

GREEN MOUNTAIN POWER CORPORATION  
RULES AND REGULATIONS FOR POLE ATTACHMENT SERVICE

For Customers within Green Mountain Power Corporation's ("GMP") service territory as defined prior to the merger between Central Vermont Public Service Corporation and GMP.

ARTICLE I

DEFINITIONS

As used in this tariff the following terms shall have the following meanings. Terms defined in Appendix II hereto, Protocol in Connection with Pole Attachments by Broadband Service Providers or Wireless Telephone Operators shall have the meanings defined therein.

(A) Attaching Entity

An entity holding a certificate of public good from the Vermont Public Service Board ("PSB") or a Broadband Service Provider that seeks to attach a facility (or has attached a facility) of any type to a Pole or right-of-way for the purpose of providing service to one or more customers, including but not limited to telecommunications providers, cable television service providers, incumbent local exchange carriers, competitive local exchange carriers, electric utilities and governmental entities.

(B) Attachment

Any strand, hardware, cable, wires, apparatus or other facilities, attachments or additions attached to a Pole or right of way.


(C) Authorization

Written approval from the Company that the Customer may make an Attachment to specific Poles.

(D) Broadband Service Provider

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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 from the PSB must, before availing itself of the provisions of this tariff, file with the PSB and the Company 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 PSB Rule 3.700 and Orders issued by the PSB.

(E) Customer

An Attaching Entity not a party to a joint use agreement, joint ownership agreement or other special contract with the Company.

(F) Field Survey Work or Survey Work

A survey of the Poles on which the Customer wishes to attach in order to determine what work, if any, is required to make the Pole ready to accommodate the required Attachment, and to provide the basis for estimating the cost of this work.

(G) Joint Owner


A person, firm or corporation having an ownership interest in a Pole and/or anchor rod with the Company.

(H) Make-Ready Work

The work required (rearrangement and/or transfer of existing facilities on a Pole, replacement of a Pole or any other changes) to accommodate the Customer's Attachments on a Pole.

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(I) Other Attachee

Any entity, other than the Customer, to which the Company has or hereafter shall extend the privilege of attaching facilities to the Company's Poles.

(J) Pole

Any utility pole solely or jointly owned by the Company used in the Company's distribution system to service its customers, not including poles used as part of the Company's transmission system.


ARTICLE II

SCOPE OF TARIFF

- (A) This tariff is applicable to Attaching Entities, except that the rental rates for facilities attached to Poles set forth in Appendix I shall apply only to the Attaching Entities described therein. Subject to the provisions of this tariff, including the Customer's payment of the fees and charges required in Appendix I, the Company has or will issue to the Customer revocable, nonexclusive Authorizations for the attachment of the Customer's Attachments to the Company's Poles. Attaching Entities that are not Broadband Service Providers or wireless telephone operators shall be allowed Attachments used in the provision of their service in the communications space available on the Company's Poles. Broadband Service Providers and wireless telephone operators shall be allowed Attachments used in the provision of their wireless service on such locations on the Pole or a separate Pole as are specified in the Authorization and as permitted under this tariff, any Attachment Protocol and PSB Rule 3.700.
- (B) Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to the Customer. The Company shall have the right to grant, renew and extend rights and privileges to others by contract or otherwise, to use any Pole.

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- (C) No use, however extended, of the Company's Poles or payment of any fees or charges required under this tariff shall create or vest in the Customer any ownership or property rights in such Poles. Neither this tariff nor any Authorization granted hereunder shall constitute an assignment of any of the Company's rights to use the public or private property at the location of the Company's Poles.
- (D) Nothing contained in this tariff shall be construed to compel the Company to construct, retain, extend, place or maintain any Pole or other facilities not needed for the Company's own electric service requirements. The Company may relocate, remove, modify or reconfigure its Poles or other facilities as deemed prudent in its sole judgment.
- (E) Nothing contained in this tariff shall be construed as a limitation, restriction, or prohibition against the Company with respect to any contract which the Company has heretofore entered into, or may in the future enter into, with others regarding the Poles covered by this tariff.
- (F) The Company may deny the Customer access for reasons of safety, reliability, or generally applicable and accepted engineering standards. The Company may also deny access on a non-discriminatory basis where there is insufficient capacity except where Make-Ready Work can be used to increase or create capacity.
- (G) No Authorization granted under this tariff shall extend to any of the Company's Poles where it has been determined by a court of law or by the PSB that the placement of the Customer's Attachments would result in a forfeiture of the rights of the Company, Joint Owner(s), to occupy the property on which such Poles are located. If placement of the Customer's Attachments results in a forfeiture of the rights of the Company, Joint Owner(s) or both, to occupy such property, the Customer agrees to remove its Attachments within 60 days of receipt of notice from the Company; and the Customer agrees to pay the Company, Joint Owner(s), or both, all losses, damages and costs incurred as a result thereof. Nothing herein modifies the right of any party to seek recourse through legal or regulatory process.
- (H) Notwithstanding anything herein to the contrary, the Company may not favor itself over the Customer, nor deny access based on a reservation of space for its own use. However, the Company may favor itself when it has a need for space on a Pole or Poles in order to provide its electrical service and when it also has a bona fide development plan that shows a

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need for additional Attachments to the Poles in question within three years of the date of adoption of the plan; provided that the Company may not so favor itself for more than three years in any ten-year period.

**ARTICLE III**

**FEES AND CHARGES**

- (A) The Customer agrees to pay to the Company the fees and charges as specified in and in accordance with the applicable terms and conditions in Appendix I. Changes or amendments to Appendix I may be effected by a separate tariff filing with the Vermont Public Service Board, effective upon the date approved by the Vermont Public Service Board whereupon it shall immediately become a part of the terms and conditions of this tariff. The Company shall provide the Customer with at least 60 days written notice prior to the effective date of any increase in pole attachment rates pursuant to any such tariff filing.

**ARTICLE IV**

**ADVANCE PAYMENT FOR FIELD SURVEY AND MAKE-READY**

The Customer shall make an advance payment to the Company prior to the required Field Survey Work and any Make-Ready Work required in an amount specified by the Company sufficient to cover the estimated cost of the Survey Work and any Make-Ready Work as provided in Appendix I. The costs of the Survey Work and Make-Ready Work performed shall be payable whether or not the Customer makes any Attachments. After completion of Make-Ready Work, the Customer shall pay the cost of

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all Make-Ready Work actually performed based on Appendix I that has not been prepaid, or shall be refunded any excess of the prepayment over such actual cost.

ARTICLE V

APPLICATION, SURVEYS AND MAKE-READY

- (A) Application and Authorization. Prior to attaching to any Pole, the Customer shall make written application and have received an Authorization therefore from the Company. Applications received by the Company from two or more Customers for attachment accommodations on the same Pole, prior to the commencement of any Field Survey or Make-Ready Work required to accommodate any Customer, will be processed by the Company on the basis of the first received.
- (B) Field Survey. A Field Survey may be required for each Pole for which initial attachment or material alteration thereof (as described in subparagraph (E)(5) of this Article) is requested to determine the adequacy of the Pole to accommodate the Customer's Attachments. The Company, any Joint Owner and any Other Attachee will cooperate to perform any Field Survey determined necessary by the Company and the Customer shall be afforded reasonable advance notice of and opportunity to participate in the Field Survey process. If after the Field Survey the Company intends to deny access to Poles under Article II of this tariff, it shall state with specificity the grounds for the denial.
- (C) Time to Complete Field Survey. Any required Field Survey shall be completed within the following time periods of receipt by the Company of the Customer's completed application and the advance payment provided by Article IV hereof. The Field Survey period shall depend on the number of Poles or Attachments involved on all of the Customer's outstanding applications that have not been surveyed, as a percentage of the total number of Poles, solely or jointly owned by the Company.
- (1) Survey Work on fewer than 0.5% of the Company's Poles or Attachments shall be completed within 60 days.
  - (2) Survey Work on 0.5% or more but less than 3% of the Company's Poles or Attachments shall be completed within 90 days.

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- (3) Survey Work on 3% or more of the Company's Poles or Attachments shall be completed within a time to be negotiated between all the affected owners and attachers. The time shall be negotiated in good faith and shall be reasonable in light of subsections (1) and (2), above.
- (D) Make-Ready Estimate. If based on the Field Survey the Company determines that a Pole to which the Customer desires to make Attachment is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Attachments of the Customer in accordance with the specifications set forth in Article VII, the Company will indicate on the authorization for Pole Make-Ready Work the estimated cost of the required Make-Ready Work and return it to the Customer. If possible, the Company will give the Customer written permission to attach, relocate or replace its Attachments before the Company or Other Attachees complete any required Make-Ready Work consisting of rearrangement of facilities.
- (E) Responsibility for Payment of Make-Ready Costs.
- (1) In addition to the payments to the Company for all required Make-Ready Work charges specified in Article IV, the Customer shall also reimburse each Other Attachee for any expense incurred in transferring or rearranging its facilities to accommodate the Customer's Attachments.
- (2) The Customer shall not be responsible for any portion of Make-Ready-Work---- expense that is attributable to the correction of pre-existing violations of the specifications in Article VII hereof unless the Customer has caused a portion of the violation.
- (3) The costs of any modification that is also specifically used by Other Attachees shall be apportioned accordingly.

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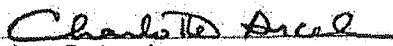
  
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- (4) Where the Company currently relies on one or more techniques referenced in subsection H of this Article as part of its normal operating procedures, but refuses to utilize such procedure for the benefit of the Customer, the Customer shall only 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).
- (5) The Customer shall be responsible for the costs of the Company's Make-Ready Work only at the time of initial Attachment or material alteration of an existing Attachment and only when such costs are caused by the initial Attachment or material alteration of an existing Attachment. A material alteration occurs when, after initial Attachment, the Customer adds equipment which either requires additional clearance or adds sufficient additional stress to the Pole to require Make-Ready Work, but does not include a rebuild of the Customer's system with substantially similar equipment. Notwithstanding the foregoing, if at any time it is reasonably determined by the Company that the Customer's Attachments are responsible for a Pole not being in compliance with the specifications in Article VII hereof, the Customer shall pay for all Make-Ready costs of bringing the Pole into compliance, including a replacement Pole if necessary and reimbursing each Other Attachee, including the Company, for any expense incurred in transferring or rearranging its facilities. It shall rebuttably be presumed that the last Attaching Entity on a Pole caused the noncompliance with Article VII specifications.
- (F) Time to Complete Make-ready. The Company and Other Attachees already attached to the Pole shall complete necessary Make-Ready Work within the following periods, each such period commencing on the date the following conditions have been satisfied: the Customer has received from the Company written Authorization, the Company has received the prepayment as required in Article IV for such make-ready, and all applicable permits have been obtained by the Customer as provided in Article VI hereof. The Make-Ready Work period shall depend on the number of Poles or Attachments involved on all of the Customer's outstanding applications where Survey Work has been completed but Make-Ready Work has not been completed, as a percentage of the total number of Poles solely or jointly owned by the Company.
- (1) Make-Ready Work on fewer than 0.5% of the Company's Poles or Attachments shall be completed within 120 days.

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- (2) Make-Ready Work on 0.5% or more but less than 3% of the Company's Poles or Attachments Shall be completed within 180 days.
- (3) Make-Ready Work on 3% or more of the Company's Poles or Attachments shall be completed within a time to be negotiated between all the affected owners and attachers. The time shall be negotiated in good faith and shall be reasonable in light of subsections (1) and (2), above.
- (G) Modification or Extension of Time Requirements. The allowed time periods for the Field Survey Work and Make-Ready Work apply unless otherwise agreed by the various parties, and except for extraordinary circumstances and reasons beyond the Company's control. Each pre-existing Other Attachee is responsible for completing its work within a time that allows the Company to comply with the requirements of paragraphs (C) and (F) above. If an application involves jointly owned Poles, then the longest applicable time period applies.
- (H) Least Cost Methods. In completing Make-Ready Work, the Company shall pursue reasonable least-cost alternatives, including space saving techniques currently relied upon by it; however, it shall at all times maintain compliance with the National Electric Safety Code, state and local laws and regulations, and its construction standards.
- (I) Outside contractors. The Company shall maintain a list of contractors whom it allows to perform Surveys, Make-Ready Work, installation or maintenance or other specified tasks upon its equipment. In the event that the Company cannot perform such work in a timely manner, the Customer may demand that outside contractors be sought. The Company shall thereupon exercise its best efforts to hire one or more contractors from the list to perform such work, under the supervision and control of the Company.
- (J) Overlashing. Any overlashing must be done in accordance with generally accepted engineering standards. The Customer shall give ten days' notice to the Company before beginning such overlashing. No additional application or payment is required for the

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Customer to overlash more of its facilities to its existing facilities, unless it necessitates additional costs such as guying or additional pole strength, occupies additional attachment space on the Pole. In the event facilities of a third party are overlashed to those of a Customer, the Company shall be provided with notice which contains the corporate identity, certification that the third party has been issued a certificate of public good in Vermont, contact information, Pole locations and the number of Poles and a certification that the overlashing party agrees to be governed by the applicable terms of this tariff and PSB Rule 3.700. Both the existing Customer and the third party overlashing to the facilities of the existing Customer shall pay rental at the applicable rate under Appendix I.

**(K) Rearrangements and Transfers of the Customer's Attachments.**


Should the Company, any Joint Owner, or other Customer need to attach additional facilities to any of the Company's Poles, to which the Customer is attached, the Customer will rearrange its Attachments on the determined by the Company so that the additional facilities of the Company, Joint Owner or other Customer may be attached. Should the Company determine that the Customer's Attachments should be transferred to a replacement Pole, the Customer shall transfer its Attachments upon the request of the Company to the replacement Pole.

If the Customer does not rearrange or transfer its Attachments within 30 days after receipt of written notice from the Company that the Pole is ready for the Customer to rearrange or transfer its Attachments, the Company or Joint Owner may perform or have performed such rearrangement or transfer, and, notwithstanding the provisions below, the Customer agrees to pay the costs thereof.

The Customer shall not be required to bear any of the costs of rearranging or transferring its Attachments if such rearrangement or transfer is necessitated as a result of an additional Attachment or modification of an existing Attachment sought by a third party and should be paid for any work it performs to accommodate such request. Where the Customer is required to rearrange or transfer its Attachments upon the request of the Company for reasons of the

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Company's service requirements, including without limitation, Poles replaced at the request of the Vermont Department of Transportation, Poles replaced for improved access, Poles replaced because of physical deterioration and damage and modifications of, or the addition of, an Attachment by the Company, the Customer shall pay the costs of rearranging or transferring its Attachments to the replacement Pole. Where multiple parties join in a modification, each party's proportionate share of the total cost will be based on a ratio of the amount of new space occupied by that party to the total amount of new space occupied by all parties joining in the modification. The Company shall not be required to use revenue that may result from the use of any additional space resulting from such replacement or rearrangement to compensate parties that paid for the modification.

- (L) Guy Strands. The Customer may attach its guy strand to the Company's existing anchor rod at no charge where the Company determines that adequate capacity is available. Where it has been determined by a court of law or by the PSB that placement of the Customer's guy Attachment to the Company's anchor would result in a forfeiture of the rights of the Company or Joint Owner(s) or both the Customer agrees to remove its Attachments within 60 days of receipt of notice from the Company and the Customer agrees to pay the Company or Joint Owner(s) or both, all losses, damages and costs incurred as a result thereof. Nothing herein modifies the right of any party to seek recourse through legal or regulatory process.


ARTICLE VI

LEGAL REQUIREMENTS

- (A) Property Interest, Authorizations and Permits. The Company shall make available whatever property interest it has obtained with respect to the placement of facilities on the Company's Poles, but shall not be required to request additional property interests solely for the benefit of

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the Customer. The Customer shall be responsible for obtaining, at its sole cost and expense, from all appropriate public and private persons and entities any required consents, permits or authorizations to construct, operate or maintain its Attachments on public and private property at the location of the Company's Poles which the Customer uses and, upon the reasonable request of the Company, shall submit to the Company evidence of such consent, permits and authority before making Attachments. If any permitting authority requires the participation of the Company, the Company shall cooperate in good faith with the Customer.

- (B) Compliance with Law. The parties hereto shall at all times observe and comply with, and the provisions of this tariff are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this tariff, including without limitation, PSB Rule 3.700.


ARTICLE VII

SPECIFICATIONS, CONSTRUCTION AND MAINTENANCE OF  
ATTACHMENTS

- (A) Customer to Construct and Maintain Attachments. Except as otherwise provided below, the Customer shall, at its own expense, construct and maintain its Attachments on Poles in a safe condition so as not to conflict with the use of the Poles by the Company or any Other Attachee. The Company shall specify the point of attachment on each Pole to be occupied by the Customer's Attachments.
- (B) Specifications. The Customer's Attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the Bell System Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC) the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA), the Vermont Occupational Safety and Health Act (VOSHA), the Company's Construction Standards and any other governing authority having jurisdiction over the subject matter. Where a difference in specifications exists, the more stringent shall apply, provided that if the Company's Construction Standards are the more stringent, the Company must provide such standards to the Customer reasonably in advance before construction work is begun. The Company shall provide a copy of its Construction Standards to the Customer upon its request.

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- (C) Company's Right to Modify Attachments, Notice. If any part of the Customer's Attachments is not properly placed and maintained by the Customer as required under this tariff, the Company may, upon thirty days' written notice to the Customer and in addition to any other remedies the Company may have hereunder modify such Attachments, at the Customer's cost, without any liability therefore. Notwithstanding the foregoing, less than 30 days notice may be provided for modifications arising out of routine maintenance, modification in response to emergencies, or modifications that are beyond the reasonable control of the Company, provided that the notice is reasonable under the circumstances and as prompt as practicable.
- (D) Consent for Relocation or Replacement of Attachments. If the Customer desires to relocate or replace any of its Attachments on Poles, it shall obtain specific written authorization from the Company before such relocation or replacement.
- (E) Tree Trimming. No tree-trimming costs shall be billed directly to any Customer unless such costs are incurred as the sole and direct result of an application to attach to the Company's Poles. In such event, the Company shall provide documentation to the Customer demonstrating that the tree-trimming was necessitated solely and directly by the Customer's application for Attachments. The Company shall inform the Customer of the required tree trimming in writing.
- (F) Attachment Protocol. Attached hereto as Appendix II is a protocol under which the Company will allow attachments by Broadband Service Providers and Wireless Telephone Operators in areas of its Poles that are not ordinarily used for attachments or for equipment that is unusually large. Such attachments may also, as determined by the Company, be attached to a separate Pole, provided by the Company, and paid for by the Customer if: the proposed attachment can not be made to the existing Pole consistent with the provisions in paragraph (B) above of this Article VII; the separate Pole is requested by the Attaching Entity; or the provision of the separate Pole is less expensive than the proposed attachment to the existing Pole.
- (G) Termination Demarcation. An Attaching Entity may designate one or more Poles as its customer interface location for purposes of utility service delivery to the Attaching Entity.

ARTICLE VIII

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INSPECTIONS OF CUSTOMER'S ATTACHMENTS


- (A) Inspections; Cost. The Company reserves the right to make periodic inspections of any part of the Customer's Attachments to Poles. The Customer shall reimburse the Company for the expense of any inspection only for post-construction inspections and only for any Poles where the inspection reveals violations of the requirements of Articles VI and/or VII herein and the violations are the fault of the Customer. The Company shall provide a copy to the Customer of any inspection report within 10 days of its being available in the event the Company seeks reimbursement for the inspection from the Customer.
- (B) Notice and Participation. The Company will give the Customer advance written notice of and an opportunity to participate in such inspections, except in those instances where, in the sole judgment of the Company, safety considerations justify the need for such an inspection without delay.
- (C) No Waiver, etc. The making of periodic inspections or the failure to do so shall not operate to relieve the Customer of any responsibility, obligation or liability assumed under this tariff. Any charge imposed by the Company for such inspections shall be in addition to any other sums due and payable by the Customer under this tariff. No act or failure to act by the Company with regard to said charge or any unauthorized use by the Customer shall be deemed as a ratification or the Authorization of the unauthorized use; and if any Authorization should subsequently be issued, said Authorization shall not operate retroactively or constitute a waiver by the Company of any of its rights or privileges under this tariff or otherwise.

ARTICLE IX

UNAUTHORIZED ATTACHMENTS

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- (A) Charges Generally, Application or Removal. Upon receipt of notification from the Company that unauthorized Attachments exist, a Customer shall have 30 days or other mutually agreed upon time period, to provide the Company with a copy of an Authorization or other satisfactory evidence that proves the Attachments have been authorized by the Company. If any of the Customer's facilities are attached to the Company's Poles without Authorization, the Company may recover fees as specified in paragraph (B) below without prejudice to its other rights or remedies under this tariff, including termination, or otherwise, and require the Customer to submit in writing, within 30 days after receipt of written notification from the Company of the unauthorized Attachment, a Pole attachment application. If such application is not received within the specified time period, the Customer shall remove its unauthorized Attachments within 30 days of the final date for submitting the required application, or the Company may remove the Customer's Attachments or facilities without liability at the Customer's expense
- (B) Determination of Period of Existence of Unauthorized Attachment. Upon discovery of an unauthorized Attachment, the Customer agrees to pay an amount equal to a minimum one year rent for any unauthorized Attachments if the Company cannot determine the date the unauthorized Attachment was made. Customers who are repeat offenders will be brought to the attention of the PSB. Should the Customer, at a future date, discover a copy of an Authorization or other satisfactory evidence that proves the Attachments were authorized by the Company, the Company will adjust the Customer's rental bill accordingly including any interest associated with the amount.


ARTICLE X

INDEMNITIES, LIABILITY AND DAMAGES

- (A) Except in the event of the Company's negligence, gross negligence or willful default, the Company shall not be liable to the Customer for any interruption of or interference with the operation of the Customer's services, or otherwise, arising in any manner out of the use of the Company's Poles. The Company shall promptly report to the Customer any damage to the Customer's facilities.
- (B) The Customer and the Company shall each exercise due care to avoid damaging each other's facilities and the facilities of others attached to the Company's Poles, and the Customer and the Company, each, assumes all responsibility for any and all loss, damage or injury caused by its respective employees, agents or contractors. The Customer or the

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Company shall promptly report to the other and any Other Attachee any such loss, damage or injury and agrees to reimburse the parties suffering loss, damage or injury caused by it.

- (C) If any work on a Pole is not completed within the time required under Public Service Board Rule 3.700 because of delays caused by the Customer, and the Company is liable for any penalties or damages because of the delay, the Customer shall indemnify the Company for any penalty and damages paid.
- (D) Except as may be caused by the negligence of the party seeking indemnification, the Company and the Customer 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 (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 (a) any work or thing done upon the Poles or any part thereof by the indemnifying party or any of its agents, contractors, servants, or employees; (b) any use or occupation 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 agents, contractors, servants, or employees, for which the party seeking indemnification may be found liable; (d) any incident, 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, tariffs, terms or conditions contained in this tariff; (f) payments made under any worker's 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; and (h) any and all such liabilities, claims, suits, fines, penalties, damages, losses, fees, costs

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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.

- (E) The Customer shall indemnify, save harmless and defend the Company from any and all claims and demands of whatever kind which arise directly or indirectly from the operations of the Customer'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 Customer's Attachments in combination with Poles, or otherwise.
- (F) The provisions of this Article shall survive the expiration or termination of any Authorization issued under this tariff. In no event shall the Company or Customer 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 Authorization issued hereunder.

ARTICLE XI

INSURANCE

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

- (B) The amounts of such insurance, without deductibles shall be:

General Liability	- Aggregate Coverage	\$2,000,000
	Products & Completed Ops	\$1,000,000
	Personal Injury & Advertising	\$ 1,000,000
	Fire Legal Liability	\$ 500,000
	Premises Medical Payments	\$ 5,000

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- (C) The Customer shall also carry such insurance as will protect it from all claims under any applicable Workers' Compensation Law.
- (D) All insurance must be effective before the Customer attaches to any Pole and shall remain in force until such Attachments have been removed from all Poles.
- (E) The Customer shall submit to the Company certificates of insurance by each company insuring the Customer to the effect that it has insured the Customer for all liabilities of the Customer covered by this tariff, that the Company is an additional insured under the public liability policy, and that it will not cancel or change any such policy of insurance issued to the Customer except after the giving of at least 30 days' written notice to the Company. Evidence of coverage obtained by the Customer shall state that the coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by the Company. The Company shall have the right to inspect or obtain a copy of the applicable policies of insurance.
- (F) The Customer's property insurance policy shall contain a waiver-of-subrogation clause running to the Company. This must be reflected on the certificate of insurance provided by the Customer. The Customer agrees that this policy shall be the primary remedy for any losses covered by the policy.

ARTICLE XII

DEFAULT

- (A) If the Customer shall fail to comply with any of the terms or conditions of this tariff or default in any of its obligations under this tariff, or if the Customer's facilities are maintained or used in violation of any law, the Company shall give the Customer written notice of such default. The Customer shall take corrective action as necessary to eliminate the noticed default and shall confirm in writing to the Company within sixty days following such written notice that the default has ceased or been corrected. If the Customer fails within sixty days after written notice from the Company to correct such default and fails to give the written confirmation to the Company within the time stated above, the Company may at its option, as appropriate to the particular default, terminate

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all Authorizations granted hereunder, or the Authorization covering the Poles as to which such default or noncompliance shall have occurred.

- (B) If an insurance carrier at any time notifies the Company that the policy or policies of insurance required under Article XI will be cancelled or changed so that the requirements of that Article for the Customer specified in said notice will no longer be satisfied, then upon sixty days prior written notice by the Company to that Customer, all Authorizations for Attachments by that Customer shall terminate unless prior to the effective date of such cancellation or change, the Customer shall furnish to the Company certificates of insurance specifying insurance coverage in compliance with the provisions of Article XI.
- (C) In the event of termination of any Authorization granted hereunder by the Company, the Customer shall remove its Attachments from the Poles for which Authorization is terminated within six months from the date of termination. If the Customer does not remove its Attachments within the said six month time period, the Company shall have the right to remove them at the Customer's expense and without any liability to the Customer therefore. The Customer shall be liable for and pay all fees pursuant to the terms of this tariff to the Company until such Attachments are removed.


ARTICLE XIII

TERMINATION OF AUTHORIZATION BY CUSTOMER

The Customer may at any time terminate any Authorization granted hereunder upon written notice to the Company, payment and performance in full of all obligations and liabilities hereunder and upon removal of all Attachments for which the Authorization is being terminated, at the Customer's cost and expense. Billing for the Attachments removed shall cease as of the last day of the month in which notification was received. Following removal, no Attachment shall again be made to such Pole unless the Company has granted an Authorization therefore and the Customer shall have first complied with the provisions of this tariff as though no such Attachment had previously been made. Termination of any Authorizations issued hereunder shall not affect the Customer's liabilities and obligations incurred hereunder prior to the effective date of such termination.

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**ARTICLE XIV**

**MISCELLANEOUS**

- (A) Third Party Use of Attachment Space. Pole space authorized for a Customer is for the use of the Customer only, and the Customer shall not lease, sublicense, subauthorize, share with, convey or resell to any affiliates, subsidiaries or others any such space or Attachment or rights granted hereunder except as provided in Article V(J) (Overlash arrangements). Notwithstanding the foregoing provisions of this Section, the Customer may lease, sublicense, share with or otherwise convey an interest in its own Attachments hereunder to an affiliate, subsidiary or other third party, provided that: (a) the Customer remains responsible for compliance with the terms of this Tariff; (b) the Customer promptly discloses to the Company the existence of any such arrangements, the identity of the third party, and the locations of any such arrangements (by pole locations, to the extent practicable); and (c) the Attachments subject to such third party arrangements (other than Overlash arrangements pursuant to Article V(J)) shall be billed by the Company at the rate applicable to the Attachment, as set forth in Appendix I of this Tariff. In the event of any dispute concerning the application of this Section, the Company and the Customer will act in good faith to resolve such dispute, but each party shall have the right to seek a ruling from the Board concerning the application of this Section.
- (B) Failure to Enforce. Failure of the Company to enforce or insist upon compliance with any of the terms or conditions of this tariff or Authorizations granted hereunder or to give notice or declare any Authorization terminated shall not constitute a general waiver or relinquishment of any term or condition of this tariff or Authorization.

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- (C) Notices. All written notices required under this tariff shall be given by first class mail, electronically or by facsimile and if to the Company to: Green Mountain Power Corporation, Director of Transmission & Distribution, 163 Acorn Lane, Colchester, Vermont 05446. The Customer shall provide its notice information to the Company.
- (D) No Third Party Beneficiaries. Nothing in this tariff or any Authorization issued --- pursuant to this tariff shall be construed to create any duty to, any standard of care with reference to, or any liability to a person not a party to an Authorization. No undertaking by one party to any other under any provision of this tariff or any Authorization issued pursuant to this tariff shall constitute the dedication of that party's system or any portion thereof to the other party or to the public, nor affect the status of the Company as an independent public utility corporation, or the Customer as an independent entity.
- (E) Rights Cumulative. The rights and remedies provided by this tariff are cumulative and the use of any one right or remedy by the Company or the Customer shall not preclude or waive its rights to any or all other remedies. Said rights and remedies are given in addition to any other rights the Company or the Customer may have by law, statute, ordinance or otherwise, except as remedies are expressly limited in this tariff or any Authorization or Vermont Public Service Board Rule 3.700.

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APPENDIX I

SCHEDULE OF FEES AND CHARGES

(A) Attachment Fees

1. Fees shall be payable in advance quarterly on March 31, June 30, September 30 and December 31.

The attachment fees shall be based on the number of Poles for which Authorizations for Attachments have been issued on the first day of the applicable three month period and shall include a proration from the date that the prior payment period commenced for additional Poles for which Authorizations have been issued during that period.


2. The annual attachment fees payable to the Company for Attachments are:

\$10.00 per Cable Attachment per Pole owned entirely by the Company

\$10.00 per Cable Attachment per Pole on the Company's Poles owned jointly with others, multiplied by the Company's proportionate ownership share.

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(B) Legacy Consolidated Communications Attachment Fees

Attachments that were subject to legacy Consolidated Communications pole attachment tariff rates prior to GMP acquisition of Consolidated Communications poles shall continue to pay the rates that were set forth in the Consolidated Communications pole attachment tariff [Fourth Revised Pole Attachments Section 3 Page 1 and Third Revised Pole Attachments Section 3 Page 2, both effective 9/1/08] as of the date of acquisition of poles for a period of four years from acquisition or upon amendment of VT PUC Rule 3.706(D)(1), whichever is earlier. In all other respects, the terms of this Tariff shall apply.

(C) Other Charges

All charges for Field Survey, inspections, Make-Ready Work, removal of the Customer's facilities from the Company's Poles and any other work performed for the Customer shall be the cost to the Company of such field work. The Company and the Customer may agree to a flat-rate billing arrangement in lieu of the arrangement described in the preceding sentence.

(D) Payment Date

All fees and charges shall be paid within 30 days after presentment of the bill or on the specified payment date, whichever is later. In the event of an untimely payment, a late payment charge shall accrue and be payable to the Company at the rate of 1 'A% per month from and after the billing date. The payment of any -late payment charge shall not cure or excuse any default by the Customer under this tariff.

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APPENDIX II  
PROTOCOL IN CONNECTION WITH POLE ATTACHMENTS BY  
BROADBAND SERVICE PROVIDERS OR WIRELESS TELEPHONE  
OPERATORS

A) Introduction


This Protocol establishes the requirements to be implemented in connection with the attachment of Wireless Service Provider's Facilities by Broadband Service Providers or Wireless Telephone Operators (individually or together the "Customer" or "Wireless Service Provider") to space on Poles that are not ordinarily used for attachments including space ordinarily used only for the attachment of electric distribution facilities or for equipment that is unusually large. Nothing herein is intended to confer any right to a Broadband Service Provider or Wireless Telephone Service Provider to attach cables, fibers, lines, strands or other attachments from pole to pole or facilities which do not qualify as Wireless Service Provider's Facilities. Such attachments are governed under other provisions of the Company's Rules and Regulations for Pole Attachment Service (the "Tariff"). To the extent this Protocol differs from other Tariff provisions, this Protocol controls, otherwise relevant Tariff articles apply.

B) Definitions: Terms defined in the Tariff, including the definition of Broadband Service Provider, shall have the meanings defined therein, as the same may be amended or revised from time to time. In addition, the following terms shall have the following meanings:

- 1) Wireless Telephone Operator -- means an entity authorized to do business in the state of Vermont that seeks to attach facilities that ultimately will be used to offer wireless telephone access to the public. A Wireless Telephone Operator who does not hold a certificate of public good from the Board must, before availing itself of the provisions of the Tariff and this Protocol, file with the Board and the Company an affidavit that sets forth the Operator's name, form of legal entity, contact information, agent for service of process, proposed general area of service, proof of insurance in the amounts specified in the Tariff, and a representation that the Provider will abide by the terms and conditions of the Tariff, this Protocol and Board Rule 3.700.
- 2) Wireless Service Provider's Facilities — means any antenna, hardware, cable, wire, apparatus or other facilities, attachment or addition to a Pole or right of way by a

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Broadband Service Provider or Wireless Telephone Operator and used in its provision of wireless internet access or wireless telephone service to the public.


- 3) Licensed Professional Engineer — means a person licensed to provide professional engineering services pursuant to Chapter 29 of Title 26 of the Vermont Statutes Annotated.
- 4) Construction Standards — means the engineering and construction requirements for the attachment of Wireless Service Provider's Facilities to the Company's Poles developed and maintained by the Company. The purpose of the Construction Standards shall be to provide guidance for the attachment of Wireless Service Provider's Facilities to promote and facilitate such attachment, while protecting the public's health and safety, protecting worker safety, providing for the least-cost provision of electric service, and maintaining the stability and reliability of the Company's electric system. The Company reserves the right to update its Construction Standards from time to time.

C) Application

- 1) The Customer shall provide the Company with a completed application accompanied by an advance payment in accordance with the Tariff requesting review of one or more proposed locations for the attachment of the Wireless Service Provider's Facilities. In that application, the Customer shall provide the following information:
  - a. A set of design plans and specifications for each device or piece of equipment comprising the Wireless Service Provider's Facilities that the Customer proposes to have attached on a Pole. The Customer's design shall be certified by a Licensed Professional Engineer, at the Customer's expense, prior to its submission to the Company, except as set forth in section G, 1).
  - b. Proposed attachment location by municipality, and Company line # and pole # when possible, including the specific points of attachment for the Wireless Service Provider's Facilities on each proposed Pole.

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- c. If the Company is not the pole owning utility but is a franchised provider of electric distribution service with facilities located on the Pole, the Customer shall submit a completed application to the Company and the Pole owning utility.

D) Make-Ready Survey

1) A Make Ready Survey will be required for each Pole for which the attachment of Wireless Service Provider's Facilities is requested.

2) The Company shall determine, based on the pre-construction survey, if its attachments on the Pole can be reasonably rearranged or replaced to accommodate the Customer's attachments. The Company shall specifically provide its reasons for any denial of access if the Customer's request can not be accommodated.

E) Make Ready Work

1) Installation


- a. The Customer shall be authorized to have Wireless Service Provider's Facilities attached within or above the Electric Supply Space consistent with the requirements of the Tariff and this Protocol. All such installations of a Wireless Service Provider's Facilities must conform to the specifications set forth in Article VII (B) of the Tariff.
- b. Installation and maintenance of Wireless Service Provider's Facilities located within or above the Electric Supply Space shall only be performed by the Company or its outside contractors qualified to work above the communication and safety zones within the Electric Supply Space on a Pole and shall be billable to the Customer.

F) Suitability for Pole Attachments

The Company and the Customer shall determine the suitability of the Company's Pole for the placement and maintenance of Pole attachments as set forth in this section.

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- 1) The Company shall determine the suitability of its Poles for Pole attachments on a case-by-case basis, pursuant to PSB Rule 3.701(C).
- 2) The Company may offer the placement of a separate Pole pursuant to PSB Rule 3.708(K).
- 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 Company.
- 4) All attachments shall preserve climbing access to all facilities.
- 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 Company's equipment wouldn't be hampered by the Customer's attached equipment.
  - h. Poles with two sets of cross arms where the cross arms occupy all four quadrants on the Pole.

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- 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 Company'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.

6) For poles serviced by bucket trucks, all Pole-top attachments must be accessible with the aerial lift device used by the Company. The maximum height of the attachments will depend on the Company's aerial lift trucks. Exact antenna height restrictions will be determined by field inspection at the proposed antenna location.

G) Structural

The Company and the Customer shall adhere to the Structural Guidelines as set forth in this section.


- 1) Antenna support structures shall be designed to withstand load requirements specified by the NESC. The Company 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. a) Pole-top attachments complying with the "Vermont Standard"<sup>1</sup> pole-top attachment design (if and when approved by the Company) shall not require additional review by a Licensed

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<sup>1</sup> The "Vermont Standard" is currently under design by the Vermont Telecommunications Authority.

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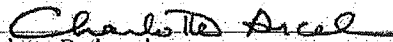
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Professional Engineer. b) The Company may require that a Licensed Professional Engineer perform an analysis at the Customer's expense if the proposed attachment does not comply with subparagraph a) above. The Company and the Customer may submit the analysis with the application, or the Company may obtain the analysis as part of the make-ready.

- 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.
- 3) Washers shall be used on all fastening hardware.
- 4) 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.
- 5) The Company shall designate the quadrant or quadrants of the Pole to be used by the Customer in order to minimize conflicts with Pole climbing.
- 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.
  - 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 Company's safe approach distance.

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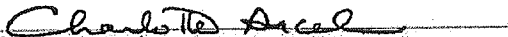
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- e. The antenna mast shall be of sufficient length to allow it to extend from the communications space through the safety and electric supply spaces and above the pole sufficiently to allow the antennas to be attached in compliance with 4.7.a.
  - 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.
- 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 street light bracket shall be ten (10) feet or shorter.
  - e. The street light bracket shall be a minimum of two (2) inch diameter arm.
  - f. Installation and maintenance on all attachments to street light brackets must be performed by qualified Company personnel.
  - g. There will be no attachments to street light brackets which are mounted in the safety space, unless allowed by NESC.
- 7) The Customer shall include adequate fault current protection on all installations.
- 8) The Company shall provide power to the Customer's equipment under an authorized Tariff or a special contract, which shall be filed with the Vermont Public Service Board.

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H) Grounding


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

I) Maintenance and Safety:

- 1) The Customer 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, Vermont Public Service Board Rule 3.700 regulations and the Company's Construction Standards and Tariff.
- 2) It is the responsibility of the Customer to ensure its employees and contractors are trained to comply with the Specifications set forth above in this Protocol and the Tariff.
- 3) The Customer's personnel are not permitted to access the Pole above the communications space. Only approved Company personnel or contractors under the direction of an authorized Company employee are permitted to access this section of the Pole.
- 4) Any Customer Wireless Service Provider's Facilities installed below the safety zone on a Pole shall be maintained by the Customer.
- 5) The Company shall, at the Customer's expense, construct and maintain the Customer's attachment of Wireless Service Provider's Facilities on the Company's Poles, installed above the safety zone on the Pole and anchors and/or rights of way in a safe condition and in a manner acceptable to the Company, so as not to conflict with the use of the Company's Poles anchors and/or rights-of-way by the Company or by another authorized user of the Company's Poles, anchors and/or

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RULES AND REGULATIONS FOR POLE ATTACHMENT SERVICE

rights-of-way nor electrically interfere with the Company's facilities thereon. Should the Company not be the pole owning utility but be a franchised provider of electric distribution service with facilities located on the Pole, the Company shall exercise the same control, and the attachment shall be subject to the same requirements, as if the Company were the pole owning utility.

- 6) The Customer must contact the Company to indicate when maintenance of an attachment is required and shall work cooperatively with the Company when the Company is performing maintenance work on its facilities and/or attachments. The Customer shall provide the Company with written instructions describing in sufficient detail the installation or maintenance work to be performed and shall reimburse the Company for its actual costs of such work if a part of the make ready process and by an established job order process if outside the normal make ready process. Cooperative practice shall include a system of notification or request for maintenance by phone, facsimile, answering system, or otherwise for scheduling purposes. Such system may be established between the parties via inter-company operating procedures that are consistent with the terms of the Tariff and this Protocol.
- 7) Any tree trimming in the Company's right of way required for the Customer's facilities will be coordinated through the Company at the expense of the Customer. 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 Customer in advance of any such work..
- 8) The Customer must comply with the Company's time schedule and provide appropriate resources to assist the Company if the Company performs work on the Poles on which the Customer maintains attachments of Wireless Service Provider's Facilities. Should the Customer fail to comply with the Company's time schedule or fail to provide appropriate resources to assist the Company, in addition to any other requirements of the Tariff, the Customer shall be responsible to reimburse the Company for all incremental costs it incurs due to the Customer's failure. In addition, the Company shall be authorized to remove the Customer's attached Wireless Service Provider's Facilities as is reasonably required to permit the Company to perform work on said Poles.

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- 9) The Customer must provide switches that shut off all power to and from its equipment. These switches must be clearly marked and accessible to all Company personnel. Company 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.
- 10) The Customer is required to follow FCC signage requirements.
- 11) The Customer 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.
- 12) In the event of a storm, the Customer acknowledges that the Company's first priority will be the restoration of electric service to its customers. Only after electric service is safely restored, will the Company provide maintenance on the Customer's attachments. The Customer may request that Outside Contractors be utilized as provided in Article V(I) of the Tariff.

J) Default: Should the Customer fail to pay any charges associated with its attachment, file bankruptcy, and/or stop conducting its business, or otherwise violate the terms and conditions applicable to its attachment, the Company may remove the attachment with thirty (30) days prior written notice. Failure to remove the attachment does not constitute waiver of Company's right to do so.

K) Acquisition of Property Rights. Upon request, the Company may assist the Customer in securing easement rights or other rights to allow for the attachment of the Customer's Wireless Service Provider's Facilities on the Company's Pole. The Customer shall be responsible for any and all costs associated with the Company's acquisition of these rights, including costs associated with exercising the Company's rights under eminent domain in a condemnation proceeding or in such other permitting or regulatory proceedings required to obtain such rights, licenses, permits or easements necessary for the attachments of the Customer's facilities to the Company's Pole. To the extent that any rights of the Company for the placement of Wireless Service Provider's Facilities are found to be inadequate for the attachment of the Customer's facilities, the Customer agrees to

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indemnify the Company for actual costs, including attorney's fees, necessary or required to correct for such inadequacy.

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GREEN MOUNTAIN POWER CORPORATION  
STATEMENT OF GENERALLY AVAILABLE RATE, TERMS AND CONDITIONS FOR  
ATTACHMENTS AND INSTALLATIONS REQUIRED UNDER 30 V.S.A. § 8097

**Available and applicable throughout the Company's Service territory.**

**ARTICLE I**

**DEFINITIONS**

As used in this Statement of Generally Available Rates Terms and Conditions for Attachments and Installations Required under 30 V.S.A. § 8091 the following terms shall have the following meanings.

"Authorization" shall mean written approval from the Company that the Customer may make a Communications Facility attachment to specific transmission poles or generating facilities. Reference herein to transmission poles shall include towers.

"Communications Facilities" shall mean facilities that are used to send and receive audio, images, data, or other information via any electromagnetic media, including wires, cables, microwaves, radio waves, light waves or any combination of these or similar media.

"Communications Service Provider" or "Customer" shall mean the Vermont telecommunications authority, a company subject to the jurisdiction of the Vermont Public Service Board under 30 V.S.A. § 203(5) or § 502, or a broadband service provider who is considered to be an "Attaching Entity" pursuant to 30 V.S.A. § 209(9).


"Company" shall mean Green Mountain Power Corporation.

"Construction Standards" shall mean the engineering and construction requirements for the attachment of Communications Facilities to the Company's transmission poles developed and maintained by the Company. The purpose of the Construction Standards shall be to provide guidance for the attachment of Communications Facilities to promote and facilitate such attachment, while protecting the public's health and safety, protecting worker safety, providing for the least-cost provision of electric service, and maintaining the stability and reliability of the Company's electric system. The Company reserves the right to update its Construction Standards from time to time.

"Field Survey Work or Survey Work" shall mean a survey of the transmission poles on

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which the Customer wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required Communications Facility attachment, and to provide the basis for estimating the cost of this work.

“Licensed Professional Engineer” shall mean a person licensed to provide professional engineering services pursuant to Chapter 29 of Title 26 of the Vermont Statutes Annotated.

“Make-Ready Work” shall mean the work required (rearrangement and/or transfer of existing facilities on a transmission pole, replacement of a pole or any other changes) to accommodate the Customer's Communications Facilities on a transmission pole.

“Other Attachee” shall mean any entity, other than the Customer, to which the Company has or hereafter shall extend the privilege of attaching facilities to the Company's transmission poles or generating facilities.

“Statement” shall mean this Statement of Generally Available Rates, Terms and Conditions, including Appendix I hereto, as the same may be revised from time to time and in effect with the Vermont Public Service Board.


## ARTICLE II

### SCOPE OF STATEMENT

- (A) This Statement is applicable to Communications Service Providers requesting to attach or attaching Communications Facilities to the Company's electric transmission and generation facilities as provided herein. Subject to the provisions of this Statement, including the Customer's payment of the fees and charges required in Appendix I, the Company has or will issue to the Customer revocable, nonexclusive Authorizations for the attachment of the Customer's Communication Facilities to the Company's transmission poles or generating facilities as specified in the Authorization.
- (B) For wireline Communications Facilities, attachment shall be limited to transmission poles on the terms and conditions provided for herein. For wireless communications, attachment may be made to transmission poles or generation facilities on the terms and conditions provided for herein. In the case of transmission poles carrying voltages of 100 kV or

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higher, the Company may limit attachment of Communication Facilities to fiber optic facilities or may offer Communication Service Providers use of the Company's fiber optic facilities installed on such transmission poles.

- (C) Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to the Customer. The Company shall have the right to grant, renew and extend rights and privileges to others by contract or otherwise, to use any transmission pole or generating facility.
- (D) No use, however extended, of the Company's transmission pole or generating facility or payment of any fees or charges required under this Statement shall create or vest in the Customer any ownership or property rights in such transmission pole or generating facility. Neither this Statement nor any Authorization granted hereunder shall constitute an assignment of any of the Company's rights to use the public or private property at the location of the Company's transmission pole or generating facilities.
- (E) Nothing contained in this Statement shall be construed to compel the Company to construct, retain, extend, place or maintain any transmission pole or other facilities not needed for the Company's own electric service requirements. The Company may relocate, remove, modify or reconfigure its transmission poles or other facilities as deemed prudent in its sole judgment.
- (F) Nothing contained in this Statement shall be construed as a limitation, restriction, or prohibition against the Company with respect to any contract which the Company has heretofore entered into, or may in the future enter into, with others regarding the transmission poles or generating facilities covered by this Statement.
- (G) The Company may deny the Customer access for reasons of safety, reliability, or generally applicable and accepted engineering standards.
- (H) No Authorization granted under this Statement shall extend to any of the Company's transmission poles or generating facilities where it has been determined by a court of law or by the Public Service Board that the placement of the Customer's Communications Facilities would result in a forfeiture of the rights of the Company to occupy the property on which

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such transmission poles or generating facilities are located. If placement of the Customer's Communications Facilities results in a forfeiture of the rights of the Company to occupy such property, the Customer agrees to remove its Communications Facilities within 60 days of receipt of notice from the Company; and the Customer agrees to pay the Company all losses, damages and costs incurred as a result thereof. Nothing herein modifies the right of any party to seek recourse through legal or regulatory process.

- (I) When constructing or substantially reconstructing transmission poles, the Company shall allow for the construction and maintenance of Communications Facilities thereupon if requested by a Communications Service Provider on the terms and conditions of this Statement and payment to the Company based on the incremental cost of adding the Communications Facilities to the project as long as the Communications Facilities will provide service in the municipality in which they are located and surrounding municipalities.
- (J) The Company may negotiate rates, terms and conditions of service that deviate from this Statement, but the Company shall not refuse a request to provide service in accordance with the rates, terms and conditions set forth in this Statement.


**ARTICLE III**

**FEES AND CHARGES**

The Customer agrees to pay to the Company the fees and charges as specified in and in accordance with the applicable terms and conditions in Appendix I. Changes or amendments to Appendix I may be effected by a separate filing with the Vermont Public Service Board, effective upon the date approved by the Vermont Public Service Board whereupon it shall immediately become a part of the terms and conditions of this Statement. The Company shall provide the Customer with at least 60 days written notice prior to the effective date of any increase in attachment rates pursuant to any such Appendix I filing.

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ARTICLE IV

ADVANCE PAYMENT FOR FIELD SURVEY AND MAKE-READY

The Customer shall make an advance payment to the Company prior to the required Field Survey Work and any Make-Ready Work required in an amount specified by the Company sufficient to cover the estimated cost of the Survey Work and any Make-Ready Work as provided in Appendix I. The costs of the Survey Work and Make-Ready Work performed shall be payable whether or not the Customer makes any attachments of Communications Facilities. After completion of Make-Ready Work, the Customer shall pay the cost of all Make-Ready Work actually performed based on Appendix I that has not been prepaid, or shall be refunded any excess of the prepayment over such actual cost.

ARTICLE V

APPLICATION, SURVEYS AND MAKE-READY


(A) Application and Authorization. Prior to attaching to any transmission pole or generating facility, the Customer shall make written application and have received an Authorization for attachment from the Company. Applications received by the Company from two or more Customers for attachment accommodations on the same transmission pole or generating facility, prior to the commencement of any Field Survey or Make-Ready Work required to accommodate any Customer, will be processed by the Company on the basis of the first received.

1) In that application, the Customer shall provide the following information:

- a. A set of design plans and specifications for each device or piece of equipment comprising the Communications Facilities that the Customer proposes to have attached on a transmission pole or generating facility. The Customer's design shall be certified by a Licensed Professional Engineer, at the Customer's expense, prior to its submission to the Company, unless waived by the Company at its discretion.

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- b. Proposed attachment location by municipality, and Company line # and pole # when possible, including the specific points of attachment for the Communications Facilities.
- (B) Field Survey. A Field Survey may be required for each transmission pole or generating facility for which initial attachment or material alteration or relocation thereof (as described in subparagraph (C) of this Article and Article VII(I)) is requested to determine the adequacy of the each transmission pole or generating facility to accommodate the Customer's Communications Facility attachments. Such determination shall be made on a case by case basis. The Company and any Other Attachee will cooperate to perform any Field Survey determined necessary by the Company and the Customer shall be afforded reasonable advance notice of and opportunity to participate in the Field Survey process. The Company shall determine based on the Field Survey if the Customer's proposed attachment can be accommodated and of any rearrangement or other work to do so. If after the Field Survey the Company intends to deny access under Article II of this Statement, it shall state with specificity the grounds for the denial.
- (C) Make-Ready Work. The Customer shall be responsible for the costs of the Company's Make-Ready Work only at the time of initial attachment or material alteration of an existing attachment of a Communications Facility and only when such costs are caused by the initial attachment or material alteration of an existing attachment. A material alteration occurs when, after initial attachment of Communications Facilities, the Customer adds equipment which either requires additional clearance or adds sufficient additional stress to the transmission pole to require Make-Ready Work, but does not include a rebuild of the Customer's system with substantially similar equipment. Notwithstanding the foregoing, if at any time it is reasonably determined by the Company that the Customer's attachments are responsible for a transmission pole not being in compliance with the specifications in Article VII hereof, the Customer shall pay for all Make-Ready costs of bringing the pole into compliance, including a replacement pole if necessary and reimbursing each Other Attachee, including the Company, for any expense incurred in transferring or rearranging its facilities.
- (D) Outside Contractors. The Company shall maintain a list of contractors whom it allows to perform Surveys, Make-Ready Work, installation or maintenance or other specified tasks

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upon its equipment. In the event that the Company cannot perform such work in a timely manner, the Customer may demand that outside contractors be sought. The Company shall thereupon exercise its best efforts to hire one or more contractors from the list to perform such work, under the supervision and control of the Company.

**ARTICLE VI**

**LEGAL REQUIREMENTS**

- (A) Property Interest, Authorizations and Permits. The Company shall make available whatever property interest it has obtained with respect to the placement of Communication Facilities on the transmission poles and generating facilities, but shall not be required to request additional property interests solely for the benefit of the Customer. The Customer shall be responsible for obtaining, at its sole cost and expense, from all appropriate public and private persons and entities any required consents, permits or authorizations to construct, operate or maintain its Communications Facilities on public and private property at the location of the Company's transmission poles or generating facilities which the Customer uses and, upon the reasonable request of the Company, shall submit to the Company evidence of such consent, permits and authority before making Attachments. If any permitting authority requires the participation of the Company, the Company shall cooperate in good faith with the Customer.
- (B) Compliance with Law. The parties hereto shall at all times observe and comply with, and the provisions of this Statement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this Statement.

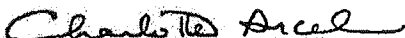
**ARTICLE VII**

**SPECIFICATIONS, CONSTRUCTION AND MAINTENANCE OF  
ATTACHMENTS**

- (A) Company to Construct and Maintain Communications Facilities. Except as otherwise provided by the Company in a written notice to the Customer, the Company shall, at the Customer's expense, construct and maintain the Customer's Communications Facilities using its own or outside contractors in cooperation with the Customer on transmission poles and

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generating facilities in a safe condition so as not to conflict with the use of the transmission poles or generating facilities by the Company or by an Other Attachee nor electrically interfere with the Companies' facilities thereon. The Customer must contact the Company to indicate when maintenance of Communications Facilities is required and shall work cooperatively with the Company when the Company is performing maintenance work on its Communications Facilities. The Customer shall provide the Company with written instructions describing in sufficient detail the installation or maintenance work to be performed and shall reimburse the Company for its actual costs of such work if a part of the Make-Ready process and by an established job order process if outside the normal Make-Ready process. Cooperative practice shall include a system of notification or request for maintenance by phone, facsimile, answering system, or otherwise for scheduling purposes. Such system may be established between the parties via inter-company operating procedures that are consistent with the terms of this Statement.

- (B) Tree Trimming. Any tree trimming in the Company's right of way required for the Customer's facilities will be coordinated through the Company at the expense of the Customer. Any permits or rights-of-way required for tree trimming necessary to install, maintain, restore or otherwise service the Communications Facilities shall be obtained by the Customer in advance of any such work.
- (C) Customer's Responsibilities for Scheduling and Resources. The Customer must comply with the Company's time schedule and provide appropriate resources to assist the Company if the Company performs work on the transmission poles on which the Customer maintains attachments of Communications Facilities. Should the Customer fail to comply with the Company's time schedule or fail to provide appropriate resources to assist the Company, in addition to any other requirements of this Statement, the Customer shall be responsible to reimburse the Company for all incremental costs it incurs due to the Customer's failure. In addition, the Company shall be authorized to remove the Customer's attached Communications Facilities as is reasonably required to permit the Company to perform work on said transmission poles.
- (D) RF Signage and Switches. The Customer must provide switches that shut off all power to and from its equipment. These switches must be clearly marked and accessible to all Company personnel. Company personnel must be able to clearly determine by visible

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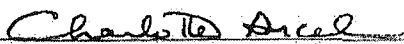
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means that the RF output of the subject system is disabled. "Keep-out" tags shall be placed on the disconnecting devices during service. The Customer is required to follow FCC signage requirements. The Customer shall provide identification apparatus 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.

- (E) Storm Restoration. In the event of a storm, the Customer acknowledges that the Company's first priority will be the restoration of electric service to its customers. Only after electric service is safely restored, will the Company provide maintenance on the Customer's attachments of Communications Facilities. The Customer may request that Outside Contractors be utilized as provided in Article V(D) of this Statement.
- (F) Specifications. The Customer's Communications Facilities shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the Bell System Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC) the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA), the Vermont Occupational Safety and Health Act (VOSHA), the Company's Construction Standards and any other governing authority having jurisdiction over the subject matter. Where a difference in specifications exists, the more stringent shall apply, provided that if the Company's Construction Standards are the more stringent, the Company must provide such standards to the Customer reasonably in advance before construction work is begun. The Company shall provide a copy of its Construction Standards to the Customer upon its request.
- (G) Consent for Relocation or Replacement of Attachments. If the Customer desires to relocate or replace any of its Communications Facilities located on the Company's transmission poles or generating facilities, it shall obtain specific written authorization from the Company before such relocation or replacement.

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ARTICLE VIII

INDEMNITIES, LIABILITY AND DAMAGES

- (A) Except in the event of the Company's negligence, gross negligence or willful default, the Company shall not be liable to the Customer for any interruption of or interference with the operation of the Customer's services, or otherwise, arising in any manner out of the use of the Company's transmission poles or generating facilities. The Company shall promptly report to the Customer any damage to the Customer's Communications Facilities.
- (B) The Customer and the Company shall each exercise due care to avoid damaging each other's facilities and the facilities of others attached to the Company's transmission poles or generating facilities, and the Customer and the Company, each, assumes all responsibility for any and all loss, damage or injury caused by its respective employees, agents or contractors. The Customer or the Company shall promptly report to the other and any Other Attachee any such loss, damage or injury and agrees to reimburse the parties suffering loss, damage or injury caused by it.
- (C) Except as may be caused by the negligence of the party seeking indemnification, the Company and the Customer 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 (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 (a) any work or thing done upon the transmission poles or generating facilities or any part thereof by the indemnifying party or any of its agents, contractors, servants, or employees; (b) any use or occupation of said transmission poles or generating facilities 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 agents, contractors, servants, or employees, for which the party seeking indemnification may be found liable; (d) any incident, injury (including death) or damage to any person or property occurring upon said transmission poles or generating facilities 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, terms or conditions contained in this Statement; (f) payments made under any worker's

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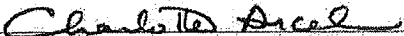
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- compensation law or under any plan for employees disability and death benefits arising out of any use of the transmission poles or generating facilities by the indemnifying party of any of its agents, contractors, servants or employees; (g) the erection, 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 transmission poles or generating facilities 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; and (h) 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.
- (D) The Customer shall indemnify, save harmless and defend the Company from any and all claims and demands of whatever kind which arise directly or indirectly from the operations of the Customer's Communications Facilities, 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 Customer's Communications Facilities in combination with transmission poles or generating facilities, or otherwise.
- (E) The provisions of this Article shall survive the expiration or termination of any Authorization issued under this Statement. In no event shall the Company or Customer be liable to one another for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out of this Statement or any Authorization issued hereunder.

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ARTICLE IX

INSURANCE

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

(B) The amounts of such insurance, without deductibles shall be:

General Liability	Aggregate Coverage	\$ 2,000,000
	Products & Completed Ops	\$ 1,000,000
	Personal Injury & Advertising	\$ 1,000,000
	Fire Legal Liability	\$ 500,000
	Premises Medical Payments	\$ 5,000

(C) The Customer shall also carry such insurance as will protect it from all claims under any applicable Workers' Compensation Law.

(D) All insurance must be effective before the Customer attaches Communications Facilities to any transmission poles or generating facilities and shall remain in force until such Communications Facilities have been removed.

(E) The Customer shall submit to the Company certificates of insurance by each company insuring the Customer to the effect that it has insured the Customer for all liabilities of the Customer covered by this Statement, that the Company is an additional insured under the public liability policy, and that it will not cancel or change any such policy of insurance issued to the Customer except after the giving of at least 30 days' written notice to the Company. Evidence of coverage obtained by the Customer shall state that the coverage provided is primary and is not excess to or contributing with any insurance or self-

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insurance maintained by the Company. The Company shall have the right to inspect or obtain a copy of the applicable policies of insurance.

- (F) The Customer's property insurance policy shall contain a waiver-of-subrogation clause running to the Company. This must be reflected on the certificate of insurance provided by the Customer. The Customer agrees that this policy shall be the primary remedy for any losses covered by the policy.


**ARTICLE X**

**DEFAULT**

- (A) If the Customer shall fail to comply with any of the terms or conditions of this Statement or default in any of its obligations under this Statement, or if the Customer's Communications Facilities are maintained or used in violation of any law or if the Customer shall file for bankruptcy or cease conducting its business, then, in any such event the Company shall give the Customer written notice of such default. The Customer shall take corrective action as necessary to eliminate the noticed default and shall confirm in writing to the Company within thirty days following such written notice that the default has ceased or been corrected. If the Customer fails within thirty days after written notice from the Company to correct such default and fails to give the written confirmation to the Company within the time stated above, the Company may at its option, as appropriate to the particular default, terminate all Authorizations granted hereunder, or the Authorization covering the transmission poles or generating facilities as to which such default or noncompliance shall have occurred and may remove the Communications Facilities.
- (B) If an insurance carrier at any time notifies the Company that the policy or policies of insurance required under Article IX will be cancelled or changed so that the requirements of that Article for the Customer specified in said notice will no longer be satisfied, then upon sixty days prior written notice by the Company to that Customer, all Authorizations for Communications Facilities by that Customer shall terminate unless prior to the effective date of such cancellation or change, the Customer shall furnish to the Company certificates of insurance specifying insurance coverage in compliance with the provisions of Article IX.

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- (C) In the event of termination of any Authorization granted hereunder by the Company, the Customer shall remove its Communications Facilities from the transmission poles or generating facilities for which Authorization is terminated within six months from the date of termination. If the Customer does not remove its Attachments within the said six month time period, the Company shall have the right to remove them at the Customer's expense and without any liability to the Customer therefore. The Customer shall be liable for and pay all fees pursuant to the terms of this Statement to the Company until such Communications Facilities are removed.

**ARTICLE XI**

**TERMINATION OF AUTHORIZATION BY CUSTOMER**

Customer may at any time terminate any Authorization granted hereunder upon written notice to the Company, payment and performance in full of all obligations and liabilities hereunder and upon removal of all Communications Facilities for which the Authorization is being terminated, at the Customer's cost and expense. Billing for the Communications Facilities removed shall cease as of the last day of the month in which notification was received. Following removal, no Communication Facilities shall again be made to such transmission pole or generating facility unless the Company has granted an Authorization therefore and the Customer shall have first complied with the provisions of this Statement as though no such attachment of Communications Facilities had previously been made. Termination of any Authorizations issued hereunder shall not affect the Customer's liabilities and obligations incurred hereunder prior to the effective date of such termination.


**ARTICLE XII**

**MISCELLANEOUS**

- (A) Failure to Enforce. Failure of the Company to enforce or insist upon compliance with any of the terms or conditions of this Statement or Authorizations granted hereunder or to give notice or declare any Authorization terminated shall not constitute a general waiver or relinquishment of any term or condition of this Statement or Authorization.

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- (B) Notices. All written notices required under this Statement shall be given by first class mail, electronically or by facsimile and if to the Company to: Green Mountain Power Corporation, Director of Transmission & Distribution, 163 Acorn Lane, Colchester, Vermont 05446. The Customer shall provide its notice information to the Company.
- (C) No Third Party Beneficiaries. Nothing in this Statement or any Authorization issued pursuant to this Statement shall be construed to create any duty to, any standard of care with reference to, or any liability to a person not a party to an Authorization. No undertaking by one party to any other under any provision of this Statement or any Authorization issued pursuant to this Statement shall constitute the dedication of that party's system or any portion thereof to the other party or to the public, nor affect the status of the Company as an independent public utility corporation, or the Customer as an independent entity.
- (D) Rights Cumulative. The rights and remedies provided by this Statement are cumulative and the use of any one right or remedy by the Company or the Customer shall not preclude or waive its rights to any or all other remedies. Said rights and remedies are given in addition to any other rights the Company or the Customer may have by law, statute, ordinance or otherwise, except as remedies are expressly limited in this Statement or any Authorization, statute or law or Vermont Public Service Board Rules.

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APPENDIX I  
SCHEDULE OF FEES AND CHARGES

(A) Attachment Fees

- 1. Fees shall be payable on a monthly basis.

The attachment fees shall be based on the number of transmission poles for which Authorizations have been issued on the first day of each month. In addition, the first payment for Authorizations issued under this Statement shall include a proration from the date the Authorization was issued to the first regular monthly payment.

- 2. The attachment fees payable to the Company whether attachment is made to a transmission pole or generating facility for each Communications Facility are:

Repeater	\$700.00/month
Microcell	\$1,100.00/month
Full BTS	\$ 1,500.00/month
Fiber - attachment	\$50. 00/pole/year/0-48 fiber increment
Fiber — maintenance	\$1,000/mile/year/0-48 fiber increment

The above fee schedule shall remain in effect for a period of three (3) years after the effective date of this Statement. Beginning on the third anniversary of this Statement, and continuing for each subsequent year of this Statement, the attachment fees shall be increased on an annual basis by an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) maintained by the Bureau of Labor Statistics or by reference to a comparable index if the CPI-U index has been discontinued.

(B) Other Charges

All charges to the Company by third parties for field survey, inspections, make-ready

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work, construction, maintenance and removal of the Customer's Communications Facilities and any other work performed for the Customer shall be the cost to the Company of such work plus ten percent. All charges for work performed by the Company's employees for the Customer shall be in accordance with the Company's contract rate billing schedule for such services, as the same may be in effect from time to time.

(C) Payment Date

All fees and charges shall be paid within 30 days after presentment of the bill or on the specified payment date, whichever is later. In the event of an untimely payment, a late payment charge shall accrue and be payable to the Company at the rate of 1 %% per month from and after the billing date. The payment of any late payment charge shall not cure or excuse any default by the Customer under this Statement.

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