

**APPLICABILITY:** This tariff applies to the offering of the Company's poles within its operating territory in the State of Connecticut for use in providing wire-based Telecom Service (as said term is hereinafter defined) pursuant to Connecticut law.

**DEFINITIONS:**

"Company" shall mean The Connecticut Light and Power Company, dba Eversource Energy and its successors and assigns. References herein to "Eversource Energy" shall mean The Connecticut Light and Power Company.

"PURA" means the Public Utilities Regulatory Authority, or its successor administrative agency.

"DPUC" means the Connecticut Department of Public Utility Control.

"facilities" means the cables, wires and appliances leased or owned by the Telecom Operator and used by such Telecom Operator to provide Telecom Service.

"joint user" means any public service company, municipality or other company, other than a Telecom Operator, who has acquired an ownership interest in poles on or through which the Company has placed its cable and wiring.

"law" means the laws of the State of Connecticut, including but not limited to the Connecticut General Statutes including but not limited to Conn. Gen. Stat. § 16-233, Regulations of Connecticut State Agencies, decisions of PURA and other Connecticut administrative agencies, and judicial opinions concerning Connecticut law.

"license(s)" means each document or documents signed by the Telecom Operator and the Company, and specifying the pole(s) made ready for accommodation of the Telecom Operator's facilities.

"make ready costs" means the costs incurred by the Company or joint users for the accommodation of the Telecom Operator's facilities. Such costs include, but are not limited to, replacing particular poles with taller or stronger poles where required, the cost of rearranging the Company's or joint users' existing plant on the pole; also the costs of engineering, necessary tree trimming, inspection, and the cost of bonding and grounding the Telecom Operators' facilities to plant of the Company or of joint users.

"pole attachment" means the location, which shall be designated in each instance by the Company, where facilities to provide Telecom Service may be placed on poles owned by the Company or in which the Company has an ownership interest or to which the Company has been authorized by the owner of the pole to offer an attachment of facilities.

"pole attachment agreement" means each standard form contract or contracts between the Company and a Telecom Operator, which identifies additional terms and conditions governing the process under which a Telecom Operator would be permitted to attach its facilities to poles.

"pole attachment fee" and "pole attachment fees" means the rates, fees and charges set forth in this tariff, applicable law and the pole attachment agreement.

"pole" and "poles" means each utility pole owned by the Company, or in which the Company has an ownership interest, or to which the Company has been authorized by the owner of the pole to offer an attachment of facilities, which is located in the public right of way in the

Company's service territory in the State of Connecticut and on which the Company has electric distribution facilities.

"Telecom Operator" means each Connecticut municipality with the legal right under applicable law to attach its facilities to poles.

"Telecom Service" means any wire-based system owned and operated by a Telecom Operator along any public street or highway for the purpose of providing the service(s) authorized by Conn. Gen. Stat. § 16-233 and in accordance with all necessary approvals issued by PURA and applicable law.

"wireless service" means (i) distributed antenna systems (DAS), (ii) commercial mobile radio service (CMRS) and (iii) all other types of wireless communications service, including but not limited to the types of wireless communications services identified in DPUC Docket No. 08-06-19, *DPUC Investigation Into The Deployment Of Distributed Antenna System (DAS) In The Public Rights Of Way In Connecticut*.

#### GENERAL TERMS AND CONDITIONS:

##### Undertaking of the Company

The Company will enter into standard pole attachment agreements, to be filed with PURA, to provide available pole accommodations for facilities used solely to provide service by a Telecom Operator authorized to provide such service by PURA pursuant to Connecticut law.

The provision of pole accommodations by the Company to Telecom Operator for Telecom Service shall be in accordance with applicable law, including Conn. Gen. Stat. § 16-233.

##### Obligations of Telecom Operator

The Telecom Operator shall own, construct, maintain, replace and reconstruct its facilities; all such construction and reconstruction must be in accordance with standards approved by PURA, the Company and with the National Electrical Safety Code.

The Telecom Operator shall pay all rates, fees, costs and charges as provided in this tariff, applicable law, and the pole attachment agreement between such Telecom Operator and the Company. The decision as to the necessity for make-ready work and as to the estimate of the cost of such make-ready shall be determined by the Company.

##### Liability of the Company

The Company shall not be liable to the Telecom Operator or to such Telecom Operator's subscribers or customers (and the Telecom Operator shall indemnify, protect and save harmless the Company against any claim by such Telecom Operator's subscribers or customers) for any interruption to the service of the Telecom Operator, or for interference with the operation of the facilities of such Telecom Operator arising in any manner whatsoever.

##### Liability and Insurance of Telecom Operator

The Telecom Operator shall indemnify, protect and save harmless the Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, including the

officers, agents, and employees of either the Company or the Telecom Operator, including payment made under any Workman's 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 the Telecom Service facilities or by the proximity of such Telecom Service facilities to the respective cables, wires, apparatus and appliances of the Company, any third party, any joint user of the poles and/or right-of-way structure.

The Telecom Operator shall carry insurance at its own expense to protect the Company in respect to the Telecom Operator's responsibility for indemnification as referred to herein. All such insurance shall contain provisions that the insurance is issued to insure the Company and joint users as "additional insureds" under the provisions of this tariff and that each insurance policy may not be cancelled or changed except after thirty days notice to the Company. These insurance requirements may be satisfied through a bona fide self-insurance program that is reasonably acceptable to the Company. If a Telecom Operator provides proof of such insurance coverage to the Company at the time such Telecom Operator pays its semi-annual invoice for rental charges to the Company for the most recent six month period, then such Telecom Operator is not required to provide proof of insurance each the time it submits a request to the Company to attach facilities to pole(s).

#### Security

The amounts of and details of the security, if any, the Telecom Operator is required to provide to the Company shall be addressed by the pole attachment agreement.

#### Pole Attachment Agreement

The terms under which pole accommodations are provided to each Telecom Operator are more fully covered in the pole attachment agreement signed by each Telecom Operator and the Company. The pole attachment agreement is a standard contract form that has been filed, or will be filed, with PURA and each such agreement form is hereby incorporated by reference into and is made a part of this tariff. A Telecom Operator will not be allowed to attach, and/or continue to attach, its facilities to poles unless it has signed a pole attachment agreement.

The Telecom Operator will sign only one pole attachment agreement with the Company, but in each instance in which the Telecom Operator seeks to attach its facilities to any poles the Telecom Operator must submit to the Company an application for a license requesting permission to attach such facilities to such poles, all as more specifically described in the pole attachment agreement.

Default

If the Telecom Operator should default in any respect in performing any action required under this tariff or a pole attachment agreement, the Company may terminate the pole attachment agreement or cancel any particular licenses affected upon the expiration of thirty days after written notice of the default has been given to the Telecom Operator or exercise any additional remedy provided to the Company in a pole attachment agreement, provided that the default has not been cured within that time. If the Telecom Operator fails to remove any facilities upon cancellation of any license or upon termination of a pole attachment agreement, then the Company or its joint users may make such removals and the Telecom Operator shall pay all the costs of such work performed, and the Company may hold any removed equipment as security for any sums owed to the Company or may sell such equipment at a public or private sale or the Company may exercise any additional remedy provided to the Company in a pole attachment agreement. In the event the Company sells any such equipment, it shall apply the proceeds to the payment of sums due under a pole attachment agreement and shall turn over the balance, if any, to the Telecom Operator.

## POLE ATTACHMENT RENTAL CHARGES

1. Pole attachment fees for pole attachments authorized pursuant to a pole attachment agreement shall be determined and billed on a semi-annual basis. The pole attachment fee for each full semi-annual period (see Section 3 (a) below) is determined by the number of poles on which the Telecom Operator has attached its facilities (regardless of the date or dates on which such existing attachments occurred) plus the number of poles included in licenses from the Telecom Operator to the Company as of the end of the month immediately preceding the beginning of such semi-annual period. The bill for each semi-annual period shall be issued in advance, and shall be payable within 30 days of the date of issuance as provided in the pole attachment agreement.
2. The pole attachment fee for an initial, partial semi-annual period shall be determined and accrue for that portion of the initial semi-annual period starting on the first day following the date attachments begin in connection with a license, with respect to every pole included in that license. The bill for such accrued charge shall be issued at the end of such initial period, and shall be payable within 30 days of the date of issuance as provided in the pole attachment agreement.
3. Semi-annual Pole Attachment Fee for Rental Space on Each Pole. Pole attachment fees for renting attachment space on poles apply as follows for attachments of facilities to poles which are owned by the Company or in which the Company has an ownership interest.
  - (a) Semi-annually for the periods January 1 - June 30 and July 1 - December 31 of each year during which a pole attachment agreement remains in effect (i) \$0 per pole semi-annually if the attachment is located inside the free 12 inch gain space provided in Conn. Gen. Stat. § 16-233 and (ii) using the Company's most recent PURA-approved pole attachment rental rate methodology if the attachment is located outside of the free 12 inch gain space.

- (b) On a prorated basis for the portion of an initial, semi-annual period as defined in Section 3 (a) during which a pole attachment agreement is in effect, (i) \$0 per pole semi-annually if the attachment is located inside the free 12 inch gain space provided in Conn. Gen. Stat. § 16-233 and (ii) using the Company's most recent PURA-approved pole attachment rental rate methodology, prorated on a per diem basis from the first day following the date attachment begins in connection with a license, through the end of the initial semi-annual period, if the attachment is located outside of the free 12 inch gain space.
4. Make Ready Costs. Each Telecom Operator shall promptly reimburse the Company for its make ready costs, as set forth in the pole attachment agreement.
  5. Additional Pole Attachment Fees. Each Telecom Operator shall promptly pay to the Company all additional pole attachment fees set forth in a pole attachment agreement and/or required by applicable law.
  6. A Telecom Operator may elect to give up its license as to any pole or poles by removing its facilities therefrom and thereafter giving the Company notice of such removal. A Telecom Operator's obligation to pay the semi-annual pole attachment fee for each pole on which the Telecom Operator has elected to remove its facilities shall terminate as of the day following which such notice of removal for each such pole is given by the Telecom Operator to the Company, and the Telecom Operator shall be entitled to a prorated refund or credit of the pole attachment fee, if any, already paid for each such pole on which the Telecom Operator has elected to remove its facilities.
  7. Pole attachment fees for attachments of facilities to poles licensed under a pole attachment agreement which are not owned by the Company and in which the Company has no ownership interest shall be calculated using the rates, fees and charges provided for in the tariff of the party owning said pole(s).
  8. In the event of any conflict between this tariff and a pole attachment agreement, then this tariff shall prevail.

SCHEDULE OF RATES<sup>1</sup>  
FOR  
STANDARD POLE ATTACHMENTS

1. Pole Attachment License Fee:			
	Urban	\$0.00 <sup>2</sup>	per pole, per year
	Non-Urban	\$0.00 <sup>2</sup>	per pole, per year
2. Third Party Overlash Fee:			
	Urban	\$0.00 <sup>2</sup>	per pole, per year
	Non-Urban	\$0.00 <sup>2</sup>	per pole, per year
3. Agreement Establishment Fee:		\$0.00	
4. Application Fee:			
	Per Application	\$0.00	
	Plus Add'l Fee Per Pole	\$25.00	
5. Unauthorized Attachment/Overlash Fee:			
	Urban	\$113.81	per pole
	Non-Urban	\$114.42	per pole
6. Non-Conforming Construction/Shifting Fee:			
	Urban	\$113.81	per pole, per day
	Non-Urban	\$114.42	per pole, per day
7. Make-Ready Work Charges		Time & Materials <sup>3</sup>	
	Rearrangement/Shifting Fee		
	Periodic Inspection Fee		

<sup>1</sup> There may be additional costs, fees and/or charges billed to Municipality for Make-Ready work and/or costs incurred by Other Owners and/or Other Licensees. Rates shown above only reflect Licensor's costs, fees and charges. Pursuant to Article VIII(9) of the Agreement to which this Exhibit E is attached, the rates and charges set forth in this Exhibit E are subject to change in accordance with the process described in said Article VIII(9) of the Agreement.

<sup>2</sup> Connecticut General Statute Section 16-233 states that Municipality "shall have the right to occupy and use for municipal and state signal wires, without payment therefor, one gain upon each public utility pole . . . installed by a public service company within the limits of any such town, city, borough or district. . . ." Pursuant to Section 16-233 and the May 17, 2000 DPUC decision in Docket No. 99-03-25RE01, for each Municipality the (i) Pole Attachment License Fee is \$0 for a Pole Attachment installed in "one gain upon each public utility pole" and the Overlash Fee is \$0 for each Overlash installed in "one gain upon each public utility pole" and (ii) for each Pole Attachment installed in an additional gain upon each public utility pole ("additional gain") the Pole Attachment License Fee and the Overlash Fee correspond with the fees pursuant to the Wire-Based Telecom Pole Attachment Tariff. For attachments on poles jointly owned by the Company, such fees shall equal one half of the corresponding fee.

<sup>3</sup> Permitted by the September 29, 2004 DPUC decision in Docket No. 03-03-07, *DPUC Decision in Re Public Utility Structures and Poles Within Municipal Rights of Way* (stating "that Conn. Gen. Stat. §16-233 does not exempt any and all costs incurred by the pole custodian in providing the gain [to a municipal attacher]. The Department therefore required the Town of Manchester to pay for the make ready cost of providing the gain.")