

POLE.ATT:00.00 POLE ATTACHMENTS, GENERAL

01. Subject to the terms and conditions contained in this Tariff, any Attaching Entity holding a Certificate of Public Good (Certificate) issued by the Vermont Public Utility Commission (PUC or Commission) may attach appropriate facilities to poles, anchors and rights-of-way owned wholly or jointly by Licensor.
02. Before making any attachments to such poles, the Attaching Entity must obtain from Licensor written authorization for the proposed attachment (s) subject to the terms of this Tariff and any authorization required by any joint owners.
03. All terms and conditions set forth in this Tariff also apply to any Attaching Entity with existing attachments to Licensor poles, notwithstanding the absence or prior written authorization from Licensor.
04. Pole rental rates as well as terms and conditions of payment are listed on the Tariff sheets included in Appendix A of this Tariff.
05. Except as specifically provided, nothing in this Tariff shall be construed to confer a right upon any Attaching Entity to alter, move, or otherwise perform work upon facilities owned by another Attaching Entity or by Licensor.
06. The rights and obligations of Licensor or Attaching Entity, whether or not specifically addressed in this Tariff, are governed by the provisions of PUC Rule 3.700, as amended from time-to-time and as interpreted and applied by the PUC.

POLE.ATT:01.00 DEFINITIONS

01. Anchor Rod: a metal rod connected to an anchor and to which a guy strand is attached (also known as "guy rod").
02. Attachments - Any of Attaching Entity's facilities in direct contact with or supported by a utility pole, and/or any article of equipment attached to a point on a pole not normally occupied by a strand attachment (e.g., power supplies, equipment, cabinets, terminals, etc.). For billing purposes an attachment is a strand, regardless of the number of conductors lashed to it, and pole mounted power supplies. If new or existing over-lashed facilities are owned by more than one Attaching Entity, then each Attaching Entity shall pay Licensor the applicable attachment rate designated by this Tariff in Attachment A.
03. Attaching Entity means any entity defined in PUC Rule 3.702(8) and authorized to provide service within the service territory of Licensor and which has, or desires to make, attachments to poles owned in whole or in part by Licensor.
04. **Broadband Service Provider means an entity authorized to do business in the state of Vermont that seeks to attach facilities that ultimately will be used to offer Internet access to the public. Wireless Broadband Service Providers must hold an FCC license or use equipment that complies with applicable FCC requirements. A Broadband Service Provider who does not hold a certificate of public good must, before availing itself of the provisions of this Rule, file with the Commission and with any affected Pole-Owning Utility an affidavit that sets forth the Provider's name, form of legal entity, contact information, agent for service of process, proposed general area of service, proof of insurance, and a representation that the Provider will abide by the terms and conditions of Rule 3.700 and any applicable pole attachment tariffs, including but not limited to any protocols filed pursuant to Rule 3.708(K), and any Rules and Orders issued by the Commission.**
05. Field Service Work or Survey Work: a survey of the poles on which Attaching Entity wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work.

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06. Guy Strand: a metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.
07. Joint Owner: a person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.
08. Make-Ready Work: All work, including, but not limited to, rearrangement and/or transfer or existing facilities and attachments, replacement of a pole or any other changes required to accommodate the attachment of Attaching Entity's facilities to a pole or anchor.
09. Pre-Construction Survey: Comprised of field inspection of the existing pole and anchor attachments to determine any necessary Make-Ready Work, and the administrative effort required to process the application and prepare the charges for Make-Ready Work, if applicable.
010. Material Alteration: after initial attachment, actions by the Attaching Entity, such as addition of equipment, changes in the configuration of existing equipment, or replacement of equipment, which either require additional clearance or add sufficient stress to the pole to require Make-Ready Work. A system rebuild does not constitute a material alteration except where accommodation of any temporary simultaneous attachment associated with such rebuilding necessitates make-ready work. The use of a "J" hook during a system rebuild does not require make-ready work and therefore a rebuild in-place does not require the full application process.
011. Other Entity: any entity, including an Attaching Entity.
012. Tariff: These terms & conditions, the rates as set forth in Appendix A, the forms found in Appendix B and the *Guidelines for Broadband Service Provider Antenna Systems Mounted on Distribution Poles* attached as Exhibit C.

POLE.ATT:02.00 RESERVED FOR FUTURE USE

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POLE.ATT:03.00 ATTACHMENT LICENSE

01. Subject to the provisions of this Tariff, including payment of the fees and charges, Licensor will issue to Attaching Entity revocable, nonexclusive written license to attach facilities to the space available on Licensor's poles, anchors and rights-of-way. License is required prior to attachment to any pole, anchors and rights-of-way owned in whole or in part by Licensor.
02. No use, however, extended, of Licensor's poles, anchors and rights-of-way or payment of any fees or charges required under this Tariff shall create or vest in Attaching Entity any ownership or property rights in such poles, anchors and rights-of-way. Attaching Entity's rights to use of Licensor's poles, anchors and rights-of-way shall be and remain strictly a license. No license granted under the terms of this Tariff shall constitute an assignment of any of Licensor's rights to use the public or private property at the location of Licensor's poles, anchors and rights-of-way.
03. Nothing contained in this Tariff shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole or other facilities not needed for Licensor's own service requirements. Licensor may relocate, remove, operate, modify or reconfigure its poles or other facilities as it deems prudent for its own needs.
04. Nothing contained in this Tariff shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has previously made, or may in the future make, with other entities. Nothing in the foregoing provisions of this subsection shall take away rights or impose additional or conflicting obligations upon Attaching Entities under this Tariff or the Commission's Rules governing pole attachments.
05. Failure of Licensor to enforce any of the terms or conditions of this Tariff, or to give notice of termination of license, shall not constitute a waiver or relinquishment of any term or condition of the Tariff, but the same shall be and remain at all times in full force and effect.
06. By attaching to any of Licensor's poles, anchors and rights-of-way pursuant to this Tariff, Attaching Entity agrees that any and all obligations imposed on Attaching Entity by this Tariff shall extend to each and every sub-contractor hired by Attaching Entity to perform work on Licensor's poles, anchors and rights-of-way, along with any subcontractors hired by subcontractors, no matter how many levels of sub-contracting are involved. Attaching Entity shall be and remain

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responsible to assure that any such subcontractors and sub-subcontractors shall comply with all terms of this Tariff. Should any subcontractor, or sub-subcontractor of Attaching Entity, violate any term of this Tariff, then Attaching Entity itself shall be jointly and severally responsible for and liable to Licensor for such violations by the subcontractor or sub-subcontractor.

07. Licensor will provide non-discriminatory access to any pole, anchor, or right-of-way in which it has an ownership interest. Licensor may deny access for reasons of safety, reliability, or applicable and accepted engineering standards. Licensor may deny access on a non-discriminatory basis where there is insufficient capacity. Insufficient capacity shall not be grounds for denial of access where make-ready work can be used to increase or create capacity.

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POLE.ATT:04.00 PAYMENT OF FEES AND CHARGES

01. Attaching Entity shall pay to Licensor the fees and charges specified in Appendix A of this Tariff, in accordance with the terms and conditions set forth herein. Nonpayment of any amount due under this Tariff shall constitute a default.
02. Attaching Entity shall make an advance payment to Licensor prior to each of (a) the required field survey in an amount specified by Licensor as sufficient to cover the estimated cost of the survey; and (b) any make-ready work required in an amount specified by Licensor as sufficient to cover the estimated cost of the make-ready work. The amount of any advance payment required will be credited against the charges for services as specified by the Tariff.
03. When an advance payment made by Attaching Entity to Licensor for field survey or Make-Ready Work is less than the actual cost to Licensor for such work, Attaching Entity shall pay Licensor all sums due in excess of the amount of the advance payment.
04. When an advance payment made by Attaching Entity to Licensor for field survey or make-ready work exceeds the actual cost to Licensor for such work, Licensor shall refund the difference to Attaching Entity.

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POLE.ATT:05.00 LEGAL REQUIREMENTS

01. Attaching Entity shall be responsible for obtaining from the appropriate public and/or private authority any required authorization, including rights-of-way, to construct, operate and maintain its attachments on public and private property at the location of Licensor's poles which Attaching Entity uses. Attaching Entity must submit to Licensor evidence of such authority before making attachments. Licensor shall make available whatever property interests it has obtained with respect to the placement of facilities on its poles and anchors but shall not be required to request additional property interests solely for the benefit of the Attaching Entity. Licensor will not deny access to its poles based on a questionable use of a right-of-way; however, Attaching Entity will indemnify Licensor against all costs and claims resulting from a legal challenge to Attaching Entity's use of that right-of-way. Licensor shall not seek easements exclusively for the benefit of Licensor.
02. Attaching Entity and Licensor shall at all times observe and comply with all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.
03. No license granted under terms of this Tariff shall extend to any pole where it has been determined by a court of law or the PUC that the placement of Attaching Entity's attachments would result in forfeiture of the rights of Licensor or any joint owners to occupy the property on which the poles are located. If placement of Attaching Entity's attachments would result in forfeiture of the right to occupy such property, Attaching Entity shall remove its attachments immediately and pay Licensor and any joint owners all losses, damages, and costs incurred as a result.

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POLE.ATT:06.00 TECHNICAL SPECIFICATIONS

01. Attaching Entity's attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Occupational Safety and Health Administration and the specifications of any joint owners(s)(if any) and any other governing authority having jurisdiction over the subject matter. Where specifications differ, the more stringent shall apply.
02. Before Attaching Entity or any subcontractor of Attaching Entity, or any subcontractor of a subcontractor commences work for the first time on any portion of Licensor's utility plant, Attaching Entity and/ or such subcontractor or subcontractor(s) shall meet with Licensor for Licensor to review Licensor's construction standards and practices with Attaching Entity and/ or such subcontractor.
03. If any part of Attaching Entity's attachments is improperly placed and maintained, Licensor may, upon sixty days written notice to Attaching Entity and in addition to any other remedies Licensor may have under this Tariff, remove such attachments from any or all of its poles or take such other action in connection with said attachment necessary to provide for the safety of its employees or performance of its service obligations. Removal of attachments shall be at the Attaching Entity's expense and without liability to Licensor except in the case of any negligence or willful misconduct of Licensor.
04. During any period of time when Attaching Entity or any subcontractor of Attaching Entity is conducting any form of work on or around Licensor's poles, Licensor shall have the right to conduct inspections at any time of the work being performed by Attaching Entity or Attaching Entity's subcontractors on Licensor's utility plant.
05. Should Licensor find any deviation by Attaching Entity or a subcontractor of Attaching Entity, or a subcontractor of a subcontractor, from Licensor's standards referenced in 06.01 and practices for work on Licensor's utility plant in place at the time license for the attachments is granted, then Licensor shall be entitled to order Attaching Entity and/ or any subcontractors to immediately cease using the unapproved deviations when working on Licensor's utility plant.
06. Licensor adopts the guidelines set forth in Exhibit C as its attachment protocol pursuant to Commission Rule 3.708(K).

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POLE.ATT:07.00 PUBLIC LIABILITY INSURANCE

01. Attaching Entity shall carry public liability insurance issued by a carrier authorized to do business in Vermont to protect both Attaching Entity and Licensor from and against any and all claims, demands, judgments or liabilities of any and every kind or nature which may result, directly or indirectly, from or by reason of any loss, injury or damage caused by Attaching Entity.
02. Attaching Entity shall submit to Licensor certificates of public liability insurance from each company insuring Attaching Entity, demonstrating that such insurer or insurers have insured Attaching Entity for all liabilities of Attaching Entity covered by this Tariff and in the amounts required by this Tariff; and such certificates shall name Licensor as an additional insured under the public liability policy and specify that such insurer shall not cancel or change any such policy of public liability insurance issued to Attaching Entity except after the giving of not less than thirty (30) days' written notice to Licensor. Attaching Entity shall also document to Licensor's satisfaction that either: (A) any subcontractors employed by Attaching Entity (and any subcontractors of subcontractors of Attaching Entity) are covered by Attaching Entity's public liability insurance to the same extent required of Attaching Entity under this Tariff; or (B) that any such subcontractors (and subcontractors of subcontractors) have public liability insurance coverage in the same amounts as required of Attaching Entity under this Tariff, and shall also name Licensor as an additional insured under the public liability policy, and that such public liability insurance of such subcontractors also contains provisions requiring no less than 30 days' written notice to Licensor prior to cancellation.
03. The amounts of public liability insurance, without deductible, shall be not less than \$2,000,000 as to any one occurrence and \$2,000,000 in the aggregate against liability due to property damage; and not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate against liability due to injury to or death of persons.
04. Attaching Entity shall also carry appropriate Workers' Compensation insurance as required by law.
05. All public liability insurance must be effective before Attaching Entity attaches to any pole and shall remain in force until such attachments have been removed from all such poles.
06. Attaching Entity's property insurance policy shall contain a waiver-of-

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subrogation clause running to Licensor. This must be reflected in the certificate of insurance provided by Attaching Entity. Such policy shall be the primary remedy for all losses covered by the policy.

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**POLE.ATT:08.00 PRE-CONSTRUCTIONSURVEY ANDPOLEMAKE-READY
WORK**

Johnson Water & Light's pre-construction survey and pole make-ready process follows revised Rule 3.708, as made effective by the PUC's order of July 20, 2020 in Case No. 19-3603-RULE.

- (A) Application. Applications for attachment by an Attaching Entity to a Pole-Owning Utility shall be submitted in writing and must provide the Pole-Owning Utility with the information necessary under the Pole-Owning Utility's procedures, as specified in requirements that are made available in writing by the Pole-Owning Utility, to begin to survey the facility to which attachment is sought.
- (1) A Pole-Owning Utility shall determine within 10 business days after receipt of an application whether the application is complete and notify the new Attaching Entity of that decision. If the Pole-Owning Utility does not respond within 10 business days after receipt of the application, or if the Pole-Owning Utility rejects the application as incomplete but fails to specify any reasons in its response, then the application is deemed complete. If the Pole-Owning Utility timely notifies the new Attaching Entity that its attachment application is not complete, then it must specify all reasons for finding it incomplete.
 - (2) Any resubmitted application need only address the Pole-Owning Utility's reasons for finding the application incomplete and shall be deemed complete within five business days after its resubmission, unless the Pole-Owning Utility specifies to the new Attaching Entity which reasons were not addressed and how the resubmitted application did not sufficiently address the reasons.
- (B) Initial Action and Survey.
- (1) A Pole-Owning Utility shall complete a Make-Ready survey within 45 days (or within 60 days in the case of larger orders as described in paragraph (E) of this section) from the date the completed application is received, unless otherwise agreed to by the parties. If a Pole-Owning Utility intends to deny access to poles under 3.707(A)(1), (2), or (3), it shall state with specificity the grounds for the denial.
 - (2) Where the new Attaching Entity has conducted a survey subject to paragraph (M)(2) of this section, a Pole-Owning Utility can elect to satisfy its survey obligations in this paragraph (B) and retain control over the Make-Ready process by notifying existing Attaching Entities of its intent to use the survey conducted by the new Attaching Entity and by providing a copy of the survey to the existing Attaching Entities within the time period set in paragraph (B)(1) of this section. A Pole-Owning Utility relying only on a survey conducted by the new Attaching Entity to satisfy all its obligations under this paragraph (B), and is not performing any

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additional survey work of its own, shall have 15 days to make such a notification to existing Attaching Entities rather than a 45-day survey period.

- (3) The Pole-Owning Utility's tariff may require prepayment, or other reasonable assurance of credit worthiness, before performing a Make-Ready survey.
- (C) Estimate, New Attaching Entity's Authorization and Payment.
- (1) A Pole-Owning Utility shall present to a new Attaching Entity a detailed estimate of charges to perform all necessary Make-Ready work within 60 days (or within 75 days in the case of larger orders as described in paragraph (E) of this section) of the date the completed application is received, unless otherwise agreed to by the parties. In the case where a new Attaching Entity has performed a survey, the Pole-Owning Entity shall present the estimate within 21 days of receipt unless otherwise agreed to by the parties. Upon request from the new Attaching Entity, the estimate shall itemize the work on a pole-by-pole basis and identify the necessary Make-Ready work as Simple or Complex. The estimate should also identify any permits that are required in connection with the Make- Ready work.
 - (a) A Pole-Owning Utility may withdraw an outstanding estimate of charges to perform Make-Ready work beginning 14 days after the estimate is presented unless otherwise agreed by the parties.
 - (b) A new Attaching Entity shall accept a valid estimate and make payment any time after receipt of an estimate but before the estimate is withdrawn.
 - (2) The costs of a Make-Ready survey shall be payable even if the entity decides not to go forward with construction of its attachments.
- (D) Make-Ready. Upon receipt of payment specified in paragraph (C)(1)(b) of this section, a Pole-Owning Utility shall notify within 5 business days and in writing all known Attaching Entities that may be affected by the Make-Ready.
- (1) The notice shall:
 - (a) Specify where and what Make-Ready work will be performed.
 - (b) Set a date for completion of Make-Ready work that is no later than 60 days after notification is sent (or up to 105 days in the case of larger orders as described in paragraph (E) of this section).
 - (c) State that any Attaching Entity with an existing attachment may modify the attachment consistent with the specified Make-Ready work before the date set for completion.
 - (d) State that if Make-Ready work is not completed by the completion date set by the Pole-Owning Utility in paragraph (D)(1)(b) in this section, the new Attaching Entity may complete the Make-Ready work specified pursuant to paragraph (L)(2)(b) of this section.
 - (e) State the name, telephone number, and email address of a person to contact for

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more information about the Make-Ready procedure.

- (2) Once a Pole-Owning Utility provides the notices described in this section, it then must provide the new Attaching Entity with a copy of the notices and the existing Attaching Entities' contact information and address(es) where the Pole- Owning Utility sent the notices. The Pole-Owning Utility shall also notify the new Attaching Entity when applications for any required permits have been submitted and when those permits are received. The new Attaching Entity shall be responsible for coordinating with existing Attaching Entities to encourage their completion of Make-Ready work by the dates set forth by the Pole-Owning Utility in paragraph (D)(1)(b) of this section.
 - (3) A Pole-Owning Utility shall complete its Make-Ready work by the same dates set for existing Attaching Entities in paragraph (D)(1)(b) of this section.
- (E) Time to Complete Make-Ready. For purposes of compliance with the time periods in this section:
- (1) A Pole-Owning Utility shall apply the time periods described in paragraphs (B) through (D) of this section to surveys and Make-Ready work on the lesser of 300 poles or 0.5 percent of the Pole-Owning Utility's poles in Vermont.
 - (2) A Pole-Owning Utility may add 15 days to the survey period described in paragraph (B) of this section to larger orders up to the lesser of 3,000 poles or 5 percent of the Pole-Owning Utility's poles in Vermont.
 - (3) A Pole-Owning Utility may add 45 days to the Make-Ready periods described in paragraph (D) of this section if Make-Ready work is needed on the lesser of 3,000 poles or 5 percent of the Pole-Owning Utility's poles in Vermont.
 - (4) A Pole-Owning Utility shall in good faith negotiate the Make-Ready period if the number of poles requiring Make-Ready work exceeds the lesser of 3,000 poles or 5 percent of the Pole-Owning Utility's poles in Vermont.
 - (5) A Pole-Owning Utility may treat multiple requests from a single new Attaching Entity as one request when the requests are filed within 30 days of one another.
 - (6) All time periods stated above may be modified by agreement between the Pole-Owning Utility and the new Attaching Entity.
 - (7) The applicable time periods shall not be extended solely because a pole is jointly owned.
- (F) Dual Utility Poles.
- (1) In the event Make-Ready work requires a replacement utility pole to be installed, the Pole-Owning Utility shall have 90 days from the date of installation of the new utility pole to remove the obsolete pole.
 - (2) If an existing Attaching Entity does not complete Make-Ready work in the time specified in paragraphs (D) or (E) of this section, the Pole-Owning Utility or the new

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Attaching Entity may utilize the Self-Help Remedy specified in paragraph (L) of this section to move the existing attachment from the existing pole to the new pole. Costs associated with moving the existing attachment under these circumstances shall be paid by the existing Attaching Entity.

- (3) Except as provided in paragraph (I)(1), if the Make-Ready work for a new Attaching Entity requires replacing poles, all costs associated with the removal of the existing utility pole shall be paid by the new Attaching Entity.
 - (4) If removal of the existing utility pole is shown to be infeasible for good and sufficient cause, a Pole-Ownning Utility shall have six months from the date of installation of the new utility pole and the transfer of all cables and equipment to the new utility pole to remove the existing utility pole.
- (G) Deviation from Time to Complete Make-Ready.
- (1) A Pole-Ownning Utility may deviate from the time limits specified in this section during performance of Make-Ready for good and sufficient cause that renders it infeasible for the utility to complete Make-Ready within the time limits specified in this section. A Pole-Ownning Utility that so deviates shall immediately notify, in writing, the new Attaching Entity and affected existing Attaching Entities and shall identify the affected poles and include a detailed explanation of the reason for the deviation and a new completion date. The Pole-Ownning Utility shall deviate from the time limits specified in this section for a period no longer than necessary to complete Make-Ready on the affected poles and shall resume Make-Ready without discrimination when it returns to routine operations. A Pole-Ownning Utility cannot delay completion of Make-Ready because of a preexisting violation on an affected pole not caused by the new Attaching Entity.
 - (2) An existing Attaching Entity may deviate from the time limits specified in this section during performance of complex Make-Ready for reasons of safety or service interruption that renders it infeasible for the existing Attaching Entity to complete Complex Make-Ready within the time limits specified in this section. An existing Attaching Entity that so deviates shall immediately notify, in writing, the new Attaching Entity and other affected existing Attaching Entities and shall identify the affected poles and include a detailed explanation of the basis for the deviation and a new completion date, which in no event shall extend beyond 90 days from the date the notices described in paragraph (D) of this section are sent by the utility (or up to 120 days in the case of larger orders described in paragraph (E) of this section). The existing Attaching Entity shall not deviate from the time limits specified in this section for a period longer than necessary to complete Make-Ready work on the affected poles.
- (H) Least Cost Methods. In completing Make-Ready work, a Pole-Ownning Utility shall pursue reasonable least-cost alternatives, including space-saving techniques currently relied upon by that utility; however, it shall at all times maintain compliance with the National Electrical Safety Code, state and local laws and regulations, and Pole-Ownning Utility construction standards.
- (I) Payments. After completion of Make-Ready work, the new Attaching Entity shall pay the

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- cost of all Make-Ready work actually required for the attachment that has not been pre-paid, or shall be refunded any excess of the pre-payment not actually required.
- (1) The new Attaching Entity shall not be responsible for any portion of the Make- Ready expense that is attributable to the correction of pre-existing violations, unless the new Attaching Entity has caused a portion of the violation.
 - (2) The costs of any modification that is also specifically used by other existing Attaching Entities shall be apportioned accordingly.
 - (3) Where a Pole-Owning Utility currently relies upon one or more techniques referenced in this paragraph (I) as part of its normal operating procedures but refuses to utilize such techniques for the benefit of the new Attaching Entity, that entity shall only be responsible for the cost that would have been incurred had such techniques been utilized (provided such use would have been in accordance with generally accepted engineering practices).
 - (4) Where Make-Ready work has not been completed consistent with paragraphs (B) through (E) of this section, within 30 days of the expiration of the applicable timeline, the Pole-Owning Utility and any existing Attaching Entities shall refund to the new Attaching Entity any portion of payment received for the applicable Make-Ready work to the new Attaching Entity for any work not yet completed.
- (J) Lowest Attachment Point. No Attaching Entity shall be denied attachment solely because the only space available for attachment on a pole is below the lowest attached facility. If the owner of the lowest facility wishes to relocate its existing facilities to a lower allowable point of attachment so that the new Attaching Entity will be above all existing facilities, the owner of such existing facilities shall pay one-half of the cost of moving its facilities.
- (K) Outside Contractors.
- (1) All Pole-Owning Utilities and Attaching Entities shall maintain and keep up-to- date a reasonably sufficient list of contractors they authorize to perform Make- Ready surveys and work, or other specified tasks upon their equipment (“Outside Contractor List”). The list shall identify the contractors that are authorized to perform complex Make-Ready work.
 - (2) Within one month of adoption of this Rule for entities already holding a Certificate of Public Good or within one month of receiving a Certificate of Public Good to operate in the state, a Pole-Owning Utility or Attaching Entity shall submit its Outside Contractor List to the Commission and the Department, preferably in ePUC, as directed by the Commission. This list shall be updated as needed to maintain current contractor information. Upon request, the Commission or Department will provide the applicable Outside Contractor List to an Attaching Entity.
 - (3) If an entity requesting attachment hires a contractor for purposes specified in this paragraph (K), the requesting entity shall choose from the authorized contractors on the Outside Contractor List.
 - (a) If a Pole-Owning Utility does not provide a list of authorized contractors or no contractor on the Outside Contractor List is available within a reasonable time period, the new Attaching Entity may choose its own qualified contractor that meets the requirements in paragraph (K)(5) of this section. When choosing a contractor that is not on the Outside Contractor List, the new Attaching Entity

must certify to the Pole-Owning Utility that its contractor meets the minimum qualifications described in paragraph (K)(5) of this section when providing notices required by paragraph (L) and (M) of this section.

- (b) The Pole-Owning Utility may disqualify any contractor chosen by the new Attaching Entity that is not on the applicable Outside Contractor List, but such disqualification must be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications described in paragraph (K)(5) of this section or to meet the Pole-Owning Utility's publicly available and commercially reasonable safety or reliability standards. The Pole-Owning Utility must provide notice of its objection in compliance with the notice requirements of paragraph (L) and (M) of this section.
- (4) If the Pole-Owning Utility is not an electric utility and there are electric lines on the pole, the Pole-Owning Utility shall provide the operator of the electric lines with advance notice of the work to be done and shall allow the electric utility to join or take over the supervision and control of the work of the outside contractor in the electrical space. Pole-Owning Utilities and existing Attaching Entities shall refund amounts collected from Attaching Entities for work subsequently completed by outside contractors.
- (5) Pole-Owning Utilities and Attaching Entities must ensure that the Outside Contractor List meets the following minimum requirements:
 - (a) The contractor must follow National Electrical Safety Code (NESC) guidelines;
 - (b) The contractor acknowledges that it knows how to read and follow licensed-engineered pole designs for Make-Ready, as required;
 - (c) The contractor must follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the Requirements of the Occupational and Safety Health Administration (OSHA) rules;
 - (d) The contractor must follow any procedures, standards, codes, and regulations that the Pole-Owning Utility requires of its own contractors;
 - (e) The contractor must meet or exceed any uniformly applied and reasonable safety and reliability thresholds set by the Pole-Owning Utility; and
 - (f) The contractor is adequately insured or will establish an adequate performance bond for the Make-Ready it will perform, including work it will perform on facilities owned by existing Attaching Entities.

(L) Self-Help Remedy.

- (1) If a Pole-Owning Utility does not complete survey work in the time specified in paragraph (B) of this section, the new Attaching Entity may hire a contractor from

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the Outside Contractor List.

- (a) A new Attaching Entity shall permit the affected Pole-Owning Utility and existing Attaching Entities to be present for any field inspection conducted as part of the new Attaching Entity's survey.
 - (b) A new Attaching Entity shall use commercially reasonable efforts to provide the affected Pole-Owning Utility and existing Attaching Entities with advance notice of not less than 3 business days of a field inspection as part of any survey it conducts. The notice shall include the date and time of the survey, a description of the work involved, and the name of the contractor being used by the new Attaching Entity.
- (2) If a Pole-Owning Utility does not complete Make-Ready work in the time specified in paragraph (D) of this section, the new Attaching Entity may hire a contractor from the Outside Contractor List to complete the Make-Ready.
- (a) A new Attaching Entity shall permit the Pole-Owning Utility and existing Attaching Entities to be present for any Make-Ready work. A new Attaching Entity shall use commercially reasonable efforts to provide the affected utility and existing Attaching Entities with advance notice of not less than 5 days of the impending Make-Ready. The notice shall include the date and time of the Make-Ready, a description of the work involved, and the name of the contractor being used by the new Attaching Entity.

Self-Help Post Make-Ready Timeline. A new Attaching Entity shall notify the affected Pole-Owning Utility and existing Attaching Entities within 15 days after completion of self-help Make-Ready work for a particular application. The notice shall provide the affected Pole-Owning Utility and existing Attaching Entities at least 90 days from receipt in which to inspect the Make-Ready. The affected Pole-Owning Utility and existing Attaching Entities have 14 days after completion of their inspection to notify the Attaching Entity of any damage or code violation caused by Make-Ready conducted by the Attaching Entity on their equipment. If the Pole-Owning Utility or existing Attaching Entity notifies the Attaching Entity of such damage or code violations, then the Pole-Owning Utility or existing Attaching Entity shall provide adequate documentation of the damage or the code violations. The Pole-Owning Utility or existing Attaching Entity may either complete any necessary remedial work and bill the new Attaching Entity for the reasonable costs related to fixing the damage or code violations or require the new Attaching Entity to fix the damage or code violations at its expense within 14 days following notice from the Pole- Owning Utility or existing Attaching Entity.

- (M) One-Touch Make-Ready Option. For attachments involving Simple Make-Ready, new Attaching Entities may elect to proceed with the process described in this paragraph instead of the attachment process described in paragraphs (B) through (E) of this

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section. It is the responsibility of the new Attaching Entity to ensure that its contractor determines whether the Make-Ready requested in an attachment application is Simple Make-Ready.

(1) Attachment Application.

- (a) An application for attachment shall be submitted in writing and must provide the Pole-Owning Utility with the information necessary under its procedures to grant or deny the application.
- (b) A new Attaching Entity electing the one-touch Make-Ready process must indicate that it intends to perform one-touch Make-Ready in its attachment application and must identify the Simple Make-Ready it will perform.
- (c) A Pole-Owning Utility shall complete review of an attachment application and grant or deny a new Attaching Entity's application within 15 days of receipt of the application (or within 30 days, in the case of larger orders as described in paragraph (E) of this section). Within its review and response period, the Pole-Owning Utility may object to the designation by the new Attaching Entity that the attachment only requires Simple Make-Ready work. The Pole-Owning Utility's objection must be specific, in writing, and include all relevant information and evidence supporting its good-faith conclusion.

(2) Surveys. The new Attaching Entity is responsible for all surveys required as part of the one-touch Make-Ready process and shall use a contractor as specified in paragraph (K) of this section.

- (a) A new Attaching Entity may need to perform a survey to determine whether Make-Ready work is simple or complex before filing an application for one-touch Make-Ready.
- (b) The new Attaching Entity shall permit the Pole-Owning Utility and any existing Attaching Entities on the affected poles to be present for any field inspection conducted as part of the new Attaching Entity's surveys. The new Attaching Entity shall use commercially reasonable efforts to provide the Pole-Owning Utility and affected existing Attaching Entities with advance notice of not less than 3 business days of a field inspection as part of any survey and shall provide the date, time, and location of the surveys, and the name of the contractor performing the surveys.

(3) Make-Ready. If the new Attaching Entity's attachment application is approved and if it has provided 15 days' prior written notice of the Make-Ready to the affected Pole-Owning Utility and existing Attaching Entities, the new Attaching Entity may proceed with Make-Ready using a contractor in the manner specified in paragraph (K) of this section.

- (a) Prior written notice shall include the date and time of the Make-Ready, a description of the work involved, and the name of the contractor being used by the new Attaching Entity, and shall provide the affected Pole-Owning Utility

and existing Attaching Entities a reasonable opportunity to be present for any Make-Ready.

- (b) The new Attaching Entity shall immediately notify an affected Pole- Owing Utility or existing Attaching Entity if Make-Ready damages the equipment of a Pole-Owning Utility or an existing Attaching Entity or causes an outage that is reasonably likely to interrupt the service of a Pole- Owing Utility or existing Attaching Entity. Upon receiving notice from the new Attaching Entity, the Pole-Owning Utility or existing Attaching Entity may either:
 - (i) Complete any necessary remedial work and bill the new Attaching Entity for the reasonable costs related to fixing the damage; or
 - (ii) Require the new Attaching Entity to fix the damage at its expense immediately following notice from the Pole-Owning Utility or existing Attaching Entity.
 - (c) In performing Make-Ready, if the Attaching Entity or Pole-Owning Utility determines that Make-Ready classified as Simple Make-Ready is actually Complex Make-Ready, then that specific Make-Ready must be halted and the determining party must provide immediate notice to the other parties of its determination and the affected poles. The affected Make-Ready shall then be governed by paragraphs (B) through (E) of this section, and the Pole-Owning Utility shall provide notice required by paragraph (D) of this section as soon as reasonably practicable.
- (4) Post-Make-Ready Timeline. A new Attaching Entity shall notify the affected Pole-Owning Utility and existing Attaching Entities within 15 days after completion of Make-Ready work for a particular application. The notice shall provide the affected Pole-Owning Utility and existing Attaching Entities at least 90 days from receipt in which to inspect the Make-Ready. The affected Pole- Owing Utility and existing Attaching Entities have 14 days after completion of their inspection to notify the new Attaching Entity of any damage or code violation caused by Make-Ready conducted by the new Attaching Entity on their equipment. If the Pole-Owning Utility or existing Attaching Entity notifies the new Attaching Entity of such damage or code violations, then the Pole-Owning Utility or existing Attaching Entity shall provide adequate documentation of the damage or the code violations. The Pole-Owning Utility or existing Attaching Entity may either complete any necessary remedial work and bill the new Attaching Entity for the reasonable costs related to fixing the damage or code violations or require the new Attaching Entity to fix the damage or code violations at its expense within 14 days following notice from the Pole-Owning Utility or existing Attaching Entity.
- (N) Jointly Owned Utility Poles. Pole-Owning Utilities that jointly own utility poles shall coordinate and cooperate with each other. When a complete application is received, the joint Pole-Owning Utilities shall inform new Attaching Entities which joint owner is responsible for completing Make-Ready work consistent with paragraphs (B) through (E) and (K) of this section. Joint Pole-Owning Utilities shall provide any received applications to the responsible pole owner.

*Effective October 1, 2020.

- (O) Overlapping. Any overlapping must be done in accordance with generally accepted engineering standards. The Attaching Entity shall give ten days' notice to the Pole-Owning Utility before beginning such overlapping.
- (1) No additional application or payment is required for an Attaching Entity to overlap more of its facilities to its existing attached facilities, unless it necessitates additional costs such as guying or additional pole strength, occupies additional attachment space on the pole, or provides a different utility service than the existing facilities.
 - (2) If the new facilities deliver a utility service that ought to pay a higher rental under this Rule, the Attaching Entity shall begin paying the higher rate.
 - (3) If the new facilities are owned by someone other than the existing Attaching Entity, then both shall pay rental, each at the rate designated by this Rule.
- (P) Attachment Protocol. Each Pole-Owning Utility shall include in its pole-attachment tariff required by Section 3.703 a reasonable protocol under which it will allow attachments by Broadband Service Providers or wireless telephone providers in areas of its poles that are not ordinarily used for attachments or for equipment that is unusually large. Such protocol may include the provision of a separate pole for the attachment of this equipment if:
- (1) the proposed attachment cannot be made to the existing pole consistent with 3.701(C);
 - (2) the separate pole is requested by the Attaching Entity; or
 - (3) the provision of the separate pole is less expensive than the proposed attachment to the existing pole.

POLE.ATT:09.00 CONSTRUCTION AND MAINTENANCE OF ATTACHMENTS

01. Attaching Entity shall, at its own expense, construct and maintain its attachments on Licensor's poles in accordance with Article 06.01.
02. Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Attaching Entity's attachments. Where there are several Attaching Entities, Licensor will attempt, when practical, to designate the same relative position on each pole for each Attaching Entity's attachments.
03. Attaching Entity shall obtain specific written permission from Licensor before relocating its attachments on Licensor's poles or before replacing its attachments with attachments which require Make-Ready Work.
04. Right of Way Clearing and Maintenance: Unless otherwise governed by law, all tree trimming made necessary solely as a result of Make-Ready Work required to provide for a Attaching Entity's proposed attachments at the time of attachment, provided the owner(s) of such trees grant permission to the Licensor, shall be performed by Licensor or by contractors approved by and under the direction of the Licensor, at the sole expense of the Licensee. Licensor shall inform Attaching Entity of the required tree trimming in writing as part of Make-Ready Work documentation. All other tree-trimming will be accomplished by Licensor as part of its regular maintenance program.
05. Any tree-trimming that may be required on Attaching Entity's customer's premises, to clear the Attaching Entity's cable drop, shall be performed by the Attaching Entity at its expense. Attaching Entity shall be solely responsible for securing permission from private property owners to perform such tree trimming and shall be fully responsible for any damages or claims arising from such tree trimming, except in the case of negligence or willful misconduct by Licensor.
06. Neither Licensor not Attaching Entity will be responsible to the other for any indirect or consequential damages arising from such tree-trimming performed pursuant to Articles 9.04 and 9.05 above.

*Effective October 1, 2020.

POLE.ATT:10.00

ATTACHING ENTITY'S OVERLASH

01. Any overlashing must be done in accordance with generally accepted engineering standards. The Attaching Entity shall give ten days' notice to the Licensor before beginning such overlashing.
 - A. No additional application or payment is required for an Attaching Entity to overlash more of its facilities to its existing attached facilities; provided, however, if such overlashing necessitates additional costs such as guying or additional pole strength, occupies additional attachment space on the pole, or provides a different service than the existing facilities, the Attaching Entity shall follow the procedures as outlined in Subsection 10.02 of this Tariff.
 - B. If the new facilities deliver a service subject to a higher attachment fee under this tariff, the Attaching Entity shall begin paying the higher rate upon the licensing of the new facilities.
 - C. If the new facilities are owned by a person or entity other than the existing Attaching Entity, the owner of the new facilities shall submit to the Licensor notice which contains the corporate identity and the type of utility service being provided by the overlash facilities, certification that the third party has been issued a CPG in Vermont, a customer profile with all contact information completed, pole locations and the number of poles and a certification that the overlash party agrees to be governed by Rule 3.700 and this Tariff. Both the existing Attaching Entity and the overlash entity each shall pay rental at the attachment fee rate designated by this Tariff.
02. Procedure for Overlash
 - A. Scope
 1. In the process of upgrading cable plant capacity, it may be necessary for the Attaching Entity to augment the number of its cables and equipment lashed or attached to its existing strand.
 - B. Definitions
 1. Overlash - The act of attaching any single strand, hardware, cable, wires and/or apparatus owned by Attaching Entity to same Attaching Entity's existing strand, hardware, cable, wires and/or apparatus.
 2. Post-construction Inspection - A Licensor inspection of the poles after completion of Attaching Entity's Overlash project at its own cost that Attaching Entity shall pay Licensor for the inspection of those poles

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found not in compliance as a result of the Inspection.

3. Self-Pre-survey- The performance of a field review by an Attaching Entity to survey the routing of a proposed path where additional overlashed cable facilities are planned, to determine if any Make-Ready Work is required. The Attaching Entity shall adhere to all requirements of the most recent edition of the National Electrical Safety Code (NESC) and the "Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc. This survey is performed without the presence of a Licensor representative and the results of the Self Pre-survey shall be provided to the Licensor with documentation of any Subsequent Make- Ready Work required before Attaching Entity begins construction of the Overlash project.

4. Subsequent Make-Ready Work - Rearrangement of Licensor's facilities by Licensor as determined by the Attaching Entity' s Self Pre-survey to provide for clearance and separation requirements for all pole attachments relative to the latest edition of the Blue Book published by Telcordia and the latest edition of the NESC.

5. Charges - Licensor's actual costs.

C. Specifications

1. Attaching Entity shall conform to the terms and conditions contained within the Specifications Section of this Tariff, including:

a. The National Electrical Safety Code (NESC)

Part 2 Section 26-261K2 Strength Requirements
Part 2 Section 25-250 Loading Requirements

b. Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc.

Section 4.2 Table 4 - 1 and Note 2
Section 3 Clearances

D. Notifications

1. Attaching Entity shall provide 10 days advance notice, in writing

(Appendix B-1), to Licensor prior to their Overlash work being started. Attaching Entity will coordinate its Overlash work with the Licensor to avoid any scheduling conflicts with any Licensor construction or maintenance work.

2. Attaching Entity shall submit written notification within thirty (30) days to Licensor after their Overlash work has been completed, to enable Licensor to facilitate the post-construction inspection.

E. Procedures

1. Attaching Entity shall perform a Self-Pre-survey of all routes where it proposes to Overlash cable to its existing licensed facility and, if Make-Ready Work is necessary, provide written results to Licensor.

2. Attaching Entity will submit a written request to Licensor to arrange for a Pre-construction Survey of all locations where Attaching Entity has determined Subsequent Make-Ready Work is necessary by Licensor to accommodate Attaching Entity's proposed work. Attaching Entity will provide advance payment to Licensor to cover the applicable charges for the Pre-construction Survey.

3. Licensor will notify the Attaching Entity of the applicable charges for any type of Make-Ready Work.

4. Attaching Entity will submit a check covering Make-Ready Work charges.

5. Licensor will provide the Attaching Entity with an associated work schedule and estimated construction completion date for the Make-Ready Work consistent with the time intervals set forth in Section 8.09-8.11.

6. Attaching Entity may proceed to place the overlashed cable in sections of aerial facilities requiring no Make-Ready Work. Attaching Entity may proceed to place the overlashed cable in sections of aerial facilities requiring Make-Ready Work when all parties affected concur that non-compliance will either be corrected by the Attaching Entity concurrently with the Overlash project, or by any other attacher, Joint Owner or Joint User after the Overlash project has been completed.

7. Attaching Entity shall notify Licensor in writing that the Overlash

project has been completed. Licensor may perform a Post-construction Inspection of the poles included in the Attaching Entity's Overlash project within ninety (90) days of receipt of written notice.

8. If Licensor performs a Post-construction Inspection of the poles involved in the Attaching Entity's Overlash project and all work is in compliance with the requirements and specifications, the cost of the inspection will be borne by Licensor and no further Post-construction Inspection will be required. Licensor will provide the Attaching Entity with the written results of the inspection within thirty (30) days.

9. If Licensor performs the Post-construction Inspection of the poles involved in the Attaching Entity's Overlash project and determines that Attaching Entity's work is not in compliance, Attaching Entity will pay Licensor for the inspection of those poles found in noncompliance. Licensor will provide the Attaching Entity with the charges for the inspection. In addition, Licensor may perform a Post-construction Inspection of those poles found to be in noncompliance in order to ensure that the Attaching Entity has brought its facilities into compliance. Licensor will provide Attaching Entity with the results of the inspection within thirty (30) days of the inspection in order that the Attaching Entity may bring its facilities into compliance.

10. Licensor will continue to conduct Post-construction Inspections until all of Attaching Entity's facilities as a result of the Overlash project have been made compliant. If the results of the Post-construction Subsequent show results that are in non-compliance with the aforementioned requirements and specifications, Attaching Entity shall correct such non-conforming condition within thirty (30) days of written notification from Licensor. Where Attaching Entity fails to correct the stated non-compliant condition within thirty (30) days, Attaching Entity shall be responsible to the Licensor for any costs associated with correcting such non-compliant conditions.

POLE.ATT:11.00 REMOVAL OF ATTACHMENTS

- .01 In the event of termination of any of the Attaching Entity's licenses, authorization and/or rights hereunder, the Attaching Entity shall remove its facilities from the poles and anchors within 60 days of the effective date of the termination; provided, however, that the Attaching Entity shall be liable for and pay all fees and charges pursuant to provisions of Licensor until the Attaching Entity's facilities are actually removed from the utility pole(s) and anchor(s). If the Attaching Entity fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at the Attaching Entity's expense and without liability on the part of Licensor for damage or injury to such facilities or interruption of the Attaching Entity services, except in the case of any negligence or willful misconduct of Licensor.

- .02 Attaching Entity may remove its attachments from a pole at any time after first giving Licensor written notice of such removal. Following removal, no reattachment shall be made to such pole until Attaching Entity first complies with all of the provisions of this Tariff as though no previous attachment had existed.

*Effective October 1, 2020.

POLE.ATT:12.00 UNAUTHORIZED ATTACHMENTS

01. Upon receipt of notification from Licensor that unauthorized attachments exist, an Attaching Entity shall have 30 days or other mutually agreed upon time period, to provide Licensor with a copy of an agreement or other satisfactory evidence that proves the attachments have been authorized by Licensor. If any of the Attaching Entity's facilities are attached to Licensor's poles without being authorized, Licensor, may recover fees as specified in Section 12.02, without prejudice to its other rights or remedies under this Tariff, including termination, or otherwise, and require the Attaching Entity to submit in writing, within 30 days after the receipt of written notification from Licensor of the unauthorized attachment, a pole attachment application. If such application is not received within the specified time period, Attaching Entity shall remove the unauthorized attachments within 30 days of the final date for submitting the required application, or Licensor may remove the Attaching Entity's attachments or facilities without liability at the Attaching Entity's expense, except in the case of any negligence or willful misconduct of Licensor.
02. Upon discovery of an unauthorized attachment, the Attaching Entity agrees to pay an amount equal to a minimum one-year rent for any unauthorized attachments if Licensor cannot determine the date the unauthorized attachment was made. Attaching Entities who are repeat offenders will be brought to the attention of the Commission. Should the Attaching Entity, at a future date, discover a copy of an attachment application or other satisfactory evidence that proves attachments were authorized by Licensor, Licensor will adjust the Attaching Entity's rental bill accordingly including any interest associated with the amount.
03. No act or failure to act by Licensor with regard to any unauthorized attachment shall be deemed as license of such attachment; and if license should subsequently be issued, it shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Tariff.

POLE.ATT:13.00 LIABILITY AND DAMAGES

01. Licensors reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Licensors shall not be liable to the Attaching Entity for any interruption of the Attaching Entity's service or for interference with the operation of the Attaching Entity's communications services arising in any manner, except from Licensors's gross negligence and willful default, out of the use of Licensors's poles.
02. The Attaching Entity shall exercise precaution to avoid damaging the facilities of Licensors and of others attached to Licensors's poles, and the Attaching Entity assumes all responsibility for any and all loss from such damage caused by the Attaching Entity's employees, agents or contractors. The Attaching Entity shall make an immediate report to Licensors and any other user affected by such damage of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.
03. Licensors shall exercise precaution to avoid damaging the facilities of the Attaching Entity and of others attached to Licensors's poles, and Licensors assumes all responsibility for any and all loss from such damage caused by Licensors's employees, agents or contractors. Licensors shall make an immediate report to the Attaching Entity and any other user affected by such damage of the occurrence of any such damage and agrees to reimburse the respective parties for reasonable, direct costs incurred in making repairs.
04. Except to the extent as may be caused by the negligence of the party seeking indemnification, Licensors and Attaching Entity shall each defend, indemnify and save harmless the other against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Tariff (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against the party seeking indemnification, by reason of the following:
 - A. Any work or action done upon the poles licensed hereunder or any part thereof performed by the indemnifying party or any of its agents, contractors, servants, or employees;
 - B. Any use, occupation, condition, operation of said poles or any part thereof by the indemnifying party or any of its agents, contractors, servants, or employees;
 - C. Any act or omission on the part of the indemnifying party or any of its

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- agents, contractors, servants, or employees, for which the party seeking indemnification may be found liable;
- D. Any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by the indemnifying party or any of its agents, contractors, servants, or employees;
 - E. Any failure on the part of the indemnifying party to perform or comply with any of the covenants, agreements, terms or conditions contained in this Tariff;
 - F. Payments made under any workers' compensation law or under any plan for employees disability and death benefits arising out of any use of the poles by the indemnifying party or any of its agents, contractors, servants, or employees;
 - G. The erection, maintenance, presence, use, occupancy or removal of the indemnifying party's facilities by it or any of its agents, contractors, servants, or employees or by their proximity to the facilities of other parties attached to the poles of the party seeking indemnification; provided that the indemnifying party shall defend, indemnify, and save harmless the party seeking indemnification against and from any and all such liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses brought, made or asserted by any of the indemnifying party's agents, contractors, servants, or employees of any of the indemnifying party's contractors or agents; or by any and all such liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses brought, made or asserted by any of the indemnifying party's agents, contractors, servants, or employees of any of the indemnifying party's contractors or agents.
05. The provisions of this Article shall survive the expiration or earlier termination of any license issued hereunder.
06. The Attaching Entity shall indemnify, save harmless and defend Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of the Attaching Entity's attachments, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of the Attaching Entity's poles, or otherwise.
07. If the work on a pole is not completed within the allowed time because of delays

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

08. In no event shall the Licensor or Attaching Entity be liable to one another for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out of this Tariff or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.

POLE.ATT:14.00 TERMINATION OF LICENSE

01. If Attaching Entity fails to comply with any of the terms or conditions of this Tariff, defaults on any obligation hereunder, or maintains or uses its facilities in violation of any law and Attaching Entity fails to correct such noncompliance or default within sixty days after written notice from Licensor, Licensor may terminate all licenses for use of the specific poles involved in such default or noncompliance.

02. If an insurance carrier at any time notifies Licensor that the insurance policies required under this Tariff will be canceled or changed so that Tariff requirements will no longer be satisfied, the Attaching Entity's license to attach to any of Licensor's poles terminates unless, prior to the effective date of such cancellation or change, Attaching Entity furnishes to Licensor current certificates of insurance for coverage in accordance with the provisions of this Tariff.

03. Any license or other authorization for Attaching Entity to attach to Licensor's poles issued or arising under this Tariff shall automatically terminate when Attaching Entity ceases to have authority to construct, operate and/or maintain its attachments on the public or private property at the location of the particular pole covered by the license.

04. In the event authorization is terminated, Attaching Entity shall remove its attachments from Licensor's poles within 60 days from the date of termination; provided, however, that Attaching Entity shall be liable for and pay to Licensor all fees pursuant to the terms of this Tariff until Attaching Entity's attachments are removed from Licensor's poles. Any license issued under this Tariff shall automatically terminate when the Attaching Entity ceases to have authority to construct, operate and/or maintain its attachments on the public or private property at the location of the particular pole covered by the license. Such automatic termination shall be stayed if the Attaching Entity has sought judicial or regulatory review of the decision that has acted to terminate such authority or, has declared that the Attaching Entity lacks such authority.

05. When the Attaching Entity's facilities are removed from a pole or anchor, no attachment to the same pole or anchor shall be made until the Attaching Entity has first complied with all of the provision of this Tariff as though no such pole or anchor

*Effective October 1, 2020.

attachment had been made previously and all outstanding charges due to Licensor for such pole or anchor have been paid in full.

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APPENDIX B-1 TO POLE ATTACHMENT TARIFF

APPLICATION AND POLE ATTACHMENT LICENSE

(Pole-Ownning Utility 's Name)

Street Address _____

City and State _____

Date _____

In accordance with the terms and conditions of the Utility's Tariff for Pole Attachments, application is hereby made for a license to make attachments to _____ poles as indicated on Form B-2. This request will be designated Pole Attachment License Application Number _____

By _____
Tel. No. _____

Pole Attachment Number _____ is hereby granted to make the attachments described in this application to _____ poles, as indicated on the attached Appendix Form B-2.

(Name of Attaching Entity)
By _____
Title _____
Date _____
Tel. No. _____

*Effective October 1, 2020.

APPENDIX B-2 TO POLE ATTACHMENT TARIFF

POLE DETAILS

Attaching Entity

License Application Number _____

Power Company involved

Telephone Company involved

Poles located in Municipality (Locale - if appropriate), County
Note: Provide separate sheets for each municipality)

| Pole No. | Location | Attachment | Tax Dist. | Lie. No. | Lie Date |
|----------|----------|------------|--------------|-------------|-------------|
|----------|----------|------------|--------------|-------------|-------------|

ATTACHING ENTITY HEREBY REQUESTS THE POLE-OWNING UTILITY TO PROVIDE AN ITEMIZED ESTIMATE OF POLE MAKE READY WORK REQUIRED AND ASSOCIATED CHARGES (APPENDIX FORM B-5).

Title _____

*Effective October 1, 2020.

APPENDIX B-3 TO POLE ATTACHMENT TARIFF

AUTHORIZATION FOR FIELD SURVEY WORK

Attaching Entity

In accordance with the Pole-Owning Utility's Pole Attachment Tariff, following is a summary of the estimated charges which shall apply to complete a field survey covering Pole Attachment License Application Number _____.

FIELD SURVEY CHARGES

| <u>FIELD SURVEY</u> | <u>NUMBER OF POLES</u> | <u>UNIT RATE</u> | <u>TOTAL</u> |
|----------------------------|-------------------------------|-------------------------|---------------------|
| (1) POLE | | | |
| (2-5) POLES | | | |
| (6-10) POLES | | | |
| (11-200) POLES | | | |
| | | PER POLE | |
| | TOTAL CHARGES | | _____ |

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of \$ _____

(Pole-Owning Utility)

By _____

Title _____

Address _____

Tel. No.

Date _____

The required field survey covering License Application No. _____ is authorized and the costs therefore will be paid to Pole-Owning Utility in accordance with the pole-owning utility's tariff.

(Attaching Entity)

APPENDIX B-4 TO POLE ATTACHMENT TARIFF

AUTHORIZATION FOR POLE MAKE-READY WORK

Attaching Entity

Field survey work associated with your License Application No. _____ dated

_____, 20__ , for attachment to poles has been completed.

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

| | Hours | Rate/Hour | Total |
|-----------------|-------|-----------|---------|
| Make-Ready Work | | | |
| Labor | _____ | _____ | \$_____ |
| Material | _____ | _____ | _____ |
| TOTAL | | | \$_____ |

Attached, is an itemized estimate (Appendix Form B-5) of required pole make-ready work and associated charges.

If you wish us to complete the required make-ready work, please sign this copy below and return with an advance payment in the amount of \$ _____.

(Pole-Owning Utility)

By _____

Title _____

Tel. No. _____

Date _____

Attaching Entity, By: _____

Title _____

Tel. No. _____

Date _____

Sheet _____ of _____

Attaching Entity: _____

CWO _____
Attaching Entity Application Number

*Effective October 1, 2020.

APPENDIX B-6 TO POLE ATTACHMENT TARIFF

NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

Notice No. _____

Date _____, 20____

In accordance with the terms of the Pole-Ownning Utility's Pole Attachment Tariff, notice is hereby given that the attachments to the following poles in the City/Town/Village of _____ covered by permit number _____

were removed on _____, 20 ____.

| Street Name | Pole Number | (If Pole No. is not available) Street Number |
|----------------|----------------|--|
|----------------|----------------|--|

Total number of poles to be discontinued _ _ _ _ _

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

By: _____

Title: _____
(Attaching Entity)

Use of poles has been discontinued as above.
Pole-Ownning Utility

Date: _____ By: _____

*Effective October 1, 2020.

APPENDIX B-7 TO POLE ATTACHMENT TARIFF
CERTIFICATE OF INSURANCE

Re: Pole Attachments/ Attaching Entities

This is to certify that the _____ of
(Insurance Company) _____ has issued policies of insurance, as described
below and identified by a policy number to the insured named below; and to certify that such policies are
in full force and effect at this time. It is agreed that none of these policies will be canceled or changed so
as to affect this certificate until thirty (30) days after written notice of such cancellation or change has
been delivered to _____ ("Pole-Ownning Utility") at

1. Insured _____ ("Attaching Entity")
2. Address _____
3. Status of Insured: Corporation _____ Partnership _____ Individual _____
4. Location of Work Operations of Insured _____

5. Description of Work Operations _____

INSURANCE POLICIES IN FORCE

| Form of Coverage | Policy Number | Policy Period |
|--|----------------|---------------|
| Workmen's Compensation | | From To |
| Public Liability (Bodily Injury and Property Damage) | | From To |
| Is the above-named Pole-Ownning Utility named as additional insured under the Public Liability Policy? | | |
| | Yes ___ No ___ | |

LIMITS OF LIABILITY

| Form of coverage | Bodily Injury | Property Damage |
|--------------------------------------|-------------------|-----------------|
| Workmen's Compensation | Statutory | XXXXXX |
| Public Liability without deductibles | Each person \$ | each accident? |
| Date _____ | each accident \$ | aggregate? |
| | _____ | |
| | Insurance Company | |

Issued at _ _ _ _

*Effective October 1, 2020.

EXHIBIT C
GUIDELINES FOR BROADBAND SERVICE PROVIDER ANTENNA
SYSTEMS MOUNTED ON DISTRIBUTION POLES

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GUIDELINES FOR BROADBAND SERVICE PROVIDER ANTENNA SYSTEMS MOUNTED ON DISTRIBUTION POLES

1. INTRODUCTION

This document ("Guidelines") provides guidelines for Vermont's Pole-Owning Utilities ("Utilities") approach to requests for attachment of communication antennas and associated equipment to poles. Included within the Guidelines are descriptions of the Permit Application Process, Safety, and Construction requirements for the installation of Broadband Service Providers' ("Providers") antenna systems on distribution poles. The issues addressed in the Guidelines are technical in nature and concern matters attendant to the attachment of Broadband Service Providers' facilities to utility poles. The Guidelines do not address the issues associated with the procedures, commercial terms and conditions for such attachments as are otherwise incorporated in PUC Rule 3.700 or related utility pole attachment tariffs. The Guidelines are intended to be used in conjunction with the utility's pole attachment tariff ("Tariff"). To the extent that a Utility's Tariff addresses terms and matters covered in the Guidelines, or to the extent that there are conflicts between a Tariff and the Guidelines, the Tariff shall control.

2. PERMIT APPLICATION PROCESS

- 2.1. Unless otherwise provided for in a Utility's Tariff, the Utility and Provider will follow the Permit Application Process as set forth in this section. Before the Provider makes an attachment to any Utility-owned pole(s), it shall apply for and receive a pole attachment permit from the Utility.
 - a. Each permit will be evaluated on its own merits based on the Provider's choice of equipment and design of its network.
 - b. The Provider will at all times maintain compliance with the National Electric Safety Code ("NESC"), the National Electric Code ("NEC"), Blue Book-Manual of Construction Procedures, Vermont Occupational Health and Safety (1910-269), state and local laws, PUC Rule 3.700 regulations and the Utility's construction standards and Tariff.
 - c. The permit process may differ based on whether the Provider has been issued a Certificate of Public Good and each Utility's individual Pole Attachment Tariffs in effect, Pursuant to PUC Rule 3.702(C).
- 2.2. The Provider will submit, at its own expense, a set of design plans and specifications for each device or piece of equipment that the Provider proposes to be attached on the pole, for the Utility's review prior to the pre-construction survey.
- 2.3. A pre-construction survey is required for each pole for which the Provider is requesting an attachment to determine the adequacy of the pole to accommodate the attachments.
- 2.4. The Utility shall determine, based on the pre-construction survey, if its

attachments on the pole can be reasonably rearranged or replaced to accommodate the Provider's attachments. The Utility will complete all make-ready based on its own Tariffs and/or Pole Attachment Agreements. The Utility shall specifically provide its reasons for any denial of access, if the Provider's pole attachment request cannot be accommodated.

3. SUITABILITY FOR POLE ATTACHMENTS

Unless otherwise provided for in a Utility's Tariff, the Utility and Provider shall determine the suitability of the Utility's pole for the placement and maintenance of Pole attachments as set forth in this section.

- 3.1. The Utility shall determine the suitability of its poles for pole attachments on a case-by-case basis, pursuant to PUC Rule 3.701(C).
- 3.2. The Utility may offer the placement of a separate pole pursuant to PUC Rule 3.708(K).
- 3.3. Poles that carry primary electrical service that are not bucket truck serviceable may be deemed unsuitable for pole-top attachments, at the discretion of the Utility.
- 3.4. All attachments shall preserve climbing access to all facilities.
- 3.5. Antennas shall not be installed above the communications space on the pole types listed below. These pole types may restrict attachments in the communications space as well.
 - a. Regulator poles
 - b. Capacitor poles
 - c. Riser poles and underground dips for future risers
 - d. Neutral Isolation poles
 - e. Switch poles
 - f. Three phase transformer poles
 - g. Single phase transformer poles - unless the transformer's orientation can be rearranged such that future scheduled maintenance of the Utility's equipment wouldn't be hampered by the Provider's attached equipment.
 - h. Poles with two sets of cross arms where the cross arms occupy all four quadrants on the pole.
 - i. Poles that have structural repairs such as C-truss installations, fiberglass repair sleeve or have been identified as needing structural repair. Pole replacement will be required.
 - j. Poles with other attachments such as equipment including cross-connecting terminals, distribution terminals, load coil cases, apparatus cases, air dryers, CATV amplifiers or power supplies and any other equipment of significant size that is either pole- or strand-mounted.

- k. Poles considered as congested. These are poles that support two or more feeders. The Utility's pole inspection shall determine any pole that could be exempted from this stipulation.
- l. Poles with characteristics that do not guarantee the maximum permissible general public/uncontrolled exposure limits to Radio Frequency ("RF") radiation as indicated in Table 1 of FCC's Rule 47C.F.R. §1.1310.
- 3.6. For poles serviced by bucket trucks, all pole-top attachments must be accessible with the aerial lift device used by the Utility. The maximum height of the attachments will depend on the Utility's aerial lift trucks. Exact antenna height restrictions will be determined by field inspection at the proposed antenna location.

4. STRUCTURAL

Unless otherwise provided for in the Tariff, the Utility and Provider shall adhere to the Structural Guidelines as set forth in this section.

- 4.1. Antenna support structures shall be designed to withstand load requirements specified by the NESC. The Utility will determine the level of structural and design analysis required based on the specifics of the attachment request and the circumstances at the requested site, subject to the following conditions:
 - a. Pole-top attachments complying with the "Vermont Standard"¹ pole-top attachment design (if and when approved by the Utility) shall not require additional review by a structural engineer.
 - b. The Utility may require that a qualified Professional Engineer ("PE") perform an analysis at the Provider's expense, if the proposed attachment does not comply per 4.1.a. The Utility and the Provider shall mutually agree upon which PE to utilize. The Provider may submit the analysis with the application, or the Utility may obtain the analysis as a part of the make-ready process.
- 4.2. All attaching hardware used to support the mast and all equipment attached to the mast shall be galvanized or stainless steel, in new condition and capable of withstanding all designed loads.
- 4.3. Lock washers shall be used on all fastening hardware.
- 4.4. Split bolts with washers, perpendicular to an antenna support mast are required if the support bolts for the mast are within 12 inches of the top of the pole.
- 4.5. The Utility shall designate the quadrant or quadrants of the pole to be used by the Provider in order to minimize conflicts with pole climbing.
- 4.6. Pole-top attachments shall conform to the following specifications:
 - a. There shall be 48 inches of vertical separation between the highest energized conductor and the lowest attached antenna.

¹ The "Vermont Standard" is currently under design by the Vermont Telecommunication Authority.

- b. All devices attached above the communication space shall be affixed to a single antenna mast.
 - c. For single-phase poles, the antenna mast shall be affixed to the opposite side of the pole from the energized conductor.
 - d. For three-phase poles, the antenna mast and associated equipment may be authorized by adding a longer cross-arm (if the existing cross-arm is not of sufficient length) or an out rigged configuration or by installing a taller pole, to accommodate the Utility's safe approach distance.
 - e. The antenna mast shall be of sufficient length to allow it to extend from the communications space through the safety and electric supply spaces and above the pole sufficiently to allow the antennas to be attached in compliance with 4.7.a.
 - f. The antenna mast shall be offset from the pole by approximately six inches.
 - g. The antenna mast shall serve as a conduit for all cables running between the communications space to the antennas, such that no cables are exposed in the safety or electric supply spaces.
- 4.7. Devices may be attached to streetlight support structures, as long as they conform to the following conditions:
- a. The manufacturer's streetlight bracket specifications shall not be exceeded.
 - b. The total installation shall be less than twenty-five (25) pounds.
 - c. The installation shall not interfere with the operation and/or maintenance of the street light.
 - d. The streetlight bracket shall be ten (10) feet or shorter.
 - e. The streetlight bracket shall be a minimum of two (2) inch diameter ann.
 - f. Installation and maintenance on all attachments to streetlight brackets must be performed by qualified Utility personnel.
 - g. There will be no attachments to streetlight brackets which are mounted in the safety space, unless allowed by NESC.
- 4.8. The Provider shall include adequate fault current protection on all installations.
- 4.9. The Utility shall provide power to the Provider's equipment under an authorized Tariff or a special contract, which shall be filed with the Commission.

5. GROUNDING

- 5.1. Grounding must comply with NESC, NEC, Utility Standards and Service Requirements, and the Tariff and is the responsibility of the Provider.

6. SAFETY

Unless otherwise provided for in a Utility's Tariff, the Utility and Provider will follow the Safety guidelines as set forth in this section.

- 6.1. It is the responsibility of the Provider to ensure its employees and contractors are trained to comply with 2.1.b.
- 6.2. Provider must provide switches that shut off all power to and from its equipment. These switches must be clearly marked and accessible to all Utility personal. Utility personnel must be able to clearly determine by visible means that the RF output of the subject system is disabled. "Keep-out" tags shall be placed on the disconnecting devices during service on the pole.
- 6.3. The Provider is required to follow FCC signage requirements.
- 6.4. Any tree trimming in the Utility right of way required by the Provider will be coordinated through the Utility at the expense of the Provider. Any permits or rights-of-way required for tree trimming necessary to install, maintain, restore or otherwise service the distributive antenna system shall be obtained by the Provider in advance of any such work.
- 6.5. The Provider's personnel are not permitted to access the pole above the communications space. Only approved Utility personnel or contractors under the direction of an authorized Utility employee are permitted to access this section of the pole.
- 6.6. Provider shall maintain all equipment installed below the safety space.
- 6.7. The Provider shall provide identification apparatus tag(s) on its antenna equipment. The tag(s) shall include a 7 day, 24 hour contact telephone number of an individual who can immediately respond to emergencies and outage requirements.