

**STATE OF NEW HAMPSHIRE
BEFORE THE NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION**

Docket No. DE 24-094

**Public Service Company of New Hampshire d/b/a Eversource Energy
Petition for Change in Pole Plant Adjustment Mechanism Rates**

Technical Statement of Stephen R. Eckberg
NH Department of Energy, Division of Regulatory Support

September 6, 2024

Summary

The New Hampshire Department of Energy (“DOE” or “Department”) has reviewed materials filed in this matter by Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource” or “the Company”) with the New Hampshire Public Utilities Commission (“Commission”), which include the Company’s Petition and the Joint Testimony of Yi-An Chen, Scott R. Anderson, Joshua D. Letourneau, and Ian J. Farley with accompanying Attachments. These materials comprise the Company’s request and support for an adjustment to its Pole Plant Adjustment Mechanism (“PPAM”) rate for the period October 1, 2024, through September 30, 2025 (“2024 PPAM filing”). The DOE also reviewed Order No. 26,729 in DE 21-020 (Eversource Energy and Consolidated Communications Joint Petition to Approve Pole Asset Transfer) authorizing the transfer of utility poles and related assets and creation of the PPAM rate mechanism.

As described below, the preliminary (pre-hearing) opinion of the DOE is that the Company’s filing does not fully meet the requirements identified in Order No. 26,729 and the Company’s Corrected Compliance PPAM Tariff filed June 8, 2023, in DE 21-020. The Company’s filing addresses the limited set of identified cost elements approved for inclusion in the PPAM. However, it appears from the DOE’s review of the testimony and schedules included in the filing, in conjunction with additional information provided during discovery and a subsequent Technical Session, that certain costs have been improperly included, and certain revenues which should have been included, have instead been omitted from the 2024 PPAM filing. The DOE’s preliminary (pre-hearing) recommendation is that the Commission direct the Company to make certain adjustments to the 2024 PPAM filing prior to approval of the Company’s PPAM rate request and implementation of a new PPAM rate.

Background

The 2024 PPAM filing contains costs related to the four (4) specific cost elements that the Company is allowed to recover through the PPAM, as described in Order No. 26,729 and the Company’s Corrected Compliance PPAM Tariff filed June 8, 2023, in DE 21-020. The four (4) allowed cost elements include:

- a) Pole Replacement O&M Transfer Costs: The actual costs associated with replacement poles for the prior calendar year based on the actual number of poles replaced and the actual Eversource cost to transfer the conductor from the old to the new poles.
- b) Annual Inspection Costs: The actual inspection costs and other upfront costs for the prior calendar year consisting of the number of poles inspected in the former Consolidated

maintenance area and the per pole rate in effect. Upfront costs of \$250,000 in years 1 and 2 and \$75,000 in year 3 will also be included.

- c) Pole Attachment Revenue: Incremental third-party pole attachment revenues will be applied as an offset to the items in a) and b). Pole attachment revenues for formerly Consolidated owned poles will be tracked separately and billed at the Consolidated rate at the time of closing until a full pole attachment survey is conducted and, or a single, unified rate is applied to all poles.
- d) Vegetation Management Expense: The incremental vegetation management expense will be calculated as the vegetation management expenses formerly billed to Consolidated.

Order No. 26,729 in which the Commission approved the Pole Asset Transfer and established the PPAM states, “[u]nless otherwise stated, the Commission accepts the PPAM as proposed by Eversource, and allows the PPAM to operate until the resolution of Eversource’s next full rate case.” See Order at page 18. The pole ownership transaction between Eversource and Consolidated Communications (“Consolidated” or “CCI”) closed on May 1, 2023.¹ As anticipated, the 2024 PPAM filing contains expense and revenue amounts from the categories a) through d) described above.

DOE’s Analysis and Recommendation

The DOE has reviewed the materials provided in the Company’s filing pertaining to the PPAM expenses included in the current filing. The DOE discussed details related to O&M costs for pole inspections and pole replacements, billing to and revenues from pole attachments for CCI and other third-party attachers to poles now solely owned by Eversource, and vegetation management costs with the Company during a virtual Technical Session held September 3, 2024. The DOE also issued a set of data requests before the Technical Session as well as additional questions following the Technical Session.

During the Technical Session discussions with the Company, the DOE identified several expense and revenue issues which it believes require adjustment. These include the following:

1. As of May 1, 2023, when the Eversource/CCI transaction closed, CCI became a pole attacher to poles now solely owned by Eversource. As such, Eversource is entitled to receive pole attachment revenue from CCI in accordance with the terms and conditions governing the transaction. Based on documents provided by Eversource to the DOE, the pole attachment invoices sent by Eversource to CCI appear to have been paid well past the “Bill Due” date, yet Eversource did not assess late payment charges, which it was entitled to do under the terms of the Pole Attachment Agreement between the two companies. The DOE’s estimate is that these late payment charges would be approximately \$168,750 for the three bills issued to CCI in 2023. This estimate is based on billing and payment date information provided by the Company in response to discovery and the application of a late payment rate of 1.5% per month for each month after the bill due date.
2. As of May 1, 2023, with the close of the Eversource/CCI pole ownership transaction, Eversource was also entitled to receive additional pole attachment revenue from other third-party attachers to the now, solely owned poles which were formerly jointly owned with CCI. The Company provided details of the invoices sent to those other pole attachers in response to discovery. The Company billed third-party attachers a total of \$957,651 in December 2023 for the six-month

¹ See Joint Notice of Transaction Closing, dated May 1, 2023, at Tab 114 in the Commission’s Virtual File Room at [DE 21-020](#)

attachment period of July 2023 through December 2023. See response to DOE 1-004 (b) attached. According to the Company's discovery response, payments totaling \$317,843 have been received from 22 accounts, but \$639,808 remains outstanding from 18 accounts. Based on discussions with the Company, the DOE understands that the only remedy the Company intends to implement related to late payments from third-party attachers is to refuse to grant authorization for further pole attachment activity to delinquent attachers until their outstanding bill amounts are paid. The DOE does not believe this is a sufficient response and that the Company should assess late payment fees on these amounts. The DOE recommends that the Commission direct the Company to adjust its 2024 PPAM rate filing by including an appropriate amount of late payment fees to be assessed on delinquent third-party pole attachers. The DOE does not have sufficient information to provide an accurate estimate of this amount. However, for purposes of providing a rough estimate the DOE includes the recommended amount of \$76,777 – an amount derived using the same late payment fee method applied to CCI.

3. The DOE believes it is appropriate to include an adjustment to the 2024 PPAM rate filing related to unbilled late payment charges, as recommended in 1) and 2) above, because the Company has included the billed amounts for both CCI and third-party attachers in the filing. At Attachment YC/SRA/JDL/IJF-4 page 1 of 1 (Bates 32 of original filing), Line 1, the Company has recorded "Pole Attachment Revenue" in the amount of \$4,708,000. This amount is equal to the sum of \$3,750,000 billed to CCI in 2023 and \$957,651 billed to third-party attachers in 2023. The DOE recommends that if it is not practicable to include a late payment adjustment related to third-party attachers at this time, it would be reasonable to establish the amount of that adjustment now and to include that as an adjustment to next year's PPAM filing.
4. In addition to the adjustment recommended in item 2 above related to third-party attachers, the DOE has also noted that while Eversource has billed these third-party attachers for the six-month period July 2023 – December 2023, the Company has not included any pole attachment revenue from these pole attachers for the months of May and June 2023. As the Eversource/CCI transaction closed on May 1, 2023, and Eversource has included incremental costs related to pole replacements, etc. beginning on that date, the DOE recommends that the Company be directed to also include third-party pole attachment revenue effective as of that date. This would create a balanced approach to including both expenses and revenues as of May 1, 2023. Using the Company's billed amount for the six-month service period of \$957,651 related to the third-party attachers, the DOE recommends that an additional imputed revenue amount of \$319,217 be included as an adjustment to the 2024 PPAM rate.
5. The DOE requested additional detail about an \$18,000 expense recorded on Line 2 of the Company's Attachment YC/SRA/JDL/IJF-4 page 1 of 1 (Bates 32 of original filing). In response to discovery, the Company explained that "...the amount specified represents incremental O&M expense amounts incurred post-CCI closing to handle and coordinate the transfer of third-party attacher information and records taken over from CCI." See response to DOE 1-004 in attachments to this statement. The DOE does not consider this to be an expense that is included by any of the four (4) PPAM expense categories enumerated above in this statement as items a) through d). Specifically, this expense is not a "Pole Replacement O&M Transfer Cost" as that cost category relates specifically to transfer of conductors to newly installed poles. Nor should this expense be included as a component in "Pole Attachment Revenue" as that category specifically includes "revenues" related to pole attachments and makes no reference to netting of costs necessary to bill pole attachers. The DOE recommends that the Commission direct the Company to remove this expense from the calculation of the PPAM rate.

Conclusion

The DOE has reviewed and investigated the material filed by the Company for the cost elements included, as authorized, in the PPAM. The DOE’s preliminary (pre-hearing) position is to recommend that the Commission direct the Company to include the revenue and expense adjustments described in detail above and summarized in Table 1 below, to its proposed PPAM rate, as presented. The DOE anticipates it will present its final position at hearing pending any additional information which may come to light through the Department’s cross-examination and the Commission’s questions of Company and DOE witnesses.

Table 1. DOE Recommended Adjustments to Eversource 2024 PPAM Rate Request			
Recommended Adjustment Number	Description	Impact to 2024 PPAM proposal	Amount
1	Late Payment Fees from CCI	Reduction (Add'l Revenue)	\$168,750
2	Late Payment Fees from 3 rd Party Att.	Reduction (Add'l Revenue)	\$76,777
4	May+June 2023 3 rd Party Pole Attach Rev.	Reduction (Add'l Revenue)	\$319,217
5	Eliminate Exp. for data handling & billing	Reduction (Remove Expense)	\$18,000
Total		Reduction	\$582,744

The DOE has estimated the impact on the proposed overall average PPAM rate of the recommended adjustments to revenue and expense components summarized in Table 1 above on the Company’s 2024 PPAM filing by using information provided on Attachment YC/SRA/JDL/IJF-1 page 1 of 3 (Bates 27 in original filing). The DOE estimates that implementing the Table 1 adjustments² would reduce the average PPAM rate from 0.093 cents/kWh as shown in the Company filing (Bates 27 in original filing) to an adjusted PPAM rate of 0.086 cents/kWh.

² Note that as discussed above, Recommendation 2 could be updated if additional information is available from Eversource.

Public Service Company of New Hampshire d/b/a Eversource Energy
Docket No. DE 24-094

Date Request Received: August 16, 2024
Data Request No. DOE 1-004

Date of Response: August 30, 2024
Page 1 of 2

Request from: Department of Energy

Witness: Letourneau, Joshua D

Request:

Reference Attachment YC/SRA/JDL/IJF-4 page 1 of 1 (Bates 32). Please respond to the following:

- a) Do the Pole Attachment Revenue amounts shown in Line 1 represent amounts billed solely to CCI or do they also include amounts billed to other pole attachers also? If the latter, please provide additional information to show amounts billed to each separate entity.
- b) Have all Pole Attachment Revenue amounts shown in Line 1 actually been received from the entity billed or are there amounts unpaid?
- c) Please provide additional explanatory information about the amounts shown in Line 2 described as "...Revenue related Expense" which appear to total \$18,000 in the post-closing months of 2023.

Response:

- a) Pole Attachment Revenue amounts at Bates 32, Attachment YC/SRA/JDL/IJF-4, page 1 of 1, line 1, represent amounts billed to both CCI (quarterly attachment fee billings as defined in the Asset Transfer Agreement) and Third-Party Attachers (post close attachers taken over from CCI).
Please see Confidential Attachments DOE 1-004(a) to DOE 1-004(d) for the bills issued to CCI (3) and the Third-Party Attachers (1).
- b) Pole Attachment Revenue amounts shown in Attachment YC/SRA/JDL/IJF-4 page 1 of 1 Line 1 (Bates 32), the status of payments received to date is as follows:
 - \$3,750,000 has been received from CCI per the terms of the Asset Transfer Agreement in three payments of \$1,250,000 for the bills provided in Confidential Attachments DOE 1-004(a) to DOE 1-004(c)
 - \$957,651 billed to Third-Party Attachers as shown in Confidential Attachment DOE 1-004(d)
 - \$317,843 has been received from 22 accounts

Public Service Company of New Hampshire d/b/a Eversource Energy
Docket No. DE 24-094

Date Request Received: August 16, 2024
Data Request No. DOE 1-004

Date of Response: August 30, 2024
Page 2 of 2

- \$639,808 remains outstanding from 18 accounts
- The Company has sought and will seek payment of the unpaid balances from third party attachers through further communications. In addition, should any such third party attacher initiate a new, larger attachment project, then its balance would be reviewed and addressed at that time, and any and all outstanding balances must be paid prior to the acceptance of the proposed project.
- c) At Bates 32, Attachment YC/SRA/JDL/IJF-4, page 1 of 1, line 2, the amount specified represents incremental O&M expense amounts incurred post-CCI closing to handle and coordinate the transfer of third-party attacher information and records taken over from CCI.

Please note that Eversource has a good faith basis for seeking confidential treatment of the attached documents pursuant to Puc 203.08(d), and intends to submit a motion for confidential treatment regarding such documents at or before the commencement of the hearing in this proceeding.

Public Service Company of New Hampshire d/b/a Eversource Energy
Docket No. DE 24-094**Date Request Received: August 16, 2024**
Data Request No. DOE 1-008**Date of Response: August 30, 2024**
Page 1 of 1**Request from: Department of Energy****Witness: CHEN, YI-AN**

Request:

Reference Attachment YC/SRA/JDL/IJF-5 page 1 of 1 (Bates 33) which presents certain pre-closing and post-closing Vegetation Management (VM) costs related to VM work performed in former CCI maintenance areas totaling \$11,324,000 for SMT and HTR programs proposed for collection via the PPAM. Reference also docket DE 24-035 Eversource RRA Attachment RDA/IJF/EN/AVM-1 page 6 of 27 (Bates 32). Are any of the costs included in the \$11,324,000 total also included in the amounts presented in the Gross (Col e) or Net (Col g) costs shown on the second referenced Attachment (Bates 32 in DE 24-035)? If so, please explain why that does not constitute a double collection of the same costs.

Response:

Please note the purpose of the March 1, 2024 filing in Docket No. DE 24-035 is to report on the prior year 2023 Vegetation Management Plan and Performance. As referenced and filed, Attachment RDA/IJF/EN/AVM-1, page 6 of 27 (Bates 32), provides a summary of the 2023 Vegetation Management Plan financial performance that includes both RRA and PPAM. The post-close PPAM costs are included and shown in Attachment RDA/IJF/EN/AVM-1, page 6 of 27 (Bates 32), lines 17 to 19, cols. (e) and (g).

However, as filed in Docket No. 24-035 on May 1, 2024, the Vegetation Management RRA recovery amount as shown in Attachment YC/SRA-3, page 5 of 5 (Bates 47), does not include the PPAM amount of \$11,323,956. The Vegetation Management amounts as shown in Attachment RDA/IJF/EN/AVM-1, page 6 of 27 (Bates 32), were segregated in each of the RRA and PPAM recovery mechanism filings; therefore, there is no double recovery of the PPAM costs.

Public Service Company of New Hampshire d/b/a Eversource Energy
Docket No. DE 24-094

Date Request Received: September 03, 2024
Data Request No. TS-001

Date of Response: September 05, 2024
Page 1 of 1

Request from: Department of Energy

Request:

Please provide a copy of the Asset Transfer Agreement dated 5/1/2023 between Eversource and Consolidated.

Response:

The Company's response to Data Request DOE 1-004(a) and (b) references the "Asset Transfer Agreement" as the basis for the annual \$5 million pole attachment fees to be paid by CCI to Eversource for the first two years following the pole acquisition closing. However, that term was used as a reference to the transaction documents executed by Eversource and CCI as the parties to the pole acquisition transaction, including the Settlement and Pole Asset Purchase Agreement dated as of December 30, 2020 and filed in Docket No. DE 21-020 in both confidential and redacted versions.

At the time of closing on May 1, 2023, the parties executed a Pole Attachment Agreement that expressly provides in Section 3.2 for the pole attachment fee payments by CCI to Eversource for the first two years of that contract. A copy of that Pole Attachment Agreement is included in this response as Attachment TS-001(a).

Also attached for informational purposes is a copy of the Assignment of Pole Attachment Agreements, Licenses and Property Rights executed by CCI and Eversource as of May 1, 2023, as Attachment TS-001(b).

ALA-433

POLE ATTACHMENT AGREEMENT

Dated: As of May 1, 2023

BETWEEN

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE,
d/b/a EVERSOURCE ENERGY
(LICENSOR)

AND

CONSOLIDATED COMMUNICATIONS OF
NORTHERN NEW ENGLAND COMPANY, LLC
(LICENSEE)

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POLE ATTACHMENT AGREEMENT

THIS POLE ATTACHMENT AGREEMENT (this “Agreement”), made as of the 1st day of May 2023, between PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE d/b/a EVERSOURCE ENERGY a corporation organized and existing under the laws of the State of New Hampshire, with a place of business at 780 North Commercial Street, Manchester, New Hampshire 03101 (PSNH, or “Licensor”), and Consolidated Communications of Northern New England Company, LLC, organized and existing under the laws of the State/Commonwealth of Delaware, with a place of business at 770 Elm Street, Manchester, New Hampshire 03101 (hereinafter called “Licensee” and together with Licensor, collectively the “Parties”).

WITNESSETH

WHEREAS, Licensee for its own use desires to place and maintain cables, equipment and facilities on Utility Poles (hereinafter defined) owned by Licensor in 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 Utility Poles, in the same manner or substantially similar manner as Licensee so attaches to the Utility Poles prior to the Effective Date (hereinafter defined) of this Agreement, on (i) the Transferred Poles (hereinafter defined), (ii) all future Utility Poles installed by Licensor in New Hampshire as replacements for the Transferred Poles subject to the terms of this Agreement, and (iii) any other Utility Poles owned by Licensor and/or hereinafter acquired or installed by Licensor in New Hampshire;

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 Attachment. 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 Utility Pole not normally occupied by a strand attachment (e.g., power supplies, equipment, cabinets, terminals, etc.). Attachments, for purposes of this Agreement, shall not include any antenna or related equipment used for wireless telecommunication services. 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 Attachment Fees and Charges. The Attachment Fee and the other charges payable by Licensee pursuant to Article III.
- 1.6 Guy Strand. A metal cable of high tensile strength which is attached to a Utility Pole and Anchor or another pole for the purpose of reducing pole stress.
- 1.7 Joint Owner. A person, corporation or other legal entity having an ownership interest in a Utility Pole and/or Anchor, in addition to Licensor.
- 1.8 Joint User. A party to whom use of the Utility Pole or Anchor has been extended by the owner of the Utility Pole or Anchor. The term "Joint User" shall not include Licensees.
- 1.9 Licensee's Facilities. The lines, cables and all associated equipment and hardware owned by the Licensee attached to a Utility Pole.
- 1.10 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.
- 1.11 Make-ready Work. All work, including, but not limited to, rearrangement and/or transfer of existing facilities, replacement of a Utility Pole, complete removal of any Utility Pole replaced, or any other changes required to accommodate the attachment of Licensee's Facilities to a Utility Pole or Anchor.
- 1.12 Overlash. The act of attaching (by tying, lashing or other similar means) any single strand, hardware, cable, wires and/or apparatus owned by Licensee to same Licensee's existing strand, hardware, cable, wires and/or apparatus already attached to a Utility Pole.
- 1.13 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.
- 1.14 Intentionally Omitted.
- 1.15 Pre-Construction Field Survey. There are two elements of the Pre-Construction Field Survey: 1.) field inspection of the existing Utility 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.
- 1.16 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.
- 1.17 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 Utility Poles.

- 1.18 Subsequent Inspections. Inspections performed to confirm the correction of non-conforming conditions, which were observed during Periodic or Post-Construction Inspections.
- 1.19 Suspension Strand. A metal cable of high tensile strength attached to a Utility Pole and used to support facilities.
- 1.20 Transferred Poles. Collectively, the Utility Poles that Licensee formerly owned in whole or in part and transferred to Licensor pursuant to the Settlement and Pole Purchase Agreement dated December 30, 2020 (the "Settlement Agreement") effective as of the closing of the transactions contemplated by the Settlement Agreement.
- 1.21 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, effective with the closing of the transactions contemplated by the Settlement Agreement (the "Effective Date"), Licensor hereby issues to Licensee for any lawful purpose, revocable, non-exclusive licenses authorizing the attachment of Licensee's Facilities to Licensor's Utility Poles in the same manner or substantially similar manner as Licensee so attaches to the Utility Poles prior to the Effective Date of this Agreement, on (i) the Transferred Poles, (ii) all future Utility Poles installed by Licensor in New Hampshire as replacements for the Transferred Poles, and (iii) any other Utility Poles owned by Licensor and/or hereinafter acquired or installed by Licensor in New Hampshire. For the avoidance of doubt, Licensee's Attachments include, but are not limited, to fiber cables, copper cables, remote terminals, fiber distribution panels, fiber hand-off cabinets and similar equipment used in the transmission of voice services, data services, intelligence and Internet access services. This Agreement governs the fees, charges, terms and conditions that apply to licenses issued by Licensor to Licensee. Licensee must obtain separate authorization from, and pay all applicable fees and charges to, any other Licensor, Joint Owner, and/or Joint User of any Utility Pole, if applicable. Excluding only the Transferred Poles and future Utility Poles installed by Licensor in New Hampshire as replacements for the Transferred Poles, 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 if required by the terms of this Agreement.
- 2.2 This Agreement supersedes all previous joint ownership agreements between Licensor and Licensee with respect to the subject matter contained herein. 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 Utility 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 Utility 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 Utility 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 Utility Poles covered by this Agreement.
- 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 or if there is insufficient capacity on a Utility Pole, or for reasons of safety, reliability or generally applicable engineering purposes, or if Licensor does not possess the authority to allow the proposed Attachment.

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 Section 3.2 of this Agreement and, as applicable under Section 3.2, APPENDIX I, attached hereto and made a part hereof.
- 3.1.2 Except for the time period specified in Section 3.2.1.1, 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 Attachment Fees and Charges is not acceptable to Licensee.

Upon termination, Licensee shall thereafter remove its facilities and attachments in accordance with the process set forth in Section 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. Licensee shall have the right to challenge the increase to the Attachment Fees and Charges by submitting the issue to the NHPUC or then applicable 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.
- 3.1.4 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 annual Attachment Fee for each Attachment made to Licensor's Utility Poles. Because Licensor acknowledges that prior to the Effective Date of this Agreement, Licensee has no inventory of its facilities on the Utility Poles, Licensee's Attachment Fee shall be determined as follows:

3.2.1.1 For the first two years after the Effective Date, Licensee shall pay an annual lump sum amount that covers the Attachment Fees for all Utility Poles to which Licensee has attached facilities as follows: (i) for the period May 1, 2023 through April 30, 2024, the amount of Five Million Dollars (\$5,000,000) and (ii) for the period May 1, 2024 through April 30, 2025, the amount of Five Million Dollars (\$5,000,000).

3.2.1.2 Beginning after the Attachment Survey results described in Section 3.2.2 are verified and accepted by Licensor and Licensee, but in no event sooner than May 1, 2025, Licensee shall pay the applicable annual Attachment Fee specified in APPENDIX I, which shall be no greater than the rate determined by the Federal Communications Commission's then-applicable pole attachment rate formula that applies to Licensor's CLEC and cable licensees.

3.2.2 After the Effective Date of this Agreement, Licensor and Licensee will work cooperatively as Licensor undertakes a Utility Pole Attachment survey (the "Attachment Survey") as required by final Order 26,729 in Docket DE 21-020, as clarified in Order 26,772, issued by the New Hampshire Public Utility Commission ("NHPUC"). Prior to the commencement of the Attachment Survey, Licensor and Licensee, together with the independent licensed third-party contractor selected by Licensor and Licensee to perform the Attachment Survey (the "Attachment Contractor"), shall meet in order to determine the scope and standards for the Attachment Survey, including an agreed-upon definition of Licensee's Attachments. The Attachment Survey shall produce results that are no less than 97 percent accurate. Licensee will have an opportunity to ride along during the Attachment Survey and will be provided interim and final results for review and verification as follows:

3.2.2.1 For all areas other than the Cities of Manchester and Nashua, New Hampshire, interim results of the Attachment Survey, along with all supporting data and photographs, shall be provided to Licensee in batches containing no more than ten (10) municipalities at one time. With respect to the Cities of Manchester and Nashua, New Hampshire, interim results of the Attachment Survey, along with all supporting data and photographs, shall be provided to Licensees in batches containing no more than one-third of the poles in each City.

3.2.2.2 Licensee shall have sixty (60) days following receipt of a batch of interim results provided under Section 3.2.2.1 to review the data and identify any

errors requiring further review and correction. If Licensee identifies errors, Licensor and Licensee shall meet in good faith to discuss the errors and Licensor shall ensure the Attachment Contractor promptly reviews and corrects the errors either within ninety (90) days of the date upon which Licensee identified the error or prior to providing final results from the Attachment Survey, whichever is earlier.

3.2.2.3 At the conclusion of the Attachment Survey, the final results of the Attachment Survey, along with all supporting data and photographs, shall be provided to Licensee for review and verification. Licensee shall have sixty (60) days following receipt of the final results to review the data and identify any errors requiring further review and correction. If Licensee identifies errors, Licensor and Licensee shall meet in good faith to discuss the errors and Licensor shall ensure the Attachment Contractor promptly reviews and corrects the errors within ninety (90) days of the date upon which Licensee identified the error.

3.2.2.4 After Licensee verifies the final results from the Attachment Survey, the number of Licensee's Attachments identified in the Attachment Survey will be used to determine the annual amount due for Attachment Fees under Section 3.2.1.2 for the first year following the Attachment Survey. If Licensor and Licensee are unable to agree on the number of Licensee's Attachments on Licensor's Utility Poles resulting from the Attachment Survey, then either Party may file a complaint or other proceeding with the NHPUC for resolution.

3.2.3 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 Field Survey, Make-ready Work and Inspection Charges

3.3.1 Licensee shall calculate and pay to Licensor the applicable Pre-Construction Field 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 Field Survey Charge shall be calculated based on the rates and formulas set forth in APPENDIX I.

3.3.2 Licensee shall make an advance payment of the applicable charge to Licensor prior to any performance by Licensor of any Pre-Construction Field Survey, Make-ready Work, Post-Construction Inspection or Subsequent Inspection. For the Make-ready Work, Post-Construction Inspection or Subsequent Inspection work to be performed by Licensor, the charge will be based on an estimate of costs. For any charges based on an estimate, the Licensee shall either 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 costs as finally computed based on an actual time and materials basis plus an amount equal to ten percent (10%) of such costs.

3.3.3 Licensee shall make payment to the Licensor within thirty (30) days following the invoice date for Periodic Inspections. Costs for Periodic Inspections will be billed on an actual time and materials basis plus an amount equal to ten percent (10%) of such costs.

3.3.4 Intentionally Omitted.

3.3.5 Intentionally Omitted.

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 Field 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 fifteen (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 is 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 is 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 (6) 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 Utility Pole, Licensee shall make application for and have received a license therefor in the forms attached in APPENDIX IV. Licensor 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 the lesser of 200 poles or 0.5 percent of Licensor's Utility Poles in the State of New Hampshire on any one application. Licensor reserves the right to limit the filing for Attachments to not more than the lesser of 2,000 Utility Poles or 4 percent of Licensor's Utility Poles in the State of New Hampshire on all applications that are pending approval by Licensor at any one time within a single Area Work Center boundary, and shall have the right to negotiate in good faith the timing of all requests for Attachments larger than such amount. 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 Licensor at the same time; provided, however, that Licensor may treat multiple Attachment application requests received from Licensee within 30 days of one another as one request.
- 4.3 Properly completed license applications received by Licensor on the same day from two or more licensees for attachment accommodations on the same Utility Pole(s), shall be processed together. All Pre-Construction Field 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 FIELD SURVEY and MAKE-READY WORK

- 5.1 A Pre-Construction Field Survey is required for each Utility Pole and Anchor for which an Attachment is requested to determine the adequacy of the Utility Pole and Anchor to accommodate Licensee's Attachments and facilities. The Pre-Construction Field Survey will be performed jointly by representatives of Licensor, Joint Owner and Licensee

unless otherwise agreed to by all parties. If the Licensor fails to respond to a Licensee's request for Utility Pole Attachment access which is in writing and includes the information necessary under the Licensor's procedures to schedule a Pre-Construction Field Survey of the Utility Poles involved, then, with respect to requests for attachment in the communications space only, the Licensee may hire a contractor to perform the survey in accordance with the requirements of subpart 5.7 below.

- 5.2 Licensor will process all requests for access to Utility Poles on a non-discriminatory basis in the order such requests are received; provided, however, that Licensor may treat multiple attachment application requests received from Licensee within 30 days of one another as one request.
- 5.3 Absent circumstances beyond the Licensor's control, such as a force majeure event or circumstance, within forty-five (45) days of receipt of written notification in the form of a complete license application and the correct Pre-Construction Field Survey fee payment (or within sixty (60) days in the case of larger attachment requests as specified in the second sentence of Article IV, subpart 4.2 above), Licensor shall perform or have performed a Pre-Construction Field Survey and present the Pre-Construction Field Survey results to Licensee. The Pre-Construction Field Survey results will contain one of the following statements:
- (a) If no Make-ready Work is required, a license shall be issued for the Attachment.
 - (b) If Licensor determines that the Utility 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 estimate of charges for the performance of such anticipated Make-ready Work within fourteen (14) days of completing the Pre-Construction Field Survey (or, where the request is to attach in the communications space, and in the case where Licensee's contractor has performed the survey as allowed in accordance with applicable regulatory rules, within 14 days after receipt by Licensor of the results of such survey); provided, however, that Licensor shall have no obligation to provide an estimate of charges within such time period unless and until Licensor and Licensee have entered into a pole attachment agreement specifying the rates, terms and conditions of attachment, as represented by this Agreement.
 - (c) If Licensor determines, on a nondiscriminatory basis, that the Utility Pole and/or the existing facilities thereon may not reasonably be rearranged or replaced to accommodate Licensee's Facilities for reasons of insufficient capacity on the Utility Pole, safety, reliability or generally applicable engineering purposes or Licensor does not possess the authority to allow the Licensee's proposed Attachment, the Licensor may refuse to grant a license for the Attachment. The Licensor's field representative present during the Pre-Construction Field Survey may make such final determinations where there is insufficient capacity and for reasons of safety, reliability and generally applicable engineering purposes. Licensor shall provide the specific reason(s) for such denial, and shall include all

relevant evidence and information supporting such denial and explain how such evidence and information represent grounds for such denial. Licensor shall not unreasonably exercise the right reserved under this subpart 5.3(c), or refuse a request for a license for reasons of capacity, safety, reliability or engineering if other Make-ready Work or another alternative can be identified that would accommodate the Attachment.

- 5.4 Licensor may withdraw its outstanding and unpaid estimate of Make-ready Work beginning 14 days after the estimate was presented to the Licensee. Licensee may accept an outstanding estimate and make payment thereof any time after receipt of the estimate, but before the estimate is withdrawn. Once the estimate is withdrawn, the Licensee shall be required to initiate a new application for license to attach in compliance with the procedures and requirements set forth in this Agreement, and the application will be handled by Licensor in the same manner as any other new application.
- 5.5 Licensor has no obligation to proceed with any steps to commence or complete Make-ready Work until Licensor's estimate of Make-ready Work charges has been paid by Licensee in advance, and prior to withdrawal. Upon the Licensor's receipt of advance payment from Licensee for the outstanding Make-ready Work estimate prior to its withdrawal by Licensor, then with respect to requests to attach in the communications space, Licensor shall immediately provide to all known entities with existing attachments that may be affected by the Make-ready Work the written notice required under applicable regulatory requirements and shall ensure that the Make-ready Work specified in the notice shall be completed by the date set for completion (which date will be no later than sixty (60) days after the notice is sent for requests for Attachments up to the lesser of 300 Utility Poles or 0.5 percent of the Licensor's Utility Poles in the State of New Hampshire, or 105 days after the notice is sent in the case of requests for Attachments for larger orders up to the lesser of 2,000 Utility Poles or 4 percent of the Licensor's Utility Poles in the State of New Hampshire, both periods subject to extension for an additional thirty (30) days for applications involving more than 100 Utility Poles where 30 percent or more of the affected Utility Poles are required to be replaced). Licensor may deviate from the time limits for completion of the Make-ready Work specified above during performance of the Make-ready Work for good and sufficient cause that renders it infeasible for the Licensor to complete the Make-ready Work within the prescribed time frame; provided, however, that Licensor shall immediately notify, in writing, the Licensee and other affected entities with existing attachments, stating the reason for and the date and duration of the deviation, and Licensor shall deviate from said time limits for a period no longer than necessary and shall resume Make-ready Work performance without discrimination when it returns to routine operations.
- 5.6 Notwithstanding the date set for completion of Make-ready Work as set forth in the notice provided by Licensor or as deviated from by Licensor as authorized in subpart 5.5 above, the Licensor shall have the right, but not the obligation, to an additional fifteen (15) days to complete any outstanding Make-ready Work (referred to herein as the Licensor's 15-day right of control), provided that the delay in completion of that Make-ready Work was caused by the actions or inactions of a third party attaching entity who had received timely notice that its Make-ready Work could be performed. In the event

Licensor asserts its 15-day right of control under the circumstances, the time period to complete the Make-ready Work to accommodate the attachment of Licensee's Facilities shall be extended for a like period. Licensor shall notify Licensee of the assertion of its 15-day right of control immediately or as soon as practicable thereafter.

- 5.7 With respect to requests to attach in the communications space only, if Make-ready Work is not completed by the Licensor or an existing attaching entity by the date set for completion of Make-ready Work as set forth in the notice provided by Licensor or as deviated from by Licensor as authorized in subpart 5.5 above, then Licensee shall have the right to hire a contractor to complete the outstanding Make-ready Work in accordance with the requirements of this provision. Written notice of such contractor engagement shall be provided by the Licensee to the Licensor and to each affected attaching entity, as of the time specified as follows: (i) immediately, if the Licensor has failed to assert its 15-day right of control by notifying the Licensee that the Licensor will do so, or (ii) after 15 days if the Licensor has asserted its 15-day right of control and has failed to complete all such Make-ready Work. A list of not less than 3 contractors that Licensor authorizes to perform surveys and Make-ready Work in the communications space on its Utility Poles is included in APPENDIX V attached hereto and made a part hereof. If Licensee hires a contractor for the purposes of this provision, it shall choose a contractor from among those listed in APPENDIX V. If Licensee hires a contractor for purposes of this provision, Licensee shall provide Licensor with a reasonable opportunity for Licensor's representative to accompany and consult with the authorized contractor and Licensee. No Make-ready Work may be performed by Licensee or its contractor unless and until Licensor and Licensee have entered into a pole attachment agreement specifying the rates, terms and conditions of attachment, as represented by this Agreement.
- 5.8 Licensor shall provide Licensee, no less than sixty (60) days prior written notice of any modification of Utility Poles (such as Utility Pole replacement or relocation) other than as part of routine maintenance, or modifications in response to emergencies, or to a request from a governmental authority.
- 5.9 Licensee may revise APPENDIX V from time to time so long as Licensor is provided with twenty (20) days prior written notice of said revisions to review and approve (or object) any of Licensee's changes to the contractors therein; provided, however, any objection from Licensor to said revisions shall be made in good faith.

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 Utility Poles. Licensee shall be responsible for obtaining permission from any Joint Owner(s) or Joint User(s) of the Utility 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 Utility 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 Utility Poles are located. The Licensor does not warrant the validity, assignability or apportionability of any rights it may hold to place facilities on public or private property. The Licensor will, upon written request by the Licensee, provide available information and copies of any documents in its files pertinent to the nature of the rights the Licensor possesses over private property. The cost of providing such information and reproducing documents shall be borne by Licensee.

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 Licensee's Facilities on Licensor's Utility 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 Utility Poles by Licensor or by other authorized users of Licensor's Utility Poles, or electrically interfere with Licensor's facilities attached thereto, or interfere with the services furnished by Licensor or any other attaching entity.
- 7.1.2 Licensor shall specify the point of attachment on each of Licensor's Utility 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 Utility 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 if desired by Licensor.
- 7.1.4 Licensee may attach its Guy Strand to Licensor's existing Anchor at no charge where Licensor determines that adequate capacity is available; provided that Licensee agrees to secure any necessary easement, right-of-way or permission 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 to which Licensee's Guy Strand is attached, Licensee will either rearrange its Guy Strand on the Anchor 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 Utility Poles, to which Licensee is attached, Licensee will upon written notice from the Licensor either rearrange its Attachments on the Utility Pole or transfer them to a replacement Utility Pole as reasonably determined by Licensor so that the additional facilities of Licensor, Joint Owner(s), Joint User(s), or other licensees may be attached; provided that, except to the extent such relocation is required to accommodate the needs of Licensor, Joint Owner(s) or Joint User(s), such rearrangement or transfer does not materially reduce, impair or otherwise diminish Licensee's operations from the property and subject to receipt of all necessary government permits and approvals for such rearrangement or transfer. Licensee shall not be required to bear any of the costs of rearranging or transferring its facilities if such rearrangement or transfer is required as a result of an additional occupancy by any entity including Licensor, Joint Owner(s), Joint User(s), or other licensees. Any rearrangement or transfer costs shall be borne by the entity or entities requesting rearrangement. Licensee shall be solely responsible for collecting any rearrangement or transfer costs incurred pursuant to this paragraph. Licensor's sole responsibility shall be limited to reimbursement of its pro rata share of such costs caused by its own additional occupancies. However, Licensor shall, upon receipt of written request, provide Licensee with any information in Licensor's possession which may facilitate Licensee's collection of such costs.
- 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 Utility 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. The foregoing shall not preclude Licensee from thereafter seeking reimbursement of such rearrangement or transfer costs as if it had performed the work in accordance with this paragraph.
- 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 tree trimming that may be required on Licensee's customer's premises to clear Licensee's Attachments 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.
- 7.1.11 For each new facility attached by Licensee to Licensor's Utility Poles on or after the date of execution of this Agreement, Licensee shall place identification tags on cables located on Utility 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 Utility Poles at Licensee's expense. Licensor shall make reasonable efforts to contact Licensee as circumstances permit.
- 7.1.13 Licensee shall complete all Utility Pole Attachment work within one hundred and eighty days (180) of issuance of license by Licensor.

Unless Licensee submits to Licensor a notification for extension as specified below, the failure of Licensee to complete all attachment work within 180 days of issuance of license shall cause the license to be cancelled, and Licensee must apply for a new license to attach.

If for reasons beyond control of the Licensee its work cannot be completed within 180 days, the Licensee must notify Licensor in writing and include an estimated time of completion. Under no circumstances will the Licensor approve an extension beyond two hundred and seventy (270) days from the issuance of the license.

If Licensee cannot complete its work within the additional time frame, then any outstanding work will be cancelled and the Licensee must apply for a new license from the Licensor.

If Licensee's application is cancelled due to the expiration of the time allowed for completion of Licensee's work, then the subsequent application from the Licensee will be considered to be a new application, and will be handled in the same manner as any other new application(s).

In the event of cancellation of Licensee's license due to Licensee's inability to complete its work in the allotted time frame, it will be the responsibility of the

Licensee to submit the Notice of Discontinuance of Use of Poles (Form 6) to the Licensor.

Failure of the Licensee to submit the Notice of Discontinuance of Use of Poles (Form 6) to the Licensor will result in continued billing for the affected Attachments by the Licensor to the Licensee.

7.1.14 Except as otherwise provided herein with respect to Attachment access and Make-ready Work, the Licensee shall provide written notice to the Licensor not less than sixty (60) days prior to (i) modifying an existing Attachment other than as part of routine maintenance, in response to an emergency, or to install a customer drop line, (ii) increasing the load or weight on a Utility Pole to which Licensee is attached by adding to an existing Attachment, other than as part of routine maintenance, in response to an emergency, to install an overlash, or to install a customer drop line, or (iii) changing the purpose for which an existing Attachment is used. The failure of Licensee to provide the required 60-day notice shall be an event of default hereunder entitling the Licensor to its rights of termination under Article X.

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

7.2.1 Licensee shall work cooperatively with the Licensor when performing routine Licensee's Maintenance Work on its facilities and/or Attachments. Cooperative practices shall include an agreed 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 Licensee's Maintenance Work. Significant simultaneous maintenance activity by Licensee within a geographic area may be deemed by Licensor to be Rebuild activity, instead of routine Licensee's Maintenance Work.

7.2.2 Intentionally omitted

7.2.3 An Overlash by Licensee shall not be deemed an Attachment, and Licensee shall have the right to install an Overlash subject to the following notification provisions. Licensee shall provide written notice to Licensor of its intent to Overlash a minimum of five (5) days prior to installing an Overlash. Licensee shall provide written notice of an Overlash to the Licensor within ten (10) days after installing the Overlash. The failure of Licensee to provide the foregoing notices, or either of them, shall be an event of default hereunder entitling the Licensor to its rights of termination under Article X.

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 Utility 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.

- 8.2 Post-Construction Inspections shall consist of a 10 percent sample of the Utility Poles to which the Licensee has attached facilities after completion of work. If Licensor determines that the Licensee is not in compliance at greater than 2 percent of the sampled locations, Licensor may inspect and bill Licensee to inspect all Utility 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 prior 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 and/or Joint User and Licensee.

ARTICLE IX - UNAUTHORIZED ATTACHMENTS

- 9.1 If any of Licensee's Facilities are attached to Licensor's Utility 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, an 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 provided not less than sixty (60) days have elapsed since notification to Licensee of the unauthorized attachment in accordance with this provision.

- 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 unauthorized attachment fee shall be in addition to all other amounts due and owing to Licensor under this Agreement.

ARTICLE X - TERMINATION

10.1 60-Day Termination

10.1.1 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(s), 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 Utility 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 apportions part of the licensed assigned space or otherwise permits its assigned space to be used by an entity or an affiliate not authorized pursuant to subpart 11.2.
- (g) 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;

- (h) the Licensee shall fail to pay any sum due or deposit any sum required under this Agreement, or shall fail to maintain satisfactory surety as required in Article XII;
- (i) 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 Utility Pole or anchor is denied, revoked or cancelled.

10.1.2 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 Utility Poles and/or anchors at which such non-compliance has occurred.

10.2 General

- 10.2.1 In the event of termination of any of the Licensee's license(s), authorizations and/or rights hereunder, the Licensee shall remove Licensee's Facilities from the Utility Pole(s) and/or Anchor(s) impacted by the termination 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/or Anchor(s). If the Licensee fails to remove Licensee's Facilities from the relevant Utility Pole(s) and/or Anchor(s) within the specified period, the Licensor shall have the right to remove Licensee's Facilities from the relevant Utility Pole(s) and/or Anchor(s) at the Licensee's expense and without liability on the part of the Licensor for damage or injury to Licensee's Facilities or interruption of Licensee's services.
- 10.2.2 When Licensee's Facilities are removed from a Utility Pole or Anchor, no Attachment to the same Utility Pole or Anchor shall be made until the Licensee has first complied with all of the provisions of this Agreement as though no such Utility Pole or Anchor Attachment had been made previously and all outstanding charges due to the Licensor for such Utility Pole or Anchor have been paid in full.
- 10.2.3 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 Utility Pole covered by the license. Such automatic termination shall be stayed if the Licensee has sought judicial or regulatory review of the decision that either (1) has acted to terminate such authority or (2) has declared that the Licensee

lacks such authority, and Licensee provides Licensor with satisfactory evidence that it has sought or is seeking such judicial or regulatory review.

10.3 Licensee's Removal of Attachments

10.3.1 Licensee may at any time remove its Attachments from a Utility 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.

10.3.2 Following such removal, no Attachment shall again be made to such Utility Pole or Anchor 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 any license, or any authorization granted under this Agreement, and such licenses and authorizations shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of Licensor, which shall be in the form of an assignment agreement satisfactory to the Licensor. Licensor shall not unreasonably withhold, condition, or delay such consent.

11.2 In the event such consent or consents are granted by Licensor, then the provisions of this Agreement shall apply to and bind the successors and assigns of Licensee. Licensee may, however, assign this Agreement without Licensor's consent to an entity controlling, controlled by, or under common control with Licensee or to an entity acquiring fifty-one percent (51%) or more of Licensee's stock or assets provided that any such assignment shall be subject to the assignee's being capable of assuming all of the obligations of Licensee hereunder. Any such assignment shall impose no obligations upon or be effective against Licensor, and Licensor shall have no liability to any assignee of such assignment, until Licensor has received prior written notice of any such assignment. Licensee may also assign this Agreement, without Licensor's consent and without prior notice to Licensor, to an institutional mortgagee or lender providing financing to Licensee with respect to Licensee's Facilities, and in the event such institutional mortgagee or lender exercises its foreclosure right against Licensee and operates the Licensee Facilities on the Licensor's Utility Pole(s) and/or Anchor(s); provided such institutional mortgagee or lender is capable of assuming all of the obligations of the Licensee hereunder and further provided that such assignment shall not be effective against Licensor unless and until written notice of such assignment and exercise of rights is provided to Licensor. Anything herein to the contrary notwithstanding, Licensee shall not be relieved of any of its obligations hereunder without Licensor's prior written consent.

- 11.3 All notice of such assignments shall include any change to the notice address provided in subpart 15.3. Within thirty (30) days of the assignment, Licensor and assignee shall execute an assignment agreement.

ARTICLE XII - SURETY REQUIREMENTS

- 12.1 Licensee shall furnish a surety bond or irrevocable letter of credit satisfactory to the Licensor according to the following criteria:

Poles	Security
1 – 50	\$10,000
51 – 500	\$75,000
501 – 2000	\$300,000
2001 – 3000	\$450,000
3,000 +	\$500,000

- 12.2 The maximum security limit required is \$500,000.
- 12.3 If the financial security is in the form of a bond, irrevocable letter of credit, or other security as deemed acceptable by Licensor, such instrument shall be issued by a surety company or bank satisfactory to the Licensor and shall guarantee Licensee’s obligations under the Agreement. The Licensee is obligated to maintain the security in the full amount for the terms of the Agreement.
- 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 Utility Poles and Anchors 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 nor for interference with the operation of Licensee’s communications services arising in any manner out of the use by Licensee of Licensor’s Utility Poles or anchors, except as caused solely by Licensor’s negligence.
- 13.2 Licensor and its employees, agents, and contractors shall exercise reasonable care to avoid damaging Licensee’s Facilities attached to Utility Poles or Anchors under this Agreement and shall make an immediate report to Licensee of the occurrence of any such damage caused by Licensor’s employees, agents or contractors. Licensor agrees to reimburse licensee for all reasonable costs incurred by Licensee for the physical repair of damage to such Licensee’s Facilities caused by the sole negligence of Licensor or its employees, agents, and/or contractors; however, Licensor shall not be liable to Licensee for any loss of Licensee’s revenue or profits resulting from any interruption of Licensee’s service caused by such damage or interference with the operation of Licensee’s Facilities caused by such damage.

- 13.3 Licensee shall exercise reasonable care to avoid damaging the facilities of Licensor and of others attached to Licensor's Utility Poles and Anchors, and shall make an immediate report of damage to the owner of facilities so damaged. Licensee assumes all responsibility for any and all direct loss from damage caused by Licensee's employees, agents or contractors.
- 13.4 Licensee shall indemnify, protect and save harmless Licensor from and against any and all claims, demands, causes of actions and costs, including attorneys' fees, for damages to property and injury or death to Licensee's employees or other persons, including but not limited to, payments under any Workers Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of Licensee's Facilities or by their proximity to the facilities of all parties attached to Licensor's Utility Poles or Anchors, or by any act or omission of the Licensee's employees, agents or contractors on or in the vicinity of Licensor's Utility Poles or Anchors. The foregoing indemnity, hold harmless and defense provisions shall not apply in the case of claims which arise from the sole negligence, misconduct or other fault of Licensor. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct or joint fault of Licensee and Licensor, but in such case the amount of the claim for which Licensor is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of Licensee.
- 13.5 The Licensee shall indemnify, protect and save harmless Licensor from any and all claims, demands, causes of action and costs, including attorneys' fees, which arise directly or indirectly from the construction, attachment or operation of Licensee's Facilities on Licensor's Utility Poles and Anchors, including but not limited to damages, costs and expense of relocating Utility Poles due to the loss of right-of-way or property owner consents, taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including attorneys' fees, for infringement of patents with respect to the manufacture, use and operation of Licensee's Facilities in combination with Utility Poles and Anchors or otherwise. The foregoing indemnity shall not apply in the case of claims which arise from the sole negligence, misconduct or other fault of Licensor. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct, or joint fault of Licensee and Licensor, but in such case the amount of the claim for which Licensor is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of Licensee.
- 13.6 Licensor and Licensee shall promptly advise each other of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner by the erection, maintenance, repair, replacement, presence, use or removal of facilities governed by this Agreement. Copies of all accident reports and statements made to a Licensor's or Licensee's insurer by the Licensor or Licensee or affected entity shall be furnished promptly to the Licensor or Licensee.

- 13.7 Unless expressly provided for otherwise herein, neither Licensor nor Licensee shall be liable to the other for any special, consequential or other indirect damages arising under this Agreement.
- 13.8 The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license(s) issued hereunder.

ARTICLE XIV - INSURANCE

- 14.1 Licensee shall secure and maintain (and ensure its contractors and subcontractors, if any, secure and maintain) 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, collapse and underground hazard; broad form propeliy damage; products/completed operations; contractual liability; independent contractors; personal injury) with limits of at least \$2,000,000 combined single limit for each occurrence.
 - (b) Commercial Automobile Liability insurance with limits of at least \$2,000,000 combined single limit for each occurrence. Notwithstanding, if the Licensee does not own or operate any vehicles or automobiles associated with the Licensee's business or associated with the work related to this Agreement, then Licensee must only provide satisfactory evidence that its contractors and subcontractor(s), if any, have purchased and maintained Commercial Automobile Liability insurance in such amount.
 - (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 The above limits may be satisfied by a combination of self-insurance, underlying/primary and excess/umbrella insurance. All policies provided by the Licensee shall be deemed primary and non-contributory to all other applicable coverages. The Licensee shall waive its right of subrogation for all insurance claims. The Commercial General Liability and Commercial Auto Liability policies must name Licensor, its subsidiaries and affiliates as additional insureds. The Licensee's insurance companies must be licensed to do business in the applicable state(s) and must meet or exceed an A.M. Best rating of A- X or its equivalent.
- 14.3 All insurance must be in effect before Licensor will authorize Licensee to make attachment to Licensor's Utility Poles or Anchors and shall remain in force until such facilities have been removed from all such Utility Poles and Anchors. For all insurance, the Licensee must deliver an industry-recognized certificate of insurance evidencing the amount and nature of the coverage, the expiration date of the policy and the waiver of subrogation and stating that the policy of insurance issued to Licensee will not be cancelled or changed without thirty (30) days written notice to Licensor. Also, such certificate of insurance shall evidence the name of the Licensor, its subsidiaries and affiliates, as additional insureds, or provide evidence of an endorsement to the policy to

that effect. The Licensee shall submit such certificates of insurance annually to the Licensor as evidence that it has maintained all required insurance. Licensee will provide copies of the applicable insurance policies to Licensor upon request.

- 14.4 Licensee is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages shall not constitute limitations upon Licensee's liability.
- 14.5 The minimum insurance coverages are subject to review and revision by Licensor in the event Licensor determines that they are not adequate to protect Licensor's interests.

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 Utility Pole or Anchor covered by this Agreement.

15.2 Failure to Enforce

Failure of Licensor or Licensee 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, electronic mail or 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 where the Licensor's Utility Poles and Anchors 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 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. Either Party may, upon written notice, require the other Party to engage in good-faith negotiations to amend the Agreement to comport with regulatory changes or obligations.

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 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 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 Intentionally Omitted

15.10 Dispute Resolution

In the case where Licensee claims that a term or condition is unjust or unreasonable or any dispute arises between the Parties relating to this Agreement, Licensee shall submit a complaint to the Electric Field Operations Support Supervisor, specifying all information

and its argument relied on to justify its claim. Licensor shall provide a written response to such complaint within ten (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 the Electric Field Operations Support Supervisor to discuss such issues. Such meeting shall be mutually scheduled within ten (10) business days of the request, and held as mutually agreed. If the Licensee is not satisfied with the results of such meeting, it may file a complaint with a court or 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

The initial term of this Agreement shall be for six (6) years commencing on the date stated in the opening paragraph of this Agreement. Thereafter, the term of this Agreement shall be automatically renewed annually unless notice of termination is given by either Licensor or Licensee not fewer than 120 days prior to the end of the then expiring term. This Agreement may be terminated by Licensee by written notice of termination not fewer than 30 days prior to the effective date of such termination. Any termination by Licensee shall not become effective until the Licensee has discontinued all existing licenses and has removed any and all of Licensee's Facilities from Licensor's Utility Poles and Anchors. This Agreement may be terminated upon written notice by the Licensor if, within one year from the date of this Agreement, the Licensee has placed no Licensee's Facilities on the Licensor's Utility Poles or Anchors in accordance with the Agreement.

ARTICLE XVII - SCOPE OF AGREEMENT

Notwithstanding any other or contrary provisions of this Agreement, the scope of this Agreement is limited solely to attachment to Licensor's Utility Poles in the State of New Hampshire

Licensor reserves the right, in its sole and absolute discretion, to unilaterally cancel and terminate this Agreement, in the event that Licensor and Licensee, and/or their respective successors or assigns, subsequently enter into a pole attachment agreement granting to Licensee the right, authority and permission to attach to, and make application to attach to, Licensor's solely owned poles and regardless of the manner or means by which Licensor's sole ownership interest is established or created or acquired; provided, however, that the Licensee's attachment to the Utility Poles covered by this Agreement, and any and all attachment licenses issued therefor, shall be superseded and replaced by such new pole attachment agreement and all of the terms, conditions and provisions thereof. All of Licensee's such Attachments and licenses shall continue and thereafter be deemed covered by and subject to such new pole attachment agreement, and all of the terms, conditions and provisions thereof, in place and instead of this Agreement.

[INSERT SIGNATURE BLOCK]

The undersigned has caused this Agreement to be duly executed for and on its behalf as of the Effective Date.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

By:

Signature:

A handwritten signature in blue ink, appearing to read 'D. Foley', written over a horizontal line.

Name: Douglas Foley

Title: President and Chief Operating Officer

The undersigned has caused this Agreement to be duly executed for and on its behalf as of the Effective Date.

CONSOLIDATED COMMUNICATIONS OF NORTHERN NEW ENGLAND COMPANY, LLC

By:

Signature: 

Name: Fred A. Graffam III

Title: Chief Financial Officer and Treasurer

APPENDIX I

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
 d/b/a EVERSOURCE ENERGY
 POLE ATTACHMENT AGREEMENT**

2019 ATTACHMENT FEES AND PRE-CONSTRUCTION FIELD SURVEY CHARGES

1. Annual Attachment Fees:

\$13.11	Solely owned Poles
\$6.56	Jointly owned poles
\$4.37	Tri owned poles

Attachment fees provided by Eversource Energy – Rate Department

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.

2. Pre-construction Field Survey Charges:

ROADSIDE FIELD SURVEY CHARGES

\$294.00 + \$5.38 per pole, for all number of poles

Roadside field survey charges are subject to change based on a periodic review of actual costs to perform pre-construction surveys.

RIGHT OF WAY FIELD SURVEY CHARGES

Right-of-Way field survey charges will be estimated on a case by case basis after review by Public Service Company of New Hampshire d/b/a Eversource Energy Civil Engineering.

APPENDIX II

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
d/b/a EVERSOURCE ENERGY
POLE ATTACHMENT AGREEMENT**

NOTICE ADDRESSES

All written notices required under this agreement are to be sent to:

Licensors:

Public Service Company of New Hampshire d/b/a Eversource Energy
Supervisor – Electric Operations Support
PO Box 330
Manchester, NH 03105

Licensee: _____.

All Notices are to be sent to the contacts as listed on the attached **Customer Profile**.

A blank **Customer Profile** form may be requested to update notice addresses, as necessary.

APPENDIX II

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
 d/b/a EVERSOURCE ENERGY
 POLE ATTACHMENT AGREEMENT**

NOTICE ADDRESSES

Licensee: _____ State of Incorporation: _____

(Legal company name registered with the state to do business)

(PLEASE USE MULTIPLE PAGES AS REQUIRED)

LEGAL NOTICES		INSURANCE NOTICES	
CONTACT NAME		CONTACT NAME	
TITLE		TITLE	
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	
TEL. NO.	FAX NO.	TEL. NO.	FAX NO.
E-MAIL ADDRESS		E-MAIL ADDRESS	

EMERGENCY NOTIFICATIONS 24/7		TRANSFER NOTICES	
CONTACT NAME		CONTACT NAME	
TITLE		TITLE	
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	
TEL. NO.	FAX NO.	TEL. NO.	FAX NO.
E-MAIL ADDRESS		E-MAIL ADDRESS	

POLES/CONDUIT RENTAL BILLS	
CONTACT NAME	
TITLE	
ADDRESS	
CITY, STATE, ZIP	
TEL. NO.	FAX NO.
E-MAIL ADDRESS	

Licenses: Please utilize this form to update company contact information as necessary.

This form has been completed by: _____ **Date:** _____

Telephone No.: _____

Revised 04/30/2019

APPENDIX IV

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
d/b/a EVERSOURCE ENERGY
POLE ATTACHMENT AGREEMENT**

APPLICATION AND POLE ATTACHMENT LICENSE FORM 1

Appendix IV
Form 1

APPLICATION AND POLE ATTACHMENT LICENSE

Licensee: _____
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 0 attachments to poles and 0 Power Supply(ies) and 0 Other attachments located in the municipality of _____ in the State of New Hampshire.

This request will be designated Pole Attachment License 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: _____
Title: _____
Telephone Company Tel #: _____ Ext. _____
Fax #: _____
E-mail: _____

*****For licensor use, do not write below this line*****
Pole Attachment License Number _____ is hereby granted to make the attachments described in this application to _____ attachments to Fully/Solely Owned poles, _____ attachments to Jointly Owned poles, _____ attachments to Tri Owned poles, _____ attachments to Jointly Used poles, _____ Power Supplies and _____ Other attachments located in the municipality of _____ in the State of New Hampshire as indicated on the attached Form 3.

Licensor's Name (Print): _____
Signature: _____
Title: _____
Agreement ID # Tel No.: _____
E-mail: _____
Date: _____

The Licensee shall submit an original copy of this application to Public Service Company of New Hampshire d/b/a Eversource Energy and the appropriate Telephone Company.

APPENDIX IV

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
d/b/a EVERSOURCE ENERGY
POLE ATTACHMENT AGREEMENT**

APPLICATION AND POLE ATTACHMENT LICENSE FORM 2

Appendix IV
Form 2

**PUBLIC SERVICE COMP. NY OF NEW HAMPSHIRE
d/b/a EVERSOURCE ENERGY
AUTHORIZATION FOR FIELD SURVEY WORK**

Licensee: _____

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 Number _____ in the municipality of _____ in the State of New Hampshire.

PRECONSTRUCTION ROADSIDE FIELD SURVEY CHARGES

Field Survey	Number of Poles	Unit Rate	Total
Field Survey	0	\$5.38	\$0.00
Flat Fee		\$294.00	\$294.00
Total Charges:			

Please note, if the cost of the field survey was calculated 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 field survey. If you wish to have us complete the required survey, please sign this statement below and return with an advance payment in the total amount shown above.

PRECONSTRUCTION RIGHT OF WAY FIELD SURVEY CHARGES

The charges that will apply to complete a field survey that includes poles located in a Eversource Right Of Way will be estimated on a case by case basis after review by Eversource Civil Engineering. Due to the complexity, varying conditions and engineering factors required to complete a survey of requests to attach to poles located in a Right Of Way, a flat unit cost can not be provided. If you wish to have us complete the required field survey, please provide the location of the poles and the pole numbers and return it to the address below. Eversource Civil Engineering will review and send to you the prepayment cost for the survey within 14 days of receipt.

Mail application and, if applicable, prepayment and/or location of poles with pole numbers to Licensor.

Public Service Company of New Hampshire d/b/a Eversource Energy
Customer Operations Support
PO Box 330
Manchester, NH 03105

- (a) PRECONSTRUCTION ROADSIDE FIELD SURVEY CHARGES - The required field survey covering Pole Attachment License Application Number _____ is authorized. I am enclosing an advance payment in the amount of \$ _____ AND/OR
- (b) PRECONSTRUCTION RIGHT-OF-WAY FIELD SURVEY CHARGES - Please review the attached location of poles with the pole numbers and send me an estimate for the cost of the survey.

Licensee's Name (Print): _____
Signature: _____
Title: _____
Date: _____

Address: _____
Telephone Number: _____ Ext. _____

APPENDIX IV

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
 d/b/a EVERSOURCE ENERGY
 POLE ATTACHMENT AGREEMENT**

APPLICATION AND POLE ATTACHMENT LICENSE FORM 3

Appendix IV
 Form 3

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
 d/b/a EVERSOURCE ENERGY
 Pole Make- Ready Work Charges**

Date of Survey: _____

PAGE 1 of 0

Total Poles Surveyed: _____ Total poles Requiring Make-Ready Work _____ Telco: _____ Eversource: _____

FIELD SURVEY / MAKE-READY WORK FORM																
LICENSEE INFORMATION					TELEPHONE INFORMATION					EVERSOURCE INFORMATION						
<i>Application #</i>					<i>Work Order #</i>					<i>Work Request #</i>						
<i>Company Name</i>					<i>Application #</i>					<i>ALA #</i>						
<i>Surveyor Name</i>					<i>Exchange Code</i>					<i>AWC</i>						
<i>Surveyor Phone #</i>					<i>State Code</i>					<i>Municipality</i>						
					<i>Surveyor Name</i>					<i>Surveyor Name</i>						
<i>STREET</i>		<i>TELEPHONE</i>		<i>ELECTRIC</i>		Pole		*ATT	Ownership				Make-Ready		REMARKS	
<i>POLE LOCATION</i>	<i>RTE</i>	<i>POLE</i>	<i>RTE</i>	<i>POLE</i>	SIZE	BIRTH MARK	HEIGHT OF ATTCH	F. C. P. S. RISER	FO	JO	TO	JU	Yes	No		
1																
2																
3																
4																
5																

Licensee to complete bold italicized areas only

* ATT: F=Fiber C= Copper or Coaxial PS= Power Supply R= Riser Pole

Revised: 3/16/2015

Revised 04/30/2019

APPENDIX IV

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
d/b/a EVERSOURCE ENERGY
POLE ATTACHMENT AGREEMENT**

NOTIFICATION OF DISCONTINUANCE OF USE OF POLES FORM 6

This form is to be completed and sent to:

**Public Service Company of New Hampshire d/b/a Eversource Energy
Operations Support
PO Box 330
Manchester, NH 03105**

Licensee: _____

Street Address: _____

City, State and Zip: _____ Date: _____

Application and Pole Attachment License number: _____

In accordance with the terms of Pole Attachment Agreement dated _____, this serves as written notification from Licensee that attachment(s) to the following pole(s) in the municipality of _____ in the state of _____, are to be discontinued as of _____.

TEL Pole Number		PSNH Pole Number		Street Name
Route	Pole	Route	Pole	

Said Application and Pole Attachment License is to be discontinued _____ in its entirety or _____ partially as noted above.

Licensee's Name (Print): _____

Signature: _____

Title: _____

Date: _____

Telephone No.: _____

E-Mail: _____

APPENDIX IV

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
d/b/a EVERSOURCE ENERGY
POLE ATTACHMENT AGREEMENT**

NOTICE OF ATTACHMENT FORM 8

LICENSEE: _____

APPLICATION AND POLE ATTACHMENT LICENSE Number: _____

MUNICIPALITY: _____

Licensee shall provide written notice to the Licensor of the actual dates of attachment within thirty (30) days of the date of attachment.

This form is to be completed and sent to:

**Public Service Company of New Hampshire d/b/a Eversource Energy
Operations Support
PO Box 330
Manchester, NH 03105**

This serves as written notification that:

1. The authorized attachment(s) associated with the Application and Pole Attachment License number and municipality referenced have been constructed as of the date indicated below.
2. A Form 6 Notice of Discontinuance of Use of Poles has been submitted for any attachment(s) not constructed.

Licensee: _____

Authorized Name (Print): _____

Authorized Signature: _____

Title: _____

Telephone No: _____

E-mail: _____

Date: _____

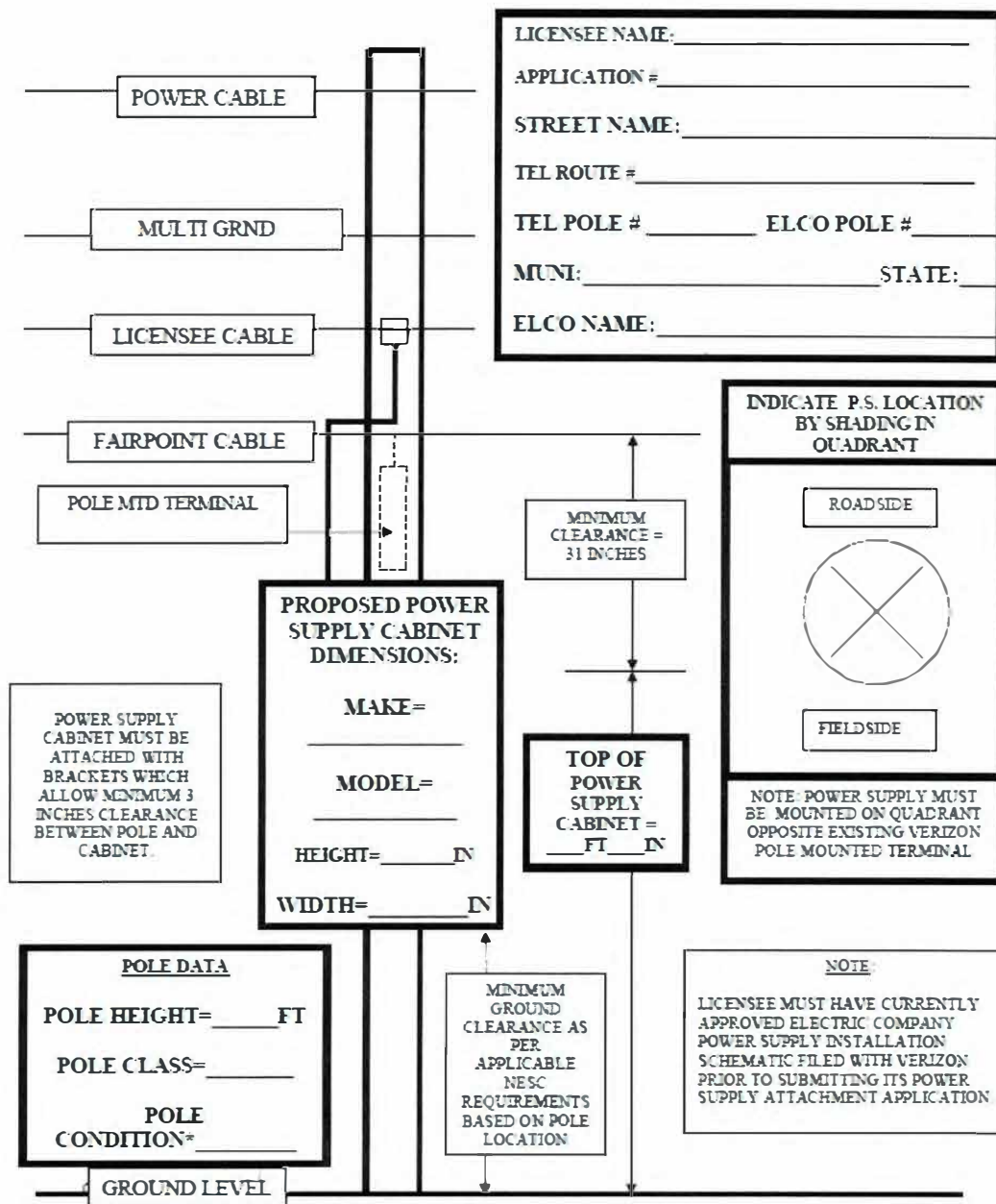
APPENDIX IV

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
d/b/a EVERSOURCE ENERGY
POLE ATTACHMENT AGREEMENT

POWER SUPPLY SCHEMATIC FORM 10

(LICENSEE MUST SUBMIT ONE FORM 10 FOR EACH POWER SUPPLY LOCATION)

12/11/01
REVISED 05/21/02



Revised 04/30/2019

**APENDIX V
 Line and Splice Contractors – ME, NH and VT**

Name	Line/Splice Underground	Address
On Target Construction	Line	Gardiner, ME
Integrity Line Construction	Line	Farmington, ME
Tel-Power Line Construction	Line	Bangor, ME
Northeast Cable Construction	Line/Splice	Bucksport, ME
Crystal Clear Comm	Splice	Bangor, ME
J&L Cable	Line/Splice	Chelmsford, MA
Gridiron Construction	Line	Swanzey, NH
X-tel Construction	Line	Pelham
JCR Construction	Line	Raymond, NH
Charles Curtis	Line	Danville, VT
Vance Line Construction	Line	Danville, VT
FTX Construction	Line/Splice	Gaysville, VT
Lineworks Construction	Line	Rutland, VT
Advantage Utilities		
KAMMS Utility Construction		
*Eustis Construction	Line/Splice	Brookfield, VT
*Waveguide	Line/Splice	Nashua, NH
*White Mountain Cable Construction, LLC		Epsom, NH
JBC Utility LLC	Underground ONLY	Bow, NH

*****Fiber CO Responsibilities**

Engineering Contractors

Precision Valley Communications
 CHR Solutions
 Tilson Tech
 Mountain LTD

The contractors set forth in this Appendix V relate solely to One Touch Make Ready (a/k/a OTMR) work in the communication space on the Licensor’s Utility Poles and no contractor listed herein, as may be updated from time to time, is authorized to undertake any work in the Licensor’s electrical space on the Utility Poles.

ASSIGNMENT OF POLE ATTACHMENT AGREEMENTS, LICENSES AND PROPERTY RIGHTS

This Assignment of Pole Attachment Agreements, Licenses and Property Rights (this “Assignment Agreement”) is entered into effective as of May 1, 2023 (the “Effective Date”), and is by and between Consolidated Communications of Northern New England Company, LLC d/b/a Consolidated Communications (f/k/a Northern New England Telephone Operations LLC, and hereinafter “CCI”) and Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource” and collectively with CCI, the “Parties” and each a “Party”).

RECITALS

A. WHEREAS, Eversource and CCI are parties to that certain Settlement and Pole Assets Purchase Agreement, dated December 30, 2020 (the “Settlement Agreement”) whereunder Eversource shall purchase (i) CCI’s fifty percent (50%) joint ownership interest in and to 343,098 utility poles (more or less) owned jointly with Eversource (the “Consolidated Joint Owned Poles”) and (ii) CCI’s one hundred percent (100%) ownership interest in and to 3,844 (more or less) utility poles located within Eversource’s service territory (the “Consolidated Solely Owned Poles”, and collectively with the Consolidated Joint Owned Poles, the “Transferred Poles”);

B. WHEREAS, for each of the Consolidated Joint Owned Poles, except as noted in Recital C hereinbelow, CCI has rights in common with Eversource and in certain instances with both Eversource and a third party, to license attachments to the Consolidated Joint Owned Poles, including, but not limited to the right to collect attachment fees from licensed attachers thereunder, which rights are documented under pole attachment agreements (the “Consolidated Joint Owned Pole Attachment Agreements”);

C. WHEREAS, CCI is sole licensor under six pole attachment agreements identified on Appendix I hereto, notwithstanding that said agreements pertain to poles jointly owned by Eversource and CCI (the “CCI Two Party Pole Attachment Agreements”);

D. WHEREAS, for each of the Consolidated Solely Owned Poles, CCI has rights to license attachments to the Consolidated Solely Owned Poles, including, but not limited to the right to collect attachment fees from licensed attachers thereunder, which rights are documented under pole attachment agreements (the “Consolidated Solely Owned Pole Attachment Agreements” and collectively with the Consolidated Joint Owned Pole Attachment Agreements and the CCI Two Party Pole Attachment Agreements, the “Transferred Poles Attachment Agreements”);

E. WHEREAS, CCI is holder of certain licenses relating to the Transferred Poles obtained pursuant to RSA 231:170 to erect poles within public highways (the “Transferred Poles Licenses”);

F. WHEREAS, CCI is the owner (or may be the owner) of certain easements (if any) and/or licenses to construct, operate and maintain the Consolidated Solely Owned Poles on private property, excepting property rights pertaining to the Excluded Poles as that term is defined under the Settlement Agreement, and property rights relating to the Consolidated Joint Owned Poles that may have inadvertently omitted Eversource as grantee, if any (collectively, the “Transferred Poles Property Rights”); and

G. WHEREAS, in conjunction with the sale of the Transferred Poles, CCI desires to assign to Eversource and Eversource desires to receive: (i) CCI's rights as a Licensor and Joint Owner (as those terms are defined under the Transferred Poles Attachment Agreements) under the Transferred Pole Attachment Agreements; and (ii) CCI's right, title and interest in and to the Transferred Poles Licenses and Transferred Poles Property Rights.

NOW, THEREFORE, pursuant to, and in accordance with, the Settlement Agreement, and in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained in the Settlement Agreement and contained herein, and for the consideration of the Purchase Price, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:


1. CCI does hereby sell, transfer, convey, assign and deliver unto Eversource and its successors and assigns, forever, CCI's right, title and interest in, to: CCI's rights as a Licensor and Joint Owner (as those terms are defined under the Transferred Poles Attachment Agreements) under the Transferred Pole Attachment Agreements; and (ii) CCI's right, title and interest in and to the Transferred Poles Licenses and Transferred Poles Property Rights.
2. This Assignment Agreement is executed by CCI and Eversource and shall be binding upon their respective successors and assigns, for the uses and purposes set forth and referred to above, effective immediately upon the Effective Date.
3. To the extent that any provision of this Assignment Agreement is construed to conflict with a provision in the Settlement Agreement, the provision in the Settlement Agreement shall control.
4. This Assignment Agreement shall not be changed or modified, in whole or in part, except by supplemental agreement or amendment signed by both CCI and Eversource.
5. If any provision of this Assignment Agreement, as applied to any Party or to any circumstance, is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Assignment Agreement shall continue in full force and effect without said provision. Upon any determination that any provision is illegal, unenforceable or void, CCI and Eversource shall negotiate in good faith to modify this Assignment Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.
6. The rights and obligations of the parties shall be governed by, and this Assignment Agreement shall be interpreted, construed and enforced in accordance with, the laws of the State of New Hampshire, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.
7. This Assignment Agreement may be signed and delivered in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Assignment Of Pole Attachment Agreements, Licenses And Property Rights

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**CONSOLIDATED COMMUNICATIONS OF NORTHERN
NEW ENGLAND COMPANY, LLC**

By:

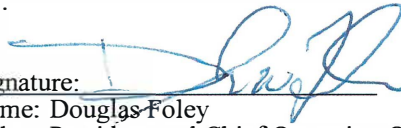
Signature: 

Name: Fred A. Graffam III

Title: Chief Financial Officer and Treasurer

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

By:

Signature: 

Name: Douglas Foley

Title: President and Chief Operating Officer

APPENDIX I

1. Pole Attachment Agreement dated 4/12/19 between Consolidated Communications of Northern New England CO LLC and Extenet Systems, Inc. (#2171)
2. Pole Attachment Agreement dated 4/12/19 between Consolidated Communications of Northern New England CO LLC and Extenet Systems, Inc. (#2172)
3. Pole Attachment Agreement dated 7/29/19 between Consolidated Communications of Northern New England CO LLC and Lymefiber, LLC (#2178)
4. Pole Attachment Agreement dated 10/8/20 between Consolidated Communications of Northern New England CO LLC and SQF, LLC (#2188)
5. Pole Attachment Agreement dated 10/23/20 between Consolidated Communications of Northern New England CO LLC and Town of Bristol (#2182)
6. Pole Attachment Agreement dated 10/28/20 between Consolidated Communications of Northern New England CO LLC and New Cingular Wireless PCS, LLC (#2179)

Public Service Company of New Hampshire d/b/a Eversource Energy
Docket No. DE 24-094

Date Request Received: September 03, 2024
Data Request No. TS-002

Date of Response: September 05, 2024
Page 1 of 1

Request from: Department of Energy

Request:

Please provide documentation showing where the 174,814 number on Bates 20, line 16 comes from.

Response:

Eversource acquired approximately 343,000 jointly-owned poles from CCI, but the CCI data was incomplete. Since 2016, Eversource has been conducting visual inspections of poles in legacy CCI maintenance territory. The current inspections focus on poles that do not have records of having been inspected from 2016 to 2023, totaling 182,190 poles. As the inspections continue, the Eversource team has found right-of-way (ROW) poles where CCI is not attached. Consequently, the current target is to inspect 174,814 poles.

Public Service Company of New Hampshire d/b/a Eversource Energy
Docket No. DE 24-094

Date Request Received: September 03, 2024
Data Request No. TS-003

Date of Response: September 05, 2024
Page 1 of 2

Request from: Department of Energy

Request:

Please refer to Eversource's response to DOE 1-004 parts a – c and Attachment YC/SRA/JDL/IJF-4 of the filing (Bates 32).

- a. The response to DOE 1-004(b) seems to indicate that roughly 2/3 of the amount billed to third-party attachers remains outstanding. Please confirm whether that is accurate. Please provide details on late fees and charges that apply to attachment fee overdue amounts.
- b. Please explain why attachment fee revenues for CCI and other pole attachers appear to begin in June 2023 rather than May 2023, the month in which the transaction closed.
- c. The response to DE 1-004(c) explains that the \$18,000 in closing expenses shown on Bates 32 represents, "incremental O&M expense amounts incurred post-CCI closing to handle and coordinate the transfer of third-party attacher information and records taken over from CCI." Please cite the authority allowing Eversource to collect these specific costs as incremental expenses via the PPAM.
- d. The second footnote on Bates 32 references a new rate to be implemented after "a full pole attachment survey is conducted and, or a single, unified rate is applied to all poles." Page 20 of Order No. 26,729 in DE 21-020 says: "If the proposed transaction is consummated, Eversource shall accurately determine Consolidated's actual number of attachments by performing an attachments survey within two years of closing the transaction, the point at which Eversource would begin charging Consolidated based on updated pole attachment rates." Please provide additional detail on when such new rate would be completed and charged to CCI and/or all other pole attachers if the applicable dates are different.
- e. Provide the exact dates that each of the three (3) pole attachment bills were sent to CCI in 2023 and when payment was received for each. Please provide details on late fees and charges that apply to these bills either per the Asset Transfer Agreement or per the Company's tariff.

Public Service Company of New Hampshire d/b/a Eversource Energy**Docket No. DE 24-094****Date Request Received: September 03, 2024****Date of Response: September 05, 2024****Data Request No. TS-003****Page 2 of 2****Response:**

(a) Third party attachers owe roughly two thirds of the total amount billed: total amount due \$957,651.43 and amount owed equals \$639,808.12. Currently late fees and charges are not being applied to those balances. As noted in the response to DOE 1-004(b), the Company has sought and will continue to seek payment of the unpaid balances from third party attachers through further communications. In addition, should any such third party attacher initiate a new, larger attachment project, then its balance would be reviewed and addressed at that time, and any and all outstanding balances must be paid prior to the acceptance of the proposed project.

(b) The CCI pole acquisition closed effective on May 1, 2023. Working with CCI on processes for billing the negotiated \$5 million per year was completed in June 2023. The third party revenue will be credited to Eversource for any amount received by CCI from May 2023 to May 2025.

(c) The Commission's order approving the PPAM rate mechanism expressly stated that the PPAM cost components would be "netted against any and all *incrementally* higher pole attachment revenues." See Order No. 26,729 (November 18, 2022) issued in Docket No. DE 21-020, at pages 17-18 (emphasis added). The Company interprets the reference to "incrementally higher pole attachment revenues" to permit netting out of any "incremental O&M expense amounts incurred post-CCI closing to handle and coordinate the transfer of third-party attacher information and records taken over from CCI."

(d) The Company recalculates third party pole attachment rates each year, using the most recently available FERC Form 1 information. The 2023 FERC Form 1, which includes the financial impacts of the pole acquisition, will be used to calculate rates in effect from January 1, 2025 to December 31, 2025. Third party attachers will be billed for the first half of 2025 using these new rates on January 1, 2025. CCI will not be billed per attachment until after the survey is completed in May 2025.

(e) In 2023, the three (3) pole attachment fee bills for the negotiated amounts were sent to CCI on the following dates: 06/15/2023, 09/19/2023, and 11/28/2023. Payment was received from CCI on 10/17/2023, 03/07/2024, and 03/28/2024. Under Section 3.4.1 of the Pole Attachment Agreement between Eversource and CCI, "[l]ate 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."