NOTICE is hereby given that the Finance Committee of the Trumbull Town Council will hold a videoconference meeting via Zoom on Monday, October 25, 2021 at 7:00 p.m.

Finance Committee of the Town Council
Oct 25, 2021 7:00 PM
https://us06web.zoom.us/j/82210914168?pwd=YnR3TS85RmYvWXFsY1ByTW50ckdSZz09
Webinar ID: 822 1091 4168
Password: 141904

Join by telephone: (301) 715-8592 or (833) 548-0276 (Toll Free) / Webinar ID: 822 1091 4168

1. RESOLUTION TC28-210: To consider and act upon a resolution which would appropriate $25,000 from the General Fund to 01030200-581888 Building Maintenance-Capital Outlay.

2. RESOLUTION TC28-215: To consider and act upon a resolution which would disband the Police Station Building Committee with the appreciation of the Town Council for a job well done.

3. RESOLUTION TC28-216: To consider and act upon a resolution which would further amend TC-28-142, WHICH WAS AMENDED BY RESOLUTION TC28-146, TO INCLUDE THE SPECIFICS OF THE BOARD OF EDUCATION 5-YEAR CAPITAL PLAN REQUEST, SPECIFICALLY SPELLING OUT THE DOLLAR AMOUNTS ATTACHED TO SAID PLAN $________________.
4. RESOLUTION TC28-217: To consider and act upon a resolution which would authorize First Selectman Vicki A. Tesoro to execute on behalf of the Town of Trumbull an agreement entitled, “U.I. Wireline Agreement”.
RESOLUTIONS

1. RESOLUTION TC28-210: BE IT RESOLVED, That $25,000 is hereby appropriated from the General Fund to 01030200-581888 Building Maintenance-Capital Outlay.

2. RESOLUTION TC28-215: BE IT RESOLVED, That the Police Station Building Committee is hereby disbanded with the appreciation of the Town Council for a job well done.

3. RESOLUTION TC28-216: BE IT RESOLVED THAT RESOLUTION TC-28-142, WHICH WAS AMENDED BY RESOLUTION TC28-146, BE FURTHER AMENDED TO INCLUDE THE SPECIFICS OF THE BOARD OF EDUCATION 5-YEAR CAPITAL PLAN REQUEST, SPECIFICALLY SPELLING OUT THE DOLLAR AMOUNTS ATTACHED TO SAID PLAN $__________________. (Schedule Attached)

4. RESOLUTION TC28-217: BE IT RESOLVED, That First Selectman Vicki A. Tesoro is hereby authorized to execute on behalf of the Town of Trumbull an agreement entitled, “U.I. Wireline Agreement”.

October 14, 2021

Town of Trumbull
5866 Main Street
Trumbull, Ct 06611

Attn: Dimitri Paris

Re: Town Hall Signage Lighting

Thank you for your interest in A&B Mechanical, LLC. We are pleased to submit a quotation to furnish and install all new wiring connections and feeders to outside pole lighting and main feeders. This proposal is to fully complete a proper weather seal connection in all the junction boxes at the pole and in the ground connections.

**Basis of Proposal:** site walk through pictures are attached for your justification purposes
A & B Mechanical, LLC will supply and install the following scope of work:

**Electrical Scope of Work**
1. F&I two conduits one for power one for spare
2. F&I two circuits one for lighting and one for an outlet (inground post tops)
3. F&I time-clock operation for lighting
4. F&I four rocket head LED light fixtures facing the sign (4000k lights)
5. F&I outdoor transformer to feed lighting
6. F&I two new branch circuits from local panel (breakers included)
7. Excavation not included
8. Conduits to me buried with electrical identification tape
9. Regular Business Hours Wage Included
10. One Year Warranty

The above work can be done for the sum of:
Six thousand Seven hundred dollars............................................... $6,700.00

**Exclusions**
1. Permit Fees
2. Overtime and Off Hours
3. Concrete bases for new bollard locations to be done by others.
4. Items Other than Listed Above

Guarantee: All labor, and material supplied by A & B Mechanical, LLC will carry a one (1) year guarantee from the date on installation against defects for both workmanship and material.

If you have any questions with our work please do not hesitate to call.
Thank you for the opportunity of working with you,

Sean C. Albuquerque
Asst. General Manager/
Electrical Supervisor
[Sean.A@abmech.net](mailto:Sean.A@abmech.net)

---

*A & B Mechanical, LLC is a SBE and Woman-Owned Business*

Fax: (203) 452-8853    E-Mail: mailbox@abmechanicalllc.com    Web: www.abmechanicalllc.com

CT Licenses    S1:301170    P1:282005    SM1:3717    F1:11384    MEC:1168    E1:185801
Terms and Conditions
Projects & Installations

1. Services provided under this agreement will be performed during normal working hours.
2. The guarantees and services provided under the scope of this agreement are conditioned upon customer properly operating and maintaining systems / equipment. Customer will do so according to industry accepted practices and in consideration of A&B Mechanical LLC, hereafter A&BM, and recommendations.
3. Customer will provide and permit reasonable and safe means of access to all equipment. A&BM will be allowed to start and stop equipment as necessary to perform its services.
4. Customer agrees to pay invoices within thirty (30) days of receipt. A&BM reserves the right to cancel this and / or stop work under this agreement without notice, should payment become forty-five (45) days or more delinquent.
5. At its prevailing rates or at negotiated lump sum prices, A&BM will perform work not covered by this Agreement. This shall include responding to abnormal conditions for system(s) and equipment not covered by this Agreement, changes in scope of work and/or undeclared or hidden conditions. Repairs or replacements necessitated by reason of customer negligence or misuse are not included.
6. In the unlikely event of failure to perform its obligations. A&BM’s liability is limited to repair or replacement at its option and such shall be customer’s sole remedy. Under no circumstances will A&BM be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of customer’s tenants or clients, or any special, indirect or consequential damages.
7. The Agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, and equipment beyond its serviceable life.
8. A&BM will not be liable for delays or failure to obligate due to fire, flood, strike lockout, freezing, and unavailability of material, riot, acts of God, or any cause beyond reasonable control.
9. Work necessitated by present or future requirements by government or insurance laws and or requests is not included.
10. Only A&BM personnel or agent are authorized to perform the work included in the scope of this Agreement. A&BM may, at its option, cancel this Agreement should non-authorized individuals perform such work.
11. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney’s fees as determined by the court for prosecuting and defending the claim, as the case may be. Additionally, should it become necessary for A&BM to turn the account over to a collection agency, A&BM shall be entitled to all reasonable collection costs.
12. In addition to the prices quoted, customer shall be responsible for all taxes applicable to the services and / or material provided here under.
13. We guarantee all prices quoted in this agreement shall remain firm for a period of thirty (30) days from the date shown on page one.

Acceptance: ____________________________
(Signature)                                                                 (Date)

A & B Mechanical, LLC is a SBE and Woman-Owned Business
Fax: (203) 452-8853      E-Mail: mailbox@abmechanicalllc.com      Web: www.abmechanicalllc.com
CT Licenses         S1:301170       P1:282005       SM1:3717       F1:11384       MEC: 1168       E1:185801
Estimate #390

Prepared for: Town of Trumbull HIGHWAY DEPT.
Tracy
366 Church Hill Road
Trumbull, CT 06611
Phone: ______________________ Fax: ______________________

Prepared by: Adco Sign Company
Salesperson: Tracy
15 Matilda Lane
Shelton, CT 06484
Phone: 203-650-7990 Fax: 203-944-9377

Description:
Supply WATCHFIRE LED display at Trumbull Town Hall

Delivery:
Production time for the following item(s) will be approximately 5 working days.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Each</th>
<th>Amount</th>
<th>Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply 1 - WATCHFIRE 6mm - multi color LED display, dimension 12” high X 72” wide, comes with software &amp; setup, price includes installation on existing carved sign located at Trumbull Town Hall.</td>
<td>$18,485.00</td>
<td>$18,485.00</td>
<td></td>
</tr>
</tbody>
</table>

**TOTALS**
Subtotal: $18,485.00
Sales Tax: $0.00
P.O. #NA - Total: $18,485.00

Terms:
This estimate good for 30 days. 60% deposit due on signing, balance due on installation.

By my signature below, I authorize work to begin and agree to pay above amount in full according to the terms on this agreement.

SIGNED: __________________________ DATE: ______________ AMT. PAID TODAY: ______________
**Proposal**

Proposal Date: 9/8/2021  
Proposal #: 268

**Bill To:**

TOWN OF TRUMBULL  
HIGHWAY DEPARTMENT  
ATTN: TRACY  
366 CHURCH HILL ROAD  
TRUMBULL, CT, 06611

<table>
<thead>
<tr>
<th>Description</th>
<th>Est. Hours/Qty.</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>FURNISH AND INSTALL WATCHFIRE 12”x72” 6MM HIGH DEFINITION FULL COLOR LED DISPLAY ON TOWN HALL LAWN CARVED SIGN. INCLUDES INTUITIVE CALENDAR BASED SOFTWARE WITH SETUP AND TRAINING.</td>
<td>17,500.00</td>
<td>17,500.00</td>
<td></td>
</tr>
</tbody>
</table>

*NO WORK TO BEGIN WITHOUT SIGNED PROPOSAL & DEPOSIT IF REQUIRED*

**Total** $17,500.00

**Accepted Signature** ___________________________

**Date** ________________
## Five-Year Capital Plan Request (CY 2021 - 2025)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Hillcrest Middle School</td>
<td>Environmental</td>
<td>Asbestos (Flooring and Insulation)</td>
<td>40,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hillcrest Middle School</td>
<td>Safety</td>
<td>Building Fire Alarm Panels</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hillcrest Middle School</td>
<td>Safety</td>
<td>Remove ext. concrete shade panels</td>
<td>92,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hillcrest Middle School</td>
<td>On Site const</td>
<td>Locker Rooms renovations</td>
<td>400,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hillcrest Middle School</td>
<td>Windows</td>
<td>Window Replacement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hillcrest Middle School</td>
<td>On Site const</td>
<td>Science Classroom upgrades</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hillcrest Middle School</td>
<td>On Site const</td>
<td>Courtyard renovations hardscape</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hillcrest Middle School</td>
<td>Water</td>
<td>Water Main pipe replacement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Madison Middle School</td>
<td>Environmental</td>
<td>Asbestos (Flooring and Insulation)</td>
<td>75,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Madison Middle School</td>
<td>Electrical</td>
<td>Upgrade panel infrastructure</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Madison Middle School</td>
<td>HVAC</td>
<td>Replace RTU, exhaust fans, HV etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Madison Middle School</td>
<td>Construction</td>
<td>Locker rooms renovations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Madison Middle School</td>
<td>On Site const</td>
<td>Courtyard renovations hardscape</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Middlebrook Elementary</td>
<td>Roofing</td>
<td>Roof Replacement</td>
<td>1,725,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Middlebrook Elementary</td>
<td>HVAC</td>
<td>Replace RTU, exhaust fans, HV etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Middlebrook Elementary</td>
<td>Electrical</td>
<td>Upgrade panel infrastructure</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daniels Farm Elementary</td>
<td>Paving</td>
<td>Parking Lot, Sidewalks, Driveway</td>
<td>1,012,759</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daniels Farm Elementary</td>
<td>Windows</td>
<td>Window Replacement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daniels Farm Elementary</td>
<td>Roofing</td>
<td>Roof Replacement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jane Ryan Elementary</td>
<td>Paving</td>
<td>Parking Lot, Sidewalks, Driveway</td>
<td>1,450,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jane Ryan Elementary</td>
<td>Roofing</td>
<td>Roof Replacement</td>
<td>1,060,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jane Ryan Elementary</td>
<td>Electrical</td>
<td>Update Electrical Infrastructure</td>
<td>150,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Booth Hill Elementary</td>
<td>Environmental</td>
<td>Asbestos (Flooring and Insulation)</td>
<td>25,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Booth Hill Elementary</td>
<td>Electrical</td>
<td>Update Electrical Infrastructure</td>
<td>100,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Booth Hill Elementary</td>
<td>Roofing</td>
<td>Roof Replacement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Booth Hill Elementary</td>
<td>Drainage</td>
<td>Drainage design and construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Booth Hill Elementary</td>
<td>HVAC</td>
<td>Replace RTU, exhaust fans, HV etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tashua Elementary</td>
<td>Paving</td>
<td>Parking Lot, Sidewalks, Driveway, Paving</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tashua Elementary</td>
<td>Windows</td>
<td>Window Replacement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tashua Elementary</td>
<td>Roofing</td>
<td>Roof Replacement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tashua Elementary</td>
<td>Electrical</td>
<td>Update Electrical Infrastructure</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tashua Elementary</td>
<td>HVAC</td>
<td>Replace RTU, exhaust fans, HV etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frenchtown Elementary</td>
<td>Paving</td>
<td>Parking Lot, Driveway Paving</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frenchtown Elementary</td>
<td>HVAC</td>
<td>Boiler Replacement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frenchtown Elementary</td>
<td>HVAC</td>
<td>Cooling Tower Replacement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frenchtown Elementary</td>
<td>HVAC</td>
<td>Replace RTU, exhaust fans, HV etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: Hillcrest Middle School: 132,000 532,000 3,200,000 410,000 210,000

Total Madison Middle School: 75,000 650,000 425,000 350,000

Total Middlebrook Elementary: 1,725,000 - 175,000 200,000

Total Daniels Farm Elementary: - - 1,012,759 1,200,000

Total Jane Ryan Elementary: 1,540,000 1,735,000 150,000 -

Total Booth Hill Elementary: 1,615,000 120,000 135,000 -

Total Tashua Elementary: - 1,850,000 1,690,000 150,000 150,000

Total Frenchtown Elementary: 156,000 - - 1,373,000 175,000
<table>
<thead>
<tr>
<th>Project</th>
<th>Work</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>TECCEC HVAC</td>
<td>Boiler Replacement</td>
<td>210,000</td>
</tr>
<tr>
<td>TECCEC HVAC</td>
<td>RTU Replacement</td>
<td>425,000</td>
</tr>
<tr>
<td><strong>Total TECCEC</strong></td>
<td></td>
<td>-</td>
</tr>
</tbody>
</table>

| Agriscience High School On Site Const     | Fencing Replacement           | 62,000 |
| Agriscience High School HVAC              | Boiler replacements           | 275,000|
| Agriscience High School Roofing           | Greenhouse Roof Replacement   | 60,000 |
| **Total Agriscience High School**         |                               | 275,000|

| Trumbull High School On Site Const         | Athletic field Storage Building 20 x 25 | 75,000 |
| Trumbull High School On Site Const         | Wellness/Fitness Center - Design Work | 35,000 |
| Trumbull High School On Site Const         | Wellness/Fitness Center         | 1,100,000|
| Trumbull High School Environmental         | THS Auditorium Improvements     | 175,000|
| Trumbull High School HVAC                  | Cooling tower sump replacement  | 120,000|
| **Total Trumbull High School**             |                               | 330,000|

| Equip and Infra Dist Wide Equipment       | Vehicle Replacements/Grounds   | 200,000|
| **Total Equip and Infra District Wide**   |                               | 200,000|

| Long Hill Admin Building Paving           | Parking Lot and Drainage work | 390,000|
| Long Hill Admin Building Construction     | Build Data Center at High School | 150,000|
| **Total Long Hill Administration Building** |                          | 540,000|

| Bus Garage Paving                        | Parking lot design & permitting | 65,000 |
| Bus Garage Paving                        | Parking lot construction        | 500,000|
| **Total Bus Garage**                     |                               | 500,000|

| **Five year request total**               |                               | 26,381,759|


THIS AGREEMENT, is made as of __________________________, by and between The United Illuminating Company, a corporation specially chartered by the General Assembly of the State of Connecticut having its principal office at 157 Church Street, New Haven, Connecticut (hereinafter called "Owner"), and Town of Trumbull, Owner and Municipality may also be collectively referred to herein as the “Parties” or singularly as a “Party”.

WITNESSETH:

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

WHEREAS, Connecticut General Statute Section 16-233 and the May 17, 2000 Department of Public Utility Control decision in Docket No. 99-03-25RE01 provide each Connecticut municipality with the legal right to attach equipment to “one gain upon each public utility pole”; and

WHEREAS, this Agreement governs the terms and conditions under which Owner agrees to allow Municipality to attach certain specific Facilities (as defined in Article II) to Owner’s utility poles located in Municipality; and

WHEREAS, the Owner is conforming to Conn. Gen. Stat 16-233 regarding municipal gain rights for the Municipality, pursuant to applicable federal, state and local law and the terms of this Agreement, to attach its Facilities (as said term is defined in Article II) to such poles; and

WHEREAS, this Agreement governs the Municipality’s use of its municipal gain to develop, construct and otherwise maintain a private wire-based telecommunications network for the internal use of the Municipality in accordance with applicable federal, state and local law and the terms of this Agreement; and.

WHEREAS, Capitalized terms used herein have the meaning assigned to such terms in Article II; and

WHEREAS, Owner is willing to grant limited and restricted rights to the Municipality pursuant to applicable federal, state and local law and the terms of this Agreement for Municipality to attach its Facilities (as defined below) to such poles provided such attachments will not and do not adversely affect the public service responsibilities or other public utility operations of Owner and provided that Owner is reimbursed for its costs and protected from all liability that may arise therefrom;

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

ARTICLE I

SCOPE

Subject to the provisions of this Agreement, Owner will provide Municipality space for the attachment of Municipality’s equipment and Facilities to Poles within the public right-of-way area included in Municipality’s application. The Municipality understands that Owner and Other Owners jointly own certain Poles, and with respect to such Poles that are jointly owned by Owner and Other Owners, the Municipality shall be responsible for complying with (i) this Agreement and (ii) the terms, conditions, policies, procedures and agreements of such Other Owners.

ARTICLE II

DEFINITIONS

1. **Anchor**
   A facility consisting of an assembly of a rod secured to a fixed object or plate designed to resist the pull of a guy strand or strands.
2. **Approved Overlashing Techniques**
   Has the meaning provided in Article IV, Section 3(A) hereof.

3. **Appurtenance**
   Any article of equipment attached to a point on a Pole not normally occupied by a strand attachment (i.e., equipment cabinets, terminals, conduit, power supplies).

4. **Attachment or Pole Attachment**
   A. An Attachment shall consist of the bolts, lags, screws, extension arms (only with specific approval of Owner on an individual case basis), or other hardware necessary to attach one (1) suspension strand or Cable to a Pole, which has been approved by Owner pursuant to the terms of this Agreement or authorized by PURA.

   B. Two (2) or more suspension strands attached using the same bolts, lags, screws, extension arms, or other hardware shall be considered two (2) or more Attachments, as applicable. For illustrative purposes, the construction techniques shown in Exhibit F, Page 1 and Exhibit F, Page 2 constitute two Attachments; and the construction technique shown in Exhibit F, Page 3 hereto constitutes one Attachment.

   C. Hardware and brackets utilized to attach an amplifier, power supply, or other Appurtenance attachment shall be considered one (1) Attachment per each twelve (12) inches (30.48 cm) of linear Pole space occupancy.

5. **Cable**
   Copper conductors or fiber optic filaments encased in any suitable jacketing or sheath.

6. **Communication Gain**
   That portion of utility poles below the “safety space” as designated by the National Electric Safety Code.

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

8. **Facilities or Municipality’s Facilities**
   The Cables and all associated equipment, hardware, Attachments, Overlashings and Appurtenances of Municipality (i) which Owner has authorized to be attached to one or more Poles pursuant to the terms of this Agreement and (ii) which have been installed for the sole use of the Municipality for any lawful purpose. The singular term for Facilities is “Facility”.

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

10. **Law**
    Any and all applicable federal, state and local laws, rules and regulations, orders, ordinances of a governmental authority, including but not limited to orders, rules, tariffs, policies, procedures and regulations of the Connecticut Public Utility Regulatory Authority (“PUR”) or its predecessor(s) and successor(s) (“DPUC”) and Connecticut General Statute 16-233, including but not limited to PURA’s January 12, 2000 decision in Docket No. 99-03-25 concerning municipal use of poles and conduits, PURA’s September 29, 2004 decision in Docket No. 03-03-07 concerning public utility structures and poles within municipal rights of way, PURA’s April 30, 2008 decision in Docket No. 07-02-13 concerning the pole attachment make-ready process, PURA’s October 8, 2014 decision in Docket No. 11-03-07 concerning the appointment of a third party statewide utility pole administrator. All references herein to said DPUC decisions include all amendments, supplements and clarifications thereto resulting from DPUC decisions and/or from DPUC-monitored working groups.
11. **Make-Ready Work (Initial/Additional)**
   All work performed by Owner and/or Frontier, including but not limited to, rearrangements and/or transfers of existing facilities, replacement of a Pole or any other work required to accommodate the attachment of Municipality's Facilities to a Pole. Similar work required after initial attachment to a Pole solely because of the existence of the Municipality's attachments shall be referred to as "additional Make-Ready Work".

12. **Municipal Gain**
   A single position within the communications gain on a Pole reserved for municipal or Department of Transportation use in accordance with the terms of Connecticut General Statutes § 16-233 and the conditions detailed in applicable Law, including but not limited to, all applicable tariffs, regulations and orders of the PURA.

13. **Municipality**
   The person, corporation or other legal entity authorized by the Owner under this Agreement to attach its Facilities to Poles and the party responsible for compliance with applicable Law and Owner's rules, tariffs, policies, procedures and regulations regarding such accommodations. The term "Municipality" shall be construed to include a municipal Board of Education, public school department, regional school district which provides education or fire district for the Municipality.

14. **Non-Conforming Construction/Shifting Fee**
   Has the meaning provided in Article VIII of this Agreement.

15. **Other Licensees**
   Any person, corporation, or other legal entity, other than the Municipality herein, to whom Owner and/or Frontier Communications has or hereafter shall extend an authorization to attach Facilities to a Pole.

16. **Other Owners**
   Frontier Communications or its successors and assigns that has joint ownership of Poles with Owner and/or those telephone companies that have authorized Owner to license attachment of Facilities and Appurtenances on such telephone companies’ Poles or jointly owned Poles.

17. **Overlashing**
   A construction method that allows the Municipality to utilize existing Suspension Strand and Cable to place an additional Cable for its own use and that increases the weight or diameter of the existing Suspension Strand and Cable bundle. Lashing of cables performed to respond to emergencies shall not be deemed to constitute Overlashing governed by this Agreement.

18. **Owner**
   The United Illuminating Company ("Owner") and its successors and assigns

19. **Periodic Inspection**
   Inspections conducted by Owner on portions of Municipality's Facilities, to determine that Attachments and Overlashings are authorized and that Attachments are maintained in conformance with this Agreement.

20. **Pole or Utility Pole**
   A pole solely owned or jointly owned by Owner and/or by an Other Owner and used to support Owner’s facilities, as well as the facilities of an Other Owner, Municipality and/or Other Licensees.

21. **Post-Construction Inspection**
   The work operations and functions performed by Owner to measure and/or visually observe Municipality's Attachments, Overlashings and/or Facilities within forty-five days after completion of the construction of such Attachments, Overlashings and/or Facilities, to determine that all Attachments, Overlashings and/or Facilities have been authorized and constructed in conformance with the standards required by this Agreement.
22. **Pre-Construction Survey**
   The work operations and functions performed by Owner to process Municipality’s application for Pole Attachments to the point just prior to performing any necessary Make-Ready Work. There are two elements of the Pre-Construction Survey: 1) field inspection of the existing facilities, and 2) administrative effort required to process the application and prepare the Make-Ready Work order.

23. **Riser Conduit**
   Any plastic or steal rigid or flexible enclosed raceway run vertically up a pole to support and/or protect cable.

24. **Suspension Strand (messenger cable)**
   A metal cable attached to a Pole and used to support facilities.

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

26. **Unauthorized or Non-Conforming Charges**
   Any attachment or overflash that is made prior to the owner giving authorization to the Municipality to install the attachment and/or overflash.

---

**ARTICLE III**

**PERMITS AND CONSENTS**

1. **Permits and Consents**
   A. The Poles covered by this Agreement shall be only such Poles, within the public right-of-way area defined by Municipality’s application(s), as may be amended, which are owned in whole or in part by Owner. Connecticut General Statute Section 16-233 and the May 17, 2000 DPUC decision in Docket No. 99-03-25RE01 provide Municipality with the right to attach Facilities to “one gain upon each public utility [P]ole” in accordance with applicable Law. Municipality shall be responsible for obtaining from Other Owners, private and/or public authority any necessary easement, right of way, license, permit, permission, certification or franchise, if any, which is required by applicable Law to construct, operate and/or maintain its facilities on private and public property at the location of the Pole to which Municipality seeks to attach its Facilities. The Owner does not warrant the validity or apportionability of any rights it may hold to place Facilities in the public right-of-way and on private property. This Agreement is made with the Municipality on an “AS IS” basis, subject to applicable Law and existing and future rights of third parties, if any; Owner makes no representation, covenant or warranty as the quality of, scope of, and title to, the rights granted to Municipality under this Agreement.

   B. Poles are used and are to continue to be used primarily for the Owner's present and future purposes and for the present and future purposes of Other Owners; provided, however, Connecticut General Statute Section 16-233 and the May 17, 2000 DPUC decision in Docket No. 99-03-25RE01 provide Municipality with the right to attach Facilities to “one gain upon each public utility [P]ole” in accordance with applicable Law. Any licenses for Attachments and/or Facilities under this Agreement are personal to Municipality and are not for use by any entity other than Municipality for its own business purposes unless otherwise agreed to in writing by Owner.

   C. Municipality understands and agrees that Owner is a public service company whose operations are governed by, among other things, Connecticut statutes and regulations as well as rules, regulations and orders of the DPUC (“Rules”). Accordingly, all of the terms and conditions contained in this Agreement are subject and secondary to Owner’s obligations as a public service company as well as any and all obligations, restrictions, or conditions that are placed upon Owner in connection with such Rules. In the event of a conflict between Owner’s obligations under this Agreement and Owner’s obligations as a public service company, including but not limited to complying with the Rules, Owner’s public service obligations and the Rules shall prevail and govern.
2. **Requirement to Construct and Maintain a Pole and Anchor**

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

**ARTICLE IV PROCEDURES**

1. **Application for Authorization**

   A. Owner agrees with Municipality to provide space on an “AS IS” basis to allow attachment of its Facilities to any Poles, within its municipal boundaries, for which Owner has the power and privilege of granting licenses within Owner’s operating territory in the State of Connecticut in accordance with all applicable Law.

   B. Whenever the Municipality wishes a license to attach its Attachments and Facilities to any Poles, it shall make an application electronically using the Licensor’s designated software or on the forms, copies of which are appended to this Agreement as Exhibits A and B. The forms in Exhibits A and B should only be used if the electronic system is inapplicable or unavailable. The Municipality shall specify the location of the Pole or Poles involved and shall specify what Attachments and Facilities it wishes to attach to each Pole. Municipality must receive authorization from Owner prior to commencing any attachment work. Municipality shall furnish Owner with such engineering data as requested by Owner including whether services charged at the telecommunications rate under Connecticut law are being carried. Each application shall include the Application Fee as set forth in Article VIII, Rates and Charges. Municipality shall file applications for such authorizations in blocks of 400 Poles or fewer in a continuous run. If multiple applications are filed at one time, Municipality shall designate a desired priority.

   C. Owner shall process applications, perform any required engineering and surveys, perform any Make-Ready Work, and perform any other required functions on a first come first serve basis and in accordance with the PURA’s April 30, 2008 decision in Docket No. 07-02-13 and applicable Law. Owner shall be under no obligation to grant any authorization, or if an authorization has already been granted, may cancel any such authorization on sixty (60) days' written notice, if in Owner's judgment reasonably exercised the grant (i) would be or is in non-compliance with applicable Law or the requirements and specifications as denoted in Article IV, Section 6, or (ii) in instances of insufficient capacity, or for reasons of safety, reliability, or generally applicable engineering standards.

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

   (ii) In accordance with the PURA’s April 30, 2008 decision in Docket No. 07-02-13, Owner shall have forty-five (45) days from (i) Owner’s receipt of a completed Pole Attachment application and all required application fees from Municipality and (ii) Municipality’s satisfaction of the applicable provisions in this Agreement to prepare an estimate of the Make-Ready Work that is necessary to process Municipality’s Pole Attachment application.

2. **Process Governing Proposed Overlash by Municipality**

   A. Municipality shall be entitled to Overlash if it complies with the requirements of Exhibit G hereto, use an Overlashing technique that is consistent with the Overlashing techniques shown in Exhibit G hereto and the resulting tension of any Overlashed bundles shall not exceed 60% of the usable heavy load in accord with NESC Rule 251 (“Approved Overlashing Techniques”) after providing at least 14 days prior written notice thereof to Owner (the “Notice Period”); and at the end of the Notice Period Municipality shall be entitled to Overlash to such Attachments unless (prior to the expiration of the Notice Period) Owner has identified a safety, engineering or Pole loading concern with
Municipality’s proposal, in which case the proposed Overlash shall be placed on hold until Owner’s concern is addressed, but if Owner concern is not addressed then the proposed Overlash shall be placed on hold pending the results of the dispute resolution process in Article IX, Section 12 hereof. Each written notice from Municipality seeking to Overlash shall (i) identify the specific Poles impacted by the proposed Overlashing, including the identification number that appears on each such Pole, (ii) a diagram or drawing of the Overlashing technique to be utilized and a signed certification from the Municipality that the Overlashing technique is an Approved Overlashing Technique, (iii) the weight and dimensions of each cable sought to be Overlashed onto existing Attachments, (iv) calculations showing the messenger will not exceed 60% of the loading in accord with NESC Rule 251, (v) results of pole loading calculations for each pole the new Overlash will be installed, (vi) verification that all existing cables that are be overlashed too are active in service cables, and (iv) such other technical information as Owner may reasonably request after Owner has received and reviewed Municipality’s notice of proposed Overlashing. If all of the information in i-vii above is not submitted as part of the overlash notice or if make ready work is required to accommodate the proposed overlashing, the overlash will need to follow the normal wire attachment application process including timeframes and fees. Overlashing performed without prior notice to Owner shall be considered an unauthorized Attachment. Overlashing performed after the effective date of this Agreement without complying with the requirements of this Agreement shall be subject to the Unauthorized Attachment/Un-noticed Overlashing Fee described in Article IV, Section 8. No overlashing can be installed over existing facilities that are no longer active or in service.

3. Service Drops

Cable run from a single pole to a customer premise is not required to follow the normal application process if the installation meets the following criteria (i) the cable is not going pole to pole, (ii) the pole the cable is initiating from has an existing attachment which the cable will be spliced/connected too, (iii) the cable is self-supporting and less than ½” in diameter, (iv) the length of the cable run is less than 150 feet, (v) the cable is not connected to the pole with a through bolt, (vi) there are not more than two existing service drops from the pole to the premise, and (vii) all clearances in NESC section 23 are met. If all these conditions are not met the service drop will need to follow the normal wire attachment application process including timeframes and fees.

4. Riser Conduit

All poles that riser conduit is to be attached shall be identified as part of the Municipality’s attachment application. The Owner will approve the conduit location if the Owner determines the conduit cannot be located on the proposed pole the Owner will propose to the Municipality an alternative location. Municipality shall not trench to or install any conduit to a pole until approval has been given by Owner.

5. Standards & Specifications for Attachments, Facilities and Overlashing

(i) Technical Standards Governing Municipality’s Attachments, Overlashings and Facilities. Municipality's Attachments, Overlashings and Facilities shall be placed, maintained, relocated or removed in accordance with the requirements and specifications of applicable Law, the current editions of the Bell Operating Companies Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA), the Environmental Protection Agency (EPA), the DPUC and the Department of Environmental Protection (DEP), any town ordinances, and the rules and regulation of any other governing authority having jurisdiction. Municipality's activities and Municipality's Attachments, Overlashings and Facilities shall also comply with Owner’s standards, polices, practices and procedures governing pole attachments, including Owner’s safety, reliability, construction and engineering requirements, as may be updated from time to time which are included by reference herein and which shall be applied on a non-discriminatory basis. Where a difference in specification may exist, the more stringent shall apply. Municipality's Attachments, Overlashings and Facilities shall not physically, electronically, inductively, or otherwise interfere with the facilities of Owner, Other Owners and Other Municipality. Municipality shall always maintain a twelve (12) inch (30.48cm) separation from any existing communications facilities, except in the case of Overlashing performed in accordance with the terms of this Agreement.
(ii) Additional Standards Governing Attachments, Facilities and Overlashings.

a. Municipality shall exercise all necessary precautions to avoid damage to facilities of Owner, Other Owners, Other Municipality’s and of others occupying space on said Poles, and hereby assumes all responsibility for any and all loss from damage caused by Municipality. The Municipality shall make an immediate report to Owner of the occurrence of any damage and, within 60 days of Municipality’s receipt of a request for reimbursement, Municipality hereby agrees to reimburse Owner, Other Owners and/or Other Municipality’s, as applicable, for any damage caused by Municipality.

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

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

6. Pre-Construction Surveys and Make-Ready Work

A. A Pre-Construction Survey will be required for each Pole for which attachment is requested to determine the adequacy of the Pole to accommodate Municipality's Facilities, provided that a Pre-Construction Survey is not required for Approved Overlapping Techniques. The field inspection will be performed by representatives of Owner with optional participation by Other Owner(s), Other Licensees and the Municipality. Owner shall use commercially reasonable efforts to provide advance notice to allow such optional participation.

B. In the event the Owner determines that a Pole to which Municipality desires to make Attachment(s), Overlapping(s) and/or attach Facility(ies) is inadequate or that a Pole needs rearrangement of the existing facilities thereon to accommodate Municipality's proposed Attachment(s), Overlapping(s) and/or Facility(ies), the Owner will inform Municipality in writing of the cost of the required Make-Ready Work. Charges for Make-Ready Work shall be as specified in Article VIII, Rates and Charges. Additionally, any costs directly related to the construction and installation of the new Pole, the removal and disposal of the prior Pole, and any other charges and costs incurred by the Other Owners, shall be considered additional Make-Ready Work charges. Notwithstanding the foregoing provisions, if a Pole replacement or Make-Ready work is necessary to accommodate Municipality’s proposed Attachment, Overlapping and/or Facilities to a Pole, then Municipality shall not be charged for the Make-Ready cost associated with such Pole replacement if, and only if, each of the following three conditions are satisfied: (i) Owner owns the Pole or is the designated custodian of said Pole per Owner’s agreement with an Other Owner, (ii) the Pole onto which Municipality wants to attach its Attachment, Overlapping or Facilities was installed by Owner after October 1, 1994 (which is the effective date of an amendment to Conn. Gen. Stat. Section 16-233 that provides Municipality with access to one 12-inch gain on a Pole) (iii) when such Pole was installed by Owner after October 1, 1994 one 12-inch gain space on the Pole was not reserved for the Municipality.

C. Owner shall specify the point of attachment on each of the Poles to be occupied by Municipality's Attachments and Facilities. Where multiple Attachments and Facilities are involved from the Municipality and other third parties seeking to attach to Poles, the Owner will attempt, to the extent practical, to designate the same relative position on each Pole for each of Municipality's Attachments and Facilities.
D. Municipality shall have forty-five (45) days from the receipt of written notification from Owner of the costs of Make-Ready Work to accept and pay all Make-Ready Work costs; provided, however, that if Owner receives a request from an Other Licensee for an authorization to attach to a Pole for which a written notification of Make-Ready Work costs has been sent to Municipality, then Municipality must accept the Make-Ready Work costs, within fifteen (15) days after receipt of notification from Owner of the other attachment request or by the end of the forty-five (45) day period, whichever period of time is shorter.

E. In accordance with the DPUC’s April 30, 2008 decision in Docket No. 07-02-13, Owner shall have forty-five (45) days from (A) Owner's receipt of full payment of the charges for Make-Ready Work and (B) Municipality’s satisfaction of the applicable provisions in this Agreement to complete Owner's Make-Ready Work that is necessary to process Municipality’s Pole Attachment application; provided, however, that (X) if any Other Owner or any third party must perform make-ready work in order to accommodate Municipality’s proposed Pole Attachment, then (i) Owner shall use commercially reasonable efforts to coordinate Owner's Make-Ready Work with the make-ready work of such other entities so that such other entities have sufficient time within said 45-day period to perform their respective make-ready work and (ii) Owner is not responsible for any delays in the performance of Owner’s Make-Ready Work if such delays are attributable to the failure of Other Owner(s) and/or any third party to timely perform shift or perform make-ready work on the facilities of such Other Owner(s)’ and/or third party(ies); (Y) the DPUC's April 30, 2008 decision in Docket No. 07-02-13 extends such 45-day period by an additional 35 days if any Pole replacement is required to facilitate Municipality's proposed Pole Attachment; and (Z) Page 19 of the DPUC’s April 30, 2008 decision in Docket No. 07-02-13 further extends such 45-day period (or 80-day period pursuant to subsection (Y) above) in the event “special situations . . . (e.g., inclement weather and emergency situations)” exist. For small job applications as identified by the DPUC Order in Docket No. 07-02-13 Owner and Municipality shall follow the procedure, if any, approved by the working group process arising out of DPUC Docket No. 07-02-13 or another DPUC docket.

F. If the Owner, or Other Owner, requires modifications to its facilities including, but not limited to, the replacement of a Pole, and if such modifications would not be necessary except for the Municipality's Attachment and/or Facilities, subject to Article IV subsection 7b, such modifications shall be additional Make-Ready Work and the Municipality shall pay the costs for such additional Make-Ready Work in accordance with the provisions of Article VIII, Rates and Charges. Subject to Article IV subsection 7b, additional Make-Ready Work necessitated by changes in the electric or communication utility needs of Owner or an Other Owner will be billable to Municipality when necessitated in addition to the presence of Municipality Facilities.

G. Upon notice from Owner, Municipality shall promptly perform (within the time period specified by Owner) any make-ready work necessary on Municipality’s Attachments, Overlashings and/or Facilities to accommodate an Other Licensee’s attachment to a Pole and each such Other Licensee shall pay all costs for such make-ready work, provided, however, that Municipality is responsible for invoicing each such Other Licensee and collecting from each such Other Licensee payment for the costs incurred by Municipality to perform said make-ready work. Owner shall not be liable for any such expense. If Municipality fails to perform such make-ready work within the time period specified by Owner, then Owner shall have (i) the right to assess the Non-Conforming Construction/Shifting Fee in accordance with Article VIII, Rates and Charges or (ii) the right, but not the obligation, to perform the make-ready work and charge Other Licensee the cost of performing such work. Notwithstanding the forgoing, the Municipality shall have the right to enter into separate agreements in which such Municipality may authorize the Other Owners, Owner, Other Licensees or third parties to perform the make-ready work on its behalf.

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

I. Municipality shall notify Owner in writing before adding to, relocating, replacing, adjusting or otherwise modifying its Attachments, Overlashings and/or Facilities on a Pole, provided that the
notification process for Overlashing shall be governed by, and is set forth in, Section IV(3A) of this Agreement.

J. All tree trimming made necessary, by Municipality's proposed Attachments, Overlashings and/or Facilities shall be performed by Municipality or its contractors at the sole cost and expense of Municipality. All tree trimming done on a maintenance basis shall be the responsibility of Owner.

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

7. Inspections of Municipality’s Facilities

A. Except for the use of Approved Overlashing Techniques performed following notice to Owner pursuant to Article IV, Section 3A, Municipality shall provide written notice to Owner, at least twenty (20) days in advance of starting work, of the exact Pole locations where Municipality proposes to place its Attachments and Facilities. Municipality shall also notify Owner in writing within five (5) days of the date(s) of attachment of Municipality’s Attachments and/or Facilities to the Poles.

B. Owner reserves the right to make Post-Construction and Periodic Inspections (of any part or all) of Municipality’s Facilities, Overlashings and/or Attachments attached to a Utility Pole.

C. The making of Post-Construction and/or Periodic Inspections or the failure to do so shall not operate to relieve Municipality of any responsibility, obligation or liability specified in this Agreement.

D. The costs of inspection made during construction and/or the initial Post-Construction Inspection are included in the Make-Ready Work charges. The costs of Periodic Inspections or any inspections found necessary due to the existence or potential existence of substandard, non-conforming or unauthorized Attachments, Overlashings and/or Facilities are the responsibility of the Municipality. Costs attributable to Periodic Inspections for unauthorized Attachments, Overlashings and/or Facilities, or non-conforming conditions, will be charged to the party responsible for the unauthorized Attachments, Overlashings and/or Facilities, or non-conforming condition in addition to Unauthorized or Non-Conforming Charges.

8. Non-Conforming Conditions

A. (i) Any Attachment, Overlashing or Facility of Municipality that does not comply with the requirements of Article IV, Section 6(i) shall be deemed to be “non-conforming” and any Overlashing that does not meet the requirements of Article IV, Section 3 shall be deemed to be “non-conforming”. Municipality shall be obligated to correct any non-conforming conditions within thirty (30) days of the date of the written notice from Owner and shall perform such correction itself or designate an Other Municipality to perform such correction (but no such designation of an Other Licensee to perform such work shall relieve Municipality of its obligations hereunder); provided, however, that: (A) the Municipality shall remedy each such non-conforming condition within the accelerated time period specified by Owner if Owner determines that the non-conforming condition (i) constitutes a material threat to the public safety or the safety of Owner's employees, Other Owner's employees or Other Licensees, (ii) interferes with the performance of Owner's or Other Owner's service obligations, (iii) poses an immediate threat to the physical integrity of the Pole plant or (iv) must be corrected sooner than 30 days per applicable Law, including the DPUC's April 30, 2008 decision in Docket No. 07-02-13, then Municipality shall remedy each such non-conforming condition within the accelerated time period specified by Owner; and (B) if any non-conforming condition is deemed by Owner to not be “material”, then Municipality shall have a total of 180 days to correct such non-conformance. Notwithstanding the foregoing, where correction cannot reasonably be completed within the applicable time period, Municipality shall be obligated to commence correction within thirty (30) days and to work diligently to complete correction as promptly as possible.
(ii) If the Municipality fails to correct any such non-conforming condition which does not comply with the requirements of this Agreement within the applicable time period then: (A) the Municipality’s authorization to attach its Attachments, Overlashings and/or Facilities to the Poles in question shall be revoked forthwith, regardless of whether Municipality has activated the Attachments, Overlashings and/or Facilities attached to said Poles, and Municipality shall remove its Attachments, Overlashings and/or Facilities from said Poles in accordance with the provisions in Article VII, Revocation of Authorizations, and/or (B) Owner shall have the right, but not the obligation, to correct said conditions and Municipality shall pay to the Owner the cost of performing such work.

B. When such non-conforming conditions pose a material threat to the public safety or the safety of Owner's employees, Other Owner's employees or Other Licensees, interfere with the performance of Owner's or Other Owner's service obligations, or pose an immediate threat to the physical integrity of the Pole plant, Owner may perform such work and/or take such action that Owner deems necessary upon notice when practicable to Municipality and without any liability to Municipality or its customers. If prior notice is not practicable, Owner shall notify Municipality as soon as reasonably practicable after taking any such action. The cost of said work and/or actions shall be borne by Municipality.

C. Municipality shall be liable to Owner for the Non-Conforming Construction/Shifting Fee set forth in Article VIII, Rates and Charges, for each Attachment, Overlash and Facility for each day beyond the applicable time period described in Article IV, Section 9a that the non-conforming condition remains uncorrected subject to the cap established herein.

9. Unauthorized Attachments/Un-Noticed Overlash

A. Municipality must receive prior written authorization from Owner for any of the following:

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

(ii) Assignment of authorization as provided in Article IX, Section 9.

(iii) With respect to Overlashing, Municipality must provide prior written notice to Owner, as more particularly described in Article IV, Section 2A hereof and other applicable provisions of this Agreement. Absent such written notice the Owner may charge an Unauthorized Attachment Fee per Pole for each unauthorized Attachment, Facility and/or Overlash, as specified in Article VIII, Rates and Charges, without prejudice to its other rights or remedies under this Agreement. Further, the Owner will require the Municipality to submit, in writing, an application for all unauthorized Attachments, Overlashings and/or Facilities. If such application is not received by the Owner within forty five (45) days after Municipality’s receipt of written notice by the Owner of the unauthorized condition, then Owner shall be entitled to remove each such unauthorized Attachment, Overlash and/or Facility unless such removal by Owner shall cause an immediate and bona fide risk to public safety.

B. No act or failure to act by Owner with regard to any unauthorized Attachment, Facility, and/or Un-noticed Overlash shall be deemed as the authorization of such unauthorized Attachment, Facility, Third Party Overlash and/or Un-noticed Overlash; and, if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by Owner of any of its rights or privileges under this Agreement, or otherwise, provided, however, that Municipality shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized Attachment, Facility, Third Party Overlash and/or Un-Noticed Overlash from its inception.

10. Rearrangements and Shifting

A. (i) Owner may elect to perform all rearrangements and shifting of Municipality's Attachments, Overlashings and/or Facilities as required in emergency or storm restoration conditions, vehicular accidents, threat to general public, public work projects and/or in order to comply with applicable
Law, to accommodate Owner, Other Owners, or Other Licensees, and during normal Pole moves, maintenance, and replacements provided that, to the extent practicable under the circumstances (as determined by Owner), prior notice and an opportunity to perform the rearrangement and shifting is provided to Municipality. With respect to any damage to Municipality's Attachments, Overlashings and/or Facilities caused by Owner during or arising out of an emergency or storm restoration conditions, vehicular accidents, threat to general public, public work projects, Owner shall not be liable therefore unless such damage was caused by Owner's gross negligence or willful misconduct.

(ii) Owner may rearrange and reattach Municipality's Attachments, Overlashings and/or Facilities as needed under emergency conditions, but is under no obligation to do so. If Owner is unable to perform the rearrangement or shifting at its sole determination, in non-emergency conditions, for reasons including but not limited to technical concerns or risk of damage or interference with Municipality's Attachments, Overlashings and/or Facilities, Owner shall contact Municipality and Municipality shall (A) perform any such rearrangement or shifting within the time period required by applicable Law (and if no time period is required by applicable Law then the time period shall be established by mutual agreement of the Parties) and provide notice to Owner of completion of such rearrangement or shifting or (B) authorize an Other Licensee to perform such rearrangement or shifting (but no such designation of an Other Licensee to perform such work shall relieve Municipality of its obligations hereunder). If Municipality fails to perform such rearrangement or shifting and provide notice to Owner of completion within the applicable time period, the Non-Conforming Construction/Shifting Fee as set forth in Article VIII, Rates and Charges, will apply on a daily basis per rearrangement or shift location until notification from the Municipality that the work has been completed.

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

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

D. Municipality shall, after shifting it’s attachments to the new pole, cut the top of the old pole just above the next attachment to be shifted. The Municipality shall remove the cut piece of pole and dispose of it properly. If Municipality fails to remove the cut pole piece and owner is required to remove and dispose of it Municipality will be charged the removal fee as set forth in Article VIII.

11. Removal of Municipality's Facilities

The Municipality must remove its Attachments, Overlashings and/or Facilities from the poles within ninety (90) days from the time that they are no longer in service. IF Owner or other attachers require attachment on these poles and the Municipality's unused Facilities are restricting access Municipality must remove these Facilities within 15 days of being notified.

12. Extraordinary Events

In the event or circumstances beyond the control of either Party, including but not limited to severe storms, natural disasters, or other extraordinary events, which cause damage to Municipality's Attachments, Overlashings and/or Facilities, Owner's facilities, Other Owner's facilities, Other Licensee’s facilities and/or to Poles, or require replacement of Poles, Municipality shall be responsible for removing and/or reattaching its Attachments, Overlashings and Facilities to the Pole(s).

ARTICLE V
OTHER OBLIGATIONS OF MUNICIPALITY

1. Insurance

A. Municipality shall carry insurance policies (including automobile liability) issued by an insurance carrier licensed to operate in the State of Connecticut to protect Owner as named or additional insured, from and against any and all claims, demands, actions, judgments, costs, and/or expenses,
including attorney's fees, and liabilities which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage for the amounts specified as follows:

B. The amounts of such insurance:

(i) against liability due to injury or to death of persons shall be not less than $1,000,000 as to any one person and $1,000,000 as to any one occurrence, and

(ii) against liability due to damage to property shall be not less than $1,000,000 as to any one occurrence.

C. In each application the Municipality submits to the Owner hereunder for permission to attach Attachments and/or Facilities to Poles, the Municipality shall also carry such insurance as will protect Municipality from all claims under any Worker's Compensation Law in effect that may be applicable. Owner, its corporate parent and each of their respective trustees, officers, directors, employees and attorneys shall be named as additional insureds on such policy(ies) of insurance, except for Workmen's Compensation insurance coverage. Provided, however, notwithstanding the foregoing requirements, the Municipality shall be excused from compliance with the above-mentioned requirement to provide proof of insurance coverage in each application the Municipality submits to the Owner hereunder if the Municipality has already timely provided Owner with written proof of the insurance coverage required under this Article V at the same time that Municipality has timely sent its payment to Owner for the most recent semi-annual rental charges/rates, if any, owed by Municipality to Owner.

D. All insurance must be effective before the Owner shall issue authorizations for attachment of Municipality's Attachments, Overlashings and Facilities to any Pole, and shall remain in force as long as Municipality’s Attachments, Overlashings and Facilities remain attached to any Pole. In the event that Municipality shall fail to maintain the required insurance coverage, the Owner may pay any premiums thereon falling due and the Municipality shall reimburse the Owner for any such payments made.

E. Municipality shall submit to the Owner certificates by each company insuring Municipality for all liabilities of Municipality referred to hereunder. Municipality's insurance policies shall provide that insurer shall endeavor to provide Owner and Other Owner with ten (10) days prior written notice of the cancellation or amendment on any such policy of insurance. In addition, Municipality shall provide with (10) days prior written notice of the cancellation or amendment of any such policy of insurance.

F. Municipality shall promptly advise the Owner of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Municipality's Facilities on Poles by Municipality or its assigns, agents and/or employees. Copies of all accident reports and statements related to such claims made to the insurer by the Municipality, or others, shall be maintained and made available to the Owner upon request.

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

ARTICLE VI
LIABILITY AND DAMAGES

1. Municipality (each an “Indemnifying Party”) shall indemnify, hold harmless and defend Owner and its officers, directors, employees, attorneys, agents and affiliates (collectively, the “Indemnified Party”) from and against any and all claims, demands, causes of action and costs (including reasonable attorney's fees) (“Claims”) for any damages to property or persons caused by the acts or omissions
of the Indemnifying Party, its agents, contractors, employees or sublicensees; provided, however, that
the indemnification obligations set forth in this Section VI(1) are limited to Claims arising out of, or
associated with, the subject matter governed by this Agreement. An Indemnified Party shall notify the
Indemnifying Party of any such claims, demands, causes of action and costs as soon as is reasonably
practicable and shall cooperate in the defense of such matters.

2. In the event Municipality's Attachments, Overlashings and/or physically or electronically
damage or interfere with Owner's, Other Licensee's or Other Owner's facilities, Municipality shall promptly
repair or shall be liable for all expenses to correct such damage or interference including but not limited to
any reimbursement claim from customers of Owner, Other Licensees or Frontier Communications for
such physical or electronic damage.

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

4. Except for Owner's gross negligence or willful misconduct, Owner assumes no liability of
any kind for the interruption of Municipality's services during any removal, maintenance, pole
replacement, rearrangement, or shifting provided for under this Agreement. Owner assumes no liability
for failure to inspect any Attachments Overlashings and/or Facilities.

5. Municipality acknowledges and agrees that it will not assert any defense based on
sovereign immunity or governmental immunity to any claim by the Owner to enforce or interpret any of the
Municipality's contractual obligations set forth in this Agreement. Provided, however, that this subsection:
(a) shall not be construed to afford Owner with any remedies not otherwise contemplated expressly
herein such as indemnity and/or contribution with respect to claims brought against owner by third parties;
and (b) does not constitute a waiver of any municipality's right to invoke sovereign or governmental
immunity with regard to claims by any third party plaintiff against a municipality for a municipality's failure
to correct material safety concerns..

ARTICLE VII
REVOCATION OF AUTHORIZATIONS

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

   A. the Municipality's Attachment(s), Overlashing(s) and/or Facility(ies) are maintained or
      used in violation of any Law, regulation or in aid of any unlawful act or undertaking; or

   B. the Municipality ceases to have authority to construct and operate its Attachment(s),
      Overlashing(s) and/or Facility(ies) on public or private property at the location of the particular Pole
      covered by the authorization; or

   C. the Municipality fails to comply with any of the terms and conditions of this
      Agreement or defaults in any of its obligations hereunder and the applicable cure period, if any, has
      expired; or

   D. the Municipality attaches to a Pole or Overlashes without having first been issued
      written authorization therefore or Overlashes without providing the requisite notice; or


PROPRIETARY INFORMATION
E. the Municipality, subject to the provisions specified in Article IX, Section 5, Assignment of Rights, should cease to provide its services; or

F. the Municipality’s Attachment(s), Overlapping(s) and/or Facility(ies) are used by a non-municipal entity that is not a party to this Agreement and who have not been authorized by Owner as specified in Article IV, Section 6, Unauthorized Attachments/Overlashings or Article IX, Section 10, Assignment of Rights; or

G. the Municipality sublicenses or apportions part of an Attachment(s), Overlapping(s) and/or Facility(ies) to a non-municipal entity that is not a party to this Agreement, or permits another non-municipal entity to Overlash to its Facilities, as specified in Article IX, Section 5, Assignment of Rights.

2. Owner will promptly notify the Municipality in writing of any instances cited in Article VII Section 1, upon its determination of the same. The Municipality shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to Owner within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Municipality fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to Owner within the time stated above, in addition to any other rights of Owner under this Agreement, Owner may elect to (i) terminate the authorizations granted hereunder for Poles as to which such non-compliance continues to occur or (ii) cure Municipality’s non-compliance, in which case Municipality shall reimburse Owner (within 30 days of Owner’s request for reimbursement) for all costs incurred by Owner to cure Municipality’s non-compliance with Article VII, Section 1, and Municipality shall indemnify Owner from any damage caused to Municipality’s Attachment(s), Overlapping(s) and/or Facilities and/or other property resulting from Owner’s curative actions except that such indemnification shall not extend to any damage directly resulting from Owner’s willful misconduct or gross negligence.

3. This entire Agreement and all authorizations and rights as granted under provisions of this Agreement may be immediately revoked by Owner if:

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

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

C. Any authorization which may be required by any Law, governmental or private authority for the construction, operation and maintenance of the Municipality's Attachment(s), Overlapping(s) and/or Facility(ies) on a Pole is denied, revoked, or canceled.

D. Upon notice from Owner to the Municipality that the use of any Pole or Poles is forbidden by Law and/or federal, or state authorities, permission to attach to such Pole or Poles shall be immediately revoked and the Attachment(s), Overlapping(s) and/or Facility(ies) of the Municipality shall be removed at once from the affected Pole or Poles by the Municipality.

4. Municipality may at any time remove its Attachment(s), Overlapping(s) and/or Facility(ies) from a Pole after first giving Licensor written notice of Municipality’s intention to so remove. Before any Attachment(s), Overlapping(s) and/or Facility(ies) can be removed from a Pole, Municipality shall notify Licensor electronically using the Licensor’s designated software or on the forms in Exhibits C and D identifying each Pole affected by Municipality’s request to remove. The forms in Exhibits C and D should only be used if the electronic system is inapplicable or unavailable.

5. In the event of termination of any of the Municipality's authorizations hereunder, the Municipality will remove its Attachment(s), Overlapping(s) and/or Facility(ies) from the Poles within ninety (90) days of the effective date of the termination; provided, however, that Municipality shall be liable for and pay all fees and charges pursuant to provisions of this Agreement to Owner until Municipality's Attachment(s), Overlapping(s) and/or Facility(ies) are actually removed from the Poles. If the Municipality
fails to remove its Attachment(s), Overlashing(s) and/or Facility(ies) within the specified period, Owner shall have the right, but not the obligation, to remove such Attachment(s), Overlashing(s) and/or Facility(ies) at the Municipality's expense and without any liability on the part of Owner for damage or injury to such facilities or interruption of Municipality's services. In the event Owner removes any of Municipality's equipment from Poles pursuant to this Section, Owner may hold such equipment as security for the payment of any sums due under this Agreement or may sell such equipment at a public or private sale without notice to the Municipality or may turn such equipment over to the Municipality, or may do any combination of these things. In the event that Owner sells any of the Municipality's equipment, Owner shall apply the proceeds to the payment of sums due under this Agreement and shall turn the balance, if any, over to the Municipality.

6. When Municipality's Attachment(s), Overlashing(s) and/or Facility(ies) are removed from a Pole, no attachment to the same Pole shall be made until the Municipality has first complied with all of the provisions of this Agreement as though no such Pole attachment had been previously made and all outstanding charges due to Owner for such Pole attachment have been paid in full.

ARTICLE VIII
RATES AND CHARGES

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

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

1. Agreement Establishment Fee

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

2. Application Fee

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

3. Unauthorized Attachment/Overlashing Fee

   (a) The Unauthorized Attachment Fee specified in Exhibit E will be charged on a per Pole basis for any (i) unauthorized Attachment, unauthorized Facility and any un-noticed Overlashing made by a Municipality after the Effective Date of this Agreement or (ii) unauthorized use of a Pole Attachment by a Municipality after the Effective Date of this Agreement.

   (b) (i) Owner will not charge the Overlash Fee in Exhibit E when Municipality seeks to overlash another Attachment owned by Municipality, as long as (A) a notice has been submitted pursuant to Article IV, Section 2, seeking approval to Overlash so that Owner can determine whether the proposed Overlashing would adversely impact the Pole system, and (B) the Owner determines that the proposed Overlashing does not fall outside of the vertical space or footprint reserved for the Municipality’s original Attachment; and (ii) Owner will charge the Overlash Fee in Exhibit
4. Charges for Make-Ready Work, Rearrangement/Shifting, Periodic Inspection

Make-Ready Work charges shall be billed and shall be payable up to forty-five (45) days prior to the commencement of work on individual Poles, according to the current Schedule of Rates in Exhibit E. Make-Ready Work Charges for proposed Attachments will reflect Owner’s provision of Post-Construction Inspections; and Owner shall separately invoice and collect from the Municipality the cost of Owner’s Post-Construction Inspections for Overlashings. Rearrangement/Shifting charges and Periodic Inspection charges incurred by Owner for Attachments and Overlashings will be billed according to the current Schedule of Rates in Exhibit E.

5. Bill Detail

Bill data requests will be handled on an individual case basis at the written request of Municipality.

6. Non-Conforming Construction Fee

The Non-Conforming Construction/Shifting Fee specified in Exhibit E, will be charged on a per day and per Pole basis for (a) any non-conforming construction performed by the Municipality after the Effective Date which is not brought into conformance within the applicable time period identified in Article IV, Section 7 or (b) for any failure to timely perform rearrangements and shifting as set forth in Article IV, Section 9 or (c) pursuant to Article IV, Section 5G for Municipality’s failure to timely shift or perform make-ready work on pre-Effective Date or post-Effective Date Municipality Attachment(s), Overlashing(s) and/or Facility(ies) in order to accommodate a request to attach to Pole(s) by any third party in accordance with the make-ready work and pole shifting time periods set forth in applicable Law, including in PURA’s April 30, 2008 decision in Docket No. 07-02-13, as amended; provided, however, notwithstanding the foregoing, (y) Municipality’s total Non-Conforming Construction/Shifting Fee for an individual Attachment and/or Overlashing to a Pole shall not exceed the cap established by PURA in Exhibit H.

7. Payment of Rates and Charges

Unless otherwise provided elsewhere in this Agreement, Municipality shall pay all rates and charges, as specified in the Agreement, within thirty (30) days from the dates of billing thereof. If Municipality disputes any amount invoiced by Owner, Municipality shall make payment of the invoice in full and shall notify Owner in writing of the disputed amount. Municipality may dispute any amount within ninety (90) days after the date that payment has been made. Municipality shall include any documentation supporting its position in such written notification. The Parties shall work together to resolve the dispute in an expeditious manner. In the event the dispute is resolved in the favor of the Municipality, or Owner, then the other Party shall include interest calculated at the rate set forth above in Article VIII, Rates and Charges.

8. Amounts Due to Other Owners

Any references in this Agreement to payment, compensation, or reimbursement due to Other Owners are separate from the rates and charges set forth in this Article VIII, and Exhibit E, and shall remain payable by Municipality regardless of the rates and charges described herein.
9. **Amendment of Rates and Charges**

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

**ARTICLE IX**

**GENERAL TERMS AND CONDITIONS**

1. **Compliance with Applicable Laws**

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

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

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

2. **Rights in Poles**

   No use, however extended, of a Pole or payment of any fee or charge required hereunder shall create or vest in the Municipality any ownership or property right in any such Pole; provided, however, Owner acknowledges that Connecticut General Statute Section 16-233 and the May 17, 2000 DPUC decision in Docket No. 99-03-25RE01 provide Municipality with the right to attach Facilities to “one gain upon each public utility [P]ole” in accordance with applicable Law. Owner and the Other Owners, as applicable, are and shall remain the owners of all Poles, Anchors and Guy Strands covered by this Agreement.

3. **Other Agreements**

   Nothing contained herein shall be construed as a limitation, restriction, or prohibition against the Owner with respect to any agreement(s) and arrangement(s) which the Owner has entered into, or may in the future enter into, with others not covered by this Agreement, except that authorizations for Attachments existing at the time of such future agreements or arrangements shall not be diminished.
4. **License Not Exclusive**

   Nothing herein contained or elsewhere shall be construed as a grant of any exclusive license, right or privilege to Municipality. Owner shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Poles covered by this Agreement.

5. **Assignment of Rights**

   Municipality shall not assign, or transfer any authorization granted herein, or Overlash or permit Overlashing by another party, and any such authorization shall not inure to the benefit of Municipality's successors or assigns without the prior written consent of the Owner. In the event such consents are granted by the Owner, the provisions of this Agreement shall apply to and bind the Municipality's successors and assigns. The Municipality cannot sub-license any of its rights hereunder to any third party.

6. **Terminable Agreement**

   Unless previously terminated pursuant to its terms, this Agreement shall continue in effect until six (6) months after written notice of termination for convenience is given by either Party to the other Party; provided, however, that the termination of this Agreement by either Party (a) shall not waive or release the contractual obligations of each Party that arose or accrued under this Agreement prior to such termination and/or (b) shall not waive, release or impair the Municipality's rights under Connecticut General Statute 16-233.

7. **Waiver of Terms and Conditions**

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

8. **Entire Agreement**

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

9. **Notices**

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

   Owner: The United Illuminating Company
   100 Marsh Hill Road
   Orange, CT 06477
10. **Taxes**

If Owner is assessed or charged any state or municipal tax (including any real property tax or personal property tax) attributable to the presence of the Municipality’s Attachments, Overlashings and/or Facilities on Poles, then the Municipality shall be responsible for promptly causing the applicable taxing authority to (a) exempt the Owner from such tax or (b) re-issue an invoice for any such tax directly to the Municipality; provided, however, the Municipality is not responsible for any federal or state income tax imposed on Owner resulting from the fees and charges paid by Municipality to Owner under this Agreement.

11. **Governing Law**

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

12. **Survival**

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

13. **Dispute Resolution**

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

14. **List of Exhibits**

Exhibit A: Structure Access Request
Exhibit B: Pole Data Sheet
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

Licensee: Town of Trumbull

By: Vicki A. Tesoro ________________
Signature: _________________________
Title: First Selectman _____________
Date: _____________________________

THE UNITED ILLUMINATING COMPANY

By: Charles Eves
Signature: _________________________
Title: Vice President Electric System Operations
Date: _____________________________
EXHIBIT A - Structure Access Request

Customer Application Number: ________________
Date: ________________

To: United Illuminating
Analyst Joint Use Facilities, OP-2A
100 Marsh Hill Road
Orange, Ct 06477-3629

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

In accordance with the terms and conditions of the Pole Attachment License Agreement between ________________ and United Illuminating (UI), application is hereby made for a License to attach communication facilities to _____ poles as indicated on the Pole Data Sheet (Exhibit B) in the municipality of ________________.

Applicant to indicate action below:

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

\[
\frac{(Application\ Fee)}{____}_ + \left( \frac{(Unit\ cost\ per\ Pole)}{____} \times \frac{(#\ of\ Poles)}{____} \right) = \frac{(Total\ Fixed\ Charge)}{____}.
\]

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

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

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

(Billing address for re-occurring lease bill) ____________________________ (Printed)

(City, State & Zip code) ____________________________ (Title)

(____ ) ___ - _______ ext. _______ (Telephone Number) ____________________________ (Date)

(Office address if different) ____________________________ (E-Mail Address)

(City, State & Zip code) ____________________________ (To Be Completed BY UI)

(____ ) ___ - _______ ext. _______ (Telephone Number)

(UI License Number ___________________ is hereby granted as of ___________20__, for attachment to such of the poles indicated on the reverse hereof or as attached hereto as have not been stricken from the list. This license is issued under the terms and conditions of the Pole Attachment License Agreement.

THE UNITED ILLUMINATING COMPANY

By ________________

Signature ________________
Title ________________

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

Customer Application Number: ________________
Date: ________________

Sheet 1 of ___

Municipality: ____________

Requested number of poles required for attachments in this application: _____  Applicant Map Number: _______

<table>
<thead>
<tr>
<th>Municipality Pole #</th>
<th>Street</th>
<th>Pole Owner</th>
<th>Proposed Attachment</th>
<th>Weight per foot or each?</th>
<th>Make Ready Req’d? (Y or N)</th>
<th>Other Co Work Req’d? (Y or N)</th>
<th>Description of Make Ready Work and Additional Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

Analyst Joint Use Facilities, OP-2A
100 Marsh Hill Road
Orange, Ct 06477-3629
EXHIBIT C

Notification of Removal of Pole Attachment By Municipality

To: United Illuminating
Analyst Joint Use Facilities, OP-2A
100 Marsh Hill Road
Orange, Ct 06477-3629

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

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

Billling address for re-occurring lease bill) (Printed)

(City, State & Zip code) (Title)

(____) ______- ext. (Date)
(Telephone Number) (E-Mail Address)

(Office address if different)

(City, State & Zip code)

(____) ______- ext.
(Telephone Number)

Receipt of the above notice is hereby acknowledged -

(Signed)

(Printed)

>Title)

(Date)
**EXHIBIT D**

*Pole Data Sheet – Removals*

<table>
<thead>
<tr>
<th>Municipality Pole #</th>
<th>Location</th>
<th>Pole Owner</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## EXHIBIT E FOR MUNICIPAL ATTACHERS
### SCHEDULE OF RATES
#### FOR STANDARD POLE ATTACHMENTS

1. Pole Attachment License Fee: $0² per Pole, per Year
2. Overlash Fee: $0² per Pole, per Year
3. Agreement Establishment Fee: $0
4. Application Fee Per Application: $170
   Plus Add’l Fee Per Pole: $56
5. Unauthorized Attachment/Overlashing Fee - Per Pole: $87.00³
6. Non-Conforming Construction/Shifting Fee: $87.00³ Per Pole Per Day
7. Make-Ready Work Charges
   Rearrangement/Shifting Fee
   Periodic Inspection Fee
   Time & Materials⁴
8. Charge for removal of cut pole piece left behind by Municipality: $300.00 Per Piece

---

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

² C.G.S. 16-233 states that Municipality “shall have the right to occupy and use for municipal and state signal wires, without payment therefor, one gain upon each public utility pole . . . installed by a public service company within the limits of any such town, city, borough or district . . .” Pursuant to Section 16-233 and the May 17, 2000 DPUC decision in Docket No. 99-03-25RE01, for each Municipality the (i) Pole Attachment Telecommunications License Fee is $0 for a Pole Attachment installed in “one gain upon each public utility pole” and the Overlash Fee is $0 for each Overlashing installed in “one gain upon each public utility pole” and (ii) the Pole Attachment Telecommunications License Fee is $17.40 per year per pole for each Pole Attachment installed in an additional gain upon each public utility pole (“Additional Gain”) and the Overlash Fee is $17.40 per year per pole for each Overlashing installed in an Additional Gain.

³ These fees/charges are subject to the then-current cap established by PURA. see exhibit H.

⁴ Permitted by the September 29, 2004 DPUC decision in Docket No. 03-03-07, DPUC Decision in Re Public Utility Structures and Poles Within Municipal Rights of Way (stating “that Conn. Gen. Stat. §16-233 does not exempt any and all costs incurred by the pole custodian in providing the gain [to a municipal attacher]. The Department therefore required the Town of Manchester to pay for the make ready cost of providing the gain.”)
Exhibit F

See attached 3 Diagrams of Certain Attachments (1 Diagram Showing one Attachment and Two Diagrams showing 2 Attachments)
Exhibit F, Diagram 1
Exhibit F, Diagram 2
Exhibit G

Pursuant to Section IV2(A) hereof, Municipality may follow this procedure for Overlashing upon providing Licensor with 14 days prior notice if (i) the Overlashing is performed consistent with the Approved Overlashing Techniques shown in the attached diagrams and (ii) the resulting tension of any Overlashed bundles shall not exceed 60% of the usable heavy load in accord with NESC Rule 251. The Municipality’s existing Cable and Strands as well as the Municipality’s proposed new Cable cannot exceed the size and weight shown on the tables below, (iii) all the existing cables being overlashed too are active in-service cables and (iv) the poles that are being overlashed too are not currently overloaded or will not become overloaded with the new Overlash.

PROCEDURE-

a) Municipality shall perform (at Municipality’s expense) a self pre-survey of all routes where it proposes to Overlash new Cable to its existing licensed Attachment(s) and provide written or electronic results of such survey (in a format that is reasonably acceptable to Licensor) to Licensor at least fourteen days prior to the installation of the proposed new Overlashing.

b) Municipality shall provide fourteen (14) days advance notice, in writing, to Licensor prior to Overlash work being started. Such notice shall (i) identify the specific Poles impacted by the proposed Overlashing, including the identification number that appears on each such Pole, (ii) a diagram or drawing of the Overlashing technique to be utilized and a signed certification from the Municipality that the Overlashing technique is an Approved Overlashing Technique, (iii) the weight and dimensions of each cable sought to be Overlashed onto existing Attachments, (iv) calculations showing the messenger will not exceed 60% of the loading in accord with NESC Rule 251, (v) results of pole loading calculations for each pole the new Overlash will be installed, (vi) verification that all existing cables that are be overlashed too are active in service cables, and (iv) such other technical information as Licensor may reasonably request after Licensor has received and reviewed Municipality’s notice of proposed Overlashing.

c) If the requirements in a and b above are not provided as described or if Make-Ready Work is required to accommodate any proposed Overlashing, then the normal application process, fees and time frames will be followed by Licensor and Municipality.

SPECIFICATIONS
Municipality shall conform to the terms and conditions described in Article IV, Section 6(i) of the Agreement, including but not limited to:

The National Electrical Safety Code (NESC)
Part 2 Section 26-261K2 Strength Requirements.
Part 2 Section 25-250 Loading Requirements
NOTE: Not to scale

Calc installed Temp. @ 70 deg F.
Sag is as indicated
Span Lengths: 100', 150', 200' & 250'
1/4" EHS Strand: 6,650 lbs.
NESC Rule 251 - Wind/Ice Loading - Heavy, 1/2" radial @ 0 deg F.

### Bundle

**Number of cables lashed together @ rated tension / usable load**

<table>
<thead>
<tr>
<th>JACKETED CABLE</th>
<th>1/4&quot; - 6.6m EHS Bare Strand = 6,650 lbs</th>
<th>NESC 251-Heavy @ 60% (Usable Load) = 3990 lbs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Span Tension</td>
<td>Calculated Sag =</td>
<td>NESC Tension Results (251-Heavy) =</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Span Lengths</th>
<th>100'</th>
<th>150'</th>
<th>200'</th>
<th>250'</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,365 lbs.</td>
<td>2,047 lbs.</td>
<td>2,729 lbs.</td>
<td>2,843 lbs.</td>
</tr>
<tr>
<td></td>
<td>7.2&quot;</td>
<td>10.8&quot;</td>
<td>14.4&quot;</td>
<td>21.6&quot;</td>
</tr>
<tr>
<td></td>
<td>2,136 lbs.</td>
<td>2,916 lbs.</td>
<td>3,664 lbs.</td>
<td>3,966 lbs.</td>
</tr>
</tbody>
</table>

1/4" - 6.6m EHS strand, weight is .121 lbs per ft

- **.650MC2 coax cable**
  - Nominal OD over jacket: 0.722"
  - Weight = .147 lbs per ft.

- **.750 MC2 coax cable**
  - Nominal OD over jacket: 0.842"
  - Weight = .206 lbs per ft.

- **144 fiber cable**
  - Nominal OD over jacket: 0.71"
  - Weight = .181 lbs per ft.

**Bundle size = 1.641"**
1 Additional Cable

Number of cables lashed together @ rated tension / usable load

JACKETED CABLE

1/4" - 6.6m EHS Bare Strand = 6,650 lbs
NESC 251-Heavy @ 60% (Usable Load) = 3990 lbs.
Span Tension =
Calculated Sag =
NESC Tension Results(251-Heavy) =

<table>
<thead>
<tr>
<th>Span Lengths</th>
<th>100'</th>
<th>150'</th>
<th>200'</th>
<th>250'</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,412 lbs.</td>
<td>2,089 lbs.</td>
<td>2,785 lbs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.5'</td>
<td>13&quot;</td>
<td>17.3&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2,250 lbs.</td>
<td>3,050 lbs.</td>
<td>3,830 lbs.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

144 fiber cable
Nominal OD over jacket: 0.71"
Weight = .181 lbs per ft.

.650MC2 coax cable
Nominal OD over jacket: 0.722"
Weight = .147 lbs per ft.

Bundle size = 1.990"
2 Additional Cables
Number of cables lashed together @ rated tension / usable load

**JACKETED CABLE**

1/4" - 6.6m EHS Bare Strand = 6,650 lbs
NESC 251-Heavy @ 60% (Usable Load) = 3990 lbs.

Span Tension =
Calculated Sag =
NESC Tension Results (251-Heavy) =

<table>
<thead>
<tr>
<th>Span Lengths</th>
<th>100'</th>
<th>150'</th>
<th>200'</th>
<th>250'</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,463 lbs.</td>
<td>2,143 lbs.</td>
<td>2,858 lbs.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10.1</td>
<td>15.5</td>
<td>20.5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2,349 lbs.</td>
<td>3,175 lbs.</td>
<td>3,988 lbs.</td>
<td></td>
</tr>
</tbody>
</table>

1/4" - 6.6m EHS strand, weight is .121 lbs per ft

.650MC2 coax cable
Nominal OD over jacket: 0.722"
Weight = .147 lbs per ft.

.750 MC2 coax cable
Nominal OD over jacket: 0.842"
Weight = .205 lbs per ft.

144 fiber cable
Nominal OD over jacket: 0.71"
Weight = .181 lbs per ft.

Bundle size = 2.259"
3 Additional Cables

Number of cables lashed together @ rated tension / usable load

<table>
<thead>
<tr>
<th>JACKETED CABLE</th>
<th>Span Lengths</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/4&quot; - 6.6m EHS Bare Strand = 6,650 lbs</td>
<td></td>
</tr>
<tr>
<td>NESC 251-Heavy @ 60% (Usable Load) = 3990 lbs.</td>
<td></td>
</tr>
</tbody>
</table>

Span Tension =
Calculated Sag =
NESC Tension Results (251-Heavy) =

<table>
<thead>
<tr>
<th>100'</th>
<th>150'</th>
<th>190'</th>
<th>250'</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,517 lbs.</td>
<td>2,229 lbs.</td>
<td>2,890 lbs.</td>
<td></td>
</tr>
<tr>
<td>11.8&quot;</td>
<td>18&quot;</td>
<td>22.6&quot;</td>
<td></td>
</tr>
<tr>
<td>2,420 lbs.</td>
<td>3,286 lbs.</td>
<td>3989 lbs.</td>
<td></td>
</tr>
</tbody>
</table>

1/4" - 6.6m EHS strand, weight is .121 lbs per ft

144 fiber cable
Nominal OD over jacket: 0.71"
Weight = .181 lbs per ft.

.750 MC2 coax cable
Nominal OD over jacket: 0.842"
Weight = .206 lbs per ft.

.650 MC2 coax cable
Nominal OD over jacket: 0.722"
Weight = .147 lbs per ft.

Bundle size = 2.383"
EXHIBIT H

DPUC-Approved Caps on Municipal Unauthorized Attachment/Overlatching Fees and Non-Conforming Construction/Shifting Fees

For poles that are jointly owned by UI and Frontier, UI will charge 50% of its current attachment rate set in the latest UI rate case decision.

Unauthorized Attachments

1. The mediators believe that the unauthorized penalty cap should be the current annual pole attachment rate determined on a monthly basis and charged for each month of the unauthorized attachment going back to the last pole audit or up to 60 months, whichever time period is shorter. Another way of stating the penalty cap is: for the purpose of determining the penalty, the unauthorized attachment shall be treated as having existed for a period of five (5) years or since the last audit whichever period shall be the shorter; and the fee for any such period shall be calculated at the current attachment rate.

2. The unauthorized pole attachment penalty applies to a 100% UI owned pole. Unauthorized pole attachments on jointly owned poles would be charged 50% of each utilities approved unauthorized pole attachment penalty fee.

3. The unauthorized pole attachment penalty for municipalities would be capped at a maximum of 50 attachments per year.

4. Examples for 100% UI owned poles:
   Example 3
   Municipal Attachment Rate: $17.40/12 months, the penalty is capped at 60 months and 50 attachments per year.
   Penalty = 50 attachments x $17.50/12 months x 60 months = $4350 total cap per year

5. For joint owned poles, UI would charge 50% of the above penalties

Failure to Complete Make Ready Work On Time

6. The penalty should be the annual attachment rate divided by 12, charged on a per day basis and capped at 30 days and $2000/application.

7. Examples for 100% UI owned poles:
   Example 7
   Municipal Attachment Rate  $17.40/year
   10 Attachments Delayed for 20 days
   Penalty = 10 attachments x $17.40/12 x 20 days = $290

   Example 8
   Municipal Attachment Rate  $17.40/year
   10 Attachments Delayed for 40 days
   Penalty capped at 30 days
   Penalty = 10 attachments x $17.40/12 x 30 days = $435
Minimum Municipal Cap: Greater of $140 or total of pole owners’ costs.

8. The Mediator believes that the make-ready timeliness penalty should be allocated between the pole owner and the 3rd party customer being harmed.

9. The pole owner should be allowed to recover its cost for additional administration and follow-up work and time so utility customers do not subsidize additional costs due to delays.

10. The remainder of the penalty revenue should go to the customer who experienced the delay.

11. The penalty charged to third parties and municipalities should be the same.

12. Pole owner customers will not subsidize 3rd party attachment costs.

13. The mediation team is available to assist with any disputes that may rise from this proposal.

14. The results of the cap proposal will be reviewed after 12 months of use.

15. Note: The penalty caps used by Frontier in the past will remain the same and are not affected by this proposal.

¹ These DPUC Approved caps were determined by a PURA mediator as part of CL&P Rate case Docket 09-12-05