

POLE ATTACHMENT AGREEMENT

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## POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
Between DFT LOCAL SERVICE CORPORATION, a corporation organized and existing under the laws of the State of DELAWARE, having its principal office at 40 TEMPLE STREET, FREDONIA, NEW YORK 14063 (hereinafter called "Licensor"), and \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_ (hereinafter called "Licensee").

### WITNESSETH

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

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of said cables, equipment and facilities on its poles.

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

### ARTICLE I

#### SCOPE OF AGREEMENT

Subject to the provisions of this Agreement, the Licensor will issue to Licensee for any lawful purpose revocable, nonexclusive licenses authorizing the attachment of Licensee's equipment and facilities to Licensor's poles as depicted on Exhibit A which may be amended as needed.

### ARTICLE II

#### DEFINITIONS

##### 1. Anchor

A facility consisting of an assembly of a rod secured to a fixed object or plate designed to resist the pull of a guy strand or strands.

##### 2. Anchor Attachment

A guy strand attached to an anchor solely owned or jointly owned by Licensor or for which Licensor is responsible for authorizing attachments.

##### 3. Licensor

DFT LOCAL SERVICE CORPORATION. The owner or custodian of a pole and the only party permitted to issue licenses to that pole and its associated anchor(s).

##### 4. Licensee

XXXXXXXXXXXX (Licensee) the corporation or other legal entity authorized by the Licensor under this Agreement to attach its facilities to utility poles and anchors and the party responsible for compliance with Licensor's regulations regarding such accommodations.

##### 5. Licensee's Facilities

The cables and all associated equipment and hardware installed the Licensee.

6. Guy Strand

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

7. Joint Owner

A person, corporation or other legal entity having an ownership interest in a pole and/or anchor with the Licensor.

8. Joint User

A party who owns poles or anchors to which the Licensor is extended or may hereafter be extended joint use privileges, or to which the Licensor has extended or may hereafter extend joint use privileges of the Licensor's poles or anchors. The term "Joint User" shall not include Licensees.

9. Make-Ready Work (Initial)

All work, including but not limited to rearrangement and / or transfer of existing facilities, replacement of a pole or any other changes required to accommodate the attachment of Licensee's Facilities to a pole or anchor. Similar work required after initial attachment to a pole solely because of the existence of the Licensee's attachments shall be referred to as "additional make-ready."

10. Other Licensees

Any person, corporation, or other legal entity other than the Licensee herein, to whom the Licensor has or hereafter shall extend an authorization to attach facilities to a pole or anchor.

11. Penalties

Additional charges applied to items of non-compliance with the terms and conditions of the Agreement.

12. Periodic Inspection

Inspections conducted at scheduled intervals on portions of Licensee's Facilities, to determine that attachments are authorized and that attachments are maintained in conformance with the required standards.

13. Pole Attachment

Any wire, line or apparatus attached to a Utility Pole owned by Licensor, including, but not limited to, cables, service drops, power supplies, amplifiers, pedestals, bonding wires, Overlashings, guy wires and anchors that are required to support unbalanced loads. A single Attachment for billing purposes includes the vertical space consisting of a total of twelve inches (12") above any bolted Attachment. Any apparatus or facilities, except cable risers, that are located fully or partly outside this vertical space shall constitute an additional Attachment or will otherwise require application or pre-approval by the Licensor. Any thru-bolt type Attachment (whether or not such Attachment is inside or outside the twelve inch (12") space above another bolted Attachment) where the Pole is drilled and bolted to support cable and messenger will count as a separate Attachment without respect to separation from an additional Attachment. Where only one bolted Attachment is affixed to the Licensor's Pole, and services wires installed on "J-hooks" are located within a space consisting of a total of twelve inches (12") above of the bolted Attachment, such locations shall be counted as a single Attachment. Attachment does not mean multiground neutral connections which are sometimes referred to as "pedestal bonds." Multiground neutral connections are not subject to this Agreement. Pedestals or other ground mounted equipment bonded to the vertical ground, but not otherwise attached to a Pole, installed after the execution of this Agreement are not permitted under the terms of this Agreement.

14. Post-Construction Inspection

The work operations and functions performed to measure and/or visually observe Licensee's Facilities, during or shortly after completion of the construction of such facilities, to determine that all attachments have been authorized and construction conforms to the standards required by this Agreement.

#### 15. Preconstruction Survey

The work operations and functions performed in order to process an application for pole and anchor attachments to the point just prior to performing any necessary make-ready work. There are two elements of the Preconstruction Survey: 1) field inspection of the existing facilities, and 2) administrative effort required to process the application and prepare the make-ready work order, if applicable.

#### 16. Subsequent Inspections

Inspections performed to confirm the correction of non-conformance to specification that are observed during Post Construction Inspections.

#### 17. Unit Cost

A dollar amount subject to periodic revision, applicable to specified work operations and functions, including materials and labor costs.

#### 18. Utility Pole

A pole solely owned or jointly owned by the Licensor and used to support its facilities, the facilities of a joint user and/or authorized licensee.

#### 19. Attachment Rate

The rental rate per pole as set forth in Exhibit E of this Agreement, as modified from time to time per the terms of this Agreement and billed semi-annually to the Licensee, and payable in advance to the Licensor for each attachment. The rate shall be in accordance with the New York Public Service Commission rate methodology and any other Applicable Laws.

#### 20. Applicable Law

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines now in effect and that subsequently may be prescribed by any federal, state or local governmental authority including the Communications Act of 1934 as amended, including as amended by the Telecommunications Act of 1996 ("Act"), and the Federal Communication Commission's (FCC) Rules and Regulation promulgated under the Act ("Subsequent Law") and the rules and regulations set forth by the New York Public Service Commission. To the extent required by any such subsequently prescribed Applicable Law, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such Applicable Law.

### ARTICLE III

#### GENERAL CONDITIONS

##### 1. Compliance with Applicable Laws

The Licensee and the Licensor shall at all times observe and comply with, and the provisions of this Agreement are subject to Applicable Law, so long as such laws, ordinances or regulations remain in effect. Either party may, upon written notice, require the other party to engage in good faith negotiations to amend the Agreement to comport with regulatory changes or obligations.

## 2. Rights in Utility Poles and Anchors

No use, however extended, of a Utility Pole or Anchor or payment of any fee or charge required hereunder shall create or vest in the Licensee any ownership or property right in such a Utility Pole or Anchor.

## 3. Requirement to Construct and Maintain a Utility Pole and Anchor

Nothing contained herein shall be construed to compel the Licensor to construct, reconstruct, retain, extend, repair, place, replace or maintain any Utility Pole or Anchor or other facility not needed for the Licensor's own service requirements, except as provided in Article IV (3. b. (2)) and Article IV (5. d.)

## 4. Other Agreements

Nothing contained herein shall be construed as a limitation, restriction, or prohibition against the Licensor with respect to any agreement(s) and arrangement(s) which the Licensor has entered into, or may in the future enter into, with others not covered by this Agreement, except that authorizations for attachments existing at the time of such future agreements or arrangements shall not be diminished. The rights of Licensee shall at all times be subject to such existing and future agreement(s) or arrangement(s). The Licensor, in negotiating and entering into any such agreement(s) and arrangement(s), shall give due and reasonable regard to the Licensee's potential future interest in Licensee accommodation to a utility pole and anchor to be covered by such future agreement(s) and arrangement(s).

## 5. Assignment of Rights

Licensee shall not assign, sub-license, sublet or transfer any authorization granted herein, and such authorization shall not inure to the benefit of Licensee's successors or assigns without the prior written consent of the Licensor. In the event such consents are granted by the Licensor, the provisions of this Agreement shall apply to and bind the Licensee's successors and assigns. Licensor may, however, assign this Agreement without the Licensor's consent to an entity controlling, controlled by or under common control with Licensee or to an entity acquiring fifty-one percent (51%) or more of Licensee's stock or assets provided that any such assignment shall be subject to the assignee's being capable of assuming all of the obligations of Licensee hereunder.

## 6. Permits and Consents

a. Licensee shall be responsible for obtaining from private and/or public authority any necessary easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain Licensee's Facilities on private and public property at the location of the Utility Pole and/or Anchor to which Licensee attaches Licensee's Facilities. The Licensor does not warrant the validity of any rights it may hold to place facilities on private property. The Licensor will, upon written request by the Licensee, provide available information and copies of any documents in its files pertinent to the nature of the rights the Licensor possesses over private property. The cost of providing such information and reproducing documents shall be borne by Licensee.

b. Where Licensor has an easement over a public or private right of way sufficiently broad under New York State law to permit Licensee attachment, Licensee shall not be required to obtain independent permission of the property owner to attach. To the extent applicable and to the extent Licensor has the authority, Licensor grants an easement to Licensee for the placement of Licensee's Facilities on the Utility Poles. In the event a new Utility Pole line is constructed and Licensor has to acquire authorizations, then Licensor will use its best efforts to acquire authorizations suitable to cover Licensee and will provide a copy of the documents evidencing such authorization to Licensee upon Licensee's request. In any case where the Licensor seeks to obtain any necessary permission from a property owner for Licensee's attachments, the fully allocable costs of such efforts shall be paid by the Licensee along with make-ready costs, if any.

## 7. This Agreement supersedes all previous agreements between the parties for maintenance and placement of aerial cables, equipment and facilities by the Licensee and constitutes the entire agreement between the parties. It may not be modified or amended, nor may any obligation of either party be changed or discharged except in writing signed by the duly authorized officer or agent of the party to be charged. Currently effective

licenses, if any, issued pursuant to previous agreements shall remain in effect as if issued pursuant to this Agreement.

8. Any notice to be given to the Licensee under this Agreement shall be sent by certified mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any notice to be given to the Licensor under this Agreement shall be sent by certified mail to:

DFT LOCAL SERVICE CORPORATION  
WADE A. WEATHERLOW  
PO BOX 209  
40 TEMPLE STREET  
FREDONIA, NEW YORK 14063

Any such notice shall be effective immediately upon being deposited in the United States mail.

9. If the presence of the Licensee on Licensor's poles causes Licensor to pay any new or additional tax, which Licensor would not otherwise pay, Licensee shall reimburse Licensor to the full extent of such new or additional tax, as additional rent, within thirty (30) days of receiving a bill therefore from Licensor.
10. This Agreement shall be governed by, and interpreted according to, the laws of the State of New York.

#### ARTICLE IV

#### PROCEDURES

##### 1. Application for Authorization

- a. Prior to the Licensee attaching equipment and/or facilities to any Utility Pole or Anchor, Licensee shall make written application for and have received an authorization, therefore. (Exhibits A or C.)
- b. To the extent allowed under Applicable Law, Licensee shall file applications for pole attachment authorizations which designate a desired priority of authorizations in blocks of 100 poles or less.
- c. The Licensor will accept applications on a first come first served basis and shall attempt to satisfy the designated priority of completions. Licensor shall be obligated to perform the required Preconstruction survey and/or Make-ready Work in accordance with the time frames set forth in paragraph (4)(m) of this Article and Applicable Law to permit the issuance by the Licensor and/or a Joint User of a volume not to exceed a total of 500 pole attachment authorizations per month in each of the Licensor's plant construction operating area, i.e., franchised telephone serving area of DFT Local Service Corporation in New York. If more than 500 poles are included in all such applications received for any one month in each construction operating area, at least one block of 100 poles or less per applicant will be processed, selected in the sequence in which the applications were received, until the 500 pole limit has been reached. If one block of 100 poles or less for each applicant is processed and the 500 pole limit has not been exceeded, the remaining applications shall be processed on a first come first served basis.

##### 2. Multiple Attachment Applications

The provisions of this Article IV 2 apply in the case of applications received by the Licensor from two or more licensees for attachment authorizations on the same pole, prior to completion of the Preconstruction survey and the commencement of any Make-ready Work required to accommodate any licensee.

- a. Applications received from multiple applicants for the same pole will be classified as follows:
- (1) non-simultaneous -received by the Licensor on different business days.
  - (2) simultaneous -received by the Licensor on the same business day.
- b. Where applications are non-simultaneous, the initial applicant will be offered the following options after the application is received from the additional applicant(s):
- Option 1 -the application of the initial applicant will be processed as if there is no other attachment application on file for the same Utility Pole or Anchor.
- Option 2 -the applications of the initial and additional applicant(s) will be processed as if they were simultaneous applications.
- (1) The initial applicant will be required to indicate the option desired no later than fifteen (15) days after the Licensor has quoted the make-ready charges that will apply under each option, otherwise the Licensor will deem the initial applicant to have selected Option 1. Selection of an option prior to the quotation of the aforementioned make-ready charges is permissible.
  - (2) Option 2 will be subject to acceptance by all of the multiple applicants involved. The additional applicant(s) will have fifteen (15) days from the date of receipt of written notification from the Licensor that the initial applicant has selected Option 2, to accept or reject the conditions applicable under Option 2, otherwise, the Licensor will deem the additional applicant(s) to have rejected such conditions.
  - (3) All work in progress on the initial applicant's application involving multiple applications will be suspended by the Licensor from the time that the initial applicant is offered Options 1 and 2 until it notifies the Licensor of the option it elects in accordance with (1) preceding.
- c. Where multiple applicants are simultaneous or the initial applicant in the case of non-simultaneous applications has selected Option 2; the multiple applicants must develop a mutually agreeable order of facility availability and overall make-ready work completion schedule. Where multiple applicants cannot reach mutual agreement regarding order of facility availability and an overall make-ready work completion schedule within fifteen days (15) of written notification from the Licensor of the charges for the required make-ready work, the Licensor will offer as an alternative to complete the total make-ready work required for all multiple applicants before simultaneously granting attachment authorizations to the multiple applicants.
- d. Any multiple applicants who fail to agree to the alternate arrangement set forth in c., preceding within ten (10) days after being advised in writing of the availability of such alternate arrangement by the Licensor will be considered by the Licensor to have canceled its application(s) relative to those facilities, which involve pending attachment applications by other licensees.
- e. Where multiple applications are non-simultaneous and the initial applicant has selected Option 1, the Licensor:
- (1) will consider the initial applicant as a non-multiple applicant. Any change of priority or facility availability or work schedule completion that is desired after either has been initially agreed upon by the initial applicant with the Licensor will be subject to the Licensor's ability to accommodate such changes in its established work schedule.
  - (2) will not perform the required Make-ready Work for the additional applicant until attachment authorizations have been granted to the initial applicant, unless the performance of such work will not delay the completion of the Make-ready Work required to accommodate the initial applicant.
- f. Preconstruction survey costs will be allocated as follows:

- (1) Simultaneous applications -each applicant will bear an equal share of the total initial and resurvey costs involved.
- (2) Non-simultaneous applications -each applicant will bear the costs related only to determining the accommodation requirements for its specific application.

g. Make-ready cost will be allocated as follows:

(1) Simultaneous applications

- (a) each applicant will be charged an equal share of the total make-ready cost.
- (b) if only one applicant agrees to the shared portion of total cost, that applicant will be quoted the cost applicable to accommodate a single licensee.

(2) Non-simultaneous applications

- (a) the initial applicant will be charged the total make ready cost to accommodate its facilities.
- (b) the additional applicant(s) will be charged the total added make-ready cost to accommodate the additional applicant's facilities.

3. Specifications:

a. Licensee's Facilities shall be placed, maintained, relocated or removed in accordance with the requirements and specifications of the current editions of the Bell Operating Companies 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) and any governing authority having jurisdiction. Where a difference in specification may exist, the more stringent shall apply. Licensee's Facilities shall not physically, electronically or inductively interfere with the Licensor's facilities. If an Attachment that was in compliance with the specifications set forth herein when originally attached to a Utility Pole and subsequently becomes out of compliance due to a change in the specifications or said public requirements, such Attachment shall be brought into compliance the earlier of (i) whenever Licensee next performs any work on said Utility Pole or (ii) any time of compliance required by the NESC or other applicable public authority.

b. If any part of Licensee's Facilities is not placed, maintained or relocated in accordance with the above requirements and specifications, and if Licensee fails to correct said conditions within thirty (30) days written notice to the Licensee, the Licensor may correct said conditions. However, when such conditions pose an immediate threat to the safety of the Licensor's employees, interfere with the performance of the Licensor's service obligations, or pose an immediate threat to the physical integrity of the pole plant, the Licensor may perform such work and/or take such action that the Licensor deems necessary without prior notice to Licensee. The cost of said work and/or actions shall be borne by Licensee.

- (1) Where such work and/or actions entail new or additional attachments to the Licensor's anchors, authorizations for such attachments shall be issued by the Licensor. Licensee's privileges and obligations with respect to authorizations so issued shall be as provided in this Agreement.
- (2) Where such work and/or actions entail the placement of and attachment to anchors for the Licensee's sole use; these anchors shall be the property of the Licensee.

In either (1) or (2) preceding, the guy strand shall be the property of the Licensee.

4. Pre-Construction Surveys and Make-Ready Work



a. A Pre-construction survey will be required for each Utility Pole and Anchor for which attachment is requested to determine the adequacy of the Utility Pole and Anchor to accommodate Licensee's Facilities. At the option of Licensee, the field inspection will be performed:

(1) by representatives of the Licensor with optional participation by Joint Owner(s), Joint User(s), Other Licensees and the Licensee, or

(2) by Licensee, after first providing written notice to the Licensor of its intention to perform said field inspection. If the field inspection is performed by Licensee, the Licensee shall, prior to commencement of the field inspection, obtain from the Licensor information as to the Licensor's planned future construction on the Utility Poles and/or Anchors involved. Licensee shall furnish the required field inspection data to the Licensor in a format specified by the Licensor.

The field inspection data shall be of an accuracy and completeness necessary to permit the performance of Make-ready Work and other work required to accommodate Licensee's Facilities in a manner consistent with the requirements of Article IV (3.) and IV (4. c.). The Licensee and Licensor may employ contractors to perform the field inspection. If Licensor performs the Preconstruction Survey then (i) Licensor will present the Preconstruction Survey results to Licensee, including identifying the Joint Owner or Joint User; and (ii) shall be completed within sixty (60) days from the date of Licensee's application.

b. Licensee shall pay the Licensor at the time Licensee furnishes the field inspection data, an administrative handling charge per Pole.

c. In the event the Licensor determines that a Utility Pole to which Licensee desires to make attachments does not have sufficient capacity to accommodate Licensee's attachments or that a Utility Pole or Anchor needs rearrangement of the existing facilities thereon to accommodate the facilities of Licensee, the Licensor will inform Licensee in writing of the cost of the required Make-ready Work. Charges for Make-ready Work, the cost of surveys and/or inspections, shall be as specified in Article VIII; Rates and Charges. Licensor shall provide the estimated Make-ready Work costs to Licensee within thirty (30) days of the completed survey completed by Licensee or Licensor, whichever is applicable per the terms of this Section. Any failure on Licensor to provide the estimated Make-ready Work costs within this timeframe shall subject Licensor's timeframe to complete Make-ready Work to be reduced for each day of delay as provided for under Applicable Law.

d. The Licensor shall specify the point of attachment on each of the Utility Poles and/or Anchors to be occupied by Licensee's Facilities. Where multiple Licensees' attachments are involved, the Licensor will attempt, to the extent practical, to designate the same relative position on each pole for each Licensee's Facilities.

e. Licensee shall have thirty (30) days from the receipt of written notification from the Licensor of the costs of Make-ready Work to accept and pay all Make-ready costs; provided, however, that if the Licensor receives a request from another licensee for an authorization to attach to a Utility Pole or Anchor for which a written notification of Make-ready Work costs has been sent to Licensee, then Licensee must accept within fifteen (15) days after receipt of notification from the Licensor of the other attachment request or until the end of the thirty (30) day period, whichever period of time is shorter.

f. Any required Make-ready Work will be performed and completed within sixty (60) days following receipt by the Licensor of payment of the cost of Make-ready Work. Licensee shall also reimburse the owner(s) of other facilities attached to said Utility Poles or Anchors for any expense incurred by them in transferring or rearranging such facilities to accommodate Licensee's Facilities provided only to the extent the costs paid to Licensor do not include these costs.

g. Should the Licensor, Joint User or Other Licensee, for their own service requirements, need to attach additional facilities to any Utility Pole or Anchor to which Licensee is attached, Licensee will either rearrange its facilities on the Utility Pole or Anchor or transfer them to a replacement Utility Pole or Anchor as determined by the Licensor so that the additional facilities of the Licensor, Joint User or Other Licensee may be attached. Licensee shall not be required to bear any of the costs of rearranging or transferring Licensee's Facilities if such rearrangement or transfer is required as a result of an additional attachment or modification of an existing attachment sought by any

entity, including Licensor, Joint Owner, Joint User, or Other Licensees. Any rearrangement/transfer costs shall be borne by the entity or entities requesting the rearrangement or transfer. Licensor shall be solely responsible for collecting any rearrangement/transfer costs incurred pursuant to this paragraph. In addition, Licensor shall be responsible for reimbursement of its pro rata share of such costs caused by its own additional attachment or modification to the Utility Pole. If Licensee does not rearrange or transfer Licensee's Facilities within sixty (60) days after receipt of written notice from the Licensor requesting such rearrangement or transfer, the Licensor, Joint Owner or Joint User may perform or have performed such rearrangement or transfer and Licensee shall pay the cost thereof. The foregoing shall not preclude Licensee from thereafter seeking reimbursement of such rearrangement/transfer costs as if it had performed the work in accordance with this paragraph.

h. In an emergency, the Licensor may rearrange or temporarily remove Licensee's Facilities attached to a Utility Pole and/or Anchor.

i. Upon fifteen (15) days advance written notice from Licensor, Licensee shall promptly rearrange and/or transfer Licensee's Facilities as required by Licensor to permit Licensor to perform any routine maintenance, including replacement of worn or defective poles, guys or anchors. Licensee shall be responsible for all costs associated with such rearrangements / transfers of Licensee's Facilities.

j. Authorization to attach a guy strand to an existing utility anchor shall be granted where adequate capacity is available as specified in the then current written procedures for determining the adequacy of attachment capacity, (Exhibit D). Should the Licensor, Joint Owner or Joint User for its own service requirements need to increase its load on the anchor to which Licensee's guy strand is attached, and where a larger anchor is required that would not have been necessary but for the attachment of Licensee's guy strand, Licensee will either rearrange its guy strand on the anchor or transfer it to a replacement anchor as determined by the Licensor. The cost of such rearrangement/transfer shall be borne by the Licensor, Joint Owner or Joint User requiring the larger anchor. Licensor shall be solely responsible for collecting its rearrangement/transfer costs under such circumstances. In addition, Licensor shall be responsible for reimbursement of its pro rata share of such costs caused by its own additional attachment or modification to the pole. However, Licensor shall, upon receipt of written request, provide Licensee with any information in Licensor's possession, which may facilitate Licensee's collection of such costs. If Licensee does not rearrange or transfer its guy strand within thirty (30) days after receipt or written notice from the Licensor regarding such requirement, the Licensor or Joint User may perform, or have performed, the work involved and Licensee shall pay the cost thereof. The foregoing shall not preclude Licensee thereafter from seeking reimbursement of any rearrangement/transfer costs in accordance with this paragraph.

k. Licensee shall notify the Licensor in writing before adding to, relocating, replacing or otherwise modifying Licensee's Facilities on a Utility Pole or Anchor, where additional space or holding capacity may be required.

l. When additional Make-ready Work or related work is required as a result of circumstances beyond anyone's control, including but not limited to storms, vehicular accidents, or public work projects, Licensee is responsible for the timely repairing, relocating or replacing of its own facilities.

m. Unless prevented from doing so by circumstances beyond Licensor's reasonable control, including, but not limited to acts of god, fire, strikes, embargo, seasonal limitations on construction, acts or inaction of the Government, or acts or inaction of a joint owner, joint user or other Licensee, and subject to the quantity limitations set forth in paragraph (1) (c) of this Article, Licensor shall adhere to the following timetable in the performance of Preconstruction Survey and Make-ready Work unless otherwise provided for under Applicable Law:

- (1) Upon receipt of a written application (Exhibits A or C), Licensor shall verify pole ownership and perform a Preconstruction Survey with all affected parties. Licensor shall determine whether Licensee's proposed attachment or anchor can be accommodated and determine what, if any, Make-ready Work is required for Licensee's proposed attachments and/or anchors. Licensor shall complete these tasks within forty-five (45) days of receipt of Licensee's written application.
- (2) If Make-ready Work is required and there are other entities with attachments to the poles, Licensor shall send written notification to all such entities describing the proposed modifications to the poles

and/or anchors based on Licensee's application. Entities receiving such notice shall have sixty (60) days to determine whether they wish to add to or modify their existing attachments and to submit written notification of their requirements to Licensor.

- (3) Licensor shall design the Make-ready Work, or redesign the Make-ready Work to incorporate any additional requirements submitted by other entities pursuant to subparagraph (2) above, and estimate the costs of the Licensor's Make-ready Work. Licensor shall complete these tasks within thirty (30) days of receipt of all written notifications of modification requirements or notifications that no additional requirements are sought.
- (4) Licensor shall complete all its Make-ready Work, which does not involve pole replacements within sixty (60) days of receipt of payment by Licensee of the estimated Make-ready Work costs. For Make-ready Work involving pole replacements, Licensor shall complete all its Make-ready Work within ninety (90) days of receipt of payment by Licensee of the estimated Make-ready Work costs. The foregoing make-ready commitments shall apply solely to make-ready work to be performed by Licensor. These commitments shall not apply to make-ready work to be performed by Joint Owners, Joint Users or other licensees.
- (5) Licensor shall not be considered in default of any of its obligations under this paragraph (m) unless such default continues for more than fifteen (15) days after Licensee shall have provided Licensor written notice specifying the nature of the default and, if applicable, the location(s) of poles for which Make-ready Work has not been performed.

#### 5. Inspections of Licensee's Facilities

a. The Licensor reserves the right to make Post-construction, Subsequent and Periodic Inspections (of any part or all) of Licensee's Facilities attached to a Utility or Joint User's Pole and/or Anchor.

b. Licensee shall provide written notice to the Licensor, at least thirty (30) days in advance, of the pole locations where Licensee's plant is to be constructed and shall also notify the Licensor in writing of the actual dates of attachment, including overlanding, within five (5) days of the date(s) of such attachment.

c. Where Post-construction Inspection by the Licensor has been completed within thirty (30) days of the date of notice of attachment of Licensee's Facilities required in b. above, Licensee shall be, obligated to correct such non-complying conditions within thirty (30) days of the date of the written notice from the Licensor. If corrections are not completed within said thirty (30) day period, the Licensor may perform or have performed such corrections and Licensee shall pay to the Licensor the cost of performing such work. After the thirty (30) day period, no further attachment authorizations shall be issued to Licensee until Licensee's Facilities that are in non-compliance are either brought into compliance or are removed from the Utility Poles and/or Anchors where such non-complying conditions exist.

d. Where Post-construction Inspection by the Licensor has not been completed within thirty (30) days of the date of notice of attachment of Licensee's Facilities, Licensee shall correct such non-complying conditions within thirty (30) days of the date of the written notice from the Licensor. If corrections are not made by Licensee within said thirty (30) day period, the Licensor shall perform or have performed such corrections and Licensee shall pay to the Licensor the cost of performing such work.

e. Within seven (7) days of the completion of a Post-construction Inspection, the Licensor shall notify the Licensee in writing of the date of the completion of the Post-construction Inspection.

f. Subsequent Inspections to determine if appropriate corrective action has been taken may be made by the Licensor. Licensee shall reimburse the Licensor for the cost of such Subsequent Inspections as specified in Article VIII.

g. The making of Post-construction, Subsequent and/or Periodic Inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability specified in this Agreement.

h. The costs of inspection made during construction and/or the initial Post-construction Survey shall be billed to the Licensee at the same time as Make-ready Work charges. The costs of Periodic Inspections or any inspections found necessary due to the existence of substandard or unauthorized attachments shall be paid by Licensee.

i. Licensor reserves the right to make Periodic Inspections of all or any part of the cable, equipment and facilities of Licensee on poles owned by the Licensor and/or Joint User (s), at the expense of the Licensee as specified in Article VIII. Periodic Inspections of the entire plant of the Licensee will not be made more often than once a year and upon thirty (30) days notice to Licensee unless in Licensor's judgment such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement by Licensee.

#### 6. Unauthorized Attachments

a. If any of Licensee's Facilities shall be found attached to a Utility Pole and/or Anchor for which authorization has not been granted by the Licensor, the Licensor, without prejudice to its other rights or remedies under this Agreement, including termination or otherwise, may impose a charge and require the Licensee to submit in writing, within fifteen (15) days after receipt of written notification from the Licensor of the unauthorized attachment, a pole and/or anchor attachment application. If such application is not received by the Licensor within the specified time period, the Licensee will be required to remove its unauthorized attachment within fifteen (15) days of the final date for submitting the required application, or the Licensor may remove the Licensee's Facilities without liability, and the cost of such removal shall be borne by the Licensee.

b. For the purpose of determining the applicable charge, the unauthorized attachment shall be treated as having existed for a period of five (5) years prior to its discovery irrespective of the original date of the agreement; and the charges as specified in Article VIII shall be due and payable forthwith whether or not Licensee is permitted to continue the attachment.

c. No act or failure to act by the Licensor with regard to said unauthorized attachment shall be deemed as the authorization of the attachment; and, if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by the Licensor of any of its rights or privileges under this Agreement, or otherwise, provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized attachment from its inception.

### ARTICLE V

#### OTHER OBLIGATIONS OF LICENSEE

##### 1. Insurance

a. Licensee shall carry insurance policies issued by an insurance carrier licensed to operate in the State of New York to protect the Licensor as named or additional insured from and against any and all claims, demands, actions, judgments, costs, and/or expenses, including attorney's fees, 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 VI.

b. The amounts of such insurance:

(1) against liability due to injury or to death of persons shall be not less than \$1,000,000 as to anyone person and \$1,000,000 as to anyone occurrence, and

(2) against liability due to damage to property shall be not less than \$1,000,000 as to any one occurrence.

c. Licensee shall also carry such insurance as will protect Licensee from all claims under any Worker's Compensation Law in effect that may be applicable.

d. All insurance must be effective before the Licensor shall issue authorizations for attachment of facilities to any Utility Pole or Anchor, and shall remain in force as long as Licensee's Facilities remain attached to any Utility Pole or Anchor. In the event that Licensee shall fail to maintain the required insurance coverage, the Licensor may pay any premiums thereon falling due and the Licensee shall reimburse the Licensor for any such payments made.

e. Licensee shall submit to the Licensor certificates by each company ensuring Licensee for all liabilities of Licensee referred to in Article VI. Licensee shall provide thirty (30) days written notice to Licensor prior to cancelling or amending such policy of insurance.

f. Licensee shall promptly advise the Licensor of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's Facilities. Copies of all accident reports and statements made to the insurer by the Licensee, or others, shall be furnished promptly to the Licensor. Licensor shall promptly advise the Licensee of all claims relating to damage of property or injury to or death of persons, arising or alleged to have arisen in any manner directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's Facilities. Copies of all accident reports and statements made to the insurer by the Licensor, or others, shall be furnished promptly to the Licensee.

g. The Licensee at Licensor's option may be self-insured with regard to its liability under the terms of this Agreement.

## 2. Surety Requirements

Licensee shall furnish bond or other satisfactory evidence of financial security in an amount specified as follows to guarantee the payment of any sums which may become due to the Licensor for attachment fees due hereunder and any other charges for work performed for Licensee, by the Licensor, including the removal of Licensee's Facilities upon termination of any authorization issued hereunder.

a. Licensee shall furnish a bond to the Licensor in the following amounts: Security in the amount of \$20.00, shall be required for each authorized pole attachment. The total amount of security required hereunder shall not exceed \$300,000 or be less than \$1,000. Security will not be required where Licensee's total attachment authorizations do not exceed ten (10).

b. If the financial security is in the form of a bond, such instrument shall be issued by a Surety Company or Bank satisfactory to the Licensor. The instrument shall contain a provision that the Surety Company or Bank will pay the Licensor within the dollar limits of the instrument any sum demanded by the Licensor as due under this Agreement, whether or not the Licensee contests its liability to pay such sum, and whether or not the Licensor exercises or has exercised any option it may have to terminate. If any such amounts are paid by the Surety Company or Bank, the Licensee shall restore the Surety Bond to the full amount required under this Article, within thirty (30) days after notice of such payment is sent to the Licensee.

c. The amount of the bond shall not operate as a limitation upon the obligations of the Licensee.

## ARTICLE VI

### LIABILITY AND DAMAGES

1. The Licensor reserves to itself, its successors and assigns, the right to relocate and maintain its Utility Poles and Anchors and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. The Licensor shall be liable to Licensee and shall indemnify, protect and save harmless Licensee for and to the extent of any damage caused by the negligence of the Licensor's agents or employees to Licensee's Facilities attached to a Utility Pole or Anchor. The Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's Facilities arising in any manner out of Licensee's use of Utility Poles or Anchors.

2. Licensee shall indemnify, protect and save harmless the Licensor from and against any and all claims, demands, causes of action and costs, including reasonable attorney's fees, for damages to property and injury or death

to persons, including payments made under any Worker's Compensation Law or under, any plan for employees' disability and death benefits, which may arise out of or be caused by the erection, maintenance, repair, replacement, presence, use or removal of Licensee's Facilities or by any gross negligent act or omission of Licensee's employees, agents or contractors.

3. Licensee shall indemnify, protect and save harmless the Licensor from any and all damages, cost and expenses imposed on the Licensor as a result of the presence of Licensee's Facilities on the Utility Pole including but not limited to damages, costs and expense of relocating Utility Poles or Anchors resulting from loss of right-of-way or property owner consents and/or the costs and expense of defending these rights but only to the extent solely arising from Licensee's presence on the Utility Pole.

4. Licensee shall indemnify, protect and save harmless the Licensor from any and all claims, demands and costs, including attorney's fees, which arise directly or indirectly from the operation of Licensee's Facilities, including taxes, claims and demands for damages or loss for infringement of valid United States 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, demands and costs, including attorneys' fees, for infringement of valid United States patents with respect to the manufacture, use and operation of Licensee's Facilities in combination with Utility Poles, Anchors or otherwise.

5. Should the Licensor remove Licensee's Facilities from a Utility Pole and/or Anchors under Article VII, the Licensor will deliver to the Licensee the facilities so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due the Licensor. The Licensor shall have a lien on Licensee's Facilities attached to Utility Poles and/or Anchors or removed therefrom, with power of public or private sale, to cover any amounts due the Licensor. Such liens shall not operate to prevent the Licensor from pursuing, at its option, any other remedy in law, equity or otherwise.

6. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY EITHER PARTY OR A THIRD PARTY OR BY ANY SUBSCRIBER OR PURCHASER OF EITHER PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED OR WHETHER IT (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

## ARTICLE VII

### TERMINATIONS OF AUTHORIZATIONS

1. In addition to rights of termination provided to the Licensor under other provisions of this Agreement, the Licensor shall have the right to terminate Utility Pole/or Anchor attachment authorizations and rights granted under provisions of this Agreement where:

- a. the Licensee's Facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking, or
- b. the Licensee ceases to have authority to construct and operate Licensee's Facilities on public or private property at the location of the particular Utility Pole or Anchor covered by the authorization; or
- c. the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations thereunder; or
- d. the Licensee attaches to a Utility Pole and/or Anchor without having first been issued authorization therefore; or

- e. the Licensee, subject to the provisions specified in Article III (5.), should cease to provide its services.
- f. NA
- g. the Licensee sublets or apportions part of the space occupied by Licensee's Facilities to an entity not a party to this Agreement.

2. The Licenser will promptly notify the Licensee in writing of any instances cited in Article VII (1.) preceding. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Licenser within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to the Licenser within the time stated above, the Licenser may terminate the attachment authorizations granted hereunder for Utility Poles and/or Anchors as to which such non-compliance shall have occurred.

3. Utility Pole and Anchor attachment authorizations and rights as granted under provisions of this Agreement may be immediately terminated by the Licenser if:

- a. The Licensee's insurance carrier shall at any time notify the Licenser that the policy or policies of insurance as required in Article V will be or have been cancelled or amended so that those requirements will no longer be satisfied.

- b. The Licensee shall fail to pay any sum due or to deposit any sum required under this Agreement, or shall fail to maintain satisfactory security as required in Article V (2).

- c. Any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the Licensee's Facilities on a Utility Pole or Anchor is denied, revoked or cancelled.

4. Licensee may at any time remove Licensee's Facilities from a Utility Pole or Anchor after first giving the Licenser written notice of Licensee's intention to so remove Licensee's Facilities.

5. In the event of termination of any of the Licensee's authorizations hereunder, the Licensee will remove Licensee's Facilities from the Utility Poles and Anchors within thirty (30) days of the effective date of the termination; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to provisions of this Agreement to the Licenser until Licensee's Facilities are actually removed from the Utility Poles and Anchors. If the Licensee fails to remove Licensee's Facilities within the specified period, the Licenser shall have the right to remove such facilities at the Licensee's expense and without any liability on the part of the Licenser for damage or injury to such facilities or interruption of Licensee's services except if such loss or damage is due to the negligent act, omission or willful misconduct of Licenser, its employees, agents or contractors.

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

## ARTICLE VIII

### RATES AND CHARGES

The Licensee is responsible for payment of all rates, charges and costs as specified elsewhere in this Agreement and as set forth below. Licensee shall be responsible for payment of all charges for Preconstruction Survey and Make-ready Work, in advance for work performed or expenses incurred by the Licenser regardless of whether Licensee subsequently withdraws its application for attachment authorizations for the Utility Poles and Anchors on which such work was performed.

Licensee agrees that, in the event Licensee fails to pay an amount due and owing within the period of time set forth for payment in this Agreement, interest shall accrue on the unpaid undisputed balance thereof at the rate of 1 1/2% per month for each month or the maximum allowed by law, whichever is less, from the expiration of such period until payment is received by Licensor.

1. Attachment Rates

The attachment rates shall be as specified in a schedule currently filed with the Public Service Commission and incorporated into this Agreement as Exhibit E.

2. Charges for Make-Ready Work (UNIT COSTS)

Make-ready Work charges shall be billed, payable up to thirty (30) days prior to the commencement of work on individual poles. When Licensor employs an outside contractor rather than its own work forces to perform Make—ready Work, Licensee shall pay an amount equal to the contractor's fees plus a premium equal to no more than 10% of those fees. Licensor shall make available copies of all written contracts, agreements, understandings and work orders pertinent to Make-ready Work performed by such contractors.

3. Charges for Inspections

a. The cost of the Post-construction Inspection shall be billed in advance with the charges for Make-ready Work.

b. The cost of Periodic Inspection will be billed to the Licensee upon completion of the inspection by the Licensor.

c. Licensee shall pay the cost of Subsequent Inspections to ensure correction of variances from required construction and maintenance practices, determined to exist through Post-construction or Periodic Inspections.

4. Payment of Rates and Charges

Unless otherwise provided elsewhere in this Agreement, Licensee shall pay all rates and charges, as specified in the Agreement and/or in a schedule currently filed with the Public Service Commission, within thirty (30) days from the dates of billing thereof.

## ARTICLE IX

### LICENSE NOT EXCLUSIVE

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

## ARTICLE X

### WAIVER OF TERMS AND CONDITIONS

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement or the licenses granted hereunder terminated shall not constitute a waiver or relinquishment of any such term, condition or act but the same shall be and remain at all times in full force and effect. By entering into this Agreement, neither the Licensor nor the Licensee has waived any rights they may have under applicable state and federal law pertaining to the provision of telecommunication services.

## ARTICLE XI

### TERM OF AGREEMENT



If not terminated in accordance with its terms, this Agreement shall continue in effect for a term of one (1) year from the date hereof and thereafter until three (3) months after written notice of termination is given by either party.

## ARTICLE XII

### COUNTERPARTS

This Agreement may be executed using facsimile or electronic signatures and such facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version. This Agreement may be executed in counterparts, each of which shall be deemed an original.

## ARTICLE XIII

### DISPUTE RESOLUTION

The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. Such conferences shall, if necessary, be escalated to the Vice President level for each Party. In the event that the officers of the Parties shall be unable to resolve a default or other dispute, the Parties shall then submit the matter to the Commission for non-binding mediation. If mediation by the Commission is unsuccessful, recourse may be had by either Party to the Commission, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

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

DFT Local Service Corporation

By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

EXHIBIT A

APPLICATION AND POLE LICENSE

\_\_\_\_\_ N.Y., \_\_\_\_\_ 20 \_\_\_\_

DFT LOCAL SERVICE CORPORATION  
FREDONIA, NEW YORK

In accordance with the terms and conditions of the Pole Attachment Agreement between us, date as of \_\_\_\_\_, 20\_\_\_\_, application is hereby made for a license to make attachments to the following poles which are indicated to be DFT Local Service Ownership, Joint Ownership or unmarked.

<u>Pole No. &amp;</u>			
<u>Ownership</u>	<u>Location</u>	<u>Attachment</u>	<u>Municipality</u>

(Name of Licensee)

By \_\_\_\_\_

Title \_\_\_\_\_

License Number \_\_\_\_\_ is hereby granted, for attachment to such of the above poles as have not been stricken from the above list, \_\_\_\_\_, 20 \_\_\_\_.

DFT LOCAL SERVICE CORPORATION

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

- 1 Applications shall be submitted in duplicate.
2. Indicate T for DFT LOCAL SERVICE CORPORATION  
Jt for Joint Ownership  
U for unmarked  
E for Electric Company Ownership
3. A complete description of all facilities shall be given, including quantities, sizes and types of all cables and equipment.
4. This license is issued under the terms and conditions of the Pole Attachment Agreement.

EXHIBIT B

NOTIFICATION OF REMOVAL OF POLE AND/OR ANCHOR ATTACHMENT BY  
LICENSEE

\_\_\_\_\_, N.Y., \_\_\_\_\_ 20\_\_

DFT LOCAL SERVICE CORPORATION  
FREDONIA, NEW YORK

In accordance with the terms and conditions of the Pole Attachment Agreement between us, dated  
as of \_\_\_\_\_, 20 \_\_\_\_, kindly cancel from your records the following poles  
and/or anchors covered by the licenses indicated from which our attachments were removed on  
\_\_\_\_\_, 20 \_\_\_\_

Pole Number	Pole Location	License Number	Municipality
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(Name of Licensee)

By \_\_\_\_\_

Title \_\_\_\_\_

RECEIPT of the above Notice is hereby acknowledged, \_\_\_\_\_ 20 \_\_\_\_

DFT LOCAL SERVICE CORPORATION

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

(Submit in duplicate)

EXHIBIT C  
APPLICATION AND ANCHOR LICENSE

\_\_\_\_\_, N.Y., \_\_\_\_\_ 20 \_\_

DFT LOCAL SERVICE CORPORATION  
FREDONIA, NEW YORK

In accordance with the terms and conditions of the Pole Attachment Agreement between us, dated as of \_\_\_\_\_, 20 \_\_, application is hereby made for a license to make attachments to the following anchors for which DFT LOCAL SERVICE CORPORATION or the Power Company is Licensor.

<u>Licensor</u>	<u>Anchor</u>	<u>Location</u>	<u>Attachment</u>	<u>Municipality</u>	<u>By Whom</u>
-----------------	---------------	-----------------	-------------------	---------------------	----------------

Make  
Ready & 5

(Name of Licensee)

By \_\_\_\_\_

Title \_\_\_\_\_

License Number \_\_\_\_\_ is hereby granted, for attachment to such of the above poles as have not been stricken from the above list, \_\_\_\_\_, 20 \_\_

DFT LOCAL SERVICE CORPORATION

By \_\_\_\_\_

- 1.
- 2.

Title \_\_\_\_\_

Applications shall be submitted in duplicate.

Indicate T – DFT LOCAL SERVICE CORPORATION

L -Power Company is Licensor

3. Indicate N, E, S, or W, for North, East, South or West and inside, middle or outside anchor as appropriate.
4. A complete description of all facilities shall be given, including quantity, size and type of guy strand.
5. A complete description of all "Make Ready Work," if necessary.
6. This license is issued under the terms and conditions of the Pole Attachment Agreement.

## EXHIBIT D

### PROCEDURE FOR DETERMINING WHEN EXISTING DFT LOCAL SERVICE CORPORATION ANCHORS HAVE CAPACITY TO ACCOMMODATE AUTHORIZED LICENSEE ATTACHMENTS

1 –Determine the maximum capacity of the guy rod. Newer guy rods are marked with their capacity; if the rod is unmarked, the capacity is listed in the following table. The Guy Rod and Strand Gauge should be used in determining the Anchor Rod diameter.

UNMARKED ROD DIAMETER (INCHES)	CUMULATIVE STRAND SIZE CAPACITY
1/2	2.2M
5/8	6 or 6.6 M
3/4	16M
1	26M
1 1/4*	32M

\* Swamp Anchor W/1 1/4" Rod -6M Capacity.

2 -Determine the combined capacity of the guy strands attached to the anchor rod.

#### Example:

Table A Section 4\*\*. (6M Plus 10M = 16M)

3 -The difference between the anchor rod capacity and the combined capacity, of the guy strands attached, is the capacity available for the licensees' guy strand attachment.

#### Example:

1" Anchor Rod -26M Capacity

10M (TEL) plus 11M (EL) = 21M, The Spare Capacity is 5M

4 -Determine the licensees' guy strand requirements, Part 7, Section 6\*\*. Add capacity of licensees' guy strand to cumulative capacity presently attached to the anchor rod.

5 -Only when the known capacity of the anchor is equal to or greater than the total guy strand requirements, shall a license be issued to the Licensee allowing the attachment.

Example:

1" -Anchor Rod -26M Capacity

Total of Guy strands -10M (TEL) plus 11M (EL) plus 4.7M CATV=25.7M

6 -If it is determined that an anchor does not have sufficient unused capacity to allow the attachment of the Licensee, a License shall not be issued. The Licensee will then have the following options:

- (a) The licensee can obtain right-of-way and place its own anchor and guy.
- (b) For sidewalk anchors only, the Licensee can request that the Licensor of the pole replace the existing anchor with an anchor having larger capacity at the Licensee's expense.
- (c) The Licensee can request at Licensee's expense that the Licensor and Joint User reevaluate the existing guy capacity versus' the required guy strength for the stress on the pole, to determine if the existing guys are oversized. Licensee's permission to attach would then be based on the actual requirements of the existing guys.

## EXHIBIT E

### SCHEDULE OF RATES FOR DFT LOCAL SERVICE CORPORATION STANDARD POLE ATTACHMENT FILED WITH NEW YORK STATE PUBLIC SERVICE COMMISSION AS OF

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#### 1. RATE

Pole Attachment Annual Rate -\$19.94

per attachment per pole per year. Attachment to anchors that are authorized is included in the above fee.

#### UNIT COST SCHEDULE

Application Fee – Per Application (125 poles max.) \$250.00

#### SURVEY AND INSPECTION (Unit cost per pole)

Pre-Construction Survey	(Poles 1-125)	\$8.50
Post-Construction Inspection	(Poles 1-125)	\$7.00
Subsequent Inspection	(Poles 1-125)	\$5.50
Periodic Inspection	(Poles 1-125)	\$5.50

#### UNIT COST SCHEDULE – CONSTRUCTION CHARGES (INCLUDES LABOR, EQUIPMENT & MATERIAL)

PLACE 35' POLE – 100% DFT OWNED	\$1505.00
PLACE 40' POLE – 100% DFT OWNED	\$1629.00
PLACE 50' POLE – 100% DFT OWNED	\$1752.00
PLACE ANCHOR	\$440.00
PLACE PA OR PP GUY (SAME POLE)	\$233.00
PLACE NEW DROP WIRE	\$206.00
TRANSFER/MOVE GUY ATTACHMENT	\$226.00
EACH ADDITIONAL (SAME POLE)	\$21.00
TRANSFER/MOVE CABLE	\$284.00
TRANSFER/MOVE DROP	\$202.00
EACH ADDITIONAL (SAME POLE)	\$50.00
REMOVE PA OR PP GUY	\$255.00
EACH ADDITIONAL (SAME POLE)	\$54.00

SEE OTHER COST AND INSTRUCTIONS PAGE 23

## PAYMENT DATE

Attachment fees shall be due and payable semi-annually, in advance, on the 31st day of January for the first half of the calendar year and on the 31st day of July for the last half of the calendar year. Failure to pay such fees within thirty (30) days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute default under this Agreement.

## TERMINATION OF LICENSE

### a) Annual Rate

Upon termination of a license granted hereunder, the applicable attachment fee shall be pro-rated at the rate of \$1.67 a pole attachment per month remaining in the period for which rental has been paid.

## OTHER COSTS AND INSTRUCTIONS

1. Exceptional Costs, i.e., those not generally encountered during normal construction, such as travel, room and board, etc., shall be billed separately.
2. Tasks not listed in Unit Cost Schedule-Construction Charges, or any condition where specialized engineering or construction work operations must be employed, shall be billed on an actual cost basis.
3. The following are examples of Large Pole Mounted Units:
  - a. Cross Connecting Box
  - b. Terminal
4. The following are examples of Small Pole Mounted Units:
  - a. Control or Access Closure
  - b. Fiber Terminal
  - c. Protection Devices
5. Normal Pre-Construction Surveys shall be conducted in accordance with the terms and conditions of the Pole Attachment Agreement and consist of the following elements:
  - a. A written application from the Licensee which designated the specific route to be followed and identifies, by number, the pole(s) where attachment accommodation is requested.
  - b. Pole license applications sized in blocks of 125 poles or less.
  - c. A written determination on the priority of the authorizations for attachment.
6. Pre-construction Survey activities which require DFT visits to the field to select specific routes and/or structures to be used in building the system, will be billed on an actual cost basis.
7. Post-Construction Inspections, Subsequent Inspections and Periodic Inspections shall be conducted in accordance with the terms and conditions of the Pole Attachment Agreement.