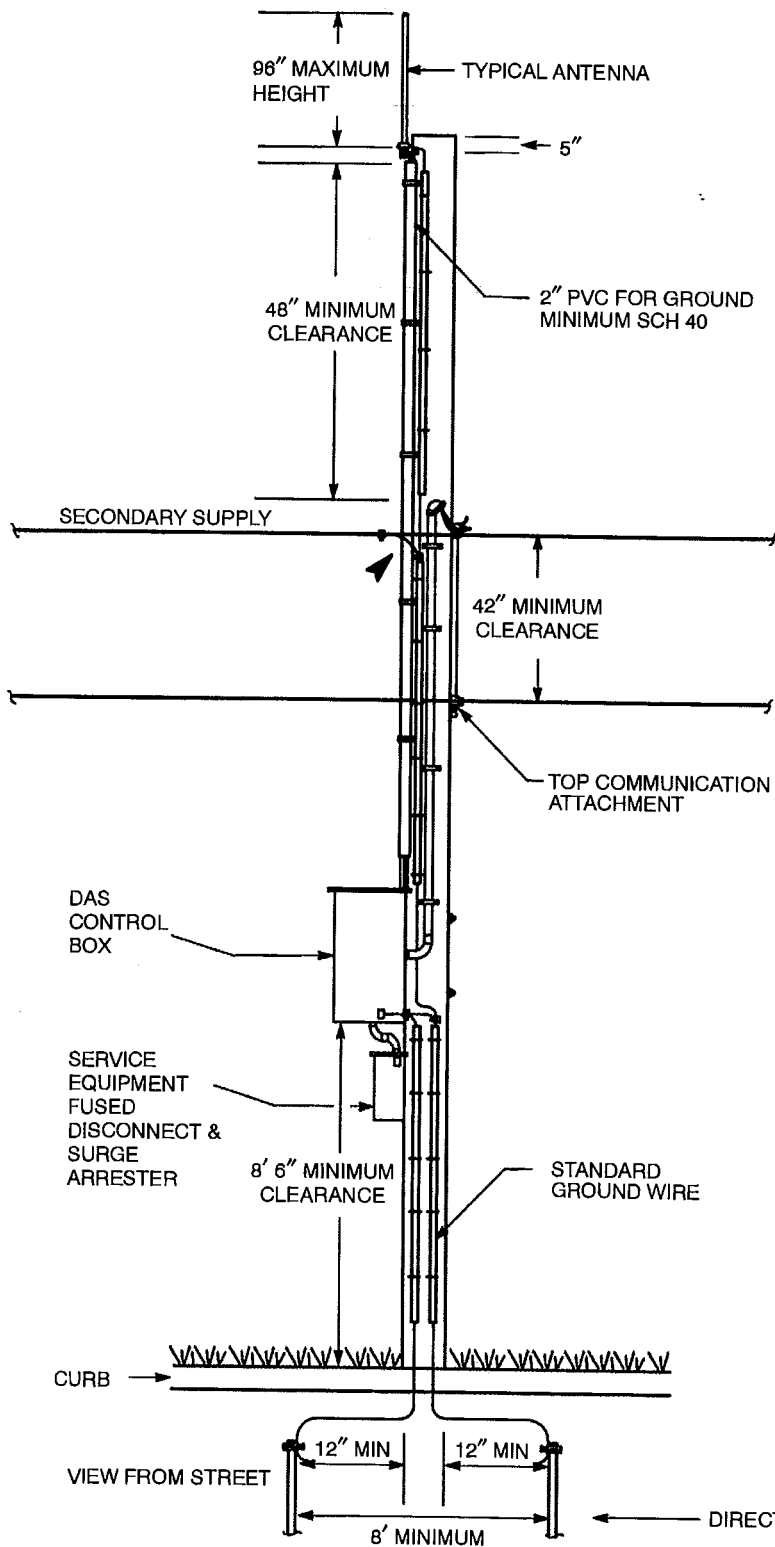
1. Poles shall not be replaced due to age alone. Replacement costs will be at the expense of DAS companies. Upgrades to secondary conductors such as replacement of 120V cable with triplexed 240/120V conductors shall also be at the expense of DAS companies.
2. Clearance to nearby poles with primary conductors shall be of adequate distance to prevent contact of an antenna to primary conductors in the event of falling DAS poles due to storms or vehicle accidents.

Operational Requirements

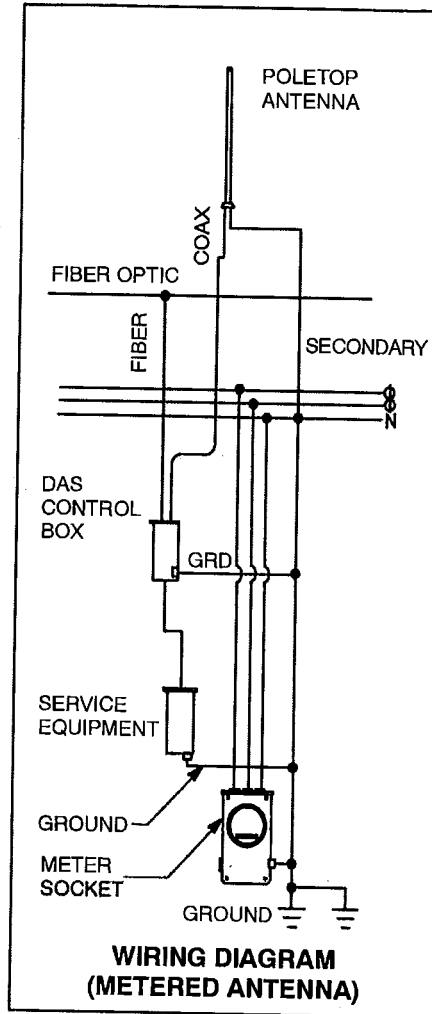
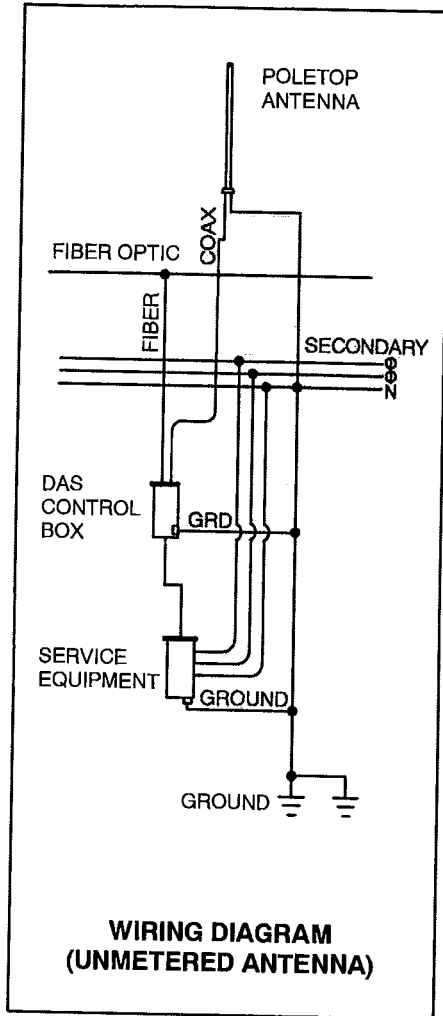
1. Electrical disconnects are required for all antennas.
2. CL&P/WMECO reserves the right to disconnect power to antennas at any time and will not be responsible for interruption to DAS service.
3. Warning signs to indicate exposure to radio frequency signals are the responsibility of DAS companies and shall be installed prior to energizing any antennas.
4. CL&P/WMECO shall be responsible for all connections and under no circumstance will DAS companies be permitted to tap onto existing or new electrical conductors.

Notes

1. Refer to **DTR 07.047** for construction guidelines.



ORIGINAL	POLE TOP ANTENNA SYSTEMS			CT/MA
1/5/12				
APPROVED	NORTHEAST UTILITIES	DESIGN & APPLICATION STANDARD	DTR 07.047	2
1/22/14 <i>[Signature]</i>				



Notes

1. Pole top antennas shall only be installed with the approval of Northeast Utilities. The existing pole selected to install a pole top antenna must meet the following criteria:
 - There is no primary equipment or conductor already attached on the pole (e.g. transformers, control boxes).
 - There are no scheduled plans to attach primary equipment to the pole.
 - There is no structural damage to the pole (this includes poles with structural repairs).
 - The pole is not a junction pole.
 - There are no communication or power risers on the pole.
 - The pole must not be located underneath primary wires or equipment.
 2. Antenna model selection criteria:
 - The antenna must not operate at a frequency that would interfere with local radio equipment such as the Distribution SCADA communications.
 - The maximum allowable antenna height is eight feet when no pole top extension is used.
- (Notes continued on **DTR 07.049**)

ORIGINAL	POLE TOP ANTENNA SYSTEMS				CT/MA
1/5/12					
APPROVED					
NORTHEAST UTILITIES	DESIGN & APPLICATION STANDARD	DTR 07.048	2		

- When a pole top extension is used, the total height of the antenna and extension must be less than five feet.
 - The antenna RF emission must comply with the current edition of *IEEE C95.1-2005*.
 - Only one antenna assembly may be installed on each approved pole (i.e. one antenna bracket fixture with one or multiple antennas).
3. The distribution antenna systems (DAS) attaching entity must apply to NU for attachment approval and determination of make ready work costs for each pole they wish to attach to. All approved poles will require an attachment agreement with NU prior to any installation work.
 4. A professional engineer licensed in the state where the attachment is proposed must evaluate each antenna model with respect to pole class. Items to be evaluated include, but are not limited to, pole weight loading, wind and ice loading, RF emission compliance, and NESC compliance. The professional engineer must stamp and sign off on the design before construction can begin. The approved designs can be reused for different installations provided that the professional engineer specifications and all other requirements in this standard are met. However, each installation will require a pole inspection and guying evaluation performed by NU and an intermodulation frequency analysis conducted by the DAS attacher. See **DSEM 06.70** for pole attachment conditions.
 5. The DAS attacher shall provide NU with a list of qualified personnel who are authorized to represent the DAS attaching entity. The qualified personnel are responsible for providing NU with a written electrical service release that states the DAS installation has been built as designed in the standard and specified by the professional engineer. They also must ensure that all applicable codes such as the NESC, NEC, and requirements of the state and local municipality have been met. NU will make all final power connections to the DAS equipment once the electrical service release is submitted.
 6. Northeast Utilities or approved NU contractor shall perform all work above the telecommunications zone.
 7. The total above ground height of the pole and the antenna must be less than 60 feet. This total height may be further limited depending on the proximity of poles with primary voltage wires. The pole with the attached antenna must not be long enough to make contact with adjacent primary equipment or wires in the event that the pole is broken at the base.
Please note that the total height of the antenna and pole will be further limited by the equipment owned by Northeast Utilities distribution. As of 2011, NU distribution is capable of installing poles up to 50 feet tall.
 8. Clearances for DAS equipment in the telecommunications zone must be negotiated with the respective telecommunications company
 9. The customer's DAS control power supply/repeater shall be equipped with a pad-lockable disconnect switch. The power supply cabinet must also be equipped with an external indicator light to provide certainty that the antenna is shut down.
 10. The DAS attaching entity is responsible for placing a warning sign on the power supply communicating the RF emissions in compliance with the current edition of *IEEE C95.2-1999*. This sign must also have a 24 hour contact phone number in case of an emergency. This number must be visible from the ground.
 11. Load characteristics of a given installation will determine if a meter is required. NU will provide the metering device for metered installations. The DAS attacher is responsible for acquiring all other accessories such as the disconnect switch and meter socket and for the meter installation.
 12. Any required vegetation maintenance is the responsibility of the pole attaching entity.
 13. Rules for taking antenna outages for pole maintenance:
 - Northeast Utilities is responsible for giving a 24 hour notice to the pole attaching entity prior to locking and tagging out antennas for scheduled outages.
 - Northeast Utilities may lock and tag out antennas without a 24 hour notice for emergency work.
 - Northeast Utilities must still give notification to the customer at the time of the required outage.
 - NU must contact the pole attachment customer once the work is complete and the antenna is re-energized.

ORIGINAL	POLE TOP ANTENNA SYSTEMS				CT/MA
1/5/12					
APPROVED					
A/22/14 <i>Camp</i>	NORTHEAST UTILITIES	DESIGN & APPLICATION STANDARD	DTR 07.049	2	

PURPOSE – The purpose of this standard is to describe the general requirements and show the typical construction and clearances needed for a side-mounted distributed antenna systems (DAS) installed in the communication space of an electric distribution pole.

GENERAL REQUIREMENTS

The antenna attaching entity must apply to the appropriate Eversource Energy office for the attachment approval and determination of make ready work costs for each pole. All approved poles will require an attachment agreement with Eversource Energy prior to any installation work.

Any style of new antenna installations are not allowed on distribution poles that contain any of the following equipment or construction:

- Any primary connected equipment (transformers, switches, regulators, reclosers, capacitors, etc) operating over 600 Volts.
- Any other communications equipment or antenna belonging to Eversource Energy or another entity (i.e. Cable Television Power Packs).
- Any pole with a primary riser, three-phase secondary riser, multiple secondary risers or a single-phase secondary riser with conductors greater than 4/0 in size.
- Locations that cannot be accessed by a standard bucket truck.
- Three and four-way primary junction poles.
- Poles that would require guying and anchoring to be added or upgraded to support wire and equipment loads until rights are subsequently secured and guying and anchoring is installed.
- Poles with existing riser congestion (all utilities) that encircles more than 40% of pole circumference.

1. Applicable codes and other approvals needed:

- a. All installations shall be in compliance with the applicable codes, wiring inspector requirements and the Eversource Energy "Information and Requirements for Electric Service." Installation and maintenance will be performed in compliance with OSHA requirements and Eversource Energy Safety requirements for work in energized areas. NESC minimum requirements shall be met or exceeded in all cases.
- b. The wireless company shall obtain permission from the local municipality and Eversource Energy prior to installation of the equipment.

2. Attacher Requirements

- a. A professional engineer licensed in the state where the attachment is proposed must evaluate each antenna model with respect to pole class. Items to be evaluated include, but are not limited to, pole weight loading, wind and ice loading, RF emission compliance, and NESC compliance. The professional engineer must stamp and sign off on the design before construction can begin. The approved designs can be reused for different installations provided that the professional engineer specifications and all other requirements in this standard are met. However, each installation will require a pole inspection and guying evaluation performed by Eversource Energy and an intermodulation frequency analysis conducted by the attacher. For CT/MA, see **DSEM 06.70** for pole attachment conditions.
- b. At the cost of the attacher, a study of the pole adequacy and integrity with the new equipment installed will be performed.
- c. Attacher pays all costs for the new pole, transfer work and make-ready work before any work is to begin.

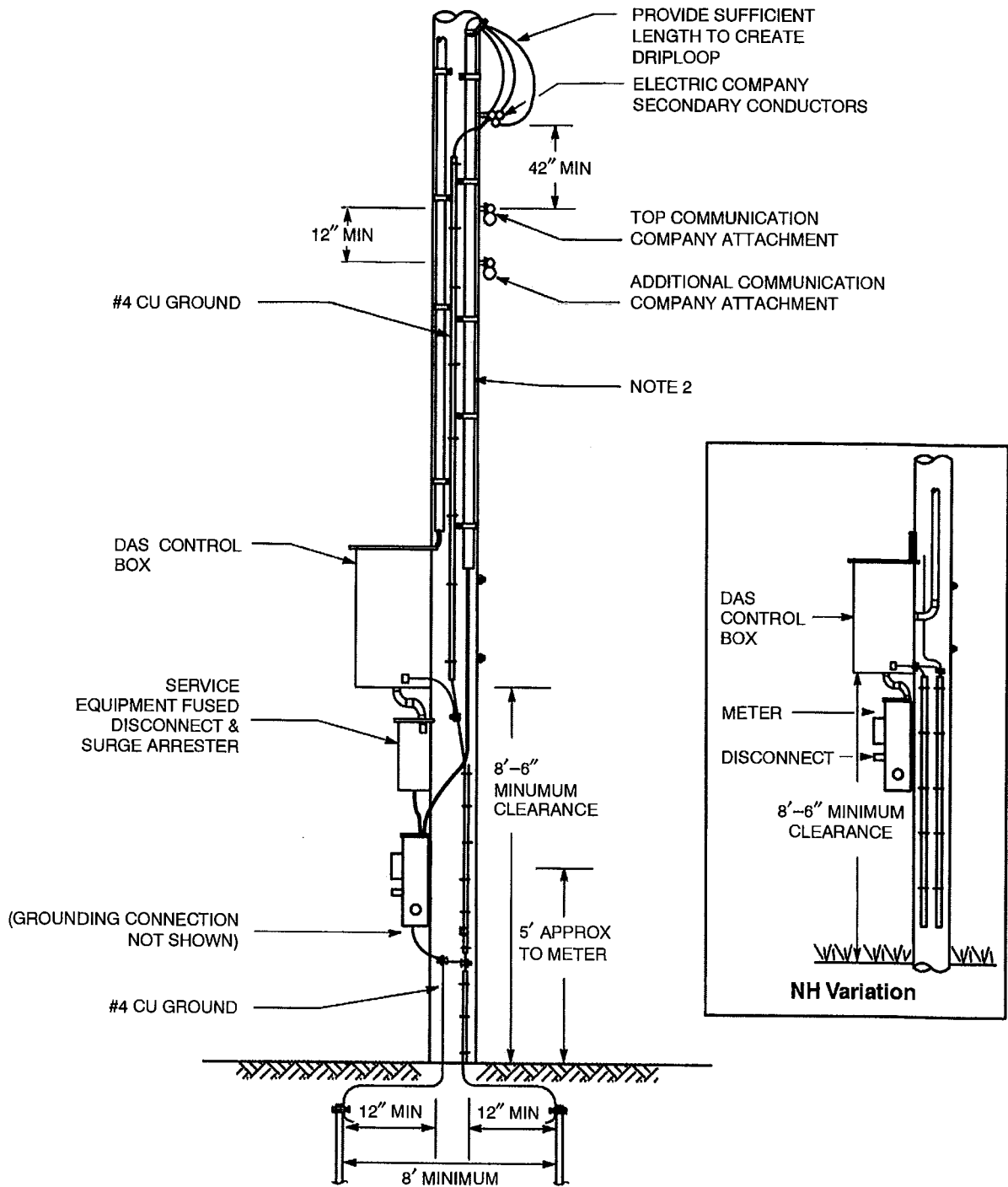
ORIGINAL	CONSTRUCTION REQUIREMENT FOR DISTRIBUTED ANTENNA SYSTEMS (DAS) IN COMMUNICATION SPACE			
3/12/15				
APPROVED				
04/16/15	EVERSOURCE ENERGY	DESIGN & APPLICATION STANDARD	DTR 07.055	1

3. Attacher shall provide and install the following – construction notes
 - a. Weatherhead in a location suitable to form a drip-loop and to make secondary connections.
 - b. Conduit shall be two inch PVC, heavy wall sunlight resistant (6 percent–7 percent titanium dioxide by weight), Schedule 40 as per ANSI/NEMA TC 2–2003. Conduit riser shall be installed bell end down and extend two inches above the secondary or neutral height. Riser shall be installed on the pole opposite the flow of traffic.
 - c. Disconnect and overcurrent protection sized and designed in compliance with NEC requirements for outdoor installations. This may be located in a separate compartment for CT/MA installations.
 - d. Grounding shall be furnished, installed, and connected using NEC approved ground electrodes.
 - e. All devices are to be mounted over one another on the same side of the pole. Arrange all pole equipment to allow at least one clear third of the pole, dimensions per NESC climbing space.
 - f. Antenna and all mounting brackets shall have galvanized steel mounting bases. These shall be secured to the pole with galvanized hardware of adequate strength for the load.
 - g. Radio Frequency (RF) radiation warning signage as required by OSHA shall be present and visible to persons working near antenna. Requester must submit documents that state the RF output of the antenna for each location.
4. Metering Requirements – CT/MA
 - a. Services to power supplies shall be single phase, three wire and shall be metered unless the service meets requirements for unmetered service.
 - b. All pole mounted installations and orientation of the meter socket must be approved by Eversource metering prior to installation.
 - c. Meter shall not be installed on poles unless the control unit itself is also installed on the pole. The meter location for the pole mounted control units should be at least at the 5 foot level.
 - d. An approved lever operated manual bypass is required on sockets. 100 amp sockets may be supplied with non– locking jaws. Sockets greater than 100 amps must be supplied with locking jaws.
 - e. Supply wire for connection to leads from secondary shall be minimum #10 solid copper, 600 V insulated conductors, type RHW–2 or THWN, and made with UL approved connectors.
 - f. Allow enough slack on temporary power and neutral connections so Eversource Energy crews can cut the temporary connections and attach the power and neutral leads to system secondaries/neutrals without additional splicing.
 - g. Each power supply shall be metered, and requires a ring–less meter socket and pole mount bracket. Meter is Form 12S, UL approved, sealable, with safety arc shield and approves single–handle operated bypass. Use of an automatic by–pass is not permitted. The meter socket will be located on the quarter of the pole opposite of traffic flow.
5. Metering Requirements – NH
 - a. Attacher shall furnish and install riser with service entrance cable to meter mounting device with disconnect.
 - b. Attacher shall allow enough service entrance cable slack so Eversource Energy crews can attach the power and neutral leads to the system without splicing.

ORIGINAL	CONSTRUCTION REQUIREMENT FOR DISTRIBUTED ANTENNA SYSTEMS (DAS) IN COMMUNICATION SPACE			
3/12/15				
APPROVED				
04/16/15	EVERSOURCE ENERGY	DESIGN & APPLICATION STANDARD	DTR 07.056	1

- c. Eversource Energy NH will provide the meter. The attendee is responsible for acquiring all other accessories such as the NEMA 3R fused disconnect or circuit breaker. Use of an automatic bypass is not permitted. The meter socket will be located on the quarter of the pole opposite of traffic flow.
6. Minimum clearances from antenna to energized wires:
- a. Antenna and mounting brackets shall maintain a minimum clearance of six (6) feet in any direction from RF emitting surface panel or mast to the nearest or lowest primary conductor. See **DTR 07.059**.
 - b. Reserved primary space requirements shall be identified by Eversource Energy engineering based on the type of primary construction that is anticipated for the pole in question.
 - c. Antenna and mounting brackets shall maintain a minimum clearance of four feet in any direction from an RF emitting surface panel or mast to the secondary main cable. Secondaries may be at the pole top or below a primary. See **DTR 07.058**.
 - d. Antenna shall be mounted on a bracket. See **DTR 07.059**.
7. Any required vegetation management is the responsibility of the pole attaching entity.
8. Rules for taking antenna outages for pole maintenance:
- a. Eversource Energy is responsible for giving a 24 hour notice to the pole attaching entity prior to locking and tagging out antennas for scheduled outages.
 - b. Eversource Energy may lock and tag out antennas without a 24 hour notice for emergency work.
 - c. Eversource Energy must contact the pole attachment customer once the work is complete and the antenna is re – energized.

ORIGINAL	CONSTRUCTION REQUIREMENT FOR DISTRIBUTED ANTENNA SYSTEMS (DAS) IN COMMUNICATION SPACE			
3/12/15				
APPROVED				
04/16/15 <i>Cwp</i>	EVERSOURCE ENERGY	DESIGN & APPLICATION STANDARD	DTR 07.057	1

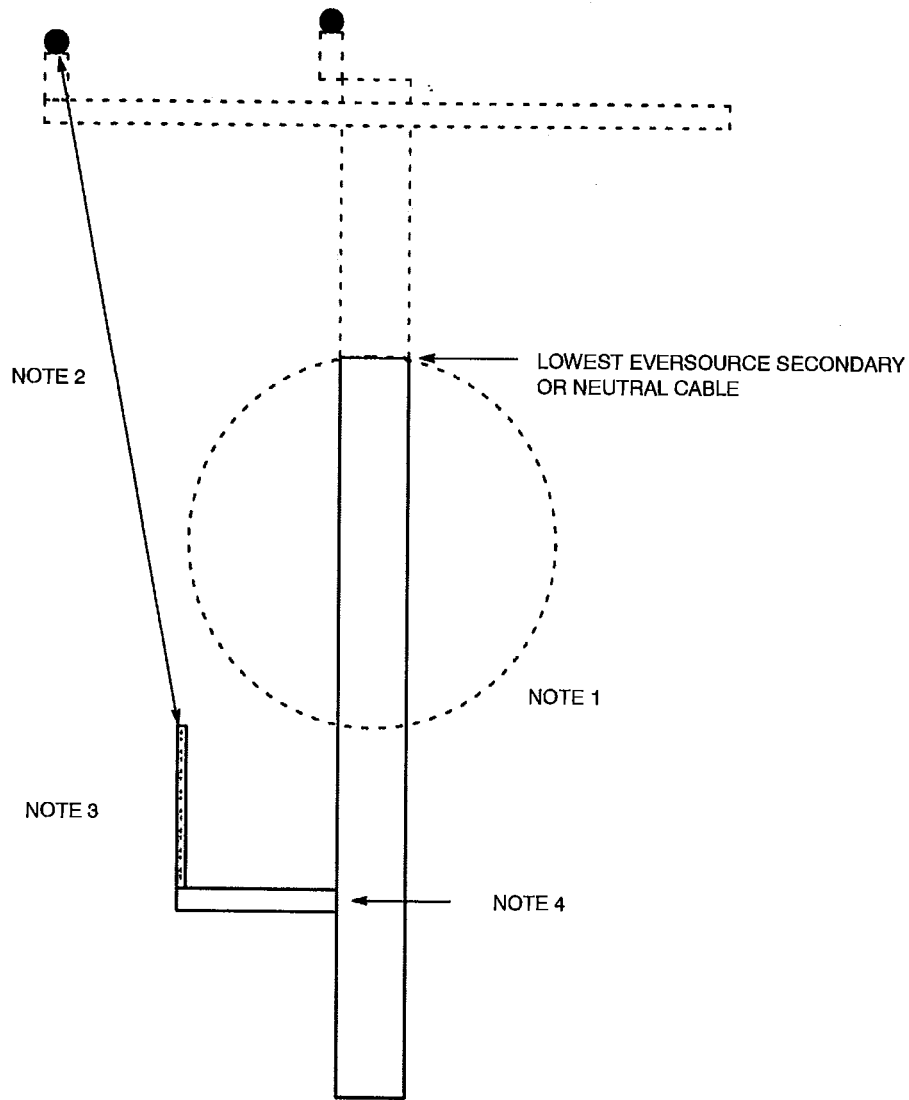


Pole Installation Details CT/MA Variation

Notes

1. Power supply & weatherhead should be installed on the same side of the pole with the secondaries and communication cables to accommodate climbing of the pole.
2. Wireless company power conductors in 2-inch PVC conduit system in accordance with National Electric Code requirements.

ORIGINAL	CONSTRUCTION REQUIREMENT FOR DISTRIBUTED ANTENNA SYSTEMS (DAS) IN COMMUNICATION SPACE			
3/12/15				
APPROVED				
04/16/15	EVERSOURCE ENERGY	DESIGN & APPLICATION STANDARD	DTR 07.058	1
<i>Carp</i>				



Non-pole top antenna clearance from pole, primary (or reserved primary space), and secondary conductors

Notes

1. Reserved primary space requirement shall be identified by Eversource engineering based on the type of construction that is expected for the pole.
2. Six feet minimum clearance to nearest energized primary wire or tap.
3. Antenna mast or panel is on opposite side of pole from cable.
4. Bracket mounting height below secondary must allow these two clearances for any antenna design.

ORIGINAL	CONSTRUCTION REQUIREMENT FOR DISTRIBUTED ANTENNA SYSTEMS (DAS) IN COMMUNICATION SPACE			
3/12/15				
APPROVED				
04/16/15 <i>CWP</i>	EVERSOURCE ENERGY	DESIGN & APPLICATION STANDARD	DTR 07.059	1





ATTACHMENT 3



Google

Imagery ©2016, DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency

Legend

-  Site Utility Pole #35225
-  Utility Pole
-  Overhead Utility Line
-  Assessor Parcel Boundary

Map Notes:
 Base Map Source: 2016 Google Imagery
 Map Scale: 1 inch = 200 feet
 Map Date: December 2016



Site Schematic

Proposed Wireless
 Telecommunications Facility
 Tolland SC4 CT
 Metcalf Road
 Tolland, Connecticut



ATTACHMENT 4



Preliminary Floodplain Analysis

December 7, 2016

Cellco Partnership d/b/a Verizon Wireless
99 East River Drive
East Hartford, CT 06108

APT Project No.: CT1418720

Re: **Proposed Verizon Wireless
Tolland SC4 CT
CL&P Pole #35225
Metcalf Road
Tolland, Connecticut**

All-Points Technology Corporation, P.C. ("APT") has reviewed the referenced Tolland SC4 CT Facility to evaluate potential impact to floodplain resources located within and proximity to this proposed collocation project. APT understands that Cellco Partnership d/b/a Verizon Wireless ("Cellco") proposes to collocate on an existing CL&P wooden utility pole #35225 (the "Site Pole") located along the north side of Metcalf Road just west of Chapins Meadow Brook). Cellco proposes to locate equipment starting at ± 6.5 feet above ground level on the utility pole in addition to installation of an antenna canister at the top of the pole.

According to digitally available FEMA flood data, the Site Pole is not located within a Special Flood Hazard Area (100-year floodplain¹); refer to the enclosed Flood Hazard Map. The utility pole appears to be located within an unshaded Zone X, which consists of areas outside the 500-year flood hazard zone² (areas of 0.2% annual chance of flood), associated with Chapins Meadow Brook. A Zone A flood zone is associated with Chapins Meadow Brook. Zone A is defined as areas subject to inundation by the 1%-annual-chance flood event (100-year floodplain) generally determined using approximate methodologies. Because detailed hydraulic analyses have not been performed for Zone A designated areas, no Base Flood Elevations ("BFEs") or flood depths are shown.

However, closer evaluation of the digital flood data reveals a rectification issue when the flood zone limit is compared to the location of the Chapins Meadow Brook stream channel. A recent wetland delineation performed by APT reveals that the centerline of the Chapins Meadow Brook stream channel is located ± 25 feet east of the Site Pole. A review of the Flood Insurance Rate Map ("FIRM") shows the Zone A flood zone extending ± 60 feet west of the Chapins Meadow Brook channel; refer to the enclosed FIRM. Therefore, the Site Pole is located within a Zone A flood zone. Two FEMA-approved methodologies, simplified and detailed, are available for determining BFEs in Zone A areas³. The applicable methodology in this instance would be the contour interpolation simplified method⁴.

¹ CGS Sec. 25-68b: "Floodplain" means that area located within the real or theoretical limits of the base flood or base flood for a critical activity; "Base flood" means that flood which has a one per cent chance of being equaled or exceeded in any year, as defined in regulations of the National Flood Insurance Program (44 CFR 59 et seq.), or that flood designated by the commissioner pursuant to section 25-68c.

² FEMA Flood Insurance Rate Map, Town of Tolland, Connecticut, Tolland County, Community Panel Number 0901710015A, Effective Date April 1, 1982

³ Managing Floodplain Development in Approximate Zone A Areas, A Guide for Obtaining and Developing Base (100-Year) Flood Elevations. FEMA 265/July 1995.

⁴ A data extrapolation simplified method is also available for use but only if a 100-year flood profile has been computed by detailed methods; no such profile exists for Chapins Meadow Brook.

However, the contour interpolation simplified method requires that the floodplain boundary generally conform to the contour lines along the flooding source in question. The difference between the water-surface elevations determined on the right overbank and the left overbank must be within one-half of the map contour interval. A review of 2-foot topography reveals a difference between the left and right stream banks of 12 feet, well in excess of the methodologies acceptable accuracy limits (in this case, 1 foot). Refer to the enclosed Flood Hazard Map.

A detailed method for calculating the BFE is available, however, it requires extensive hydraulic modeling. Although not recognized by FEMA as an approved method, if you adjust the Zone A to the actual location of the Chapins Meadow Brook stream channel and use the contour interpolation method, it would then satisfy the accuracy limits of the contour interpolation simplified methodology. Making these manual map adjustments, the interpolated BFE would be ± 609.5 feet. Using the same topographic base map, the Site Pole ground elevation is ± 605 feet. Cellco's lowest equipment level on the utility pole is proposed at ± 6.5 feet above ground level. Therefore, the bottom of Cellco's lowest pole-mounted equipment would be at elevation ± 611.5 feet, or ± 2 feet **above** the interpolated BFE.

Considering the limitations of the BFE interpolation methodology noted above, it does not appear that the proposed Cellco equipment would be adversely affected during a 100-year flood event.

Please feel free to contact me at by phone at (860) 984-9515 or via email at dgustafson@allpointstech.com with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Dean Gustafson". The signature is fluid and cursive, with the first name "Dean" and the last name "Gustafson" clearly legible.

Dean Gustafson
Senior Environmental Scientist

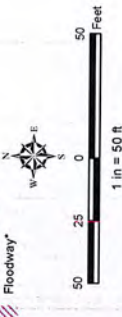
Enclosures

Attachments

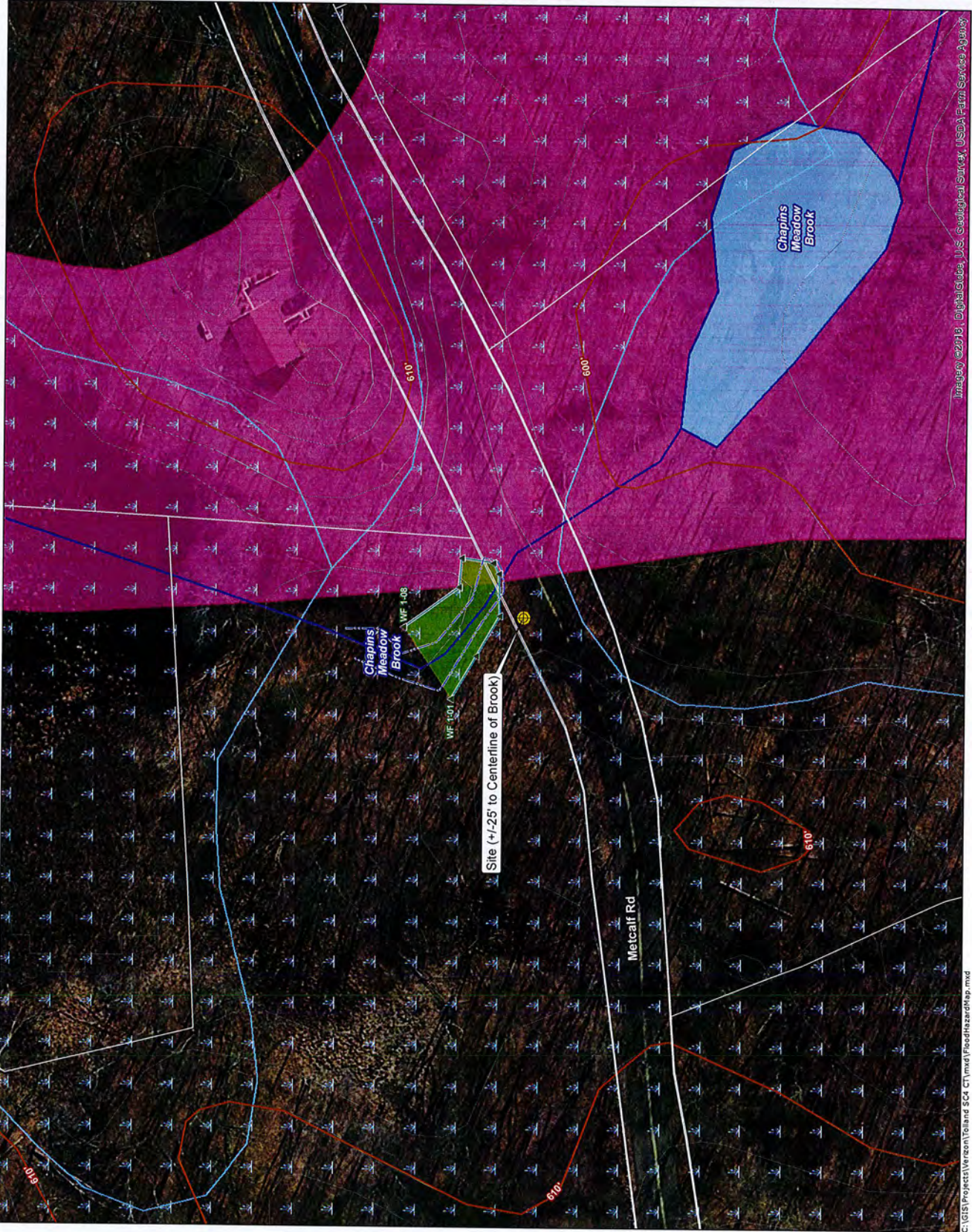
- Flood Hazard Map
- FEMA Flood Insurance Rate Map, Town of Tolland, Connecticut, Tolland County, Community Panel Number 0901710015A, Effective Date April 1, 1982

Flood Hazard Map
Proposed Tolland SC4 CT
Wireless Telecommunications Facility
Metcalf Road
Tolland, Connecticut
verizon

- Legend**
- Site
 - Wetland Flag
 - Delineated Stream Bank
 - Delineated Wetland Boundary
 - Delineated Wetland Area
 - 10' Contour (2000 LIDAR, CTECO)
 - 2' Contour (2000 LIDAR, CTECO)
 - Open Water (CTDEEP)
 - Wetlands (CTDEEP)
 - Watercourse (CTDEEP)
 - Natural Diversity Database Area (June 2016)*
 - Critical Habitat (CTDEEP, July 2009)*
 - Approximate Parcel Boundary (CTDEEP)
 - Aquifer Protection Area (CTDEEP, Dec 2015)*
 - Final Adopted Aquifer Protection Area
 - Final Aquifer Protection Area
 - Preliminary Aquifer Protection Area
 - FEIMA Flood Zones
 - 100-Year Flood Zone
 - 500-Year Flood Zone*
 - Floodway*



Map Sources:
 *Legend item not in mapped area
 Ortho Base Map: 2016 Google Imagery
 Elevation contours derived from 2000 LIDAR data provided by CTECO
 Flood Zones obtained from CTDEEP GIS (FEIMA's digital National Flood Hazard Layer dataset is not available for this area).
 CTDEEP's data library (<http://www.ct.gov/ctdeep>)
 Data layers are maintained and updated by CTDEEP and represent the most recent publications.
 Map Date: December 2016

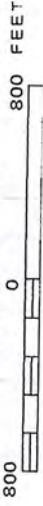


Imagery ©2013, DigitalGlobe, US Geological Survey, USDA Farm Service Agency

Flood Hazard Zone A Width off Chapins Meadow Brook
Cellco Partnership Tolland SC4 CT Facility
Metcalf Road, Tolland, CT



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

TOWN OF
TOLLAND,
CONNECTICUT
TOLLAND COUNTY

PANEL 15 OF 20
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
090171 0015 A

EFFECTIVE DATE:
APRIL 1, 1982



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

ATTACHMENT 5

December 6, 2016

APT Project No.: CT1418760

Prepared For: Verizon Wireless
99 East River Drive
East Hartford, CT 06108

Verizon Wireless Site Name: Tolland SC4 CT

Site Address: CL&P Pole #35225
Metcalf Road, Tolland, Connecticut

Date(s) of Investigation: 5/2/2014

Field Conditions: **Weather:** cloudy, mid 40's
Soil Moisture: dry to moist

Wetland/Watercourse Delineation Methodology*:

- Connecticut Inland Wetlands and Watercourses
- Connecticut Tidal Wetlands
- Massachusetts Wetlands
- U.S. Army Corps of Engineers

Municipal Upland Review Area/Buffer Zone:

Wetlands: 50 feet
Watercourses: 50 feet

The wetlands inspection was performed by[†]:



Dean Gustafson, Senior Wetland Scientist

Enclosures: Wetland Delineation Field Form & Wetland Inspection Map

This report is provided as a brief summary of findings from APT's wetland investigation of the referenced Study Area that consists of proposed development activities and areas generally within 200 feet.[‡] If applicable, APT is available to provide a more comprehensive wetland impact analysis upon receipt of site plans depicting the proposed development activities and surveyed location of identified wetland and watercourse resources.

* Wetlands and watercourses were delineated in accordance with applicable local, state and federal statutes, regulations and guidance.

† All established wetlands boundary lines are subject to change until officially adopted by local, state, or federal regulatory agencies.

‡ APT has relied upon the accuracy of information provided by Verizon Wireless and its contractors regarding proposed lease area and access road/utility easement locations for identifying wetlands and watercourses within the study area.

Attachments

- Wetland Delineation Field Form
- Wetland Inspection Map

Wetland Delineation Field Form

Wetland I.D.:	Wetland 1	
Flag #'s:	WF 1-01 to 1-08	
Flag Location Method:	Site Sketch <input checked="" type="checkbox"/>	GPS (sub-meter) located <input checked="" type="checkbox"/>

WETLAND HYDROLOGY:

NONTIDAL

Intermittently Flooded <input type="checkbox"/>	Artificially Flooded <input type="checkbox"/>	Permanently Flooded <input type="checkbox"/>
Semipermanently Flooded <input type="checkbox"/>	Seasonally Flooded <input checked="" type="checkbox"/>	Temporarily Flooded <input type="checkbox"/>
Permanently Saturated <input type="checkbox"/>	Seasonally Saturated – seepage <input type="checkbox"/>	Seasonally Saturated - perched <input type="checkbox"/>
Comments: None		

TIDAL

Subtidal <input type="checkbox"/>	Regularly Flooded <input type="checkbox"/>	Irregularly Flooded <input type="checkbox"/>
Irregularly Flooded <input type="checkbox"/>		
Comments: None		

WETLAND TYPE:

SYSTEM:

Estuarine <input type="checkbox"/>	Riverine <input type="checkbox"/>	Palustrine <input checked="" type="checkbox"/>
Lacustrine <input type="checkbox"/>	Marine <input type="checkbox"/>	
Comments: None		

CLASS:

Emergent <input type="checkbox"/>	Scrub-shrub <input type="checkbox"/>	Forested <input checked="" type="checkbox"/>
Open Water <input type="checkbox"/>	Disturbed <input type="checkbox"/>	Wet Meadow <input type="checkbox"/>
Comments: None		

WATERCOURSE TYPE:

Perennial <input checked="" type="checkbox"/>	Intermittent <input type="checkbox"/>	Tidal <input type="checkbox"/>
Watercourse Name: Chapins Meadow Brook		
Comments: Brook is 6 to 8 feet wide with a cobble & sand bottom; clear low flows were observed; flows under Metcalf Road through twin 42-inch corrugated metal culverts; narrow bordering wetlands.		

Wetland Delineation Field Form (Cont.)

SPECIAL AQUATIC HABITAT:

Vernal Pool Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Potential <input type="checkbox"/>	Other <input type="checkbox"/>
Vernal Pool Habitat Type: None	
Comments: None	

SOILS:

Are field identified soils consistent with NRCS mapped soils?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If no, describe field identified soils		

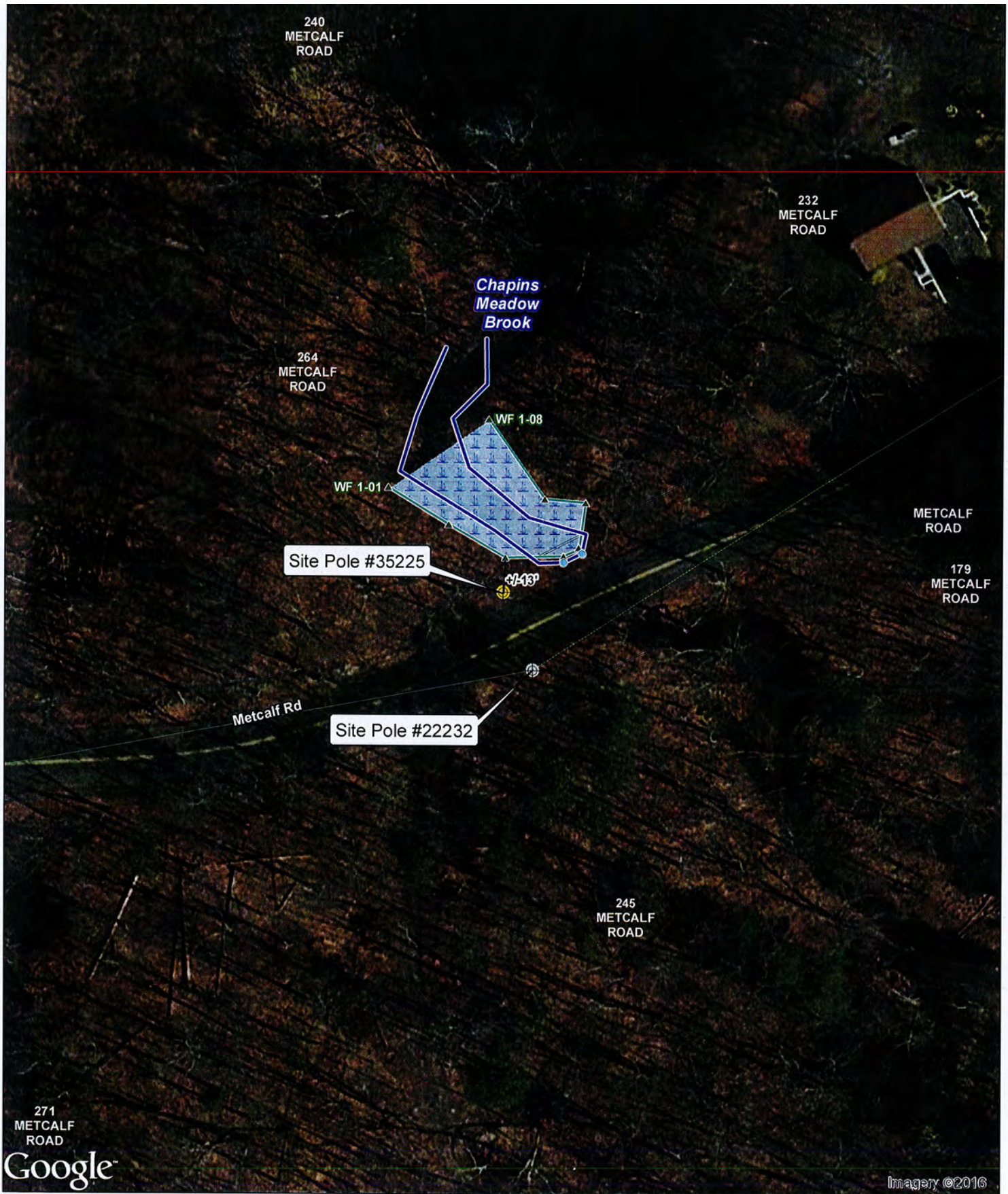
DOMINANT PLANTS:

Highbush Blueberry (<i>Vaccinium corymbosum</i>)	Sweet Pepperbush (<i>Clethra alnifolia</i>)
Red Maple (<i>Acer rubrum</i>)	Winterberry (<i>Ilex verticillata</i>)

* denotes Connecticut Invasive Species Council invasive plant species

GENERAL COMMENTS:

<p>The project site is an existing wooden CL&P utility pole (#35225) that Cellco Partnership d/b/a Verizon Wireless proposes to collocate on and attach its equipment to. Chapins Meadow Brook and associated bordering wetlands are located ±13 feet to the north/northeast.</p> <p>Although the proposed Cellco Partnership installation on the existing utility pole is expected to result in minimal soil disturbance, erosion controls (i.e., straw wattles) are recommended to be installed between the work area surrounding pole #35225 and the adjoining wetland area as a protective measure. Provided erosion control measures are properly installed and maintained during Cellco Partnership's equipment installation activities, no likely adverse impact to Chapins Meadow Brook or associated wetlands would result.</p>
--



- Legend**
- Site Utility Pole #35225
 - Wetland Flag
 - Utility Pole
 - Wetland Boundary
 - Culvert
 - Wetland Area
 - Overhead Utility Line
 - Assessor Parcel Boundary
 - Stream Bank

Map Notes:
 Base Map Source: 2016 Google Imagery
 Map Scale: 1 inch = 50 feet
 Map Date: December 2016



Wetland Inspection Map

Proposed Wireless
 Telecommunications Facility
 Tolland SC4 CT
 Metcalf Road
 Tolland, Connecticut



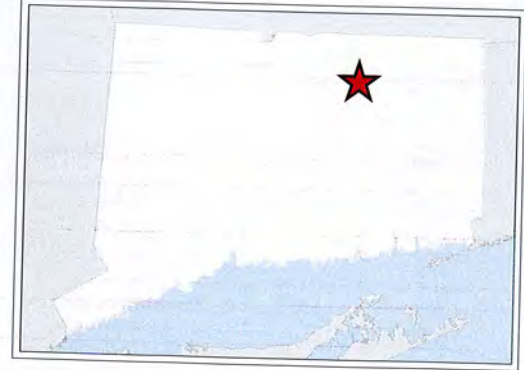
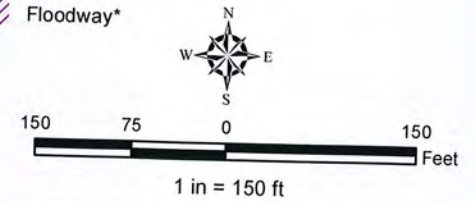
ATTACHMENT 6

Environmental Resources
 Proposed Tolland SC4 CT
 Wireless Telecommunications Facility
 Metcalf Road
 Tolland, Connecticut

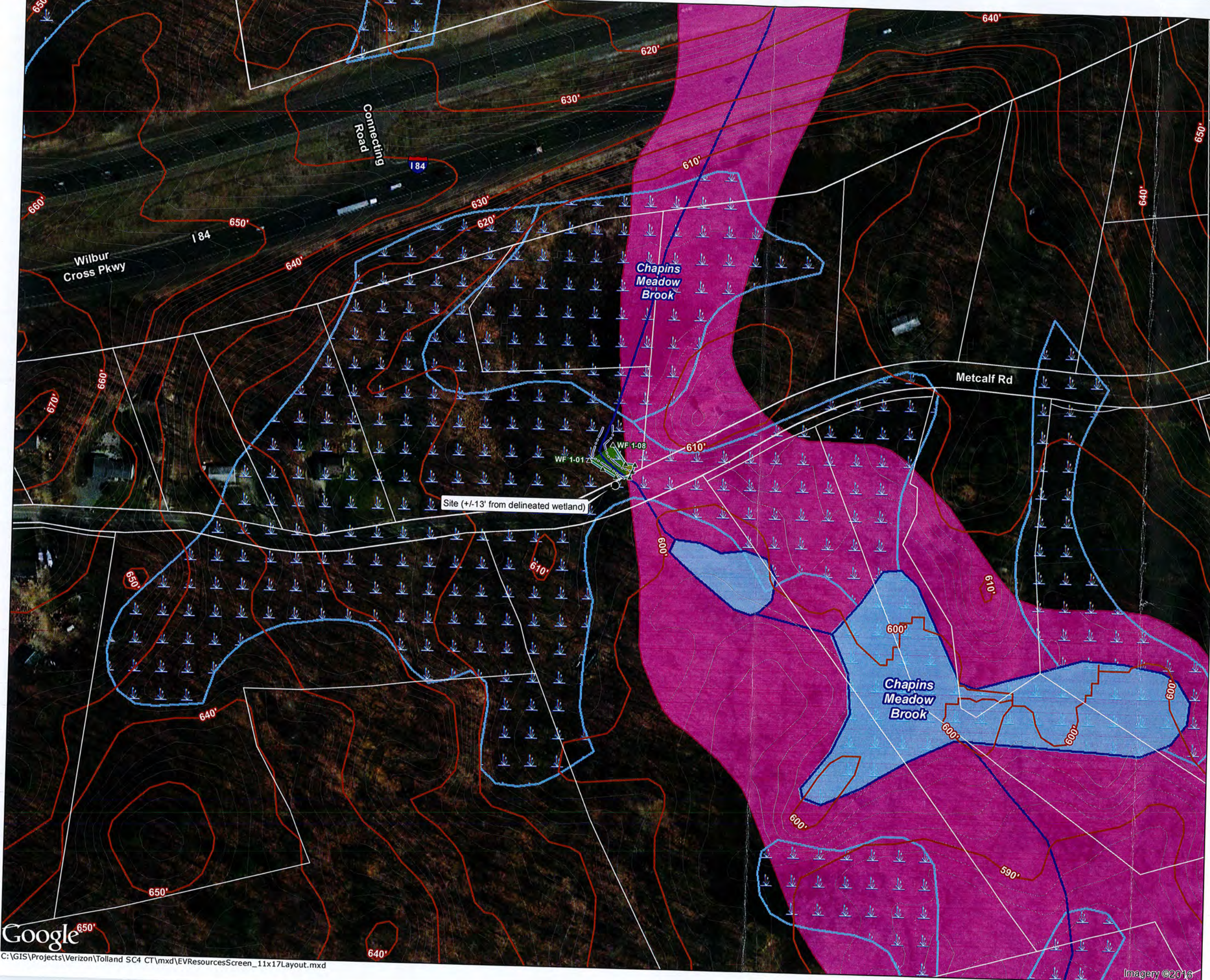


Legend

- Site
- ▲ Wetland Flag
- Delineated Stream Bank
- Delineated Wetland Boundary
- Delineated Wetland Area
- 10' Contour (2000 LIDAR, CTECO)
- 2' Contour (2000 LIDAR, CTECO)
- Open Water (CTDEEP)
- Wetlands (CTDEEP)
- Watercourse (CTDEEP)
- Natural Diversity Database Area (June 2016)*
- Critical Habitat (CTDEEP; July 2009)*
- Approximate Parcel Boundary (CTDEEP)
- Aquifer Protection Area (CTDEEP, Dec 2015)***
- Final Adopted Aquifer Protection Area
- Final Aquifer Protection Area
- Preliminary Aquifer Protection Area
- FEMA Flood Zones**
- 100-Year Flood Zone
- 500-Year Flood Zone*
- Floodway*



Map Sources:
 *Legend item not in mapped area
 Ortho Base Map: 2016 Google Imagery
 Elevation contours derived from 2000 LIDAR data provided by CTECO
 Flood Zones obtained from CTDEEP GIS (FEMA's digital National Flood Hazard Layer dataset is not available for this area).
 CTDEEP's data library (<http://www.ct.gov/deep>)
 Data layers are maintained and updated by CTDEEP and represent the most recent publications.
 Map Date: December 2016



ATTACHMENT 7



TILSON

August 10th, 2016

Subject: STRUCTURAL ANALYSIS

Verizon Wireless Site Reference – Tolland SC4 CT
Pole Number No Tag
Metcalf Road
Tolland, CT 06084

To Whom It Concern:

Tilson has completed a structural analysis of the above referenced utility pole to determine its adequacy for the proposed installation of Verizon Wireless equipment as shown on the following page.

This analysis assumes that the existing structure and associate components have been properly constructed per original design and have been well maintained. The loads considered in this analysis were determined in accordance with the requirements of the National Electric Safety Code (NESC) 12 (250B), Grade C, Heavy Load. The soil is assumed to be Class 4 in vicinity of the pole.

Our findings show that the existing utility pole will be adequate to support the Verizon Wireless radio equipment and antenna installation.

This analysis is based solely on information available to use as listed on the following page. This report is considered void if any of the listed information is incorrect.

We appreciate the opportunity to be of service on this project. If you have any questions or concerns regarding this analysis, please do not hesitate to contact us at (207) 591-6427.

Sincerely,



Kyle Buying, P.E.

245 Commercial Street, Suite 203, Portland, ME 04101
www.tilsonotech.com - info@tilsonotech.com
@tilsonotech - (207) 591-6427

This analysis is based on the following design information:

Design Criteria & Information:

Documents	Design drawings by Tilson, dated (8/10/2016)

Pole Attachments:

Attachment	Dimensions/Weight	Elevation (AGL)
(N) Antenna	28.7"x12" Dia., 25.4 LBS	40.5' RAD Center
(N) Mounting Bracket	13.75", 37 LBS	38.7'
(N) Secondary	Duplex Bundle	29.25'
(E) Down Guy	Anchor	29.25'
(N) Radio Unit	21.6"x10.5", 55 LBS	12.8'
(N) Cube	48"x19"x10.5"	8.5'
(N) Service Disconnect	17.5"x8.5"x6.5", 10 LBS	6.5'

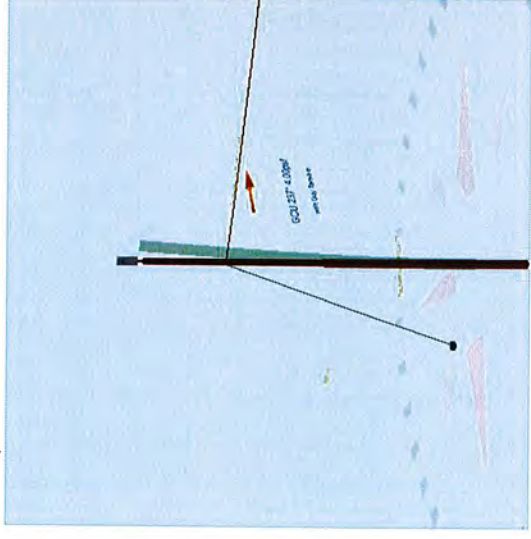
Notes:

1. Any discrepancies in loading from this listing should be brought to Tilson's attention. Results of this analysis cannot be used if the loading is different.
(N) = New equipment, (E) = Existing equipment

Assumptions and Limitations:

1. Current and future wire taps will be back-guyed to minimize tension load imbalances.
2. Current and future wires will be installed as to not induce angular loading on the pole.
3. The subject pole is installed plumb and free of unreasonable defects.
4. All equipment shall be installed as shown on the corresponding construction drawing.
5. This structural analysis was completed based upon the received make-ready determination.
6. All pole information is based on a visual ground inspection.

Pole Num:	Tolland SC4 CT	Pole Length / Class:	45 / 2	Code:	5	Structure Type:	NEC	Deadend
Aux Data 1	Unset Species:	SOUTHERN PINE	NEC Rule:	6.30	Construction Grade:	Status	Rule 250B	Guy Wires Adequate
Aux Data 2	Unset Setting Depth (ft):	40.38	Loading District:	8,000	Ice Thickness (in):	Heavy	Pole Strength Factor:	0.85
Aux Data 3	Unset G/L Circumference (in):	6,800	Wind Speed (mph):	No	Wind Pressure (psf):	4.00	Transverse Wind LF:	1.75
Aux Data 4	Unset G/L Fiber Stress (psi):	0 Deg 0 Min 0.000000 Sec N	Longitude:	0 Deg 0 Min 0.000000 Sec E	Elevation:	0 Feet	Wire Tension LF:	1.30
Aux Data 5	Unset Allowable Stress (psi):						Vertical LF:	1.90
Aux Data 6	Unset Fiber Stress Ht. Reduc:							



Pole Capacity Utilization (%)	Height (ft)	Wind Angle (deg)
Maximum	6.5	237.0
Groundline	6.5	237.0
Vertical	0.7	325.0

Pole Moments (ft-lb)	Load Angle (deg)	Wind Angle (deg)
Max Cap Util	7,292	237.0
Groundline	7,292	237.0
GL Allowable	118,141	

Guy System Component Summary

Description	Lead Length (ft)	Lead Angle (deg)	Height (ft)	Load From Worst Wind Angle on Pole		Individual Maximum Load	
				Nominal Capacity (%)	Wind Angle (deg)	Max Load Capacity (%)	Wind Angle (deg)
Single - 14" - Soil Class 4 EHS 1/4 (Down)	13.0	145.0	29.3	1.0	237.0	2.0	330.0
				5.0	237.0	11.5	330.0
System Capacity Summary:				Adequate		Adequate	

Groundline Load Summary - Reporting Angle Mode: Load - Reporting Angle: 244.0°

	Shear Load* (lbs)	Applied Load (%)	Bending Moment (ft-lb)	Applied Moment (%)	Pole Capacity (%)	Bending Stress (+/- psi)	Vertical Load (lbs)	Vertical Stress (psi)	Total Stress (psi)	Pole Capacity (%)
Powers	63	20.6	1,855	28.5	1.6	107	27	0	107	1.6
GuyBraces	-7	-2.4	-218	-3.4	-0.2	-13	427	3	-9	-0.1
GenericEquipments	17	5.7	705	10.9	0.6	41	86	1	41	0.6
Pole	233	76.1	4,158	64.0	3.5	239	2,654	20	260	3.8
Insulators	0	0.0	2	0.0	0.0	0	10	0	0	0.0
Pole Load	306	100.0	6,502	100.0	5.5	374	3,204	25	399	5.9
Pole Reserve Capacity			111,639		94.5	6,426			6,401	94.1

Load Summary by Owner - Reporting Angle Mode: Load - Reporting Angle: 244.0°

	Shear Load* (lbs)	Applied Load (%)	Bending Moment (ft-lb)	Applied Moment (%)	Pole Capacity (%)	Bending Stress (+/- psi)	Vertical Load (lbs)	Vertical Stress (psi)	Total Stress (psi)	Pole Capacity (%)
<Undefined>	73	23.9	2,344	36.1	2.0	135	550	4	139	2.0
Pole	233	76.1	4,158	64.0	3.5	239	2,654	20	260	3.8
Totals:	306	100.0	6,502	100.0	5.5	374	3,204	25	399	5.9

Detailed Load Components:

Power	Owner	Height (ft)	Horiz. Offset (in)	Cable Diameter (in)	Sag at Max Temp (ft)	Cable Weight (lbs/ft)	Lead/Span Length (ft)	Span Angle (deg)	Wire Length (ft)	Tension (lbs)	Tension Moment* (ft-lb)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
Secondary	DUPLEX 4 AWG	29.25	7.08	0.6300	0.43	0.107	35.0	317.0	35.0	125	1,392	5	458	1,855
Totals:											1,392	5	458	1,855

GenericEquipment

GenericEquipment	Owner	Height (ft)	Horiz. Offset (in)	Offset Angle (deg)	Rotate Angle (deg)	Unit Weight (lbs)	Unit Height (in)	Unit Depth (in)	Unit Diameter (in)	Unit Length (in)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
Cylinder	NH360QS-DG-F0M	40.50	0.12	0.0	0.0	35.40	28.40	--	12.00	--	0	666	666
Cylinder	Universal Antenna Bracket	39.00	0.02	0.0	0.0	10.00	7.20	--	2.88	--	0	39	39
Totals:											0	705	705

Insulator	Owner	Height (ft)	Horiz. Offset (in)	Offset Angle (deg)	Rotate Angle (deg)	Unit Weight (lbs)	Unit Diameter (in)	Unit Length (in)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
Bolt	Single Bolt	29.25	0.00	317.0	317.0	5.00	3.00	0.00	2	0	2
Totals: 2 0 2											

Guy Wire and Brace	Owner	Attach Height (ft)	End Height (ft)	Lead/Span Length (ft)	Wire Diameter (in)	Percent Solid (%)	Lead Angle (deg)	Incline Angle (deg)	Wire Weight (lbs/ft)	Rest Length (ft)	Stretch Length (in)
EHS 1/4	Down	29.25	0.00	13.00	0.25	75.00	145.0	65.8	0.121	31.86	0.14

Guy Wire and Brace (Loads and Reactions)	Elastic Modulus (psi)	Rated Tensile Strength (lbs)	Guy Strength Factor	Allowable Tension (lbs)	Initial Tension (lbs)	Required Tension ² (lbs)	Required Tension ² Applied (lbs)	Anchor/Rod Strength Factor	Strength of Assembly (lbs)	Applied Tension ³ (lbs)	Vertical Load (lbs)	Shear Load In Guy Dir (lbs)	Shear Load At Report Angle (lbs)	Moment at GL ³ (ft-lb)
EHS 1/4	2.30e+7	6,650	0.90	5,985	700	686	624	1.00	31,000	301	275	124	-19	-218
Totals: 275 124 -19 -218														

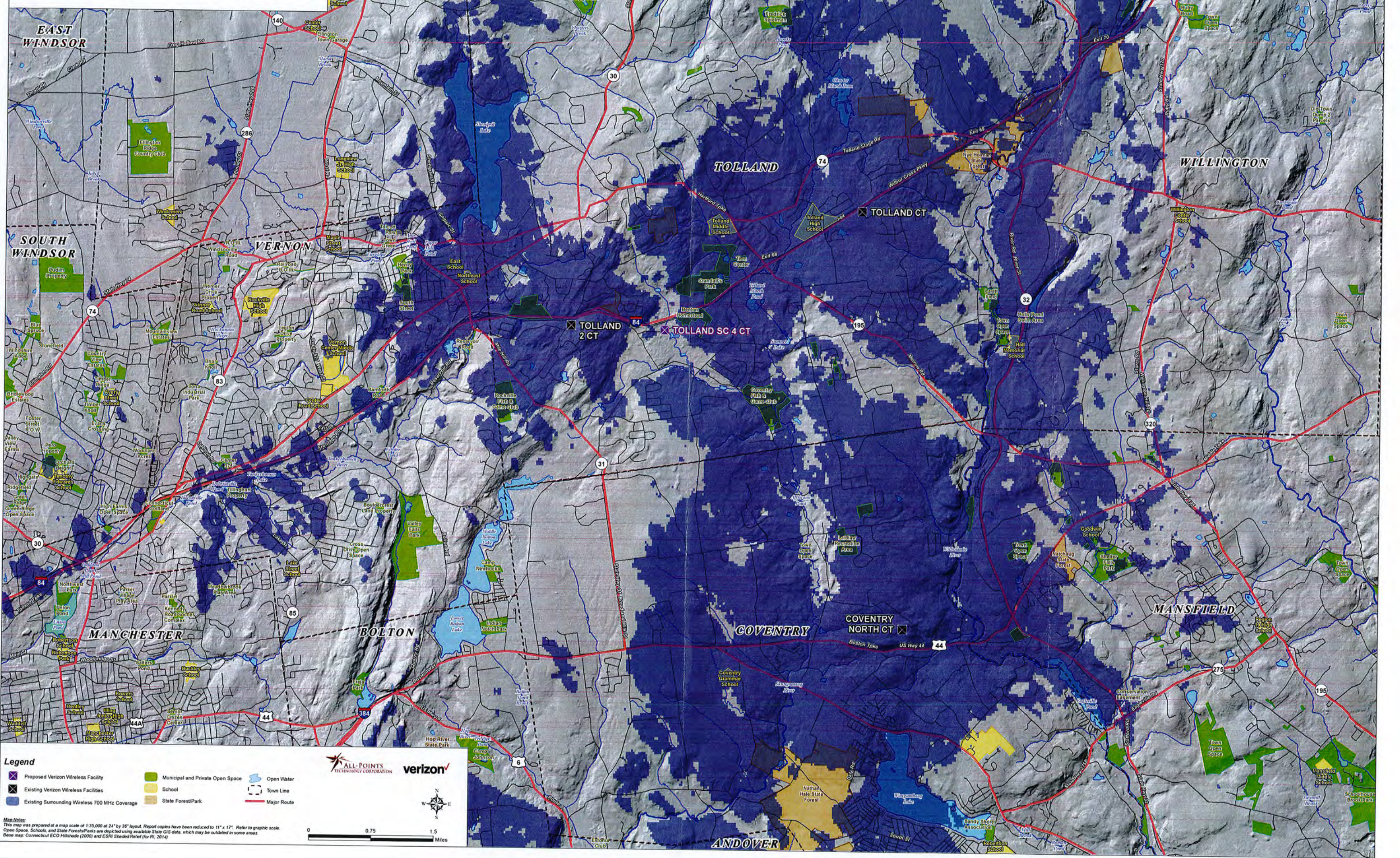
Anchor/Rod Load Summary	Owner	Rod Length AGL (in)	Lead Length (ft)	Lead Angle (deg)	Strength of Assembly (lbs)	Allowable Load (lbs)	Max Load ² (lbs)	Load at Pole MCU ³ (lbs)	Max Required Capacity ² (%)
Single - 14" - Soil Class 4		0.00	13.00	145.0	31,000	31,000	624	301	2.0

Pole Buckling	Buckling Constant	Buckling Column Height* (ft)	Buckling Section Height (% Col. Hgt.)	Buckling Section Diameter (in)	Minimum Buckling Diameter at GL (in)	Diameter at Tip (in)	Diameter at GL (in)	Modulus of Elasticity (psi)	Pole Density (pcf)	Ice Density (pcf)	Pole Tip Height (ft)	Buckling Load Capacity at Height (lbs)	Buckling Load Applied at Height (lbs)	Buckling Load Factor of Safety
	0.71	19.73	32.91	12.03	7.85	7.96	12.86	1.60e+6	60.00	57.00	38.70	492,662	3,204	153.78

ATTACHMENT 8

**Existing Verizon Wireless 700 MHz Coverage
Tolland, Connecticut and Surrounding Area
(*Map Scale is 1:35,000)**

Coverage is depicted at a signal threshold of 120 dB Operational Path Loss



Legend

- ✖ Proposed Verizon Wireless Facility
- ✖ Existing Verizon Wireless Facilities
- Existing Surrounding Wireless 700 MHz Coverage
- Municipal and Private Open Space
- School
- State Forest/Park
- Open Water
- Town Line
- Major Route

Map Notes:
This map was prepared at a map scale of 1:35,000 at 24" by 36" layout. Report copies have been reduced to 11" x 17". Refer to graphic scale.
Base map: Connecticut ECD Hillshade (2000) and ESRI Stated Relief (for RI, 2014)

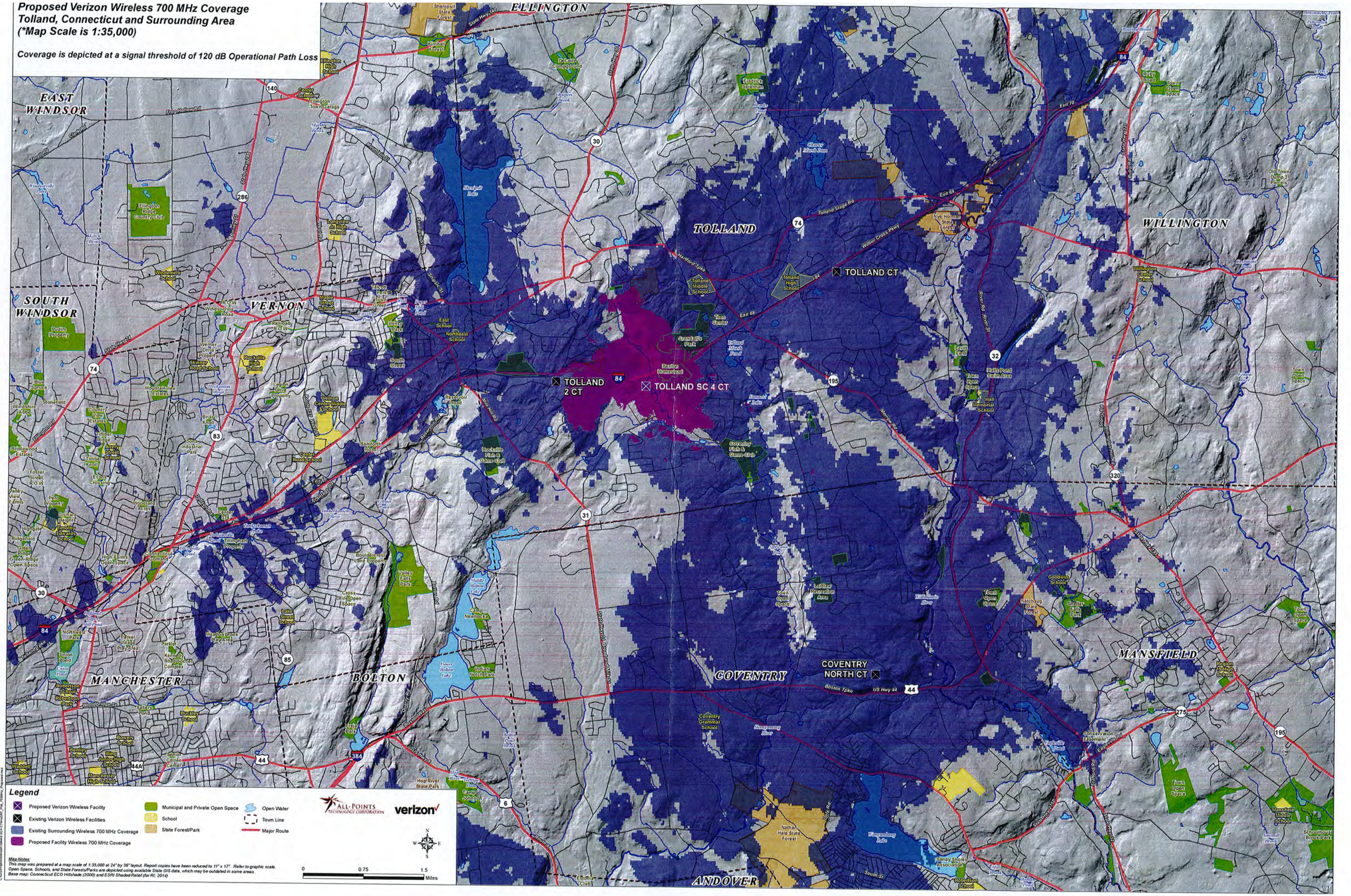
Scale: 0 0.75 1.5 Miles

Logos: ALL-POINTS TECHNOLOGY CORPORATION, verizon

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**Proposed Verizon Wireless 700 MHz Coverage
Tolland, Connecticut and Surrounding Area
(*Map Scale is 1:35,000)**

Coverage is depicted at a signal threshold of 120 dB Operational Path Loss



Legend

- Proposed Verizon Wireless Facility
- Existing Verizon Wireless Facilities
- Existing Surrounding Wireless 700 MHz Coverage
- Proposed Facility Wireless 700 MHz Coverage
- Municipal and Private Open Space
- School
- State Forest/Park
- Open Water
- Town Line
- Major Route

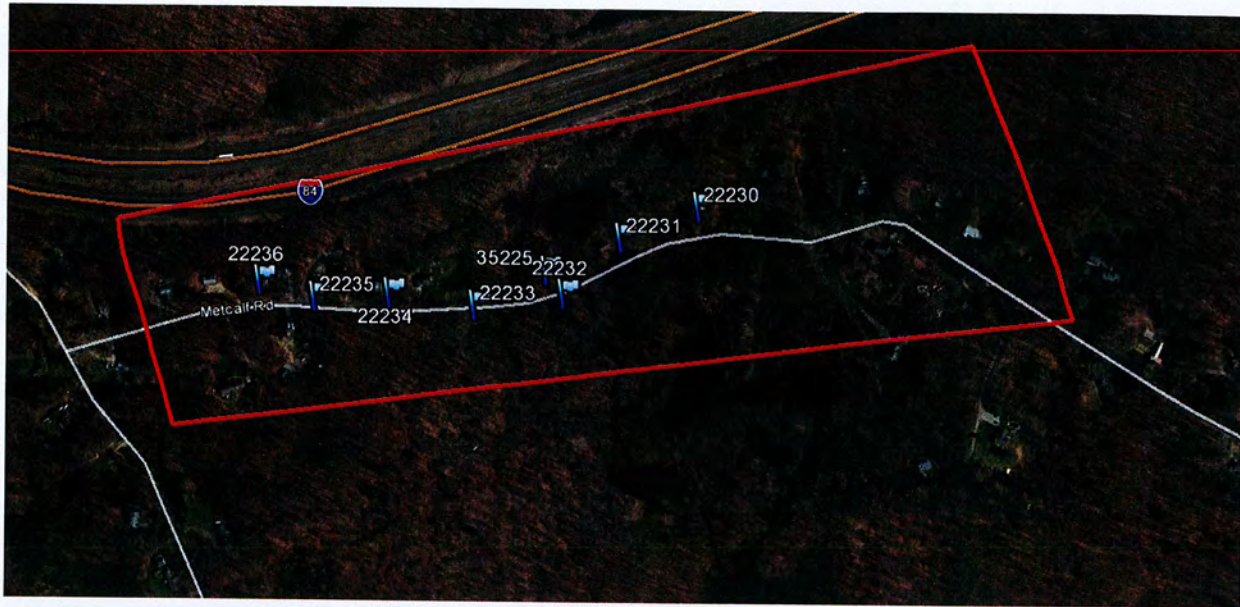
Map Notes
This map was prepared at a map scale of 1:35,000 at 24" by 36" layout. Report copies have been reduced to 11" x 17". Refer to graphic scale.
Open Space, Schools, and State Forests/Parks are depicted using available State GIS data, which may be outdated in some areas.
Base map: Connecticut ECD Hillshade (2009) and ESRI Shaded Relief (for RI, 2014)

Scale: 0 0.75 1.5 Miles

Logos: ALL-POINTS TECHNOLOGY CORPORATION, verizon

ATTACHMENT 9

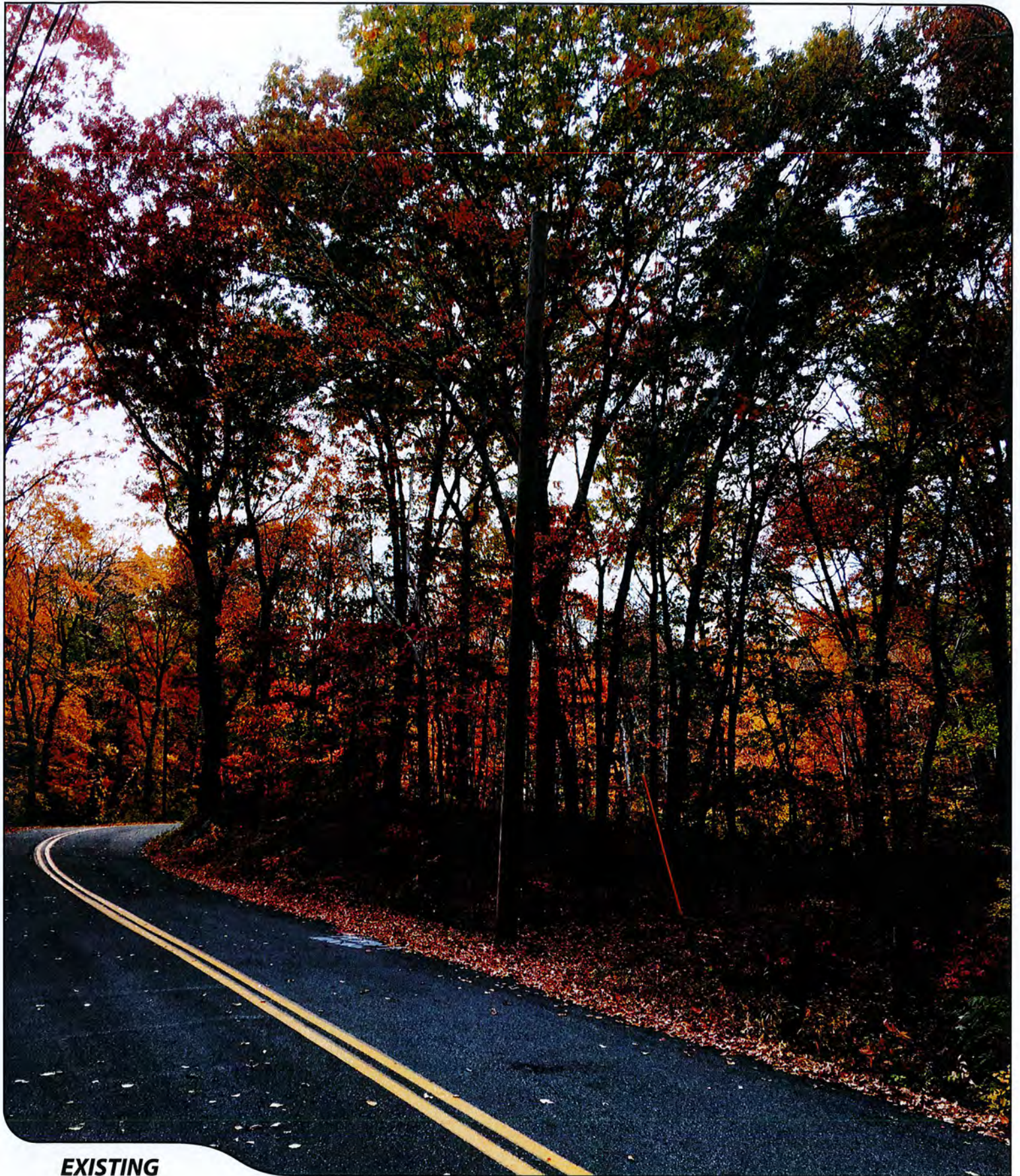
Final Search Ring



Pole Map

Pole Number	Accept	Reason
22230	N	Transformer
22231	N	Transformer
22232	N	CL too low 15 feet
22233	N	CL too low 15 feet
22234	N	Transformer
22235	N	Transformer
22236	N	Transformer
22246	N	Too far away test confirmed
35225	Y	Pole Plant

ATTACHMENT 10



EXISTING

PHOTO

1

LOCATION

METCALF ROAD

ORIENTATION

WEST

ATTACHMENT 11



Google

Imagery ©2016

- Legend**
- Site Utility Pole #35225
 - Utility Pole
 - Overhead Utility Line
 - Assessor Parcel Boundary
 - 140' Radius
 - Parcels Within 140' Radius

Site Schematic

Proposed Wireless Telecommunications Facility
 Tolland SC4 CT
 Metcalf Road
 Tolland, Connecticut

Map Notes:
 Base Map Source: 2016 Google Imagery
 Map Scale: 1 inch = 200 feet
 Map Date: December 2016



ATTACHMENT 12



PROPOSED

PHOTO

1

LOCATION

METCALF ROAD

ORIENTATION

WEST





OrderTrackingID: 153.121216

OrderTrackingID	153.121216	Ref#	08989.3490
Ordered By	Dave Colegrove	Ref#2	
Phone	860-275-8361	Ref#3	
RoundTrip	Y	Ref#4	
Spec Instr		Pieces	1
Order Date	12/12/2016 [14:26]	Weight	10.00
Pickup Date	12/12/2016 [14:25 - 14:40]	Service	RUSH
Delivery Date	12/12/2016 [14:40 - 15:55]	Vehicle	CAR

Pickup	Delivery
Robinson & Cole. LLP 280 Trumbull St Hartford, CT 06103-3509 Contact: _____ Phone: 860-275-8361 Spec Instr: This is a rush...	Connecticut Siting Council 10 Franklin Sq New Britain, CT 06051-2655 Contact: <u>Melanie A. Bachman</u> Phone: 860-989-7713 Spec Instr: Please have the enclosed documents date/ stamped and returned.

Delivery Signature X.

Time 1500 Driver# 1191 Pickup Time 1436

Roundtrip Signature X.

Time Name

ProCourier, Inc.
800-262-3302