

EXHIBIT 1

POLE ATTACHMENT AGREEMENT

DATED February 6, 2004

BETWEEN

VERIZON NEW ENGLAND INC. (LICENSOR)

AND

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, (LICENSOR)

AND

TIME WARNER ENTERTAINMENT CO., L.P., (LICENSEE)

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POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made as of this 6th day of February 2004 between VERIZON NEW ENGLAND INC. organized and existing under the laws of the State of New York, having its principal office at 185 Franklin Street, Boston, MA 02110, and PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, organized and existing under the laws of the State of New Hampshire, having its principal office at 60 West Pennacook Street, Manchester, NH 03105 (either or both hereinafter called "Licensor") and TIME WARNER ENTERTAINMENT CO., L.P., organized and existing under the laws of the State of Delaware, having its principal office in Keene, NH (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee for its own use desires to place and maintain cables, equipment, and facilities on poles of Licensor, specifically in the State of New Hampshire; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of cables, equipment, and facilities by Licensee on Licensor's poles subject to the terms of this Agreement;

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

ARTICLE I - DEFINITIONS

- 1.1 Anchor. A facility consisting of an assembly of a rod secured to a fixed object or plate designed to resist the pull of guy strand, or strands.
- 1.2 Anchor Attachment. A guy strand attached to an anchor solely owned or jointly owned by Licensor or for which Licensor is responsible for authorizing attachments.
- 1.3 Attachments. Any of Licensee's facilities in direct contact with or supported by a utility pole, and/or any article of equipment attached to a point on a pole not normally occupied by a strand attachment (e.g., power supplies, equipment, cabinets, terminals, etc.). For billing purposes an

Attachment is counted for each guy strand and cable supported by a through-bolt and for each article of equipment attached to a Utility Pole.

- 1.4 Attachment Fee. A specified amount revised periodically, billed semi-annually or annually to the Licensee.
- 1.5 Guy Strand. A metal cable of high tensile strength which is attached to a pole and anchor or another pole for the purpose of reducing pole stress.
- 1.6 Joint Owner. A person, corporation or other legal entity having an ownership interest in a pole and/or anchor.
- 1.7 Joint User. A party to whom use of the pole or anchor has been extended by the owner of the facility. The term "Joint User" shall not include Licensees.
- 1.8 Licensee's Facilities. The cable and all associated equipment and hardware owned by the Licensee.
- 1.9 Licensee's Maintenance Work. Work performed by Licensee on its facilities and attachments for repair, replacement and daily servicing of its plant, not associated with any significant overlash or rebuild project.
- 1.10 Make-ready Work. All work, including, but not limited to rearrangement and/or transfer of existing facilities, replacement of a pole or any other changes required to accommodate the attachment of licensee's facilities to a pole or anchor.
- 1.11 Overlash – The act of attaching any single strand, hardware, cable, wires and/or apparatus owned by Licensee to same Licensee's existing strand, hardware, cable, wires and/or apparatus.
- 1.12 Periodic Inspection. Licensor's inspection of Licensee's facilities performed to determine that attachments are authorized and are maintained in conformance with the required specifications in Article VI of this Agreement.
- 1.13 Planning Manager's Area. A geographic area assigned to a Verizon New England Engineer representative. The Planning Manager's Areas are set forth in APPENDIX III.
- 1.14 Pre-construction Survey. There are two elements of the Pre-construction Survey: 1.) field inspection of the existing pole and anchor facilities to

determine any necessary Make-ready Work, and 2.) administrative effort required to process the application and to prepare the charges for Make-ready Work, if applicable.

- 1.15 Post-construction Inspection. Inspection performed to measure and/or to visually observe Licensee's Facilities, during or shortly after completion of construction to ensure the attachment and the installation of the Licensee's Facilities conform to the standards required by this Agreement.
- 1.16 Rebuild. Work other than Licensee's Maintenance Work performed by Licensee to replace, add to or alter its existing attachments or facilities attached to Licensor's poles.
- 1.17 Subsequent Inspections. Inspections performed to confirm the correction of non-conforming conditions, which were observed during Periodic or Post-construction Inspections.
- 1.18 Suspension Strand (Messenger). A metal cable of high tensile strength attached to a pole and used to support facilities.
- 1.19 Unit Cost. A dollar amount subject to periodic revision by Licensor, associated with Pre-construction Surveys, Make-ready Work and Inspections applicable to specific work operations and functions.
- 1.20 Utility Pole. A pole solely owned, jointly owned, or jointly used by the Licensor and used to support its facilities and/or the facilities of an authorized Licensee.

ARTICLE II – SCOPE OF AGREEMENT

- 2.1 Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful purpose, revocable, non-exclusive licenses authorizing the attachment of Licensee's Facilities to Licensor's poles. This Agreement governs the fees, charges, terms and conditions under which Licensor issues such licenses to Licensee. Licensee must obtain separate authorization from, and pay all applicable Fees and Charges to, each Licensor and any Joint Owner or Joint User of any Utility Pole. This Agreement is not in and of itself a license, and before making any attachment to any Utility Pole, Licensee must apply for and obtain a license.
- 2.2 This Agreement supersedes all previous aerial agreements between Licensor and Licensee. This Agreement shall govern all existing licenses between Licensee

and Licensor as well as all licenses issued subsequent to execution of this Agreement.

- 2.3 No use, however extended, of Licensor's pole or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a license.
- 2.4 Nothing contained in this Agreement shall be construed to require Licensor to construct, retain, extend, place, or maintain any pole or other facilities not needed for Licensor's own service requirements.
- 2.5 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor entering into agreements with other parties regarding the poles covered by this Agreement. The rights of the Licensee shall at all times be subject to any existing agreement(s) or arrangement(s) between Licensor and any Joint Owner(s) or Joint User(s) of Licensor's poles.
- 2.6 Nothing contained in this Agreement shall be construed to require Licensor to grant a license where Licensor believes that placement of Licensee's Facilities would interfere with Licensor's existing service requirements, or the use of Licensor's facilities by other parties, or create a hazardous or unsafe condition.

ARTICLE III – FEES AND CHARGES

3.1 General

- 3.1.1 Licensee agrees to pay to Licensor the applicable Attachment Fees and Charges as specified in and in accordance with the terms and conditions of subpart 3.2 of this Agreement and of APPENDIX I, attached hereto and made a part hereof.
- 3.1.2 The Licensor may change the amount of Attachment Fees and Charges specified in APPENDIX I by giving the Licensee not less than sixty (60) days written notice prior to the date the change is to become effective. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such sixty (60) day notice period if the change in Fees and Charges is not acceptable to Licensee.

In order to terminate in this circumstance the Licensee must give Licensor written notice of its election to terminate this Agreement at least sixty (60) days prior to the end of such sixty (60) day notice period or for such other period as the parties may agree in writing. Licensee shall thereafter remove its facilities and attachments in accordance with the process set forth in Article X, subpart 10.3 of this Agreement.

- 3.1.3 Changes in the amount of Attachment Fees and Charges specified in APPENDIX I shall become effective on the date specified by Licensor, subject to the sixty (60) day advance written notice. The changes shall be presumed acceptable unless at least thirty (30) days prior to the end of the sixty (60) day notice period Licensee advises Licensor in writing that the changes are unacceptable and, in addition, submits the issue to the regulatory body asserting jurisdiction over this Agreement for decision. Licensee shall pay the existing Attachment Fees and Charges during the time that the issue is being reviewed by said regulatory body, subject to true-up based on the final determination of rates by said regulatory body plus any interest prescribed by said regulatory body.

Licensor shall provide licensee with an updated APPENDIX I following the effective date of the new Attachment Fees and Charges.

3.2 Attachment Fees

- 3.2.1 Licensees shall pay an Attachment Fee for each attachment made to Licensor's Utility Poles. For the purpose of computing the Attachment Fees due hereunder, the Fee shall be based upon the number of attachments for which licenses have been issued.
- 3.2.2 Attachment Fees are calculated from the first day of the month following the date a license is issued. Fees shall be payable semi-annually or annually in advance, unless otherwise provided. Payment is due within the later of thirty (30) days from the first day of January and the first day of July or thirty (30) days from the date the bill is issued.

3.3 Pre-construction Survey, Make-ready Work and Inspection Charges

- 3.3.1 Licensee shall calculate and pay to Licensor the applicable Pre-construction Survey Charge with its License Application. The License Application forms are set forth in APPENDIX IV, attached hereto and made a part hereof. The Pre-construction Survey Charge shall be calculated based on the rates and formulas set forth in APPENDIX I.

- 3.3.2 Except as provided in Appendix VI, Licensee shall make an advance payment of the applicable Charge to Licensor prior to any performance by Licensor of any Pre-construction Survey, Make-ready Work, Post-construction Inspection or Subsequent Inspection. Where the work to be performed by Licensor is covered by a Unit Cost as described in subpart 3.3.4, the Licensor shall use the Unit Cost for the Charge. Where the work to be performed by Licensor is not covered by a Unit Cost, in whole or in part, the Charge will be based on an estimate of charges. For any charges based on an estimate, the Licensee shall be credited for any amount paid in excess of the Licensor's estimated charges, or shall be billed for any amount in addition to Licensor's estimated charges, as compared to the actual charges as finally computed.
- 3.3.3 Licensee shall make payment to the Licensor within thirty (30) days following the invoice for Periodic Inspections according to subpart 3.3.4 of this Agreement.
- 3.3.4 Pre-construction Survey, Make-ready Work, and Inspection (Post-construction Inspection, Periodic Inspection and Subsequent Inspection) Charges are based upon Unit Costs, where available. Unit Costs are set forth in APPENDIX I of this Agreement and are subject to change from time to time; provided however, the Unit Costs shall not change more frequently than once every twelve (12) months. Any changes in Unit Cost shall not vary by more than five percent (5%) per annum from the existing Unit Cost; provided that in the case of a significant and unforeseen change in circumstances affecting Licensor's costs, Licensor may adjust Unit Cost in excess of 5%. Sixty (60) days prior to any change in Unit Cost in excess of 5%, Licensor shall provide to Licensee a written explanation of the significant and unforeseen change in circumstance for the increase. A significant and unforeseen change in circumstances affecting Licensor's costs include changes in tax laws, accounting changes, and regulatory, judicial or legislative changes that affect the Licensor's costs. A statement of current Unit Costs are set forth in APPENDIX I and changes thereto shall be published at the time of such change.

For work where Unit Costs are not available, such as cable splicing, such costs will be billed on an actual time and material basis plus an amount equal to ten percent (10%) of such costs

3.4 Payment Requirements

- 3.4.1 For any bill rendered by Licensor to Licensee hereunder, except where advance payment is required, payment is due within thirty (30) days from

the date of the bill. Late payment of any bill is subject to a late fee of 1.5% per month applied to the outstanding balance from the due date of the bill. Licensor, at its sole discretion, may change this late fee from time to time during the term of this Agreement to reflect prevailing market conditions.

- 3.4.2 Non payment of any amount due hereunder shall constitute a default of this Agreement, and subject this Agreement to termination under the provisions of Article X.
- 3.4.3 For any bill rendered by Licensor to Licensee for advance payment of Pre-construction Survey Charges or Make-ready Work Charges, hereunder, payment shall be made within thirty (30) days of the bill date. If such advance payment is not received within thirty (30) days, Licensor shall have the right to issue a letter of cancellation no sooner than 15 days thereafter, which will cancel the Licensee's application for the license. Thereafter, if Licensee wishes to proceed, Licensee shall submit a new application for a license, as if it had never submitted the initial application.

3.5 Billing Disputes

- 3.5.1 Where Licensee in good faith disputes a bill or invoice rendered by Licensor, Licensee shall make payment of all portions of said bill or invoice not in dispute as provided in Article III. Where the cumulative amount of all of Licensee's bills or portions(s) of bills in dispute are in excess of \$10,000.00, Licensee shall deposit said cumulative disputed amounts in an interest-bearing escrow account until such time as the disputes are resolved. The disputed amount deposited together with the proportional interest, shall be distributed immediately to Licensor and/or Licensee in accordance with and upon resolution of the dispute. Where the cumulative amount of all of Licensee's bills or portions of bills in dispute are less than or equal to \$10,000.00, Licensee shall make payment to Licensor and shall be rebated an appropriate amount (including interest computed at the prime rate at a bank mutually agreed to by the parties) based on the resolution of the dispute.
- 3.5.2 Where Licensee fails to pay an amount due and owing under this Agreement (including amounts in dispute that are less than or equal to \$10,000) or fails to establish an escrow account for disputed amounts more than \$10,000, or fails to invoke the dispute-resolution procedures set forth in subpart 15.10 of this Agreement within six months of the establishment of amounts disputed in good faith, in addition to all other remedies available to Licensor including termination under provisions of Article X of this Agreement, Licensor may refuse to perform any Survey, Inspection or Make-ready Work for Licensee and may refuse to issue any

license to Licensee until such time as the amount is paid or is deposited in an escrow account.

ARTICLE IV - APPLICATION FOR AND ISSUANCE OF LICENSES

- 4.1 Before Licensee makes an Attachment to any pole, Licensee shall make application for and have received a license therefor in the forms attached in APPENDIX IV. Licensors may update these forms from time to time during the term of the Agreement.
- 4.2 Licensee agrees to limit the filing of applications for pole attachment licenses to include not more than 200 poles on any one application. Licensors reserves the right to limit the filing for pole attachments to no more than 2,000 poles on all applications that are pending approval by Licensors at any one time within a single Planning Manager's Area. Licensee further agrees to designate a desired priority of completion of the Pre-construction Survey and Make-ready Work for each application relative to all other of its applications on file with Licensors at the same time.
- 4.3 Properly completed license applications received by Licensors on the same day from two or more licensees for attachment accommodations on the same pole(s), shall be processed together. All Pre-construction Survey or Make-ready Work required to accommodate the applicants will be completed simultaneously for the benefit of all applicants. All applicants will be rebated with the pro rata share of costs based on the number of applicants.

ARTICLE V – PRE-CONSTRUCTION SURVEY and MAKE-READY WORK

- 5.1 A Pre-construction Survey is required for each pole and anchor for which an attachment is requested to determine the adequacy of the pole and anchor to accommodate Licensee's attachments and facilities. The Pre-construction Survey will be performed jointly by representatives of Licensors, Joint Owner and/or Joint User, and Licensee unless otherwise agreed to by all parties.
- 5.2 Licensors will process all requests for access to poles on a non-discriminatory basis in the order such requests are received.
- 5.3 Within forty-five (45) days of receipt of written notification in the form of a complete license application and the correct Survey Fee payment, Licensors shall perform or have performed a Pre-construction Survey and present the Survey results. The Survey results will contain one of the following statements:

If no Make-ready Work is required, a license shall be issued for the attachment.

If Licensor determines that the pole or anchor to which Licensee desires to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Licensee's Facilities, in accordance with the specifications set forth in Article VI, Licensor will provide Licensee with an itemized invoice for such anticipated Make-ready Work. The Make-ready Work will be performed following receipt by Licensor of advance payment. Upon receipt of the advance payment, Licensor will provide the Licensee with the estimated start and estimated construction completion date of the Make-ready Work.

If Licensor determines that the pole may not reasonably be rearranged or replaced to accommodate Licensee's Facilities for reasons of capacity, safety, reliability or engineering, the Licensor may refuse to grant a license for attachment. Licensor shall provide the specific reason(s) for such denial. Licensor shall not unreasonably exercise the right reserved hereunder.

- 5.4 Licensor shall make every reasonable effort to complete Make-ready Work within six (6) months of receipt of payment for Make-ready Work from Licensee, except for reasons beyond Licensor's control. For applications consisting of six (6) or fewer poles requiring Make-ready Work, and where Verizon is the only party required to perform make-ready work, Verizon will complete the make-ready work within 45 days.
- 5.5 To the extent practicable, Licensor shall provide Licensee, no less than sixty (60) days prior written notice of any modification of poles (such as pole replacement or relocation) other than routine maintenance, or modifications in response to emergencies, or to a request from a governmental authority.

ARTICLE VI - SPECIFICATIONS AND LEGAL REQUIREMENTS

- 6.1 Licensee's Facilities shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the "Blue Book - Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc.; the "National Electrical Code (NEC)", published by the National Fire Protection Association, Inc.; the "National Electrical Safety Code" (NESC), published by the Institute of Electrical and Electronics Engineers, Inc.; and rules and regulations of the U.S. Department of Labor issued pursuant to the "Federal Occupational Safety and Health Act of 1970", as amended, (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.

- 6.2 Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain Licensee's Facilities on public and private property at the location of Licensor's poles. Licensee shall be responsible for obtaining permission from any joint Owner(s) or Joint User(s) of the pole before making any attachment thereto. This permission shall be in the form of a license or other writing.
- 6.3 No license granted under this Agreement shall extend to any of the Licensor's poles where the placement of Licensee's attachments would result in a forfeiture of the rights of licensor, Joint Owner(s), or Joint User(s) to occupy the property on which such poles are located. If placement of Licensee's attachments would result in a forfeiture of the rights of licensor, Joint Owner(s), or Joint User(s) or both, to occupy such property, Licensee agrees to remove its attachments forthwith; and Licensee agrees to pay Licensor, Joint Owner(s) or Joint User(s), or both all losses, damages and costs incurred as a result thereof.

ARTICLE VII - CONSTRUCTION AND MAINTENANCE OF ATTACHMENTS

7.1 General Provisions

- 7.1.1 Licensee shall, at its own expense, construct and maintain its attachments and facilities on Licensor's poles in a safe condition and in a manner acceptable to Licensor. Licensee shall construct and maintain its attachments and facilities so as not to conflict with the use of Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereto.
- 7.1.2 Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by licensee's attachment. Where multiple Licensees' attachments are involved, Licensor shall attempt, to the extent practical, to designate the same relative position on each pole for each Licensee's attachments.
- 7.1.3 Licensee shall provide written notice to the Licensor of the actual dates of attachment within thirty (30) days of the date of attachment so that Licensor may promptly schedule a Post-construction Inspection.
- 7.1.4 Licensee may attach its guy strand to Licensor's existing anchor rod at no charge where Licensor determines that adequate capacity is available; provided that Licensee agrees to secure any necessary right-of-way therefor from the appropriate property owner. Should Licensor, Joint Owner(s) or Joint User(s), if any, for its own service requirements, need to

increase its load on the anchor rod to which Licensee's guy is attached, Licensee will either arrange its guy strand on the anchor rod or transfer it to a replacement anchor as determined by Licensor.

- 7.1.5 Should Licensor, Joint Owner(s), Joint User(s), or other Licensee need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will either rearrange its attachments on the pole or transfer them to a replacement pole as determined by Licensor so that the additional facilities of Licensor, Joint Owner(s) Joint User(s) or other Licensee may be attached.
- 7.1.6 If Licensee does not rearrange or transfer its attachments within fifteen (15) days after receipt of written notice from Licensor requesting such rearrangement or transfer and indicating that such pole is ready for rearrangement or transfer by Licensee, Licensor, Joint Owner(s) or Joint User(s) may perform or have performed such rearrangement or transfer, and, notwithstanding the provisions of subpart 7.1.7, Licensee agrees to pay the cost thereof.
- 7.1.7 Licensee shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is necessitated solely as a result of an additional attachment or modification of an existing attachment sought by another party (including the Licensor, Joint Owner(s) or Joint User(s)) and should be paid for any work it performs to accommodate such request. Where multiple parties join in a modification, each party's proportionate share of the total cost will be based on a ratio of the amount of new space occupied by that party to the total amount of new space occupied by all parties joining in the modification. Licensor shall not be required to use revenue that may result from the use of any additional space resulting from such replacement or rearrangement to compensate parties that paid for the modification.
- 7.1.8 Unless otherwise governed by law, all tree trimming made necessary, in the opinion of the Licensor, by reason of the Licensee's proposed attachments at the time of attachment provided the owner(s) of such trees grant permission to the Licensor, shall be performed by contractors approved by and under the direction of Licensor, at the sole expense of the Licensee.
- 7.1.9 Any such tree trimming that may be required on Licensee's customer's premises, to clear Licensee's cable drop, shall be performed by the Licensee at its expense.

- 7.1.10 Tree trimming needed as a result of adverse weather conditions, such as wind, snow or ice storms, shall be performed by Licensor or its approved contractors. Since such tree trimming benefits Licensor, Licensee and other parties that may be lawfully attached to Licensor's poles, Licensee agrees to negotiate in good faith with the Licensor, on a case-by-case basis, to establish an appropriate sharing of costs associated with the tree-trimming projects.
- 7.1.11 For each new facility attached by Licensee to Licensor's poles, on or after the date of execution of this Agreement, Licensee shall place identification tags on cables located on poles and identification apparatus tags on any associated items of Licensee's Facilities. Licensee shall also place these identification tags when engaged in an Overlash or Rebuild project. Overlashed bundles require one tag per bundle, per Licensee. The requirements for identification tags are set forth in the Blue Book.
- 7.1.12 When Licensor deems it an immediate threat to safety and/or an emergency exists, it may rearrange, transfer, or remove Licensee's attachments to Licensor's poles at Licensee's expense. Licensor shall make reasonable efforts to contact Licensee as circumstances permit.

7.2 Licensee's Routine Maintenance, Overlash, Rebuild Work and Placement of Power Supplies

- 7.2.1 Licensee shall work cooperatively with the local Verizon New England Reimbursable Construction Engineer when performing routine Maintenance Work on its facilities and/or attachments. Cooperative practices shall include a system of notification by phone, facsimile, answering system, or otherwise for scheduling purposes. Any work, which involves six or fewer adjacent spans shall be presumed to be routine Maintenance Work. Significant simultaneous maintenance activity within a geographic area may be deemed by Licensor to be Rebuild activity.
- 7.2.2 Licensee shall follow the procedures set forth in APPENDICES V, VI and VII, hereof, in performing Rebuild or Overlash work and placing power supplies.

ARTICLE VIII - INSPECTION OF LICENSEE'S FACILITIES

- 8.1 The Licensor reserves the right to make Post-construction, Subsequent, and Periodic Inspections of any part or all of Licensee's facilities attached to Licensor's poles and/or anchors. Licensor shall provide Licensee with a copy of any written report of such inspection within thirty (30) days following the inspection. Charges and billing for Inspections as set forth in Article III shall

apply, provided that Verizon New England commences Post-construction and Subsequent Inspections within 90 days after notification from Licensee that the work is complete.

- 8.2 Except as provided in Appendix VI and VII, Post-construction Inspections shall consist of a 10 percent sample of the poles to which the Licensee has attached facilities after completion of work. If Verizon New England determines that the Licensee is not in compliance at greater than 2 percent of the sampled locations, Verizon New England may inspect and bill Licensee to inspect all poles involved in the project. Within ten (10) days of the completion of a Post-construction Inspection, the Licensor shall notify the Licensee in writing of the date of completion of Post-construction inspection and its findings.
- 8.3 Where Post-construction Inspection by the Licensor has been completed and non-complying conditions have been identified, Licensee shall correct any non-complying conditions within thirty (30) days of the date of the written notice from the Licensor. If after said 30-day period Licensee has not corrected all such non-complying conditions, Licensor may notify Licensee that if all such non-complying conditions are not corrected within an additional 30-day period, no further attachment authorizations shall be issued to Licensee until Licensee's facilities are brought into compliance. If corrections are not made by Licensee within 30 days from the second notification by Licensor, the Licensor may perform or have performed such corrections and Licensee shall pay to the Licensor the cost of performing such work.
- 8.4 Licensor may undertake Subsequent Inspections to determine if appropriate corrective action has been taken by Licensee. If the Subsequent Inspection finds continued non-complying conditions, Licensor may perform or have performed corrective action at the sole expense of the Licensee or Licensor may terminate the license pursuant to Article X.
- 8.5 The making of Post-construction, Subsequent and/or Periodic Inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation, or liability specified in this Agreement.
- 8.6 Licensor reserves the right to make Periodic Inspections of all or any part of the attachments or facilities of Licensee at the expense of Licensee, upon sixty (60) days written notice to the Licensee. Periodic Inspections of the entire plant of the Licensee will not be made more often than once every five years unless, in Licensor's judgment, such inspections are required for reasons involving safety or because of an alleged violation by Licensee of the terms of this Agreement. Licensor shall make a reasonable effort to coordinate its Periodic Inspections with any Joint Owner.

ARTICLE IX - UNAUTHORIZED ATTACHMENTS

- 9.1 If any of Licensee's facilities are attached to Licensor's poles without being licensed, Licensor, may recover fees as specified in subpart 9.2, without prejudice to its other rights or remedies under this Agreement, including termination, or otherwise, and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from Licensor of the unauthorized attachment, a pole attachment application. If such application is not received within the specified time period, Licensee shall remove its unauthorized attachments within thirty (30) days of the final date for submitting the required application, or Licensor may remove Licensee's attachments or facilities without liability at the Licensee's expense.
- 9.2 Upon discovery of an unauthorized attachment, Licensee agrees to pay an amount equal to five times the current applicable annual Attachment Fee specified in APPENDIX I times the number of unauthorized attachments. The penalty shall be in addition to all other amounts due and owing to Licensor under this Agreement.

ARTICLE X – TERMINATION

10.1 60-Day Termination

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

- (a) the Licensee's Facilities are maintained or used in violation of any law or in aid of an unlawful act or undertaking;
- (b) the Licensee ceases to have authority to construct and operate its facilities on public or private property at the location of the particular pole or anchor covered by the authorization;
- (c) the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations thereunder;
- (d) the Licensee attaches to a utility pole and/or anchor without having first been issued authorization therefor;
- (e) the Licensee, subject to provisions specified in Article II, ceases to provide its services;

- (f) the Licensee sublets or apports part of the licensed assigned space or otherwise permits its assigned space to be used by an entity or an affiliate not a party to this Agreement.

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

10.2 Immediate Termination

Pole attachment license(s), authorization and/or rights are automatically and immediately terminated by the Licensor if:

- (a) except in circumstances in which Licensor has accepted evidence of self-insurance in accordance with Article XIV, the Licensee's insurance carrier shall at any time notify the Licensor that the policy or policies of insurance as required in Article XIV will be or have been cancelled or amended so that those requirements will no longer be satisfied;
- (b) the Licensee shall fail to pay any sum due under Article III or to deposit any sum required under this Agreement, or shall fail to maintain satisfactory surety as required in Article XII;
- (c) any authorization that may be required by any governmental or private authority for the construction, operation and maintenance of the Licensee's facilities on a pole or anchor is denied, revoked or cancelled.

10.3 General

10.3.1 In the event of termination of any of the Licensee's licenses, authorization and/or rights hereunder, the Licensee shall remove its facilities from the poles and anchors within sixty (60) days of the effective date of the termination; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to provisions of this Agreement to the Licensor until Licensee's facilities are actually removed from the utility pole(s) and anchor(s). If the Licensee fails to remove its facilities within

the specified period, the Licensor shall have the right to remove such facilities at the Licensee's expense and without liability on the part of the Licensor for damage or injury to such facilities or interruption of Licensee services.

10.3.2 When Licensee's facilities are removed from a pole or anchor, no attachment to the same pole or anchor shall be made until the Licensee has first complied with all of the provisions of this Agreement as though no such pole or anchor attachment had been made previously and all outstanding charges due to the Licensor for such pole or anchor have been paid in full.

10.3.3 Any license issued under this Agreement shall automatically terminate when Licensee ceases to have authority to construct, operate and/or maintain its attachments on the public or private property at the location of the particular pole covered by the license. Such automatic termination shall be stayed if the Licensee has sought judicial or regulatory review of the decision that: (1) has acted to terminate such authority or (2) has declared that the Licensee lacks such authority.

10.4 Licensee's Removal of Attachments

10.4.1 Licensee may at any time remove its attachments from a pole or anchor after first giving Licensor written notice of such removal. Licensee shall complete and provide to Licensor the Notification of Discontinuance of Use of Poles as contained in APPENDIX IV hereto. Licensor shall verify and execute such form within thirty (30) days of submission. Billing for the attachment shall cease as of the last day of the month in which verification occurs. Licensor may update this form from time to time during the term of this Agreement.

10.4.2 Following such removal, no attachment shall again be made to such pole until Licensee shall have complied first with all of the provisions of this Agreement as though no such attachment had been made previously.

ARTICLE XI - ASSIGNMENT OF RIGHTS

11.1 Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's affiliates, successors or assigns without the prior written consent of Licensor, which consent shall not be unreasonably withheld; provided, however, no consent of Licensor is required if the Licensee assigns or transfers this Agreement to an affiliate and notifies the Licensor of such assignment or transfer, including any change in the notice address to be provided in accordance with subpart 15.3.

- 11.2 In the event such consent or consents are granted by Licensor, then this Agreement shall extend to and bind the affiliates, successors and assigns of the parties hereto.
- 11.3 Pole space licensed to Licensee hereunder is for the use of the Licensee named in this Agreement only, and Licensee shall not lease, sublicense, share with, convey or resell to any affiliates, subsidiaries, or any others any such space or rights granted hereunder.

ARTICLE XII - SURETY REQUIREMENTS

- 12.1 Upon request of Licensor, a new Licensee, or an existing Licensee that lacks a history of prompt payments shall furnish bond or other satisfactory evidence of financial security in an amount specified as follows in subpart 12.2 to guarantee the payment of any sums which may become due to the Licensor for Attachment Fees due hereunder and any other charges for work performed for Licensee by the Licensor, including the removal of Licensee's facility upon termination of any authorization issued hereunder.
- 12.2 Licensee shall furnish a bond or other security satisfactory to the Licensor in the following amounts: Security in the amount of \$20.00 shall be required for each authorized pole attachment. The total amount of security required hereunder shall not exceed \$300,000 or be less than \$1,000. Security will not be required where Licensee's total attachment authorizations do not exceed ten (10).
- 12.3 If the financial security is in the form of a bond or irrevocable Letter of Credit, such instrument shall be issued by a surety company or bank satisfactory to the Licensor. The instrument shall contain a provision that the surety company or bank will pay Licensor, within the dollar limits of the instrument, any sum demanded by the Licensor as due under the Agreement, whether or not the Licensee contests its liability to pay such sum, and whether or not the Licensor exercises or has exercised any option it may have to terminate. If any such amounts are paid by the surety company or bank, the Licensee shall restore the surety bond or Letter of Credit to the full amount required under this Article, within thirty (30) days after notice of such payment is sent to the Licensee.
- 12.4 The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee.

ARTICLE XIII - LIABILITY AND DAMAGES

- 13.1 Licensor reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a

manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications services arising in any manner, except from Licensor's sole negligence, out of the use of Licensor's poles.

- 13.2 Licensee shall exercise precaution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and Licensee assumes all responsibility for any and all loss from such damage caused by Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.
- 13.3 Licensor shall exercise precaution to avoid damaging the facilities of Licensee. Licensor shall make an immediate report to Licensee of the occurrence of any such damage and agrees to reimburse the respective parties for reasonable, direct costs incurred in making repairs.
- 13.4 Except to the extent as may be caused by the negligence of Licensor, Licensee shall defend, indemnify and save harmless Licensor against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against Licensor, by reason of:
- (a) any work or action done upon the poles licensed hereunder or any part thereof performed by Licensee or any of its agents, contractors, servants, or employees;
 - (b) any use, occupation, condition, operation of said poles or any part thereof by Licensee or any of its agents, contractors, servants, or employees;
 - (c) any act or omission on the part of Licensee or any of its agents, contractors, servants, or employees, for which Licensor may be found liable;
 - (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by Licensee or any of its agents, contractors, servants, or employees;
 - (e) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement;

- (f) payments made under any Workers' Compensation Law or under any plan for employees disability and death benefits arising out of any use of the poles by Licensee or any of its agents, contractors, servants, or employees;
- (g) the erection, maintenance, presence, use, occupancy or removal of Licensee's Facilities by Licensee or any of its agents, contractors, servants, or employees or by their proximity to the facilities of other parties attached to Licensor's poles; provided that Licensee shall defend, indemnify, and save harmless Licensor against and from any and all such liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses brought, made or asserted by any of Licensee's agents, contractors, servants, or employees of any of Licensee's contractors or agents; or by
- (h) any and all such liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses brought, made or asserted by any of Licensee's agents, contractors, servants, or employees of any of Licensee's contractors or agents.

13.5 Licensee shall indemnify, save harmless and defend Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's attachments, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's poles, or otherwise.

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

ARTICLE XIV - INSURANCE

- 14.1 Licensee and its subcontractors (if any) agree to purchase and maintain during the term hereof all insurance and/or bonds required by law or this Agreement including without limitation:
 - (a) Commercial General Liability Insurance (including, but not limited to, premises-operations, explosion and collapse, underground hazard, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury) with limits of at least \$2,000,000. combined single limit for each occurrence. (Limits may be satisfied with primary and/or excess coverage.)

- (b) Commercial Automobile Liability with limits of at least \$2,000,000. combined single limit for each occurrence.
 - (c) Workers' Compensation insurance as required by Statute, and Employer's Liability insurance with limits of not less than \$1,000,000. per occurrence.
- 14.2 All insurance must be in effect before Licensor will authorize Licensee to make attachment to Licensor's pole(s) and shall remain in force until such Attachments have been removed from all such poles.
- 14.3 Licensee shall annually submit to Licensor satisfactory evidence of such insurance by an ACORD Form or other satisfactory form in general use by the insurance industry for each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; and that such certificates will name the Licensor as an additional insured under the public liability policy and that it will not cancel or change any such policy of insurance issued to Licensee except after giving of not less than sixty (60) days written notice to Licensor. In the case of a self-insured Licensee, Licensor may elect to accept satisfactory evidence of such self-insurance in lieu of the ACORD Form.

ARTICLE XV - GENERAL PROVISIONS

15.1 Authorization Not Exclusive

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any pole covered by this Agreement.

15.2 Failure to Enforce

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

15.3 Notices

APPENDIX II sets forth where written notices required under this agreement shall be sent to Licensor and Licensee. Notice shall be acceptable in the following forms: first class mail, or if time-sensitive, facsimile followed by first

class mail or overnight mail with receipt. Licensee shall complete APPENDIX II and submit it to Licensor with this Agreement.

15.4 Severability

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions. If the invalid or unenforceable provision or provisions shall be considered an essential element of this Agreement, the parties shall promptly attempt to negotiate a substitute therefor.

15.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth where the Licensor's poles are located, as set forth in this Agreement, without regard to the principles of conflicts of law. All actions under this Agreement shall be brought in a court of competent subject-matter jurisdiction of the county of the capital of such State or Commonwealth or a regulatory agency with subject-matter jurisdiction, and both parties agree to accept and submit to the personal jurisdiction of such court or regulatory agency. Licensee also agrees to submit to the jurisdiction of any court in the United States wherein an action is commenced against Licensor based on a claim for which Licensee has indemnified Licensor hereunder.

15.6 Compliance with Laws

The parties hereto shall at all times observe and comply with, and the provisions of this Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances, or regulations remain in effect.

Licensee agrees to indemnify and hold harmless Licensor for, from and against and defend Licensor against, any loss or damage sustained because of Licensee's noncompliance hereunder.

15.7 Survival

All rights and obligations hereunder granted or incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of this Agreement shall survive such cancellation, termination, or expiration.

15.8 Use of Information

Licensee may provide to Licensor license applications and business plans of its future needs for pole attachments. Such information will allow Licensor to better forecast personnel and equipment requirements. However, as to business plans, such information shall be deemed for use as advance planning purposes only, and no obligation shall be created that Licensor hire personnel or purchase equipment, or Licensee submit license applications for the pole attachments. Such information shall be used only by such employees or contractors of Licensor who have responsibilities relating to the administration of, or to work to be performed under, this Agreement and said employees shall treat such information as Licensor treats its own confidential information of similar type and value. Licensor's obligations hereunder shall not extend to any information that are now available to the public or become available by reason of acts or omissions not attributable to Licensor.

15.9 Access to Records

Licensor, upon receipt of written request, shall provide access to Licensor's pole records in accordance with "Job Aid For Requests To Records" attached hereto as APPENDIX VIII. Licensor may update this form from time to time during the term of this Agreement.

15.10 Dispute Resolution

In the case where Licensee claims that a term or condition is unjust or unreasonable, Licensee shall submit a complaint to the Manager-License Administration Group, specifying all information and its argument relied on to justify its claim. Licensor shall provide a written response to such complaint within 10 business days after receipt of the complaint. Such response shall specifically address all contentions made by Licensee. If Licensee continues to have issues, it may request a meeting with Manager-License Administration Group to discuss such issues. Such meeting shall be held within five (5) business days. If the Licensee is not satisfied with the results of such meeting, it may file a complaint with the regulatory body of competent jurisdiction.

15.11 Emergency Conditions

All parties shall work cooperatively in the case of an emergency to restore service to their respective customers.

ARTICLE XVI – TERM OF AGREEMENT

Except as provided below, this Agreement shall remain in effect; provided, however, that the Licensor may, no less than two years from this date and upon written notice, require the Licensee to engage in good-faith negotiations with the Licensor to amend the Agreement to comport with regulatory changes or obligations. If the parties cannot agree to an amendment, they shall submit the matter to the regulatory agency with jurisdiction to resolve the matter. The Agreement may be terminated by Licensee by written notice of termination no less than 30 days prior to the effective date of such termination; provided, however, that such early termination shall not become effective until the Licensee has discontinued all existing licenses and has removed any and all facilities. The Agreement may be terminated upon written notice by the Licensor if, within one year from this date, the Licensee has placed no facilities on the Licensor's poles in accordance with the Agreement.

Upon execution, this Agreement cancels and supercedes all previously executed Agreements between the parties. Upon execution, this Agreement cancels and supercedes all previously executed Agreements between Time Warner Entertainment Co., L.P., Warner Cable Communications, Inc., Public Service Company of New Hampshire and Verizon New England Inc

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

Licensor: **VERIZON NEW ENGLAND INC.**

By: S. Mercer
(Print Name) Susan Dyer Mercer

(Title) for Director Outside Plant Engineering

(Date) 2/4/04

Licensor: **PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE**

By: J. Libby
(Print Name) John G. Libby

(Title) Director of Energy Delivery

(Date) 9/29/03

Licensee: **TIME WARNER ENTERTAINMENT CO., L.P.**

By: C. Graviss

(Print Name) CHRISTOPHER S. GRAVISS
(Title) VP ENGINEERING

(Date) 1/26/04

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VERIZON NEW ENGLAND INC.

APPENDICES

- I. ATTACHMENT FEES and CHARGES
- II. NOTICE ADDRESSES
- III. PLANNING MANAGER'S AREA
- IV. LICENSE APPLICATIONS FORMS
 - Application and Pole Attachment License Form 1
 - Authorization for Field Survey Work Form 2
 - Itemized Pole Make-ready Work and Charges Form 3
 - Authorization for Pole Make-ready Work Form 4
 - Licensee Itemized Self Survey Form 5
 - Notification of Discontinuance of Use of Poles Form 6
 - Project Management Request Form 7
 - Licensee to RCE Notification Form 8
 - Power Supply Schematic Form 10
- V. REBUILD
- VI. OVERLASH BY LICENSEE TO THEIR OWN FACILITIES
- VII. POWER SUPPLIES
- VIII. JOB AID FOR REQUESTS TO RECORDS

APPENDIX I

ATTACHMENT FEES and CHARGES VERIZON NEW ENGLAND Inc.

2. Attachment Fees

Annual Attachment Fees are as follow:

State	JO/JU	Sole Owned
MA	\$2.40	\$4.80
ME	\$4.80	\$9.60
NH	\$4.84	\$9.67
RI	\$3.32	\$6.64

VT ATTACHMENT FEES and CHARGES Effective January 01, 2002

- \$3.82** Cable Television Operators (not providing local exchange telephone service) - per attachment, per Verizon-VT jointly owned or used pole, per year.
- \$7.64** Cable Television Operators (not providing local exchange telephone service) - per attachment, per Verizon VT solely owned pole, per year.
- \$15.28** Other Attaching Entities (excluding Cable Television Operators not providing local telephone service) - per attachment, per Verizon VT solely owned pole, per year.
- \$ 7.64** Other Attaching Entities (excluding Cable Television Operators not providing local exchange telephone service) - per attachment, per Verizon-VT jointly owned or used pole, per year.

For poles in Burlington Electric Department service territory only:

- \$3.44** Cable Television Operators (not providing local exchange telephone service) - per attachment, per Verizon VT jointly owned or used pole, per year.
- \$6.88** Other Attaching Entities (excluding Cable Television Operators not providing local exchange telephone service) - per attachment, per Verizon VT jointly owned pole, per year.

Attachment Fees are calculated from the first day of the month following the date the license is issued.

Fees shall be payable semi-annually in advance, unless otherwise provided. Payment is due within the later of thirty (30) days from the first day of January and the first day of July or thirty (30) days from the date the bill is issued.

APPENDIX I

ATTACHMENT FEES and CHARGES

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

1. Attachment Fees

Annual Attachment Fees are as follows:

State	JO/JU	Sole Owned
NH	\$4.10	\$8.20

Attachment Fees are calculated from the first day of the month following the date the license is issued.

Fees shall be payable **semi-annually** in advance, unless otherwise provided. Payment is due within the later of thirty (30) days from the first day of January and the first day of July or thirty (30) days from the date the bill is issued.

APPENDIX II

NOTICE ADDRESSES

Licensor – Verizon New England Inc.

All Notices are to be sent to:

Verizon New England Inc.
Manager - License Administration Group
185 Franklin Street, Room 503
Boston, Massachusetts 02110
Attention: Patricia A. Capewell
Title: Specialist
Tel: 617-743-5724
Fax: 617-743-8785

Licensor – Public Service Company of New Hampshire

All Notices are to be sent to:

Public Service Company of New Hampshire
60 West Pennacook Street
Manchester, NH 03105
Attention: Mr. Russel D. Johnson
Title: Supervisor, Distribution Projects
Tel: 603-634-3440
Fax: 603-634-3550

Licensee – Time Warner Entertainment Co., L.P.

All Notices will be sent to the contacts as listed in the following Customer Profile form:

For Notices and Renewals:

Mr. Thomas Casey
Attn: Legal Department
11 Eagle Court
Keene, NH 03431

For Invoices and Licensing

Mr. Thomas Casey
Attn: Billing Department
11 Eagle Court
Keene, NH 03431

A blank form may also be utilized to provide Verizon with updated notice addresses as necessary. Please send updated information to:

Verizon New England Inc.
Specialist, License Administration Group
185 Franklin Street, Room: 503
Boston, MA 02110

VERIZON NEW ENGLAND INC.

DATE: _____

Customer Profile

son Negotiating Agreement _____

(Name of person we may contact if there are questions)

LICENSEE NAME _____

State of Incorporation _____

(legal company name in which you are registered in the state to do business)

Municipality(ies) for which contacts below apply:

(Please use multiple pages as required)

Address where <u>Legal Notices</u> are to be sent:	Address where <u>Insurance Notices</u> are to be sent:
Contact Name	Contact Name
Title	Title
Address	Address
City, State, Zip	City, State, Zip
Attention:	Attention:
Tel # E-mail address	Tel # E-mail address
Fax #	Fax #
Address where <u>Automatic License Requests</u> are to be sent:	Address where <u>Poles/ Conduit Rental Bills</u> are to be sent:
Contact Name	Contact Name
Title	Title
Address	Address
City, State, Zip	City, State, Zip
Attention:	Attention:
Tel # E-mail address	Tel # E-mail address
Fax #	Fax #
Address where <u>Transfer Notices</u> are to be sent:	<u>Person to notify in emergency</u> of damaged plant:
Contact Name	Contact Name
Title	Title
Address	Address
City, State, Zip	City, State, Zip
Tel # E-mail address	Tel # E-mail address
Fax #	Fax #

Please utilize this form to update as necessary, and send to:

This form has been completed by: _____

Telephone No.: _____

VERIZON NE - License Administration

125 High St., Room 1406

Boston, MA 02110

Tel # 1 800 641-2299, Fax # 1 617 743-8785

APPENDIX III

State and Municipalities Covered by this Agreement broken down by Planning Manager's Area

Massachusetts

The following list includes all municipalities served by Verizon from the State of Massachusetts with the exception of those served over the boundary from Vermont and Rhode Island. See Vermont and Rhode Island for municipalities served from Vermont and Rhode Island. Other municipalities are served by independent Telephone Companies.

Metro-South Ma (Boston Metro Areas)

BOSTON *	DORCHESTER	MILTON	SCITUATE *
BRAINTREE	DOVER *	NORWELL *	SOMERVILLE *
BROOKLINE*	HINGHAM	NORWOOD *	WEST ROXBURY
CANTON *	HOLBROOK *	QUINCY	WESTWOOD
COHASSET	HULL	RANDOLPH	WEYMOUTH
DEDHAM *	MATTAPAN	ROSLINDALE	

North Ma (Cambridge-Somerville & Brookline-Newton Areas)

ARLINGTON	CAMBRIDGE	MEDFORD *	WATERTOWN
BEDFORD *	CHESTNUT STREET	NATICK *	WAYLAND *
BELMONT	DEDHAM *	NEEDHAM	WELLESLEY *
BOSTON *	DOVER *	NEWTON	WESTON
BROOKLINE *	LEXINGTON	SOMERVILLE *	WINCHESTER
BURLINGTON *	LINCOLN *	WALTHAM	WOBBURN *

Northeast Ma (Lawrence-Lowell & Malden-North Shore Areas)

AMESBURY	GLOUCESTER	MUNIS	TOPSFIELD
ANDOVER	GROTON *	NAHANT	TYNGSBORO
ARBLEHEAD	GROVELAND	NEWBURY	WAKEFIELD
BEDFORD *	HAMILTON	NEWBURYPORT	WENHAM
BEVERLY	HAVERHILL	NORTH ANDOVER	WEST BOXFORD
BILLERICA	IPSWICH	NORTH READING	WEST NEWBURY
BOSTON *	LAWRENCE	PEABODY	WESTFORD *
BOXFORD	LOWELL	PEPPERELL *	WILMINGTON
BURLINGTON *	LYNN	READING	WINTHROP
CARLISLE *	LYNNFIELD	REVERE	WOBBURN *
CHELMSFORD	MALDEN	ROCKPORT	
CHELSEA	MANCHESTER	ROWLEY	
DANVERS	MARBLEHEAD	SALEM	also includes...
DRACUT	MEDFORD *	SALISBURY	East Kensington, NH *
DUNSTABLE *	MELROSE	SAUGUS	Hampton, NH *
ESSEX	MERRIMAC	STONEHAM	Kensington, NH *
EVERETT	METHUEN	SWAMPSCOTT	Seabrook, NH *
GEORGETOWN	MIDDLETON	TEWKSBURY	South Hampton, NH

Massachusetts Continued...

Southeast Ma (Brockton & Cape Areas)

ABINGTON	DIGHTON	MARION	ROCKLAND
ACUSHNET	DUXBURY	MARSHFIELD	SANDWICH
AQUINNA	EAST BRIDGEWATER	MASHPEE	SCITUATE *
AVON	EASTHAM	MATTAPOISETT	SHARON *
BARNSTABLE	EASTON	MIDDLEBORO	SOMERSET *
BASS RIVER	EDGARTOWN	NANTUCKET	STOUGHTON
BERKLEY	FAIRHAVEN	NEW BEDFORD	SWANSEA *
BOURNE	FALL RIVER	NORTON *	TAUNTON
BREWSTER	FALMOUTH	NORWELL *	TISBURY
BRIDGEWATER	FREETOWN	OAK BLUFFS	TRURO
BROCKTON	GAY HEAD	ORLEANS	WAREHAM
BUZZARDS BAY	HALIFAX	PEMBROKE	WELLFLEET
CARVER	HANOVER	PLYMOUTH	WEST BRIDGEWATER
CHATHAM	HANSON	PLYMPTON	WEST TISBURY
CHILMARK	HARWICH	PROVINCETOWN	WESTPORT
CUTTYHUNK ISLAND	HOLBROOK *	RAYNHAM	WHITMAN
DARTHMOUTH	KINGSTON	REHOBOTH *	YARMOUTH
DENNIS	LAKEVILLE	ROCHESTER	

Central Ma (Framingham & Worcester Areas)

ACTON	DUDLEY	LUNENBURG	OXFORD
ASHBURNHAM	DUNSTABLE *	MANSFIELD	PAXTON
ASHBY	EAST BROOKFIELD	MARLBORO	PEPPERELL *
ASHLAND	EAST DOUGLAS	MAYNARD	PETERSHAM
ATHOL	ERVING *	MEDFIELD	PHILLIPSTON
ATTLEBORO *	FITCHBURG	MEDWAY	PLAINVILLE
AUBURN	FOXBORO	MENDON *	PRINCETON
AYER	FRAMINGHAM	MILBURY	REHOBOTH *
BARRE	FRANKLIN	MILFORD	ROYALSTON
BEDFORD *	GARDNER	MILLBURY	RUTLAND
BELLINGHAM *	GRAFTON	MILLIS	SHARON *
BERLIN	GROTON *	NATICK *	SHERBORN
BOLTON	HARVARD	NEW SALEM *	SHIRLEY
BOXBORO	HOLDEN	NORFOLK	SHREWSBURY
BOYLSTON	HOLLISTON	NORTH ATTLEBORO *	SHUTESBURY *
BRIMFIELD *	HOPEDALE	NORTH BROOKFIELD	SOUTHBORO
BROOKFIELD	HOPKINTON	NORTH GRAFTON	SOUTHBRIDGE
CANTON *	HUBBARDSTON	NORTHBORO	SPENCER
CARLISLE *	HUDSON	NORTHBRIDGE	STERLING
CHARLTON	LANCASTER	NORTHFIELD *	STOW
CLINTON	LEICESTER	NORTON *	STURBRIDGE
CONCORD	LEOMINSTER	NORWOOD *	SUDBURY
DOUGLAS	LINCOLN *	OAKHAM	SUTTON
DOVER *	LITTLETON	ORANGE	TEMPLETON

Massachusetts Continued...

Central Ma (Framingham & Worcester Areas) Continued...

TOWNSEND	WAYLAND *	WEST BROOKFIELD *	WORCESTER
UPTON	WEBSTER	WESTBORO	WRENTHAM *
UXBRIDGE	WELLESLEY *	WESTFORD *	
WALPOLE	WENDELL *	WESTMINSTER	
WARWICK	WEST BOYLSTON	WINCHENDON	

Western Ma (413 Area)

ADAMS	GILL	MONTEREY	SPRINGFIELD
AGAWAM	GOSHEN	MONTGOMERY	STOCKBRIDGE
ALFORD	GRANBY	MT WASHINGTON	SUNDERLAND
AMHERST	GRANVILLE	NEW ASHFORD	TOLLAND
ASHFIELD	GREAT BARRINGTON	NEW BRAINTREE	TYRINGHAM
BECKET	GREENFIELD	NEW MARLBORO	WALES
BELCHERTOWN	HADLEY	NEW SALEM *	WARE
BERNARDSTON	HAMPDEN	NORTH ADAMS	WARREN
BLANDFORD	HANCOCK	NORTHAMPTON	WASHINGTON
BLANFORD	HARDWICK	NORTHFIELD *	WENDELL *
BRIMFIELD *	HATFIELD	OTIS	WEST BROOKFIELD *
BUCKLAND	HAWLEY	PALMER	WEST SPRINGFIELD
CHARLEMONT	HEATH	PELHAM	WEST STOCKBRIDGE
CHESHIRE	HINSDALE	PERU	WESTFIELD
CHESTER	HOLLAND	PITTSFIELD	WESTHAMPTON
CHESTERFIELD	HOLYOKE	PLAINFIELD	WHATELY
CHICOPEE	HUNTINGTON	RICHMOND	WILBRAHAM
CLARKSBURG	LANESBORO	ROWE	WILLIAMSBURG
COLRAIN	LEE	RUSSELL	WILLIAMSTOWN
CONWAY	LENOX	SANDISFIELD	WINDSOR
CUMMINGTON	LEVERETT	SAVOY	WORTHINGTON
DALTON	LEYDEN	SHEFFIELD	
DEERFIELD	LONGMEADOW	SHELBURNE	also includes...
EAST LONGMEADOW	LUDLOW	SHELBURNE FALLS	STAMFORD, VT
EASTHAMPTON	MIDDLEFIELD	SHUTESBURY *	SOUTH GUILFORD, VT *
EGREMONT	MONSON	SOUTH HADLEY	
ERVING *	MONTAGUE	SOUTHAMPTON	
FLORIDA	MONTAGUE L D	SOUTHWICK	

Maine

The following list includes all municipalities served by Verizon from the State of Maine with the exception of those served over the boundary from New Hampshire. See New Hampshire for municipalities served from New Hampshire. Other municipalities are served by independent Telephone Companies.

ABBOT	BOW COLL GRANT	CHERRYFIELD	DREW PLT
ACAD GRANT	BOWDOIN	CHESTER	DURHAM
ACTON *	BOWDOINHAM	CHESTERVILLE	DYER PLT
ADAMSTOWN TWP	BOWERBANK	CHINA	EAST DIXFIELD
ADDISON	BRADFORD	CLIFTON	EAST FRANKLIN
ALEXANDER	BRADLEY	CLINTON	EAST MACHIAS
ALFRED	BREWER	CODYVILLE PLT	EAST MILLINOCKET
ALNA	BRIDGEWATER	COLUMBIA	EAST MOXIE TWP
ALTON	BRIDGTON	COLUMBIA FALLS	EAST NEWPORT
AMITY	BROOKLIN	CONCORD	EASTBROOK
ANDOVER	BROOKS	CONNOR TWP	EASTON
ANSON	BROOKSVILLE	COOPER	EASTPORT
ARGYLE	BROOKTON	COREA	EDDINGTON
ARROWSIC	BROWNVILLE	CORINA	EDGECOMB
ARUNDEL	BROWNVILLE JUCTION	CORINNA	EDGECOME
ASHLAND	BRUNSWICK	CORINTH	EDINBURG
ATKINSON	BUCKS HARBOR	CORNISH	EDMUNDS TWP
ATTEAN TWP	BUCKSPORT	CORNVILLE	EFFINGHAM
AUBURN	BURLINGTON	COSTIGAN	ELIOT *
AUGUSTA	BURNHAM	COUSINS	ELLIOTSVILLE TWP
AVON	BUXTON	CRANBERRY ISLES	ELLSWORTH
BAILEYVILLE	BYRON	CRAWFORD	ENFIELD
BALD MTN	CALAIS	CROUSVILLE	ETNA
BALDWIN	CAMDEN	CUMBERLAND	EXETER
BANCROFT	CANAAN	CUSHING	FAIRFIELD
BAR HARBOR	CANTON	CUTLER	FALMOUTH
BARING PLT	CAPE ELIZABETH	CYR PLT	FARMINGDALE
BATH	CAPE PORPOISE	DALLAS	FARMINGTON
BEALS	CARATUNK	DAMARISCOTTA	FAYETTE
BEARNARD PLT	CARDVILLE	DANFORTH	FOREST CITY TWP
BEAVER COVE PLT	CARIBOU	DARK HARBOR	FOREST TWP
BELFAST	CARMEL	DAVIS PLT	FORKSTOWN
BELGRADE	CARTHAGE	DAYTON	FORT FAIRFIELD
BENTON	CARY PLT	DEDHAM	FOWLER TWP
BERNARD	CASTINE	DEER ISLE	FOXCROFT
BERWICK *	CASTLE HILL	DENMARK	FRANKFORT
BIDDEFORD	CASWELL	DENNISTOWN PLT	FRANKLIN
BIG SQUAW TWP	CASWELL PLT	DENNYSVILLE	FREEPORT
BINGHAM	CENTERVILLE	DERBY	FRENCHTOWN TWP
BLAINE	CHAPMAN	DETROIT	FRENCHVILLE
BLANCHARD PLT	CHARLESTON	DEXTER	FRIENDSHIP
BLUE HILL	CHARLOTTE	DIXFIELD	FRIENDSHIP EAST
BOOTHBAY	CHELSEA	DRESDEN	GARDINER

Maine Continued...

GARFIELD	INDUSTRY	LONG POND	MT DESERT
GARLAND	ISLEBORO	LOVELL	MT VERNON
GEORGETOWN	JACKMAN	LOWER CUPSUPTIC TWP	NAPLES
GLENBURN	JACKSONVILLE	LUBEC	NASHVILLE PLT
GLENWOOD PLT	JAY	LUDLOW	NEW GLOUCESTER
GOODWINS MILLS	JEFFERSON	LYMAN	NEW LIMERICK
GORHAM	JOHNSON MOUNTAIN	MACHIAS	NEW SHARON
GOULDSBORO	JONESBORO	MACHIASPORT	NEW SWEDEN
GRAND ISLE	JONESPORT	MACWAHOC PLT	NEW VINEYARD
GRAND LAKE STREAM	KATAHDIN IRON W	MADAWASKA	NEWBURGH
GRAY	KEEGAN	MADISON	NEWCASTLE
GREAT CHEABEAG	KENDUSKEAG	MADRID	NEWFIELD
GREAT WASS	KENNEBUNK	MANCHESTER	NEWPORT
GREENBUSH	KENNEBUNKPORT	MANSET	NEWRY
GREENE	KINEO TWP	MAPLETON	NOBLEBORO
GREENFIELD	KINGSBURY PLT	MARION	NORCROSS
GREENING	KITTERY *	MARION TWP	NORRIDGEWOCK
GREENVILLE	KOKADJO	MARS HILL	NORTH BERWICK
GRINDSTONE TWP	KOSSUTH	MARSHFIELD	NORTH BROOKSVILLE
GUILFORD	LAGRANG	MASARDIS	NORTH DEER ISLE
HALLOWELL	LAKE VIEW PLT	MATTAWANKEAG	NORTH DEERING
HAMDEN	LAKEVIEW PLT	MATTISCONTIS TWP	NORTH EAST HARBOR
HAMLIN	LAMBERT LAKE	MECHANIC FALLS	NORTH HAVEN
HAMMOND	LAMOINE	MEDDYBEMPS	NORTH PERRY
HANCOCK	LANG TWP	MEDFORD	NORTH SANFORD
HANOVER	LARRABEE	MEDWAY	NORTH WHITEFIELD
HARFORDS PT TWP	LEBANON	MEDWAY TWP	NORTH YARMOUTH
HARPSWELL	LEVANT	MEXICO	NORTH YARMOUTH
HARRINGTON	LEWISTON	MILBRIDGE	NORTHFIELD
HARRISON	LILY BAY TWP	MILFORD	NORTHPORT
HARTLAND	LIMERICK	MILLINOCKET	NORWAY
HAYNESVILLE	LIMESTONE	MILLTOWN	OAKLAND
HEBRON	LIMINGTON	MILO	OGUNQUIT
HERMON	LINCOLN *	MILTON	OLD ORCHARD
HERSEY	LINCOLNVILLE	MINOT	OLD TOWN
HERSHEYTOWN TWP	LINNEUS	MISERY GORE	ORANEVILLE
HIRAM	LISBON	MISERY TWP	ORIENT
HODGDON	LISBON FALLS	MOLUNKUS	ORLAND
HOLDEN	LISTONE	MONHEGAN	ORNEVILLE
HOPE	LITCHFIELD	MONROE	ORONO
HOPKINS ACAD GRANT	LITTLE DEER ISLE	MONSON	ORRINGTON
HOULTON	LITTLE JOHNS	MONTICELLO	OTIS
HOWLAND	LITTLE SQUAW TWP	MOOSE RIVER	OTISFIELD
HUDSON	LITTLETON	MORO PLT	OWLS HEAD
INDIAN ISLAND	LIVERMORE	MOSCOW	OXBOW PLT
INDIAN PURCHASE	LIVERMORE FALLS	MOUNT DESERT	OXFORD
INDIAN TWP	LONG A TWP	MOXIE GORE	PALMYRA

Maine Continued...

PARIS	ROME	STANDISH	WASHINGTON TWP
PARKMAN	ROQUE BLUFFS	STARKS	WATERBORO
PARLIN POND	ROXBURY	STETSONTOWN TWP	WATERFORD
PARSONFIELD	RUMFORD	STEUBEN	WATERVILLE
PASSADUMKEAG	SABATTUS	STILLWATER	WAYNE
PATTEN	SACO	STOCKHOLM	WELD
PEAKS ISLAND	SANDBAR TRACT	STOCKTON	WELLS
PEMBROKE	SANDY BAY	STONEHAM	WESLEY
PENOBSCOT	SANDY RIVER PLT	STONINGTON	WEST BATH
PERHAM	SANFORD	STRONG	WEST BROOKSVILLE
PERKINS TWP SI	SANGERVILLE	SULLIVAN	WEST ENFIELD
PERRY	SAPLING TWP	SUNSET	WEST FORKS PLT
PERU	SARGENTVILLE	SUNSHINE	WEST GARDINER
PHILLIPS	SCARBOROUGH	SURRY	WEST GOULDSBORO
PHIPPSBURG	SEAL HARBOR	SUTTON	WEST HARRINGTON
PITTSFIELD	SEARSPORT	SWANVILLE	WEST JONESPORT
PITTSTON	SEBAGO	SWEDEN	WEST NEWFIELD
PLEASANT POINT	SEBEC	SYMRNA	WEST PARIS
PLEASANT RIDGE PLT	SEDGWICK	TALMADGE	WESTBROOK
PLYMOUTH	SHAPLEIGH	TAUNTON & RAYNHAM	WESTFIELD
POLAND	SHAPLEIGHT	TEMPLE	WESTMANLAND PLT
PORT SLYDE	SHIRLEY	TENANTS HARBOR	WESTON
PORTAGE LAKE	SIDNEY	THE FORKS	WESTPORT
PORTER	SKOWHEGAN	THOMASTON	WHITEFIELD
PORTLAND	SOLDIERTOWN TWP	TOMHEGAN TWP	WHITING
POWNA	SOLON	TOPSFIELD	WHITNEYVILLE
PRENTISS PLT	SOMERVILLE	TOPSHAM	WILLIAMSBURG PLT
PRESQUE ISLE	SONESVILLE	TREMONT	WILLIMANTIC
PRINCETON	SORRENTO	TRENTON	WILTON
PROSPECT	SOUTH ADDISON	TRESCOTT TWP	WINDHAM
PROSPECT HARBOR	SOUTH BERWICK	TURNER	WINDSOR
QUODDY	SOUTH BROOKSVILLE	UPPER ENCHANTED	WINN
RANDOLPH	SOUTH LAGRANGE	VAN BUREN	WINSLOW
RANGELEY	SOUTH PORTLAND	VANCEBORO	WINTER HARBOR
RANGELEY PLT	SOUTH THOMASTON	VASSALBORO	WINTERPORT
RAYMOND	SOUTH WEST HARBOR	VEAZIE	WINTHROP
READFIELD	SOUTHPORT	VERONA	WISCASSET
REED	SPRINGVALE	VINAL HAVEN	WOODLAND
RICHMOND	SQUAPAN	WADE	WOODSTOCK
RIPLEY	SQUAPAN TWP	WAITE	WOODVILLE
ROBBINSON	SRV FR MCDAM N B	WALDO	WOOLWICH
ROBINSONS	ST AGATHA	WALDOBORO	YARMOUTH
ROCKLAND	ST ALBANS	WALES	YORK
ROCKPORT	ST DAVID	WALTHAM	YORK BEACH
ROCKWOOD	ST GEORGE	WARREN	
ROCKWOOD STRIP	STACYVILLE	WASHBURN	

New Hampshire

The following list includes all municipalities served by Verizon from the State of New Hampshire with the exception of those served over the boundary from Massachusetts and Vermont. See Massachusetts and Vermont for municipalities served from Massachusetts and Vermont. Other municipalities are served by independent Telephone Companies.

ACTON	CLAREMONT	GILMANTON	LEBANON *
ACWORTH	CLARKSVILLE	GILMANTON IW	LEE
ALBANY	COLEBROOK	GILSUM	LEMPSTER
ALEXANDRIA	COLUMBIA	GLENDALE	LINCOLN
ALLENSTOWN	CONCORD	GOFFSTOWN	LISBON
ALSTEAD	CONWAY	GORHAM	LITCHFIELD
ALTON	CORNISH *	GOSHEN	LITTLETON
AMHERST	CROYDON	GRAFTON	LONDONDERRY
ANDOVER	CTR HARBOR	GRANTHAM	LOUDON
ANTRIM	CTR SANDWICH	GREENFIELD	LYMAN
ASHLAND	DALTON	GREENLAND	LYME *
ATKINSON	DANBURY	GREENVILLE	LYNDEBORO
AUBURN	DANVILLE	GROTON	LYNDEBOROUGH
BARNSTEAD	DEERFIELD	GROVETON	MADBURY
BARRINGTON	DERRY	HAMPSTEAD	MADISON
BARTLETT	DORCHESTER	HAMPTON *	MANCHESTER
BATH	DOVER	HAMPTON FALLS	MARLBORO
BEDFORD	DUBLIN	HANCOCK	MARLBOROUGH
BELMONT	DUMMER	HANOVER	MARLOW
BENNINGTON	DUNBARTON	HARRISVILLE	MASON
BENTON	DURHAM	HARTS LOCA	MEREDITH
BERLIN	E KINGSTON	HAVERHILL	MERRIMACK
BETHLEHEM	EAST HAMPSTEAD	HEBRON	MIDDLETON
BOSCAWEN	EAST KINGSTON *	HILL	MILAN
BOW	EAST SWANSEY	HILLSBORO	MILFORD
BRENTWOOD	EASTON	HINSDALE *	MILTON
BRIDGEWATER	EATON	HOLDERNESS	MILTON FALLS
BRISTOL	EFFINGHAM	HOLLIS	MONROE *
BROOKFIELD	ELLSWORTH	HOOKSETT	MONT VERNON
BROOKLINE	ENFIELD	HOPKINTON	MOULTONBOROUGH
CAMPTON	EPPING	HUDSON	N CONWAY
CANAAN	EPSOM	JACKSON	N HAMPTON
CANDIA	ERROL	JAFFREY	N HAVERHILL
CANTERBURY	EXETER	JEFFERSON	NASHUA
CARROLL	FARMINGTON	KEENE	NELSON
CENTER HARBOR	FITZWILLIAM	KENSINGTON	NEW BOSTON
CENTER OSSIPEE	FRANCESTOWN	KINGSTON *	NEW CASTLE
CHARLESTOWN	FRANCONIA	KITTERY	NEW HAMPTON
CHATHAM	FRANKLIN	LACONIA	NEW IPSWICH
CHESTER	FREEDOM	LANCASTER	NEW LONDON
CHESTERFIELD *	FREMONT	LANDAFF	NEWBURY
CHICHESTER	GILFORD	LANGDON	NEWFIELDS

New Hampshire Continued...

NEWINGTON	PLAISTOW	SOUTH NASHUA	TUFTONBORO
NEWMARKET	PLYMOUTH	SPOFFORD	TWIN MOUNTAIN
NEWPORT	PORTSMOUTH	SPRINGFIELD	UNITY
NEWTON	RANDOLPH	STAFFORD	W STEWARTSTOWN
NORTH CUMBERLAND	RAYMOND	STARK	WAKEFIELD
NORTH STRATFORD	RICHMOND	STEWARTSTOWN	WALPOLE *
NORTH UMBERLAND	RINDGE	STODDARD	WARREN
NORTH WOODSTOCK	ROCHESTER	STRAFFORD	WASHINGTON
NORTHFIELD	ROLLINGSFORD	STRATFORD	WATERVILLE VALLEY
NORTHUMBERLAND	ROXBURY	STRATHAM	WEATHERSFIELD
NORTHWOOD	RUMNEY	SUGAR HILL	WEIRS
NORWICH	RYE	SULLIVAN	WENTWORTH
NOTTINGHAM	RYE BEACH	SUNAPEE	WEST LEBANON
ORANGE	S NASHUA	SUNCOOK	WEST MORELAND
OSSIPEE	SALEM	SURRY	WEST SWANSEY
PELHAM	SALISBURY	SUTTON	WESTMORELAND
PEMBROKE	SANBORNTON	SWANSEY	WHITEFIELD
PENACOOK	SANBORNVILLE	SWANZEY	WILMOT
PETERBOROUGH	SANDOWN	TAMMORTH	WILTON
PIERMONT *	SANDWICH	TEMPLE	WINCHESTER
PIKE	SEABROOK *	THETFORD	WINDHAM
PITTSBURG	SHARON	THORNTON	WOLFEBORO
PITTSFIELD	SHELBURNE	TILTON	WOODSTOCK
PLAINFIELD *	SOMERSWORTH	TROY	WOODSVILLE

also Includes...

ACTON, ME *	BLOOMFIELD, VT	MAIDSTONE, VT
BERWICK, ME *	BRUNSWICK, VT	NEWBURY, VT *
ELIOT, ME *	CANAAN, VT	NORWICH, VT *
KITTERY, ME*	GRANBY, VT	RYEGATE, VT *
LINCOLN, ME *	GUILDHALL, VT	THETFORD, VT *
MAGALLOWAY, ME	LEMINGTON, VT	VICTORY, VT *
NORTH OXFORD, ME	LUNENBURG, VT *	WESTMINSTER, VT *

Rhode Island

The following list includes all municipalities served by Verizon from the State of Rhode Island.

ASHTON	EXETER	NORTH KINGSTON	TIVERTON
BARNGTON	FOSTER	NORTH PROVIDENCE	WARREN
BRISTOL	GLOUCESTER	NORTH SMITHFIELD	WARWICK
BURLVILLE	GREENVILLE	PASCOAG	WEST GREENWICH
CAROLINA	HOPKINTON	PAWTUCKET	WEST WARWICK
CENT FALLS	JAMESTOWN	PORTSMOUTH	WESTERLY
CENTREDALE	JOHNSTON	PROVIDENCE	WESTPORT
CHARLESTOWN	LINCOLN	PRUDENCE ISLAND	WOONSOCKET
COVENTRY	LITTLE COMPTON	RICHMOND	
CRANSTON	MIDDLETOWN	RIVERSIDE	
CUMBERLAND	NARRAGANSETT	SCITUATE	
EAST GREENWICH	NEW SHOREHAM	SMITHFIELD	
EAST PROVIDENCE	NEWPORT	SOUTH KINGSTON	

also includes...

ATTLEBORO, MA *	NORTH ATTLEBORO, MA *
BELLINGHAM, MA *	REHOBOTH, MA *
BLACKSTONE, MA	SEEKONK, MA
MENDON, MA *	SWANSEA, MA *
MILLVILLE, MA	WRENTHAM, MA *

Vermont

The following list includes all municipalities served by Verizon from the State of Vermont with the exception of those served over the boundary from Massachusetts and New Hampshire. See Massachusetts and New Hampshire for municipalities served from Massachusetts and New Hampshire. Other municipalities are served by independent Telephone Companies.

ALBANY	E MONTPELIER	LEICHESTER	READSBORO
ARLINGTON	EAST HAVEN	LONDONDERRY	RICHFORD
BAKERFIELD	EDEN	LOWELL	RIPTON
BAKERSFIELD	ELMORE	LUNENBURG *	ROCHESTER
BARNARD	ENOSBURG	LYNDON	ROCKINGHAM
BARNET	ENOSBURG FALLS	LYNDONVILLE	ROXBURY
BARRE	ESSEX	MANCHESTER	ROYALTON
BARTON	ESSEX JUNCTION	MARLBORO	RUPERT
BELVIDERE	FAIR HAVEN	MARSHFIELD	RUTLAND
BENNINGTON	FAIRFAX	MENDON	RYEGATE *
BERKSHIRE	FAIRFIELD	MIDDLEBURY	S ROYALTON
BERLIN	FAIRLEE	MIDDLESEX	SALISBURY
BETHEL	FERDINAND	MILTON	SANDGATE
BINGHAMVILLE	FERRISBURG	MONKTON	SAXTONS RIVER
BRADFORD	FLETCHER	MONROE BRIDGE	SEARSBURG
BRAINTREE	GEORGIA	MONTGOMERY	SHAFTSBURY
BRANDON	GLASTENBURY	MONTPELIER	SHARON
BRATTLEBORO	GLOVER	MORETOWN	SHEFFIELD
BRIDGEWATER	GOSHEN	MORGAN	SHELBURNE
BRIGHTON	GRAND ISLE	MORRISTOWN	SHELDON
BROOKFIELD	GRANVILLE	NEW HAVEN	SHERBURNE
BROOKLINE	GREENSBORO	NEWARK	SO BURLINGTON
BROWNINGTON	GUILFORD	NEWBURY *	SOMERSET
BURKE	HALIFAX	NEWFANE	SOUTH HERO
BURLINGTON	HANCOCK	NEWPORT	SOUTH STRAFFORD
CALAIS	HARDWICK	NEWPORT TOWN	ST ALBANS
CAMBRIDGE	HARTFORD	NORTH HERO	ST GEORGE
CASTLETON	HARTLAND	NORWICH *	ST JOHNSBURY
CAVENDISH	HIGHGATE	ORANGE	STANNARD
CHARLOTTE	HOLLAND	ORLEANS	STOCKBRIDGE
CHELSEA	HYDE PARK	PANTON	STOWE
CHITTENDEN	IRA	PEACHAM	STRAFFORD
CLARENDON	IRASBURG	PERU	STRATTON
COLCHESTER	ISLAND POND	PITTSFIELD	SUDBURY
CONCORD	JACKSONVILLE	PITTSFORD	SUNDERLAND
COVENTRY	JAMAICA	POMFRET	SUTTON
DANVILLE	JAY	POULTNEY	SWANTON
DERBY	JEFFERSONVILLE	POWNA	THETFORD *
DORSET	JERICO	PROCTOR	TOWNSHEND
DOVER	JOHNSON	PUTNEY	TROY
DUMMERSTON	KIRBY	RANDOLPH	TUNBRIDGE
DUXBURY	LANDGROVE	READING	UNDERHILL

Vermont Continued...

VERGENNES
VERNON
VERSHIRE
VICTORY *
WALDEN
WALTHAM
WARDSBORO
WASHINGTON
WATERBURY
WATERFORD

WATERVILLE
WEATHERSFIELD
WELLS
WEST BURKE
WEST FAIRLEE
WEST HAVEN
WEST LEBANON
WEST RUTLAND
WEST WINDSOR
WESTFIELD

WESTFORD
WESTMINISTER *
WESTMORE
WESTON
WHEELOCK
WHITINGHAM
WILLISTON
WILMINGTON
WINDHAM
WINDSOR

WINHALL
WINOOSKI
WOLCOTT
WOODBURY
WOODFORD
WOODSTOCK
WORCESTER

also includes...

CHARLESTON, NH *
CHESTERFIELD, NH *
CORNISH, NH *
HINSDALE, NH
LEBANON, NH *
LYME, NH *
MONROE, NH *

ORFORD, NH
PIERMONT, NH *
PLAINFIELD, NH *
WALPOLE, NH *
MONROE BRIDGE, MA
HAMPTON, NY
LOW HAMPTON, NY

APPENDIX IV

Index of License Application Forms

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Revised 12/12/01

APPLICATION AND POLE ATTACHMENT LICENSE Form 1

Licensee TIME WARNER ENTERTAINMENT CO., L.P.
Street Address _____
City, State and Zip _____
Date _____

In accordance with the terms and conditions of the Pole Attachment Agreement, application is hereby made for a license to make _____ attachments to poles and _____ Power Supply and _____ other attachments located in municipality of, _____, State of New Hampshire.

This request will be designated **Pole Attachment License Application Number** _____. Attached are my power supply specifications if applicable.
The cable's strand size is _____ and weight per foot of cable is _____.

Licensee's Name (Print) _____
Signature _____
PSNH
Power Company Title _____
Tel. No. _____
Fax No. _____
E-mail _____

*******For licensor use, do not write below this line*******

Pole Attachment License Application Number _____ is hereby granted to make the attachments described in this application to _____ attachments to JO¹ poles, _____ attachments to FO² poles, _____ attachments to JU³ poles and _____ Power Supplies and _____ other attachments located in the municipality of _____, State of New Hampshire as indicated on the attached form 3.

Licensor's Name (Print) _____
Signature _____
417,431/186
(AGREEMENT ID #) Title _____
Date _____
Tel. No. _____

Licensee shall submit an original copy of this application to Verizon New England Inc. and the appropriate Power Company

Revised 03/07/02

VERIZON NEW ENGLAND INC.

FORM 1 INSTRUCTIONS

Individual applications to be numbered in sequential ascending order by Licensee for each Pole Attachment License. Licensor will process applications in sequential ascending order according to the application numbers assigned by the Licensee.

- ◆ Provide a separate application for each municipality

Note: (For municipalities served by more than one Power Company a separate application for each Power Company area must be provided.)

- ◆ Limit the number of poles to 200 per each application
- ◆ Attach power supply specifications
- ◆ Provide the size of your cable strand
- ◆ Provide the Weight per foot of cable
- ◆ Other Attachments (Include Riser Information here)

- (1) JO = Jointly Owned - a pole in which Verizon New England Inc. has an ownership interest.
- (2) FO = Fully Owned/Solely Owned – a pole that is solely owned by Verizon New England Inc. or the Power Company.
- (3) JU = Joint Use – A party to whom use of the pole or anchor has been extended by the owner of the facility. The term “Joint User” shall not include Licensees.

The Licensee shall submit an original copy of this application to Verizon New England Inc. and the appropriate Power Company.

Revised 03/07/02

AUTHORIZATION FOR FIELD SURVEY WORKLicensee: Time Warner Entertainment Co., L.P.

In accordance with Article III & Appendix I of the Pole Attachment Agreement, following is a summary of the charges which will apply to complete a field survey covering Pole Attachment License Application Number _____ in the municipality of _____, in the State of New Hampshire.

FIELD SURVEY CHARGES

<u>Field Survey</u>	<u>#Poles</u>	<u>Unit Rate</u>	<u>Total</u>
Field Survey 1-10 Poles	_____	\$ _____	\$ _____
Field Survey 11-200 Poles	_____	\$ _____ per Pole	\$ _____
Additional Travel Time*	_____	\$ _____ per Day	\$ _____
TOTAL Charges			\$ _____

* Based on average of 75 poles surveyed per day, add \$200.00 hours travel time for each additional day required to complete survey.

Please note, if you calculated the cost incorrectly, your check will be returned and a new check for the correct amount must be received by this office in order to schedule the survey. If you need assistance, please call the **HOTLINE on (800) 641-2299**.

The required field survey covering Pole Attachment License # _____ is authorized. I am enclosing an advance payment in the amount of \$ _____.

Licensee's Name (Print) _____

Signature _____

Title _____

Address _____

Tel. No. _____

Date _____

Revised 12/12/01

VERIZON NEW ENGLAND INC.

FORM 3 – VERIZON ITEMIZED Pole Make-Ready Work Charges

RCE to Complete - Total Poles Surveyed _____ Total Poles Requiring Verizon Make-Ready _____

Appendix IV Form 3

FIELD SURVEY / MAKE READY WORK FORM															
SURVEYORS:				DATE OF SURVEY:						EWO #:					
Verizon				MUNIC:						STATE:					
Licensee				LICENSEE NAME:						APPLICATION #:					
ELCO				ELCO NAME:						PAGE ____ OF ____					
LOCATION			POLE #		ATT	OWNERSHIP						CHARGE		WORK DESCRIPTION	
TEL RTE / STREET NAME			Tel	El	F/C	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS	* Height of Att.
					P.S. Riser	Tel	El	Tel	El	Tel	El				
															*
															*
															*
															*
															*
															*
															*
TOTALS:															

- Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by Verizon and Elco surveyor.
- Licensee to complete bold italicized areas only. (Provide ownership information if known)

FORM 3 Definitions

SURVEYORS: Name of Representative attending Survey from VERIZON, Power Company and Licensee

Date of Survey : Date Survey is performed

EWO#: Verizon's Engineering Work Order Number

Munic: Municipality where pole is located **State:** State in which pole is located

Licensee Name: Name of Company or Entity applying for Pole Attachments

Exch Code: Verizon's Exchange Code = the Exchange in which the Municipality is located.

Munic Code: In Massachusetts, Verizon's Municipality Code = the Municipality in which the pole is located.

Application #: The number of the Licensee's Application = sequentially numbered by municipality.

ELCO NAME: The name of the Electric (power) Company in whose service area the pole is located.

Location: Street, Route, Circuit # and other information which indicates location of poles.

(1) Indicate location by providing name of street, highway, route, etc., e.g., South Street, north of (N/O) Jones Road. Private Property Poles should be identified as such e.g., P.P. (Lead off pole 1234 South).

Pole #:

Tel = Telephone Company

El = Electric Company

ATT: Type of Attachment: F = Fiber C = Copper or Coaxial P.S. = Power Supply Riser = Riser Pole

Ownership: JO = Joint Owned 50%-50% Tel-Elco, JU = Joint Use - 100% Tel or 100% Elco, FO = 100% Fully owned by Tel or Elco (Other company not on pole)

Charge: Y or N = Y = Yes, there are make ready charges, N = No, there are no make ready charges to the Applicant.

Work Description: Short description of work operations required.

Task # should also be included and is defined as the number of the task or tasks required for make ready work. The Task # is associated with a Unit Price from the "Make Ready Unit Price Schedule" included in each of the new Pole Attachment Agreements.

AUTHORIZATION FOR POLE MAKE-READY WORKLicensee TIME WARNER ENTERTAINMENT CO., L.P.

Field survey work associated with your License Application No. _____, dated _____, for attachment to poles, in the municipality of _____, State of New Hampshire has been completed. Following is a summary of the estimated make-ready charges which will apply:

<u>TASK #</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
Eng. Work Order Preparation			
Miscellaneous			

Attached, as requested, is an itemized unit cost (Form 3) of required make-ready work and associated charges. If you wish us to complete the required make-ready work, please sign this copy below and return with an advance payment in the amount of \$ _____.

Licensor's Name (Print) _____

Signature _____

Title _____

Address _____

Tel. No. _____

Date _____

The replacements and rearrangements included in Pole Attachment License Application No. _____ are authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to Pole Attachment License Agreement. My check is attached.

My anticipated date of attachment is: _____

Licensee's Name (Print) _____

Signature _____ Tel. No. _____

Title _____ Date _____

Revised 10/17/01

VERIZON NEW ENGLAND INC.

Licensee **TIME WARNER ENTERTAINMENT CO., L.P.**

Field survey work associated with your License Application No. _____ dated _____, for attachment to poles, in the municipality of _____, State of New Hampshire has been completed. Following is a summary of the estimated make-ready charges which will apply:

[illegible]

Revised 10/17/01

VERIZON NEW ENGLAND INC.

LICENSEE SELF-SURVEY FORM
APPENDIX IV – FORM 5

To be used for Overlash/Rebuild/Power Supplies

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

FIELD SURVEY / MAKE READY WORK FORM													
SURVEYORS:				DATE OF SURVEY:				EWO #:					
Verizon				MUNIC:		STATE:		Exch Code:		Munic Code:			
Licensee				LICENSEE NAME:				APP/LIC #:					
ELCO				ELCO NAME:				PAGE ____ OF ____					
LOCATION		POLE #		ATT		OWNERSHIP				CHARGE		WORK DESCRIPTION	
TEL RTE / STREET NAME	Tel	El	F/C	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS	* Height of Att.
			P.S. Riser	Tel	El	Tel	El	Tel	El				
													*
													*
													*
													*
													*
TOTALS:													

- Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by Verizon and Elco surveyor.
- Licensee to complete bold italicized areas only. (Provide ownership information if known)

LICENSEE SELF-SURVEY FORM

Definitions

SUMMARY – The total number of poles surveyed and the total number of poles requiring Verizon Make Ready

SURVEYORS: Name of Representative attending Survey from VERIZON, Power Company and Licensee

Date of Survey : Date Survey is performed

EWO#: Verizon's Engineering Work Order Number

Munic: Municipality where pole is located **State:** State in which pole is located

Licensee Name: Name of Company or Entity applying for Pole Attachments

Exch Code: Verizon's Exchange Code = the Exchange in which the Municipality is located.

Munic Code: In Massachusetts, Verizon's Municipality Code = the Municipality in which the pole is located.

APP/LIC #: The number of the Licensee's License or License Application = sequentially numbered by municipality.

ELCO NAME: The name of the Electric (power) Company in whose service area the pole is located.

Location: **Street, Route, Circuit # and other information which indicates location of poles.**
(1) Indicate location by providing name of street, highway, route, etc., e.g., South Street, north of (N/O) Jones Road. Private Property Poles should be identified as such e.g., P.P. (Lead off pole 1234 South).

Pole #: Tel = Telephone Company El= Electric Company

ATT: **Type of Attachment:** F = Fiber C= Copper or Coaxial P.S. = Power Supply Riser = Riser Pole

Ownership: **JO**=Joint Owned 50%-50% Tel-Elco, **JU** = Joint Use - 100% Tel or 100% Elco, **FO** = 100% Fully owned by Tel or Elco (Other company not on pole)

Charge: **Y or N = Y** = Yes, there are make ready charges, **N** = No, there are no make ready charges to the Applicant.

Work Description: Short description of work operations required.

Task # should also be included and is defined as the number of the task or tasks required for make ready work. The Task # is associated with a Unit Price from the "Make Ready Unit Price Schedule" included in each of the new Pole Attachment Agreements.

Revised 12/13/01

NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

This form is to be completed and **mailed to Verizon New England Inc., LICENSE ADMINISTRATION** at the address listed below **and the appropriate power company:**

Verizon New England Inc.
LICENSE ADMINISTRATION
185 Franklin Street, Room 503
Boston, Massachusetts 02110

Licensee Time Warner Entertainment Co., L.P.

Street Address _____

City and State _____ Date _____

In accordance with the terms of Pole Attachment License Agreement dated _____ this serves as written notification from Licensee that attachment(s) to the following pole(s) in the municipality of _____, State of New Hampshire, are being discontinued (removed) on _____. These attachments are covered by Pole Attachment License Application number _____.

<u>Pole Number</u>	<u>Location</u>	<u>Attachment</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

Total number of Power Supplies/Other Equipment to be discontinued _____.

Said license is to be canceled **in its entirety / partially** as above.

(circle one)

Licensee _____ Print Name _____

Signature _____ Tel. No. _____ Fax No. _____

Title _____ Date _____

Revised 11/28/01

VERIZON NEW ENGLAND INC.

APPLICATION # _____

LICENSEE NAME Time Warner Entertainment Co., L.P.

MUNICIPALITY _____ STATE New Hampshire

To be completed by Licensor :

It has been verified by Licensor that the number of attachments to be discontinued have been removed from Licensor's poles and the number of attachments have been adjusted as appropriate on the preceding page.

VERIZON New England Inc.

VERIZON Representative (Print Name) _____

Signature _____ Title _____

Tel. No. _____ Date: _____

- (1) JO = Jointly Owned - a pole in which Verizon New England Inc. has an ownership interest.
- (2) FO = Fully Owned/Sole Owned – a pole that is solely owned by Verizon New England Inc..
- (3) JU = Joint Use – A party to whom use of the pole or anchor has been extended by the owner of the facility. The term "Joint User" shall not include Licensees.

Revised 11/28/01

VERIZON NEW ENGLAND INC.

Application Number _____
VERIZON use only

Project Name/Number _____
VERIZON use only

Pole Attachment Project Management Request

Form 7

Customer Tracking Name _____

Date: _____

Verizon Agreement # _____

Customer Contact Name: _____	
Company Name: _____	
Address: _____	Billing Address: _____
City, State, Zip: _____	City, State, Zip: _____
Telephone #: _____	Telephone #: _____
Fax #: _____	Fax #: _____
E-mail Address: _____	E-mail address: _____

Total Number of Attachments being Requested: _____
Attachment Starting Location: _____ (Please be specific, street address, city, and state)
Attachment Ending Location: _____ (Please be specific, street address, city, and state)
Anticipated Start Date for Cable Placement: _____
Project Description: Please identify the size and scope and any special or unusual conditions i.e. Risers, backyard poles, number of poles, number of power supplies and number of other attachments.
Related Applications in Progress:
Other:
*** If you are submitting multiple applications at the same time for one or more municipality(ies), you may request or Verizon may suggest a Project Meeting.



Verizon New England Inc.
FORM 8

Licensee To RCE Notification Form

Licensee Name: _____

Municipality: _____

State: _____ VZ Application # _____

- ☐ This is to notify you that the facilities (cables, power supplies) have been placed in association with License Application # _____ on _____ 200_.
- ☐ This is to notify you that an overlash project has been Started Completed (*choose one*) in association with License Application # _____ on _____ 200_.
- ☐ This is to notify you that a rebuild project has been completed in association with License Application # _____ on _____ 200_.
- ☐ This is to notify you that a pre-construction survey is necessary for the poles listed on the attached Form 5 requiring Verizon Make-Ready work.

FAX to RCE :

Call the LAG Hotline at 800-641-2299 for appropriate RCE name and fax number.

03/07/02

LICENSEE POWER SUPPLY SCHEMATIC

FORM 10
12/11/01

LICENSEE NAME: _____

APPLICATION # _____

STREET NAME: _____

TEL ROUTE # _____

TEL POLE # _____ **ELCO POLE #** _____

MUNI: _____ **STATE:** _____

ELCO NAME: _____

POWER CABLE

MULTI GRND NEUTRAL

LICENSEE CABLE

VERIZON CABLE

POLE MTD TERMINAL

INDICATE P.S. LOCATION BY SHADING IN QUADRANT

ROADSIDE

FIELD SIDE

NOTE: P.S. MUST BE MOUNTED ON QUADRANT OPPOSITE EXISTING VERIZON POLE MOUNTED TERMINAL

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

PROPOSED POWER SUPPLY CABINET DIMENSIONS:

HEIGHT= _____ IN

WIDTH= _____ IN

DEPTH= _____ IN

WEIGHT= _____ LBS

MINIMUM CLEARANCE = 31 INCHES

TOP OF POWER SUPPLY CABINET =
_____ FT _____ IN

POLE DATA

POLE HEIGHT= _____ FT

POLE CLASS= _____

POLE CONDITION* _____

*GOOD, FAIR, POOR

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

NOTE:

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

GROUND LEVEL

APPENDIX V
Procedure for Rebuilding of Existing Licensee's Aerial Attachments
(Commonly known as Rebuild)

1 – SCOPE

In the process of replacing its existing facilities, it may be necessary for the Licensee to conduct a Rebuild project that may involve placing new facilities while keeping existing facilities in operation.

2 - DEFINITIONS

- a) **Rebuild** – the act of a Licensee replacing existing facilities, for other than maintenance purposes, accomplished in the following manner:
 - 1) The lowering or raising of facilities by a Licensee to a temporary location thereby clearing previously licensed space for a new installation.
 - 2) The placement and activation of new facilities by a Licensee that replace existing Licensee facilities.
 - 3) The transfer of a Licensee's existing customer facilities to Licensee's new facilities being placed.
 - 4) The de-activation and removal of Licensee's replaced facilities.
- b) **Post-construction Inspection** - A Verizon New England inspection consisting of a ten (10) percent sample of the poles after completion of Licensee's Rebuild project. Licensee shall pre-pay Verizon New England for the Post-construction Inspection based on the Unit Pricing Schedule.
- c) **Post-construction Subsequent Inspection** – An inspection, subsequent to the Post-construction Inspection, required as the result of finding greater than 2% non-compliance after the Post-construction Inspection of the 10% sample performed by Verizon New England. Licensee shall prepay Verizon New England for the Post-construction Subsequent Inspection based on the Unit Pricing Schedule.
- d) **Self Pre-survey**– The performance of a field review by a Licensee to survey the routing of a proposed path where the Rebuild project is planned, to determine if any Make-ready Work is required. The Licensee shall adhere to all requirements of the most recent edition of the National Electrical Safety Code (NESC) and the "Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc. This survey is performed without the presence of a Verizon New England representative and the results of the Self Pre-survey shall be provided to the Verizon New England Reimbursable Construction Engineer (RCE) with documentation of any Subsequent Make-ready Work required before Licensee begins construction of the Rebuild project.
- e) **Subsequent Make-ready Work** – Rearrangement of Verizon New England facilities by Verizon New England as determined by the Licensee's Self Pre-survey to provide for clearance and separation requirements for all pole attachments relative to the latest edition of the Blue Book published by Telcordia and the latest edition of the NESC.

- f) **Charges** – Verizon New England’s costs in the Unit Pricing Schedule, based on current Verizon New England unit pricing methodology, for any Post-construction Inspections, Post-construction Subsequent Inspections and Subsequent Make-ready Work performed by Verizon New England and paid for in advance to Verizon New England by the Licensee.

3 – SPECIFICATIONS

Licensee shall conform to the terms and conditions contained within the Specifications Section of the most current Pole Attachment Agreement, including:

The National Electrical Safety Code (NESC)

“Manual of Construction Procedures” (Blue Book), published by Telcordia Technologies Inc.

4 - NOTIFICATION

Licensee shall provide ten (10) days advance notice in writing to the Verizon New England RCE and coordinate its Rebuild work with the local Verizon New England RCE and construction coordinator to avoid any scheduling conflicts with any Verizon New England construction or maintenance work. Licensee shall submit written notification within thirty (30) days to Verizon New England RCE after their Rebuild work has been completed. RCE will facilitate the Post-construction Inspection.

5 – PROCEDURES

- a) Licensee shall attend a local meeting with Verizon New England engineers to discuss construction schedules, Self Pre-survey, Pre-construction Survey, and Post-construction Inspections.
- b) Licensee shall provide Verizon New England RCE with the following information relative to the Rebuild project:
 - 1) Copies of strand maps indicating those poles where Licensee intends to Rebuild their existing pole attachments.
 - 2) Tension measurements and weight per foot of total facilities that will be attached upon completion of the Rebuild project.
- c) Licensee shall perform a Self Pre-survey of all routes included in the Rebuild project and shall provide written results to Verizon New England’s RCE.
- d) Licensee shall submit a written request to Verizon New England’s RCE to arrange for a Pre-construction Survey of all locations where Licensee has determined Subsequent Make-ready Work is necessary by Verizon New England to accommodate Licensee’s proposed work. Licensee will issue Verizon New England an advance check to cover the applicable charges for the Pre-construction Survey.
- e) Licensee shall also notify any other attacher, Joint Owner or Joint User on the pole that may be affected by the Rebuild project.
- f) Verizon New England RCE shall notify the Licensee of the applicable charges for any type of Make-ready Work. Verizon New England RCE will provide the Licensee with an associated work schedule and estimated construction completion date for the Make-ready Work.

- g) Prior to Verizon New England RCE initiating Make-ready Work, Licensee will forward a check to Verizon New England RCE covering Subsequent Make-ready Work charges.
- h) Licensee may proceed to conduct the Rebuild project in sections of aerial facilities requiring no Make-ready Work. Licensee shall not perform any Rebuild work until the necessary Make-ready Work has been completed by Verizon New England.
- i) Verizon New England may perform a Post-construction Inspection consisting of a ten (10) percent sample of the poles included in the Licensee's Rebuild project. Licensee shall pre-pay Verizon New England for the Post-construction Inspection.
 - 1) If Verizon New England performs a Post-construction Inspection consisting of a ten (10) percent sample of the poles involved in the Licensee's Rebuild project and all work is in compliance with the requirements and specifications, no further inspection will be required.
 - 2) If Verizon New England performs the Post-construction Inspection consisting of a ten (10) percent sample of the poles involved in the Licensee's Rebuild project and determines that Licensee's work is not in compliance on two (2) percent or more of the ten (10) percent sample inspected, Verizon New England may perform and bill Licensee for a complete Post-construction Subsequent Inspection of all poles involved in the Rebuild project and will provide Licensee with the results of the inspection in order that the Licensee may bring its facilities into compliance.
 - 3) Verizon New England may revoke Licensee's right to conduct Self Pre-surveys for future Rebuild projects if more than 2% of the 10% pole sample is found to be in non-compliance.
- j) Verizon New England will continue to conduct Post-construction Subsequent Inspections until all of Licensee's facilities as a result of the Rebuild project have been made compliant. Licensee shall pay Verizon New England for the cost of performing all Post-construction Subsequent Inspections. Verizon New England will provide Licensee with the results of the inspections to allow the Licensee to bring its facilities into compliance.
- k) If the results of the Post-construction Inspections show more than 2% of the 10% pole sample inspected results in noncompliance with the aforementioned requirements and specifications, Licensee shall correct such non-conforming condition within thirty (30) days of written notification from Verizon New England. Where Licensee fails to correct the stated non-conforming condition within thirty (30) days, Verizon New England may revoke Licensee's right to perform Rebuild Self Pre-survey and Licensee shall be responsible for any costs associated with correcting such non-conforming conditions.

**LICENSEE SELF-SURVEY FORM
APPENDIX IV – FORM 5**

To be used for Overlash/Rebuild/Power Supplies

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

FIELD SURVEY / MAKE READY WORK FORM															
SURVEYORS:				DATE OF SURVEY:				EWO #:							
Verizon				MUNIC: STATE:				Exch Code: Munic Code:							
Licensee				LICENSEE NAME:				APP/LIC #:							
ELCO				ELCO NAME:				PAGE ____ OF ____							
LOCATION		POLE #		ATT	OWNERSHIP						CHARGE		WORK DESCRIPTION		
TEL RTE / STREET NAME		Tel	El	F/C P.S. Riser	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS		* Height of Att.
					Tel	El	Tel	El	Tel	El					
															*
															*
															*
															*
															*
TOTALS:															

- Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by Verizon and Elco surveyor.
- Licensee to complete bold italicized areas only. (Provide ownership information if known)

LICENSEE SELF-SURVEY FORM

Definitions

SUMMARY – The total number of poles surveyed and the total number of poles requiring Verizon Make Ready

SURVEYORS: Name of Representative attending Survey from VERIZON, Power Company and Licensee

Date of Survey : Date Survey is performed

EWO#: Verizon's Engineering Work Order Number

Munic: Municipality where pole is located **State:** State in which pole is located

Licensee Name: Name of Company or Entity applying for Pole Attachments

Exch Code: Verizon's Exchange Code = the Exchange in which the Municipality is located.

Munic Code: In Massachusetts, Verizon's Municipality Code = the Municipality in which the pole is located.

APP/LIC #: The number of the Licensee's License or License Application = sequentially numbered by municipality.

ELCO NAME: The name of the Electric (power) Company in whose service area the pole is located.

Location: **Street, Route, Circuit # and other information which indicates location of poles.**
(1) Indicate location by providing name of street, highway, route, etc., e.g., South Street, north of (N/O) Jones Road. Private Property Poles should be identified as such e.g., P.P. (Lead off pole 1234 South).

Pole #: Tel = Telephone Company El= Electric Company

ATT: **Type of Attachment:** F = Fiber C= Copper or Coaxial P.S. = Power Supply Riser = Riser Pole

Ownership: JO=Joint Owned 50%-50% Tel-Elco, JU = **Joint Use** - 100% Tel or 100% Elco, FO = 100% Fully owned by Tel or Elco (Other company not on pole)

Charge: Y or N = Y = Yes, there are make ready charges, N = No, there are no make ready charges to the Applicant.

Work Description: Short description of work operations required.

Task # should also be included and is defined as the number of the task or tasks required for make ready work. The Task # is associated with a Unit Price from the "Make Ready Unit Price Schedule" included in each of the new Pole Attachment Agreements.

Revised 12/13/01

APPENDIX VI

ISSUE 10 – December 13, 2001

Procedure for Placing an Additional Licensee's Cable on Same Licensee's Previously Licensed Aerial Pole Attachments (Commonly Known as Overlash)

1 – SCOPE

In the process of upgrading cable plant capacity, it may be necessary for the Licensee to augment the number of its cables and equipment lashed or attached to its existing strand.

2 - DEFINITIONS

- a) **Overlash** – The act of attaching any single strand, hardware, cable, wires and/or apparatus owned by Licensee to same Licensee's existing strand, hardware, cable, wires and/or apparatus.
- b) **Post-construction Inspection** - A Verizon New England Inc inspection of the poles after completion of Licensee's Overlash project at its own cost except that Licensee shall pay Verizon New England Inc for the inspection of those poles found not in compliance as a result of the Inspection
- c) **Post-construction Subsequent Inspection** – An inspection, subsequent to the Post-construction Inspection, required as the result of finding poles in non-compliance after the Post-construction Inspection performed by Verizon New England Inc. Licensee shall prepay Verizon New England Inc for the Post-construction Subsequent Inspection based on the Unit Pricing Schedule.
- d) **Self Pre-survey** – The performance of a field review by a Licensee to survey the routing of a proposed path where additional overlashed cable facilities are planned, to determine if any Make-ready Work is required. The Licensee shall adhere to all requirements of the most recent edition of the National Electrical Safety Code (NESC) and the "Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc.. This survey is performed without the presence of a Verizon New England Inc representative and the results of the Self Pre-survey shall be provided to the Verizon New England Inc Reimbursable Construction Engineer (RCE) with documentation of any Subsequent Make-ready Work required before Licensee begins construction of the Overlash project.
- e) **Subsequent Make-ready Work** – Rearrangement of Verizon New England Inc facilities by Verizon New England Inc as determined by the Licensee's Self Pre-survey to provide for clearance and separation requirements for all

pole attachments relative to the latest edition of the Telcordia Blue Book and the latest edition of the NESC.

- f) **Charges** – Verizon New England Inc 's costs in the Unit Pricing Schedule, based on current Verizon New England Inc unit pricing methodology.

3 – SPECIFICATIONS

Licensee shall conform to the terms and conditions contained within the Specifications Section of the most current Pole Attachment Agreement, including:

The National Electrical Safety Code (NESC)

Part 2 Section 26-261K2 Strength Requirements.

Part 2 Section 25-250 Loading Requirements

“Manual of Construction Procedures” (Blue Book), published by Telcordia Technologies Inc.

Section 4.2 Table 4 – 1 and Note 2

Section 3 Clearances

4 - NOTIFICATION

- a) Licensee shall provide 5 days advance notice in writing to the Verizon New England Inc RCE prior to their Overlash work being started and coordinate its Overlash work with the local Verizon New England Inc RCE and construction coordinator to avoid any scheduling conflicts with any Verizon New England Inc construction or maintenance work.
- b) Licensee shall submit written notification (Form 8) within thirty (30) days to the Verizon New England Inc RCE after their Overlash work has been completed, to enable the Verizon New England Inc RCE to facilitate the post-construction inspection.

5 – PROCEDURES

- a) Licensee shall perform a Self Pre-survey of all routes where it proposes to Overlash cable to its existing licensed facility and provide written results to the Verizon New England Inc RCE.
- b) Licensee will submit a written request (Form 8) to Verizon New England Inc RCE to arrange for a Pre-construction Survey of all locations where Licensee has determined Subsequent Make-ready Work is necessary by Verizon New England Inc to accommodate Licensee's proposed work. Licensee will issue Verizon New England Inc an advance check to cover the applicable charges for the Pre-construction Survey.
- c) Verizon New England Inc RCE will notify the Licensee of the applicable charges for any type of Make-ready Work. Verizon New England Inc RCE will provide the Licensee with an associated work schedule and estimated construction completion date for the Make-ready Work.
- d) Prior to Verizon New England Inc RCE initiating Make-ready Work, Licensee will forward a check to Verizon New England Inc RCE covering Subsequent Make-ready Work charges.

- e) Licensee may proceed to place the overlashed cable in sections of aerial facilities requiring no Make-ready Work. Licensee may proceed to place the overlashed cable in sections of aerial facilities requiring Make-ready Work when all parties affected concur that a non-compliance will either be corrected by the Licensee concurrently with the Overlash project, or by any other attacher, Joint Owner or Joint User after the Overlash project has been completed.
- f) Verizon New England Inc may perform a Post-construction Inspection of the poles included in the Licensee's Overlash project..
 - 1) If Verizon New England Inc performs a Post-construction Inspection of the poles involved in the Licensee's Overlash project and all work is in compliance with the requirements and specifications, the cost of the inspection will be borne by Verizon New England Inc and no further Post-construction Inspection will be required.
 - 2) If Verizon New England Inc performs the Post-construction Inspection of the poles involved in the Licensee's Overlash project and determines that Licensee's work is not in compliance, Licensee will pay Verizon New England Inc for the inspection of those poles found in noncompliance. In addition, Verizon New England Inc may perform and Licensee will prepay for the Post-construction Subsequent Inspection of those poles found to be in noncompliance in order to ensure that the Licensee has brought its facilities into compliance.
- g) Verizon New England Inc may continue to conduct Post-construction Subsequent Inspections until all of Licensee's facilities as a result of the Overlash project have been made compliant. Licensee shall prepay Verizon New England Inc for the cost of performing all Post-construction Subsequent Inspections. Verizon New England Inc RCE will provide Licensee with the results of the inspections to allow the Licensee to bring its facilities into compliance.
- h) If the results of the Post-construction Inspections show results that are in non-compliance with the aforementioned requirements and specifications, Licensee shall correct such non-conforming condition within thirty (30) days of written notification from Verizon New England Inc RCE. Where Licensee fails to correct the stated non-compliant condition within thirty (30) days, Verizon New England Inc may revoke Licensee's right to perform Overlash Self Pre-survey and Licensee shall be responsible for any costs associated with correcting such non-compliant conditions.

LICENSEE SELF-SURVEY FORM
APPENDIX IV – FORM 5

To be used for Overlash/Rebuild/Power Supplies

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

FIELD SURVEY / MAKE READY WORK FORM															
SURVEYORS:				DATE OF SURVEY:				EWO #:							
Verizon				MUNIC:		STATE:		Exch Code:		Munic Code:					
Licensee				LICENSEE NAME:				APP/LIC #:							
ELCO				ELCO NAME:				PAGE ____ OF ____							
LOCATION		POLE #		ATT	OWNERSHIP						CHARGE		WORK DESCRIPTION		
TEL RTE / STREET NAME		Tel	El	F/C P.S. Riser	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS		* Height of Att.
					Tel	El	Tel	El	Tel	El					*
															*
															*
															*
															*
															*
TOTALS:															

- Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by Verizon and Elco surveyor.
- Licensee to complete bold italicized areas only. (Provide ownership information if known)

LICENSEE SELF-SURVEY FORM

Definitions

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SURVEYORS: Name of Representative attending Survey from VERIZON, Power Company and Licensee

Date of Survey : Date Survey is performed

EWO#: Verizon's Engineering Work Order Number

Munic: Municipality where pole is located **State:** State in which pole is located

Licensee Name: Name of Company or Entity applying for Pole Attachments

Exch Code: Verizon's Exchange Code = the Exchange in which the Municipality is located.

Munic Code: In Massachusetts, Verizon's Municipality Code = the Municipality in which the pole is located.

APP/LIC #: The number of the Licensee's License or License Application = sequentially numbered by municipality.

ELCO NAME: The name of the Electric (power) Company in whose service area the pole is located.

Location: **Street, Route, Circuit # and other information which indicates location of poles.**
(1) Indicate location by providing name of street, highway, route, etc., e.g., South Street, north of (N/O) Jones Road. Private Property Poles should be identified as such e.g., P.P. (Lead off pole 1234 South).

Pole #: Tel = Telephone Company El= Electric Company

ATT: **Type of Attachment:** F = Fiber C= Copper or Coaxial P.S. = Power Supply Riser = Riser Pole

Ownership: JO=Joint Owned 50%-50% Tel-Elco, JU = Joint Use - 100% Tel or 100% Elco, FO = 100% Fully owned by Tel or Elco (Other company not on pole)

Charge: Y or N = Y = Yes, there are make ready charges, N = No, there are no make ready charges to the Applicant.

Work Description: Short description of work operations required.

Task # should also be included and is defined as the number of the task or tasks required for make ready work. The Task # is associated with a Unit Price from the "Make Ready Unit Price Schedule" included in each of the new Pole Attachment Agreements.

Revised 12/13/01

**Procedure for Obtaining an Attachment License
for the Installation of Power Supplies**

1 - SCOPE

In the process of providing or upgrading service, it may be necessary for a Licensee to place power supplies requiring a Pole Attachment License.

2 – DEFINITIONS

- a) **Power Supply** – Any of Licensee's facilities in direct contact with or supported by a utility pole including a piece of equipment, cabinet, or associated apparatus for the purpose of providing power for Licensee's facilities, with the exception of any cable attachments.
- b) **Self Pre-survey** - The performance of a field review by a Licensee to survey the pole locations where proposed Power supplies are planned to determine if any Make-ready Work is required. The Licensee shall adhere to all requirements of the most recent edition of the National Electrical Safety Code (NESC) and the "Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc.. This survey is performed without the presence of a Verizon New England Inc. representative and the results of the Self Pre-survey shall be provided to the Verizon New England Inc. License Administration Group (LAG) with documentation of any Make-ready Work required before Licensee begins any work relative to placement of the Power Supply.

3 – SPECIFICATIONS

Licensee shall conform to the terms and conditions contained within the Specifications Section of the most current Pole Attachment Agreement, including:

The National Electrical Safety Code (NESC)

**"Manual of Construction Procedures" (Blue Book), published by
Telcordia Technologies Inc. - Section 13**

4 – APPLICATION

Licensee shall provide Verizon New England Inc. with a completed Pole Attachment License Application for all pole locations where it proposes to make its Power Supply attachments. Licensee shall also include a completed Licensee Power Supply Schematic - Form 10 for each pole location on its License Application. In addition, the Licensee shall provide the following information:

- a) An approved Power Company Power Supply installation diagram and associated specifications must be included if not already on file with Verizon New England Inc.'s Reimbursable Construction Engineer (RCE). Verizon

New England Inc.'s RCEs will retain this master copy for each individual power company.

Licensee is responsible for updating this information as installation diagrams and specifications change.

- b) If pole Make-ready Work is required, Licensee shall submit a separate application listing those locations in need of Make-ready Work, along with a check to Verizon New England to cover the cost of a field survey using the unit cost pricing schedule.
- c) Licensee shall not place any Power Supply until Licensee has received a Pole Attachment License for the pole location identified in the Application for the Pole Attachment License.

5 – PROCEDURE

The following procedure shall be followed when Licensees perform Self Pre-surveys for Power Supplies:

- a) Licensee shall perform a Self Pre-survey of all poles where it proposes to place Power Supplies.
- b) Licensee shall submit a Pole Attachment License Application consisting of Form 1, Form 5, and Form 10 for those poles where no Make-ready Work is required to place a Power Supply as a result of the Self Pre-survey. Verizon New England LAG will then issue the Pole Attachment License for the Licensee's Power Supply.
- c) Licensee shall submit a Pole Attachment License Application consisting of Form 1, Form 2, Form 4, Form 5 and Form 10 to Verizon New England Inc.'s LAG to arrange for a Pre-construction Survey of all locations where Licensee has determined Make-ready Work is required by Verizon New England as a result of the Self Pre-survey to accommodate Licensee's proposed work.
 - 1) Licensee will issue an advance check to the Verizon New England LAG to cover the applicable charges for the Pre-construction Survey.
 - 2) Upon receipt of the check for the Pre-construction Survey the Verizon New England RCE will contact the power company and the Licensee to arrange a date for a field survey. The survey will be performed to determine the scope of Make-ready Work necessary to provide the required clearances for the Licensee's Power Supply.
 - 3) Upon completion of the field survey, Verizon New England LAG shall notify the Licensee via Form 4 of any Make-ready Work charges. The Licensee shall submit to the LAG an advance check and a signed Form 4 prior to Verizon New England Inc. commencing any Make-ready Work.
 - 4) Upon receipt of the check for the Make-ready Work the Verizon New England LAG will provide the Licensee with an associated work schedule and estimated construction completion date for the Make-ready Work.
 - 5) Once all required Make-ready Work has been completed, Verizon New England LAG will then issue the Pole Attachment License for the Licensee's Power Supply.

- d) Licensee shall submit written notification (Form 8) within 30 (thirty) days to Verizon New England Inc. RCE after their Power Supply attachments have been completed.
- e) Verizon New England may perform a Post-construction Inspection of the poles included in the Licensee's Power Supply project within 90 (ninety) days of receipt of Form 8. Upon Receipt of Form 9 PCI and RCETEMP4, Licensee shall pre-pay Verizon New England for the Post-construction Inspection.
 - 1) If Verizon New England performs a Post-construction Inspection and all work is in compliance with the requirements and specifications, no further inspection will be required. Verizon will provide the Licensee with the results of the inspection (Form 5 and Form 9 PCI) within 30 (thirty) days.
 - 2) If Verizon New England Inc. performs the Post-construction Inspection and determines that any of Licensee's Power Supply work is not in compliance with Section 3 Specifications, Verizon New England Inc. will provide Licensee with the results of the inspection via Form 11 and Form 9 SI within 30 (thirty) days in order that the Licensee may bring its facilities into compliance.
 - 3) Verizon New England Inc. will continue to conduct Post Construction Subsequent Inspections until all of Licensee's facilities as a result of the Power Supply project have been made compliant. Licensee shall prepay Verizon New England for the cost of performing all Subsequent Inspections. If the results of the Post Construction Subsequent Inspections show results that are in non-compliance with the requirements and specifications, Licensee shall correct such non-conforming condition within 30 (thirty) days of written notification from Verizon New England Inc. RCE. Verizon New England Inc. RCE will provide Licensee with the results of the Subsequent Inspections via Form 11 and Form 9 SI to allow the Licensee to bring its facilities into compliance.
- f) Licensee shall correct any non-conforming condition within thirty (30) days of written notification from Verizon New England. Where Licensee fails to correct stated non-conforming condition within thirty (30) days, Verizon New England may revoke Licensee's future right to perform Self Pre-survey of Power Supplies. Licensee shall be responsible for any costs associated with correcting such non-conforming conditions.
- g) If at anytime in the future, following the attachment of a Power Supply, Verizon New England requests the Licensee to either reconfigure its equipment, or locate to a new pole, the Licensee agrees to perform this work within thirty (30) days of any such request at the Licensee's expense.
- h) No Power Supply construction shall take place on any pole requiring Make-ready Work until any such work has been paid for in advance, completed by Verizon New England, and the Licensee has been notified of its completion by Verizon New England.

- i) If a Power supply is placed before a license is issued, its presence shall be considered as unauthorized and charges shall be as specified for unauthorized attachments in ARTICLE IX – UNAUTHORIZED ATTACHMENTS in the POLE ATTACHMENT AGREEMENT.

LICENSEE SELF-SURVEY FORM
APPENDIX IV - FORM 5

To be used for Overlash/Rebuild/Power Supplies

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

FIELD SURVEY / MAKE READY WORK FORM															
SURVEYORS:				DATE OF SURVEY:				EWO #:							
Verizon				MUNIC:				STATE:		Exch Code: Munic Code:					
Licensee				LICENSEE NAME:				APP/LIC #:							
ELCO				ELCO NAME:				PAGE ____ OF ____							
LOCATION		POLE #		ATT	OWNERSHIP						CHARGE		WORK DESCRIPTION		
TEL RTE / STREET NAME		Tel	El	F/C	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS		* Height of Att.
				P.S. Riser	Tel	El	Tel	El	Tel	El					
															*
															*
															*
															*
															*
TOTALS:															

- Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by Verizon and Elco surveyor.
- Licensee to complete bold italicized areas only. (Provide ownership information if known)

LICENSEE SELF-SURVEY FORM

Definitions

SUMMARY – The total number of poles surveyed and the total number of poles requiring Verizon Make Ready

SURVEYORS: Name of Representative attending Survey from VERIZON, Power Company and Licensee

Date of Survey : Date Survey is performed

EWO#: Verizon's Engineering Work Order Number

Munic: Municipality where pole is located **State:** State in which pole is located

Licensee Name: Name of Company or Entity applying for Pole Attachments

Exch Code: Verizon's Exchange Code = the Exchange in which the Municipality is located.

Munic Code: In Massachusetts, Verizon's Municipality Code = the Municipality in which the pole is located.

APP/LIC #: The number of the Licensee's License or License Application = sequentially numbered by municipality.

ELCO NAME: The name of the Electric (power) Company in whose service area the pole is located.

Location: **Street, Route, Circuit # and other information which indicates location of poles.**

(1) Indicate location by providing name of street, highway, route, etc., e.g., South Street, north of (N/O) Jones Road. Private Property Poles should be identified as such e.g., P.P. (Lead off pole 1234 South).

Pole #: Tel = Telephone Company El = Electric Company

ATT: **Type of Attachment:** F = Fiber C = Copper or Coaxial P.S. = Power Supply Riser = Riser Pole

Ownership: JO = Joint Owned 50%-50% Tel-Elco, JU = Joint Use - 100% Tel or 100% Elco, FO = 100% Fully owned by Tel or Elco (Other company not on pole)

Charge: Y or N = Y = Yes, there are make ready charges, N = No, there are no make ready charges to the Applicant.

Work Description: Short description of work operations required.

Task # should also be included and is defined as the number of the task or tasks required for make ready work. The Task # is associated with a Unit Price from the "Make Ready Unit Price Schedule" included in each of the new Pole Attachment Agreements.

Revised 12/12/01

APPENDIX VIII

Job Aid For Requests To Records

In an effort to maintain consistency associated with requests from outside VERIZON NEW ENGLAND INC. for the viewing or securing of Conduit Plats this job aid is being prepared.

REQUESTS

The process begins with the request from the customer to the RCE (Reimbursable Construction Engineer), which may be directed to the Design Administrator Group for the specific area where the request is made.

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

Verizon New England Inc. will make the conduit records available within a reasonable time frame (normally five day turn around) upon receipt of the **written request**, for the specific areas mentioned in the letter. As VERIZON NEW ENGLAND INC. does not maintain all plats it may be necessary to secure the specific drawings from our vendors and the customer should be informed of any delay this may cause.

CHARGES & BILLING

The Design Administrator, if involved, will secure a Keep Cost Number from the area Reimbursable Construction Engineer for each new customer request or for each municipality which is submitted for conduit plats when it is determined the requestor is to be charged. When a job number is secured the job can remain open for six months (January through June, July through December) and should be used for subsequent requests from the same customer or municipality.

VERIZON NEW ENGLAND INC. does plan swaps with the Electric Companies when the information required is for electrical purposes. If the customer is a municipality – there is no charge. These types of requests however must still follow the written request procedures.

Based on analysis of time and material it has been determined a charge of \$7.50 per plat with a minimum charge of \$25.00 is to be used in determining costs.

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

All checks should be made out to VERIZON NEW ENGLAND INC..

The Design Administrator or RCE will forward any checks to the RPC in Maryland with the advance payment transmittal form. These forms can be secured from the area Reimbursable Construction Engineer.

NON-DISCLOSURE AGREEMENTS

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

Revised 6/27/01

On the second page of the non-disclosure there is a space to enter the price being charged.

There are three Non-Disclosure Agreements as follows:

Non-Disclosure 1 is for use with large controlling entities such as the gas company and electric, MBTA, etc. Use the term plan swap in place of the monetary issue.

Non-Disclosure 2 is for anyone other than those mentioned in 1 and 3 such as licensees, surveyors, engineering firms, etc.

Non-Disclosure 3 is for municipalities.

If there is more than one recipient for the request, please add more RECIPIENTS to the bottom of the non-disclosure so that all involved can sign.

No signature – No records

PROPRIETARY INFORMATION

Normally conduit plats do not contain information that is considered proprietary therefore scrubbing (removal) is not required.

STAMPING OF PLATS

Plats should be stamped indicating “This record is for preliminary design purposes only and does not preclude the need for field survey and measurement.” These stamps have been provided to the various Design Administrator and RCE groups.

RELEASE OF INFORMATION

When payment has been received and the non-disclosure agreement signed, the customer may pick-up the requested plats or they can be mailed, based on the customer’s preference. The customer also has the option of viewing the plats at our location, following all the steps mentioned previously (written request, up-front payment, signed non-disclosure), which has been the case chosen by some customers.

INTERNAL REQUIREMENT

The Reimbursable Construction Engineer should also be provided copy of all non-disclosure agreements and copies of the advance payment transmittal to retain with the job. These details are required for job closing

The Reimbursable Construction Engineer remains available to assist the Design Administrator in following this procedure.

Utilization of the CONDUIT PLAT REQUEST LOG is mandatory for tracking the details associated with these requests for records and must be maintained for Regulatory purposes.

Pole Record Requests

Access to pole records are not normally received from customers as these structures can be accessed visually however, in the event requests, in writing, for access to pole records is received the RCE will direct the customer to the Design Administrator for the specific area.

A printout of the Pole Record System (PRS) for the specific location would be retrieved; removal of any proprietary information may be required.

The customer would be required to submit payment for the time required accessing and producing the documents (time and material costs). Upon receipt of the check the documents would be given to the customer. No non-disclosure document would be required, as these structures are visible to the public at large.

Right Of Way Requests

Right Of Way documents are a matter of public record and can be obtained from the various State and Municipal Offices such as City / Town Halls, Registry of Deeds, etc.

However, in the event requests are received, in writing, for Right of Way documents by customers the RCE would direct the requesting party to the appropriate Right Of Way Engineer for the area in question.

The customer would be required to submit payment for the time required by the Right Of Way Engineer to locate and produce the documents being requested (time and material costs). Upon receipt of the check the documents would be given to the customer. No non-disclosure sign-off would be necessary, as these documents are available to the public.



185 Franklin Street, Room 503
Boston, MA 02110

February 6, 2004

Mr. Gary Winslow
TIME WARNER ENTERTAINMENT CO., L.P.
11 Eagle Ct.
Keene, NH 03431

Dear Gary:

Enclosed is a fully executed aerial license agreement between TIME WARNER ENTERTAINMENT CO., L.P., Public Service Company of New Hampshire and Verizon New England Inc., covering the State of New Hampshire.

TIME WARNER ENTERTAINMENT CO., L.P. must have a fully executed license agreement and signed license application from both Verizon New England Inc., and the Power Company, if applicable, before any attachments can be made to the poles.

When submitting application forms, in order to obtain a license, reference may be made to the following:

The procedure for obtaining a pole attachment license is contained in Articles IV and V of the agreement. The application forms are located in Appendix IV of the agreement. Please complete the application forms and submit them to Verizon, along with the field survey check, and to the appropriate power company, if applicable.

Within 45 days of receipt of a complete license application and the correct survey fee payment, Licensor shall perform or have performed a pre-construction survey and present you with the survey results. If no make-ready is required, a license shall be issued for the attachment.

If the Licensor determines that the pole or anchor to which Licensee desires to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Licensee's Facilities, in accordance with the specifications set forth in Article VI, Licensor will provide Licensee with an itemized invoice for such anticipated Make-ready Work. The Make-ready Work will be performed following receipt by Licensor of advance payment. Upon receipt of the advance payment, Licensor will provide the Licensee with the estimated start and estimated construction completion date of the Make-ready Work.

Verizon shall make every reasonable effort to complete Make-ready Work within six (6) months of receipt of payment for Make-ready Work from Licensee, except for reasons beyond our control.

Upon completion of the make ready work, you will receive a signed license application and pole attachment license from Verizon. You are responsible for obtaining permission from any Joint Owner(s) or Joint User(s) of the pole before making any attachments(s). It is your responsibility

VERIZON NEW ENGLAND INC.

10/15/03

to obtain any public and or private approvals to construct, operate and or maintain your facilities on public and/or private property. Your receipt of these forms is the final approval you will need to attach to the utility poles. Attachment prior to procuring the signed license is considered to be unauthorized and illegal.

If you have any questions regarding your license application, please call 1-800-641-2299.

If you have any other questions, please contact me at 617-743-5724.

Sincerely,


Patricia Mazzacone - Specialist

Enclosure

STATE CABLE TV CORP.

159428

NH

Cost Ctr: 356

\$16,468.79

Northeast Utilities (Public Service Co

AERIAL LICENSE AGREEMENT

DATED October 27, 1998

BETWEEN

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY
d/b/a BELL ATLANTIC-NEW ENGLAND
(LICENSOR)

AND

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
(LICENSOR)

AND

CONTOOCCOOK VALLEY TELEPHONE COMPANY, INC.
(LICENSOR)

AND

STATE CABLE TV CORPORATION
(LICENSEE)

LD.949

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LICENSE AGREEMENT

THIS AGREEMENT, made this 27th day of October, 1998, by and between Public Service Company of New Hampshire, a public utility corporation organized and existing under the laws of the State of New Hampshire, having its principal office in the City of Manchester, New Hampshire, Contoocook Valley Telephone Company, Inc., a corporation organized and existing under the laws of the State of New Hampshire, having its principal office in the Town of Contoocook, New Hampshire and New England Telephone and Telegraph Company d/b/a Bell Atlantic-New England, a corporation organized and existing under the laws of the State of New York, having its principal office in the City of Boston, Massachusetts (hereinafter referred to as the "Licensor") and State Cable TV Corporation, a corporation organized and existing under the laws of the State of Delaware, having its principal office in the City of Augusta, Maine, (hereinafter called the "Licensee").

WITNESSETH

WHEREAS, Licensee proposes to furnish communications services in the Town of Tuftonboro, in the State of New Hampshire; and

WHEREAS, Licensee will need to place and maintain attachments within the area described above and desires to place such attachments on poles of Licensor; which poles are either jointly or solely owned by the Licensors; and

WHEREAS, Licensor is willing to permit, to the extent they may lawfully do so, the placement of said attachments on Licensor's facilities where reasonably available and where such use will not interfere with Licensor's service requirements or the use of its facilities by others subject to the terms of this agreement;

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

ARTICLE I
DEFINITIONS

As Used in This Agreement

A) Anchor Rod

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

B) Attachment

Any single strand, hardware, cable, wires and/or apparatus attached to a pole and owned by the Licensee.

C) Guy Strand

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

D) Joint Owner

A person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.

E) Make-Ready Work

The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of pole or any other changes) to accommodate the Licensee's attachments on Licensor's pole.

F) Field Survey Work or Survey Work

A survey of the poles on which Licensee wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work.

G) Other Licensee

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

H) Joint User

A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles and anchor rods owned by each party.

I) Suspension Strand

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

J) Identification Tags

Identification tags are used to identify Licensee's plant. Identification tags shall be made of polyethylene and polyvinyl chloride with ultraviolet inhibitors. The two types of Identification tags are cable and apparatus tags as described in Appendix III, Form G.

Article II

SCOPE OF AGREEMENT

- (A) Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful communications purpose, revocable, nonexclusive licenses authorizing the attachment of Licensee's attachments to Licensor's poles within that portion of the Town of Tuftonboro, New Hampshire in which Licensor provides service.
- (B) No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Licensor's rights to use the public or private property at the location of Licensor's poles.
- (C) Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole, or other facilities not needed for Licensor's own service requirements.
- (D) Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has heretofore entered into, or may in the future enter into with others not parties to this Agreement regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s) between Licensor and any joint owner(s) or joint user(s) of Licensor's poles.

ARTICLE III

FEES AND CHARGES

- (A) Licensee agrees to pay to Licensor the fees and charges as specified in and in accordance with the terms and conditions of APPENDIX I, attached hereto and made a part hereof.
- (B) Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement.
- (C) Licensee shall furnish bond or other satisfactory evidence of financial security in such form (Appendix III Form F hereto attached) and amount as Licensor from time to time may require, in an initial amount of \$ -0- , but not exceeding \$50,000.00, to guarantee the payment of any sums which may become due to Licensor for fees due hereunder or charges for work performed for the benefit of Licensee under this Agreement, including the removal of Licensee's attachments upon termination of this Agreement or upon termination of any License issued hereunder. The financial security requirement may be waived in writing by Licensor or either of them and reinstituted if waived.

- (D) The Licensor may change the amount of fees and charges specified in APPENDIX I by giving the Licensee not less than sixty (60) days' written notice prior to the date the change is to become effective. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such sixty-day notice period if the change in fees and charges is not acceptable to Licensee; provided Licensee gives Licensor written notice of its election to terminate this Agreement at least thirty (30) days prior to the end of such sixty-day period.
- (E) Changes or amendments to APPENDIX I shall be effected by the separate execution of APPENDIX I as so notified. The separately executed APPENDIX I shall become a part of and be governed by the terms and conditions of this Agreement. Such changes or amendments shall become effective within sixty (60) days and shall be presumed acceptable unless within that period Licensee advises Licensor in writing that the changes and amendments are unacceptable and, in addition, within thirty (30) days thereafter submits the issue to the regulatory body asserting jurisdiction over this agreement for decision.

ARTICLE IV

ADVANCE PAYMENT

- (A) Licensee shall make an advance payment to the Licensor prior to:
 - (1) any undertaking by Licensor of the required field survey [See Article VIII para. (A)] in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete such survey.
 - (2) any performance by Licensor of any make-ready work required in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete the required make-ready work.
- (B) The amount of the advance payment required will be credited against the full cost to Licensor for performing such work or having such work performed by others plus, unless waived by Licensor or either of them, an amount equal to ten (10%) percent of Licensor's full cost.
- (C) Where the advance payment made by Licensee to Licensor for field survey or make-ready work is less than the full cost to Licensor for such work, Licensee agrees to pay Licensor all sums due in excess of the amount of the advance payment.
- (D) Where the advance payment made by Licensee to Licensor for field survey or make-ready work exceeds the full cost to Licensor for such work, Licensor shall refund the difference to Licensee.

ARTICLE V

SPECIFICATIONS

- (A) Licensee's attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the Manual of Construction Procedures (Blue Book), Electric Company Standards, the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.
- (B) If any part of Licensee's attachments is not so placed and maintained, Licensor may upon ten (10) days written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's attachments from any or all of the Licensor's poles or perform such other work and take such other action in connection with said attachments that Licensor deems necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations at the cost and expense to Licensee and without any liability therefor; provided, however, that when in the sole judgement of Licensor such a condition may endanger the safety of Licensor's employees or interfere with the performance of Licensor's service obligations, Licensor may take such action without prior notice to Licensee.
- (C) As described in Appendix III, Form G, Licensee shall place Identification cable tags on cables located on poles and Identification Apparatus tags on any associated items of Licensee's Plant, e.g., guys, anchors or terminals. The Telephone Company, in its sole determination, has the right to approve all identification tags that are different than those described in Appendix III, Form G.

ARTICLE VI

LEGAL REQUIREMENTS

- (A) Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its attachment on public and private property at the location of Licensor's poles which Licensee uses and shall submit to Licensor evidence of such authority before making attachments on such public and/or private property.
- (B) The applicable provisions in the attachment entitled "Non-Discrimination Compliance Agreement" shall form a part of this agreement and any amendments thereto. (Attachment A)
- (C) The parties hereto shall at all times observe and comply with, and the provisions of the Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances or regulations remain in effect.

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

ARTICLE VII

ISSUANCE OF LICENSES

- (A) Before Licensee shall attach to any pole, Licensee shall make application for and have received a license therefor in the form of APPENDIX III, Forms A-1 and A-2.
- (B) Licensee agrees to limit the filing of applications for pole attachment licenses to include not more than 200 poles on any one application and 2,000 poles on all applications which are pending approval by Licensor at any one time. Such limitations will apply to Licensor's poles located within a single plant construction district of Licensor. Licensee further agrees to designate a desired priority of completion of the field survey and make-ready work for each application relative to all other of its applications on file with Licensor at the same time.

ARTICLE VIII

POLE MAKE-READY WORK

- (A) A field survey will be required for each pole for which attachment is requested to determine the adequacy of the pole to accommodate Licensee's attachments. The field survey will be performed jointly by representatives of Licensor, joint owner and/or joint user and Licensee.
- (B) Licensor reserves the right to refuse to grant a license for attachment to a pole when Licensor determines that the communications space on such pole is required for its exclusive use or that the pole may not reasonably be rearranged or replaced to accommodate Licensee's attachments.
- (C) In the event Licensor determines that a pole to which Licensee desires to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the attachments of Licensee in accordance with the specifications set forth in Article V, Licensor will indicate on the Authorization for Pole Make-Ready Work (Appendix III, Form B2) the estimated cost of the required make-ready work and return it to Licensee.

- (D) Any required make-ready work will be performed following receipt by Licensor of completed Form B2. Licensee shall pay Licensor for all make-ready work completed in accordance with the provisions of APPENDIX I, and shall also reimburse the owner(s) of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging such facilities to accommodate Licensee's pole attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for pole replacements or for rearrangement of attachments on Licensor's poles by reason of the use by the Licensor or other authorized user(s) of any additional space resulting from such replacement or rearrangement.
- (E) Should Licensor, or another party with whom it has a joint use agreement, for its own service requirements, need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will either rearrange its attachments on the pole or transfer them to a replacement pole as determined by Licensor so that the additional facilities of Licensor or joint user may be attached. The rearrangement or transfer of Licensee's attachments will be made at Licensee's sole expense. If Licensee does not rearrange or transfer its attachments within fifteen (15) days after receipt of written notice from Licensor requesting such rearrangement or transfer, Licensor or joint user may perform or have performed such rearrangement or transfer and Licensee agrees to pay the costs thereof.
- (F) Licensor may, when it deems an emergency to exist, rearrange, transfer or remove Licensee's attachments to Licensor's poles, at Licensee's expense, and without any liability on the part of the Licensor for damage or injury to Licensee's attachments.
- (G) License applications received by Licensor from two or more licensees for attachment accommodations on the same pole, prior to the commencement of any field survey or make-ready work required to accommodate any licensee, will be processed by Licensor in accordance with the procedures detailed in APPENDIX II attached hereto.
- (H) In performing all make-ready work to accommodate Licensee's attachments, Licensor will endeavor to include such work in its normal work load schedule.
- (I) Licensee may attach its guy strand to Licensor's existing anchor rod at no charge where Licensor determines that adequate capacity is available; provided that Licensee agrees to secure any necessary right-of-way therefore from the appropriate property owner. Should Licensor, or joint user, if any, for its own service requirements, need to increase its load on the anchor rod to which Licensee's guy is attached, Licensee will either rearrange its guy strand on the anchor rod or transfer it to a replacement anchor as determined by Licensor. The cost of such rearrangement and/or transfer, and the placement of a new or replacing anchor will be at the sole expense of Licensee, which Licensee agrees to pay. If Licensee does not rearrange or transfer its guy strand within fifteen (15) days after receipt of written notice from Licensor regarding such requirement, Licensor or joint user may perform, or have performed, the work involved and Licensee agrees to pay the full costs thereof.

ARTICLE IX

CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS

- (A) Licensee shall, at its own expense, construct and maintain its attachments on Licensor's poles in a safe condition and in a manner acceptable to Licensor, so as not to conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereon.
- (B) Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Licensee's attachments. Where multiple licensees' attachments are involved, Licensor will attempt to the extent practical, to designate the same relative position on each pole for each licensee's attachments.
- (C) Licensee shall obtain specific written authorization from Licensor before relocating or replacing its attachments on Licensor's poles.
- (D) All tree trimming made necessary, in the opinion of the Licensors, by reason of the Licensee's proposed attachments at the time of attachment or thereafter, provided the owner(s) of such trees grants permission to the Licensee, shall be performed by contractors approved by Licensors, at the sole cost, expense and direction of the Licensee, except such trimming as may be required on Licensee's customers' premises, to clear Licensee's cable drops, which trimming shall be done by the Licensee at its expense.
- (E) Licensee, at its expense, will remove its attachments from any of Licensor's poles within fifteen (15) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such fifteen (15) day period, Licensor shall have the right to remove such attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's attachments.

ARTICLE X

TERMINATION OF LICENSE

- (A) Any license issued under this Agreement shall automatically terminate when Licensee ceases to have authority to construct, operate and/or maintain its attachments on the public or private property at the location of the particular pole covered by the license.
- (B) Licensee may at any time remove its attachments from a pole after first giving Licensor written notice of such removal (APPENDIX III, Form D). Following such removal, no attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

ARTICLE XI

INSPECTIONS OF LICENSEE'S ATTACHMENTS

- (A) Licensor reserves the right to make periodic inspections of any part of Licensee's attachments, including guying, attached to Licensor's poles, and Licensee shall reimburse Licensor for the expense of such inspections.
- (B) The frequency and extent of such inspections by Licensor will depend upon Licensee's adherence to the requirements of Articles V and VII herein.
- (C) Licensor will give Licensee advance written notice of such inspections, except in those instances where, in the sole judgement of Licensor, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee.
- (D) The making of periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.
- (E) Any charge imposed by Licensor for such inspections shall be in addition to any other sums due and payable by Licensee under this Agreement. No act or failure to act by Licensor with regard to said charge or any unlicensed use by Licensee shall be deemed as a ratification or the licensing of the unlicensed use; and if any license should subsequently be issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

ARTICLE XII

UNAUTHORIZED ATTACHMENTS

- (A) If any of Licensee's attachments shall be found attached to Licensor's poles for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement (including termination) or otherwise, may impose a charge and require Licensee to submit in writing, within fifteen (15) days after receipt of written notification from Licensor of the unauthorized attachment, a pole attachment application. If such application is not received by the Licensor within the specified time period, Licensee shall remove its unauthorized attachment within fifteen (15) days of the final date for submitting the required application, or Licensor may remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.
- (B) For the purpose of determining the applicable charge, absent satisfactory evidence to the contrary, the unauthorized pole attachment shall be deemed as having existed since the date of this agreement, and the fees and charges as specified in APPENDIX I, shall be applicable thereto and due and payable forthwith whether or not Licensee is permitted to continue the pole attachment.

ARTICLE XIII

LIABILITY AND DAMAGES

- (A) Licensor reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications services arising in any manner, except from Licensor's sole negligence, out of the use of Licensor's poles.
- (B) Licensee shall exercise precaution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and Licensee assumes all responsibility for any and all loss from such damage caused by Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.
- (C) Except, as may be caused by the sole negligence of Licensor, or either of them, Licensee shall defend, indemnify and save harmless Licensor, or either of them, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against Licensor, or either of them by reason of (a) any work or thing done upon the poles licensed hereunder or any part thereof performed by Licensee or any of its agents, contractors, servants, or employees; (b) any use, occupation, condition, operation of said poles or any part thereof by Licensee or any of its agents, contractors, servants, or employees;

(c) any act or omission on the part of Licensee or any of its agents, contractors, servants, or employees, for which Licensor may be found liable; (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by Licensee or any of its agents, contractors, servants, or employees; (e) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement, (f) payments made under any Workers' Compensation Law or under any plan for employees disability and death benefits arising out of any use of the poles by Licensee or any of its agents, contractors, servants, employees or by (g) the erection, maintenance, presence, use, occupancy or removal of Licensee's attachments by Licensee or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to Licensor's poles.

- (D) Licensee shall indemnify, save harmless and defend Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's attachments, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's attachments in combination with Licensor's poles, or otherwise.

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

ARTICLE XIV

INSURANCE

- (A) Licensee shall carry insurance issued by an insurance carrier satisfactory to Licensor to protect the parties hereto from and against any and all claims, demands, actions, judgements, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article XIII preceding.
- (B) The amounts of such insurance, without deductibles:
- (1) against liability due to damage to property shall not be less than \$1,000,000 as to any one occurrence and \$1,000,000 aggregate, and
 - (2) against liability due to injury to or death of persons shall be not less than \$3,000,000.00 as to any one person and \$3,000,000.00 as to any one occurrence.
- (C) Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.
- (D) All insurance must be effective before Licensor will authorize Licensee to make attachments to any pole and shall remain in force until such attachments have been removed from all such poles.

- (E) Licensee shall submit to Licensor certificates of insurance including renewal thereof shown as Form E of Appendix III hereto annexed, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; and that such certificates will name the Licensor as an additional insured under the public liability policy and that it will not cancel or change any such policy of insurance issued to Licensee except after the giving of not less than 30 days' written notice to Licensor.

ARTICLE XV

AUTHORIZATION NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any pole covered by this Agreement.

ARTICLE XVI

ASSIGNMENT OF RIGHTS

- (A) Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licensor.
- (B) In the event such consent or consents are granted by Licensor, then this Agreement shall extend to and bind the successors and assigns of the parties hereto.
- (C) Pole space licensed to Licensee hereunder is for Licensee's use only, and Licensee shall not lease, sublicense, share with, convey or resell to others any such space or rights granted hereunder.

ARTICLE XVII

FAILURE TO ENFORCE

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

ARTICLE XVIII

TERMINATION OF AGREEMENT

- (A) If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, or if Licensee's facilities are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance. Licensor may at its option forthwith terminate this Agreement and all authorizations granted hereunder, or the authorizations covering the poles as to which such default or noncompliance shall have occurred.
- (B) If an insurance carrier shall at any time notify Licensor that the policy or policies of insurance, required under ARTICLE XIV hereof, will be cancelled or changed so that the requirements of ARTICLE XIV will no longer be satisfied, then this Agreement terminates unless prior to the effective date thereof Licensee shall furnish to Licensor certificates of insurance including insurance coverage in accordance with the provisions of ARTICLE XIV hereof.
- (C) In the event of termination of this Agreement Licensee shall remove its attachments from Licensor's poles within six (6) months from date of termination; provided, however, that Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until Licensee's attachments are removed from Licensor's poles.
- (D) If Licensee does not remove its attachments from Licensor's poles within the applicable time periods specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor; and Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until such attachments are removed.

ARTICLE XIX

TERM OF AGREEMENT

- (A) This Agreement shall remain in effect for a term of five (5) years from the date hereof.
- (B) Termination of this Agreement or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

ARTICLE XX

NOTICES

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

To Licensee: Amendments/Agreements/Applications

Mr. Reginald Clark
State Cable TV Corporation
83 Anthony Avenue
Augusta, ME 04330

Billing Notices

Same As Above

To Licensor: Agreements/Amendments

New England Telephone and Telegraph Company
d/b/a Bell Atlantic-New England
Facilities Managment
125 High Street, Room: 1406
Boston, MA 02110-2721

Pole License Applications

New England Telephone and Telegraph Company
d/b/a Bell Atlantic-New England
Reimbursable Construction
125 High Street, Room: 1406
Boston, MA 02110-2721

To Licensor: Mr. Kevin Cote
Public Service Company of New Hampshire
1250 Hooksett Road
Hooksett, NH 03106

To Licensor: Ms. Deborah Martone
Industry Affairs
MCT, Inc.
11 Kearsarge Avenue
Contoocook, NH 03229-0368

This Agreement cancels and supersedes any and all previous pole attachment agreements between the Licensors and Licensee, as amended, dated August 17, 1993, insofar as the aforementioned municipality is concerned except as to liabilities already accrued, if any.

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

STATE CABLE TV CORPORATION

(Licensee)

By: *Michael C. Calk*
(Name)

Title: *Vice President*

Date: *10/21/98*

**NEW ENGLAND TELEPHONE AND TELEGRAPH
COMPANY d/b/a BELL ATLANTIC-NEW ENGLAND**

(Licensor)

By: *James A. Lyon*
(Name)

for Title: Director IFC&A

Date: *10/27/98*

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

(Licensor)

By: *Paul B. Bohan*
(Name)

Title: *MANAGER - SYSTEM PROJECTS*

Date: *10/6/98*

CONTOOCOOK VALLEY TELEPHONE COMPANY, INC.

(Licensor)

By: *Paul E. Violette*
(Name)

Title: President and CEO

Date: October 16, 1998

APPENDIX I

SCHEDULE OF FEES AND CHARGES

Pole Attachments

(A) Attachment

1. General

- (a) Attachment fees commence on the first day of the month following the date the license is issued.
- (b) Fees shall be payable semi-annually in advance on the first day of January and July.
- (c) For the purpose of computing the attachment fees due hereunder, the fee shall be based upon the number of poles for which licenses have been issued on the first day of each semi-annual period. The first advance payment of the semi-annual fee for licenses issued under this Agreement shall include a proration from the first day of the month following the date the license was issued to the first regular semi-annual payment date.

2. Attachment Fee

For each pole solely owned by the Licensor and on which space has been reserved or occupied by the Licensee pursuant to this Agreement payment shall be as follows:

- \$ 6.84 per attachment per solely owned Electric Company pole
- \$ 5.00 per attachment per solely owned Contoocook Valley Telephone Company, Inc. pole
- \$ 9.67 per attachment per solely owned New England Telephone and Telegraph Company d/b/a Bell Atlantic-New England pole
- \$ 5.92 per attachment per two party owned Electric Company and Contoocook Valley Telephone Company, Inc. pole,
\$ 3.42 to the Electric Company and \$ 2.50 to Contoocook Valley Telephone Company, Inc.
- \$ 7.34 per attachment per two party owned New England Telephone Company and Telegraph Company d/b/a Bell Atlantic-New England and Contoocook Valley Telephone Company, Inc., \$ 4.84 to New England Telephone and Telegraph Company d/b/a Bell Atlantic-New England and
\$ 2.50 to Contoocook Valley Telephone Company, Inc.

APPENDIX I

- \$ 8.26 per attachment per two party owned by Electric Company and New England and Telegraph Company d/b/a Bell Atlantic-New England , \$ 3.42 to the Electric Company and \$ 4.84 to New England Telephone and Telegraph Company d/b/a Bell Atlantic-New England.
- \$ 7.18 per attachment per tri-party owned poles, \$ 2.28 of which is to be paid to the Electric Company, \$ 1.67 to be paid to Contoocook Valley Telephone Company, Inc. and \$ 3.23 to be paid to the New England Telephone and Telegraph Company d/b/a Bell Atlantic-New England

(B) Other Charges

Computation

All charges for field survey, inspections, removal of Licensee's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor of such work or for having such work performed by an authorized representative plus, unless waived by Licensor or either of them, an amount equal to ten (10%) percent of Licensor's full cost.

(C) Cost of Replacement, Rearrangements and Changes

1. Whenever any pole is, or becomes, after initial Licensee's attachments, in the opinion of the Licensor, insufficient in height or strength for the Licensee's proposed attachments thereon in addition to the existing attachments of the Licensor and municipality the Licensor shall replace such pole with a new pole of the necessary height and class and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require. The Licensee shall pay the Licensor for the expense thereof, including, but not limited, to the following:
 - (a) The net loss to the Licensor on the replaced pole based on its reproduction cost less depreciation plus cost of removal.
 - (b) Excess height or strength of the new pole over the existing pole necessary by reason of the Licensee's attachments
 - (c) Transferring Licensor's attachments from the old to the new pole.
 - (d) Any other rearrangements and changes necessary by reason of the Licensee's proposed or existing attachments.

2. In the event that the Licensors or either of them shall permit the Licensee to place its attachments in space reserved by either of them or for any] municipality and the Licensors or either of them or any municipality shall deem it necessary to use such space, or the pole is to be replaced at any time because of obsolescence, public requirement or other reason, then the Licensors shall replace the pole with a suitable pole to provide the basic space reservation where necessary, and the Licensee shall be billed, as provided for in Section (C) 1, a-d, inclusive, above.

(D) Payment Date

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

For bills rendered by Licensor, New England Telephone and Telegraph Company d/b/a Bell Atlantic-New England, the following shall be applicable:

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

For bills rendered by Licensor, Public Service Company of New Hampshire, the following shall be applicable:

All amounts previously billed, but remaining unpaid, thirty (30) days from the date of the invoice shall be subject to a late payment charge of one and one half percent (1 1/2%) per month, such amounts include any prior, unpaid late payment charges.

APPENDIX II

MULTIPLE POLE ATTACHMENT LICENSE APPLICATIONS

Procedure for Processing
Multiple Pole Attachment License Applications

The following procedure shall be adhered to in processing applications to attach to Licensor's poles by multiple licensees.

A. DEFINITIONS

Simultaneous license applications

Properly completed pole license applications relative to the same pole which are received by the Licensor from multiple applicants on the same business day.

Non-Simultaneous license applications

Properly completed pole license applications relative to the same pole which are received by the Licensor from multiple applicants on different business days.

Initial applicant

The applicant filing the first properly completed license application (non-simultaneous) for attachment to a specific pole.

Additional applicant

Each applicant filing a properly completed license application (non-simultaneous) for attachment to a specific pole for which a prior license application has been received by the Licensor.

Make-Ready Work

The work required (including rearrangement and transfer of existing facilities on a pole, replacement of poles or any other changes) to accommodate the Licensee's attachments on Licensor's pole.

Option 1

An arrangement whereby Licensor will process the license application of initial applicant as if there is no other license application on file for the same pole.

Option 2

An arrangement whereby Licensor will process license applications of initial and additional applicant in accordance with the procedure applicable for simultaneous multiple license applications.

B. MULTIPLE LICENSE APPLICATION PROCESSING

Both simultaneous and non-simultaneous multiple license applications for the same pole will be processed by the Licensor in accordance with the procedures set forth in the flow chart which comprises pages 5 to 7 inclusive, of this Appendix.

C. OPTION ARRANGEMENTS

1. Upon being offered Options 1 and 2, the initial applicant will be advised that he may make an immediate selection of the option he desires or he may delay his selection until the required make-ready survey work has been completed and the estimate of make-ready charges quoted by the Licensor. Where the initial applicant elects to delay his decision, he shall be required to indicate the option he desires within 15 days after the Licensor has quoted the estimate of the make-ready charges that will apply, otherwise, the Licensor will deem the initial applicant to have selected Option 1.
2. The license application processing procedure to be adhered to in accordance with Option 2 will be subject to acceptance by all of the multiple applicants involved. The additional applicant(s) will have 15 days from the date he is advised by the Licensor that the initial applicant has selected Option 2 to accept or reject the conditions applicable under Option 2, otherwise, the Licensor will deem the additional applicant(s) to have rejected such conditions.
3. All work in progress on the initial applicant's license application involving multiple pole attachments will be suspended by the Licensor from the time that the initial applicant is offered Options 1 and 2 until he notifies the Licensor of the option he elects in accordance with C.1. above.

D. MAKE-READY SURVEY REQUIREMENT

1. Where required make-ready survey is to be completed on two bases, the multiple applicants shall be so advised before such survey is commenced.
2. The make-ready survey required to develop the estimated charges applicable for Options 1 and 2 will include a determination of the work requirements necessary to:
 - a. issue licenses simultaneously to the multiple applicants and,
 - b. issue licenses to the initial applicant before commencing the required make-ready work necessary to accommodate the additional applicant(s).

3. Licensor will consider any license application involving simultaneous multiple attachments as cancelled upon the failure of an applicant to notify the Licensor in writing of his acceptance of the estimate of make-ready charges and accompany such acceptance with the advance payment within 15 days following his receipt of such estimate from the Licensor.
4. Licensor or his authorized representative will perform the make-ready survey in all situations involving simultaneous license applications.
5. Where an initial applicant has been authorized by Licensor to perform its own make-ready survey, and properly completed pole applications are received from an additional applicant(s), establishing a non-simultaneous license application situation, the conditions of Option 1 will automatically apply and the option arrangements, detailed in Section C of this Appendix, will not be applicable.

E. MAKE-READY WORK SCHEDULE

Any simultaneous multiple applicant who cannot agree with the alternative arrangement that provides for the Licensor to complete ALL make-ready work before simultaneously granting licenses to all multiple applicants will be deemed by the Licensor to have cancelled his application.

F. CHANGES IN APPENDIX

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

PROCEDURE FOR PROCESSING
MULTIPLE POLE ATTACHMENT LICENSE APPLICATIONS

1. <u>WHERE NO MAKE-READY SURVEY EXPENSE HAS BEEN INCURRED BY LICENSOR</u>	<u>MAKE-READY SURVEY REQUIREMENT</u>	<u>MAKE-READY SURVEY COST ALLOCATION</u>	<u>MAKE-READY WORK SCHEDULE</u>	<u>MAKE-READY COST ALLOCATIONS</u>
A. <u>SIMULTANEOUS APPLICA- TIONS</u>	TO BE DONE ON TWO BASES TO DETERMINE ACCOMMODA- TION REQUIREMENTS FOR: 1. attachment by single licensee 2. attachment by multiple licensees	TOTAL COST TO BE SHARED EQUALLY BY MULTIPLE APPLICANTS.	MULTIPLE APPLICANTS MUST DEVELOP MUTUALLY AGREEABLE: 1. order of pole availability and 2. overall completion schedule -WHERE MULTIPLE APPLICANTS CAN- NOT AGREE WITHIN 15 DAYS FROM RECEIPT OF ESTIMATE FROM LICENSOR, LICENSOR WILL OFFER AS AN ALTERNATIVE, TO COMPLETE ALL MAKE-READY WORK INVOLVED BEFORE SIMULTANEOUSLY GRANTING LICENSES TO MULTIPLE APPLICANTS.	TOTAL COST SHARED EQUALLY BY MULTIPLE APPLICANTS. - IF ONLY ONE APPLICANT AGREES TO ESTIMATED SHARED PORTION OF TOTAL COST, THAT APPLI- CANT WILL BE QUOTED THE COST APPLICABLE TO ACCOMMO- DATE A SINGLE LICENSEE (SEE 1. UNDER MAKE-READY SURVEY REQUIREMENT)
B. <u>NON-SIMULTANEOUS APPLICATIONS</u> OPTIONS AVAILABLE INITIAL APPLICANT <u>OPTION 1</u> (LICENSOR WILL PROCESS AS IF NO MULTIPLE LICENSE APPLICATION EXIST.)	↑ TO BE DONE ON TWO BASIS TO DETERMINE ACCOMMODA- TION REQUIREMENTS FOR: 1. attachment by single licensee 2. attachment by multiple licensees	↑ TOTAL COST TO BE SHARED EQUALLY BY MULTIPLE APPLICANTS	<u>INITIAL APPLICANT</u> LICENSOR WILL TREAT AS A NON- MULTIPLE APPLICANT. - ANY CHANGE OF PRIORITY OF POLE AVAILABILITY OR OVERALL COMPLETION SCHEDULE THAT IS DESIRED AFTER EITHER HAS BEEN INITIALLY AGREED UPON WITH THE LICENSOR IS SUBJECT TO LICENSOR'S ABILITY TO ACCOMMO- DATE IN ITS ESTABLISHED WORK SCHEDULE. <u>ADDITIONAL APPLICANT</u> REQUIRED MAKE-READY WORK WILL NOT BE PERFORMED UNTIL LICENSES HAVE BEEN GRANTED TO INITIAL APPLICANT UNLESS THE PERFORMANCE OF SUCH WORK WILL NOT DELAY THE COMPLETION OF THE MAKE-READY WORK REQUIRED TO ACCOM- MODATE THE INITIAL APPLICANT.	<u>INITIAL APPLICANT</u> IS CHARGED THE COST ATTRIBU- TABLE TO THE WORK INVOLVED TO ACCOMMODATE ATTACHMENT BY ONE LICENSEE. <u>ADDITIONAL APPLICANT</u> IS CHARGED THE COST ATTRIBU- TABLE TO THE WORK INVOLVED TO ACCOMMODATE ATTACHMENT BY AN ADDITIONAL LICENSEE ON A POLE ALREADY ATTACHED BY INITIAL LICENSEE.
<u>OPTION 2</u> (LICENSOR WILL PROCESS AS SIMULTANEOUS LICENSE APPLICATIONS.)	↓ (a) simultaneously (b) non-simultaneously	↓	SAME AS I.A.	SAME AS I.A.

APPENDIX II

PROCEDURE FOR PROCESSING
MULTIPLE POLE ATTACHMENT LICENSE APPLICATIONS

11 WHERE PARTIAL MAKE-READY SURVEY
EXPENSE HAS BEEN INCURRED BY
LICENSOR

OPTIONS AVAILABLE TO INITIAL
APPLICANT

OPTION 1

(LICENSOR WILL PROCESS AS IF
NO MULTIPLE LICENSE APPLICA-
TIONS EXIST)

OPTION 2

(LICENSOR WILL PROCESS
AS "SIMULTANEOUS" LICENSE
APPLICATIONS).

MAKE-READY SURVEY TO
REQUIREMENT

↑
BALANCE OF REQUIRED SURVEY
TO BE COMPLETED ON TWO BASES
DETERMINING ACCOMMODATION RE-
QUIREMENTS FOR:

1. attachment by single
licenses
2. attachment by multiple
licenses
 - (a) Simultaneously
 - (b) non-simultaneously

↓
PORTION OF SURVEY ALREADY
COMPLETED FOR INITIAL APPLI-
CANT WILL BE RESURVEYED TO
DETERMINE THE REQUIREMENTS
TO ACCOMMODATE AN ADDITIONAL
LICENSEE.

MAKE-READY SURVEY
COST ALLOCATION

↑
INITIAL APPLICANT

WILL BE CHARGED THE COST IN-
CURRED FOR THAT PORTION OF
THE SURVEY WHICH HAS ALREADY
BEEN COMPLETED.

ADDITIONAL APPLICANT

WILL BE CHARGED THE COST IN-
CURRED TO RESURVEY THE COM-
PLETED PORTION OF THE SURVEY
TO DETERMINE THE REQUIREMENTS
TO ACCOMMODATE ATTACHMENT BY
MULTIPLE LICENSEES.

↓
TOTAL COST OF THE BALANCE OF
THE REQUIRED SURVEY WILL BE
SHARED EQUALLY BY THE MULTIPLE
APPLICANTS.

MAKE READY WORK SCHEDULE

↑
SAME AS I.B.

↓
SAME AS I.A.

MAKE-READY COST ALLOCATIONS

↑
SAME AS I.B.

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SAME AS I.A.

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PROCEDURE FOR PROCESSING
MULTIPLE POLE ATTACHMENT LICENSE APPLICATIONS

III. WHERE MAKE-READY SURVEY IS
COMPLETE BUT MAKE-READY
WORK HAS NOT PHYSICALLY
COMMENCED

OPTIONS AVAILABLE TO
INITIAL APPLICANT

OPTION 1

(LICENSOR WILL PROCESS AS
IF NO MULTIPLE LICENSE
APPLICATIONS EXIST)

OPTION 2
(LICENSOR WILL PROCESS AS
"SIMULTANEOUS" MULTIPLE
LICENSE APPLICATIONS)

MAKE-READY SURVEY
REQUIREMENT

RESURVEY REQUIRED TO DETERMINE
ACCOMMODATION REQUIREMENTS
FOR ATTACHMENT BY MULTIPLE
LICENSEES:

1. SIMULTANEOUSLY
2. NON-SIMULTANEOUSLY

MAKE-READY SURVEY
COST ALLOCATION

INITIAL APPLICANT
WILL BE CHARGED THE COST OF
THE SURVEY WHICH HAS ALREADY
BEEN COMPLETED.

ADDITIONAL APPLICANT
WILL BE CHARGED THE COST TO
RESURVEY TO DETERMINE THE RE-
QUIREMENTS FOR ACCOMMODATING
MULTIPLE LICENSEES.

MAKE-READY WORK SCHEDULE

SAME AS I.B.

SAME AS I.A.

MAKE-READY COST ALLOCATIONS

SAME AS I.B.

SAME AS I.A.

APPENDIX II

EXPLANATION OF THE USE OF APPENDIX III
ADMINISTRATIVE FORMS

1. At the time any Licensee anticipates a request for a new license, it should (pursuant to Article VII) submit to each Licensors: Form A-1 (Application and Pole Attachment License) and Form A-2 (Pole Details) - (pursuant to Article VIII) Form B-1 (Authorization for Field Survey Work), Form B-2 (Authorization for Pole Make-Ready Work) and Form C (Itemized Estimate of Pole Make -Ready Work and Charges, which will be completed by New England Telephone and Telegraph Company d/b/a Bell Atlantic-New England.
2. Each Licensors shall fill out Part I of Form B-1 (Authorization for Field Survey Work). If Licensee agrees to the field survey estimate, it will fill out, execute and return the form to the Licensors with the appropriate fee.
3. Each Licensors shall fill out Form B-2 (Authorization for Pole Make Ready Work) when appropriate. If Licensee agrees to the make ready changes, it will execute and return to the Licensors with the appropriate fee. (See Article VIII, para. D.)
4. Form C is used by New England Telephone and Telegraph Company d/b/a Bell Atlantic-New England to more fully explain the estimated charges. When requested by the Licensee, this breakdown of charges may be sent by New England Telephone and Telegraph Company d/b/a Bell Atlantic-New England.
5. After the completion of the Make Ready Work, the Licensors shall complete Form A-1 with a license number, date and signature. Licensee's receipt of this executed A-1 is its authorization to make the attachments described in the application.
6. Any time a Licensee discontinues the use of a pole or poles upon which it has a license, it shall submit Form D (Notification of Discontinuance of the Use of Poles) to each Licensors.
7. Form F (Bond) will be submitted by the Licensee to the appropriate Licensors from time to time as specified in Article III, para. C.
8. Form E (Certificate of Insurance) will be submitted by Licensee prior to the execution of the License Agreement.

APPENDIX III

Index of License Application Forms

Application and Pole Attachment License	A-1
Pole Details	A-2
Authorization for Field Survey Work	B-1
Authorization for Pole Make-Ready Work	B-2
Itemized Pole Make-Ready Work and Charges	C
Notification of Discontinuance of Use of Poles	D
Certificate of Insurance (Omitted 11/18/94)	E
Bond	F
Identification Tags	G

APPLICATION AND POLE ATTACHMENT LICENSE

Licensee State Cable TV Corporation
Street Address _____
City and State _____
Date _____

In accordance with the terms and conditions of the License Agreement between us,
dated October 27, 19 98, application is hereby made for a license to make
_____ attachments to JO poles, _____ attachments to FO poles, _____ attachments to JU
poles and _____ Power Supplies located in the municipality of _____, as indicated on Form A-2.
This request will be designated Pole Attachment License Application Number _____

Licensee's Name (Print) _____

Signature _____

Power Company

Title _____

Tel. No. _____

Fax No. _____

*****For license use, do not write below this line*****

Pole Attachment License Application Number _____ is hereby granted to make the
attachments described in this application to _____ attachments to JO poles, _____ attachments to FO
poles, _____ attachments to JU poles and _____ Power Supplies located in the municipality of
_____ as indicated on the attached form A-2. This request will be designated Pole Attachment
License Application Number _____

Licensor's Name (Print) _____

Signature _____

(AGREEMENT ID #)

Title _____

Date _____

Tel. No. _____

It is the Licensee's responsibility to submit an original copy of this application to New England Telephone and Telegraph Company d/b/a Bell Atlantic-New England and the appropriate Power Company. Individual applications to be numbered in sequential ascending order by Licensee for each License Agreement. Licensor will process applications in sequential ascending order according to the application numbers assigned by the Licensee.

POLE DETAILS

State Cable TV Corporation

License Application Number _____

Licensee

Public Service Company of New Hampshire

Power Company Involved

Municipality where poles are located

Note: Provide separate applications for each municipality

Pole No.

Location¹

Attach²

Tax Lic. Lic.
Dist. No. Date

LICENSOR WILL PROVIDE AN ITEMIZED
ESTIMATE OF POLE MAKE READY WORK
REQUIRED AND ASSOCIATED CHARGES
(APPENDIX III FORM C).

Licensee's Signature _____

Title _____

- (1) Indicate location by providing name of street, highway, route, etc., e.g., South Street, north of (N/O) Jones Road. Private Property Poles should be identified as such e.g., P.P. (Lead off pole 1234 South).
- (2) A complete description of all facilities shall be given including quantities, sizes and types of all cables and equipment.
- (3) Completed by Licensor.

Note: Attach Additional sheets if necessary

AUTHORIZATION FOR FIELD SURVEY WORK

Licensee: State Cable TV Corporation

In accordance with Article IV, Paragraph (A) (1) of the License Agreement, following is a summary of the estimated charges which will apply to complete a field survey covering Pole Attachment License Application Number _____.

	<u>Hours</u>	<u>Rate/Hour</u>	<u>Total</u>
Field Survey	_____	_____	\$ _____
Plus 10% Administrative Compensation			\$ _____
TOTAL			\$ _____

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of \$ _____. Please note, this quote is only valid for 30 days.

Licensor's Name (Print) _____

Signature _____

Title _____

Address _____

Tel. No. _____

Date _____

The required field survey covering License Application No. _____ is authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to License Agreement. My anticipated date of attachment is _____.

Licensee's Name Print _____

Signature _____

Tel. No. _____

Date _____

AUTHORIZATION FOR POLE MAKE-READY WORK

State Cable TV Corporation
Licensee

Field survey work associated with your License Application No. _____ dated
_____ 19____, for attachment to poles has been completed.

Following is a summary of the estimated make ready charges which will apply.

<u>Make-Ready Work</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Total</u>
Labor	_____	_____	\$ _____
Material			\$ _____
Sub Total			\$ _____
Plus 10% Administrative Compensation			\$ _____

Attached, as requested, is an itemized estimate (Form C) of required make-ready work and associated charges. If you wish us to complete the required make-ready work, please sign this copy below and return with an advance payment in the amount of \$_____.

Licensors Name (Print) _____

Signature _____

Title _____

Address _____

Tel. No _____

Date _____

The replacements and rearrangements included in License Application No. _____ are authorized and the costs therefore will be paid to Licensors in accordance with Appendix I to License Agreement

Licensee's Name (Print) _____

Signature _____ Tel. No. _____

Title _____ Date _____

Sheet _____ of _____

Date Prepared

Exchange or Wire Center

KC#

Keep Cost Order Number

(see next page)

EXPLANATION OF COLUMNS for Form C

To be filled in by Licensee:

- (1) Designate pole number assigned by each utility company

T - Telephone E - Electric

- (2) Name of Street, Road, Highway, Route, etc.

To be filled in by Licensor:

- (3) Work Operation Description, e.g.

Lwr 2 Ca 1'

Lwr Top Ca 1'

Lwr Ca & Term 18"

Rpl Pole

Rse Rack 2'

Plc A & G

Lwr Fire Alm 1'

Rse Trnsf 1'

- (4) Indicate Company to perform work operation, e.g.,

T - Telephone P - Police

E - Electric M - Municipality

C - CATV O - Other Licensee

F - Fire

T/C - Option - Either Telephone or CATV

- (5) List Non-exempt Material Only

- (6) Indicate labor hours and costs required to perform work operations listed in (3).

NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

Licensee State Cable TV Corporation
Street Address _____
City and State _____
Date _____

In accordance with the terms of Agreement dated October 27, 19 98, notice is hereby given that attachments to the following poles in the municipality of _____ covered by permit number _____ were removed on _____ 19____.

<u>Pole Number</u>	<u>Location</u>	<u>Attachment</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total number of attachments to JO poles to be discontinued _____
Total number of attachments to FO poles to be discontinued _____
Total number of attachments to JU poles to be discontinued _____
Total number of Power Supplies to be discontinued _____

Said permit is to be canceled in its entirety/partially as above.
(circle one)

Licensee _____	Print Name _____
Signature _____	Tel. No. _____
Title _____	Date _____

Use of poles has been discontinued as above.

Licensor's Name (Print) _____	Signature _____
Title _____	Date _____
Tel. No. _____	

It is the Licensee's responsibility to submit an original copy of this form to New England Telephone and Telegraph Company d/b/a Bell Atlantic-New England and the appropriate Power Company.

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

159431

NH

Cost Ctr: 356

\$58,571.28

Northeast Utilities (Public Service Co

AERIAL LICENSE AGREEMENT

DATED: AUGUST 17, 1993

BETWEEN

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY
(LICENSOR)

AND

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
(LICENSOR)

AND

GRASSROOTS CABLE SYSTEMS, INC.
(LICENSEE)

I.D.788

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LICENSE AGREEMENT

THIS AGREEMENT, made this 17 day of AUGUST 1993,
by and between Public Service Company of New Hampshire, a
corporation organized and existing under the laws of the State
of New Hampshire, having its principal office in the City of
Manchester, and New England Telephone and Telegraph Company, a
corporation organized and existing under the laws of the State of
New York, having its principal office in the City of Boston,
Massachusetts (either or both hereinafter referred to as the
"Licensor") and Grassroots Cable Systems, Inc., a corporation
organized and existing under the laws of the State of New
Hampshire, having its principal office in the City of Exeter, New
Hampshire, hereinafter referred to as the "Licensee".

W I T N E S S E T H

WHEREAS, Licensee proposes to furnish communications services
in the Towns of Albany(trunk run), Carroll, Conway (trunk run),
Carroll, Conway (trunk run), Eaton, Franconia (trunk run),
Madison, Middleton, Northumberland on Route 3 North, Stratford,
Sugar Hill and Wakefield, in the State of New Hampshire; and

WHEREAS, Licensee will need to place and maintain attachments
within the area described above and desires to place such
attachments on poles of Licensor; which poles are either jointly
or solely owned by the Licensors; and

WHEREAS, Licensor is willing to permit, to the extent they
may lawfully do so, the placement of said attachments on
Licensor's facilities where reasonably available and where such
use will not interfere with Licensor's service requirements or
the use of its facilities by others subject to the terms of this
agreement;

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

ARTICLE I
DEFINITIONS

As Used in This Agreement

A) Anchor Rod

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

B) Attachment

Any single strand, hardware, cable, wires and/or apparatus attached to a pole and owned by the Licensee.

C) Guy Strand

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

D) Joint Owner

A person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.

E) Make-Ready Work

The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of pole or any other changes) to accommodate the Licensee's attachments on Licensor's pole.

F) Field Survey Work or Survey Work

A survey of the poles on which Licensee wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work

G) Other Licensee

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

H) Joint User

A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles and anchor rods owned by each party.

I) Suspension Strand

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

J) Identification Tags

Identification tags are used to identify Licensee's plant. Identification tags shall be made of polyethylene and polyvinyl chloride with ultraviolet inhibitors. The two types of Identification tags are cable and apparatus tags as described in Appendix III, Form G.

Article II
SCOPE OF AGREEMENT

- (A) Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful communications purpose, revocable, nonexclusive licenses authorizing the attachment of Licensee's attachments to Licensor's poles within the Towns of Albany (trunk run), Carroll, Conway (trunk run), Eaton, Franconia (trunk run), Madison, Middleton, Northumberland on Route 3 North, Stratford, Sugar Hill and Wakefield in the State of New Hampshire.
- (B) No use, however extended, of Licensor's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Licensor's rights to use the public or private property at the location of Licensor's poles.
- (C) Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole, or other facilities not needed for Licensor's own service requirements.
- (D) Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has heretofore entered into, or may in the future enter into with others not parties to this Agreement regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s) between Licensor and any joint owner(s) or joint user(s) of Licensor's poles.

ARTICLE III
FEES AND CHARGES

- (A) Licensee agrees to pay to Licensor the fees and charges as specified in and in accordance with the terms and conditions of APPENDIX I, attached hereto and made a part hereof.
- (B) Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement.
- (C) Licensee shall furnish bond or other satisfactory evidence of financial security in such form (Appendix III Form F hereto attached) and amount as Licensor from time to time may require, in an initial amount of \$, but not exceeding \$50,000.00, to guarantee the payment of any sums which may become due to Licensor for fees due hereunder or charges for work performed for the benefit of Licensee under this Agreement, including

the removal of Licensee's attachments upon termination of this Agreement or upon termination of any License issued hereunder. The financial security requirement may be waived in writing by Licensor or either of them and reinstituted if waived.

- (D) The Licensor may change the amount of fees and charges specified in Appendix I by giving the Licensee not less than sixty (60) days' written notice prior to the date the change is to become effective. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such sixty-day notice period if the change in fees and charges is not acceptable to Licensee; provided Licensee gives Licensor written notice of its election to terminate this Agreement at least thirty (30) days prior to the end of such sixty-day period.
- (E) Changes or amendments to APPENDIX I shall be effected by the separate execution of APPENDIX I as so modified. The separately executed APPENDIX I shall become a part of and be governed by the terms and conditions of this Agreement. Such changes or amendments shall become effective within sixty (60) days and shall be presumed acceptable unless within that period Licensee advises Licensor in writing that the changes and amendments are unacceptable and, in addition, within thirty (30) days thereafter submits the issue to the regulatory body asserting jurisdiction over this agreement for decision.

ARTICLE IV

ADVANCE PAYMENT

- (A) Licensee shall make an advance payment to the Licensor prior to:
 - (1) any undertaking by Licensor of the required field survey [See Article VIII para. (A)] in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete such survey.
 - (2) any performance by Licensor of any make-ready work required in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete the required make-ready work.
- (B) The amount of the advance payment required will be credited against the full cost to Licensor for performing such work or having such work performed by others plus, unless waived by Licensor or either of them, an amount equal to ten (10%) percent of Licensor's full cost.

- c) Where the advance payment made by Licensee to Licensor for field survey or make-ready work is less than the full cost to Licensor for such work, Licensee agrees to pay Licensor all sums due in excess of the amount of the advance payment.
- D) Where the advance payment made by Licensee to Licensor for field survey or make-ready work exceeds the full cost to Licensor for such work, Licensor shall refund the difference to Licensee.

ARTICLE V
SPECIFICATIONS

- A) Licensee's attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the Manual of Construction Procedures (Blue Book, the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.
- B) If any part of Licensee's attachments is not so placed and maintained, Licensor may upon ten (10) days written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's attachments from any or all of Licensor's poles or perform such other work and take such other action in connection with said attachments that Licensor deems necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligation at the cost and expense to Licensee and without any liability therefor; provided, however, that when in the sole judgement of Licensor such a condition may endanger the safety of Licensor's employees or interfere with the performance of Licensor's service obligations, Licensor may take such action without prior notice to Licensee.
- C) As described in Appendix III, Section G, Licensee shall place Identification cable tags on cables located on poles and Identification Apparatus tags on any associated items of Licensee's Plant, e.g., guys, anchors or terminals. The Telephone Company, in its sole determination, has the right to approve all identification tags that are different than those described in Appendix III, Section G.
- D) The Licensee shall take all necessary or advisable precautions by the installation of protective equipment or otherwise at its sole cost and expense to protect against interference with the services or lines of the Licensors and injury or damage to persons or property including employees and property of the Licensors.

- E) Notwithstanding anything permitted or required by the specifications and codes referred to in the first paragraph of this Article V, the Licensee shall, at its expense, so install, maintain and operate its attachments that they are compatible with the facilities of the Electric Company energized at voltages up to and including 22,000 volts to ground, provided however, that the Licensee shall not be required to accommodate its attachments to voltages above 7200 volts to ground until notified by the Electric Company from time to time, of (a) the higher voltage at which the Electric Company will be operating its facilities, and (b) the area affected by such operations, and (c) the time when such operation will begin.

ARTICLE VI
LEGAL REQUIREMENTS

- A) Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its attachments on public and private property at the location of Licensor's pole which Licensee uses and shall submit to Licensor evidence of such authority before making attachment on such public and/or private property.
- B) The applicable provisions in the attachment entitled "Non-Discrimination Compliance Agreement" shall form a part of this agreement and any amendments thereto. (Attachment A)
- C) The parties hereto shall at all times observe and comply with, and the provisions of the Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances or regulations remain in effect.

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

ARTICLE VII

ISSUANCE OF LICENSES

- (A) Before Licensee shall attach to any pole, Licensee shall make application for and have received a license therefor in the form of APPENDIX III, Forms A-1 and A-2.
- (B) Licensee agrees to limit the filing of applications for pole attachment licenses to include not more than 200 poles on any one application and 2,000 poles on all applications which are pending approval by Licensor at any one time. Such limitations will apply to Licensor's poles located within a single plant construction district of Licensor. Licensee further agrees to designate a desired priority of completion of the field survey and make-ready work for each application relative to all other of its applications on file with Licensor at the same time.

ARTICLE VIII

POLE MAKE-READY WORK

- (A) A field survey will be required for each pole for which attachment is requested to determine the adequacy of the pole to accommodate Licensee's attachments. The field survey will be performed jointly by representatives of Licensor, joint owner and/or joint user and Licensee.
- (B) Licensor reserves the right to refuse to grant a license for attachment to a pole when Licensor determines that the communications space on such pole is required for its exclusive use or that the pole may not reasonably be rearranged or replaced to accommodate Licensee's attachments.

- (C) In the event Licensor determines that a pole to which Licensee desires to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the attachments of Licensee in accordance with the specifications set forth in Article V, Licensor will indicate on the Authorization for Pole Make-Ready Work (Appendix III, Form B2) the estimated cost of the required make-ready work and return it to Licensee.
- (D) Any required make-ready work will be performed following receipt by Licensor of completed Form B2. Licensee shall pay Licensor for all make-ready work completed in accordance with the provisions of APPENDIX I, and shall also reimburse the owner(s) of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging such facilities to accommodate Licensee's pole attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for pole replacements or for rearrangement of attachments on Licensor's poles by reason of the use by the Licensor or other authorized user(s) of any additional space resulting from such replacement or rearrangement.
- (E) Should Licensor, or another party with whom it has a joint use agreement, for its own service requirements, need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will either rearrange its attachments on the pole or transfer them to a replacement pole as determined by Licensor so that the additional facilities of Licensor or joint user may be attached. The rearrangement or transfer of Licensee's attachments will be made at Licensee's sole expense. If Licensee does not rearrange or transfer its attachments within fifteen (15) days after receipt of written notice from Licensor requesting such rearrangement or transfer, Licensor or joint user may perform or have performed such rearrangement or transfer and Licensee agrees to pay the costs thereof.
- (F) Licensor may, when it deems an emergency to exist, rearrange, transfer or remove Licensee's attachments to Licensor's poles, at Licensee's expense, and without any liability on the part of the Licensor for damage or injury to Licensee's attachments.
- (G) License applications received by Licensor from two or more licensees for attachment accommodations on the same pole, prior to the commencement of any field survey or make-ready work required to accommodate any licensee, will be processed by Licensor in accordance with the procedures detailed in APPENDIX II attached hereto.
- (H) In performing all make-ready work to accommodate Licensee's attachments, Licensor will endeavor to include such work in its normal work load schedule.

- (I) .. Licensee may attach its guy strand to Licensor's existing anchor rod at no charge where Licensor determines that adequate capacity is available; provided that Licensee agrees to secure any necessary right-of-way therefore from the appropriate property owner. Should Licensor, or joint user, if any, for its own service requirements, need to increase its load on the anchor rod to which Licensee's guy is attached, Licensee will either rearrange its guy strand on the anchor rod or transfer it to a replacement anchor as determined by Licensor. The cost of such rearrangement and/or transfer, and the placement of a new or replacing anchor will be at the sole expense of Licensee, which Licensee agrees to pay. If Licensee does not rearrange or transfer its guy strand within fifteen (15) days after receipt of written notice from Licensor regarding such requirement, Licensor or joint user may perform, or have performed, the work involved and Licensee agrees to pay the full costs thereof.

ARTICLE IX

CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS

- (A) Licensee shall, at its own expense, construct and maintain its attachments on Licensor's poles in a safe condition and in a manner acceptable to Licensor, so as not to conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically interfere with Licensor's facilities attached thereon.
- (B) Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Licensee's attachments. Where multiple licensees' attachments are involved, Licensor will attempt to the extent practical, to designate the same relative position on each pole for each licensee's attachments.
- (C) Licensee shall obtain specific written authorization from Licensor before relocating or replacing its attachments on Licensor's poles.
- (D) All tree trimming made necessary, in the opinion of the Licensors, by reason of the Licensee's proposed attachments at the time of attachment or thereafter, provided the owner(s) of such trees grants permission to the Licensee, shall be performed by contractors approved by Licensors, at the sole cost, expense and direction of the Licensee, except such trimming as may be required on Licensee's customers' premises, to clear Licensee's cable drops, which trimming shall be done by the Licensee at its expense.
- (E) Licensee, at its expense, will remove its attachments from any of Licensor's poles within fifteen (15) days after termination of the license covering such attachments.

If Licensee fails to remove its attachments within such fifteen (15) day period, Licensor shall have the right to remove such attachments at Licensee's expense and without any liability on the part of the Licensor for damage or injury to Licensee's attachments.

ARTICLE X

TERMINATION OF LICENSE

- (A) Any license issued under this Agreement shall automatically terminate when Licensee ceases to have authority to construct, operate and/or maintain its attachments on the public or private property at the location of the particular pole covered by the license.
- (B) Licensee may at any time remove its attachments from a pole after first giving Licensor written notice of such removal (APPENDIX III, Form D). Following such removal, no attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

ARTICLE XI

INSPECTIONS OF LICENSEE'S ATTACHMENTS

- (A) Licensor reserves the right to make periodic inspections of any part of Licensee's attachments, including guying, attached to Licensor's poles, and Licensee shall reimburse Licensor for the expense of such inspections.
- (B) The frequency and extent of such inspections by Licensor will depend upon Licensee's adherence to the requirements of Articles V and VII herein.
- (C) Licensor will give Licensee advance written notice of such inspections, except in those instances where, in the sole judgement of Licensor, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee.
- (D) The making of periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.
- (E) Any charge imposed by Licensor for such inspections shall be in addition to any other sums due and payable by Licensee under this Agreement. No act or failure to act by Licensor with regard to said charge or any unlicensed use by Licensee shall be deemed as a ratification or the licensing of the unlicensed use; and if any license should subsequently be issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

ARTICLE XII

UNAUTHORIZED ATTACHMENTS

- (A) If any of Licensee's attachments shall be found attached to Licensor's poles for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement (including termination) or otherwise, may impose a charge and require Licensee to submit in writing, within fifteen (15) days after receipt of written notification from Licensor of the unauthorized attachment, a pole attachment application. If such application is not received by the Licensor within the specified time period, Licensee shall remove its unauthorized attachment within fifteen (15) days of the final date for submitting the required application, or Licensor may remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.
- (B) For the purpose of determining the applicable charge, absent satisfactory evidence to the contrary, the unauthorized pole attachment shall be deemed as having existed since the date of this agreement, and the fees and charges as specified in APPENDIX I, shall be applicable thereto and due and payable forthwith whether or not Licensee is permitted to continue the pole attachment.

ARTICLE XIII

LIABILITY AND DAMAGES

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

(C) Except, as may be caused by the sole negligence of Licensor, or either of them, Licensee shall defend, indemnify and save harmless Licensor, or either of them, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against Licensor, or either of them by reason of (a) any work or thing done upon the poles licensed hereunder or any part thereof performed by Licensee or any of its agents, contractors, servants, or employees; (b) any use, occupation, condition, operation of said poles or any part thereof by Licensee or any of its agents, contractors, servants, or employees; (c) any act or omission on the part of Licensee or any of its agents, contractors, servants, or employees, for which Licensor may be found liable; (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by Licensee or any of its agents, contractors, servants, or employees; (e) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement, (f) payments made under any Workers' Compensation Law or under any plan for employees disability and death benefits arising out of any use of the poles by Licensee or any of its agents, contractors, servants, employees or by (g) the erection, maintenance, presence, use, occupancy or removal of Licensee's attachments by Licensee or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to Licensor's poles.

(D) Licensee shall indemnify, save harmless and defend Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's attachments, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's attachments in combination with Licensor's poles, or otherwise.

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

ARTICLE XIV INSURANCE

(A) Licensee shall carry insurance issued by an insurance carrier satisfactory to Licensor to protect the parties hereto from and against any and all claims, demands, actions, judgements, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article XIII preceding.

(B) The amounts of such insurance, without deductibles:
(1) against liability due to damage to property shall not be less than \$1,000,000 as to any one occurrence and \$1,000,000 aggregate, and

- (2) against liability due to injury to or death of persons shall be not less than \$3,000,000.00 as to any one person and \$3,000,000.00 as to any one occurrence.
- (C) Licensee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.
- (D) All insurance must be effective before Licensor will authorize Licensee to make attachments to any pole and shall remain in force until such attachments have been removed from all such poles.
- (E) Licensee shall submit to Licensor certificates of insurance including renewal thereof shown as Form E of Appendix III hereto annexed, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; and that such certificates will name the Licensor as an additional insured under the public liability policy and that it will not cancel or change any such policy of insurance issued to Licensee except after the giving of not less than 30 days' written notice to Licensor.

ARTICLE XV
AUTHORIZATION NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any pole covered by this Agreement.

ARTICLE XVI
ASSIGNMENT OF RIGHTS

- (A) Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licensor.
- (B) In the event such consent or consents are granted by Licensor, then this Agreement shall extend to and bind the successors and assigns of the parties hereto.
- (C) Pole space licensed to Licensee hereunder is for Licensee's use only, and Licensee shall not lease, sublicense, share with, convey or resell to others any such space or rights granted hereunder.

ARTICLE XVII
FAILURE TO ENFORCE

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

ARTICLE XVIII

TERMINATION OF AGREEMENT

- (A) If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, or if Licensee's facilities are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance. Licensor may at its option forthwith terminate this Agreement and all authorizations granted hereunder, or the authorizations covering the poles as to which such default or noncompliance shall have occurred.
- (B) If an insurance carrier shall at any time notify Licensor that the policy or policies of insurance, required under ARTICLE XIV hereof, will be cancelled or changed so that the requirements of ARTICLE XIV will no longer be satisfied, then this Agreement terminates unless prior to the effective date thereof Licensee shall furnish to Licensor certificates of insurance including insurance coverage in accordance with the provisions of ARTICLE XIV hereof.
- (C) In the event of termination of this Agreement Licensee shall remove its attachments from Licensor's poles within six (6) months from date of termination; provided, however, that Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until Licensee's attachments are removed from Licensor's poles.
- (D) If Licensee does not remove its attachments from Licensor's poles within the applicable time periods specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor; and Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until such attachments are removed.

ARTICLE XIX

TERM OF AGREEMENT

- (A) This Agreement shall remain in effect for a term of five (5) years from the date hereof.

- (B) Termination of this Agreement or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

ARTICLE XX

NOTICES

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

To Licensee: Mr. Robert Felder
Grassroots Cable Systems, Inc.
Industrial Drive
Exeter Corporate Park
P.O. Box 280
Exeter, New Hampshire 03833

To Licensor: Mr. W. Arthur Fessenden
Plant Records Supervisor
Public Service Company of New Hampshire
P.O. Box 330
Manchester, New Hampshire 03105

To Licensor: Mr. Joseph Lebrun
Director Engineering & Construction
New England Telephone and Telegraph Company
900 Elm Street, Suite 1805
Manchester, New Hampshire

This agreement cancels and supersedes any and all previous pole attachment agreements between the Licensors and Licensee insofar as the aforementioned municipalities are concerned except as to liabilities already accrued, if any.

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

GRASSROOTS CABLE SYSTEMS, INC.

By: Maech B. Felder
(Name)

Title: Vice President

Date of Execution: 8/10/93

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By: Bruce W. Spinney
(Name) Bruce W. Spinney

Title: Managing Director

Date of Execution: 9/17/93

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

By: Earl Maynard
(Name)

Title: V.P.

Date of Execution: June 24, 1993

EXHIBIT 2



Northeast
Utilities System

PUBLIC SERVICE OF NEW HAMPSHIRE
031612

AMOUNT PAID

AMOUNT NOW DUE
\$635,310.77

06 0 1 4 3 07

29601141529 0635310772 0001533563

TIME WARNER CABLE
ATTN DON JOHNSON
118 JOHNSON ROAD
PORTLAND ME 04102

SB

NORTHEAST UTILITIES
BOX NUMBER 2957
HARTFORD CT 06104

Please make checks
payable to
PSNH

Please Return This Portion With Your Payment

Account Number	Statement Date	PREVIOUS BILL	03/15/12	\$636,844.33
296011415	MAR 16, 2012	BALANCE FORWARD		\$636,844.33
		AMOUNT NOW DUE		\$635,310.77

BILLING FOR POLE ATTACHMENT LICENSES: JAN 01, 2012 - JUN 30, 2012

PSNH DOCUMENT: ALA-316

SEMI-ANNUAL BILL AMOUNT BILLED 1/12/12 \$159,695.31

OUTSTANDING BALANCE AS OF 3/14/12	\$728,159.41
PAYMENT MADE 3/15/12	-102,237.47

BALANCE	625,921.41
INTEREST @ 1.5%	9,388.83

OUT STANDING BALANCE AS OF 3/16/12	\$635,310.77
	=====

14700-

TERMS: NET 30 DAYS LATE PAYMENT CHARGE OF 1.5% PER MONTH ADDED TO
AMOUNT NOT PAID WITHIN 30 DAYS OF BILL DATE.
(ANNUAL PERCENTAGE RATE 18%)

AS OF MAR 16, 2012, WE HAD NOT RECEIVED THE PAYMENT DUE ON THIS
ACCOUNT.

IF YOUR PAYMENT HAS BEEN MADE, THANK YOU.

ANY QUESTIONS CONCERNING THIS BILL CALL (860)665-2449 OR (800)286-5000.
EXT 703-2449, BETWEEN 8 AM AND 4:30 PM, MONDAY THROUGH FRIDAY.



Northeast
Utilities System



Northeast
Utilities System

PUBLIC SERVICE OF NEW HAMPSHIRE
011212

AMOUNT PAID
06 0 1 4 3 07

AMOUNT NOW DUE
\$709,156.51

29601141529 0709156514 0159695319

TIME WARNER CABLE
ATTN DON JOHNSON
118 JOHNSON ROAD
PORTLAND ME 04102

SB

NORTHEAST UTILITIES
BOX NUMBER 2957
HARTFORD CT 06104

Please make checks
payable to
PSNH

Please Return This Portion With Your Payment

296011415

JAN 12, 2012

Account Number

Statement Date

PREVIOUS BILL
BALANCE FORWARD
AMOUNT NOW DUE

12/15/11

\$549,461.20
\$549,461.20
\$709,156.51

BILLING FOR POLE ATTACHMENT LICENSES: JAN 01, 2012 - JUN 30, 2012

PSNH DOCUMENT: ALA-316

SEMI-ANNUAL BILL AMOUNT \$159,695.31

OUTSTANDING BALANCE ON 12/14 \$541,341.08
INTEREST @ 1.5% AS OF 12/15 8,120.12
TOTAL BALANCE DUE AS OF 12 15 \$549,461.20
NEW TOTAL BALANCE DUE ON 1/12/12 \$709,156.51

14950-1776-31-600-21476-\$159,695.31

OKD5
2-8-12

TERMS: NET 30 DAYS LATE PAYMENT CHARGE OF 1.5% PER MONTH ADDED TO
AMOUNT NOT PAID WITHIN 30 DAYS OF BILL DATE.
(ANNUAL PERCENTAGE RATE 18%)

AS OF JAN 12, 2012, WE HAD NOT RECEIVED THE PAYMENT DUE ON THIS
ACCOUNT.

IF YOUR PAYMENT HAS BEEN MADE, THANK YOU.

Also sending to legal to dispute psst charges
as they were charging us Telcom Rates (DJ)

ANY QUESTIONS CONCERNING THIS BILL CALL (860)665-2449 OR (800)286-5000,
EXT 703-2449, BETWEEN 8 AM AND 4:30 PM, MONDAY THROUGH FRIDAY.



Northeast

POLE ATTACHMENT INVOICE
01/01/2012 through 06/30/2012
PSNH Document: ALA-316 (TMWR1)

Time Warner Entertainment Co., L.P.
 Attn: Don Johnson
 118 Johnson Rd.
 Portland, ME 04102

ACCOUNT NUMBER: 296011415

TOWN	TV / INTERNET			Urbanized Communications			Non-Urbanized Communications		
	JOINT	SOLE	TRI	JOINT	SOLE	TRI	JOINT	SOLE	TRI
Albany	546	11							
Ashland	1								
Bath	536	16							
Berlin							2287	55	
Bethlehem							1272	20	
Brookfield	947	2							
Campton	476	65							
Carroll	517	25							
Conway	2590	65							
Dalton							49		
Dummer	1								
Eaton	254	3							
Effingham	1336	54							
Franconia	463	29							
Freedom	1724	54							
Gorham							1009	23	
Jefferson							426	13	
Keene							4403	210	
Lancaster							781	6	
Lisbon/Landaff	529	17							
Littleton	17								
Madison	1890	17							
Marlborough							697	24	
Middleton	998	12							
Milan	1145	18							
Northumberland							1038	20	



Northeast
Utilities System

PUBLIC SERVICE OF NEW HAMPSHIRE
052206

AMOUNT PAID

06 0 1 4 3 07

AMOUNT NOW DUE

\$20,725.75

29601127533 0020725758 0000000000

TIME WARNER
11 EAGLE COURT
KEENE

NH 03431

SB

NORTHEAST UTILITIES
BOX NUMBER 2957
HARTFORD CT 06104

Please make checks
payable to

PSNH

Please Return This Portion With Your Payment

296011275

MAY 22, 2006

Account Number

Statement Date

PREVIOUS BILL

04/21/06

\$36,929.34

PAYMENT

05/19/06

\$16,203.59 CR

BALANCE FORWARD

\$20,725.75

AMOUNT NOW DUE

\$20,725.75

BILLING FOR POLE ATTACHMENT LICENSES FOR THE PERIOD OF 01/01/06 THRU
06/30/06

\$36,929.34

=====

REMINDER BILL - PAST DUE - PAY IMMEDIATELY

=====

TERMS: NET 30 DAYS LATE PAYMENT CHARGE OF 1.5% PER MONTH ADDED TO
AMOUNT NOT PAID WITHIN 30 DAYS OF BILL DATE.
(ANNUAL PERCENTAGE RATE 18%)

MAY 31 2006

ANY QUESTIONS CONCERNING THIS BILL CALL (860) 665-2449 OR
(860)665-2452, BETWEEN 8 AM AND 4:30 PM, MONDAY THROUGH FRIDAY.



Northeast
Utilities System



Northeast
Utilities System

PUBLIC SERVICE OF NEW HAMPSHIRE
022106

06 0 1 4 3 07

AMOUNT PAID

AMOUNT NOW DUE

\$36,929.34

29601127533 0036929346 0036929346

TIME WARNER
11 EAGLE COURT
KEENE

NH 03431

SB

NORTHEAST UTILITIES
BOX NUMBER 2957
HARTFORD CT 06104

Please make checks
payable to

PSNH

Please Return This Portion With Your Payment

296011275
Account Number

FEB 21, 2006
Statement Date

PREVIOUS BILL	06/20/05	\$1,252.39 CR
ADJUSTMENT(DB/CR)	07/19/05	\$1,252.39
BALANCE FORWARD		\$0.00
AMOUNT NOW DUE		\$36,929.34

BILLING FOR POLE ATTACHMENT LICENSES
PER ATTACHED DETAIL

\$36,929.34
=====

TERMS: NET 30 DAYS LATE PAYMENT CHARGE OF 1.5% PER MONTH ADDED TO
AMOUNT NOT PAID WITHIN 30 DAYS OF BILL DATE.
(ANNUAL PERCENTAGE RATE 18%)

ANY QUESTIONS CONCERNING THIS BILL CALL (860) 665-2449 OR
(860)665-2452, BETWEEN 8 AM AND 4:30 PM, MONDAY THROUGH FRIDAY.



Northeast
Utilities System

POLE ATTACHMENT INVOICE
01/01/2006 through 06/30/2006
PSNH Document: ALA-215 (TMWR2)

Time Warner Cable
11 Eagle Court
Keene, NH 03431

ACCOUNT NUMBER: 296011275

TOWN	TV & INTERNET			Urbanized Communications			Non-Urbanized Communications		
	JOINT	SOLE	TRI	JOINT	SOLE	TRI	JOINT	SOLE	TRI
Keene							3412	207	
Marlborough							691	24	
Richmond							312	1	
Roxbury							60		
Surry							375		
Swanzey							2265	106	
TOTAL POLES:							7,115	338	
COLUMN TOTAL:							\$67,450.20	\$6,408.48	

ATTACHMENT RATES					
		COMMUNICATIONS			
TV & Internet Joint	4.16	Non-Urbanized Joint	9.48	Urbanized Joint	6.29
TV & Internet Sole	8.31	Non-Urbanized Sole	18.96	Urbanized Sole	12.57
TV & Internet Tri	2.77	Non-Urbanized Tri	6.32	Urbanized Tri	4.19

ANNUAL TOTAL
\$73,858.68

DUE THIS BILLING:

~~\$36,920.34~~

If you have any questions about your bill, please contact John Pearson at (603)634-3511.

[illegible]



Northeast
Utilities System

PUBLIC SERVICE OF NEW HAMPSHIRE
022106

06 0 1 4 3 07

AMOUNT PAID

AMOUNT NOW DUE

\$36,929.34

29601127533 0036929346 0036929346

TIME WARNER
11 EAGLE COURT
KEENE

NH 03431

SB

NORTHEAST UTILITIES
BOX NUMBER 2957
HARTFORD CT 06104

Please make checks
payable to

PSNH

Please Return This Portion With Your Payment

296011275

FEB 21, 2006

Account Number

Statement Date

PREVIOUS BILL
ADJUSTMENT(DB/CR)
BALANCE FORWARD
AMOUNT NOW DUE

06/20/05
07/19/05

\$1,252.39 CR
\$1,252.39
\$0.00
\$36,929.34

BILLING FOR POLE ATTACHMENT LICENSES
PER ATTACHED DETAIL

\$36,929.34
=====

TERMS: NET 30 DAYS LATE PAYMENT CHARGE OF 1.5% PER MONTH ADDED TO
AMOUNT NOT PAID WITHIN 30 DAYS OF BILL DATE.
(ANNUAL PERCENTAGE RATE 18%)

ANY QUESTIONS CONCERNING THIS BILL CALL (860) 665-2449 OR
(860)665-2452, BETWEEN 8 AM AND 4:30 PM, MONDAY THROUGH FRIDAY.



Northeast
Utilities System



**Public Service
of New Hampshire**

60 W. Pennacook Street, Manchester, NH 03101

Public Service Company of New Hampshire
P.O. Box 330
Manchester, NH 03105-0330
(603) 669-4000

December 20, 2005

Time Warner Cable (Paragon)
11 Eagle Court
Keene, NH 03431

Dear Sir or Madam:

Per Appendix I, Attachment Fees and Charges of your Aerial License Agreement, this letter is to inform you of a change in our pole attachment fees. The rates below will become effective on January 1, 2006.

ATTACHMENT RATES					
		COMMUNICATIONS			
TV & Internet Joint	4.16	Non-Urbanized Joint	9.48	Urbanized Joint	6.29
TV & Internet Sole	8.31	Non-Urbanized Sole	18.96	Urbanized Sole	12.57
TV & Internet Tri	2.77	Non-Urbanized Tri	6.32	Urbanized Tri	4.19

If you have any questions, please contact John Pearson at (603)634-3511.

Very truly yours,

Thomas C. Mitchell
Supervisor – Distribution Projects

EXHIBIT 3



**Public Service
of New Hampshire**

780 N. Commercial Street, Manchester, NH 03101

Public Service Company of New Hampshire
P. O. Box 330
Manchester, NH 03105-0330
(603) 634-2459
Fax (603) 634-2438
allwacj@psnh.com

The Northeast Utilities System

Christopher J. Allwarden
Senior Counsel

November 18, 2011

VIA CERTIFIED MAIL, RRR

Philip Ripa
Senior Director of Technical Operations
Time Warner Entertainment Company L.P.
118 Johnson Road
Portland, Maine 04102

Re: Time Warner Outstanding Invoices - Pole Attachment Fees:

Account Number	Amount Due
296343082	\$69,447.20
296011275	\$306,267.15
296011415	\$533,340.97
Total Due as of 11-18-2011	\$909,055.32

Dear Mr. Ripa:

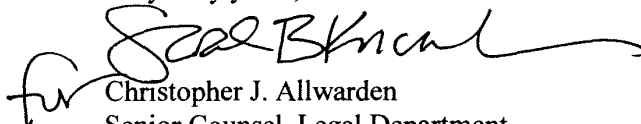
The matter of outstanding, unpaid Public Service Company of New Hampshire (PSNH) invoice amounts billed to Time Warner Entertainment Company, L.P. (Time Warner) for pole attachment fees and late fees for the above noted Accounts has been referred to the Legal Department for collection.

Commencing with pole attachment fee invoices issued to Time Warner under one or more of the above Accounts for 2006, and continuing through 2011, Time Warner has paid only a portion of the invoices. Because Time Warner's attachments are for the purpose of providing telecommunications service, Time Warner is responsible for payment of the rate applicable to attachments used for the provision of telecommunications services. To date, the cumulative amount of unpaid charges, with accrued late fees, due under the above Accounts is \$909,055.32

As a result of Time Warner's non-payment of all amounts due and outstanding, Time Warner is in default of the parties' Pole Attachment Agreement.

Demand is hereby made upon Time Warner to pay PSNH the total amount due immediately. The failure or refusal of Time Warner to pay said amount to PSNH in full on or before December 15, 2011 will be viewed by PSNH as sufficient cause to pursue any and all legal remedies available to it by law and under the Pole Attachment Agreement with your company. We look forward to your prompt reply with payment in full of the amount due.

Very truly yours,


Christopher J. Allwarden
Senior Counsel, Legal Department

cc: Don Johnson, Construction Manager
Time Warner Entertainment Company, L.P.
Robert A. Bersak, Esq.
David L. Bickford
Sarah B. Knowlton, Esq.
Paul E. Ramsey

EXHIBIT 4

60 Columbus Circle
New York, NY 10023
Tel 212-364-8482
Fax 704-973-6239
julie.laine@twcable.com

Julie P. Laine
Group Vice President & Chief Counsel, Regulatory



January 14, 2011

VIA OVERNIGHT MAIL

Mr. John Pearson
Public Service of New Hampshire
60 W. Pennacook Street
Manchester, NH 03101

Re: Time Warner Cable; Account Number 296011275

Dear Mr. Pearson:

I write to follow up on earlier correspondence relating to Time Warner Cable's ("TWC") payment of invoices from Public Service Company of New Hampshire ("PSNH") relating to pole attachments in New Hampshire. As we have made clear in response to earlier invoices, TWC's Digital Phone service is a VoIP-based service that has not been classified as a telecommunications service by the Federal Communications Commission. In fact, the FCC has repeatedly declined to classify VoIP as a "telecommunications service." See e.g., *In the Matter of IP-Enabled Services*, 19 F.C.C.R. 4863, 4868, ¶6 (2004) ("[W]e seek comment on the appropriate legal classification of each type of IP-enabled service [including VoIP]."); see also *In the Matter of Time Warner Cable Request for Declaratory Ruling That Competitive Local Exchange Carriers May Obtain Interconnections Under Section 251 of the Communications Act of 1934, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, 22 F.C.C.R. 3513, 3520, ¶15 (WCB 2007) ("[W]e need not, and do not, reach here the issues raised in the IP-Enabled Services docket, including the statutory classification of VoIP."). The FCC has also found that where an unclassified service is commingled on attachments with a cable service, the attachments are subject to the FCC Cable Rate. See *Heritage Cablevision*, 6 F.C.C.R. 7099, 7104-05, *recon. dismissed*, 7 F.C.C.R. 4192 (1992), *aff'd sub nom. Texas Util. Elec. Co. v. FCC*, 977 F.2d 925 (D.C. Cir. 1993); *Implementation of Section 703(e) of the Telecommunications Act of 1996*, 13 F.C.C.R. 6777, ¶¶ 29 & 34 (1998), *aff'd, National Cable & Telecomm. Ass'n v. Gulf Power Co.*, 534 U.S. 327, 339 (2002). It is therefore clear that TWC is not required to pay a telecommunications rate for attachments used to provide its VoIP service.

Mr. John Pearson
January 14, 2011
Page 2

Accordingly, TWC's payments have been and will continue to be based upon calculation and application of the cable attachment rate. We therefore request that PSNH immediately correct its invoices to reflect application of the cable attachment rate.

Please do not hesitate to contact me should you have any questions, and kindly let me know if there is another department at PSNH with whom I should raise this matter.

Sincerely,

A handwritten signature in cursive script that reads "Julie P. Laine". The signature is written in dark ink and is positioned above the printed name.

Julie P. Laine

August 6, 2008

VIA CERTIFIED MAIL

Mr. John Pearson
Public Service of New Hampshire
60 W. Pennacook Street
Manchester, NH 03101

Re: Time Warner Cable; Account Number 296011275

Dear Mr. Pearson:

I write to follow up on earlier correspondence relating to Time Warner Cable's ("TWC") payment of invoices from Public Service Company of New Hampshire ("PSNH") relating to pole attachments in New Hampshire. As we have made clear in response to earlier invoices, TWC's residential Digital Phone service is a VoIP-based service that has not been classified as a telecommunications service by the Federal Communications Commission. Accordingly, TWC's payments have been and will continue to be based upon calculation and application of the cable attachment rate. We therefore request that PSNH immediately correct its invoices to reflect application of the cable attachment rate.

Please do not hesitate to contact me should you have any questions, and kindly let me know if there is another department at PSNH with whom I should raise this matter.

Sincerely,

Julie P. Laine

April 3, 2006

VIA CERTIFIED MAIL

Public Service of New Hampshire
ATTENTION: John Pearson
60 W. Pennacook Street
Manchester, NH 03101

Re: Time Warner Cable; Account Number 296011275

Dear Mr. Pearson:

Enclosed please find payment in the amount of \$16,203.59, covering Time Warner Cable ("TWC") pole attachments in New Hampshire for the period from July 1, 2005 through December 31, 2005. TWC's residential Digital Phone service is a VoIP-based service that has not been classified as a telecommunications service by the Federal Communications Commission. Accordingly, the enclosed payment in the amount of \$16,203.59 is based upon calculation and application of the cable attachment rate.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Julie Y. Patterson

Enclosure

ATTACHMENT B

47 CFR § 1.1409 (Current FCC Rule)

§ 1.1409 Commission consideration of the complaint.

(a) In its consideration of the complaint, response, and reply, the Commission may take notice of any information contained in publicly available filings made by the parties and may accept, subject to rebuttal, studies that have been conducted. The Commission may also request that one or more of the parties make additional filings or provide additional information. Where one of the parties has failed to provide information required to be provided by these rules or requested by the Commission, or where costs, values or amounts are disputed, the Commission may estimate such costs, values or amounts it considers reasonable, or may decide adversely to a party who has failed to supply requested information which is readily available to it, or both.

(b) The complainant shall have the burden of establishing a *prima facie* case that the rate, term, or condition is not just and reasonable or that the denial of access violates 47 U.S.C. §224(f). If, however, a utility argues that the proposed rate is lower than its incremental costs, the utility has the burden of establishing that such rate is below the statutory minimum just and reasonable rate. In a case involving a denial of access, the utility shall have the burden of proving that the denial was lawful, once a *prima facie* case is established by the complainant.

(c) The Commission shall determine whether the rate, term or condition complained of is just and reasonable. For the purposes of this paragraph, a rate is just and reasonable if it assures a utility the recovery of not less than the additional costs of providing pole attachments, nor more than an amount determined by multiplying the percentage of the total usable space, or the percentage of the total duct or conduit capacity, which is occupied by the pole attachment by the sum of the operating expenses and actual capital costs of the utility attributable to the entire pole, duct, conduit, or right-of-way.

(d) The Commission shall deny the complaint if it determines that the complainant has not established a *prima facie* case, or that the rate, term or condition is just and reasonable, or that the denial of access was lawful.

47 CFR § 1.1409 (Current FCC Rule)

(e) When parties fail to resolve a dispute regarding charges for pole attachments and the Commission's complaint procedures under Section 1.1404 are invoked, the Commission will apply the following formulas for determining a maximum just and reasonable rate:

(1) The following formula shall apply to attachments to poles by cable operators providing cable services. This formula shall also apply to attachments to poles by any telecommunications carrier (to the extent such carrier is not a party to a pole attachment agreement) or cable operator providing telecommunications services until February 8, 2001:

$$\frac{\text{Maximum Rate}}{\text{Rate}} = \text{Space Factor} \times \frac{\text{Net Cost of a Bare Pole}}{\text{a Bare Pole}} \times \frac{\text{Carrying Charge Rate}}{\text{Charge Rate}}$$

Where

$$\text{Space Factor} = \frac{\text{Space Occupied by Attachment}}{\text{Total Usable Space}}$$

(2) With respect to attachments to poles by any telecommunications carrier or cable operator providing telecommunications services, the maximum just and reasonable rate shall be the higher of the rate yielded by paragraphs (e)(2)(i) or (e)(2)(ii) of this section.

(i) The following formula applies to the extent that it yields a rate higher than that yielded by the applicable formula in paragraph 1.1409(e)(2)(ii) of this section:

$$\text{Rate} = \text{Space Factor} \times \text{Cost}$$

Where Cost

$$\text{in Urbanized Service Areas} = 0.66 \times (\text{Net Cost of a Bare Pole} \times \text{Carrying Charge Rate})$$

$$\text{in Non-Urbanized Service Areas} = 0.44 \times (\text{Net Cost of a Bare Pole} \times \text{Carrying Charge Rate}).$$

$$\text{Where Space Factor} = \left[\frac{\left(\frac{\text{Space Occupied}}{\text{Pole Height}} \right) + \left(\frac{2}{3} \times \frac{\text{Unusable Space}}{\text{No. of Attaching Entities}} \right)}{\text{Pole Height}} \right]$$

(ii) The following formula applies to the extent that it yields a rate higher than that yielded by the applicable formula in paragraph 1.1409(e)(2)(i) of this section:

$$\text{Rate} = \text{Space Factor} \times \text{Net Cost of a Bare Pole} \times \left[\frac{\text{Maintenance and Administrative}}{\text{Carrying Charge Rate}} \right]$$

$$\text{Where Space Factor} = \left[\frac{\left(\frac{\text{Space Occupied}}{\text{Pole Height}} \right) + \left(\frac{2}{3} \times \frac{\text{Unusable Space}}{\text{No. of Attaching Entities}} \right)}{\text{Pole Height}} \right]$$

(3) The following formula shall apply to attachments to conduit by cable operators and telecommunications carriers:

47 CFR § 1.1409 (Current FCC Rule)

$$\begin{array}{l} \text{Maximum} \\ \text{Rate per} \\ \text{Linear ft./m.} \end{array} = \left[\frac{1}{\text{Number of Ducts}} \times \frac{1 \text{ Duct}}{\text{No. of Inner Ducts}} \right] \times \left[\frac{\text{No. of Ducts}}{\text{Ducts}} \times \frac{\text{Net Conduit Investment}}{\text{System Duct Length (ft./m.)}} \right] \times \begin{array}{l} \text{Carrying} \\ \text{Charge} \\ \text{Rate} \end{array}$$

(Percentage of Conduit Capacity) (Net Linear Cost of a Conduit)

simplified as:

$$\begin{array}{l} \text{Maximum Rate} \\ \text{Per Linear ft./m.} \end{array} = \frac{1 \text{ Duct}}{\text{No. of Inner Ducts}} \times \frac{\text{Net Conduit Investment}}{\text{System Duct Length (ft./m.)}} \times \begin{array}{l} \text{Carrying} \\ \text{Charge} \\ \text{Rate} \end{array}$$

If no inner-duct is installed the fraction, "1 Duct divided by the No. of Inner-Ducts" is presumed to be 1/2.

(f) Paragraph (e)(2) of this section shall become effective February 8, 2001 (i.e., five years after the effective date of the Telecommunications Act of 1996). Any increase in the rates for pole attachments that results from the adoption of such regulations shall be phased in over a period of five years beginning on the effective date of such regulations in equal annual increments. The five-year phase-in is to apply to rate increases only. Rate reductions are to be implemented immediately. The determination of any rate increase shall be based on data currently available at the time of the calculation of the rate increase.

[43 FR 36094, Aug. 15, 1978, as amended at 52 FR 31770, Aug. 24, 1987; 61 FR 43025, Aug. 20, 1996; 61 FR 45619, Aug. 29, 1996; 63 FR 12025, Mar. 12, 1998; 65 FR 31282, May 17, 2000; 66 FR 34580, June 29, 2001; 76 FR 26639, May 9, 2011]

47 CFR § 1.1409 (Superseded FCC Rule)

provided by these rules or requested by the Commission, or where costs, values or amounts are disputed, the Commission may estimate such costs, values or amounts it considers reasonable, or may decide adversely to a party who has failed to supply requested information which is readily available to it, or both.

(b) The complainant shall have the burden of establishing a *prima facie* case that the rate, term, or condition is not just and reasonable or that the denial of access violates 47 U.S.C. §224(f). If, however, a utility argues that the proposed rate is lower than its incremental costs, the utility has the burden of establishing that such rate is below the statutory minimum just and reasonable rate. In a case involving a denial of access, the utility shall have the burden of proving that the denial was lawful, once a *prima facie* case is established by the complainant.

(c) The Commission shall determine whether the rate, term or condition complained of is just and reasonable. For the purposes of this paragraph, a rate is just and reasonable if it assures a utility the recovery of not less than the additional costs of providing pole attachments, nor more than an amount determined by multiplying the percentage of the total usable space, or the percentage of the total duct or conduit capacity, which is occupied by the pole attachment by the sum of the operating expenses and actual capital costs of the utility attributable to the entire pole, duct, conduit, or right-of-way.

(d) The Commission shall deny the complaint if it determines that the complainant has not established a *prima facie* case, or that the rate, term or condition is just and reasonable, or that the denial of access was lawful.

§ 1.1409 Commission consideration of the complaint.

(a) In its consideration of the complaint, response, and reply, the Commission may take notice of any information contained in publicly available filings made by the parties and may accept, subject to rebuttal, studies that have been conducted. The Commission may also request that one or more of the parties make additional filings or provide additional information. Where one of the parties has failed to provide information required to be

(e) When parties fail to resolve a dispute regarding charges for pole attachments and the Commission's complaint procedures under Section 1.1404 are invoked, the Commission will apply the following formulas for determining a maximum just and reasonable rate:

(1) The following formula shall apply to attachments to poles by cable operators providing cable services. This formula shall also apply to attachments to poles by any telecommunications carrier (to the extent such carrier is not a party to a pole attachment agreement) or cable operator providing telecommunications services until February 8, 2001:

$$\frac{\text{Maximum Rate}}{\text{Rate}} = \text{Space Factor} \times \frac{\text{Net Cost of}}{\text{a Bare Pole}} \times \frac{\text{Carrying}}{\text{Charge Rate}}$$

$$\text{Where} \\ \text{Space Factor} = \frac{\text{Space Occupied by Attachment}}{\text{Total Usable Space}}$$

47 CFR § 1.1409 (Superseded FCC Rule)

(2) Subject to paragraph (f) of this section the following formula shall apply to attachments to poles by any telecommunications carrier (to the extent such carrier is not a party to a pole attachment agreement) or cable operator providing telecommunications services beginning February 8, 2001:

$$\text{Maximum Rate} = \text{Space Factor} \times \text{Net Cost of a Bare Pole} \times \left[\begin{array}{c} \text{Carrying} \\ \text{Charge} \\ \text{Rate} \end{array} \right]$$

$$\text{Where Space Factor} = \left[\frac{\left(\frac{\text{Space Occupied}}{\text{Pole Height}} \right) + \left(\frac{2}{3} \times \frac{\text{Unusable Space}}{\text{No. of Attaching Entities}} \right)}{\text{Pole Height}} \right]$$

(3) The following formula shall apply to attachments to conduit by cable operators and telecommunications carriers:

$$\begin{array}{l} \text{Maximum} \\ \text{Rate per} \\ \text{Linear ft./m.} \end{array} = \left[\frac{1}{\text{Number of Ducts}} \times \frac{1 \text{ Duct}}{\text{No. of Inner Ducts}} \right] \times \left[\frac{\text{No. of Ducts}}{\text{System Duct Length (ft./m.)}} \times \frac{\text{Net Conduit Investment}}{\text{System Duct Length (ft./m.)}} \right] \times \left[\begin{array}{c} \text{Carrying} \\ \text{Charge} \\ \text{Rate} \end{array} \right]$$

(Percentage of Conduit Capacity) (Net Linear Cost of a Conduit)

simplified as:

$$\begin{array}{l} \text{Maximum Rate} \\ \text{Per Linear ft./m.} \end{array} = \frac{1 \text{ Duct}}{\text{No. of Inner Ducts}} \times \frac{\text{Net Conduit Investment}}{\text{System Duct Length (ft./m.)}} \times \left[\begin{array}{c} \text{Carrying} \\ \text{Charge} \\ \text{Rate} \end{array} \right]$$

If no inner-duct is installed the fraction, "1 Duct divided by the No. of Inner-Ducts" is presumed to be 1/2.

(f) Paragraph (e)(2) of this section shall become effective February 8, 2001 (i.e., five years after the effective date of the Telecommunications Act of 1996). Any increase in the rates for pole attachments that results from the adoption of such regulations shall be phased in over a period of five years beginning on the effective date of such regulations in equal annual increments. The five-year phase-in is to apply to rate increases only. Rate reductions are to be implemented immediately. The determination of any rate increase shall be based on data currently available at the time of the calculation of the rate increase.

[43 FR 36094, Aug. 15, 1978, as amended at 52 FR 31770, Aug. 24, 1987; 61 FR 43025, Aug. 20, 1996; 61 FR 45619, Aug. 29, 1996; 63 FR 12025, Mar. 12, 1998; 65 FR 31282, May 17, 2000; 66 FR 34580, June 29, 2001]

ATTACHMENT C

The State of New Hampshire

SUPERIOR COURT

MERRIMACK COUNTY

(x) COURT

() JURY

WRIT OF SUMMONS

Public Service Company of New Hampshire
780 North Commercial Street
Manchester, New Hampshire 03101

v. Time Warner Entertainment Company, L.P.
60 Columbus Circle
New York, New York 10023

The Sheriff or Deputy of any County is ordered to summon each defendant to file a written appearance with the Superior Court at the address listed below by the return day of this writ which is the first Tuesday of March, 2012.

YEAR

MONTH

The PLAINTIFF(S) state(s): See attached declaration.

and the Plaintiff(s) claim(s) damages within the jurisdictional limits of this Court.
Public Service Company of New Hampshire

INDORSER (sign and print name)

George W. Kellermann

DATE OF WRIT

NOTICE TO THE DEFENDANT

The Plaintiff listed above has begun legal action against you. You do not have to physically appear in Court on the return day listed above since there will be no hearing on that day. However, if you intend to contest this matter, you or your attorney must file a written appearance form with the Clerk's Office by that date. (Appearance forms may be obtained from the Clerk's Office.) You will then receive notice from the Court of all proceedings concerning this case. If you fail to file an appearance by the return day, judgment will be entered against you for a sum of money which you will then be obligated to pay.

TINA L. NADEAU
Witness, ~~ROBERT J. LYNN~~, Chief Justice, Superior Court.

William S. McGraw
William S. McGraw, Clerk
NH Superior Court Merrimack County
PO Box 2880
Concord, NH 03302-2880
(603) 225-5501

SIGNATURE OF PLAINTIFF/ATTORNEY

Charles P. Bauer, Esquire (NH Bar #208)

PRINTED/TYPED NAME
Gallagher, Callahan & Gartrell, P.C.

214 North Main St., P.O. Box 1415

ADDRESS

Concord, NH 03302-1415

/ 603-228-1181

PHONE

RETURN OF SERVICE

_____ COUNTY _____ DATE _____, 20 _____

I summoned the within named _____ by

☐ giving in hand to _____

☐ leaving at the abode of _____

at _____

an attested copy of this Writ/Petition to Attach at _____ a.m./p.m. this date.

SIGNATURE

TITLE

AGENCY

FEES: Service: \$ _____

Travel: _____

Other: _____

TOTAL: \$ _____

STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

v.

TIME WARNER ENTERTAINMENT COMPANY, L.P.

VERIFIED DECLARATION

PARTIES

1. Public Service Company of New Hampshire ("PSNH") is a New Hampshire corporation having a principal place of business at 780 N. Commercial Street, Manchester, NH 03101. PSNH is an electric utility that generates, transmits, distributes, and sells electricity to customers throughout the State of New Hampshire. PSNH owns and controls utility poles located throughout the State of New Hampshire that are used by PSNH for the distribution of electricity to the homes and business of PSNH electricity customers.

2. Time Warner Entertainment Company, L.P. ("Time Warner") is a Delaware limited partnership with a principal place of business at 60 Columbus Circle, New York, New York 10023. Time Warner provides cable television, internet and telecommunication services, including voice and telephone services, to its customers throughout the State of New Hampshire. Time Warner transmits, distributes, and sells its services to its customers throughout the State of New Hampshire through its cable lines which are attached to PSNH's utility poles. Time Warner and PSNH are parties to a contract or contracts governing

Time Warner's attachments to, and use of, PSNH's utility poles in the State of New Hampshire pursuant to a Pole Attachment Agreement dated February 6, 2004.

3. The registered agent for Time Warner in the State of New Hampshire is C. T. Corporation System, 9 Capitol Street, Concord, NH 03301.

JURISDICTION AND VENUE

4. Jurisdiction and venue in this civil action are proper in Merrimack County Superior Court. NH RSA 491:7 and §15.5 of the Pole Attachment Agreement (parties have agreed to subject matter and personal jurisdiction in this county court of competent jurisdiction).

FACTS

7. PSNH and Time Warner are parties to a contract or contracts governing Time Warner's attachment to, and use of, PSNH's utility poles.

8. Time Warner is contractually obligated to pay to PSNH annual pole attachment fees and charges.

9. Time Warner is contractually obligated to pay to PSNH late payment fees on outstanding balances due.

10. Time Warner is contractually obligated to pay to PSNH legal fees and costs in connection with this civil action.

11. Time Warner has failed and refused to pay to PSNH its contractual obligations for pole attachment fees, charges and accruing late payment fees under the aforesaid Pole Attachment Agreement.

12. PSNH has fulfilled its contractual obligations to Time Warner and has notified Time Warner of its breach of contract and demanded payment by Time Warner of all pole attachment fees, charges, and late payment fees to PSNH.

13. As of January 16, 2012, Time Warner owes PSNH \$1,096,226.20, and this obligation will continue to increase until Time Warner makes full payment to PSNH.

14. Time Warner and PSNH continue to be contractually obligated pursuant to said Pole Attachment Agreement.

COUNT I: Breach of Contract

15. In a plea of assumpsit, all factual allegations contained in the preceding paragraphs 1 thru 14 above are repeated and incorporated by reference into this Count I.

16. PSNH has performed its contractual obligations to Time Warner pursuant to the aforesaid Pole Attachment Agreement.

17. Time Warner has breached its contractual obligations to PSNH by failing and refusing to pay to PSNH all pole attachment fees and charges, as well as accrued late payment fees on outstanding balances, despite notice and demand of the same by PSNH.

18. As a direct result of Time Warner's breach of contract, PSNH has suffered damages within the jurisdictional limits of this Court, and is entitled to \$1,096,226.20, plus costs, interest, attorney's fees, and continuing damages, and other relief as may be proper and just.

COUNT II: Debt

19. In a plea of debt, all factual allegations contained in the preceding paragraphs 1 thru 18 above are repeated and incorporated by reference into this Count II.

20. PSNH has performed its contractual obligations to Time Warner and has notified and demanded Time Warner to pay its debt due to PSNH pursuant to the Pole Attachment Agreement.

21. Time Warner is indebted to PSNH in the amount of \$1,096,226.20 as of January 16, 2012 and said debt will continue to accrue in the future until paid in full.

22. As a direct result of Time Warner's debt to PSNH, PSNH has suffered damages within the jurisdictional limits of this Court, and is entitled to \$1,096,226.20, plus costs, interest, attorney's fees, and continuing damages, and other relief as may be proper and just.

Respectfully submitted,

**PUBLIC SERVICE COMPANY OF NEW
HAMPSHIRE**


Dated: January 31, 2012


Duly Authorized

and

**PUBLIC SERVICE COMPANY OF NEW
HAMPSHIRE**
By Its Attorneys,
**GALLAGHER, CALLAHAN & GARTRELL,
PROFESSIONAL CORPORATION**
214 North Main Street P.O. Box 1415,
Concord, NH 03302-1415 Tel. (603) 228-1181

Dated: January 31, 2012


Charles P. Bauer, Esq. (NH Bar #208)

**CT Corporation****Service of Process
Transmittal**

02/09/2012

CT Log Number 519950250

TO: Jeff Zimmerman, SVP & Asst. General Counsel
Time Warner Cable
60 Columbus Circle
New York, NY 10023

RE: **Process Served in New Hampshire**

FOR: Time Warner Entertainment Company, L.P. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Public Service Company of New Hampshire, Pltf. vs. Time Warner Entertainment Company, L.P., Dft.

DOCUMENT(S) SERVED: Receipt of Writ, Writ of Summons, Return of Service, Verified Declaration, Affidavit of Service

COURT/AGENCY: Merrimack County Superior Court, NH
Case # 2172012CV00080

NATURE OF ACTION: Monies Due and Owning - Equipment Rendered - Non-payment for utility pole attachment fees and charges as per a Pole Attachment Agreement dated February 6, 2004

ON WHOM PROCESS WAS SERVED: C T Corporation System, Concord, NH

DATE AND HOUR OF SERVICE: By Process Server on 02/09/2012 at 09:55

JURISDICTION SERVED : New Hampshire

APPEARANCE OR ANSWER DUE: By the first Tuesday of March 2012 (03-06-12)

ATTORNEY(S) / SENDER(S): Charles P. Bauer, Esq.
Gallagher, Callahan & Gartrell, Professional Corporation
214 North Main Street
P. O. Box 1415
Concord, NH 03302-1415
603-228-1181

ACTION ITEMS: CT has retained the current log, Retain Date: 02/09/2012, Expected Purge Date: 02/14/2012
Image SOP
Email Notification, Jeff Zimmerman jeff.zimmerman@twcable.com

SIGNED: C T Corporation System

PER: Amy McLaren

ADDRESS: 9 Capitol Street
Concord, NH 03301

TELEPHONE: 800-592-9023

Page 1 of 1 / DF

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

Merrimack County Sheriff's Office

SHERIFF SCOTT E. HILLIARD
333 Daniel Webster Hwy
Boscawen, NH 03303
Phone: 603-796-6600

TIME WARNER ENTERTAINMENT COMPANY, L.P.
9 CAPITOL ST
CONCORD, NH 03301

AFFIDAVIT OF SERVICE

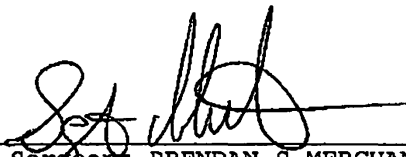
MERRIMACK, SS

February 9, 2012

I, Sergeant BRENDAN S MERCHANT, on this day at 0955 0 a.m./p.m.,
summoned the within named defendant TIME WARNER ENTERTAINMENT COMPANY, L.P.
by leaving at the office of Registered Agent CT Corporation, 29 School
Street, Concord, said County and State of New Hampshire, its true and
lawful agent for the service of process under and by virtue of Chapter
293-A, NH RSA as amended, a true copy of this RECEIPT OF WRIT.

FEES

Service	\$25.00
Postage	1.00
Travel	15.00
TOTAL	\$41.00


Sergeant BRENDAN S MERCHANT
Merrimack County Sheriff's Office

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH**

Merrimack Superior Court
163 North Main St./PO Box 2880
Concord NH 03302-2880

Telephone: (603) 225-5501
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

RECEIPT OF WRIT

Case Name: **Public Service Company of New Hampshire v Time Warner Entertainment
Company, L.P.**
Case Number: **217-2012-CV-00080**

The writ in the above-captioned matter was filed with the Clerk of this Court on: February 01, 2012 at 1:25 p.m.

Public Service Company of New Hampshire or his/her attorney is to attach a copy of this Receipt to identical copies of the original writ and deliver them to the Sheriff or other legally authorized entity for service on Time Warner Entertainment Company, L.P.. Sufficient copies shall be provided to allow for a service copy for each named defendant and a copy for each officer completing service to complete the return. The return copies shall be filed with the Court in accordance with Superior Court Rule 3.

BY ORDER OF THE COURT

February 03, 2012

William S. McGraw
Clerk of Court

(484)

ATTACHMENT D

United States District Court
for the District of New Hampshire

Public Service Company of New Hampshire

Plaintiff

vs.

Time Warner Entertainment Company, L.P.

Defendant

Civil Action No.

Notice of Removal

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that the Defendant Time Warner Entertainment Company, L.P. hereby removes to this Court the state court action described below:

1. On February 1st, 2012 an action was commenced in the Superior Court of the State of New Hampshire in and for the County of Merrimack, entitled Public Service Company of New Hampshire, Plaintiffs, vs. Time Warner Entertainment Company, L.P., Defendants, Case Number 217-2012-CV-00080. A copy of the Writ of Summons and Verified Declaration commencing that action is attached hereto as Exhibit "A".

2. The first date upon which Defendant Time Warner Entertainment Company, L.P. ("Time Warner") received a copy of the said complaint was February 9, 2012 when Defendant was served with a copy of the Verified Declaration, Writ of Summons, Return of Service and Affidavit of Service from the state court. A copy of the Service of Process Transmittal and Affidavit of Service are attached hereto as Exhibit "B".

3. This action is a civil action of which this Court has original jurisdiction under 28 U.S.C. § 1332, and is one which Time Warner may remove to this Court pursuant to 28 U.S.C. § 1441(b) in that it is a civil action between citizens of different states and the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs. *See* Exhibit A at p. 3 ¶ 13 & p. 4 ¶ 22 (Plaintiff claims actual damages of \$1,096,226.20).

4. Complete diversity of citizenship exists in that: Plaintiff Public Service Company of New Hampshire is a New Hampshire corporation having a principal place of business at 780 N. Commercial Street, Manchester, NH 03101 and Defendant Time Warner Entertainment Company, L.P. is Delaware limited partnership with a principal place of business at 60 Columbus Circle, New York, New York 10023 and is the only Defendant that has been served with Writ of Summons and Verified Declaration of this action.

5. Pursuant to 28 U.S.C. §1446(d), the Defendant has, this day, sent a copy of this Notice of Removal to the Merrimack County Superior Court by overnight mail delivery, and has sent a copy to counsel for PSNH by overnight mail delivery.

Wherefore, the Defendant respectfully requests that the above-described action now pending in the Merrimack County Superior Court be removed to this Court.

Respectfully submitted,

TIME WARNER ENTERTAINMENT
COMPANY, L.P.

By its attorneys,

Pierce Atwood LLP

Dated: March 12, 2012

/s/ David A. Anderson

David A Anderson

NH Bar No. 12560

Michele Kenney

NH Bar No. 19333

Pierce Atwood LLP

Pease International Tradeport

One New Hampshire Avenue, Suite 350

Portsmouth, NH 03801

(603) 433-6300

Email: danderson@pierceatwood.com

Email: mkenney@pierceatwood.com

Of Counsel:

Robert G. Scott, Jr.

Maria T. Browne

Davis Wright Tremaine LLP

1919 Pennsylvania Avenue, NW, Suite 800

Washington, DC 20006-3401

Certificate of Service

I hereby certify that a copy of the foregoing Notice of Removal was served on the following on this 12th day of March, 2012, and in the manner specified herein:

Electronically Served Through ECF:

Charles P. Bauer, Esquire

Gallagher, Callahan & Gartrell, P.C.

214 North Main Street

P.O. Box 1415

Concord, NH 03302-1415

/s/ David A. Anderson

David A. Anderson

ATTACHMENT E

THIS FILING IS	
Item 1: <input checked="" type="checkbox"/> An Initial (Original) Submission	OR <input type="checkbox"/> Resubmission No. ____

Form 1 Approved
OMB No. 1902-0021
(Expires 12/31/2011)
Form 1-F Approved
OMB No. 1902-0029
(Expires 12/31/2011)
Form 3-Q Approved
OMB No. 1902-0205
(Expires 1/31/2012)



FERC FINANCIAL REPORT **FERC FORM No. 1: Annual Report of** **Major Electric Utilities, Licensees** **and Others and Supplemental** **Form 3-Q: Quarterly Financial Report**

These reports are mandatory under the Federal Power Act, Sections 3, 4(a), 304 and 309, and 18 CFR 141.1 and 141.400. Failure to report may result in criminal fines, civil penalties and other sanctions as provided by law. The Federal Energy Regulatory Commission does not consider these reports to be of confidential nature

Exact Legal Name of Respondent (Company) Public Service Company of New Hampshire	Year/Period of Report End of <u>2010/Q4</u>
--	---

FERC FORM No.1/3-Q (REV. 02-04)

Name of Respondent Public Service Company of New Hampshire		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/18/2011	Year/Period of Report End of 2010/Q4
ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Continued)				
Line No.	Account (a)	Balance Beginning of Year (b)	Additions (c)	
47	3. TRANSMISSION PLANT			
48	(350) Land and Land Rights	18,162,613	4,590,892	
49	(352) Structures and Improvements	19,051,141	-2,539,828	
50	(353) Station Equipment	216,015,400	15,475,653	
51	(354) Towers and Fixtures	10,905,711		
52	(355) Poles and Fixtures	86,240,756	7,793,306	
53	(356) Overhead Conductors and Devices	53,647,003	3,709,827	
54	(357) Underground Conduit			
55	(358) Underground Conductors and Devices			
56	(359) Roads and Trails	717,435	6,469	
57	(359.1) Asset Retirement Costs for Transmission Plant	8,826		
58	TOTAL Transmission Plant (Enter Total of lines 48 thru 57)	404,748,885	29,036,319	
59	4. DISTRIBUTION PLANT			
60	(360) Land and Land Rights	4,348,500	98,635	
61	(361) Structures and Improvements	12,855,135	1,449,629	
62	(362) Station Equipment	153,217,227	13,064,502	
63	(363) Storage Battery Equipment			
64	(364) Poles, Towers, and Fixtures	198,897,077	11,489,521	
65	(365) Overhead Conductors and Devices	295,337,069	19,216,563	
66	(366) Underground Conduit	17,064,802	990,225	
67	(367) Underground Conductors and Devices	90,215,252	4,188,308	
68	(368) Line Transformers	189,714,024	10,926,010	
69	(369) Services	105,618,704	6,422,302	
70	(370) Meters	60,291,704	1,853,844	
71	(371) Installations on Customer Premises	4,900,328	235,812	
72	(372) Leased Property on Customer Premises			
73	(373) Street Lighting and Signal Systems	6,230,712	186,796	
74	(374) Asset Retirement Costs for Distribution Plant	309,483	10,412	
75	TOTAL Distribution Plant (Enter Total of lines 60 thru 74)	1,139,000,017	70,132,559	
76	5. REGIONAL TRANSMISSION AND MARKET OPERATION PLANT			
77	(380) Land and Land Rights			
78	(381) Structures and Improvements			
79	(382) Computer Hardware			
80	(383) Computer Software			
81	(384) Communication Equipment			
82	(385) Miscellaneous Regional Transmission and Market Operation Plant			
83	(386) Asset Retirement Costs for Regional Transmission and Market Oper			
84	TOTAL Transmission and Market Operation Plant (Total lines 77 thru 83)			
85	6. GENERAL PLANT			
86	(389) Land and Land Rights	3,909,123		
87	(390) Structures and Improvements	63,298,421	5,094,698	
88	(391) Office Furniture and Equipment	21,197,498	1,297,499	
89	(392) Transportation Equipment	16,893,166	4,498,856	
90	(393) Stores Equipment	460,990	791,488	
91	(394) Tools, Shop and Garage Equipment	8,325,816	801,205	
92	(395) Laboratory Equipment	3,602,791	380,484	
93	(396) Power Operated Equipment	193,530	7,124	
94	(397) Communication Equipment	50,670,071	4,124,047	
95	(398) Miscellaneous Equipment	1,609,263	56,761	
96	SUBTOTAL (Enter Total of lines 86 thru 95)	170,160,669	17,052,162	
97	(399) Other Tangible Property			
98	(399.1) Asset Retirement Costs for General Plant	29,952		
99	TOTAL General Plant (Enter Total of lines 96, 97 and 98)	170,190,621	17,052,162	
100	TOTAL (Accounts 101 and 106)	2,405,275,413	152,654,501	
101	(102) Electric Plant Purchased (See Instr. 8)			
102	(Less) (102) Electric Plant Sold (See Instr. 8)			
103	(103) Experimental Plant Unclassified			
104	TOTAL Electric Plant in Service (Enter Total of lines 100 thru 103)	2,405,275,413	152,654,501	

Name of Respondent Public Service Company of New Hampshire		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/18/2011	Year/Period of Report End of 2010/Q4
ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Continued)					
Retirements (d)	Adjustments (e)	Transfers (f)	Balance at End of Year (g)		Line No.
					47
249	36,817		22,790,073		48
5,218			16,506,095		49
2,285,170		14,858	229,220,741		50
			10,905,711		51
139,022			93,895,040		52
151,194			57,205,636		53
					54
					55
			723,904		56
			8,826		57
2,580,853	36,817	14,858	431,256,026		58
					59
			4,447,135		60
25,703			14,279,061		61
602,992		17,331	165,696,068		62
					63
1,543,882			208,842,716		64
3,522,772			311,030,860		65
-22,822			18,077,849		66
1,072,902			93,330,658		67
3,108,642		-17,331	197,514,061		68
821,445			111,219,561		69
727,183			61,418,365		70
281,372			4,854,768		71
					72
195,335			6,222,173		73
			319,895		74
11,879,406			1,197,253,170		75
					76
					77
					78
					79
					80
					81
					82
					83
					84
					85
			3,909,123		86
179,469			68,213,650		87
569,470		-4,196	21,921,331		88
369,045			21,022,977		89
23,026			1,229,452		90
72,696			9,054,325		91
86,713			3,896,562		92
			200,654		93
386,414			54,407,704		94
23,836			1,642,188		95
1,710,669		-4,196	185,497,966		96
					97
			29,952		98
1,710,669		-4,196	185,527,918		99
32,749,757	36,817		2,525,216,974		100
					101
					102
					103
32,749,757	36,817		2,525,216,974		104

THIS FILING IS	
Item 1: <input checked="" type="checkbox"/> An Initial (Original) Submission	OR <input type="checkbox"/> Resubmission No. _____

Form 1 Approved
OMB No. 1902-0021
(Expires 7/31/2008)
Form 1-F Approved
OMB No. 1902-0029
(Expires 6/30/2007)
Form 3-Q Approved
OMB No. 1902-0205
(Expires 6/30/2007)



FERC FINANCIAL REPORT **FERC FORM No. 1: Annual Report of** **Major Electric Utilities, Licensees** **and Others and Supplemental** **Form 3-Q: Quarterly Financial Report**

These reports are mandatory under the Federal Power Act, Sections 3, 4(a), 304 and 309, and 18 CFR 141.1 and 141.400. Failure to report may result in criminal fines, civil penalties and other sanctions as provided by law. The Federal Energy Regulatory Commission does not consider these reports to be of confidential nature

Exact Legal Name of Respondent (Company)	Year/Period of Report
Public Service Company of New Hampshire	End of <u>2006/Q4</u>

FERC FORM No.1/3-Q (REV. 02-04)

Name of Respondent Public Service Company of New Hampshire		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 05/18/2007	Year/Period of Report End of 2006/Q4
ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Continued)				
Line No.	Account (a)	Balance Beginning of Year (b)	Additions (c)	
47	3. TRANSMISSION PLANT			
48	(350) Land and Land Rights	16,801,805	1,084,486	
49	(352) Structures and Improvements	4,563,986	418,433	
50	(353) Station Equipment	83,052,160	15,223,411	
51	(354) Towers and Fixtures	11,310,982	-9,840	
52	(355) Poles and Fixtures	46,268,745	9,068,446	
53	(356) Overhead Conductors and Devices	34,029,339	2,381,799	
54	(357) Underground Conduit			
55	(358) Underground Conductors and Devices			
56	(359) Roads and Trails	710,098		
57	(359.1) Asset Retirement Costs for Transmission Plant	33,754	-18,064	
58	TOTAL Transmission Plant (Enter Total of lines 48 thru 57)	196,770,869	28,148,671	
59	4. DISTRIBUTION PLANT			
60	(360) Land and Land Rights	4,062,851	-25,279	
61	(361) Structures and Improvements	7,534,172	2,706,287	
62	(362) Station Equipment	95,678,581	7,232,494	
63	(363) Storage Battery Equipment			
64	(364) Poles, Towers, and Fixtures	176,272,009	2,212,033	
65	(365) Overhead Conductors and Devices	221,405,111	15,277,298	
66	(366) Underground Conduit	14,428,124	743,037	
67	(367) Underground Conductors and Devices	75,769,129	4,964,513	
68	(368) Line Transformers	158,727,213	9,466,248	
69	(369) Services	76,750,136	12,114,193	
70	(370) Meters	54,521,761	3,488,967	
71	(371) Installations on Customer Premises	5,589,142	295,091	
72	(372) Leased Property on Customer Premises			
73	(373) Street Lighting and Signal Systems	5,702,852	317,390	
74	(374) Asset Retirement Costs for Distribution Plant	566,883	-58,188	
75	TOTAL Distribution Plant (Enter Total of lines 60 thru 74)	897,007,964	58,734,084	
76	5. REGIONAL TRANSMISSION AND MARKET OPERATION PLANT			
77	(380) Land and Land Rights			
78	(381) Structures and Improvements			
79	(382) Computer Hardware			
80	(383) Computer Software			
81	(384) Communication Equipment			
82	(385) Miscellaneous Regional Transmission and Market Operation Plant			
83	(386) Asset Retirement Costs for Regional Transmission and Market Oper			
84	TOTAL Transmission and Market Operation Plant (Total lines 77 thru 83)			
85	6. GENERAL PLANT			
86	(389) Land and Land Rights	4,469,134	-559,986	
87	(390) Structures and Improvements	47,062,826	562,344	
88	(391) Office Furniture and Equipment	19,227,717	756,963	
89	(392) Transportation Equipment	487,840		
90	(393) Stores Equipment	550,101	45,954	
91	(394) Tools, Shop and Garage Equipment	6,427,556	292,815	
92	(395) Laboratory Equipment	3,209,025	53,172	
93	(396) Power Operated Equipment		1,932	
94	(397) Communication Equipment	29,468,054	-1,495,656	
95	(398) Miscellaneous Equipment	764,290	88,780	
96	SUBTOTAL (Enter Total of lines 86 thru 95)	111,666,543	-253,682	
97	(399) Other Tangible Property			
98	(399.1) Asset Retirement Costs for General Plant	21,906	-1,899	
99	TOTAL General Plant (Enter Total of lines 96, 97 and 98)	111,688,449	-255,581	
100	TOTAL (Accounts 101 and 106)	1,727,761,578	181,470,907	
101	(102) Electric Plant Purchased (See Instr. 8)			
102	(Less) (102) Electric Plant Sold (See Instr. 8)			
103	(103) Experimental Plant Unclassified			
104	TOTAL Electric Plant in Service (Enter Total of lines 100 thru 103)	1,727,761,578	181,470,907	

Name of Respondent Public Service Company of New Hampshire		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 05/18/2007	Year/Period of Report End of 2006/Q4
ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Continued)					
Retirements (d)	Adjustments (e)	Transfers (f)	Balance at End of Year (g)		Line No.
					47
		9,939	17,896,230		48
98,361			4,884,058		49
2,701,904		-506,717	95,066,950		50
-931		-5,377	11,296,696		51
637,432		-15,794	54,683,965		52
580,283		-18,742	35,812,113		53
					54
					55
			710,098		56
			15,690		57
4,017,049		-536,691	220,365,800		58
					59
	-77	-9,939	4,027,556		60
41,193			10,199,266		61
640,627		588,387	102,858,835		62
					63
-10,673,421		22,231	189,179,694		64
2,689,578		121,343	234,114,174		65
20,172			15,150,989		66
390,223			80,343,419		67
343,858		-81,671	167,767,932		68
4,273,467			84,590,862		69
13,994			57,996,734		70
276,009	-15,781		5,592,443		71
					72
182,870	-16,897		5,820,475		73
			508,695		74
-1,801,430	-32,755	640,351	958,151,074		75
					76
					77
					78
					79
					80
					81
					82
					83
					84
					85
			3,909,148		86
84,358			47,540,812		87
-3,311			19,987,991		88
			487,840		89
6,100			589,955		90
2,808			6,717,563		91
4,719			3,257,478		92
			1,932		93
103,719		-103,660	27,765,019		94
2,690			850,380		95
201,083		-103,660	111,108,118		96
					97
			20,007		98
201,083		-103,660	111,128,125		99
22,138,410	-32,755		1,887,061,320		100
					101
					102
					103
22,138,410	-32,755		1,887,061,320		104