

**TARIFF FOR USE OF ELECTRIC UTILITY COMPANY PUBLIC RIGHT-OF-WAY  
STRUCTURES FOR TELECOMMUNICATION SERVICES  
Telecom Pole Attachment**

A. GENERAL

This tariff applies to the offering of Electric Utility Company public right-of-way structures by The United Illuminating Company within its operating territory in the State of Connecticut for use in providing telecommunication services pursuant to the General Statutes of Connecticut.

B. DEFINITIONS

1. The term “telecommunication” means any system operated along any street or highway for the purpose of providing wired communication of audio, video, or digital information services for hire pursuant to certificate of public convenience issued by the Public Utilities Commission.
2. The term “wired communication service” means any lawful transmission of signals, writings, images, sounds or information of any nature by wire or fiber optic cable.
3. The term “Competitive Local Exchange Carrier (CLEC)” means the individual, partnership, or corporation providing telecommunication service pursuant to a certificate of public convenience and necessity granted by the Public Utilities Commission.
4. The term “facilities” means the cables, wires and appliances leased or owned by the CLEC and used by such CLEC to provide telecommunication service.
5. The term “pole attachment” means the location; to be designated in each instance by the Electric Utility Company, where facilities to provide telecommunication service may be placed on poles owned by the Electric Utility Company or in which the Electric Utility Company has an ownership interest or to which the Electric Utility Company has been authorized by the owner of the pole to offer an attachment of facilities.

6. The term “duct occupancy” means the accommodation in underground right-of-way structures of the Electric Utility Company, to be designated in each instance by the Electric Utility Company and provided to the extent that is practical to do so, within and through which the CLEC may place its fiber optic telecommunication cables.
7. The term “joint user” means any public service company, municipality or other company, other than a CLEC, who has acquired an ownership interest in poles or ducts on or through which the Electric Utility Company has placed its cable and wiring.
8. The term “make ready costs” means the costs incurred by the Electric Utility Company or joint users for the accommodation of the CLEC’s facilities. Such costs include, but are not limited to, replacing particular poles with taller or stronger poles where required, the cost of rearranging the Electric Utility Company’s or joint users’ existing plant on the pole or within the conduit structure; also the costs of engineering, necessary tree trimming, inspection, and the cost of bonding and grounding the CLEC’s facilities to plant of the Electric Utility Company or of joint users.
9. The term “license(s)” means the document or documents signed by the CLEC and the Electric Utility Company, and specifying the pole(s) or duct(s) made ready for accommodation of the CLEC’s facilities as requested by them.

C. REGULATIONS

1. Undertaking of the Electric Utility Company

The Electric Utility Company will enter into standard contracts, to be filed with the Public Utilities Commission, to provide available pole or duct accommodations for facilities used solely to provide telecommunication service by CLEC authorized to provide such service by the Public Utilities Commission pursuant to the General Statutes of Connecticut.

Since the poles and ducts of the Electric Utility Company are and will continue to be used primarily for the purpose of the Electric Utility Company and its joint users, the provision of pole or duct accommodations for CLEC facilities is expressly limited to circumstances where, in the opinion of the Electric Utility Company, such accommodations can be made or kept available. Where the Electric Utility Company requires the full use of an existing underground right-of-way structure and no additional construction is planned for Electric Utility Company service, accommodations will not be made available for CLEC facilities.

2. Obligations of the CLEC

- a. The CLEC shall own, construct, maintain, replace and reconstruct its facilities; all such construction and reconstruction be in accordance with standards approved by the Public Utilities Commission and with the National Electrical Safety Code.
- b. The CLEC shall conduct entirely and exclusively all negotiations and arrangements with his customers who will receive telecommunication service.
- c. The CLEC shall pay all rentals as provided in this tariff and in addition to such rentals shall pay all make-ready costs as defined in this tariff and in contracts between such CLEC and the Electric Utility Company. The decision as to the necessity for make-ready work and as to the estimate of cost shall be the Electric Utility Company's.

3. Liability of the Electric Utility Company

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

4. Liability and Insurance of CLEC

The CLEC shall indemnify, protect and save harmless the Electric Utility Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgment for damages to property or injury to or death of persons, including the officers, agents, and employees of either the Electric Utility Company or the CLEC, including payment made under any Workman's Compensation Law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of the telecommunication facilities or by the proximity of such facilities to the respective cables, wires, apparatus and appliances of the Electric Utility Company or any joint user of the right-of-way structure.

The CLEC shall carry insurance at its own expense to protect the Electric Utility Company in respect to the CLEC's responsibility for indemnification under 3 and 4 above. All such insurance shall contain provisions that the insurance is issued to insure the Electric Utility Company and joint users under the provisions of this tariff and that the policy may not be cancelled or changed except after thirty days notice to the Electric Utility Company.

5. Security

The CLEC shall furnish security for performance of its obligations to pay rental charges in accordance with this tariff and to pay make-ready costs. This security may be either 1) a deposit of money or bond issued by a surety company satisfactory to the Electric Utility Company and in a form satisfactory to the Electric Utility, or 2) other evidence of security satisfactory to the Electric Utility Company. The amounts and details of the security shall be covered by the contract between the parties.

6. The Contracts

The terms under which pole or duct accommodations are provided are more fully covered in contracts to be signed by the CLEC and the Electric Utility Company. The contract forms, which are to be standard forms filed with the Public Utilities Commission.

7. Default

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

D. RENTAL CHARGES

1. Pole Attachments

- a. The amount of the semi-annual rental for each full semi-annual period (see c. (2) below) is determined by the number of poles included in licenses as of December 15 or June 15, as the case may be, next preceding the semi-annual bill. The bill for each semi-annual period shall be payable in advance on or before January 31 or July 31, as the case may be.
- b. Rentals accrue for that portion of the initial semi-annual period starting on the first of the month (see c. (1) and (2) below) following the date attachments begin in connection with a license, with respect to every pole included in that license.
- c. Rental charges apply as follows for attachments of facilities to poles which are owned by the Electric Utility Company or in which the Electric Utility Company has an ownership interest.
  - (1) Per pole, from the first of the month following the date attachments begin in connection with a license to the beginning of the first full semi-annual period (see (2) following) which amounts will be included in the first semi-annual bill per month \$1.645
  - (2) Per pole, semi-annually for the periods January 1 - June 30 and July 1 - December 31 of each year during which the contract remains in effect \$9.870
- d. The CLEC may give up his license as to any pole or poles by removing his facilities therefrom and thereafter giving the Electric Utility Company notice of such removal. Rentals in respect of the license on such pole or poles shall terminate as of the end of the month in which such notice is given, and the CLEC shall be entitled to a prorate refund or credit of rentals already paid.
- e. Rental charges for attachments of facilities to poles licensed under the contract which are not owned by the Electric Utility Company and in which the Electric Utility Company has no ownership interest shall be the charges provided for in the tariff of the party owning said pole or poles.

- f. The Electric Utility Company shall be due penalty compensation of \$98.70 per pole attachment for each CLEC attachment found to have been placed without license from the Electric Utility Company. Coincident with the initial effective date of this penalty clause, there shall be a 60-day grace period during which the Electric Utility Company shall not enforce the penalty clause. CLEC attachments reported by CLEC during this time shall be billed as new attachments.

Effective: September 1, 2023

Effective September 1, 2023  
Decision dated August 25, 2023  
Docket No. 22-08-08

Supersedes C.P.U.C.A. No. 941  
Effective January 1, 2017  
Decision dated December 14, 2016  
Docket No. 16-06-04