

**GREEN MOUNTAIN POWER CORPORATION**  
**RULES AND REGULATIONS FOR POLE ATTACHMENT SERVICE**

**ARTICLE I**

**DEFINITIONS**

As used in this tariff the following terms shall have the following meanings:

(A) Attaching Entity

An entity holding a certificate of public good from the Vermont Public Service Board and seeking to attach a facility (or having 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) Customer

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

(E) 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.

(F) Joint Owner

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

(G) 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.

(H) 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.

(I) 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 communications space available on the Company's Poles.
- (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.
- (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 Vermont Public Service Board 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.
- (G) 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 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.
- (B) If at any time any of the Customer's Attachments under this tariff fails or ceases to be a "Cable Attachment" as defined in Appendix I or constitutes an "Other Attachment" as defined in Appendix I, the Customer shall promptly notify the Company of such change and shall pay such fees and charges as shall be applicable to any of its Attachments as provided in Appendix I.

### **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 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 of the Customer's 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.
  - (3) Survey Work on more than 3% 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.
  - (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 non-compliance 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.

(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 more than 3% 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, or other specified tasks upon its equipment. In the event that the Company cannot perform required Make-Ready 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 required 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 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, or provides a different utility service than the existing facilities subject to a different rate under Appendix I. 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 and the type of utility service being provided by the overlashed facilities, 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 Vermont Public Service Board 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 Pole as 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 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 Vermont Public

Service Board 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 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, Vermont Public Service Board Rule 3.700.

## ARTICLE VII

### SPECIFICATIONS, CONSTRUCTION AND MAINTENANCE OF ATTACHMENTS

- (A) Customer to Construct and Maintain Attachments. 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.

- (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

## ARTICLE VIII

### 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

- (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 Vermont Public Service Board. 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 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 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

- (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 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.

## 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. By way of illustration, a Customer paying the attachment rate for Cable Attachments would be billed at the rate in Appendix I applicable to Cable Attachments if the third party also was a cable operator not providing local exchange telecommunications service by means of the billed for Attachments, or would be billed at the attachment rate applicable to Other Attachments if the third party is deemed to be providing local exchange telecommunications services as set forth in Appendix I. 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.
- (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.

**ARTICLE XV**

**EFFECTIVE**

This tariff is effective as of January 1, 2002, as approved by the Vermont Public Service Board in Docket No. 6609; Order entered October 29, 2003, and in Order entered \_\_\_\_\_, 2005.

Issued: March 21, 2005

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

**APPENDIX I**

**SCHEDULE OF FEES AND CHARGES**

(A) Pole Attachments by Cable Television Companies

As used herein, the term "Cable Attachment" shall mean an Attachment by an entity authorized to offer cable television service ("Cable Operator") used to provide cable television service and not used to provide local exchange telecommunications services. An Attachment by a Cable Operator will be deemed to be used to provide local exchange telecommunications services in any town where

(i) the Cable Operator uses any of its Attachments to provide local exchange telecommunications services within the town served by the Attachment; or

(ii) if located in a town where the Cable Operator offers or advertises the availability of local exchange telecommunication services within the town. Where the Cable Operator leases Attachments to another entity for use in providing local exchange telecommunications services, none of the leased attachments shall be considered Cable Attachments. Certification of a Cable Operator to provide local exchange telecommunications services shall be evidence of, but shall not be, in and of itself, sufficient for an Attachment not to be classified as a Cable Attachment.

(B) Pole Attachments by Attaching Entities Excluding Incumbent Local Exchange Carriers, Electric Utilities and Cable Attachments of Cable Television Operators.

As used herein, the term "Other Attachment" shall mean an attachment by an entity described in the heading to this paragraph (B), whose Attachments as specified in amended Rule 3.700, effective September 1, 2001, § 3.706(D)(1)(b)(ii) occupy two feet of space.

"Other Attachment" shall also include Attachments by an Attaching Entity where the Public Service Board has determined that the fees payable for Other Attachments is applicable.

(C) Attachment Fees

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

## APPENDIX I

### SCHEDULE OF FEES AND CHARGES

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(C) 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 Cable Attachments are:

\$8.00 per Cable Attachment per Pole owned entirely by the Company

\$8.00 per Cable Attachment per Pole on the Company's Poles owned jointly with others, multiplied by the Company's proportionate ownership share.

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

\$16 per Other Attachment per Pole owned entirely by the Company

\$16 per Other Attachment per Pole on the Company's Poles owned jointly with others, multiplied by the Company's proportionate ownership share.

(D) 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.

(E) 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 ¼% 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.

(F) Effective

This tariff Schedule of Fees and Charges is effective as of January 1, 2002, as approved by the Vermont Public Service Board in Docket No. 6609, Order entered October 29, 2003, and in Order entered \_\_\_\_\_, 2005.

Issued: March 21, 2005

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

GMP/Poleattchrules&regs305