



GREEN MOUNTAIN POWER
RULES AND REGULATIONS FOR POLE ATTACHMENT SERVICE

For Customers within Central Vermont Public Service Corporation's ("CVPS") service territory as defined prior to the merger between Green Mountain Power Corporation and CVPS.

ARTICLE I

DEFINITIONS

As Used in This Tariff

Anchor Rod

A metal rod connected to an anchor to which a guy strand is attached. Also known as a "guy rod."

Attaching Entity

An entity holding a certificate of public good from the Vermont Public Utility Commission, or a Broadband Service Provider, that seeks to attach a facility (or has attached a facility) of any type to a pole or right-of-way for the purpose of providing service to one or more customers, including but not limited to telecommunications providers, cable television service providers, incumbent local exchange carriers, competitive local exchange carriers, electric utilities, and governmental entities.

Attachment

Any of the Customer's facilities in direct contact with or supported by a utility pole, and/or any article of equipment attached to a point on a pole not normally occupied by a strand attachment (e.g., power supplies, equipment, cabinets, terminals, etc.). For billing purposes, attachments are: a strand, regardless of the number of conductors lashed to it; pole-mounted power supplies; and antennae with associated equipment. If new or existing overlashed



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facilities are owned by more than one Customer, then each Customer shall pay the Company rental, at the rate designated by this Tariff.

Attachment Fee

A specified amount revised periodically, billed monthly, semi-annually or annually to the Customer.

Authorization

An approved application (a.k.a. license) by the Company to attach to a particular pole or poles, anchors and/or rights-of-way.

Broadband Service Provider

An entity authorized to do business in the state of Vermont that seeks to attach facilities that ultimately will be used to offer Internet access to the public. Wireless Broadband Service providers must hold an FCC license or use equipment that complies with applicable FCC requirements (See 47 C.F.R. Part 15). A Broadband Service Provider who does not hold a certificate of public good from the Commission must, before availing itself of the provisions of Commission Rule 3.700 and this Tariff, file with the Commission and any affected Pole-Owing Utility, an affidavit that sets forth the Provider's name, form of legal entity, contact information, agent for service of process, proposed general area of service, proof of insurance in the amounts specified in Article XIV of this Tariff, and a representation that the Provider will abide by the terms and conditions of Rule 3.700 and the Company's rules and regulations for pole attachment service (including the Company's Protocol filed pursuant to section 3.708(K) of the Commission's Rule), and Orders issued by the Commission.



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Company

Green Mountain Power Corporation and/or its wholly owned subsidiaries.

Customer

An Attaching Entity, not a party to a joint use agreement, joint ownership agreement or other such special contract with the Company, that holds a certificate of public good from the Vermont Public Utility Commission or is a Broadband Service Provider, and is subject to the provisions of this Tariff.

Customer's Maintenance Work

Work performed by Customer on its facilities and attachments for repair, replacement, and daily servicing of its plant, not associated with any significant overlash or rebuild project.

Distribution Poles

Utility poles that support conductors that operate at voltages up to 34.5/19.9 kV, and not considered by the Company to be a transmission pole.

Guy Strand

A metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.

Joint Owner

A person, corporation or other legal entity having an ownership interest in a pole, and/or anchor, or rights-of-way with the Company.



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Joint User

A party with whom the Company has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles and anchor owned by each party. A Joint User is not a Customer.

Make-Ready Work

All work, including but not limited to, rearrangement and/or transfer of existing facilities and attachments, replacement of a pole or any other changes required to accommodate the attachment of Customer's facilities to a pole or anchor.

Make-Ready Survey

Comprised of field inspection of the existing pole and anchor facilities to determine any necessary Make-Ready Work, and the administrative effort required to process the application and prepare the charges for Make-Ready Work, if applicable.

Material Alteration

A material alteration occurs when, after initial attachment, the Customer adds equipment which either requires additional clearance or adds sufficient additional stress to the pole to require Make-Ready Work, but does not include a rebuild of the Customer's system with substantially similar equipment.

Other Customer

Any entity, other than the Customer herein or a joint user, to whom the Company has or hereafter shall extend the privilege of attaching communications facilities to the Company's poles and anchors.



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Overlash

An additional cable owned by a Customer that is attached to an existing suspension strand and cable(s).

Periodic Inspections

The Company's inspection of Customer's Attachment(s) performed to determine that Attachments are authorized and are maintained in conformance with the required specifications of this Tariff.

Pole Attachment

An Attachment or addition by an Attaching Entity to a pole or right-of-way.

Pole-Ownning Utility

A company, as defined in 30 V.S.A. § 201, that is subject to regulation by the Vermont Public Utility Commission, and that has an ownership interest in utility poles or rights-of-way.

Post-Construction Inspection

Inspection performed to measure and/or to visually observe Customer's Attachment(s), during or shortly after completion of construction to ensure the attachment and the installation of the Customer's Facilities conform to the standards required by this Tariff.

Rearrangement

As used herein, shall mean that labor and materials caused to be used by the Company for the rearrangement of facilities on existing poles or the transfer of facilities to new poles.



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Rebuild

Work other than Customer's routine maintenance work performed by Customer to replace, add to or alter its existing attachments or facilities attached to the Company's poles, which may require additional clearance or add sufficient additional stress so as to require make-ready work.

Rule

As used herein, shall mean Vermont Public Utility Commission Rule 3.700, as amended from time to time.

Service

Company approved Customer Attachments on Company owned or jointly used poles and/or anchors.

Subscriber

An entity that receives the Customer's service.

Suspension Strand/Messenger

A metal cable of high tensile strength attached to pole and used to support facilities. Also known as "cable messenger."



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ARTICLE II

GENERAL INFORMATION

- (A) This Tariff applies to Distribution Poles, anchors and/or rights-of-way throughout the Company's service area by an Attaching Entity that is not currently subject to a joint use or joint ownership agreement.
- (B) Subject to the provisions of this Tariff, the Company agrees to issue to the Customer for any lawful purpose, revocable, non-exclusive authorization for the attachment of the Customer's Attachment(s) to the Company's poles, anchors and/or rights-of-way. Such authorization shall be provided by the Company in writing and shall include a list of poles included in the license with any special instructions concerning the attachments. Customers wishing to receive authorization for attachments shall contact the Company at the address designated in Article XX and request the current application forms to begin the authorization process. This Tariff governs the fees, charges, terms and conditions under which the Company issues such authorization to the Customer. The Customer must obtain separate authorization from, and pay all applicable fees and charges to the Company and any joint owners of any utility pole, anchor and/or rights-of-way. This Tariff is not in and of itself authorization, and before making any attachment to any Distribution Pole, anchor and/or rights-of-way, the Customer must apply for and obtain an authorization.
- (C) No use, however extended, of the Company's Poles, anchors and/or rights-of-way or payment of any fees or charges required under this Tariff shall create or vest in the Customer any ownership or property rights in such poles, anchors and/or rights-of-way. Neither this Tariff nor any agreement approved or authorization granted hereunder shall constitute an assignment of any of the



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Company's rights to use the public or private property at the location of its poles, anchors and/or rights-of-way.

- (D) Nothing contained in this Tariff shall be construed to compel the Company to construct, retain, extend, place or maintain any pole, guy strand, anchor rod or other facilities not needed for the Company's own service requirements. The Company may, at its sole expense, relocate, remove, modify or reconfigure its poles or other facilities as deemed prudent in its sole judgment.
- (E) Subject to the Public Utility Commission's Rules and continuing jurisdiction and authority, nothing contained in this Tariff shall be construed as a limitation, restriction, or prohibition against the Company with respect to any agreement(s) and arrangement(s) which the Company has heretofore entered into, or may in the future enter into, with others regarding its' poles, anchors and rights-of-way.
- (F) The Company will provide all Customers non-discriminatory access to any Distribution Poles, anchor, or right-of-way in which it has an ownership interest. The Company may deny access for reasons of safety, reliability or generally applicable and accepted engineering standards. The Company may deny access on a non-discriminatory basis where there is insufficient capacity. Insufficient capacity shall not be legitimate grounds for denial of access where Make-Ready Work can be used to increase or create capacity.



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ARTICLE III

FEES AND CHARGES

- (A) The Customer shall pay an Attachment Fee for each Attachment made to the Company's Distribution Poles. For the purpose of computing the attachment fees due hereunder, the fee shall be based upon the number of Attachments for which authorizations have been issued. The Customer agrees to pay to the Company the fees and charges as specified herein and in accordance with the terms and conditions of this Tariff. Shared facilities arrangements do not include overlashing of Customer's Attachments by a third party. Such overlashing attachments shall be treated as separate Attachments by the overlashing entity and are subject to the terms and conditions of this Tariff.
- (B) Charges for Post-Construction Inspection, Periodic Inspection and Subsequent Inspections shall be billed to the Customer only for those poles where non-compliance has been found and written documentation of the specific non-compliance has been provided to the Customer.
- (C) Nonpayment of any amount due under this Tariff shall constitute default and is subject to the termination provisions in Article XVIII.
- (D) The Company may make changes in the amount of the fees and charges specified upon proper filing with and approval by the Public Utility Commission. Subject to prior PUC approval, any changes in the amount of attachment fees and charges specified in this tariff shall become effective on the date specified by the Company, subject to sixty (60) day advance written notice to the Customer.



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- (E) For any bill rendered by the Company to the Customer hereunder, except where advance payment is required, payment is due within thirty (30) days from the date of the bill. Any amounts previously billed but remaining unpaid thirty (30) days from any billing date shall be subject to a late payment charge of one percent (1%) per month thereof, such amounts to include any prior unpaid late payment charges.
- (F) For any bill rendered by the Company to the Customer for advance payment of Make-Ready Survey charges or Make-Ready Work charges, hereunder, payment shall be made within thirty (30) days of the bill date. If such advance payment is not received within forty-five (45) days, the Company will place the application in an inactive file for a ninety (90) day period. If within the 90 day period, the Customer submits the required advance payment, the Company shall consider the application active and proceed to process. However, if during the course of this ninety (90) day period, any application the Company receives shall take precedence over the applications in the inactive file. If the advance payment is not received within ninety (90) days of the application being placed in the inactive file, the Company may cancel Customer=s application. Thereafter, if the Customer wishes to proceed, the Customer shall submit a new application, as if it had never submitted the initial application.
- (G) If the Company receives an advance payment in an amount different from the amount required for Make-Ready Survey charges or Make-Ready charges, the Company shall immediately return the payment to the Customer. The Company shall place the application in an inactive file for ninety (90) days as described in the preceding Paragraph F above.



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- (H) All Make-Ready costs billed to the Customer under this Tariff will be adjusted to include an assessment calculated so as to make the Company whole on account of any federal and state income tax liability incurred by the Company arising from the reimbursement of said Make-Ready costs. The Company will include in its statements for required make ready work detail to describe the nature of said work and the amount, if any that is being capitalized and is subject to such assessment. In the event of any dispute regarding the Company's federal and state income tax liability arising from Customer's payment of Make-Ready, either party may seek a resolution of such dispute by the Commission. Such disputes shall be brought to the Commission for resolution within one hundred and twenty (120) days from the date of said make-ready statement is finalized as provided for under Article IV(A) below.

ARTICLE IV

ADVANCE PAYMENT

- (A) Except as provided under the tariff terms for rebuild and overlash by the Customer, the Customer shall make an advance payment of the applicable charge to the Company prior to any performance by the Company of any pre-construction survey or make-ready work. Where the work to be performed by the Company is covered by a unit cost as described in this tariff, the Company shall use the unit cost for the charge. Where the work to be performed by the Company is not covered by a unit cost, in whole or in part, the charge will be based on an estimate of charges. For any charges based on an estimate, the Customer shall be credited for any amount paid in excess of the Company's estimated charges, or shall be billed for any amount in addition to the Company's estimated charges, as compared to the actual charges as finally



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computed. Any such bill for underpayment will be presented to Customer no more than 90 days after the work performed is complete. The work will be considered to be complete when there have been 90 consecutive days without any Company activity being charged to the work and the Company shall provide notice to the Customer when such work is considered to be complete as a part of any final bill or statement.

- (B) The costs of Make-Ready Surveys shall be payable even if the Attaching Entity decides not to go forward with construction of its attachments. If the application is cancelled prior to the Make-Ready Survey being performed, the Make-Ready Survey advance payment shall be refunded to the Customer less a minimum fee of \$175.00.
- (C) After completion of the Make-Ready Survey and the Company's provision of the results to the Customer, and if the Customer elects to go forward with its proposed attachments, the Customer shall authorize the Company to perform Make-Ready Work and shall make all required advance payments for such Make-Ready Work.
 - 1. Unless otherwise agreed, Make-Ready work, permits, inspection, and rearrangement costs shall be based on a reasonable estimate of costs and shall be paid in advance.
- (D) After completion of Make-Ready Work, the Customer shall pay the cost of all Make-Ready Work actually required for the attachment that has not been pre-paid. Any Make-Ready Work pre-paid, but not actually performed, will be refunded.



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ARTICLE V

SPECIFICATIONS

- (A) The Customer's attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of CVPS Transmission & Distribution Standards Manual, the National Electrical Code (NEC), the National Electrical Safety Code (NESC), and the rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority of competent jurisdiction. Where a difference in specifications may exist, the more stringent shall apply.
- (B) If any part of the Customer's Attachments is not so placed and maintained in accordance with paragraph (A) above, the Company shall provide written notice to the Customer of the non-compliant attachment(s). The notice shall include the location of, including pole number, of the non-compliant attachment and the reason the attachment(s) are not compliant. The Customer then has (60) days to bring said attachment into compliance. The Customer shall provide written certification to the Company that the attachment(s) have been brought into compliance as requested. If after sixty (60) days from the Company's original written notice to the Customer, the Customer has failed to bring said attachment(s) into compliance, the Company may, and in addition to any other remedies the Company may have hereunder, remove the Customer's nonconforming attachments from any or all of the Company's poles, anchors and/or rights of way, or perform such other work and take such other action with said Attachments that the Company deems necessary or advisable to provide for the safety of the Company's employees or performance of the Company's service obligations at the cost and expense to the Customer and



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without any liability on the part of the Company for damage or injury to such facilities or interruption of the Customer's services but for damage or injury resulting from the gross negligence or willful misconduct of the Company; provided, however, that when the Company deems it an immediate threat to safety and/or if an emergency exists, it may rearrange, transfer, or remove the Customer's non-compliant attachment(s) at the Customer's expense. When the Company deems it an immediate threat to safety and/or an emergency (e.g., a sudden unexpected adverse unforeseen occurrence or condition) exists, it may rearrange, transfer or remove the Customer's attachments to the Company's poles at the Customer's expense. The Company shall provide notice to the Customer that is reasonable under the circumstances and as prompt as possible.

- (C) All construction shall be performed in a workmanlike manner and, where applicable, shall conform to the applicable portions of the latest edition of the Green Mountain Power Corporation Transmission & Distribution Standards Manual, a copy of which shall be made available to the Customer upon request.
- (D) To the extent that a Customer seeks to place or maintain Wireless Service Provider's Facilities, such Facilities shall be governed by the Protocol in Connection with Pole Attachments by Broadband Service Providers or Wireless Telephone Operators section of this tariff. Where there is a difference in specifications between Article V and the Protocol, the terms and conditions of the Protocol shall apply to Wireless Service Provider's Facilities.



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ARTICLE VI

LEGAL REQUIREMENTS

- (A) Where applicable, the Customer shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its Attachments on public and private property at the location of the Company's poles. The Company shall make available whatever property interests it has obtained with respect to the placement of facilities on the Company's poles, anchors and/or rights of way, but shall not be required to request additional property interests solely for the benefit of the Customer. The Company shall not seek easements, exclusively for the benefit of the Company nor shall the Company deny access to its facilities based solely on uncertainty as to whether its property interests authorize the placement of Customer's facilities. The Customer shall be responsible for obtaining permission from any other joint owner(s) of the pole, anchor or rights of way, before making any attachment thereto. The permission shall be in the form of an authorization or other writing.
- (B) The parties hereto shall at all times observe and comply with all the provisions of the Tariff, which are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the Company and the Customer under this Tariff, so long as such laws, ordinances or regulations remain in effect.
- (C) No rights, granted under this Tariff shall extend to any of the Company's poles, anchors and/or rights-of-way where it has been determined by a court of law or by the Vermont Public Utility Commission that the placement of Customer Attachments would result in a forfeiture of the rights of the Company or joint owners to occupy the property on which such poles, anchors and/or rights-of-



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way are located. If placement of Customer's Attachments results in a forfeiture of the rights of the Company or joint owners, or both, to occupy such property, the Customer agrees to remove its Attachments within sixty (60) days of receipt of notice from the Company; and the Customer agrees to pay the Company or joint owners, or both, all losses, damages, and costs incurred as a result thereof. Nothing herein modifies the right of any party to seek recourse through legal or regulatory process.

- (D) The Company shall provide the Customer with specific reasons for denial of authorization if placement of Customer's attachments would result in a forfeiture of the rights described in Article V(C) above.

ARTICLE VII

ISSUANCE OF AUTHORIZATIONS

- (A) Before the Customer shall make an Attachment to a Company Distribution Pole or a Material Alteration thereof, the Customer shall make application for and have received a Company authorization for the purpose of attachment therefore.
- (B) The Customer agrees to designate a desired priority of completion of the Make-Ready Survey and Make-Ready Work for each application relative to all other of its applications on file with the Company at the same time.
- (C) The Company will process all requests for access to poles on a non-discriminatory basis in the order such requests are received.



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ARTICLE VIII

POLE MAKE-READY SURVEYS AND WORK

- (A) The allowed time periods and deadlines contained in this Tariff apply unless otherwise agreed by the various parties, and except for extraordinary circumstances and reasons beyond the Company's control.
- (B) Time periods for the completion of Make-Ready Surveys or Make-Ready Work shall depend on the number of poles or attachments, as a percentage of the number of poles owned by the affected pole owner(s). For purpose of these calculations, jointly-owned poles shall be deemed to be owned by each of the pole owners.
- (C) The time periods for the completion of Make-Ready Surveys and Make-Ready Work do not apply to the extent the parties agree otherwise, and to the extent that extraordinary circumstances and reasons beyond the Company's control causes or contributes to the inability of the Company to complete work within such time periods.
- (D) If an application involves poles, anchors and/or rights-of-way subject to a Joint Use or Joint Ownership Agreement, then the longest applicable time limit applies.
- (E) During the Make-Ready process, the Company is presumed to have control of the pole and is responsible for meeting all time limits in this section.
- (F) Pre-existing Customers are responsible for completing their work within a time that allows the Company to comply with the requirements of this section. If the work on a pole is not completed within the allowed time because of delays



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caused by another entity attached to the pole, and the Company is liable for any penalties or damages because of the delay, the entity causing the delay shall indemnify the Company for penalty or damages paid.

- (G) A Make-Ready Survey will be required for each pole and anchor for which Attachment or Material Alteration thereof is requested to determine the adequacy of the pole and anchor to accommodate the Customer's Attachments. The Company, Joint Owner and/or Joint Users and the Customer shall have the option to be represented at the Make-Ready Survey.
- (H) The Company will complete Make-Ready Work within the following time frames, except for reasons beyond the Company's control. These time frames shall begin to run after receipt by the Company of payment for Make-Ready Work from the Customer, and all applicable state, municipal and private property permits have been obtained.
- (I) Any required Make-Ready Survey is to be completed within the time period set out herein, starting from the date the completed application is received, unless otherwise agreed by the parties. Time periods for the completion of Make-Ready Surveys or Make-Ready work shall depend on the number of poles, anchors, rights-of-way or attachments, as a percentage of the number of poles or attachments involved on all of the same Customers outstanding applications that have not been surveyed, as a percentage of the total number of poles owned by the affected pole owner(s). For purposes of these calculations, jointly owned poles shall be deemed to be owned by each of the pole owners. If an application involves poles owned by multiple owners, then the longest applicable time limit applies.



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- (J) Subject to the above, a Make-Ready Survey period shall depend on the number of poles, anchors, rights-of-way or attachments involved on all of the same Customer's outstanding applications, as a percentage of the total number of poles owned by the affected pole owner(s).
- 1) Make-Ready Survey work on fewer than 0.5% of the Company's poles or attachments shall be completed within 60 days.
 - 2) Make-Ready Survey work on 0.5 % or more but less than or equal to 3% of the Company's poles or attachments shall be completed within 90 days.
 - 3) Make-Ready Survey work on 3% or more of the Company's poles or attachments shall be completed within a time to be negotiated between all the affected owners and attachers. This time shall be negotiated in good faith and shall be reasonable in light of subsections (1) and (2) above.
- (K) The Company reserves the right to refuse to grant an authorization for attachment to a pole for reasons of safety, reliability or generally applicable and accepted engineering standards. The Company may deny access on a non-discriminatory basis where there is insufficient capacity. Insufficient capacity shall not be legitimate grounds for denial of access where Make-Ready Work can be used to increase or create capacity. No Customer shall be denied attachment solely because the only space available for attachment on a pole is below the lowest attached facility.
- (L) Upon receipt of written notification in the form of a complete application and the correct survey fee payment, the Company shall perform or have performed a



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Make-Ready Survey and present the survey results. The survey results will contain one of the following statements.

- 1) If no Make-Ready Work is required, an authorization shall be issued for the attachment within the time period set out in subsection I(1) or (2) above.
- 2) In the case of an Attachment or Material Alteration thereof, if the Company determines that a pole to which a Customer desires to make attachment is inadequate or otherwise needs rearrangement of the existing Attachment thereon to accommodate said Customer's Attachment in accordance with the applicable specifications, the Company will indicate, in writing, to the Customer the estimated cost of the required Make-Ready Work. Customer shall only be required to pay for the full cost of said Make-Ready Work when such pole would or could be in compliance with the applicable specifications in the absence of the Customer's Attachment. In completing Make-Ready Work, the Company shall pursue least-cost alternatives, including space saving techniques currently relied upon by the Company; however, it shall at all times maintain compliance with the National Electrical Safety Code, the CVPS Transmission & Distribution Standards Manual, National Electrical Code, and state and local laws and regulations.
- 3) If the Company determines that a pole may not be reasonably rearranged or replaced to accommodate Customer=s facilities for reasons of capacity, safety, reliability or engineering, the Company may refuse to grant an authorization for attachment. The Company shall provide the specific reason(s) for denial.



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- 4) The Company shall maintain a list of contractors it allows to perform Make-Ready Surveys, Make-Ready Work, installation or maintenance, or other specified tasks upon their equipment under the supervision and control of the Company. In the event the Company cannot perform such work in a timely manner, the Customer will respond in accordance with the provisions of Public Utility Commission Rule 3.708(G).
- (M) The time to complete Make-Ready Work shall depend on the number of poles or attachments involved, as a percentage of the total number of poles owned. The Company will complete Make-Ready Work within the following time frames, except for reasons beyond the Company's control these time frames shall begin to run after receipt by Company of payment for Make-Ready Work from the Customer, and all applicable state, municipal and private property permits have been obtained. Subject to the provisions of VIII.D, the Make-Ready completion period shall depend on the number of poles or attachments involved on all of the same Customer's outstanding applications.
- 1) Make-Ready Work on fewer than 0.5% of the Company's poles or attachments shall be completed within 120 days of authorization and payment.
 - 2) Make-Ready Work on 0.5% or more but less than 3% of the Company's poles or attachments shall be completed within 180 days of authorization and payment.
 - 3) Make-Ready Work on 3% or more of the Company's poles or attachments shall be completed within a time to be negotiated between all the affected owners and attachers. The time shall be negotiated in good faith and shall be reasonable in light of subsections (1) and (2) above.



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- 4) Time shall be measured from the latter to occur at:
 - a) receipt of the authorization and payment in accordance with Article IV hereof;
 - b) all applicable state and/or municipal permits have been obtained; and
 - c) all necessary easements have been obtained from applicable landowners.

- (N) In the case of a Rebuild or Overlash, the Customer shall perform a Self Pre-Survey of all routes where it proposes a Rebuild or proposes to Overlash cable to its existing authorized facility and provide written results to the Company. A Self Pre-Survey is the performance of a field review by a Customer to survey the routing of a proposed path where an Overlash or Rebuild is planned, to determine if any Make-Ready Work is required. The Customer shall adhere to all requirements of applicable specifications. This survey is performed without the presence of a representative of the Company, and the results of the Self Pre-Survey shall be provided to the Company with documentation of any Subsequent Make-Ready Work required before Customer begins construction of the project.

- (O) In the case of a Rebuild, Make-Ready Work may be required if it is determined that a pole to which the Customer desires to make attachment is inadequate or otherwise needs rearrangement of the existing Attachment(s) thereon or replacement to accommodate said Customer's rebuild in accordance with the specifications set forth in Article V(A). The Company will provide a written estimate of the cost of any Make-Ready Work so required. If the Company finds that there are code violations caused by a Rebuild, the Customer shall be liable



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for all Make-Ready Costs associated therewith.

- (P) In the case of an Overlash, any Overlash must be done in accordance with generally accepted engineering standards. The Customer shall give ten (10) days notice to the Company before beginning such Overlash.
- 1) No additional application or payment is required for a Customer to Overlash its Attachment(s) to its existing Attachment(s), unless it necessitates additional costs such as guying, additional pole strength, occupies additional attachment space on the pole or provides a different service than the Customer's existing Attachment(s).
 - 2) If the new facilities are owned by an entity other than the existing Customer, then that entity shall submit notice to the Company ten (10) days prior to beginning such overlash. The notice must contain the corporate identity and the type of utility service being provided by the overlash facilities, contact information for the owner party, the pole locations including town, line and pole number, and the number of poles together with a certification that the overlashing party agrees to be governed by Rule 3.700 and the terms of the Company's Pole Attachment Tariff. Upon receipt of the said notice and certification, the overlashing party is recognized as an Attaching Entity and bound by the terms and conditions of this Tariff. Both the existing Customer and the overlashing entity each shall pay rental at the attachment fee rate designated by this tariff.
- (Q) Any required Make-Ready Work will be performed following receipt by the Company of the Customer's payment to the Company for the estimated cost for all Make-Ready Work to be completed. The Customer shall also reimburse the



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owner(s) of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging such Attachment(s) to accommodate the Customer's requested pole attachments. The Customer shall pay the Company its portion of the estimated Make-Ready Survey costs and Make-Ready Costs in advance, with an adjustment to actual costs after the work is completed. Where multiple attaching entities join in a modification, each attaching entity's proportionate share of the total cost will be based on a ratio of the amount of new space occupied by that entity to the total amount of new space occupied by all attaching entities joining in the modification. Customer shall not be entitled to reimbursement of any amounts paid to the Company for pole replacements or for rearrangement of attachments on the Company's poles by reason of the subsequent use by the Company or other authorized user(s) of any additional space resulting from such replacement or rearrangement.

- (R) When the Company deems it an immediate threat to safety and/or an emergency to exist, it may rearrange, transfer or remove the Customer's attachments to the Company's poles at the Customer's expense. The Company shall provide notice to the Customer that is reasonable under the circumstances and as prompt as possible.
- (S) The Customer may attach its guy strand to the Company's existing anchor rod at no additional charge where the Company determines that adequate capacity is available. Where it has been determined by a court of law or by the Vermont Public Utility Commission that placement of the Customer's guy attachment to the Company's anchor would result in a forfeiture of the rights of the Company or Joint Owner(s) or both, the Customer agrees to remove its attachments within 60 days of receipt of notice from the Company and the Customer agrees to the Company or Joint Owner(s) or both, all losses, damages and costs incurred as a



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result thereof. Nothing herein modifies the right of any party to seek recourse through legal or regulatory process.

- (T) For purposes of this Article VIII, a pole that is subject to a Joint Use arrangement with the Company shall be treated the same as a pole that is subject to a Joint Ownership arrangement with the Company. Except in connection with make-ready charges that may be due to the Company on account of an attachment by a Customer to a pole subject to a Joint Use arrangement, nothing in the foregoing sentence shall impose any obligations upon the Customer in favor of a Joint User except to the extent that such Joint User is regarded as another Attaching Entity entitled to reimbursement for Make-Ready Survey and Make-Ready Work.

ARTICLE IX

CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS

- (A) The Customer shall, at its own expense, construct and maintain its attachments on the Company's poles, anchors and/or rights-of-way in a safe condition and in a manner acceptable to the Company, so as not to conflict with the use of the Company's poles, anchors and/or rights-of-way by the Company or by other authorized users of the Company's poles, anchors and/or rights-of-way nor electrically interfere with the Company's facilities attached thereon. The Customer shall, within thirty (30) days of written notification, at its own expense transfer its facilities to any pole structure replaced for any reason by the Company.
- (B) The Company shall specify the point of attachment on each of its poles and/or anchors to be occupied by the Customer's Attachments. Where multiple



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customers' attachments are involved, the Company will attempt to the extent practical, to designate the same relative position on each pole for each customer's attachments.

- (C) The Customer shall provide written notice to the Company of the actual dates of attachment within ten (10) days of the date of attachment so that the Company may schedule a Post-Construction Inspection.
- (D) The Customer shall notify the Company of any Rebuild.
- (E) The Customer shall work cooperatively with the Company when performing routine maintenance work on its facilities and/or attachments. Cooperative practices shall include a system of notification by phone, facsimile, answering system, or otherwise for scheduling purposes.
- (F) No tree-trimming costs shall be billed directly to any Customer unless such costs are incurred as the sole and direct result of an application to attach to the Company's poles. In such event, the Company shall provide documentation to the Customer demonstrating that the tree-trimming was necessitated solely and directly by the Customer's application for attachment. The Company shall inform the Customer of the required tree trimming in writing as part of the documentation of required Make-Ready Work.
- (G) Any such trimming that may be required on the Customer's subscriber's premises, to clear the Customer's cable drops, shall be performed by the Customer at its expense.
- (H) For each new facility attached by the Customer to the Company's poles and/or anchors, on or after the date of execution of this Tariff, the Customer shall place identification apparatus tags on any associated items of Customer's Facilities.



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Customer shall also place these identification tags when engaged in an Overlash or Rebuild project. Overlashed bundles require one tag per bundle, per Customer. The requirements for identification tags are set forth in the Bell System Manual of Construction Procedures (“Blue Book”).

- (I) The Customer, at its expense, will remove its Attachments from any of the Company's poles, anchors and/or rights-of-way upon termination of the authorization covering such attachments pursuant to Article XVII.
- (J) Should Customer, Joint Owner(s), Joint User(s), or Other Customer(s) need to attach additional facilities to any of the Company's poles, anchors and/or rights-of-way to which Customer is attached, Customer will either rearrange its Attachments on the pole or transfer them to a replacement pole as determined by the Company so that the additional facilities of the Company, Joint Owner(s), Joint User(s) or Other Customer(s) may be attached.
- (K) If Customer does not rearrange or transfer its Attachments within thirty (30) days after receipt of written notice from the Company requesting such rearrangement or transfer, the Company, Joint Owner(s) or Joint User(s) may perform or have performed such rearrangement or transfer, and, Customer agrees to pay the cost thereof.
- (L) Company shall tag any stray voltage neutral isolation and shall provide to Customer upon request a list of all poles on which stray voltage neutral isolation exists. The Customer shall install appropriate isolation protection on its Attachment(s) such that the Company's tagged stray voltage neutral isolation is not by-passed. In the event that Company installs isolated grounds after Customer attaches, Company shall notify Customer of the need to install appropriate isolation protection and Customer shall install appropriate isolation



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protection on its Attachment(s) within 30 days of such notification. In the event the Customer fails to install such appropriate isolation protection and the Company incurs costs as a result thereof, including, without limitation, costs to install or otherwise remedy the protection or incurred by the Company as a result of by-passed stray voltage neutral isolation, the Customer shall reimburse the Company for all such reasonable costs actually incurred.

ARTICLE X

INSPECTIONS OF CUSTOMER'S ATTACHMENTS

- (A) The Company reserves the right to make Post-Construction and Periodic inspections of any part or all of the Customer's Attachments to the Company's poles, anchors and/or rights-of-way.
- (B) Charges and billing for inspections as set forth in Article III shall apply, provided that the Company commences Post-Construction Inspection within ninety (90) days after written notification from the Customer that the work is complete. The Company shall provide a copy of the Post-Construction and Periodic Inspection results concerning the Customer's facilities within ten (10) days of the results being made available to the Company by the inspector.
- (C) Where Post-Construction Inspection by the Company has been completed and non-complying conditions have been identified, Customer shall correct any non-complying conditions within thirty (30) days of the date of the written notice from the Company. If after said 30-day period Customer has not corrected all such non-complying conditions, the Company may notify the Customer that if all such non-complying conditions are not corrected within an additional 30-day period, the Company may perform or have performed such corrections and the



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Customer shall pay to the Company the cost of performing such work.

- (D) The Company may undertake reimbursable Subsequent Inspections to determine if appropriate corrective action has been taken by the Customer. If the Subsequent Inspection finds continued non-complying conditions, the Company may perform or have performed corrective action at the sole expense of the Customer or the Company may terminate the authorization pursuant to Article XVIII.
- (E) The Company reserves the right to make Periodic Inspections of all or any part of the attachment or facilities of the Customer at the expense of the Customer, upon sixty (60) days written notice to the Customer. Periodic Inspections of the entire plant of the Customer will not be made more often than once every five (5) years unless, in the Company's judgment, such inspections are required for reasons involving safety or because of an alleged violation by the Customer of the terms of this Tariff.
- (F) The Company shall give the Customer advance written notice of and an opportunity to participate in such inspections, except in those instances where, in the sole judgment of the Company, safety considerations justify the need for such an inspection without the delay.
- (G) The making of Post Construction and Periodic Inspections or the failure to do so shall not operate to relieve the Customer of any responsibility, obligation or liability assumed under this Tariff.
- (H) Any charge imposed by the Company for such inspections shall be in addition to any other sums due and payable by the Customer pursuant hereto. No act or failure to act by the Company with regard to said charge or any unapproved



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attachment by the Customer shall be deemed as a ratification or the authorization of the unapproved attachment; and if any authorization should subsequently be issued, said authorization shall not operate retroactively or constitute a waiver by the Company of any of its rights or privileges under this Tariff or otherwise.

- (I) If the Customer is found to be performing unsafe practices or is installing its Attachment(s) in violation of CVPS Transmission & Distribution Standards Manual, the National Electrical Code (NEC), the National Electrical Safety Code (NESC), and the rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority of competent jurisdiction, the Customer shall cease construction until the violations have been corrected.

ARTICLE XI

UNAUTHORIZED ATTACHMENTS

- (A) If any of the Customer's Attachments shall be found attached to the Company's poles for which no authorization has been issued, the Company shall provide notice to the Customer of said unauthorized attachment. The notice shall include the date of the inspection, the pole owner, the town involved, the pole number and a statement that the Company has examined its records and found no evidence of a grant of authorization. The Customer shall have forty-five (45) days to (a) review the location and determine if one of its attachments is present; (b) review its own files to determine if an application was filed, an authorization was issued for said attachment(s) or any other evidence of authority to attach was given by the Company; (c) provide copies of pertinent documentation to and confer with the Company to determine when the attachment was installed and



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by whom; and (d) allow for authorization of the attachment at the end of such period, if necessary. If any dispute exists as to the number of unauthorized attachments after this forty-five (45) day period, then the parties agree to further discuss the matter themselves and at any time either party may bring the dispute to the Commission for resolution. If the Customer has not disputed the unauthorized attachment(s) and has not applied for the authorization within the forty-five (45) day period, then the customer must remove the attachment(s) within fifteen (15) days. If the Customer does not do so, then the Company may remove said attachment(s) within fifteen (15) days at the Customer's expense. The Company shall be exempt from all liability, including but not limited to, lost profits or consequential damages, relating to loss of or interruption of services. The Company shall remove said attachments in a manner so as to avoid damage to Customer's facilities. The Company shall only be liable for damage to Customer's facilities if it is found to have been negligent in removing the same.

- (B) For the purpose of determining the applicable charge due for an unauthorized attachment, absent evidence reasonably satisfactory to the Company to the contrary, the unauthorized pole attachment shall be deemed as having existed for four (4) years, or as of the date of the most recent pole attachment audit, whichever is less, but in no case earlier than January 1, 2006, and the fees and charges as specified herein shall be applicable thereto and due and payable immediately, with interest at the rate of 1% per month of such amounts to include any prior unpaid late payment charges, whether or not the Customer is permitted to continue the pole attachment.



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ARTICLE XII

LIABILITY AND DAMAGES

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



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- (D) Except to the extent as may be caused by the negligence of the party seeking indemnification, the Company and the Customer shall each defend, indemnify and save harmless the other against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against the party seeking indemnification by reason of the following: (a) any work or thing done upon the poles, anchors and/or rights-of-way attached to hereunder or any part thereof performed by the indemnifying party or any of its agents, contractors, servants, or employees; (b) any use, occupation, condition, operation of said poles, anchors and/or rights-of-way or any part thereof by the indemnifying party or any of its agents, contractors, servants or employees; (c) any act or omission on the part of the indemnifying party or any of its agents, contractors, servants, or employees, for which the party seeking indemnification may be found liable; (d) any accident, injury (including death) or damage to any person or property occurring upon said poles, anchors and/or rights-of-way or any part thereof arising out of any use thereof by the indemnifying party or any of its agents, contractors, servants or employees; (e) any failure on the part of the indemnifying party to perform or comply with any of the covenants, agreements, terms or conditions contained in this Tariff; (f) payments made under any Worker's Compensation Law or under any plan for employees' disability and death benefits arising out of any use thereof by the indemnifying party or any of its agents, contractors, servants or employees; (g) the erection, maintenance, presence, use, occupancy or removal of the indemnifying party's Attachments by it or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to the poles, anchors and/or rights-of-way of the party seeking indemnification provided that the indemnifying party shall defend, indemnify



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and save harmless the party seeking indemnification against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses brought, made or asserted by any of the indemnifying party's agents, contractors, servants or employees of any of the indemnifying parties; or by (h) any and all such liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses brought, made or asserted by any of the indemnifying party's agents, contractors, servants, or employees of any of the indemnifying party's contractors or agents the provisions of Article XII shall survive the expiration or earlier termination of any authorization granted under this Tariff.

- (E) The Customer shall indemnify, save harmless and defend the Company from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of the Customer's Attachments, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of the Customer's Attachments in combination with the Company's poles, anchors and/or rights-of-way or otherwise.
- (F) If the work on a pole is not completed within the allowed time because of delays caused by another entity attached to the pole, and the Company is liable for any penalties and/or damages because of the delay, the entity causing the delay shall indemnify the Company for the full amount of the penalty or damages paid.
- (G) If any of the provisions of this Tariff shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Tariff, but rather the entire Tariff shall be construed as if not containing



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the particular invalid or unenforceable provision or provisions.

- (H) All parties shall work cooperatively in the case of an emergency to restore service to their respective customers.
- (I) The provisions of Article XIII shall survive the expiration or earlier termination of any authorization granted under this Tariff.

ARTICLE XIII

INSURANCE

- (A) The Customer shall procure, pay premiums, and maintain at all times during the term hereof sufficient insurance as defined herein, as may be required by law, to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article XIII preceding.
- (B) The amount of such insurance, exclusive of deductibles:
 - 1) Worker’s Compensation Insurance as provided by Statute and Employer’s Liability Insurance. The Customer expressly agrees to comply with all provisions of the Worker’s Compensation Laws of the states wherein said work is being performed:

| | |
|----------------------|---------------------------------|
| EMPLOYER’S LIABILITY | \$500,000 each accident |
| | \$500,000 each employee-disease |
| | \$500,000 policy limit disease |



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2) Comprehensive General Liability and Property Damage Insurance:

Bodily Injury & Property Damage

Combined Single Limit Each Occurrence \$1,000,000

Such policy will include Contractual Liability, Products and Completed Operations, Owner's and Contractive, Broad Form Property Damage, Premises and Operations.

3) Automobile Public Liability and Property Damage Insurance, including owned, hired, rented or non-owned automotive equipment.

4) Umbrella Liability Insurance coverage in excess of the limits and terms in (1) through (3) above, with a combined single limit for Bodily Injury and Property Damage of at least \$5,000,000 for each occurrence.

(B) Customer agrees to furnish to the Company prior to the beginning of any work hereunder, property Certificates of Insurance evidencing the insurance coverages required herein. All policies shall provide a minimum of thirty (30) days notice to the Company prior to cancellation. The Company shall be named as additional insured under all policies required with the exception of the Worker's Compensation Policy. All insurance policies required to be carried hereunder shall contain a waiver of subrogation as to the Company, its agents, employees and the parties for which it is operating. The carrier of the insurance policies required shall agree that the insurance required shall be considered primary insurance and all insurance carried by the Company, its agents, employees, and the parties for which it is operating, shall be considered secondary in relation thereto. Any and all deductibles in the above described insurance policies shall be assumed by, for the account of, and at the sole risk of



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the Customer.

ARTICLE XIV

AUTHORIZATION NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to the Customer. The Company shall have the right to grant, renew and extend rights and privileges to others by contract or otherwise, to use any pole covered by this Tariff.

ARTICLE XV

ASSIGNMENT OF RIGHTS

- (A) This authorization shall not inure to the benefit of the Customer's affiliates, successors or assigns. The Customer shall not assign or transfer any authorization granted hereunder unless it notifies the Company of such assignment or transfer, including any change in the notice address to be provided in accordance with Article XX.
- (B) Pole space authorized to the Customer is for the use of the Customer only, and the Customer shall not lease, sublicense, share with, convey or resell to any affiliates, subsidiaries, or any others any such space or rights so granted except as set forth by the procedures for Overlapping contained in Article XII. Notwithstanding the foregoing, a Customer may lease, sublicense, share with or otherwise convey an interest in its own Attachments or such space or rights hereunder to an affiliate, subsidiary or other third party, provided that: (a) the Customer remains responsible for compliance with the terms of this Tariff; (b) the Customer promptly, within 30 days, discloses to Company the existence of



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any such arrangements, the identity of the third party, and the locations of any such arrangements (by pole locations, to the extent practicable); and (c) the Attachments subject to such third party arrangements shall be billed by Company at the rate applicable as set forth in this Tariff.

- (C) In the event of any dispute concerning the application of this Article XV, Company and Customer will act in good faith to resolve such dispute, but each party shall have the right to seek a ruling from the Commission concerning the application of this Article. The new attaching entity has to make application to the Company for such attachments and abide by all other provisions of this tariff.

ARTICLE XVI

FAILURE TO ENFORCE

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

ARTICLE XVII

TERMINATION OF AUTHORIZATION

- (A) 60 Day Termination
 - 1) In addition to rights of termination provided to the Company under other provisions of this Tariff, the Company shall have the right to terminate the Customer's authorization(s) and/or rights granted under provisions of



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this Tariff where the following occur:

- a) If the Customer shall fail to comply with any of the terms or conditions of this Tariff or default in any of its obligations under this Tariff;
- b) If the Customer's Attachment(s) are maintained or used in violation of any law or in aid of any unlawful act or undertaking;
- c) The Customer ceases to have authority to construct and operate its Facilities on public or private property at the location of the particular pole or anchor covered by the authorization. Such termination shall be stayed if the Customer has sought judicial or regulatory review of the decision that: (i) has acted to terminate such authority or (ii) has declared that the Customer lacks such authority;
- d) The Customer attaches to a Distribution Pole and/or anchor without having first been issued authorization therefore;
- e) The Customer sublets or apportsions part of the authorized space or otherwise permits its assigned space to be used by an entity, including but not limited to an affiliate, that does not have its own authorization to attach in that assigned space;
- f) The Customer, subject to the provisions of Article II ceases to provide its services;
- g) If the Customer shall fail to pay any sum due or to deposit any sum required under this Tariff;



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- h) If any authorization that may be required by any governmental or private authority for the construction, operation and maintenance of the Customer's facilities on a pole or anchor is denied, revoked or cancelled;
- i) If, except in circumstances in which the Company has accepted evidence of self-insurance in accordance with Article XIII, the Customer's insurance carrier shall at any time notify the Company that the policy or policies of insurance as required in Article XIII will be or have been cancelled or amended so that those requirements will no longer be satisfied.

The Company will notify the Customer in writing of any instances cited above. The Customer shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Company within sixty (60) days following such written notice that the non-compliance has ceased or been corrected. If Customer fails to discontinue or correct the non-compliance and fails to give the required written confirmation to the Company with the time stated above, the Company may terminate the authorization(s) and/or rights granted hereunder for the poles and/or anchors at which such non-compliance has occurred.

(B) Customer's Obligations

- 1) The Customer may at any time remove its Attachments from a pole after first giving the Company written notice of such removal. Following such removal, no attachment shall again be made to such pole until the Customer shall have first complied with all of the provisions of this Tariff as though no such attachment had previously been made.



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- 2) In the event of termination of any authorization, license and/or rights hereunder, the Customer shall remove its attachments from the Company's poles, anchors, and/or rights-of-way within sixty (60) days of the effective date of the termination; provided, however, that the Customer shall be liable for and pay all fees pursuant to the terms of this Tariff until the Customer's attachments are removed from the Company's poles, anchors, and/or rights-of-way.
- 3) If the Customer does not remove its Attachments from the Company's poles, anchors, and/or rights-of-way within the specified time periods, the Company shall have the right to remove such facilities at the expense of the Customer and without any liability on the part of the Company for damage or injury to such facilities or interruption of the Customer's services.
- 4) When Customer's Attachment(s) are removed from a pole or anchor, no attachment to the same pole or anchor shall be made until the Customer has first complied with all of the provisions of this Tariff as though no such pole or anchor attachment had been made previously and all outstanding charges due to the Company for such pole or anchor have been paid in full.



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ARTICLE XVIII

PROCEDURE FOR PROCESSING MULTIPLE POLE ATTACHMENT APPLICATIONS

Properly completed license applications received by the Company on the same day from two or more customers for attachment accommodations on the same pole(s), shall be processed together. All Make-Ready Surveys or Make-Ready Work required to accommodate the applicants will be completed simultaneously for the benefit of all applicants. All applicants will be rebated with the pro-rate share of costs based on the number of applicants.

ARTICLE XIX

INSTALLATION OF POWER SUPPLIES

In the process of providing or upgrading service, it may be necessary for a Customer to place power supplies requiring pre-approval of placement and electric service for operation. In addition to the provisions contained herein, power supplies are also subject to the provisions of the Company's line extension tariff.

(A) DEFINITIONS

- 1) Power Supply – Any of Customer's Attachment(s) in direct contact with or supported by a Distribution Pole including a piece of equipment, cabinet, or associated apparatus for the purpose of providing power for Customer's Attachment(s), with the exception of any cable attachments.
- 2) Pre-survey – The performance of a field review by the Customer together with a representative from the Company to survey the pole locations where proposed Power supplies are proposed.



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(B) APPLICATION

- 1) Customer shall provide the Company with a completed application requesting review of one or more proposed Power Supply locations. In that application, the Customer shall provide the following information:
 - a) Proposed locations including points of attachment. Point of attachment shall be 31" below telephone's lowest cable or any other pole-mounted equipment in the communications space on the pole.
 - b) Power Supply specifications that include apparatus height, width, depth, weight, vertical conduit size, and location on the pole by quadrant, and meter location. The Company's acceptance of design is also required.
 - c) If pole Make-Ready Work is required, Customer shall submit a separate application listing those locations in need of Make-Ready Work.

(C) PROCEDURE

- 1) The following procedure shall be followed when Customer wishes to install Power Supplies:
 - a) The Customer shall submit a Pole Attachment Application to the Company to arrange for a Pre-survey of all locations where the Customer wishes to install a Power Supply.
 - i) The Company will arrange with the Customer for a date to



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be set for a Pre-survey to determine whether the proposed pole and location is adequate for placement of the Power Supply.

- ii) As a result of the Pre-survey, the Company shall notify the Customer of any Make-Ready Work charges and the Customer shall pay Make-Ready Work charges prior to the Company commencing any Make-Ready Work. Otherwise, the Customer may choose another pole location for the Power Supply with the Company's approval.
 - iii) Once necessary Make-Ready Work is completed and the Power Supply is receiving electric service, then pole rental charges shall commence. These shall begin in the month the Power Supply is energized by the Company.
- b) The Company will continue to conduct Subsequent Inspections until all of Customer's Attachment(s) as a result of the Power Supply project have been made compliant. The Customer shall pay the Company for the cost of performing the Post Construction Inspections only for those poles where Customer's power supply attachments are found out of compliance. If the results of the Post Construction Inspections show results that are in non-compliance with the requirements and specifications, the Customer shall correct such non-conforming conditions within thirty (30) days of written notification from the Company. The Company will provide Customer with the results of the inspections to allow the Customer to bring its Attachment(s) into



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compliance.

- c) Customer shall correct any non-conforming condition within thirty (30) days of written notification from the Company. Where Customer fails to correct stated non-conforming condition within thirty (30) days, the Company may revoke customer's authorization and de-energize that Power Supply. Customer shall be responsible for any costs associated with correcting such nonconforming conditions.
- d) If at anytime in the future, following the attachment of a Power Supply, the Company requests the Customer to either reconfigure its equipment, or locate to a new pole, the Customer agrees to perform this work within thirty (30) days of any such request at the Customer's expense.
- e) No Power Supply construction shall take place on any pole requiring Make-Ready Work until any such work has been paid for in advance, completed by the Company, and the Customer has been notified of its completion by the Company.



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ARTICLE XX

NOTICES

All written notices required under this Tariff shall be given by posting the same in first class mail to:

Green Mountain Power Corporation
163 Acorn Lane
Colchester, Vermont 05446
Attention: Joint Lines

All written notices required under this Tariff to the Customer shall be given by posting the same in first class mail to the Customer's address as provided in the application.



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RATE FOR ATTACHMENTS TO COMPANY OCCUPIED POLES

COMPANY DESIGNATION: 25

AVAILABLE

Throughout the Company's service area.

APPLICABLE

This rate is for the attachment of a single cable or device by a Customer.

RATE

\$8.75 per pole, solely owned by the Company, per year; and/or

\$4.375 per pole, per year, jointly owned with a telephone company and subject to a separate agreement.

GIS DATA

GIS data shall be made available to Customers where available. The Company shall not be under any obligation to update its GIS data if information is not otherwise available on any particular pole or for any specific Customer attachment.

TERMS

The Company shall bill monthly, and a month shall be considered as a calendar month for billing purposes. Billing shall be applicable as of the first day of the month during which attachment has been authorized for a Company pole and shall continue to the end of the month during which the attachment is physically removed from the Company owned pole.



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The above rate may be billed annually on a calendar year basis or semiannually for amounts due at the option of the Company, and shall be due and payable upon presentation of the bill.

Termination of service shall not affect the customer's liabilities and obligations incurred prior to the effective date of termination. Any amounts previously billed but remaining unpaid 30 days from any billing date shall be subject to a late payment charge of one percent (1%) per month thereof, such amounts to include any prior unpaid late payment charges.

DURATION OF AUTHORIZATION

Until canceled by either Party upon sixty (60) days written notice to the other Party indicating the date of termination.

LEGACY CONSOLIDATED COMMUNICATIONS RATE

Attachments that were subject to legacy Consolidated Communications pole attachment tariff rates prior to GMP acquisition of Consolidated Communications poles shall continue to pay the rates that were set forth in the Consolidated Communications pole attachment tariff [Fourth Revised Pole Attachments Section 3 Page 1 and Third Revised Pole Attachments Section 3 Page 2, both effective 9/1/08] as of the date of acquisition of poles for a period of four years from acquisition or upon amendment of VT PUC Rule 3.706(D)(I), whichever is earlier. In all other respects, the terms of this Tariff shall apply.

REQUESTS

The process begins with the request from the Customer, which is directed to Joint Lines for the specific area where the request is made.



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The request must be submitted in writing, indicating what the Customer requires (usually a map which has been highlighted or a listing of streets, etc. is supplied by the Customer) along with a reason for the request.

The Company will make the records available within a reasonable time frame (normally five day turn around) upon receipt of the written request, for the specific areas mentioned in the letter.

CHARGES & BILLING

Charges will be based on analysis of time and material with a minimum charge of \$25.00 to be used in determining costs.

Up-front payment is required before distribution of any records.

All checks should be made out to Green Mountain Power Corporation.

NON-DISCLOSURE AGREEMENTS

For each request a signed non-disclosure form is required from someone with authority in the organization making the request. A disclaimer at the end of the non-disclosure agreement is to advise the Customer that the information they are getting is for preliminary design purposes only - they still need to do field surveys and measurements.

RELEASE OF INFORMATION

When payment has been received and the non-disclosure agreement signed, the Customer may pick-up the requested records or they can be mailed, based on the Customer's preference.

Right Of Way documents are a matter of public record and can be obtained from the



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various State and Municipal Offices such as City / Town Halls, Registry of Deeds, etc.

However, in the event requests are received, in writing, for Right of Way documents by customers the Company will direct the requesting party to the Right Of Way Coordinator for the area in question.

The Customer would be required to submit payment for the time required by the Right Of Way Coordinator to locate and produce the documents being requested (time and material costs). Upon receipt of the check the documents would be given to the Customer.



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A. INTRODUCTION

This Protocol establishes the requirements to be implemented in connection with the attachment of facilities by Wireless Broadband Service Providers or Wireless Telephone Service Providers (individually or together the “Customer”) to space on utility distribution poles that are not ordinarily used for attachments including space ordinarily used only for the attachment of electric distribution facilities or for equipment that is unusually large. This Protocol applies only to Wireless Broadband Service Providers and Wireless Telephone Service Providers seeking to attach Wireless Service Provider’s Facilities in the Electric Supply Space. Nothing herein is intended to confer any right to a Wireless Broadband Service Provider or Wireless Telephone Service Provider to attach cables, fibers, lines, strands or other attachments from pole to pole. Such attachments are governed under other provisions of the Company’s Pole Attachment Tariff. To the extent this Protocol differs from other Tariff provisions, this article controls, otherwise relevant Tariff articles apply.

B. DEFINITIONS

Wireless Broadband Service Provider – Any entity authorized to do business in the state of Vermont that seeks to attach facilities that ultimately will be used to offer wireless internet access to the public. Wireless Broadband Service Providers must hold an FCC license or use equipment that complies with applicable FCC requirements (See 47 C.F.R. Part 15). A Wireless Broadband Service Provider who does not hold a certificate of public good from the Commission must, before availing itself of the provision of Commission Rule 3.700 and this Tariff, file with the Commission and any affected Pole-Ownning Utility an affidavit that sets forth the Provider’s name, form of legal entity, contact information, agent for service of process, proposed general area of service, proof of insurance in the amounts specified in Article XIV of this Tariff, and a representation that the Provider will abide by the terms and conditions of Rule 3.700 and the Company’s rules and regulations for pole attachment service (including the



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Company's Protocol filed pursuant to Section 3.708(K) of the Commission's Rule), and Orders issued by the Commission.

Wireless Telephone Service Provider – Any entity authorized to do business in the state of Vermont that seeks to attach facilities that ultimately will be used to offer wireless telephone access to the public. A Wireless Telephone Service Provider who does not hold a certificate of public good from the Commission must, before availing itself of the provision of Commission Rule 3.700 and this Tariff, file with the Commission and any affected Pole-Ownning Utility an affidavit that sets forth the Provider's name, form of legal entity, contact information, agent for service of process, proposed general area of service, proof of insurance in the amounts specified in Article XIV of this Tariff, and a representation that the Provider will abide by the terms and conditions of Rule 3.700 and the Company's rules and regulations for pole attachment service (including the Company's Protocol filed pursuant to Section 3.708(K) of the Commission's Rule), and Orders issued by the Commission.

Electric Supply Space – The space on a utility pole not ordinarily used for attachments pursuant to the Company's Rules and Regulations for Pole Attachment Service including space ordinarily used only for the attachment of electric distribution facilities.

Wireless Service Provider's Facilities – Any antenna, hardware, cable, wire, apparatus or other facilities, attachment or addition to a pole or right of way by a Wireless Broadband Service Provider or Wireless Telephone Service Provider and used in its provision of wireless internet access or wireless telephone service to the public.

Licensed Professional Engineer – A person licensed to provide professional engineering services pursuant to Chapter 29 of Title 26 of the Vermont Statutes Annotated.

Construction Standards – The engineering and construction requirements for the attachment of Wireless Service Provider's Facilities to Company' poles developed and maintained by the



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Company. The purpose of the Construction Standards shall be to provide guidance for the attachment of Wireless Service Provider's Facilities so as to protect the public's health and safety, protect worker safety, provide for the least-cost provision of electric service, and maintain the stability and reliability of the Company's electric system. The Company reserves the right to update its Construction Standards from time to time.

C. ATTACHMENT

1. Broadband Service Providers and Wireless Telephone Service Providers shall be allowed Attachments for the placement and maintenance of Wireless Service Provider's Facilities on such locations on the pole or a separate pole as are specified in the Authorizations issued by the Company as permitted under the Company's Tariff, this Attachment Protocol and PUC Rule 3.700.
2. The Customer's Attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the Bell System 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 Vermont Occupational Safety and Health Act (VOSHA), the Company's Construction Standards, and any other governing authority having jurisdiction over the subject matter. Where a difference in specifications exists, the more stringent shall apply, provided that if the Company's Construction Standards are the more stringent, the Company must provide such standards to the Customer reasonably in advance before construction work is begun. The Company shall provide a copy of its Construction Standards to the Customer upon



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its request.

3. As determined by the Company, the Customer's Attachment may be made to a separate pole, provided by the Company, and paid for by the Customer, if:
 - a. the proposed Attachment cannot be made to the existing pole consistent with the provisions in paragraph (2) above;
 - b. the separate pole is requested by the Customer; or
 - c. the provision of the separate pole is less expensive than the proposed Attachment to the existing pole.

D. APPLICATION

1. The Customer shall provide the Company with a completed application accompanied by an advance payment in accordance with Article IV-Advance Payment of this Tariff requesting review of one or more proposed location for the placement and maintenance of Wireless Service Provider's Facilities. In that application, the Customer shall provide the following information:
 - a. A set of design plans and specifications for each device or piece of equipment comprising the Wireless Service Provider's Facilities that the Customer proposes to have attached on a distribution pole. The Customer's design shall be certified by a Licensed Professional Engineer, at the Customer's expense, prior to its submission to the Company.



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- b. Proposed Attachment location by municipality, and Company line number and pole number when possible, including the specific points of attachment for the Wireless Service Provider’s Facilities on each proposed pole.
- c. If the Company is not the pole owning utility but is a franchised provider of electric distribution service with facilities located on the pole, the Customer shall submit a completed application to the Company and the pole owning utility.

E. MAKE READY SURVEY

A Make Ready Survey will be required for each pole for which the attachment of Wireless Service Provider’s Facilities is requested.

F. MAKE READY WORK

1. Installation

- a. The Customer shall be authorized to have Wireless Service Provider’s Facilities attached within or above the Electric Supply Space consistent with the requirements of this Tariff and Protocol. All such installations of a Wireless Service Provider’s Facilities must conform to the most recent edition of the National Electrical Safety Code (NESC), The National Electric Code, Blue Book Manual of Construction procedures, state and local laws, Vermont Public Utility Commission Rule 3.700 regulation, and the Company’s Construction Standards.
- b. Installation and maintenance of Wireless Service Provider’s



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Facilities located within or above the Electric Supply Space shall only be performed by the Company or its outside contractors qualified to work above the communication and safety zones within the Electric Supply Space on a distribution pole and shall be billable to the Customer. Installation shall be performed according to the Construction Standards developed by the Company. These standards shall be subject to revision from time to time and shall be made available to the Customer upon its request.

G. MAINTENANCE:

1. The Company shall, at the Customer's expense, construct and maintain the Customer's attachment of Wireless Service Provider's Facilities on the Company's poles, anchors and/or rights of way in a safe condition and in a manner acceptable to the Company, so as not to conflict with the use of the Company's poles, anchors and/or rights-of-way by the Company or by another authorized user of the Company's poles, anchors and/or rights-of-way nor electrically interfere with the Company's facilities thereon. Should the Company not be the pole owning utility but be a franchised provider of electric distribution service with facilities located on the pole, the Company shall exercise the same control, and the attachment shall be subject to the same requirements, as if the Company were the pole owning utility.
2. The Customer must contact the Company to indicate when maintenance of an Attachment is required and shall work cooperatively with the Company when the Company is performing maintenance work on its facilities and/or attachments. The Customer shall provide the Company



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with written instructions describing in sufficient detail the installation or maintenance work to be performed and shall reimburse the Company for its actual costs of such work if a part of the make ready process and by an established job order process if outside the normal make ready process. Cooperative practice shall include a system of notification or request for maintenance by phone, facsimile, answering system, or otherwise for scheduling purposes. Such system may be established between the parties via inter-company operating procedures that are consistent with the terms of this Tariff.

3. Any tree trimming required for the Customer's facilities above the height of the communications space on a pole will be performed by the Company at the Customer's expense.
4. Any Customer Wireless Service Provider's Facilities installed below the safety zone on a pole shall be maintained by the Customer.
5. The Customer must comply with the Company's time schedule and provide appropriate resources to assist the Company if the Company performs work on the poles on which the Customer maintains attachments of Wireless Service Provider's Facilities. Should the Customer fail to comply with the Company's time schedule or fail to provide appropriate resources to assist the Company, in addition to any other requirements of the Tariff, the Customer shall be responsible to reimburse the Company for all incremental costs it incurs due to the Customer's failure. In addition, the Company shall be authorized to remove the Customer's attached Wireless Service Provider's Facilities as is reasonably required to permit the Company to perform work on said



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poles.

H. OUTSIDE CONTRACTORS

The Company and the Customer shall maintain a list of contractors whom they allow to perform Make-ready surveys, Make-ready work, installation or maintenance, or other specified tasks upon the Customer's equipment. The Outside Contractors will operate under the supervision and control of the Company.

I. RF SIGNAGE AND SAFETY

An RF sign shall be placed on the pole that will indicate the safe approach distance from the antenna, or any other of the Customer's Wireless Service Provider's Facilities, based on the maximum permissible exposure limits as indicated in Table 1 of the FCC's Rule 47C.F.R. §1.1310 in conjunction with its effective isotropic radiated power value and the operational frequency. The sign shall indicate the Customer's name and a 24-hour system operator contact so that notification can be given to appropriate personnel when needed. It shall be at least 9" X 11" in size. Both RF and power supply disconnect switches shall be provided. The RF disconnect switch shall be a "lock out" type so that the RF transmitter equipment is inoperable, such that the Company will have total control over operation when performing work in close proximity. The switching mechanism required to disable the RF transmitter shall be clearly marked with signage and it shall be located outside the maximum permissible RF exposure (safe approach) distance/radius from the antenna. A "keep out" tag shall be placed on the disconnected devices while service is being performed on the pole.

J. STORM RESTORATION

In the event of a storm, the Customer acknowledges that the Company's first priority will be the restoration of electric service to its Customers. Only after electric service is safely restored, will the Company provide maintenance on the Customer's Attachments.



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K. DEFAULT

Should the Customer fail to pay any charges associated with its attachment, file bankruptcy, and/or stop conducting its business, or otherwise violate the terms and conditions applicable to its attachment, the Company may remove the attachment with thirty (30) days prior written notice. Failure to remove the Attachment does not constitute waiver of Company's right to do so.

L. ACQUISITION OF PROPERTY RIGHTS

Upon request, the Company may assist the Customer in securing easement rights or other rights to allow for the attachment of the Customer's Wireless Service Provider's Facilities on the Company's pole. The Customer shall be responsible for any and all costs associated with the Company's acquisition of these rights, including costs associated with exercising the Company's rights under eminent domain in a condemnation proceeding or in such other permitting or regulatory proceedings required to obtain such rights, licenses, permits or easements necessary for the attachments of the Customer's facilities to the Company's pole. To the extent that any rights of the Company for the placement of Wireless Service Provider's Facilities are found to be inadequate for the attachment of the Customer's facilities, the Customer agrees to indemnify the Company for actual costs, including attorney's fees, necessary or required to correct for such inadequacy.

M. SUITABILITY FOR POLE ATTACHMENTS

1. The Utility shall determine the suitability of its poles for pole attachments on a case-by-case basis, pursuant to PUC Rule 3.701(C).
2. The Utility may offer the placement of a separate pole pursuant to PUC Rule 3.708(K).



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3. Poles that carry primary electrical service that are not bucket truck serviceable may be deemed unsuitable for pole-top attachments, at the discretion of the Utility.
4. All attachments shall preserve climbing access to all facilities.
5. Antennas shall not be installed above the communications space on the pole types listed below. These pole types may restrict attachments in the communications space as well.
 - a. Regulator poles
 - b. Capacitor poles
 - c. Riser poles and underground dips for future risers
 - d. Neutral Isolation poles
 - e. Switch poles
 - f. Three phase transformer poles
 - g. Single phase transformer poles - unless the transformer's orientation can be rearranged such that future scheduled maintenance of the Utility's equipment wouldn't be hampered by the Provider's attached equipment.
 - h. Poles with two sets of cross arms where the cross arms occupy all four quadrants on the pole.
 - i. Poles that have structural repairs such as C-truss installations, fiberglass repair sleeve or have been identified as needing



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structural repair. Pole replacement will be required.

- j. Poles with other attachments such as equipment including cross-connecting terminals, distribution terminals, load coil cases, apparatus cases, air dryers, CATV amplifiers or power supplies and any other equipment of significant size that is either pole- or strand-mounted.
- k. Poles considered as congested. These are poles that support two or more feeders. The Utility's pole inspection shall determine any pole that could be exempted from this stipulation.
- l. Poles with characteristics that do not guarantee the maximum permissible general public/uncontrolled exposure limits to Radio Frequency ("RF") radiation as indicated in Table 1 of FCC's Rule 47 C.F.R. §1.1310.

- 6. For poles serviced by bucket trucks, all pole-top attachments must be accessible with the aerial lift device used by the Utility. The maximum height of the attachments will depend on the Utility's aerial lift trucks. Exact antenna height restrictions will be determined by field inspection at the proposed antenna location.

N. STRUCTURAL

- 1. Antenna support structures shall be designed to withstand load requirements specified by the NESC. The Utility will determine the level of structural and design analysis required based on the specifics of the attachment request and the circumstances at the requested site, subject to the following conditions:



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- a. Pole-top attachments complying with the "Vermont Standard" pole-top attachment design (if and when approved by the Utility) shall not require additional review by a structural engineer.
 - b. The Utility may require that a qualified Professional Engineer ("PE") perform an analysis at the Provider's expense, if the proposed attachment does not comply with the "Vermont Standard." The Utility and the Provider shall mutually agree upon which PE to utilize. The Provider may submit the analysis with the application, or the Utility may obtain the analysis as a part of the make-ready process.
2. All attaching hardware used to support the mast and all equipment attached to the mast shall be galvanized or stainless steel, in new condition and capable of withstanding all designed loads.
 3. Lock washers shall be used on all fastening hardware.
 4. Split bolts with washers, perpendicular to an antenna support mast are required if the support bolts for the mast are within 12 inches of the top of the pole.
 5. The Utility shall designate the quadrant or quadrants of the pole to be used by the Provider in order to minimize conflicts with pole climbing.
 6. Pole-top attachments shall conform to the following specifications:
 - a. There shall be 48 inches of vertical separation between the highest energized conductor and the lowest attached antenna.



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- b. All devices attached above the communication space shall be affixed to a single antenna mast.
 - c. For single-phase poles, the antenna mast shall be affixed to the opposite side of the pole from the energized conductor.
 - d. For three-phase poles, the antenna mast and associated equipment may be authorized by adding a longer cross-arm (if the existing cross-arm is not of sufficient length) or an out rigged configuration or by installing a taller pole, to accommodate the Utility's safe approach distance.
 - e. The antenna mast shall be of sufficient length to allow it to extend from the communications space through the safety and electric supply spaces and above the pole sufficiently to allow the antennas to be attached in compliance with section N.7.a below.
 - f. The antenna mast shall be offset from the pole by approximately six inches.
 - g. The antenna mast shall serve as a conduit for all cables running between the communications space to the antennas, such that no cables are exposed in the safety or electric supply spaces.
7. Devices may be attached to streetlight support structures, as long as they conform to the following conditions:
- a. The manufacturer's streetlight bracket specifications shall not be exceeded.



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- b. The total installation shall be less than twenty-five (25) pounds.
 - c. The installation shall not interfere with the operation and/or maintenance of the street light.
 - d. The street light bracket shall be ten (10) feet or shorter.
 - e. The street light bracket shall be a minimum of two (2) inch diameter arm.
 - f. Installation and maintenance on all attachments to street light brackets must be performed by qualified Utility personnel.
 - g. There will be no attachments to street light brackets which are mounted in the safety space, unless allowed by NESC.
8. The Provider shall include adequate fault current protection on all installations.
9. The Utility shall provide power to the Provider's equipment under an authorized Tariff or a special contract, which shall be filed with the Vermont Public Utility Commission.
- O. GROUNDING
- 1. Grounding must comply with NESC, NEC, Utility Standards and Service Requirements, and the Tariff and is the responsibility of the Provider.
- P. SAFETY
- 1. It is the responsibility of the Provider to ensure its employees and contractors are trained to comply with section F.I.a of this Protocol and



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the Vermont Occupational Safety and Health Administration (1910-269).

2. The Provider must provide switches that shut off all power to and from its equipment. These switches must be clearly marked and accessible to all Utility personnel. The switching mechanism required to disable the RF transmitter shall be clearly marked with signage, and it shall be located outside the maximum permissible RFD exposure (safe approach) distance/radius from the antenna. Utility personnel must be able to clearly determine by visible means that the RF output of the subject system is disabled. "Keep-out" tags shall be placed on the disconnecting devices during service on the pole.
3. The Provider is required to follow FCC signage requirements.
4. Any tree trimming in the Utility right of way required by the Provider will be coordinated through the Utility at the expense of the Provider. Any permits or rights-of-way required for tree trimming necessary to install, maintain, restore or otherwise service the distributive antenna system shall be obtained by the Provider in advance of any such work.
5. The Provider's personnel are not permitted to access the pole above the communications space. Only approved Utility personnel or contractors under the direction of an authorized Utility employee are permitted to access this section of the pole.
6. Provider shall maintain all equipment installed below the safety space.
7. The Provider shall provide identification apparatus tag(s) on its antenna equipment. The tag(s) shall include a 7 day 24 hour contact telephone number of an individual who can immediately respond to emergencies



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and outage requirements.