

**Governor's Office for Emergency Relief & Recovery**  
**CONNECTING NEW HAMPSHIRE - EMERGENCY BROADBAND EXPANSION PROGRAM**  
**Program Overview**



Governor Chris Sununu has authorized the allocation and expenditure of \$50 million from the CARES Act Coronavirus Relief Fund (“flex funds”) to address the increased need for internet connectivity due to the COVID-19 pandemic. The Connecting New Hampshire – Emergency Broadband Expansion Program will benefit students, families, and businesses as the need for distance learning, telework, telehealth, and other remote services continues due to the COVID-19 pandemic.

During the COVID-19 pandemic, New Hampshire has received national recognition for its swift and successful transition to remote services. Nevertheless, areas with limited internet connectivity have experienced challenges with this transition. The Connecting New Hampshire – Emergency Broadband Expansion Program will address these challenges for students participating in remote learning, as well as other Granite Staters utilizing the internet to access telehealth services, including vital mental health services. The program will also provide Granite State families with limited internet connectivity situations with expanded access to vital public health information as well as additional opportunities to connect with other family members that are otherwise cut off due to the COVID-19 pandemic.

The Governor’s Office of Emergency Relief and Recovery (GOFERR) will provide the allocated \$50 million in “flex funds” to the Office of Strategic Initiatives (OSI) as they work collaboratively with the Department of Education (DOE) and the Public Utilities Commission (PUC) to develop the program criteria.

Projects that have already commenced the field construction/build process will not be eligible for this program. Planned and permitted projects that have not commenced construction may be eligible. Projects related to existing rural broadband expansion commitments or other existing contractual commitments will also be excluded from consideration.

To meaningfully affect the State of New Hampshire’s response to COVID-19, all expenditures under this program will end by December 30, 2020, and the projects must be complete as early as possible, and no later than December 15, 2020.

**Additional Technical Details:**

A top priority of the program is ensuring it provides connectivity to as many New Hampshire households currently experiencing limited internet connectivity as possible at the least cost to the State and end-users. The program requires reliable service delivered at 25 Mbps download and 3 Mbps upload (25/3 Mbps). To accomplish these priorities, the project will:

- Be technology-neutral
- Work in a public/private partnership collaboration with existing providers and municipalities

- Deploy a transparent and straightforward project awarding process
- Pay for performance, through meeting project objectives

Locations currently capable of receiving the 25/3 Mbps level of service or higher will not be eligible for funding under this program.

The Connecting New Hampshire – Emergency Broadband Expansion Program will be open to all technologies and all providers, private and municipal. Any technology that has demonstrable efficacy in the marketplace and can provide 25/3 Mbps connectivity is eligible to participate, including wired and wireless technologies. Where two proposals are equivalent in terms of public-cost per household, the project that can deploy higher connectivity speeds will be preferred.



185 Franklin Street, Room 503  
Boston, Massachusetts 02110

Patricia A. Capewell  
617-743-5724 (tel)  
617-743-8785 (fax)

April 16, 2003

Ms. Linda Taylor  
Comcast, Inc.  
6 Campanelli Drive  
Andover, MA 01810

Dear Ms. Taylor:

Enclosed is a fully executed aerial license agreement between MEDIAONE OF NEW ENGLAND, INC., Public Service Company of New Hampshire and Verizon New England Inc., covering the State of New Hampshire.

Also enclosed is a copy of our current Aerial Procedure #3, along with the appropriate application forms. These forms are to be used when applying for an aerial license and are subject to change. Please forward this procedure, along with a copy of these forms, to your local field personnel for their use when applying for additional licenses.

MEDIAONE OF NEW ENGLAND, INC. must have a fully executed license agreement and signed license application from both Verizon New England Inc., and the Power Company, if applicable, before any attachments can be made to the poles.

**When submitting application forms, in order to obtain a license, reference may be made to the following:**

The procedure for obtaining a pole license attachment license is contained in Articles IV and V of the agreement. The application forms are located in Appendix IV of the agreement. Please complete the application forms and submit them to Verizon, along with the field survey check, and the appropriate power company, if applicable.

Within 45 days of receipt of a complete license application and the correct survey fee payment, Licensor shall perform or have performed a pre-construction survey and present you with the survey results. If no make-ready is required, a license shall be issued for the attachment.

If the Licensor determines that the pole or anchor to which Licensee desires to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Licensee's Facilities, in accordance with the specifications set forth in Article VI, Licensor will provide Licensee with an itemized invoice for such anticipated Make-ready Work. The Make-ready Work will be performed following receipt by Licensor of advance payment. Upon receipt of the advance payment, Licensor will provide the Licensee with the estimated start and estimated construction completion date of the Make-ready Work.

Verizon shall make every reasonable effort to complete Make-ready Work within six (6) months of receipt of payment for Make-ready Work from Licensee, except for reasons beyond our control.

Upon completion of the make ready work, you will receive a signed license application and pole attachment license from Verizon. You are responsible for obtaining permission from any Joint Owner(s) or Joint User(s) of the pole before making any attachment(s). It is your responsibility to obtain any public and/or private approvals to construct, operate and or maintain your facilities on public and/or private property. Your receipt of these forms is the final approval you will need to attach to the utility poles. Attachment prior to procuring the signed license is considered to be unauthorized and illegal.

If you have any questions regarding the your license application, please call 1-800-641-2299.

If you have any other questions, please contact me at 617-743-5724.

Sincerely,



Patricia A. Capewell - Specialist

Enclosure(s)





Patricia A. Capewell  
617-743-5724 (tel)  
617-743-8785 (fax)

185 Franklin Street, Room 503  
Boston, MA 02110

June 16, 2003

Ms. Linda Taylor  
Legal Department  
Comcast Cable Communications, Inc.  
6 Campanelli Drive  
Andover, MA 01810

Dear Ms. Taylor:

Attached please find your fully executed amendment between Comcast of Maine/New Hampshire, Inc., Public Service Company of New Hampshire and Verizon New England covering pole attachments in the State of New Hampshire to our Aerial License Agreement dated April 15, 2003.

Also, attached is a customer profile form to be completed and returned either by U. S. Mail to the above address or fax to my attention at 617-743-8785.

This represents the recent merger of MediaOne of New England, Inc., a subsidiary of the former AT&T Broadband, a division of AT&T Corp. on November 18, 2002.

Please retain this copy for your office records.

If you have any questions, please call me on 617-743-5724.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patricia A. Capewell".

Patricia A. Capewell

Attachment(s)

**COMCAST OF MAINE/NEW HAMPSHIRE, INC.**

THIS AMENDMENT made this 13th day of June, 2003 by and between Public Service Company of New Hampshire and Verizon New England Inc., either or both hereinafter referred to as the "Licensor" and Comcast of Maine/New Hampshire, Inc. referred to as the "Licensee".

**WITNESSETH**

WHEREAS, the Licensors and MediaOne of New England, Inc., entered into an agreement dated April 15, 2003, covering attachments to certain poles in the State of New Hampshire; and

WHEREAS, MediaOne of New England, Inc., a subsidiary of the former AT&T Broadband, a division of AT&T Corp., merged with Comcast Corporation creating a new company entitled Comcast Corporation. Subsequent to the close of the merger, the legal entity name was changed from MediaOne of New England, Inc., to Comcast of Maine/New Hampshire, Inc.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained the parties hereto hereby covenant and agree as follows:

**EFFECTIVE: November 18, 2002**

1. Comcast of Maine/New Hampshire, Inc. is hereby substituted in place of MediaOne of New England, Inc., as Licensee under said agreement dated April 15, 2003.
2. Comcast of Maine/New Hampshire, Inc. by execution hereof, certifies and represents to the Licensors that the insurance required by said agreement has been obtained in it's name, except as otherwise required by said Agreement, and remains in full force and effect from the effective date of this agreement.
3. In all other respects, said agreement dated April 15, 2003, is continued unaltered.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed by their respective representative thereunto duly authorized, all as of the day and year first above written.

**VERIZON NEW ENGLAND INC.**

(LICENSOR)

By: 

Print Name: Susan D. Mercer

Title: for Director-O.P.E

Date: 6/13/03

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE**

(LICENSOR)

Name: 

Print Name: John G. Libby

Title: Director of Energy Delivery

Date: 5/23/03

**COMCAST OF MAINE/NEW HAMPSHIRE, INC.**

(LICENSEE)

By: 

Print Name: Kevin M. Case

Title: VP New England

Date: 6/5/03

POLE ATTACHMENT AGREEMENT

DATED April 15, 2003

BETWEEN

VERIZON NEW ENGLAND INC. (LICENSOR)

AND

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, (LICENSOR)

AND

MEDIAONE OF NEW ENGLAND, INC., (LICENSEE)



## TABLE OF CONTENTS

<b>1. DEFINITIONS</b>	<b>3</b>
<b>2. SCOPE OF AGREEMENT</b>	<b>5</b>
<b>3. FEES AND CHARGES</b>	<b>6</b>
3.1 General	6
3.2 Attachment Fees	7
3.3 Pre-construction Survey, Make-ready and Inspection Charges	7
3.4 Payment Requirements	8
3.5 Billing Disputes	9
<b>4. APPLICATION FOR AND ISSUANCE OF LICENSES</b>	<b>10</b>
<b>5. PRE-CONSTRUCTION SURVEY and MAKE-READY WORK</b>	<b>10</b>
<b>6. SPECIFICATIONS AND LEGAL REQUIREMENTS</b>	<b>11</b>
<b>7. CONSTRUCTION AND MAINTENANCE OF ATTACHMENTS</b>	<b>12</b>
7.1 General Provisions	12
7.2 Licensee's Routine Maintenance, Overlash, Rebuild Work and Placement of Power Supplies	14
<b>8. INSPECTION OF LICENSEE'S FACILITIES</b>	<b>14</b>
<b>9. UNAUTHORIZED ATTACHMENTS</b>	<b>16</b>
<b>10. TERMINATION</b>	<b>16</b>
10.1 60-Day Termination	16
10.2 Immediate Termination	17
10.3 General	17
10.4 Licensee's Removal of Attachments	18
<b>11. ASSIGNMENT OF RIGHTS</b>	<b>18</b>
<b>12. SURETY REQUIREMENTS</b>	<b>19</b>
<b>13. LIABILITY AND DAMAGES</b>	<b>19</b>
<b>14. INSURANCE</b>	<b>21</b>
<b>15. GENERAL PROVISIONS</b>	<b>22</b>
15.1 Authorization Not Exclusive	22
15.2 Failure to Enforce	22
15.3 Notices	22
15.4 Severability	23
15.5 Choice of Laws	23
15.6 Compliance with Laws	23
15.7 Survival	23
15.8 Use of Information	24
15.9 Access to Records	24
15.10 Dispute Resolution	24
15.11 Emergency Conditions	24
<b>16. TERM OF AGREEMENT</b>	<b>25</b>
<b>APPENDICES</b>	<b>26</b>

POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made as of this 15th day of April, 2003, between VERIZON NEW ENGLAND INC. organized and existing under the laws of the State of New York, having its principal office at 125 High Street, Boston, MA 02110, and PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, organized and existing under the laws of the State of New Hampshire, having its principal office at 60 West Pennacook Street, Manchester, NH 03105 (either or both hereinafter called "Licensor") and MEDIAONE OF NEW ENGLAND, INC., organized and existing under the laws of the State of Delaware, having its principal office in Lawrence, MA (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 Hampshire; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of cables, equipment, and facilities by Licensee on Licensor's poles subject to the terms of this Agreement;

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

**ARTICLE I - DEFINITIONS**

- 1.1 Anchor. A facility consisting of an assembly of a rod secured to a fixed object or plate designed to resist the pull of guy strand, or strands.
- 1.2 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.
- 1.3 Attachments. Any of Licensee's facilities in direct contact with or supported by a utility pole, and/or any article of equipment attached to a point on a pole not normally occupied by a strand attachment (e.g., power supplies, equipment, cabinets, terminals, etc.). For billing purposes an



Attachment is counted for each guy strand and cable supported by a through-bolt and for each article of equipment attached to a Utility Pole.

- 1.4 Attachment Fee. A specified amount revised periodically, billed semi-annually or annually to the Licensee.
- 1.5 Guy Strand. A metal cable of high tensile strength which is attached to a pole and anchor or another pole for the purpose of reducing pole stress.
- 1.6 Joint Owner. A person, corporation or other legal entity having an ownership interest in a pole and/or anchor.
- 1.7 Joint User. A party to whom use of the pole or anchor has been extended by the owner of the facility. The term "Joint User" shall not include Licensees.
- 1.8 Licensee's Facilities. The cable and all associated equipment and hardware owned by the Licensee.
- 1.9 Licensee's Maintenance Work. Work performed by Licensee on its facilities and attachments for repair, replacement and daily servicing of its plant, not associated with any significant overlash or rebuild project.
- 1.10 Make-ready Work. 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.
- 1.11 Overlash – The act of attaching any single strand, hardware, cable, wires and/or apparatus owned by Licensee to same Licensee's existing strand, hardware, cable, wires and/or apparatus.
- 1.12 Periodic Inspection. Licensor's inspection of Licensee's facilities performed to determine that attachments are authorized and are maintained in conformance with the required specifications in Article VI of this Agreement.
- 1.13 Planning Manager's Area. A geographic area assigned to a Verizon New England Engineer representative. The Planning Manager's Areas are set forth in APPENDIX III.
- 1.14 Pre-construction Survey. There are two elements of the Pre-construction Survey: 1.) field inspection of the existing pole and anchor facilities to

determine any necessary Make-ready Work, and 2.) administrative effort required to process the application and to prepare the charges for Make-ready Work, if applicable.

- 1.15 Post-construction Inspection. Inspection performed to measure and/or to visually observe Licensee's Facilities, during or shortly after completion of construction to ensure the attachment and the installation of the Licensee's Facilities conform to the standards required by this Agreement.
- 1.16 Rebuild. Work other than Licensee's Maintenance Work performed by Licensee to replace, add to or alter its existing attachments or facilities attached to Licensor's poles.
- 1.17 Subsequent Inspections. Inspections performed to confirm the correction of non-conforming conditions, which were observed during Periodic or Post-construction Inspections.
- 1.18 Suspension Strand (Messenger). A metal cable of high tensile strength attached to a pole and used to support facilities.
- 1.19 Unit Cost. A dollar amount subject to periodic revision by Licensor, associated with Pre-construction Surveys, Make-ready Work and Inspections applicable to specific work operations and functions.
- 1.20 Utility Pole. A pole solely owned, jointly owned, or jointly used by the Licensor and used to support its facilities and/or the facilities of an authorized Licensee.

## ARTICLE II – SCOPE OF AGREEMENT

- 2.1 Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful purpose, revocable, non-exclusive licenses authorizing the attachment of Licensee's Facilities to Licensor's poles. This Agreement governs the fees, charges, terms and conditions under which Licensor issues such licenses to Licensee. Licensee must obtain separate authorization from, and pay all applicable Fees and Charges to, each Licensor and any Joint Owner or Joint User of any Utility Pole. This Agreement is not in and of itself a license, and before making any attachment to any Utility Pole, Licensee must apply for and obtain a license.
- 2.2 This Agreement supersedes all previous aerial agreements between Licensor and Licensee. This Agreement shall govern all existing licenses between Licensee



and Licensors as well as all licenses issued subsequent to execution of this Agreement.

- 2.3 No use, however extended, of Licensors pole or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensees rights herein shall be and remain a license.
- 2.4 Nothing contained in this Agreement shall be construed to require Licensors to construct, retain, extend, place, or maintain any pole or other facilities not needed for Licensors own service requirements.
- 2.5 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensors entering into agreements with other parties regarding the poles covered by this Agreement. The rights of the Licensee shall at all times be subject to any existing agreement(s) or arrangement(s) between Licensors and any Joint Owner(s) or Joint User(s) of Licensors poles.
- 2.6 Nothing contained in this Agreement shall be construed to require Licensors to grant a license where Licensors believes that placement of Licensees Facilities would interfere with Licensors existing service requirements, or the use of Licensors facilities by other parties, or create a hazardous or unsafe condition.

### ARTICLE III – FEES AND CHARGES

#### 3.1 General

- 3.1.1 Licensee agrees to pay to Licensors the applicable Attachment Fees and Charges as specified in and in accordance with the terms and conditions of subpart 3.2 of this Agreement and of APPENDIX I, attached hereto and made a part hereof.
- 3.1.2 The Licensors may change the amount of Attachment Fees and Charges specified in APPENDIX I by giving the Licensee not less than sixty (60) days written notice prior to the date the change is to become effective. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such sixty (60) day notice period if the change in Fees and Charges is not acceptable to Licensee.

In order to terminate in this circumstance the Licensee must give Licensor written notice of its election to terminate this Agreement at least sixty (60) days prior to the end of such sixty (60) day notice period or for such other period as the parties may agree in writing. Licensee shall thereafter remove its facilities and attachments in accordance with the process set forth in Article X, subpart 10.3 of this Agreement.

- 3.1.3 Changes in the amount of Attachment Fees and Charges specified in APPENDIX I shall become effective on the date specified by Licensor, subject to the sixty (60) day advance written notice. The changes shall be presumed acceptable unless at least thirty (30) days prior to the end of the sixty (60) day notice period Licensee advises Licensor in writing that the changes are unacceptable and, in addition, submits the issue to the regulatory body asserting jurisdiction over this Agreement for decision. Licensee shall pay the existing Attachment Fees and Charges during the time that the issue is being reviewed by said regulatory body, subject to true-up based on the final determination of rates by said regulatory body plus any interest prescribed by said regulatory body.

Licensor shall provide licensee with an updated APPENDIX I following the effective date of the new Attachment Fees and Charges.

3.2 Attachment Fees

- 3.2.1 Licensees shall pay an Attachment Fee for each attachment made to Licensor's Utility Poles. For the purpose of computing the Attachment Fees due hereunder, the Fee shall be based upon the number of attachments for which licenses have been issued.
- 3.2.2 Attachment Fees are calculated from the first day of the month following the date a license is issued. Fees shall be payable semi-annually or annually in advance, unless otherwise provided. Payment is due within the later of thirty (30) days from the first day of January and the first day of July or thirty (30) days from the date the bill is issued.

3.3 Pre-construction Survey, Make-ready Work and Inspection Charges

- 3.3.1 Licensee shall calculate and pay to Licensor the applicable Pre-construction Survey Charge with its License Application. The License Application forms are set forth in APPENDIX IV, attached hereto and made a part hereof. The Pre-construction Survey Charge shall be calculated based on the rates and formulas set forth in APPENDIX I.



- 3.3.2 Except as provided in Appendix VI, Licensee shall make an advance payment of the applicable Charge to Licensor prior to any performance by Licensor of any Pre-construction Survey, Make-ready Work, Post-construction Inspection or Subsequent Inspection. Where the work to be performed by Licensor is covered by a Unit Cost as described in subpart 3.3.4, the Licensor shall use the Unit Cost for the Charge. Where the work to be performed by Licensor is not covered by a Unit Cost, in whole or in part, the Charge will be based on an estimate of charges. For any charges based on an estimate, the Licensee shall be credited for any amount paid in excess of the Licensor's estimated charges, or shall be billed for any amount in addition to Licensor's estimated charges, as compared to the actual charges as finally computed.
- 3.3.3 Licensee shall make payment to the Licensor within thirty (30) days following the invoice for Periodic Inspections according to subpart 3.3.4 of this Agreement.
- 3.3.4 Pre-construction Survey, Make-ready Work, and Inspection (Post-construction Inspection, Periodic Inspection and Subsequent Inspection) Charges are based upon Unit Costs, where available. Unit Costs are set forth in APPENDIX I of this Agreement and are subject to change from time to time; provided however, the Unit Costs shall not change more frequently than once every twelve (12) months. Any changes in Unit Cost shall not vary by more than five percent (5%) per annum from the existing Unit Cost; provided that in the case of a significant and unforeseen change in circumstances affecting Licensor's costs, Licensor may adjust Unit Cost in excess of 5%. Sixty (60) days prior to any change in Unit Cost in excess of 5%, Licensor shall provide to Licensee a written explanation of the significant and unforeseen change in circumstance for the increase. A significant and unforeseen change in circumstances affecting Licensor's costs include changes in tax laws, accounting changes, and regulatory, judicial or legislative changes that affect the Licensor's costs. A statement of current Unit Costs are set forth in APPENDIX I and changes thereto shall be published at the time of such change.

For work where Unit Costs are not available, such as cable splicing, such costs will be billed on an actual time and material basis plus an amount equal to ten percent (10%) of such costs

#### 3.4 Payment Requirements

- 3.4.1 For any bill rendered by Licensor to Licensee hereunder, except where advance payment is required, payment is due within thirty (30) days from



the date of the bill. Late payment of any bill is subject to a late fee of 1.5% per month applied to the outstanding balance from the due date of the bill. Licensor, at its sole discretion, may change this late fee from time to time during the term of this Agreement to reflect prevailing market conditions.

- 3.4.2 Non payment of any amount due hereunder shall constitute a default of this Agreement, and subject this Agreement to termination under the provisions of Article X.
- 3.4.3 For any bill rendered by Licensor to Licensee for advance payment of Pre-construction Survey Charges or Make-ready Work Charges, hereunder, payment shall be made within thirty (30) days of the bill date. If such advance payment is not received within thirty (30) days, Licensor shall have the right to issue a letter of cancellation no sooner than 15 days thereafter, which will cancel the Licensee's application for the license. Thereafter, if Licensee wishes to proceed, Licensee shall submit a new application for a license, as if it had never submitted the initial application.

### 3.5 Billing Disputes

- 3.5.1 Where Licensee in good faith disputes a bill or invoice rendered by Licensor, Licensee shall make payment of all portions of said bill or invoice not in dispute as provided in Article III. Where the cumulative amount of all of Licensee's bills or portions(s) of bills in dispute are in excess of \$10,000.00, Licensee shall deposit said cumulative disputed amounts in an interest-bearing escrow account until such time as the disputes are resolved. The disputed amount deposited together with the proportional interest, shall be distributed immediately to Licensor and/or Licensee in accordance with and upon resolution of the dispute. Where the cumulative amount of all of Licensee's bills or portions of bills in dispute are less than or equal to \$10,000.00, Licensee shall make payment to Licensor and shall be rebated an appropriate amount (including interest computed at the prime rate at a bank mutually agreed to by the parties) based on the resolution of the dispute.
- 3.5.2 Where Licensee fails to pay an amount due and owing under this Agreement (including amounts in dispute that are less than or equal to \$10,000) or fails to establish an escrow account for disputed amounts more than \$10,000, or fails to invoke the dispute-resolution procedures set forth in subpart 15.10 of this Agreement within six months of the establishment of amounts disputed in good faith, in addition to all other remedies available to Licensor including termination under provisions of Article X of this Agreement, Licensor may refuse to perform any Survey, Inspection or Make-ready Work for Licensee and may refuse to issue any



license to Licensee until such time as the amount is paid or is deposited in an escrow account.

#### **ARTICLE IV - APPLICATION FOR AND ISSUANCE OF LICENSES**

- 4.1 Before Licensee makes an Attachment to any pole, Licensee shall make application for and have received a license therefor in the forms attached in APPENDIX IV. Licensor may update these forms from time to time during the term of the Agreement.
- 4.2 Licensee agrees to limit the filing of applications for pole attachment licenses to include not more than 200 poles on any one application. Licensor reserves the right to limit the filing for pole attachments to no more than 2,000 poles on all applications that are pending approval by Licensor at any one time within a single Planning Manager's Area. Licensee further agrees to designate a desired priority of completion of the Pre-construction Survey and Make-ready Work for each application relative to all other of its applications on file with Licensor at the same time.
- 4.3 Properly completed license applications received by Licensor on the same day from two or more licensees for attachment accommodations on the same pole(s), shall be processed together. All Pre-construction Survey or Make-ready Work required to accommodate the applicants will be completed simultaneously for the benefit of all applicants. All applicants will be rebated with the pro rata share of costs based on the number of applicants.

#### **ARTICLE V - PRE-CONSTRUCTION SURVEY and MAKE-READY WORK**

- 5.1 A Pre-construction Survey is required for each pole and anchor for which an attachment is requested to determine the adequacy of the pole and anchor to accommodate Licensee's attachments and facilities. The Pre-construction Survey will be performed jointly by representatives of Licensor, Joint Owner and/or Joint User, and Licensee unless otherwise agreed to by all parties.
- 5.2 Licensor will process all requests for access to poles on a non-discriminatory basis in the order such requests are received.
- 5.3 Within forty-five (45) days of receipt of written notification in the form of a complete license application and the correct Survey Fee payment, Licensor shall perform or have performed a Pre-construction Survey and present the Survey results. The Survey results will contain one of the following statements:

If no Make-ready Work is required, a license shall be issued for the attachment.

If Licenser determines that the pole or anchor to which Licensee desires to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Licensee's Facilities, in accordance with the specifications set forth in Article VI, Licenser will provide Licensee with an itemized invoice for such anticipated Make-ready Work. The Make-ready Work will be performed following receipt by Licenser of advance payment. Upon receipt of the advance payment, Licenser will provide the Licensee with the estimated start and estimated construction completion date of the Make-ready Work.

If Licenser determines that the pole may not reasonably be rearranged or replaced to accommodate Licensee's Facilities for reasons of capacity, safety, reliability or engineering, the Licenser may refuse to grant a license for attachment. Licenser shall provide the specific reason(s) for such denial. Licenser shall not unreasonably exercise the right reserved hereunder.

- 5.4 Licenser shall make every reasonable effort to complete Make-ready Work within six (6) months of receipt of payment for Make-ready Work from Licensee, except for reasons beyond Licenser's control. For applications consisting of six (6) or fewer poles requiring Make-ready Work, and where Verizon is the only party required to perform make-ready work, Verizon will complete the make-ready work within 45 days.
- 5.5 To the extent practicable, Licenser shall provide Licensee, no less than sixty (60) days prior written notice of any modification of poles (such as pole replacement or relocation) other than routine maintenance, or modifications in response to emergencies, or to a request from a governmental authority.

## **ARTICLE VI - SPECIFICATIONS AND LEGAL REQUIREMENTS**

- 6.1 Licensee's Facilities shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the "Blue Book - Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc.; the "National Electrical Code (NEC)", published by the National Fire Protection Association, Inc.; the "National Electrical Safety Code" (NESC), published by the Institute of Electrical and Electronics Engineers, Inc.; and rules and regulations of the U.S. Department of Labor issued pursuant to the "Federal Occupational Safety and Health Act of 1970", as amended, (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.



- 6.2 Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain Licensee's Facilities on public and private property at the location of Licensors' poles. Licensee shall be responsible for obtaining permission from any joint Owner(s) or Joint User(s) of the pole before making any attachment thereto. This permission shall be in the form of a license or other writing.
- 6.3 No license granted under this Agreement shall extend to any of the Licensors' poles where the placement of Licensee's attachments would result in a forfeiture of the rights of licensor, Joint Owner(s), or Joint User(s) to occupy the property on which such poles are located. If placement of Licensee's attachments would result in a forfeiture of the rights of licensor, Joint Owner(s), or Joint User(s) or both, to occupy such property, Licensee agrees to remove its attachments forthwith; and Licensee agrees to pay Licensor, Joint Owner(s) or Joint User(s), or both all losses, damages and costs incurred as a result thereof.

## ARTICLE VII - CONSTRUCTION AND MAINTENANCE OF ATTACHMENTS

### 7.1 General Provisions

- 7.1.1 Licensee shall, at its own expense, construct and maintain its attachments and facilities on Licensors' poles in a safe condition and in a manner acceptable to Licensor. Licensee shall construct and maintain its attachments and facilities so as not to conflict with the use of Licensors' poles by Licensor or by other authorized users of Licensors' poles, nor electrically interfere with Licensors' facilities attached thereto.
- 7.1.2 Licensor shall specify the point of attachment on each of Licensors' poles to be occupied by licensee's attachment. Where multiple Licensees' attachments are involved, Licensor shall attempt, to the extent practical, to designate the same relative position on each pole for each Licensee's attachments.
- 7.1.3 Licensee shall provide written notice to the Licensor of the actual dates of attachment within thirty (30) days of the date of attachment so that Licensor may promptly schedule a Post-construction Inspection.
- 7.1.4 Licensee may attach its guy strand to Licensors' existing anchor rod at no charge where Licensor determines that adequate capacity is available; provided that Licensee agrees to secure any necessary right-of-way therefor from the appropriate property owner. Should Licensor, Joint Owner(s) or Joint User(s), if any, for its own service requirements, need to

increase its load on the anchor rod to which Licensee's guy is attached, Licensee will either arrange its guy strand on the anchor rod or transfer it to a replacement anchor as determined by Licensor.

- 7.1.5 Should Licensor, Joint Owner(s), Joint User(s), or other Licensee need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will either rearrange its attachments on the pole or transfer them to a replacement pole as determined by Licensor so that the additional facilities of Licensor, Joint Owner(s) Joint User(s) or other Licensee may be attached.
- 7.1.6 If Licensee does not rearrange or transfer its attachments within fifteen (15) days after receipt of written notice from Licensor requesting such rearrangement or transfer and indicating that such pole is ready for rearrangement or transfer by Licensee, Licensor, Joint Owner(s) or Joint User(s) may perform or have performed such rearrangement or transfer, and, notwithstanding the provisions of subpart 7.1.7, Licensee agrees to pay the cost thereof.
- 7.1.7 Licensee shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is necessitated solely as a result of an additional attachment or modification of an existing attachment sought by another party (including the Licensor, Joint Owner(s) or Joint User(s)) and should be paid for any work it performs to accommodate such request. 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. Licensor 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.
- 7.1.8 Unless otherwise governed by law, all tree trimming made necessary, in the opinion of the Licensor, by reason of the Licensee's proposed attachments at the time of attachment provided the owner(s) of such trees grant permission to the Licensor, shall be performed by contractors approved by and under the direction of Licensor, at the sole expense of the Licensee.
- 7.1.9 Any such tree trimming that may be required on Licensee's customer's premises, to clear Licensee's cable drop, shall be performed by the Licensee at its expense.



- 7.1.10 Tree trimming needed as a result of adverse weather conditions, such as wind, snow or ice storms, shall be performed by Licensor or its approved contractors. Since such tree trimming benefits Licensor, Licensee and other parties that may be lawfully attached to Licensor's poles, Licensee agrees to negotiate in good faith with the Licensor, on a case-by-case basis, to establish an appropriate sharing of costs associated with the tree-trimming projects.
- 7.1.11 For each new facility attached by Licensee to Licensor's poles, on or after the date of execution of this Agreement, Licensee shall place identification tags on cables located on poles and identification apparatus tags on any associated items of Licensee's Facilities. Licensee shall also place these identification tags when engaged in an Overlash or Rebuild project. Overlashed bundles require one tag per bundle, per Licensee. The requirements for identification tags are set forth in the Blue Book.
- 7.1.12 When Licensor deems it an immediate threat to safety and/or an emergency exists, it may rearrange, transfer, or remove Licensee's attachments to Licensor's poles at Licensee's expense. Licensor shall make reasonable efforts to contact Licensee as circumstances permit.
- 7.2 Licensee's Routine Maintenance, Overlash, Rebuild Work and Placement of Power Supplies
  - 7.2.1 Licensee shall work cooperatively with the local Verizon New England Reimbursable Construction Engineer when performing routine Maintenance Work on its facilities and/or attachments. Cooperative practices shall include a system of notification by phone, facsimile, answering system, or otherwise for scheduling purposes. Any work, which involves six or fewer adjacent spans shall be presumed to be routine Maintenance Work. Significant simultaneous maintenance activity within a geographic area may be deemed by Licensor to be Rebuild activity.
  - 7.2.2 Licensee shall follow the procedures set forth in APPENDICES V, VI and VII, hereof, in performing Rebuild or Overlash work and placing power supplies.

## ARTICLE VIII - INSPECTION OF LICENSEE'S FACILITIES

- 8.1 The Licensor reserves the right to make Post-construction, Subsequent, and Periodic Inspections of any part or all of Licensee's facilities attached to Licensor's poles and/or anchors. Licensor shall provide Licensee with a copy of any written report of such inspection within thirty (30) days following the inspection. Charges and billing for Inspections as set forth in Article III shall



apply, provided that Verizon New England commences Post-construction and Subsequent Inspections within 90 days after notification from Licensee that the work is complete.

- 8.2 Except as provided in Appendix VI and VII, Post-construction Inspections shall consist of a 10 percent sample of the poles to which the Licensee has attached facilities after completion of work. If Verizon New England determines that the Licensee is not in compliance at greater than 2 percent of the sampled locations, Verizon New England may inspect and bill Licensee to inspect all poles involved in the project. Within ten (10) days of the completion of a Post-construction Inspection, the Licensor shall notify the Licensee in writing of the date of completion of Post-construction inspection and its findings.
- 8.3 Where Post-construction Inspection by the Licensor has been completed and non-complying conditions have been identified, Licensee shall correct any non-complying conditions within thirty (30) days of the date of the written notice from the Licensor. If after said 30-day period Licensee has not corrected all such non-complying conditions, Licensor may notify Licensee that if all such non-complying conditions are not corrected within an additional 30-day period, no further attachment authorizations shall be issued to Licensee until Licensee's facilities are brought into compliance. If corrections are not made by Licensee within 30 days from the second notification by Licensor, the Licensor may perform or have performed such corrections and Licensee shall pay to the Licensor the cost of performing such work.
- 8.4 Licensor may undertake Subsequent Inspections to determine if appropriate corrective action has been taken by Licensee. If the Subsequent Inspection finds continued non-complying conditions, Licensor may perform or have performed corrective action at the sole expense of the Licensee or Licensor may terminate the license pursuant to Article X.
- 8.5 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.
- 8.6 Licensor reserves the right to make Periodic Inspections of all or any part of the attachments or facilities of Licensee at the expense of Licensee, upon sixty (60) days written notice to the Licensee. Periodic Inspections of the entire plant of the Licensee will not be made more often than once every five years unless, in Licensor's judgment, such inspections are required for reasons involving safety or because of an alleged violation by Licensee of the terms of this Agreement. Licensor shall make a reasonable effort to coordinate its Periodic Inspections with any Joint Owner.

## ARTICLE IX - UNAUTHORIZED ATTACHMENTS

- 9.1 If any of Licensee's facilities are attached to Licensors poles without being licensed, Licensors, may recover fees as specified in subpart 9.2, without prejudice to its other rights or remedies under this Agreement, including termination, or otherwise, and require Licensee to submit in writing, within thirty (30) days after receipt of written notification from Licensors of the unauthorized attachment, a pole attachment application. If such application is not received within the specified time period, Licensee shall remove its unauthorized attachments within thirty (30) days of the final date for submitting the required application, or Licensors may remove Licensee's attachments or facilities without liability at the Licensee's expense.
- 9.2 Upon discovery of an unauthorized attachment, Licensee agrees to pay an amount equal to five times the current applicable annual Attachment Fee specified in APPENDIX I times the number of unauthorized attachments. The penalty shall be in addition to all other amounts due and owing to Licensors under this Agreement.

## ARTICLE X - TERMINATION

### 10.1 60-Day Termination

In addition to rights of termination provided to the Licensors under other provisions of this Agreement, the Licensors shall have the right to terminate Licensee's license, authorizations and/or 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 an unlawful act or undertaking;
- (b) the Licensee ceases to have authority to construct and operate its facilities on public or private property at the location of the particular pole or anchor covered by the authorization;
- (c) the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations thereunder;
- (d) the Licensee attaches to a utility pole and/or anchor without having first been issued authorization therefor;
- (e) the Licensee, subject to provisions specified in Article II, ceases to provide its services;



- (f) the Licensee sublets or apports part of the licensed assigned space or otherwise permits its assigned space to be used by an entity or an affiliate not a party to this Agreement.

10.1.1 The Licenser will notify the Licensee in writing of any instances cited in this subpart. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Licenser within sixty (60) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue or correct non-compliance and fails to give the required written confirmation to the Licenser within the time stated above, the Licenser may terminate the license(s), authorization and/or rights granted hereunder for the poles and/or anchors at which such non-compliance has occurred.

## 10.2 Immediate Termination

Pole attachment license(s), authorization and/or rights are automatically and immediately terminated by the Licenser if:

- (a) except in circumstances in which Licenser has accepted evidence of self-insurance in accordance with Article XIV, the Licensee's insurance carrier shall at any time notify the Licenser that the policy or policies of insurance as required in Article XIV 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 under Article III or to deposit any sum required under this Agreement, or shall fail to maintain satisfactory surety as required in Article XII;
- (c) any authorization that may be required by any governmental or private authority for the construction, operation and maintenance of the Licensee's facilities on a pole or anchor is denied, revoked or cancelled.

## 10.3 General

10.3.1 In the event of termination of any of the Licensee's licenses, authorization and/or rights hereunder, the Licensee shall remove its facilities from the poles and anchors within sixty (60) 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 pole(s) and anchor(s). If the Licensee fails to remove its facilities within



the specified period, the Licensor shall have the right to remove such facilities at the Licensee's expense and without liability on the part of the Licensor for damage or injury to such facilities or interruption of Licensee services.

10.3.2 When Licensee's facilities are removed from a pole or anchor, no attachment to the same 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 made previously and all outstanding charges due to the Licensor for such pole or anchor have been paid in full.

10.3.3 Any license issued under this Agreement shall automatically terminate when Licensee ceases to have authority to construct, operate and/or maintain its attachments on the public or private property at the location of the particular pole covered by the license. Such automatic termination shall be stayed if the Licensee has sought judicial or regulatory review of the decision that: (1) has acted to terminate such authority or (2) has declared that the Licensee lacks such authority.

10.4 Licensee's Removal of Attachments

10.4.1 Licensee may at any time remove its attachments from a pole or anchor after first giving Licensor written notice of such removal. Licensee shall complete and provide to Licensor the Notification of Discontinuance of Use of Poles as contained in APPENDIX IV hereto. Licensor shall verify and execute such form within thirty (30) days of submission. Billing for the attachment shall cease as of the last day of the month in which verification occurs. Licensor may update this form from time to time during the term of this Agreement.

10.4.2 Following such removal, no attachment shall again be made to such pole until Licensee shall have complied first with all of the provisions of this Agreement as though no such attachment had been made previously.

**ARTICLE XI - ASSIGNMENT OF RIGHTS**

11.1 Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's affiliates, successors or assigns without the prior written consent of Licensor, which consent shall not be unreasonably withheld; provided, however, no consent of Licensor is required if the Licensee assigns or transfers this Agreement to an affiliate and notifies the Licensor of such assignment or transfer, including any change in the notice address to be provided in accordance with subpart 15.3.

- 11.2 In the event such consent or consents are granted by Licensor, then this Agreement shall extend to and bind the affiliates, successors and assigns of the parties hereto.
- 11.3 Pole space licensed to Licensee hereunder is for the use of the Licensee named in this Agreement only, and Licensee shall not lease, sublicense, share with, convey or resell to any affiliates, subsidiaries, or any others any such space or rights granted hereunder.

## **ARTICLE XII - SURETY REQUIREMENTS**

- 12.1 Upon request of Licensor, a new Licensee, or an existing Licensee that lacks a history of prompt payments shall furnish bond or other satisfactory evidence of financial security in an amount specified as follows in subpart 12.2 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 facility upon termination of any authorization issued hereunder.
- 12.2 Licensee shall furnish a bond or other security satisfactory 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).
- 12.3 If the financial security is in the form of a bond or irrevocable Letter of Credit, 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 Licensor, within the dollar limits of the instrument, any sum demanded by the Licensor as due under the 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 or Letter of Credit to the full amount required under this Article, within thirty (30) days after notice of such payment is sent to the Licensee.
- 12.4 The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee.

## **ARTICLE XIII - LIABILITY AND DAMAGES**

- 13.1 Licensor reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a



manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's communications services arising in any manner, except from Licensor's sole negligence, out of the use of Licensor's poles.

- 13.2 Licensee shall exercise precaution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and Licensee assumes all responsibility for any and all loss from such damage caused by Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.
- 13.3 Licensor shall exercise precaution to avoid damaging the facilities of Licensee. Licensor shall make an immediate report to Licensee of the occurrence of any such damage and agrees to reimburse the respective parties for reasonable, direct costs incurred in making repairs.
- 13.4 Except to the extent as may be caused by the negligence of Licensor, Licensee shall defend, indemnify and save harmless Licensor against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Agreement (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against Licensor, by reason of:
- (a) any work or action done upon the poles licensed hereunder or any part thereof performed by Licensee or any of its agents, contractors, servants, or employees;
  - (b) any use, occupation, condition, operation of said poles or any part thereof by Licensee or any of its agents, contractors, servants, or employees;
  - (c) any act or omission on the part of Licensee or any of its agents, contractors, servants, or employees, for which Licensor may be found liable;
  - (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by Licensee or any of its agents, contractors, servants, or employees;
  - (e) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement;

- (f) payments made under any Workers' Compensation Law or under any plan for employees disability and death benefits arising out of any use of the poles by Licensee or any of its agents, contractors, servants, or employees;
  - (g) the erection, maintenance, presence, use, occupancy or removal of Licensee's Facilities by Licensee or any of its agents, contractors, servants, or employees or by their proximity to the facilities of other parties attached to Licensor's poles; provided that Licensee shall defend, indemnify, and save harmless Licensor 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 Licensee's agents, contractors, servants, or employees of any of Licensee's contractors or agents; or by
  - (h) any and all such liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses brought, made or asserted by any of Licensee's agents, contractors, servants, or employees of any of Licensee's contractors or agents.
- 13.5 Licensee shall indemnify, save harmless and defend Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee'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 Licensee's poles, or otherwise.

The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued thereunder.

#### ARTICLE XIV - INSURANCE

- 14.1 Licensee and its subcontractors (if any) agree to purchase and maintain during the term hereof all insurance and/or bonds required by law or this Agreement including without limitation:
- (a) Commercial General Liability Insurance (including, but not limited to, premises-operations, explosion and collapse, underground hazard, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury) with limits of at least \$2,000,000. combined single limit for each occurrence. (Limits may be satisfied with primary and/or excess coverage.)



- (b) Commercial Automobile Liability with limits of at least \$2,000,000. combined single limit for each occurrence.
  - (c) Workers' Compensation insurance as required by Statute, and Employer's Liability insurance with limits of not less than \$1,000,000. per occurrence.
- 14.2 All insurance must be in effect before Licensor will authorize Licensee to make attachment to Licensor's pole(s) and shall remain in force until such Attachments have been removed from all such poles.
- 14.3 Licensee shall annually submit to Licensor satisfactory evidence of such insurance by an ACORD Form or other satisfactory form in general use by the insurance industry for each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; and that such certificates will name the Licensor as an additional insured under the public liability policy and that it will not cancel or change any such policy of insurance issued to Licensee except after giving of not less than sixty (60) days written notice to Licensor. In the case of a self-insured Licensee, Licensor may elect to accept satisfactory evidence of such self-insurance in lieu of the ACORD Form.

## ARTICLE XV - GENERAL PROVISIONS

### 15.1 Authorization Not Exclusive

Nothing herein contained shall be construed as a grant of any exclusive authorization, 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 pole covered by this Agreement.

### 15.2 Failure to Enforce

Failure of Licensor to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

### 15.3 Notices

APPENDIX II sets forth where written notices required under this agreement shall be sent to Licensor and Licensee. Notice shall be acceptable in the following forms: first class mail, or if time-sensitive, facsimile followed by first

class mail or overnight mail with receipt. Licensee shall complete APPENDIX II and submit it to Licensor with this Agreement.

15.4 Severability

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions. If the invalid or unenforceable provision or provisions shall be considered an essential element of this Agreement, the parties shall promptly attempt to negotiate a substitute therefor.

15.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth where the Licensor's poles are located, as set forth in this Agreement, without regard to the principles of conflicts of law. All actions under this Agreement shall be brought in a court of competent subject-matter jurisdiction of the county of the capital of such State or Commonwealth or a regulatory agency with subject-matter jurisdiction, and both parties agree to accept and submit to the personal jurisdiction of such court or regulatory agency. Licensee also agrees to submit to the jurisdiction of any court in the United States wherein an action is commenced against Licensor based on a claim for which Licensee has indemnified Licensor hereunder.

15.6 Compliance with Laws

The parties hereto shall at all times observe and comply with, and the provisions of this Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances, or regulations remain in effect.

Licensee agrees to indemnify and hold harmless Licensor for, from and against and defend Licensor against, any loss or damage sustained because of Licensee's noncompliance hereunder.

15.7 Survival

All rights and obligations hereunder granted or incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of this Agreement shall survive such cancellation, termination, or expiration.



15.8 Use of Information

Licensee may provide to Licensor license applications and business plans of its future needs for pole attachments. Such information will allow Licensor to better forecast personnel and equipment requirements. However, as to business plans, such information shall be deemed for use as advance planning purposes only; and no obligation shall be created that Licensor hire personnel or purchase equipment, or Licensee submit license applications for the pole attachments. Such information shall be used only by such employees or contractors of Licensor who have responsibilities relating to the administration of, or to work to be performed under, this Agreement and said employees shall treat such information as Licensor treats its own confidential information of similar type and value. Licensor's obligations hereunder shall not extend to any information that are now available to the public or become available by reason of acts or omissions not attributable to Licensor.

15.9 Access to Records

Licensor, upon receipt of written request, shall provide access to Licensor's pole records in accordance with "Job Aid For Requests To Records" attached hereto as APPENDIX VIII. Licensor may update this form from time to time during the term of this Agreement.

15.10 Dispute Resolution

In the case where Licensee claims that a term or condition is unjust or unreasonable, Licensee shall submit a complaint to the Manager-License Administration Group, specifying all information and its argument relied on to justify its claim. Licensor shall provide a written response to such complaint within 10 business days after receipt of the complaint. Such response shall specifically address all contentions made by Licensee. If Licensee continues to have issues, it may request a meeting with Manager-License Administration Group to discuss such issues. Such meeting shall be held within five (5) business days. If the Licensee is not satisfied with the results of such meeting, it may file a complaint with the regulatory body of competent jurisdiction.

15.11 Emergency Conditions

All parties shall work cooperatively in the case of an emergency to restore service to their respective customers.


## ARTICLE XVI – TERM OF AGREEMENT

Except as provided below, this Agreement shall remain in effect; provided, however, that the Licenser may, no less than two years from this date and upon written notice, require the Licensee to engage in good-faith negotiations with the Licenser to amend the Agreement to comport with regulatory changes or obligations. If, the parties cannot agree to an amendment, they shall submit the matter to the regulatory agency with jurisdiction to resolve the matter. The Agreement may be terminated by Licensee by written notice of termination no less than 30 days prior to the effective date of such termination; provided, however, that such early termination shall not become effective until the Licensee has discontinued all existing licenses and has removed any and all facilities. The Agreement may be terminated upon written notice by the Licenser if, within one year from this date, the Licensee has placed no facilities on the Licenser's poles in accordance with the Agreement.

Upon execution, this Agreement cancels and supercedes all previously executed Agreements between MediaOne of New England, Public Service Company of New Hampshire and Verizon New England Inc. with respect to the subject matter contained herein.

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


Licenser: **VERIZON NEW ENGLAND INC.**

By:   
(Print Name) Susan Dyer Mercer

(Title) for Director Outside Plant Engineering

(Date) 4/15/03

Licenser: **PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE**

By:   
(Print Name) John G. Tibby

(Title) Director - Energy Delivery

(Date) 2/7/03

Licensee: **MEDIAONE OF NEW ENGLAND, INC.**

By: 

(Print Name) Kevin M. Casey  
(Title) SVP, New England

(Date) 4/7/03



**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed    #REF!    Total Poles requiring Consolidated Make-Ready \_\_\_\_\_

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM																
SURVEYORS:				DATE OF SURVEY: XX/XX/XXXX				CWO #:								
Consolidated				MUNIC:		#REF!		STATE:		NH		Exch Code:			Munic Code:	
Licensee				LICENSEE NAME:				Comcast of NH/ME Inc.				LICENSEE APPLICATION #				
ELCO				ELCO NAME:		Eversource				Consolidated APPLICATION #:						
LOCATION		POLE #		ATT	OWNERSHIP						CHARGE		WORK DESCRIPTION			
TEL RTE / STREET NAME		Tel	El	F/C	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS		*Height of Att.	
				P.S. Riser	Tel	El	Tel	El	Tel	El						
0    0		0	0	0												
0    0		0	0	0												
0    0		0	0	0												
0    0		0	0	0												
0    0		0	0	0												
TOTALS:																

**\*Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by Consolidated and Elco surveyor.**  
*Licensee to complete bold Italicized areas only.            (Provide ownership information if known)*

Application # **LBFT-05**  
Date: **8/16/2019**  
Municipality: **BELMONT**  
State: **New Hampshire** Abbreviation **NH**  
ELCO Name: **Eversource**  
Agreement Date:  
Agreement #  
TELCO Name: **Consolidated**

Surveyor's Name: **TODD AUSTIN - CELL 603-327-5501**  
Cable Strand Size: **6.6m**  
lb/ft of Cable: **1.47 lbs./10 ft.**

Licensee: **Comcast of NH/ME Inc.**  
Street Address: **91 Industrial Park Rd.**  
City: **Plymouth**  
State: **Massachusetts** Abbreviation **MA**  
ZIP: **02360**  
Licensee's Name: **Comcast-Linda LePage**  
Title: **Comcast Utilities**  
Tel. No.: **(508) 846-3282** Extension:  
Fax. No.:  
E-mail: [linda\\_lepage@cable.comcast.com](mailto:linda_lepage@cable.comcast.com)

Number of  
Power Supplies

Number of  
Other Attachments

LICENSEE POLE INFORMATION							
	Street / Pole Location	Pole Number				ATT	
		Telephone		Electric		F-Fiber, C-Copper or Coax, PS-Power Supply, R-Riser	
		Route #	Pole #	Route #	Pole #		
1	Rt 106	130	100	188	31	F	
2	Rt 106	130	99	188	30	F	
3	Rt 106	130	98 1/2	188	29	F	
4	Rt 106	130	98	188	28	F	
5	Rt 106	130	97	188	27	F	
6	Rt 106	130	96 1/2	188	26	F	
7	Rt 106	130	96	188	25	F	
8	Rt 106	130	95	188	24	F	
9	Rt 106	130	94	188	23	F	
10	Rt 106	130	93 1/2	188	22	F	
11	Rt 106	130	93	188	21	F	
12	Rt 106	130	92	188	20	F	
13	Rt 106	130	91 1/2	188	19	F	
14	Rt 106	130	91	188	18	F	
15	Rt 106	130	91S	188	18S	F	
16	Rt 106	130	90 1/2	188	17	F	
17	Rt 106	130	90 1/2S	188	17S	F	
18	Rt 106	130	90	188	16	F	
19	Rt 106	130	90S	188	15	F	
20	Rt 106	130	89	188	14	F	
21	Rt 106	130	88	188	13	F	
22	Rt 106	130	87	188	12	F	
23	Rt 106	130	86 1/2	188	11	F	
24	Rt 106	130	86	188	10	F	
25	Rt 106	130	85	188	9	F	
26	Rt 106	130	84 1/2	188	8	F	
27	Rt 106	130	84	188	7	F	
28	Rt 106	130	83	188	6	F	
29	Rt 106	130	82	188	5	F	
30	Rt 106	130	81 1/2	188	4	F	
31	Rt 106	130	81	188	3	F	
32	Rt 106	130	80 1/2	188	2	F	
33	Rt 106	130	80	188	1	F	
34	Rt 106 c/o PLUMMER HILL RD	130	80S	188	1S	F	
35	PLUMMER HILL RD	130	NT	188	1SA	F	
36	PLUMMER HILL RD	130	79	187	18	F	
37	PLUMMER HILL RD c/o OVERLOOK RD	185	1	187	19	F	
38	OVERLOOK RD	185	185-1L	187	19A	F	
39	Rt 106 c/o OLS PRESCOTT HILL RD	130	76	189	1	F	
40	OLD PRESCOTT HILL RD	130	75	189	2	F	
41	OLD PRESCOTT HILL RD	130	74	189	3	F	
42	OLD PRESCOTT HILL RD	130	73 1/2	189	3 1/2	F	
43	OLD PRESCOTT HILL RD	130	73	189	4	F	
44	OLD PRESCOTT HILL RD	130	72	189	7	F	
45	OLD PRESCOTT HILL RD	130	72	189	8	F	
46	OLD PRESCOTT HILL RD	130	70	189	9	F	
47	OLD PRESCOTT HILL RD	130	69 3/4	189	9X	F	
48	OLD PRESCOTT HILL RD	130	69 1/2	189	9Y	F	
49	OLD PRESCOTT HILL RD	130	69	189	10	F	
50	OLD PRESCOTT HILL RD c/o RANDLET DR	130	68	189	11	F	



51	Laconia Rd c/o Bishop Rd	1305	79	187A	1-	F			
52	Laconia Rd	1305	1	187A	1	F			
53	Laconia Rd	1305	1 1/2	187A	2	F			
54	Laconia Rd	1305	2	187A	3	F			
55	Laconia Rd	1305	3	187A	4	F			
56	Laconia Rd	1305	4	187A	5	F			
57	Laconia Rd	1305	5	187A	6	F			
58	Laconia Rd	1305	6	187A	7	F			
59	Laconia Rd	1305	7	187A	8	F			
60	Bishop Rd	1302	1	187	16	F			
61	Bishop Rd	1302	1 1/2	187	15	F			
62	Bishop Rd	1302	2	187	14 1/2	F			
63	Bishop Rd	1302	3	187	14	F			
64	Bishop Rd	1302	4	187	13	F			
65	Bishop Rd	1302	5	187	12	F			
66	Bishop Rd	1302	6	187	11	F			
67	Bishop Rd	1302	7	187	10	F			
68	Bishop Rd	1302	8	187	9	F			
69	Bishop Rd	1100	NT	187	8	F			
70	Bishop Rd	1100	7	187	7	F			
71	Bishop Rd	1100	6	187	6	F			
72	Bishop Rd	1100	5	187	5	F			
73	Bishop Rd	1100	4	187	4	F			
74	Bishop Rd	1100	3	187	3	F			
75	Bishop Rd	1100	2	187	2	F			
76	Bishop Rd	1100	1	187	1	F			
77	Mile Hill Rd c/o Old Ladd Hill Rd & Bishop Rd	110	47	18	49	F			
78	Mile Hill Rd	110	46	18	48	F			
79	Mile Hill Rd	110	45	18	47	F			
80	Mile Hill Rd	110	44	18	46	F			
81	Mile Hill Rd	110	43	18	45	F			
82	Mile Hill Rd	110	42	18	44	F			
83	Mile Hill Rd	110	41	18	43	F			
84	Mile Hill Rd	110	40	18	42	F			
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**APPLICATION AND POLE ATTACHMENT LICENSE**

Licensee Comcast of NH/ME Inc.  
 Street Address 91Industrial Park Rd.  
 City, State, and Zip Plymouth, MA 02360  
 Date August 16, 2019

In accordance with the terms and conditions of the Pole Attachment Agreement,  
 application is hereby made for a license to make 84  
Power Supply and other attachments located in the municipality of  
BELMONT in the State of New Hampshire.

This request will be designated **Pole Attachment License Application Number**

LBFT-05 Attached are my power supply specifications if applicable. The cable's  
 strand size is 6.6m and weight per foot of cable is 1.47lb./10ft.

Licensee's Name (Print) Comcast-Linda LePage

Signature Linda LePage

Title Comcast Utilities

Eversource

**Power Company**

Tel. No. (508) 846-3282

Fax No. n/a

E-Mail [linda\\_lepage@cable.comcast.com](mailto:linda_lepage@cable.comcast.com)

\*\*\*\*\***For licensor use, do not write below this line**\*\*\*\*\*

Pole Attachment License Application Number \_\_\_\_\_ is hereby granted to make  
 the attachments described in this application to \_\_\_\_\_ attachments to JO<sup>1</sup> poles, \_\_\_\_\_  
 attachments to FO<sup>2</sup> poles, \_\_\_\_\_ attachments to JU<sup>3</sup> poles and \_\_\_\_\_ Power Supplies and  
 \_\_\_\_\_ other attachments located in the municipality of \_\_\_\_\_, in the State of  
New Hampshire as indicated on the attached form 3.

Licensor's Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
 (AGREEMENT ID #)

Date \_\_\_\_\_

Tel. No. \_\_\_\_\_

The Licensee shall submit an original copy of this application to Northern New England  
 Telephone Operations LLC, d/b/a Consolidated Communications-NNE and  
 the appropriate Power Company.



**AUTHORIZATION FOR FIELD SURVEY WORK**Licensee: **Comcast of NH/ME Inc.**

In accordance with Article III & Appendix I of the Pole Attachment Agreement, following is a summary of the charges which will apply to complete a field survey covering Pole Attachment License Application Number **LBFT-05** in the municipality of **BELMONT** in the State of New Hampshire.

**FIELD SURVEY CHARGES**

<b><u>Field Survey</u></b>	<b><u>#Poles</u></b>	<b><u>Unit Rate</u></b>	<b><u>Total</u></b>
Field Survey 1-10 Poles	1	\$ 275.00	\$ 275.00
Field Survey 11-200 Poles	74	\$ 9.90 per Pole	\$ 732.60
Additional Travel Time*	75+	\$ 200.00 per Day	\$ 200.00
	150+	\$ 200.00 per Day	\$ -
<b>TOTAL Charges</b>			<b><u>\$ 1,207.60</u></b>

\* Based on an average of 75 poles surveyed per day, add \$200.00 travel time for each additional day required to complete survey.

Please note, if you calculated the cost incorrectly, your check will be returned and a new check for the correct amount must be received by this office in order to schedule the survey. If you need assistance, please call the **HOTLINE on (866) 774-5228**.

The required field survey covering Pole Attachment License Application # **LBFT-05** is authorized. I am enclosing an advance payment in the amount **\$ 1,207.60**

Licensee's Name (Print)

Comcast-Linda LePage

Signature

Linda LePage

Title

Comcast Utilities

Address

91 Industrial Park Rd. Plymouth, MA 02360

Tel. No.

(508) 846-3282

Date

8/16/19

**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM																
SURVEYORS:				DATE OF SURVEY:				8/16/2019								
CONSOLIDATED				MUNIC:		BELMONT		STATE:		NH		CWO #:				
												Exch Code:                      Munic Code:				
Licensee				TODD AUSTIN - CELL 603-327-5501				Comcast of NH/ME Inc.				LICENSEE APPLICATION #		LBFT-05		
ELCO				ELCO NAME:				Eversource				CONSOLIDATED APPLICATION #:				
LOCATION			POLE #		ATT	OWNERSHIP				CHARGE		WORK DESCRIPTION				
TEL RTE / STREET NAME			Tel	El	F/C	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS		*Height of Att.
					P.S. Riser	Tel	El	Tel	El	Tel	El					
130 Rt 106			100	31	F											
130 Rt 106			99	30	F											
130 Rt 106			98 1/2	29	F											
130 Rt 106			98	28	F											
130 Rt 106			97	27	F											
TOTALS:																

**\*Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by CONSOLIDATED and Elco surveyor.**

*Licensee to complete bold Italicized areas only.*

*(Provide ownership information if known)*



**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM																
SURVEYORS:				DATE OF SURVEY:				8/16/2019								
CONSOLIDATED				MUNIC:		BELMONT		STATE:		NH		CWO #:				
												Exch Code:                      Munic Code:				
Licensee				TODD AUSTIN - CELL 603-327-5501				Comcast of NH/ME Inc.				LICENSEE APPLICATION #		LBFT-05		
ELCO				ELCO NAME:				Eversource				CONSOLIDATED APPLICATION #:				
LOCATION			POLE #		ATT	OWNERSHIP				CHARGE		WORK DESCRIPTION				
TEL RTE / STREET NAME			Tel	El	F/C	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS		*Height of Att.
					P.S. Riser	Tel	El	Tel	El	Tel	El					
130 Rt 106			96 1/2	26	F											
130 Rt 106			96	25	F											
130 Rt 106			95	24	F											
130 Rt 106			94	23	F											
130 Rt 106			93 1/2	22	F											
TOTALS:																

**\*Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by CONSOLIDATED and Elco surveyor.**

*Licensee to complete bold Italicized areas only.*

*(Provide ownership information if known)*

**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM																			
SURVEYORS:				DATE OF SURVEY:				8/16/2019											
CONSOLIDATED				MUNIC:		BELMONT		STATE:		NH		CWO #:							
												Exch Code:                      Munic Code:							
Licensee				TODD AUSTIN - CELL 603-327-5501				Comcast of NH/ME Inc.				LICENSEE APPLICATION #		LBFT-05					
ELCO				ELCO NAME:				Eversource				CONSOLIDATED APPLICATION #:							
LOCATION				POLE #		ATT		OWNERSHIP				CHARGE		WORK DESCRIPTION					
TEL RTE / STREET NAME				Tel      El		F/C		J.O.		J.U.		F.O.		YES      NO		TASK #S / REMARKS		*Height of Att.	
						P.S. Riser		Tel      El		Tel      El		Tel      El							
130      Rt 106				93              21		F													
130      Rt 106				92              20		F													
130      Rt 106				91 1/2              19		F													
130      Rt 106				91              18		F													
130      Rt 106				91S              18S		F													
TOTALS:																			

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*Licensee to complete bold Italicized areas only.*

*(Provide ownership information if known)*



**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM															
SURVEYORS:				DATE OF SURVEY: 8/16/2019						CWO #:					
CONSOLIDATED				MUNIC: BELMONT		STATE: NH		Comcast of NH/ME		Exch Code:		Munic Code:			
Licensee		TODD AUSTIN - CELL 603-327-5501		LICENSEE NAME: Inc.						LICENSEE APPLICATION #		LBFT-05			
ELCO				ELCO NAME:		Eversource						CONSOLIDATED APPLICATION #:			
LOCATION			POLE #		ATT	OWNERSHIP				CHARGE		WORK DESCRIPTION			
TEL RTE / STREET NAME			Tel	El	F/C	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS	*Height of Att.
					P.S. Riser	Tel	El	Tel	El	Tel	El				
130 Rt 106			90 1/2	17	F										
130 Rt 106			90 1/2S	17S	F										
130 Rt 106			90	16	F										
130 Rt 106			90S	15	F										
130 Rt 106			89	14	F										
TOTALS:															

**\*Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by CONSOLIDATED and Elco surveyor.**

*Licensee to complete bold Italicized areas only. (Provide ownership information if known)*

**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM																
SURVEYORS:				DATE OF SURVEY: 8/16/2019						CWO #:						
CONSOLIDATED				MUNIC: BELMONT		STATE: NH		Comcast of NH/ME		Exch Code:		Munic Code:				
Licensee		TODD AUSTIN - CELL 603-327-5501		LICENSEE NAME: Inc.						LICENSEE APPLICATION #		LBFT-05				
ELCO				ELCO NAME:		Eversource				CONSOLIDATED APPLICATION #:						
LOCATION			POLE #		ATT	OWNERSHIP						CHARGE		WORK DESCRIPTION		
TEL RTE / STREET NAME			Tel	El	F/C	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS		*Height of Att.
					P.S. Riser	Tel	El	Tel	El	Tel	El					
130	Rt 106		88	13	F											
130	Rt 106		87	12	F											
130	Rt 106		86 1/2	11	F											
130	Rt 106		86	10	F											
130	Rt 106		85	9	F											
TOTALS:																

**\*Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by CONSOLIDATED and Elco surveyor.**

*Licensee to complete bold Italicized areas only. (Provide ownership information if known)*

**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM															
SURVEYORS:				DATE OF SURVEY: 8/16/2019						CWO #:					
CONSOLIDATED				MUNIC: BELMONT		STATE: NH		Comcast of NH/ME		Exch Code:		Munic Code:			
Licensee		TODD AUSTIN - CELL 603-327-5501		LICENSEE NAME: Inc.						LICENSEE APPLICATION #		LBFT-05			
ELCO				ELCO NAME:		Eversource						CONSOLIDATED APPLICATION #:			
LOCATION			POLE #		ATT	OWNERSHIP				CHARGE		WORK DESCRIPTION			
TEL RTE / STREET NAME			Tel	El	F/C	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS	*Height of Att.
					P.S. Riser	Tel	El	Tel	El	Tel	El				
130 Rt 106			84 1/2	8	F										
130 Rt 106			84	7	F										
130 Rt 106			83	6	F										
130 Rt 106			82	5	F										
130 Rt 106			81 1/2	4	F										
TOTALS:															

**\*Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by CONSOLIDATED and Elco surveyor.**

*Licensee to complete bold Italicized areas only. (Provide ownership information if known)*



**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM																	
SURVEYORS:				DATE OF SURVEY:				8/16/2019									
CONSOLIDATED				MUNIC:		BELMONT		STATE:		NH		CWO #:					
												Exch Code:                      Munic Code:					
Licensee				TODD AUSTIN - CELL 603-327-5501				Comcast of NH/ME Inc.				CWO #:					
ELCO				ELCO NAME:				Eversource				CONSOLIDATED APPLICATION #:					
LOCATION				POLE #		ATT		OWNERSHIP				CHARGE		WORK DESCRIPTION			
TEL RTE / STREET NAME				Tel      El		F/C		J.O.		J.U.		F.O.		YES      NO		TASK #S / REMARKS      *Height of Att.	
						P.S. Riser		Tel      El		Tel      El		Tel      El					
130      Rt 106				81      3		F											
130      Rt 106				80 1/2      2		F											
130      Rt 106				80      1		F											
130      Rt 106 c/o PLUMMER HILL RD				80S      1S		F											
130      PLUMMER HILL RD				NT      1SA		F											
TOTALS:																	

**\*Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by CONSOLIDATED and Elco surveyor.**

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**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM																			
SURVEYORS:				DATE OF SURVEY:				8/16/2019											
CONSOLIDATED				MUNIC:		BELMONT		STATE:		NH		CWO #:							
												Exch Code:                      Munic Code:							
Licensee				TODD AUSTIN - CELL 603-327-5501				Comcast of NH/ME Inc.				LICENSEE APPLICATION #		LBFT-05					
ELCO				ELCO NAME:				Eversource				CONSOLIDATED APPLICATION #:							
LOCATION				POLE #		ATT		OWNERSHIP				CHARGE		WORK DESCRIPTION					
TEL RTE / STREET NAME				Tel      El		F/C		J.O.		J.U.		F.O.		YES      NO		TASK #S / REMARKS		*Height of Att.	
						P.S. Riser		Tel      El		Tel      El		Tel      El							
130    PLUMMER HILL RD				79		18		F											
185    PLUMMER HILL RD c/o OVERLOOK RD				1		19		F											
185    OVERLOOK RD				185-1L		19A		F											
130    Rt 106 c/o OLS PRESCOTT HILL RD				76		1		F											
130    OLD PRESCOTT HILL RD				75		2		F											
TOTALS:																			

**\*Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by CONSOLIDATED and Elco surveyor.**

*Licensee to complete bold Italicized areas only.                      (Provide ownership information if known)*

**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM																	
SURVEYORS:				DATE OF SURVEY:				8/16/2019									
CONSOLIDATED				MUNIC:		BELMONT		STATE:		NH		CWO #:					
												Exch Code:                      Munic Code:					
Licensee				TODD AUSTIN - CELL 603-327-5501				Comcast of NH/ME Inc.				CWO #:					
ELCO				ELCO NAME:				Eversource				CONSOLIDATED APPLICATION #:					
LOCATION				POLE #		ATT		OWNERSHIP				CHARGE		WORK DESCRIPTION			
TEL RTE / STREET NAME				Tel      El		F/C		J.O.		J.U.		F.O.		YES      NO		TASK #S / REMARKS	
						P.S.		Tel      El		Tel      El		Tel      El				*Height of Att.	
						Riser											
130    OLD PRESCOTT HILL RD				74		3		0									
130    OLD PRESCOTT HILL RD				73 1/2		3 1/2		0									
130    OLD PRESCOTT HILL RD				73		4		0									
130    OLD PRESCOTT HILL RD				72		7		0									
130    OLD PRESCOTT HILL RD				72		8		0									
TOTALS:																	

**\*Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by CONSOLIDATED and Elco surveyor.**

*Licensee to complete bold Italicized areas only.                      (Provide ownership information if known)*



**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM																
SURVEYORS:				DATE OF SURVEY:				8/16/2019								
CONSOLIDATED				MUNIC:		BELMONT		STATE:		NH		CWO #:				
												Exch Code:                      Munic Code:				
Licensee				TODD AUSTIN - CELL 603-327-5501				Comcast of NH/ME Inc.				LICENSEE APPLICATION #		LBFT-05		
ELCO				ELCO NAME:				Eversource				CONSOLIDATED APPLICATION #:				
LOCATION			POLE #		ATT	OWNERSHIP				CHARGE		WORK DESCRIPTION				
TEL RTE / STREET NAME			Tel	El	F/C	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS		*Height of Att.
					P.S. Riser	Tel	El	Tel	El	Tel	El					
130 OLD PRESCOTT HILL RD			70	9	F											
130 OLD PRESCOTT HILL RD			69 3/4	9X	F											
130 OLD PRESCOTT HILL RD			69 1/2	9Y	F											
130 OLD PRESCOTT HILL RD			69	10	F											
130 OLD PRESCOTT HILL RD c/o RANDELET DR			68	11	F											
TOTALS:																

**\*Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by CONSOLIDATED and Elco surveyor.**

*Licensee to complete bold Italicized areas only.                      (Provide ownership information if known)*

**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM																	
SURVEYORS:				DATE OF SURVEY:				8/16/2019									
CONSOLIDATED				MUNIC:		BELMONT		STATE:		NH		CWO #:					
												Exch Code:                      Munic Code:					
Licensee				TODD AUSTIN - CELL 603-327-5501				Comcast of NH/ME Inc.				CWO #:					
ELCO				ELCO NAME:				Eversource				CONSOLIDATED APPLICATION #:					
LOCATION				POLE #		ATT		OWNERSHIP				CHARGE		WORK DESCRIPTION			
TEL RTE / STREET NAME				Tel      El		F/C		J.O.		J.U.		F.O.		YES      NO		TASK #S / REMARKS      *Height of Att.	
						P.S. Riser		Tel      El		Tel      El		Tel      El					
1305    Laconia Rd c/o Bishop Rd				79		1-		F									
1305    Laconia Rd				1		1		F									
1305    Laconia Rd				1 1/2		2		F									
1305    Laconia Rd				2		3		F									
1305    Laconia Rd				3		4		F									
TOTALS:																	

**\*Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by CONSOLIDATED and Elco surveyor.**

*Licensee to complete bold Italicized areas only.                      (Provide ownership information if known)*

**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM														
SURVEYORS:			DATE OF SURVEY: 8/16/2019						CWO #:					
CONSOLIDATED			MUNIC:	BELMONT		STATE:	NH		Exch Code:		Munic Code:			
Licensee	TODD AUSTIN - CELL 603-327-5501		Comcast of NH/ME Inc.						LICENSEE APPLICATION #		LBFT-05			
ELCO			ELCO NAME:		Eversource				CONSOLIDATED APPLICATION #:					
LOCATION		POLE #		ATT	OWNERSHIP				CHARGE		WORK DESCRIPTION			
TEL RTE / STREET NAME		Tel	El	F/C	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS	*Height of Att.
				P.S. Riser	Tel	El	Tel	El	Tel	El				
1305	Laconia Rd	4	5	F										
1305	Laconia Rd	5	6	F										
1305	Laconia Rd	6	7	F										
1305	Laconia Rd	7	8	F										
1302	Bishop Rd	1	16	F										
TOTALS:														

**\*Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by CONSOLIDATED and Elco surveyor.**

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**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM														
SURVEYORS:				DATE OF SURVEY:				8/16/2019						
CONSOLIDATED				MUNIC:		BELMONT		STATE:		NH		CWO #:		
												Exch Code:                      Munic Code:		
Licensee				TODD AUSTIN - CELL 603-327-5501				Comcast of NH/ME Inc.				LICENSEE APPLICATION #      LBFT-05		
ELCO				ELCO NAME:				Eversource				CONSOLIDATED APPLICATION #:		
LOCATION		POLE #		ATT	OWNERSHIP				CHARGE		WORK DESCRIPTION			
TEL RTE / STREET NAME		Tel	El	F/C	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS	*Height of Att.
				P.S. Riser	Tel	El	Tel	El	Tel	El				
1302 Bishop Rd		1 1/2	15	F										
1302 Bishop Rd		2	14 1/2	F										
1302 Bishop Rd		3	14	F										
1302 Bishop Rd		4	13	F										
1302 Bishop Rd		5	12	F										
TOTALS:														

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**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM																	
SURVEYORS:				DATE OF SURVEY:				8/16/2019									
CONSOLIDATED				MUNIC:		BELMONT		STATE:		NH		CWO #:					
												Exch Code:                      Munic Code:					
Licensee				TODD AUSTIN - CELL 603-327-5501				Comcast of NH/ME Inc.				CWO #:					
ELCO				ELCO NAME:				Eversource				CONSOLIDATED APPLICATION #:					
LOCATION				POLE #		ATT		OWNERSHIP				CHARGE		WORK DESCRIPTION			
TEL RTE / STREET NAME				Tel      El		F/C		J.O.		J.U.		F.O.		YES      NO		TASK #S / REMARKS	
						P.S.		Tel      El		Tel      El		Tel      El				*Height of Att.	
						Riser											
1302    Bishop Rd				6		11		F									
1302    Bishop Rd				7		10		F									
1302    Bishop Rd				8		9		F									
1100    Bishop Rd				NT		8		F									
1100    Bishop Rd				7		7		F									
TOTALS:																	

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**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM															
SURVEYORS:				DATE OF SURVEY: 8/16/2019						CWO #:					
CONSOLIDATED				MUNIC:	BELMONT		STATE:	NH		Exch Code:		Munic Code:			
Licensee	TODD AUSTIN - CELL 603-327-5501			Comcast of NH/ME Inc.						LICENSEE APPLICATION #		LBFT-05			
ELCO				ELCO NAME:		Eversource				CONSOLIDATED APPLICATION #:					
LOCATION		POLE #		ATT	OWNERSHIP						CHARGE		WORK DESCRIPTION		
TEL RTE / STREET NAME		Tel	El	F/C	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS		*Height of Att.
				P.S. Riser	Tel	El	Tel	El	Tel	El					
1100	Bishop Rd	6	6	F											
1100	Bishop Rd	5	5	F											
1100	Bishop Rd	4	4	F											
1100	Bishop Rd	3	3	F											
1100	Bishop Rd	2	2	F											
TOTALS:															

**\*Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by CONSOLIDATED and Elco surveyor.**

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**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM																
SURVEYORS:				DATE OF SURVEY: 8/16/2019						CWO #:						
CONSOLIDATED				MUNIC: BELMONT		STATE: NH		Comcast of NH/ME		Exch Code:		Munic Code:				
Licensee		TODD AUSTIN - CELL 603-327-5501		LICENSEE NAME: Inc.						LICENSEE APPLICATION #		LBFT-05				
ELCO				ELCO NAME:		Eversource				CONSOLIDATED APPLICATION #:						
LOCATION			POLE #		ATT	OWNERSHIP						CHARGE		WORK DESCRIPTION		
TEL RTE / STREET NAME			Tel	El	F/C	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS		*Height of Att.
					P.S. Riser	Tel	El	Tel	El	Tel	El					
1100 Bishop Rd			1	1	F											
110 Mile Hill Rd c/o Old Ladd Hill Rd & Bishop Rd			47	49	F											
110 Mile Hill Rd			46	48	F											
110 Mile Hill Rd			45	47	F											
110 Mile Hill Rd			44	46	F											
TOTALS:																

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**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM																			
SURVEYORS:				DATE OF SURVEY:				8/16/2019											
CONSOLIDATED				MUNIC:		BELMONT		STATE:		NH		CWO #:							
												Exch Code:                      Munic Code:							
Licensee				TODD AUSTIN - CELL 603-327-5501				Comcast of NH/ME Inc.				LICENSEE APPLICATION #		LBFT-05					
ELCO				ELCO NAME:				Eversource				CONSOLIDATED APPLICATION #:							
LOCATION				POLE #		ATT		OWNERSHIP				CHARGE		WORK DESCRIPTION					
TEL RTE / STREET NAME				Tel      El		F/C		J.O.		J.U.		F.O.		YES      NO		TASK #S / REMARKS		*Height of Att.	
						P.S.		Tel      El		Tel      El		Tel      El							
						Riser													
110    Mile Hill Rd				43      45		F													
110    Mile Hill Rd				42      44		F													
110    Mile Hill Rd				41      43		F													
110    Mile Hill Rd				40      42		F													
0      0				0      0		0													
TOTALS:																			

**FORM 3 - FAIRPOINT ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring FairPoint Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM													
<b>SURVEYORS:</b>				<b>DATE OF SURVEY:</b> 8/16/2019				CWO#		NHA-XXXX-XXXAPP			
Fairpoint	Kevin MacKenzie			<b>MUNIC:</b> BELMONT		<b>STATE:</b> NH		Exch Code:				<b>Munic.Code</b>	
<b>Licensee</b>				<b>LICENSEE NAME:</b> Comcast of NH/ME						<b>LICENSEE APPLICATION #</b>			
<b>ELCO</b>				<b>ELCO NAME:</b> Eversource						<b>FAIRPOINT APPLICATION #:</b>			
<b>LOCATION</b>		<b>POLE #</b>		<b>AT</b>	<b>OWNERSHIP</b>						<b>CHARGE</b>		<b>WORK DESCRIPTION</b>
<b>TEL RTE /EL RTE/ STREET NAME List one pole per line</b>		<b>Tel</b>	<b>El</b>	<b>F/C P.S. Riser</b>	<b>J.O.</b>		<b>J.U.</b>		<b>F.O.</b>		<b>YES</b>	<b>NO</b>	<b>TASK #S / REMARKS</b>
					<b>Tel</b>	<b>El</b>	<b>Tel</b>	<b>El</b>	<b>Tel</b>	<b>El</b>			
130/ 188		100	31	F/									
Rt 106													
130/ 188		99	30	F/									
Rt 106													
130/ 188		98 1/2	29	F/									
Rt 106													
130/ 188		98	28	F/									
Rt 106													
130/ 188		97	27	F/									
Rt 106													
130/ 188		96 1/2	26	F/									
Rt 106													
130/ 188		96	25	F/									
Rt 106													
130/ 188		95	24	F/									
Rt 106													
130/ 188		94	23	F/									
Rt 106													
130/ 188		93 1/2	22	F/									
Rt 106													

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*(Provide ownership information if known)*

**FORM 3 - FAIRPOINT ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring FairPoint Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM													
<b>SURVEYORS:</b>				<b>DATE OF SURVEY:</b> 8/16/2019				CWO#		NHA-XXXX-XXXAPP			
Fairpoint	Kevin MacKenzie			<b>MUNIC:</b> ROCHESTER		<b>STATE:</b> NH		Exch Code:				<b>Munic.Code</b>	
<b>Licensee</b>	0			<b>LICENSEE NAME:</b> Comcast of NH/ME						<b>LICENSEE APPLICATION #</b>			
<b>ELCO</b>	0			<b>ELCO NAME:</b> Eversource						<b>FAIRPOINT APPLICATION #:</b>			
<b>LOCATION</b>		<b>POLE #</b>		<b>AT</b>	<b>OWNERSHIP</b>						<b>CHARGE</b>		<b>WORK DESCRIPTION</b>
<b>TEL RTE /EL RTE/ STREET NAME List one pole per line</b>		<b>Tel</b>	<b>El</b>	<b>F/C P.S. Riser</b>	<b>J.O.</b>		<b>J.U.</b>		<b>F.O.</b>		<b>YES</b>	<b>NO</b>	<b>TASK #S / REMARKS</b>
					<b>Tel</b>	<b>El</b>	<b>Tel</b>	<b>El</b>	<b>Tel</b>	<b>El</b>			
130/ 188		93	21	F/									
Rt 106													
130/ 188		92	20	F/									
Rt 106													
130/ 188		91 1/2	19	F/									
Rt 106													
130/ 188		91	18	F/									
Rt 106													
130/ 188		91S	18S	F/									
Rt 106													
130/ 188		90 1/2	17	F/									
Rt 106													
130/ 188		90 1/2S	17S	F/									
Rt 106													
130/ 188		90	16	F/									
Rt 106													
130/ 188		90S	15	F/									
Rt 106													
130/ 188		89	14	F/									
Rt 106													

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**FORM 3 - FAIRPOINT ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring FairPoint Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM													
<b>SURVEYORS:</b>				<b>DATE OF SURVEY:</b> 8/16/2019				CWO#		NHA-XXXX-XXXAPP			
Fairpoint	Kevin MacKenzie			<b>MUNIC:</b> ROCHESTER		<b>STATE:</b> NH		Exch Code:				<b>Munic.Code</b>	
<b>Licensee</b>	0			<b>LICENSEE NAME:</b> Comcast of NH/ME						<b>LICENSEE APPLICATION #</b>			
<b>ELCO</b>	0			<b>ELCO NAME:</b> Eversource						<b>FAIRPOINT APPLICATION #:</b>			
<b>LOCATION</b>		<b>POLE #</b>		<b>AT</b>	<b>OWNERSHIP</b>						<b>CHARGE</b>		<b>WORK DESCRIPTION</b>
<b>TEL RTE /EL RTE/ STREET NAME List one pole per line</b>		<b>Tel</b>	<b>El</b>	<b>F/C P.S. Riser</b>	<b>J.O.</b>		<b>J.U.</b>		<b>F.O.</b>		<b>YES</b>	<b>NO</b>	<b>TASK #S / REMARKS</b>
					<b>Tel</b>	<b>El</b>	<b>Tel</b>	<b>El</b>	<b>Tel</b>	<b>El</b>			
130/ 188		88	13	F/									
Rt 106													
130/ 188		87	12	F/									
Rt 106													
130/ 188		86 1/2	11	F/									
Rt 106													
130/ 188		86	10	F/									
Rt 106													
130/ 188		85	9	F/									
Rt 106													
130/ 188		84 1/2	8	F/									
Rt 106													
130/ 188		84	7	F/									
Rt 106													
130/ 188		83	6	F/									
Rt 106													
130/ 188		82	5	F/									
Rt 106													
130/ 188		81 1/2	4	F/									
Rt 106													

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**FORM 3 - FAIRPOINT ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring FairPoint Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM													
SURVEYORS:				DATE OF SURVEY: 8/16/2019				CWO#		NHA-XXXX-XXXAPP			
Fairpoint	Kevin MacKenzie			MUNIC:	ROCHESTER		STATE:	NH		Exch Code:		Munic.Code	
Licensee	0			LICENSEE NAME: Comcast of NH/ME						LICENSEE APPLICATION #			
ELCO	0			ELCO NAME: Eversource						FAIRPOINT APPLICATION #:			
LOCATION		POLE #		AT	OWNERSHIP						CHARGE		WORK DESCRIPTION
TEL RTE /EL RTE/ STREET NAME List one pole per line		Tel	El	F/C P.S. Riser	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS
					Tel	El	Tel	El	Tel	El			
130/ 188		81	3	F/									
Rt 106													
130/ 188		80 1/2	2	F/									
Rt 106													
130/ 188		80	1	F/									
Rt 106													
130/ 188		80S	1S	F/									
Rt 106 c/o PLUMMER HILL RD													
130/ 188		NT	1SA	F/									
PLUMMER HILL RD													
130/ 187		79	18	F/									
PLUMMER HILL RD													
185/ 187		1	19	F/									
OVERLOOK RD													
185/ 187		185-1L	19A	F/									
OVERLOOK RD													
130/ 189		76	1	F/									
RD													
130/ 189		75	2	F/									
OLD PRESCOTT HILL RD													

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RCE to Complete - Total Poles Surveyed

84 Total Poles requiring FairPoint Make-Ready

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FIELD SURVEY / MAKE-READY WORK FORM													
<b>SURVEYORS:</b>				<b>DATE OF SURVEY:</b> 8/16/2019				CWO#		NHA-XXXX-XXXAPP			
Fairpoint	Kevin MacKenzie			<b>MUNIC:</b> ROCHESTER		<b>STATE:</b> NH		Exch Code:				<b>Munic.Code</b>	
<b>Licensee</b>	0			<b>LICENSEE NAME:</b> Comcast of NH/ME						<b>LICENSEE APPLICATION #</b>			
<b>ELCO</b>	0			<b>ELCO NAME:</b> Eversource						<b>FAIRPOINT APPLICATION #:</b>			
<b>LOCATION</b>		<b>POLE #</b>		<b>AT</b>	<b>OWNERSHIP</b>				<b>CHARGE</b>		<b>WORK DESCRIPTION</b>		
<b>TEL RTE /EL RTE/ STREET NAME List one pole per line</b>		<b>Tel</b>	<b>El</b>	<b>F/C P.S. Riser</b>	<b>J.O.</b>		<b>J.U.</b>		<b>F.O.</b>		<b>YES</b>	<b>NO</b>	<b>TASK #S / REMARKS</b>
					<b>Tel</b>	<b>El</b>	<b>Tel</b>	<b>El</b>	<b>Tel</b>	<b>El</b>			
130/ 189 OLD PRESCOTT HILL RD		74	3	F/									
130/ 189 OLD PRESCOTT HILL RD		73 1/2	3 1/2	F/									
130/ 189 OLD PRESCOTT HILL RD		73	4	F/									
130/ 189 OLD PRESCOTT HILL RD		72	7	F/									
130/ 189 OLD PRESCOTT HILL RD		72	8	F/									
130/ 189 OLD PRESCOTT HILL RD		70	9	F/									
130/ 189 OLD PRESCOTT HILL RD		69 3/4	9X	F/									
130/ 189 OLD PRESCOTT HILL RD		69 1/2	9Y	F/									
130/ 189 OLD PRESCOTT HILL RD		69	10	F/									
130/ 189 RANDLET DR		68	11	F/									

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FIELD SURVEY / MAKE-READY WORK FORM													
SURVEYORS:				DATE OF SURVEY: 8/16/2019				CWO#		NHA-XXXX-XXXAPP			
Fairpoint	Kevin MacKenzie			MUNIC: 0		STATE: NH		Exch Code:				Munic.Code	
Licensee	0			LICENSEE NAME: Comcast of NH/ME						LICENSEE APPLICATION #			
ELCO	0			ELCO NAME: Eversource						FAIRPOINT APPLICATION #:			
LOCATION		POLE #		AT	OWNERSHIP						CHARGE		WORK DESCRIPTION
TEL RTE /EL RTE/ STREET NAME List one pole per line		Tel	El	F/C P.S. Riser	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS
					Tel	El	Tel	El	Tel	El			
1305/ 187A		79	1-	F/									
Laconia Rd c/o Bishop Rd													
1305/ 187A		1	1	F/									
Laconia Rd													
1305/ 187A		1 1/2	2	F/									
Laconia Rd													
1305/ 187A		2	3	F/									
Laconia Rd													
1305/ 187A		3	4	F/									
Laconia Rd													
1305/ 187A		4	5	F/									
Laconia Rd													
1305/ 187A		5	6	F/									
Laconia Rd													
1305/ 187A		6	7	F/									
Laconia Rd													
1305/ 187A		7	8	F/									
Laconia Rd													
1302/ 187		1	16	F/									
Bishop Rd													

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FIELD SURVEY / MAKE-READY WORK FORM													
SURVEYORS:				DATE OF SURVEY: 8/16/2019				CWO#		NHA-XXXX-XXXAPP			
Fairpoint	Kevin MacKenzie			MUNIC: 0		STATE: NH		Exch Code:				Munic.Code	
Licensee	0			LICENSEE NAME: Comcast of NH/ME						LICENSEE APPLICATION #			
ELCO	0			ELCO NAME: Eversource						FAIRPOINT APPLICATION #:			
LOCATION		POLE #		AT	OWNERSHIP						CHARGE		WORK DESCRIPTION
TEL RTE /EL RTE/ STREET NAME List one pole per line		Tel	El	F/C P.S. Riser	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS
					Tel	El	Tel	El	Tel	El			
1302/ 187 Bishop Rd		1 1/2	15	F/									
1302/ 187 Bishop Rd		2	14 1/2	F/									
1302/ 187 Bishop Rd		3	14	F/									
1302/ 187 Bishop Rd		4	13	F/									
1302/ 187 Bishop Rd		5	12	F/									
1302/ 187 Bishop Rd		6	11	F/									
1302/ 187 Bishop Rd		7	10	F/									
1302/ 187 Bishop Rd		8	9	F/									
1100/ 187 Bishop Rd		NT	8	F/									
1100/ 187 Bishop Rd		7	7	F/									

\*Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by FairPoint and Elco surveyor.

Licensee to complete bold Italicized areas only.

(Provide ownership information if known)

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FIELD SURVEY / MAKE-READY WORK FORM													
SURVEYORS:				DATE OF SURVEY: 8/16/2019				CWO#		NHA-XXXX-XXXAPP			
Fairpoint	Kevin MacKenzie			MUNIC:	ROCHESTER		STATE:	NH		Exch Code:		Munic.Code	
Licensee	0			LICENSEE NAME: Comcast of NH/ME						LICENSEE APPLICATION #			
ELCO	0			ELCO NAME: Eversource						FAIRPOINT APPLICATION #:			
LOCATION		POLE #		AT	OWNERSHIP						CHARGE		WORK DESCRIPTION
TEL RTE /EL RTE/ STREET NAME List one pole per line		Tel	El	F/C P.S. Riser	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS
					Tel	El	Tel	El	Tel	El			
1100/ 187		6	6	F/									
Bishop Rd													
1100/ 187		5	5	F/									
Bishop Rd													
1100/ 187		4	4	F/									
Bishop Rd													
1100/ 187		3	3	F/									
Bishop Rd													
1100/ 187		2	2	F/									
Bishop Rd													
1100/ 187		1	1	F/									
Bishop Rd													
110/ 18		47	49	F/									
Bishop Rd													
110/ 18		46	48	F/									
Mile Hill Rd													
110/ 18		45	47	F/									
Mile Hill Rd													
110/ 18		44	46	F/									
Mile Hill Rd													

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*Licensee to complete bold italicized areas only.*

*(Provide ownership information if known)*

**FORM 3 - FAIRPOINT ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

84 Total Poles requiring FairPoint Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM													
<b>SURVEYORS:</b>				<b>DATE OF SURVEY:</b> 8/16/2019				CWO#		NHA-XXXX-XXXAPP			
Fairpoint	Kevin MacKenzie			<b>MUNIC:</b> ROCHESTER		<b>STATE:</b> NH		Exch Code:				<b>Munic.Code</b>	
<b>Licensee</b>	0			<b>LICENSEE NAME:</b> Comcast of NH/ME						<b>LICENSEE APPLICATION #</b>			
<b>ELCO</b>	0			<b>ELCO NAME:</b> Eversource						<b>FAIRPOINT APPLICATION #:</b>			
<b>LOCATION</b>		<b>POLE #</b>		<b>AT</b>	<b>OWNERSHIP</b>						<b>CHARGE</b>		<b>WORK DESCRIPTION</b>
<b>TEL RTE /EL RTE/ STREET NAME List one pole per line</b>		<b>Tel</b>	<b>El</b>	<b>F/C P.S. Riser</b>	<b>J.O.</b>		<b>J.U.</b>		<b>F.O.</b>		<b>YES</b>	<b>NO</b>	<b>TASK #S / REMARKS</b>
					<b>Tel</b>	<b>El</b>	<b>Tel</b>	<b>El</b>	<b>Tel</b>	<b>El</b>			
110/ 18 Mile Hill Rd		43	45	F/									
110/ 18 Mile Hill Rd		42	44	F/									
110/ 18 Mile Hill Rd		41	43	F/									
110/ 18 Mile Hill Rd		40	42	F/									
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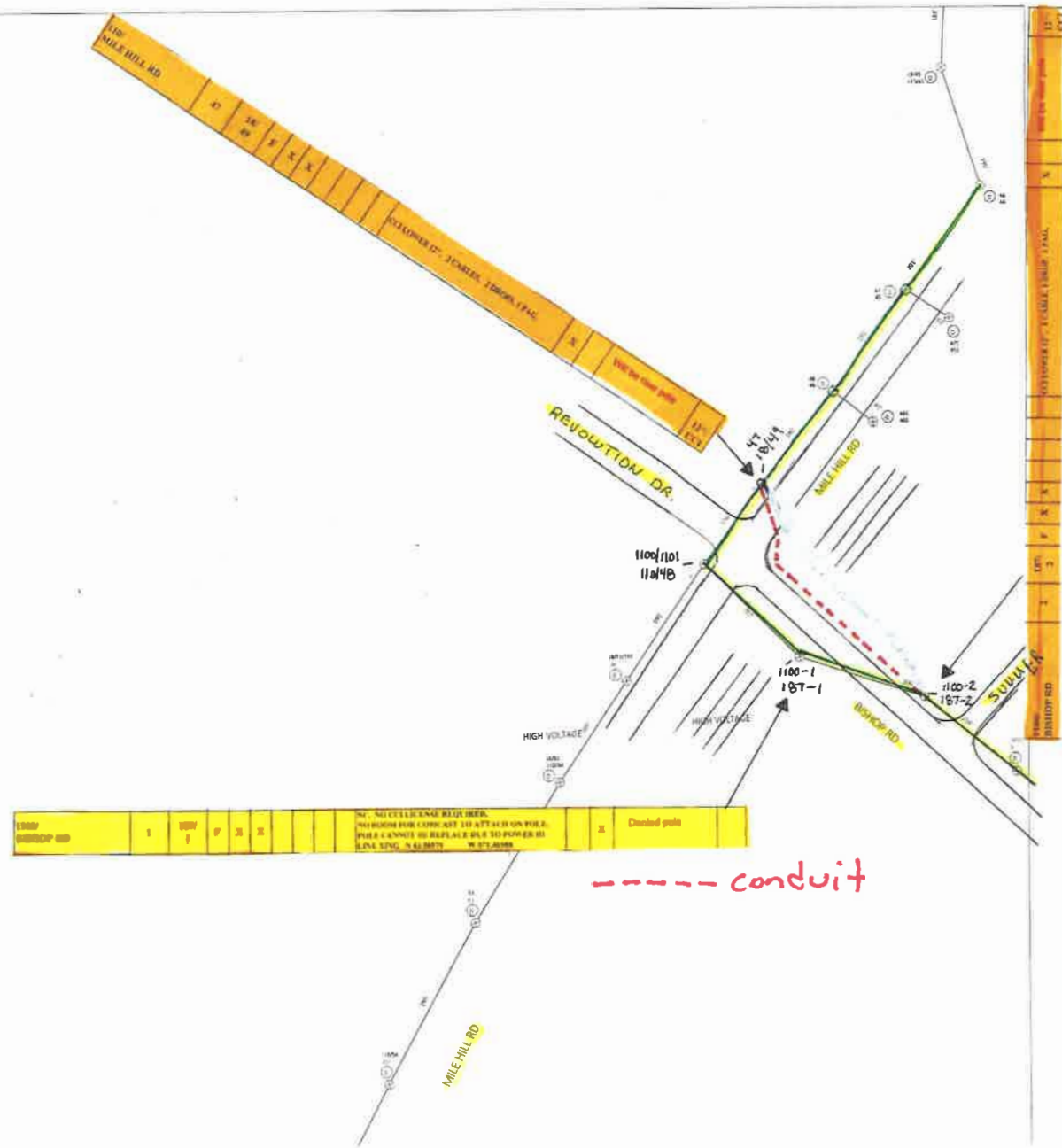
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# Comcast Petition for Resolution of Dispute and Declaratory Ruling ATTACHMENT 5



COMCAST PETITION FOR RESOLUTION OF DISPUTE AND DECLARATORY RULING  
ATTACHMENT 6

**From:** Fournier, Glen <[Glen.Fournier@consolidated.com](mailto:Glen.Fournier@consolidated.com)>  
**Sent:** Wednesday, November 6, 2019 3:22 PM  
**To:** Tessier, David <[David\\_Tessier@cable.comcast.com](mailto:David_Tessier@cable.comcast.com)>; Austin, Todd (Contractor) <[Todd\\_Austin@cable.comcast.com](mailto:Todd_Austin@cable.comcast.com)>; Lepage, Linda (Contractor) <[Linda\\_Lepage@cable.comcast.com](mailto:Linda_Lepage@cable.comcast.com)>  
**Cc:** 'john robinson ([wanalancet@yahoo.com](mailto:wanalancet@yahoo.com))' <[wanalancet@yahoo.com](mailto:wanalancet@yahoo.com)>; Mendonca, Joy <[Joy.Mendonca@consolidated.com](mailto:Joy.Mendonca@consolidated.com)>; Carter, Mark (Epping, NH) <[Mark\\_Carter@cable.comcast.com](mailto:Mark_Carter@cable.comcast.com)>; Wilkins, Kevin <[Kevin\\_Wilkins@cable.comcast.com](mailto:Kevin_Wilkins@cable.comcast.com)>  
**Subject:** [EXTERNAL] RE: Comcast conduit placement Belmont

David,

No, you are clearly violating the rules and in a very anti-competitive manner. Please apply and follow the rules. When the associated aerial app reaches the point of licensing we will check to ensure the rules have been followed before issuing.

Thanks

Glen

Glen Fournier - License Administration Group  
Consolidated Communications  
5 Davis Farm Road  
Portland, ME 04103  
[Glen.Fournier@consolidated.com](mailto:Glen.Fournier@consolidated.com)  
207. 878.0848 office | 207.272.7991 cell  
[consolidated.com](http://consolidated.com) | NASDAQ: CNSL



**From:** Tessier, David [[mailto:David\\_Tessier@comcast.com](mailto:David_Tessier@comcast.com)]  
**Sent:** Wednesday, October 30, 2019 12:50 PM  
**To:** Fournier, Glen; Austin, Todd (Contractor); Lepage, Linda (Contractor)  
**Cc:** 'john robinson ([wanalancet@yahoo.com](mailto:wanalancet@yahoo.com))'; Mendonca, Joy; Carter, Mark (Epping, NH); Wilkins, Kevin  
**Subject:** RE: Comcast conduit placement Belmont

Hi Glen,

I did ask John if he could add riser requests for the two poles in question 1100/2, 110/47, if we need separate request for risers we can do that as well.

We are not connecting two assets here. We are making a connection and adding vaults for future take offs.

This conduit will be Comcast installed, owned and occupied by Comcast cable only.

Thanks Dave

COMCAST PETITION FOR RESOLUTION OF DISPUTE AND DECLARATORY RULING  
ATTACHMENT 6

**From:** Fournier, Glen <[Glen.Fournier@consolidated.com](mailto:Glen.Fournier@consolidated.com)>  
**Sent:** Wednesday, October 30, 2019 12:09 PM  
**To:** Tessier, David <[David\\_Tessier@cable.comcast.com](mailto:David_Tessier@cable.comcast.com)>; Austin, Todd (Contractor) <[Todd\\_Austin@cable.comcast.com](mailto:Todd_Austin@cable.comcast.com)>; Lepage, Linda (Contractor) <[Linda\\_Lepage@cable.comcast.com](mailto:Linda_Lepage@cable.comcast.com)>  
**Cc:** 'John Robinson' (<[wanalancet@yahoo.com](mailto:wanalancet@yahoo.com)>) <[wanalancet@yahoo.com](mailto:wanalancet@yahoo.com)>; Mendonca, Joy <[Joy.Mendonca@consolidated.com](mailto:Joy.Mendonca@consolidated.com)>  
**Subject:** [EXTERNAL] FW: Comcast conduit placement Belmont

Hi Dave and Todd,  
Please follow the rules John explained to you regarding conduit. If you opt to not follow the rules we will not be licensing LBFT-05. Even if that license were issued, Comcast is not licensed for the risers on each pole.  
Comcast needs to submit a conduit request between 1100/2 to 110/47 on Mile Hill Rd.  
Please follow the rules.

Thanks  
Glen

Glen Fournier - *License Administration Group*  
Consolidated Communications  
5 Davis Farm Road  
Portland, ME 04103  
[Glen.Fournier@consolidated.com](mailto:Glen.Fournier@consolidated.com)  
207. 878.0848 office | 207.272.7991 cell  
[consolidated.com](http://consolidated.com) | NASDAQ: CNSL



**From:** John Robinson [<mailto:wanalancet@yahoo.com>]  
**Sent:** Wednesday, October 30, 2019 10:59 AM  
**To:** Fournier, Glen  
**Subject:** Re: Comcast conduit placement Belmont

Yes,

They are; [david\\_tessier@comcast.com](mailto:david_tessier@comcast.com) and [Todd\\_austin@comcast.com](mailto:Todd_austin@comcast.com)

On Wednesday, October 30, 2019, 09:16:13 AM EDT, Fournier, Glen <[glen.fournier@consolidated.com](mailto:glen.fournier@consolidated.com)> wrote:

Do you have Dave or Todd's email?

Glen Fournier - *License Administration Group*  
Consolidated Communications

COMCAST PETITION FOR RESOLUTION OF DISPUTE AND DECLARATORY RULING  
ATTACHMENT 6

5 Davis Farm Road  
Portland, ME 04103  
[Glen.Fournier@consolidated.com](mailto:Glen.Fournier@consolidated.com)  
207. 878.0848 office | 207.272.7991 cell  
[consolidated.com](http://consolidated.com) | NASDAQ: CNSL



**From:** john robinson [<mailto:wanalancet@yahoo.com>]  
**Sent:** Wednesday, October 30, 2019 9:09 AM  
**To:** Fournier, Glen; Mendonca , Joy  
**Subject:** Comcast conduit placement Belmont

Hi Glen, Joy,

On a recent Comcast survey in Belmont, N.H. NHA20191036APP, I had a discussion with Comcast Reps , Dave Tessier and Todd Austin. This was about a conduit that Comcast was looking to place between CCI poles, 1100/2, on Bishop Rd, and CCI pole 110/47, Mile Hill Rd. I advised them that any conduit between two CCI entities would have to be placed by CCI. I looked at this location last week and it has been white marked for excavation by Comcast. Could you please review this policy with Comcast.

Thank You,  
John

TOWN OF BELMONT

BOARD OF SELECTMEN

PERMIT FOR WORK IN A PUBLIC WAY OR PLACE

Subject to certain conditions, restrictions and limitations which are set forth herein and the Ordinance, Rules and Regulations for Work in a Public Way.

Permission is hereby given to: MIRZA Co, Inc + Comcast

To open or do work in: Bishop Rd @ Mile Hill Rd - Installation of  
conduct.

For the purpose of: Install 4" pvc Schedule 40 from Utility Pole  
# 187/2 on Bishop Rd to Utility Pole # 47/18 on mile hill Rd  
- Concrete encased - per TOWN OF Belmont Specs + any special conditions

As the applicant for a permit to work in a public way, I hereby agree with the following:

- (1) To perform all work in accordance with the Ordinance, rules and regulations governing work in a public way.
- (2) To protect all vehicle and pedestrian traffic at all times of the day and night.
- (3) To notify all utilities not less then 72 hours before commencing work.
- (4) To notify all abutters and affected parties at least 48 hours prior to commencing work.
- (5) To hold harmless the Town of Belmont and its duly appointed and elected officials and employees against any action for personal injury and/or property damage sustained by reason of the exercise of this permit.
- (6) To carry out all orders of the Board of Selectmen or their, authorized representatives.

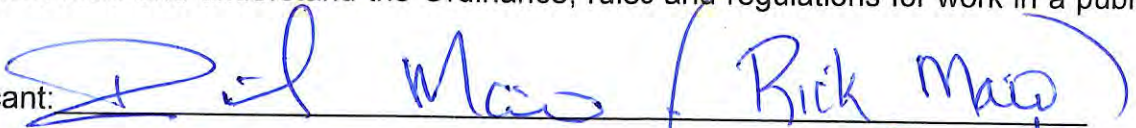


(7) I understand that this permit is issued and assigned as a privilege and may be revoked for failure to exercise care and/or comply with the Ordinance, rules and regulations of the Town of Belmont.

(8) I understand that this permit is not valid at certain times of the year as specified in the regulations and Ordinance or as otherwise specified by the Director and that this permit is non-transferable.

(9) I certify that I have read and understand the Ordinance, rules and regulations for work in a public way.

Signature of Applicant:

 (Rick Mac)

Mailing Address: MIRRA Co. Inc 6 Norwoodway Georgetown MA

Telephone Number: 978-758-0213 21833

The authority to do any act under this permit shall expire at six PM on \_\_\_\_\_

Approved by the Town of Belmont:

By: 

DATE: 12.5.19

BOND FILED: 12.5.19 CK. 70612 \$5000

INSURANCE FILED: 12/5/19

DIG-SAFE NUMBER: 20194413014 DATE ISSUED: 11/6/19

Permittee must notify in writing the office of the Board of Selectmen, Road Agent, Police Department and Fire Department 48 hours in advance of starting work hereunder. During the school year, notice must also be given to the Regional School District. Permittee must assure that all utilities have been notified 48 hours before the start of any work.



**APPLICATION AND POLE ATTACHMENT LICENSE**

Licensee Comcast of NH/ME Inc.  
Street Address 91 Industrial Park Rd.  
City, State, and Zip Plymouth, MA 02360  
Date January 23, 2020

In accordance with the terms and conditions of the Pole Attachment Agreement,  
application is hereby made for a license to make 2 other attachments located in the municipality of  
Power Supply and in the State of New Hampshire.

**BELMONT**

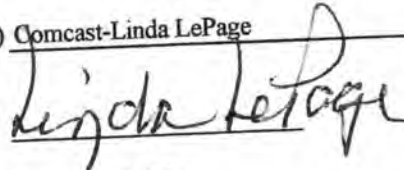
This request will be designated **Pole Attachment License Application Number**

**BMT-20-601**

Attached are my power supply specifications if applicable. The cable's  
strand size is 6.6m and weight per foot of cable is 1.47lb./10ft.

Licensee's Name (Print) Comcast-Linda LePage

Signature



Title

Comcast Utilities

Eversource

**Power Company**

Tel. No.

(508) 846-3282

Fax No.

n/a

E-Mail

[linda\\_lepage@cable.comcast.com](mailto:linda_lepage@cable.comcast.com)

\*\*\*\*\*For licensor use, do not write below this line\*\*\*\*\*

Pole Attachment License Application Number \_\_\_\_\_ is hereby granted to make  
the attachments described in this application to \_\_\_\_\_ attachments to JO<sup>1</sup> poles, \_\_\_\_\_  
attachments to FO<sup>2</sup> poles, \_\_\_\_\_ attachments to JU<sup>3</sup> poles and \_\_\_\_\_ Power Supplies and  
\_\_\_\_\_ other attachments located in the municipality of \_\_\_\_\_, in the State of  
**New Hampshire** as indicated on the attached form 3.

Licensor's Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Tel. No. \_\_\_\_\_

(AGREEMENT ID #)

The Licensee shall submit an original copy of this application to Northern New England  
Telephone Operations LLC, d/b/a Consolidated Communications-NNE and  
the appropriate Power Company.

**AUTHORIZATION FOR FIELD SURVEY WORK**

Licensee: **Comcast of NH/ME Inc.**

In accordance with Article III & Appendix I of the Pole Attachment Agreement, following is a summary of the charges which will apply to complete a field survey covering Pole Attachment License Application Number **BMT-20-601** in the municipality of **BELMONT** in the State of New Hampshire.

**FIELD SURVEY CHARGES**

<b><u>Field Survey</u></b>	<b><u>#Poles</u></b>	<b><u>Unit Rate</u></b>	<b><u>Total</u></b>
Field Survey 1-10 Poles	1	\$ 275.00	\$ 275.00
Field Survey 11-200 Poles		\$ 9.90 per Pole	
Additional Travel Time*	75+	\$ 200.00 per Day	\$ -
	150+	\$ 200.00 per Day	\$ -
<b>TOTAL Charges</b>			<b><u>\$ 275.00</u></b>

\* Based on an average of 75 poles surveyed per day, add \$200.00 travel time for each additional day required to complete survey.

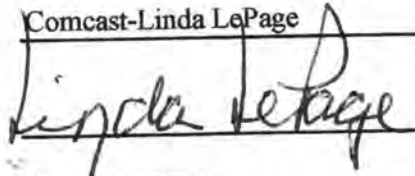
Please note, if you calculated the cost incorrectly, your check will be returned and a new check for the correct amount must be received by this office in order to schedule the survey. If you need assistance, please call the **HOTLINE on (866) 774-5228**.

The required field survey covering Pole Attachment License Application # **BMT-20-601** is authorized. I am enclosing an advance payment in the amount **\$ 275.00**

Licensee's Name (Print)

Comcast-Linda LePage

Signature



Title

Comcast Utilities

Address

91 Industrial Park Rd. Plymouth, MA 02360

Tel. No.

(508) 846-3282

Date

1/23/20

**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

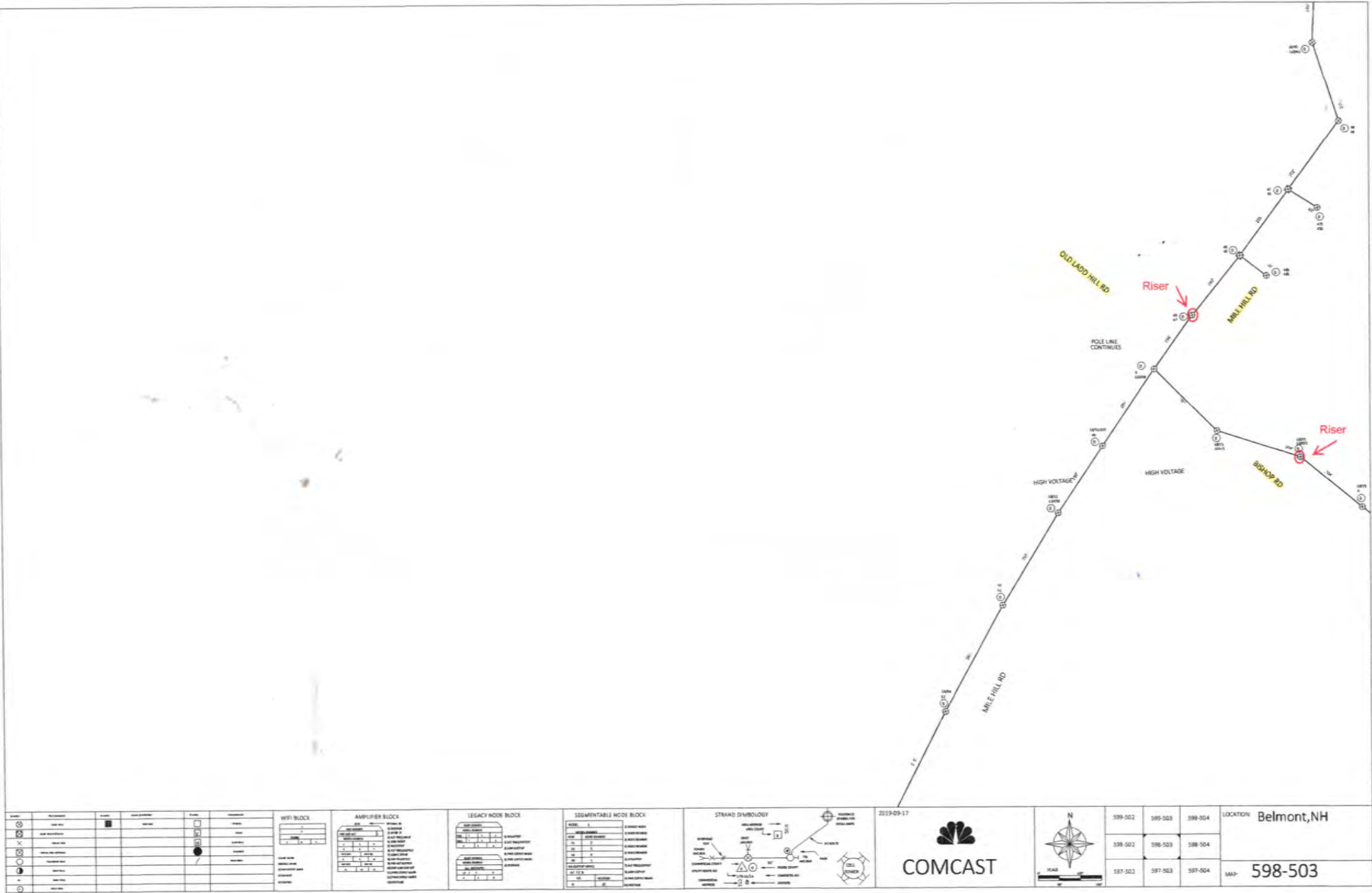
RCE to Complete - Total Poles Surveyed

2 Total Poles requiring CONSOLIDATED Make-Ready

**Appendix IV Form 3**

FIELD SURVEY / MAKE-READY WORK FORM																
SURVEYORS:				DATE OF SURVEY:				CWO #:								
CONSOLIDATED				MUNIC:		BELMONT		STATE:		NH		Exch Code:			Munic Code:	
Licensee: MARK CARTER - CELL 617-279-7792				LICENSEE NAME:				Comcast of NH/ME Inc.				LICENSEE APPLICATION #			BMT-20-601	
ELCO				ELCO NAME:				Eversource				CONSOLIDATED APPLICATION #:				
LOCATION			POLE #		ATT	OWNERSHIP				CHARGE		WORK DESCRIPTION				
TEL RTE / STREET NAME			Tel	El	F/C	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS		*Height of Att.
					P.S.	Tel	El	Tel	El	Tel	El					
					Riser											
NA BISHOP RD			1100-2	187-2	R											
NA MILE HILL RD			47	49	R											
0 0			0	0	0											
0 0			0	0	0											
0 0			0	0	0											
TOTALS:																

**\*Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by CONSOLIDATED and Elco surveyor.**  
 Licensee to complete bold Italicized areas only. (Provide ownership information if known)





February 24, 2020

**VIA E-Mail**

Sharon L. Webber  
Deputy General Counsel  
Comcast Corporation  
1701 John F. Kennedy Boulevard  
Philadelphia, PA 19118  
Sharon-webber@comcast.com

**RE: Pole Access in Belmont, NH**

Dear Ms. Webber:

The following is Consolidated Communications of Northern New England Company, LLC's response to your letter dated February 3, 2020.

In your letter you indicate that Consolidated Communication has improperly denied riser access to its poles in Belmont, New Hampshire. Consolidated Communications disagrees. As you are aware Consolidated Communications pole infrastructure is a limited resource and one that Consolidated Communications is responsible for managing in prudent and efficient manner. Consolidated Communications is required to manage its infrastructure in a way that is first and foremost safe and secondarily, provides non-discriminatory access to all that seek to attach. In order to efficiently manage its plant in this manner, Consolidated Communications implements policies that will allow for structural integrity and efficient use. Consolidated's Communication denial of the riser access to its poles is an example of just such a practice.

Consolidated denied the riser licenses on each riser pole based on capacity and engineering standards. Licensing risers that allow privately owned structure from one CCI asset to another greatly accelerates premature exhaustion both in the underground (manholes, pullboxes, etc.) and on poles. If Consolidated were to own this infrastructure it would be made available for any attacher that seeks to place facilities on the pole, therefore no additional risers or conduit would be required in the short term to accommodate the next attacher that has an access issue. Oppositely, Comcast's proposal would require the next attacher to the poles to place its own conduit and place yet another riser on each of the poles. This is not an efficient use of the limited resources and infrastructure. Creating multiple risers on a single pole unnecessarily causes congestion which makes it difficult for Consolidated Communications personnel to access the poles that it owns. If Consolidated owns the infrastructure, then it is available for any third party which later seeks attachment to Consolidated's poles.

Consolidated is willing to allow access and perform the make-ready work necessary for that access (i.e. place the conduit) which is all that is required under the NH Public Utility Commission's Chapter 1300

Rules. It is Comcast's refusal to accept Consolidated's reasonable offer to accommodate Comcast's attachment that is creating the stalemate and not the reverse.

Comcast is forced to incur the expense regardless of the ownership, so it is hard to understand the refusal on Comcast's part. The sole reason provided for requiring its own conduit is inconsistent with Comcast's practices in New Hampshire. Comcast claims to be concerned about cable damage, however, Comcast is in Consolidated's shared conduit system in many parts of New Hampshire. Furthermore, infrastructure sharing is the foundation on which state and federal pole attachment (including conduit) policy is based. In fact, the 1300 rules which Comcast's cites, are borne out of a policy desire that the rights of all attachers are placed above those of any particular property owner.

Finally, your constitutional claims are completely without merit. It is Comcast seeking to effect a taking of Consolidated's property and not the other way around. Consolidated offered to allow Comcast to place its own conduit and turn it over to Consolidated as a compromise. Consolidated is happy to perform the make-ready and provide Comcast access.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sarah A. Davis', with a stylized flourish at the end.

Sarah A. Davis  
Senior Director Government Affairs  
Consolidated Communications  
5 Davis Farm Rd.  
Portland, ME 04103  
(207) 535-4188



**From:** LAG.Mailbox <[LAG.Mailbox@fairpoint.com](mailto:LAG.Mailbox@fairpoint.com)>  
**Sent:** Friday, May 1, 2020 10:48 AM  
**To:** Lepage, Linda (Contractor) <[Linda\\_Lepage@cable.comcast.com](mailto:Linda_Lepage@cable.comcast.com)>; Jolly, Regina (Contractor) <[Regina\\_Jolly@cable.comcast.com](mailto:Regina_Jolly@cable.comcast.com)>; O'Brien, Terrence <[Terrence\\_O'Brien@cable.comcast.com](mailto:Terrence_O'Brien@cable.comcast.com)>  
**Subject:** [EXTERNAL] COMCAST LIC REF# BMT-20-601 / A-2020-0090

Please see attached. Comcast will not be attaching a riser to poles. Application has been cancelled.

Thank you,

Rebecca DeRoche – LAG Associate  
5 Davis Farm Rd. Portland, ME 04103  
[rebecca.deroche@consolidated.com](mailto:rebecca.deroche@consolidated.com) / 1-866-774-5228  
[consolidated.com](http://consolidated.com) | NASDAQ: CNSL



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This e-mail message and its attachments are for the sole use of the intended recipients. They may contain confidential information, legally privileged information or other information subject to legal restrictions. If you are not the intended recipient of this message, please do not read, copy, use or disclose this message or its attachments, notify the sender by replying to this message and delete or destroy all copies of this message and attachments in all media.

Comcast Petition for Resolution of Dispute and Declaratory Ruling  
ATTACHMENT 10

Appendix IV Form 3

FIELD SURVEY / MAKE READY WORK FORM / GPS LOCATIONS																
RCE to Complete - Total Poles Surveyed <b>2</b>					Total Poles Requiring Make Ready					FairPoint <b>0</b> Others <b>0</b>						
Surveyors:			Survey Date: <b>4/29/2020</b>			Survey Order #			<b>NHA2020 0090APP</b>							
FairPoint <b>JOHN ROBINSON</b>			Munic: <b>BELMONT</b> State: <b>NH</b>			Exch Code: <b>9261</b>			Munic Code:							
Licensee			Licensee Name: <b>COMCAST</b>			Licensee Application #			<b>BMT-20-601</b>							
Elco			Elco Name: <b>EVERSOURCE</b>			LAG Application #			<b>A-2020-0090</b>			<b>days</b>				
Location		Pole #	Attach	Ownership						Description of Work		CHARGE		Tasks	Attach location see notes	
Tel Rte / Street Name	Tel	El	F/C PS	J.O.		J.U.		S.O.								
				Tel	El	Tel	El	Tel	El							
<b>1100/ BISHOP RD</b>	<b>1</b>	<b>187/ 1</b>	<b>R</b>	<b>X</b>	<b>X</b>							<b>NC, NO CCI LICENSE REQUIRED, COMCAST WILL NOT BE ATTACHING A RISER TO THIS POLE,</b>			<b>X</b>	
<b>110/ MILE HILL RD</b>	<b>47</b>	<b>18/ 49</b>	<b>R</b>	<b>X</b>	<b>X</b>							<b>NC, NO CCI LICENSE REQUIRED, COMCAST WILL NOT BE ATTACHING A RISER TO THIS POLE,</b>			<b>X</b>	

Comcast Petition for Resolution of Dispute and Declaratory Ruling  
ATTACHMENT 10

Elco		Elco Name: <b>EVERSOURCE</b>		LAG Application # <b>A-2020-0090</b>				<b>days</b>						
Location		Pole #	Attach	Ownership										
Tel Rte / Street Name	Tel	El	F/C PS	J.O.		J.U.		S.O.		Description of Work	CHARGE		Tasks	Attach location see notes
Totals				<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>2</b>		
Notes: * Attach no closer than 40" below power attachment and 12" above telephone attachment														

5 FP



February 3, 2020

**Via Electronic and Overnight Mail**

Mr. John Stevenson  
License Administration Group  
Consolidated Communications  
5 Davis Farm Rd  
Portland, ME 04103

**Re: Denial of pole access – Bishop Road, Belmont NH, pole 1100/2 and Mile Hill Road, pole 110/47**

Dear Mr. Stevenson:

Pursuant to Section 15.10 of the controlling Pole Attachment Agreement (“Agreement”) executed by and among the predecessors of Comcast, Eversource, and Consolidated Communications (“Consolidated”) on April 15, 2003, and amended on June 13, 2003, Comcast formally disputes Consolidated’s denial of access to Poles 1100/2 (Eversource # 187/2) and 110/47 (Eversource #18/49) (“Poles”) respectively, located on Bishop Road and Mile Hill Road in Belmont, New Hampshire. Comcast also disputes Consolidated’s position that Comcast may not install conduit between the Poles. As discussed more fully below, Comcast submits that; (1) Consolidated does not have the authority to prevent Comcast from placing and owning conduit in the public right-of-way between the Poles; and (2) Consolidated, through its actions and communications, improperly denied Comcast riser access to the Poles.

**Background**

As you are aware, Comcast is in the process of expanding its network and has worked closely with Consolidated on the application, survey, and make-ready process throughout New Hampshire, most recently in the Belmont area. On or about August 5, 2019, Comcast submitted an application for pole licenses (LAG Application # A-2019-1036) including for the two Poles at issue and an intervening pole (1100/1), all of which Consolidated jointly owns with Eversource. See Map at Attachment 1.

On or about October 17, 2019, Comcast representatives Dave Tessier and Todd Austin, and Consolidated representative John Robinson, completed a joint survey of the requested pole license applications to ascertain the scope of any required make-ready work. During that survey,

Consolidated's representative verbally informed Comcast's representatives that Comcast would be unable to attach aerially to the Poles due to space restrictions on the intervening pole (1100/1). Normally, in the event of space restrictions, the pole would be replaced with a new, taller pole as part of the make-ready process. Pole 1100/1, however, could not be replaced with a taller pole due to overhead high-tension electrical facilities that crossed over the pole line. During the field survey, the parties discussed other options if pole replacement was not an option. Comcast's representatives indicated that Comcast would typically trench the span between the Poles and install its own conduit, access the two Poles via a riser on both ends, and continue to connect to the pole line aerially.

In response to this alternative presented by Comcast, Consolidated informed Comcast that Consolidated policy prohibits Comcast from installing conduit between two Consolidated pole assets. Consolidated notified Comcast that if Comcast required connection between two Consolidated poles, *Consolidated* must place a conduit and then lease it to Comcast. Also via email on October 30, 2019, Glen Fournier of the Consolidated License Administration group notified Comcast that if Comcast opted "not to follow the rules, [Consolidated] will not be licensing LBFT-05 [LBFT-05 is Comcast's internal number associated with LAG Application # A-2019-1036]", and that "[e]ven if that license were issued, Comcast is not licensed for the risers on each pole." Mr. Fournier directed Comcast to "submit a conduit request between 1100/2 and 110/47" (*i.e.*, a request to lease conduit space from Consolidated pursuant to a Conduit Agreement). Based on Mr. Fournier's email, Comcast understood the "rules" to be that Comcast must lease conduit from Consolidated and Comcast could not install its own conduit and connect to the Poles via riser.

Comcast does not wish to lease a conduit from Consolidated because of concerns about potential damage from third parties to whom Consolidated would be obligated to lease ducts in the same conduit. Where at all possible, Comcast prefers to own and control all of its network facilities so that they can be readily accessed (*i.e.* without reliance on third parties) in order to ensure reliability, and to eliminate the risk of third-party damage that could impact Comcast's service. Accordingly, Comcast has not submitted an application for a conduit license.

On or about October 31, 2019, Consolidated provided to Comcast the completed Form 3, which outlines the itemized make-ready work associated with LAG Application # A-2019-1036. On page 7 in the line for Bishop Road 1100 pole 1, the Form 3 notes that "No CCI LICENSED REQUIRED" due to no room for attachment and no ability to replace pole due to the crossing of a power line. As indicated to Consolidated previously, Comcast believes that a reasonable alternative to an aerial line on pole 1100/1 is to install, operate, and maintain its own conduit and connect to the two Consolidated Poles via risers. Comcast made its proposal for conduit and risers known to Consolidated on several occasions, but Consolidated is not allowing this solution to address the problem of inadequate overhead space above pole 1100/1. By failing to accept Comcast's conduit and riser alternative to address the space and pole height restrictions associated with pole 1100/1, Consolidated has effectively denied Comcast access to the Poles at issue.

The basis for this denial was communicated in a November 26, 2019, e-mail from Sarah Davis of Consolidated to Stacey Parker of Comcast, in which Ms. Davis stated: 1) Consolidated "is not

allowing conduit to be run between two Consolidated assets”; 2) Consolidated has “never allowed that anywhere”; and 3) If Comcast is concerned with Consolidated building the conduit then Comcast is free to place the conduit and it will become a Consolidated conduit.” Consolidated has not provided a legal basis for not accepting Comcast’s proposal

**Consolidated Lacks Authority to Prevent Comcast from Placing and Owning Conduit in the Public Right-of-Way**

Consolidated’s claim that it must own the conduit between its poles ignores the fact that publicly-owned rights-of-way such as the one at issue in Belmont are owned and controlled by municipalities, not the owners of the poles located in such rights-of-way. Under N.H. RSA 231:160, Comcast has the right to install conduit in the public right-of-way. To do that, Comcast must receive approval from the appropriate public body that maintains the stretch of the public right-of-way that Comcast seeks to use. *See* N.H. RSA 231:161. Comcast applied for and on December 5, 2019, was granted a Permit for Work in a Public Way or Place by the Town of Belmont for the purpose of installing conduit between the Poles. Comcast therefore has the right to construct, own, and control its conduit in the public right-of-way between the two Poles at issue. *See* Permit at Attachment 2. Consolidated has not previously compelled Comcast to lease conduit from Consolidated as a condition of granting riser access to poles and has no legal authority to do so. Lastly, Consolidated’s position that it must own Comcast-built conduit located between two Consolidated poles would constitute nothing short of an unlawful taking of Comcast’s facilities.

**Consolidated Unlawfully Denied Comcast’s Riser Alternative**

In addition to verbal requests for riser access to the Poles from a Comcast-owned conduit, an e-mail from David Tessier to Glen Fournier et al., dated October 30, 2019, stated that Comcast wanted to add riser requests for the Poles in question. However, given Consolidated’s numerous verbal and e-mail refusals to accept a Comcast-owned conduit alternative to address the denial of an overhead license for pole 1100/1, Comcast did not submit riser license applications. Comcast believed that submitting riser license applications would have been an exercise in futility because Consolidated had already effectively denied them by failing to acknowledge Comcast could own the conduit that would have connected the Poles. Based on the numerous conversations and emails, Comcast believed that Consolidated would only issue a riser license if Comcast leased conduit from Consolidated. Nonetheless, in the event that Consolidated requires the formality of written riser applications for the Poles to be used to connect Comcast-owned conduit, those applications and payment were submitted on January 23, 2020, and are also submitted herewith for consideration as part of this dispute resolution request. *See* Applications at Attachment 3. As explained below, the licenses must be granted as there is no legitimate basis to deny them.

Consolidated’s unreasonable failure to grant Comcast riser access to the two Poles at issue violates the Pole Attachment Agreement. *See* Pole Agreement Section 5.3 (Licensor must specify reasons for denial and shall not unreasonably exercise its denial rights). It also violates the New Hampshire Public Utility Commission (“NH PUC”) Pole Attachment Rules. Subject to certain exceptions, a pole owner must provide access to poles on terms that are just, reasonable and nondiscriminatory. N.H. Admin. R. Puc. 1303.01(a). Those exceptions include: (1)



insufficient capacity on the pole; (2) for reasons of safety, reliability, or generally applicable engineering purposes; or (3) if the pole owner does not possess the authority to allow the proposed attachment. N.H. Admin. R. Puc. 1303.01(b). However, a pole owner may not deny a requested attachment for the first two reasons stated above if “other make-ready work or another alternative can be identified that would accommodate the additional attachment.” N.H. Admin. R. Puc. 1303.01(c).

In this instance, Consolidated, which has the obligation to allow access to the Poles, has unreasonably denied Comcast riser access simply because Consolidated does not recognize Comcast’s authority to install and own underground conduit between the Poles. There is no evidence that the Poles lack capacity for the addition of a single riser on either end. In fact, based on the survey results, the Poles at issue do not appear to have any existing risers. Use of risers on the side of a pole to access aerial plant is commonplace and typically unobjectionable. Given that, as explained above, aerial attachment is not an option, connecting the Poles via Comcast owned conduit and riser is a viable and reasonable “alternative to accommodate the additional attachment” as set forth in the NH PUC Rules. As such, Consolidated was required to accept it. Although Consolidated may have legitimately denied Comcast’s request for pole access to run overhead lines between the Poles due to overhead space constraints, once Comcast identified the reasonable alternative of conduit and risers, Consolidated had no basis to deny that alternative attachment request. Therefore, Consolidated has invalidly rejected Comcast’s request for riser access to the Poles. In addition, as noted above, Consolidated has improperly failed to acknowledge Comcast’s statutorily protected right to own and control conduit in the public right-of-way; the fact that this conduit would connect to two Consolidated assets in no way affects Comcast’s conduit rights.

### **Request for Dispute Resolution**

Pursuant to Section 15.10 of the Agreement, this letter constitutes a formal dispute of Consolidated’s denial of Comcast’s ability to access Poles 1100/2 and 110/47 via conduit and risers. In addition, because it is common practice to place underground conduit in order to connect two Consolidated poles, we foresee future denials in the near term as Comcast continues to expand its network in New Hampshire. Therefore, we are also disputing Consolidated’s policy of prohibiting Comcast (and others) from owning conduit that connects to risers on Consolidated poles.

We look forward to Consolidated’s written response within ten (10) business days after receipt of this letter with specific reasons for the denial of said access and specifically addressing all issues raised in this letter. As you know, Comcast has tried on numerous occasions to resolve this matter informally and on mutually acceptable terms without success. Comcast would very much like to seek resolution of this matter through the Dispute Resolution process and avoid the formal

Complaint with the New Hampshire Public Utilities Commission.

Thank you for your attention to this matter.

Sincerely,

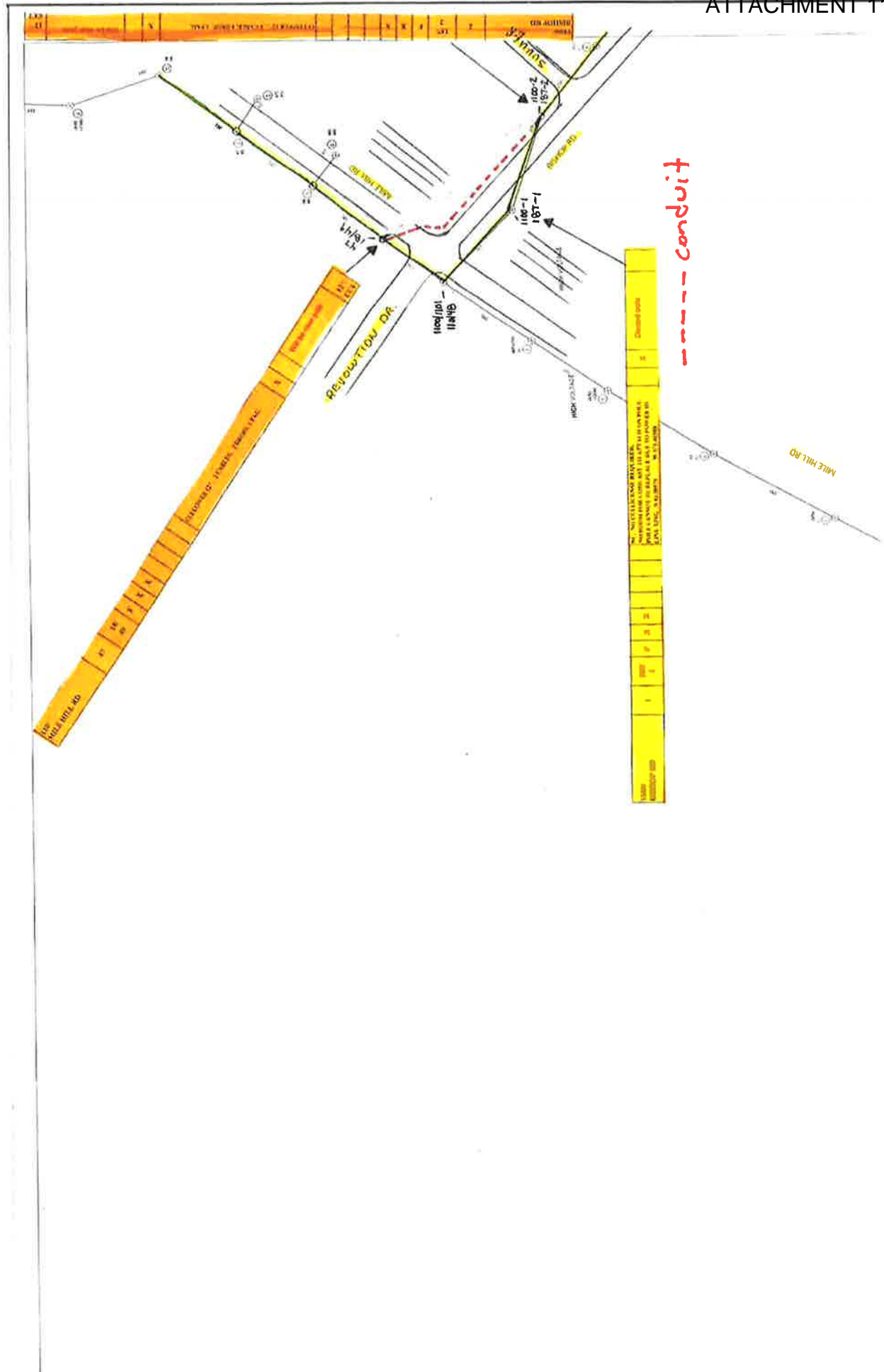


Sharon L. Webber  
Deputy General Counsel  
Comcast Corporation  
1701 John F. Kennedy Boulevard  
Philadelphia, PA 19118  
[Sharon\\_Webber@comcast.com](mailto:Sharon_Webber@comcast.com)  
(215) 286-4437

Cc (electronically only):

Sarah Davis, *Senior Director Government Relations and Wholesale Strategies*  
Consolidated Communications  
Glen Fournier, *License Administration Group*  
Consolidated Communications

ATTACHMENT 1



ATTACHMENT 2

TOWN OF BELMONT

BOARD OF SELECTMEN

PERMIT FOR WORK IN A PUBLIC WAY OR PLACE

Subject to certain conditions, restrictions and limitations which are set forth herein and the Ordinance, Rules and Regulations for Work in a Public Way.

Permission is hereby given to: MIRZA Co, Inc + Comcast

To open or do work in: Bishop Rd @ Mile Hill Rd - Installation of  
conduct.

For the purpose of: Install 4" pvc Schedule 40 from Utility Pole  
# 187/2 ON Bishop Rd to Utility Pole # 47/18 on mile hill Rd  
- Correct Enclosed - per Town of Belmont Specs + any special conditions

As the applicant for a permit to work in a public way, I hereby agree with the following:

- (1) To perform all work in accordance with the Ordinance, rules and regulations governing work in a public way.
- (2) To protect all vehicle and pedestrian traffic at all times of the day and night.
- (3) To notify all utilities not less than 72 hours before commencing work.
- (4) To notify all abutters and affected parties at least 48 hours prior to commencing work.
- (5) To hold harmless the Town of Belmont and its duly appointed and elected officials and employees against any action for personal injury and/or property damage sustained by reason of the exercise of this permit.
- (6) To carry out all orders of the Board of Selectmen or their, authorized representatives.



(7) I understand that this permit is issued and assigned as a privilege and may be revoked for failure to exercise care and/or comply with the Ordinance, rules and regulations of the Town of Belmont.

(8) I understand that this permit is not valid at certain times of the year as specified in the regulations and Ordinance or as otherwise specified by the Director and that this permit is non-transferable.

(9) I certify that I have read and understand the Ordinance, rules and regulations for work in a public way.

Signature of Applicant:

Rick Mac (Rick Mac)

Mailing Address:

MIRA Co. Inc 6 Norwoodway Georgetown MA

Telephone Number:

978-758-0213 81833

The authority to do any act under this permit shall expire at six PM on \_\_\_\_\_

Approved by the Town of Belmont:

By:

Spencer Baudin

DATE:

12.5.19

BOND FILED:

12.5.19 CK 70612 \$5000

INSURANCE FILED:

12/5/19

DIG-SAFE NUMBER:

20194413014

DATE ISSUED:

11/6/19

Permittee must notify in writing the office of the Board of Selectmen, Road Agent, Police Department and Fire Department 48 hours in advance of starting work hereunder. During the school year, notice must also be given to the Regional School District. Permittee must assure that all utilities have been notified 48 hours before the start of any work.

ATTACHMENT 3

PALCON SERVICES, INC.

FBO COMCAST

871 Plymouth Street

Middleboro MA 02346

Rockland Trust

288 Union Street

Rockland MA 02730

19857

1/23/2020

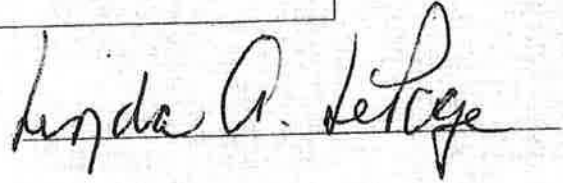
Pay to the Order of EVERSOURCE ENERGY

Exactly

Three Hundred Sixty-Four and 00/100\*\*\*\*\* Dollars

\$364.00\*

Memo: BMT-20-601 POLE SURVEY FEE



⑈019857⑈ ⑈011304478⑈ 2977006179⑈

Record of Payment Check: 19857 Payee: EVERSOURCE ENERGY 1/23/2020

PALCON SERVICES, INC.

BMT-20-601 POLE SURVEY FEE

\$364.00\*

Record of Payment Check: 19857 Payee: EVERSOURCE ENERGY 1/23/2020

PALCON SERVICES, INC.

BMT-20-601 POLE SURVEY FEE  
REORDER 140-5187 FORM #7200

\$364.00\*

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE**  
**d/b/a EVERSOURCE ENERGY**  
**APPLICATION AND POLE ATTACHMENT LICENSE**

Licensee: Comcast of NH/ME Inc.  
Street Address: 91 Industrial Park Rd.  
City, State and Zip: Plymouth, MA 02360  
Date: January 23, 2020

In accordance with the terms and conditions of the Pole Attachment Agreement, application is hereby made for a license to make 2 attachments to poles and 0 Power Supply(ies) and 0 Other attachments located in the municipality of BELMONT in the State of New Hampshire.

This request will be designated Pole Attachment License Number BMT-20-601.  
**Attached are my power supply specifications if applicable.**  
The cable's strand size is 6.6mm and weight per foot of cable is 1.47lbs/10ft.

Licensee's Name (Print): Comcast-Linda LePage  
Signature: Linda LePage  
Title: Comcast Utilities  
Tel #: (508) 846-3282 Ext.  
Fax #:  
E-mail: linda\_lepage@cable.comcast.com

\*\*\*\*\*For licensor use, do not write below this line\*\*\*\*\*  
Pole Attachment License Number BMT-20-601 is hereby granted to make the attachments described in this application to 2 attachments to Fully/Solely Owned poles, 0 attachments to Jointly Owned poles, 0 attachments to Tri Owned poles, 0 attachments to Jointly Used poles, 0 Power Supplies and 0 Other attachments located in the municipality of BELMONT in the State of New Hampshire as indicated on the attached Form 3.

ALA-317  
Agreement ID #  
Licensor's Name (Print):  
Signature:  
Title:  
Tel No.:  
E-mail:  
Date:

The Licensee shall submit an original copy of this application to Public Service Company of New Hampshire d/b/a Eversource Energy.

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE**  
**d/b/a EVERSOURCE ENERGY**  
**AUTHORIZATION FOR FIELD SURVEY WORK**

Licensee: Comcast of NH/ME Inc.

In accordance with Article III & Appendix I of the Pole Attachment Agreement, following is a summary of the charges which will apply to complete a field survey covering Pole Attachment License Number BMT-20-601 in the municipality of BELMONT in the State of New Hampshire.

**PRECONSTRUCTION ROADSIDE FIELD SURVEY CHARGES**

Field Survey	Number of Poles	Unit Rate	Total
Field Survey	2	\$7.00	\$14.00
Flat Fee		\$350.00	\$350.00
Total Charges			\$364.00

Please note, if the cost of the field survey was calculated incorrectly, your check will be returned and a new check for the correct amount must be received by this office in order to schedule the field survey. If you wish to have us complete the required survey, please sign this statement below and return with an advance payment in the total amount shown above.

**PRECONSTRUCTION RIGHT OF WAY FIELD SURVEY CHARGES**

The charges that will apply to complete a field survey that includes poles located in a Eversource Right Of Way will be estimated on a case by case basis after review by Eversource Civil Engineering. Due to the complexity, varying conditions and engineering factors required to complete a survey of requests to attach to poles located in a Right Of Way, a flat unit cost can not be provided. If you wish to have us complete the required field survey, please provide the location of the poles and the pole numbers and return it to the address below. Eversource Civil Engineering will review and send to you the prepayment cost for the survey within 14 days of receipt.

Mail application and, if applicable, prepayment and/or location of poles with pole numbers to Licensor.

Public Service Company of New Hampshire d/b/a Eversource Energy  
Customer Operations Support  
PO Box 330  
Manchester, NH 03105

- (a) PRECONSTRUCTION ROADSIDE FIELD SURVEY CHARGES - The required field survey covering Pole Attachment License Application Number BMT-20-601 is authorized. I am enclosing an advance payment in the amount of \$ 364.00 AND/OR
- (b) PRECONSTRUCTION RIGHT-OF-WAY FIELD SURVEY CHARGES - Please review the attached location of poles with the pole numbers and send me an estimate for the cost of the survey.

Licensee's Name (Print): Comcast-Linda LePage

Signature: Linda LePage

Title: Comcast Utilities

Date: January 23, 2020

Address: 91 Industrial Park Rd.

Plymouth, MA 02360

Telephone Number: (508) 846-3282 Ext:

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE**  
**d/b/a EVERSOURCE ENERGY**  
**Pole Make- Ready Work Charges**

PAGE 1 of 1

Date of Survey : \_\_\_\_\_

Total Poles Surveyed: \_\_\_\_\_

Total poles Requiring Make-Ready Work \_\_\_\_\_

Telco: \_\_\_\_\_

Eversource: \_\_\_\_\_

**FIELD SURVEY / MAKE-READY WORK FORM**

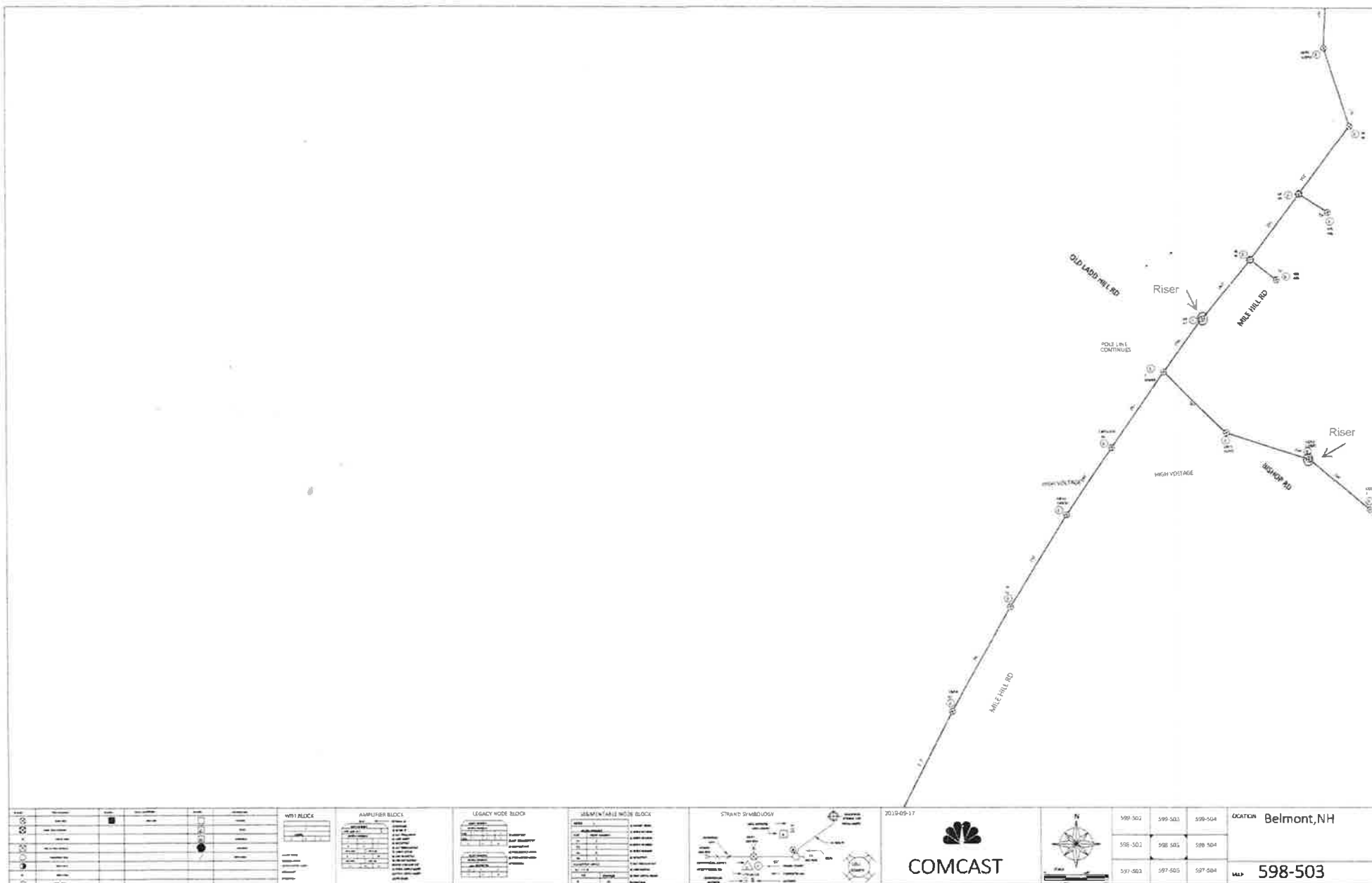
LICENSEE INFORMATION					TELEPHONE INFORMATION								EVERSOURCE INFORMATION			
Application #		BMT-20-601			Work Order #								Work Request #			
Company Name		Comcast of NH/ME Inc.			Application #								ALA #		ALA-317	
Surveyor Name		MARK CARTER			Exchange Code								AWC			
Surveyor Phone #		(617) 279-7792			State Code								Municipality		BELMONT	
					Surveyor Name								Surveyor Name			
STREET	TELEPHONE		ELECTRIC		Pole	*ATT	Ownership				Make-Ready		REMARKS			
	RTE	POLE	RTE	POLE			FO	JO	TO	JU	Yes	No				
POLE LOCATION	RTE	POLE	RTE	POLE	SIZE	BIRCH H MAR	HEIGHT T OF ATTCH	F, C, P.S., RISE	FO	JO	TO	JU	Yes	No		
BISHOP RD	NA	1100-2	NA	187-2				/R								
MILE HILL RD	NA	47	18	49				/R								

*Licensee to complete bold italicized areas only*

Revised: 01/01/2020

\* ATT: F=Fiber C= Copper or Coaxial PS= Power Supply R= Riser Pole





PALCON SERVICES, INC.  
FBO COMCAST  
871 Plymouth Street  
Middleboro MA 02346

Rockland Trust  
288 Union Street  
Rockland MA 02730

19856

Pay to the Order of CONSOLIDATED COMMUNICATIONS

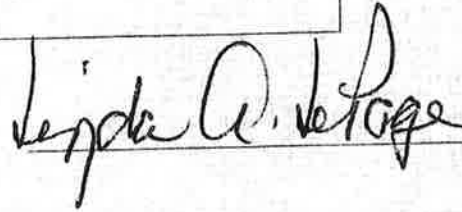
1/23/2020

Exactly

Two Hundred Seventy-Five and 00/100\*\*\*\*\* Dollars

\$275.00\*

Memo: BMT-20-601 POLE SURVEY FEES



⑈019856⑈ ⑆011304478⑆ 2977006119⑈

Record of Payment Check: 19856 Payee: CONSOLIDATED COMMUNICATIONS 1/23/2020

PALCON SERVICES, INC.

BMT-20-601 POLE SURVEY FEES

\$275.00\*

Record of Payment Check: 19856 Payee: CONSOLIDATED COMMUNICATIONS 1/23/2020

PALCON SERVICES, INC.

BMT-20-601 POLE SURVEY FEES  
REORDER 140-5187 FORM #7200

\$275.00\*

Form 1

**APPLICATION AND POLE ATTACHMENT LICENSE**

Licensee  
Street Address  
City, State, and Zip  
Date

Comcast of NH/ME Inc.

91 Industrial Park Rd.

Plymouth, MA 02360

January 23, 2020

In accordance with the terms and conditions of the Pole Attachment Agreement,  
application is hereby made for a license to make \_\_\_\_\_ <sup>2</sup> other attachments located in the municipality of  
Power Supply and \_\_\_\_\_  
in the State of New Hampshire.

**BELMONT**

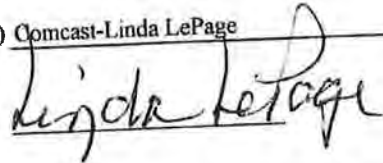
This request will be designated **Pole Attachment License Application Number**

**BMT-20-601**

Attached are my power supply specifications if applicable. The cable's  
strand size is 6.6m and weight per foot of cable is 1.47lb./10ft.

Licensee's Name (Print) Comcast-Linda LePage

Signature



Title

Comcast Utilities

Eversource

**Power Company**

Tel. No.

(508) 846-3282

Fax No.

n/a

E-Mail

linda.lepage@cable.comcast.com

\*\*\*\*\*For licensor use, do not write below this line\*\*\*\*\*

Pole Attachment License Application Number \_\_\_\_\_ is hereby granted to make  
the attachments described in this application to \_\_\_\_\_ attachments to JO<sup>1</sup> poles, \_\_\_\_\_  
attachments to FO<sup>2</sup> poles, \_\_\_\_\_ attachments to JU<sup>3</sup> poles and \_\_\_\_\_ Power Supplies and  
\_\_\_\_\_ other attachments located in the municipality of \_\_\_\_\_, in the State of  
New Hampshire as indicated on the attached form 3.

Licensor's Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Tel No. \_\_\_\_\_

(AGREEMENT ID #)

The Licensee shall submit an original copy of this application to Northern New England  
Telephone Operations LLC, d/b/a Consolidated Communications-NNE and  
the appropriate Power Company.

Form 2

**AUTHORIZATION FOR FIELD SURVEY WORK**

Licensee: **Comcast of NH/ME Inc.**

In accordance with Article III & Appendix I of the Pole Attachment Agreement, following is a summary of the charges which will apply to complete a field survey covering Pole Attachment License Application Number **BMT-20-601** in the municipality of **BELMONT** in the State of New Hampshire.

**FIELD SURVEY CHARGES**

<u>Field Survey</u>	<u>#Poles</u>	<u>Unit Rate</u>	<u>Total</u>
Field Survey 1-10 Poles	1	\$ 275.00	\$ 275.00
Field Survey 11-200 Poles		\$ 9.90 per Pole	
Additional Travel Time*	75+	\$ 200.00 per Day	\$ -
	150+	\$ 200.00 per Day	\$ -
<b>TOTAL Charges</b>			<b>\$ 275.00</b>

\* Based on an average of 75 poles surveyed per day, add \$200.00 travel time for each additional day required to complete survey.

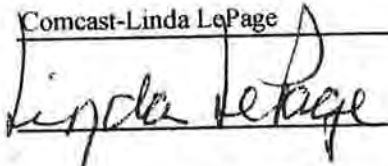
Please note, if you calculated the cost incorrectly, your check will be returned and a new check for the correct amount must be received by this office in order to schedule the survey. If you need assistance, please call the **HOTLINE on (866) 774-5228**.

The required field survey covering Pole Attachment License Application # **BMT-20-601** is authorized. I am enclosing an advance payment in the amount \$ **275.00**

Licensee's Name (Print)

Comcast-Linda LePage

Signature



Title

Comcast Utilities

Address

91 Industrial Park Rd. Plymouth, MA 02360

Tel. No.

(508) 846-3282

Date

1/23/20

**FORM 3 - CONSOLIDATED ITEMIZED Pole Make-Ready Work Charges**

RCE to Complete - Total Poles Surveyed

2 Total Poles requiring CONSOLIDATED Make-Ready

Appendix IV Form 3

FIELD SURVEY / MAKE-READY WORK FORM														
SURVEYORS:				DATE OF SURVEY:				CWO #:						
CONSOLIDATED				MUNIC:		STATE:		NH		Exch Code:			Munic Code:	
Licensee				LICENSEE NAME:				LICENSEE APPLICATION #			BMT-20-601			
ELCO				ELCO NAME:				CONSOLIDATED APPLICATION #:						
LOCATION		POLE #		ATT	OWNERSHIP				CHARGE		WORK DESCRIPTION			
TEL RTE / STREET NAME		Tel	El	F/C	J.O.		J.U.		F.O.		YES	NO	TASK #S / REMARKS	*Height of Att.
				P.S.	Tel	El	Tel	El	Tel	El				
NA BISHOP RD		1100-2	187-2	R										
NA MILE HILL RD		47	49	R										
0 0		0	0	0										
0 0		0	0	0										
0 0		0	0	0										
TOTALS:														

\*Height of Attachment = Height of Licensee Attachment shall be 40" below Elco MGN unless otherwise noted here by CONSOLIDATED and Elco surveyor.  
Licensee to complete bold Italicized areas only. (Provide ownership information if known)

