

**CENTRAL HUDSON GAS & ELECTRIC CORPORATION
STANDARD POLE ATTACHMENT AGREEMENT**

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STANDARD POLE ATTACHMENT AGREEMENT

THIS STANDARD POLE ATTACHMENT AGREEMENT, made as of the _____ day of _____, between CENTRAL HUDSON GAS & ELECTRIC CORPORATION ("Central Hudson"), a New York corporation having offices at 284 South Avenue, Poughkeepsie, New York 12601, and _____ ("Licensee"), a _____ having offices at _____.

WHEREAS, Licensee, for its own use, desires to attach and maintain communication cables, attachments, appurtenances, equipment and related facilities on Central Hudson's Distribution Poles (defined below);

WHEREAS, Licensee acknowledges that Central Hudson's Distribution Poles are used, and are to continue to be used, primarily for Central Hudson's public service obligations and the purposes of the Joint Owners (defined below); and

WHEREAS, Central Hudson is willing to license, to the extent it may lawfully do so, the placement of such cables, attachments, appurtenances, equipment and related facilities on Central Hudson's Distribution Poles.

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

1. DEFINITIONS.

1.1 **Anchor** means an assembly of a rod secured to a fixed object or plate designed to resist a Guy Strand or Strands.

1.2 **Annual Wire-Span Attachment Rate** means the annual rate referred to and described in Section 3.1 and Exhibit B of this Agreement.

1.3 **Applicable Laws** means the Telecommunications Act of 1996 (47 U.S.C. Section 224 et. seq.), as the Act may be amended from time to time (the "Act"), any and all related legislation, orders and regulations of the Federal Communications Commission (the "FCC"), applicable federal laws and regulations and the laws and regulations of New York State, the orders and regulations of the Public Service Commission of the State of New York (the "PSC" or the "Commission") and all state, county, local and municipal statutes, ordinances, restrictions, code rules and other requirements.

1.4 **Appurtenances** means any article of equipment attached to a point on a pole not normally occupied by a strand Attachment (i.e. equipment cabinets, terminals, etc.).

1.5 **Attacher** means any telecommunications carriers (including Central Hudson should it provide such services), cable operators, incumbent local exchange carriers ("ILECs") and competitive local exchange carriers ("CLECs"). Except in instances wherein Central Hudson provides telecommunications services, the term "Attacher" shall not include Central Hudson.

1.6 **Attachment or Attachments** means the cables and/or associated equipment, Appurtenances, hardware, antennas, communication devices and related facilities of Central

Hudson, Joint Owners and/or Licensee(s) which are in any manner supported by the Poles for the purposes set forth in this Agreement, including, but not limited to, any of the following:

- (i) A single Messenger or Wire-Span Facility, utilizing one foot or less of usable Pole space on Poles suitable for electric distribution, as described below. Each Messenger will be counted as a separate Attachment. Notwithstanding the foregoing, a single or multiple Wire-Span Facility used to carry information which is supported by a Messenger, where both the Wire-Span Facilities and the Messenger are owned by the same Licensee, shall be deemed a single Attachment. The sag of the Licensee's Facilities will be included in determining the Pole space utilized.
- (ii) Each Wire-Span Facility installed in such a manner as to utilize the Messenger for support other than the owner of said Wire-Span Facility.
- (iii) Equipment mounted in Non-Usable Space, defined below. Each piece of equipment, which prevents that space from being utilized by Central Hudson, a Joint Owner or a third party will be counted as a separate Attachment.

1.7 **Authorized Licensee** is a person or entity which has made application for a license, has executed a license agreement with Central Hudson and has complied with the provisions of Article 2 hereof.

1.8 **Boxing** of a pole involves attaching wires on opposite sides of the Pole in order to meet required distances and clearances between Attachments. The use of Boxing shall be restricted solely to existing Attachments.

1.9 **Business Days** means Monday through Friday except for holidays observed by Central Hudson.

1.10 **Cable Tag** means an identifying marker with the Licensee's name and contact information, approved by Central Hudson, attached to each cable at the pole Attachment location identifying Licensee's Facilities and readable from the ground.

1.11 **Central Hudson Facilities** means the Utility Poles, the Anchors, Guys, cables and/or wires, and other equipment owned or controlled by Central Hudson.

1.12 **Cost** means the full cost and expense for audits, Make-Ready Work, inspections, surveys, estimating, rearrangements, transfers, removals, engineering, reviews, analysis, project management, processing and any and all other fees, costs or expenses paid or incurred by Central Hudson on account of Licensee's requests or Attachments (authorized or not), or any other work performed by Central Hudson for, by reason of or on behalf of Licensee.

1.13 **Dispute Resolution Procedures** means the procedures referred to and described in Section 6.5 of this Agreement.

1.14 **Distribution Poles** means Poles supporting Central Hudson Facilities operating at phase to phase voltages not greater than 34,500 volts nominal, or phase to ground voltage not greater than 19,920 volts nominal.

1.15 **Drop Poles or Service Poles** are Poles required to support cables and wires to serve an individual premise or building when that structure is a significant distance from the main Distribution Pole.

1.16 **Electric Construction Standards** means Central Hudson's Standards for the construction and maintenance of electric distribution facilities as maintained and modified by Central Hudson from time to time in its sole discretion.

1.17 **Extension Arm** means a Central Hudson approved metal or fiberglass bracket used to support attaching wires away from the face of the Pole in order to meet required distances and clearances. The use of extension arms shall be restricted solely to existing Attachments.

1.18 **Force Majeure** means the events referred to and described in Section 7.6 of this Agreement.

1.19 **Guy(s) or Guy Strand(s)** means a metal cable which is attached to a Utility Pole and Anchor for the purpose of reducing pole stress.

1.20 **Joint Owner(s)** means any public utility, which shall now or hereafter have the right to use any of the Utility Poles, by virtue of joint ownership or other agreement. The term Joint Owner shall include Central Hudson, but shall not include the Licensee.

1.21 **License** means any License granted by Central Hudson pursuant to the terms of this Agreement.

1.22 **Licensee's Facilities** means the Attachments, including but not limited to, the cables, Appurtenances, and all associated equipment and hardware related thereto, installed for the use of the Licensee, and any facilities of an overlasher.

1.23 **Make-Ready Work** means all work to be performed or arranged which is required to be performed prior to, and because of, Attachment of Licensee's Facilities, including, but not limited to, rearrangement of existing Central Hudson and/or Joint Owner's Facilities and other Attachments, guying and anchoring, Utility Pole replacements, Pre-Construction Surveys and inspections, construction surveys and inspections, and Post-Construction Surveys and inspections. Similar work required after initial Attachment to a Utility Pole shall be referred to as "**Additional Make-Ready Work.**"

1.24 **Make-Ready Work Costs** means the Costs referred to and described in Section 3.2 of this Agreement.

1.25 **Messenger Cable or Messenger** means any cable owned by any entity extending between Poles which is used as support for Wire-Span Facility carrying information in any form and by any means.

1.26 **Non-Usable Space** means the space other than space usable by Wire-Span Facilities on a Pole. Pursuant to Central Hudson's current Electric Construction Standards, there is a rebuttable presumption of 24.5 feet per Pole of Non-Usable Space (of which 18 feet is reserved for ground clearance and six and a half feet is required for setting the Pole), based on a presumption of an average pole height of 38.5 feet (for other pole heights see the applicable Electric Construction Standards) . Please see Central Hudson's Electric Construction Standards,

including, but not limited to the then-current revision of Central Hudson drawings E 01-02-006.0, attached hereto as Exhibit F.

1.27 **Overlashing or Overlash** refers to any entity physically tying its wiring facilities to other wiring or a Messenger already secured to the Pole in order to accommodate additional strands of fiber or coaxial cable or other Wire-Span Capacity on existing Attachments.

1.28 **Party or Parties** means Central Hudson and Licensee named herein.

1.29 **Pre-Construction Survey** means the survey referred to and described in Section 2.4.1 of this Agreement.

1.30 **Post-Construction Survey** means the survey referred to and described in Section 2.6 of this Agreement.

1.31 **Serious Violation** means a Violation that places individuals working on or near a Pole in imminent danger of death or bodily harm.

1.32 **Simultaneous** shall have the meaning referred to and described in Section 2.3.1 of this Agreement.

1.33 **Standards** means the National Electrical Code, the National Electric Safety Code, the Occupational Safety and Health Act, the American National Standards Institute and the Electric Construction Standards (a portion of which are attached hereto as Exhibit F) as the same may be modified, amended and supplemented from time to time, all Applicable Laws, and any rules or orders now in effect or that hereafter may be issued by the PSC or any other governmental authority, including, but not limited to the New York State Department of Transportation, or any entity whose Standards are referenced in this Agreement or the Exhibits attached hereto having jurisdiction.

1.34 **Unauthorized Attachment** means the Attachments referred to and described in Section 3.5 of this Agreement.

1.35 **Usable Space** means the total space, including Central Hudson's space, on a Utility Pole above the minimum ground clearance level that is usable for Attachments. Pursuant to Central Hudson's current Electric Construction Standards, there is a rebuttable presumption of 20.6 feet per Pole of Usable Space on a 45 foot Pole (for other pole heights see the applicable Electric Construction Standards). Please see Central Hudson's Electric Construction Standards, including, but not limited to the then-current revision of Central Hudson drawings E 01-02-006.0, attached hereto as Exhibit F.

1.36 **Utility Pole(s) or Poles** means a Distribution Pole or Poles solely owned or jointly owned by Central Hudson, and used to support Central Hudson Facilities, the facilities of a Joint Owner and/or the Attachments of Authorized Licensees.

1.37 **Violation** means a violation of the Standards or Applicable Laws, including but not limited to safety-related provisions.

1.38 **Wire-Span Facilities** means the telecommunications, cable television, internet provider, and utility telecommunication cables, wires, fiber optic cables, communication cables of any other composition and/or Attachments owned or controlled by the Licensee, or by a third party.

2. PROCEDURES AND ATTACHMENT REQUIREMENTS.

2.1 Application Procedure

2.1.1 Application for Permission to Attach. Prior to Licensee attaching Licensee's Facilities to any Utility Pole or Anchor, Licensee shall make written and electronic application to Central Hudson and the Joint Owner, if any, of any Poles, which application shall be in the form attached hereto as Exhibit A -1 and Exhibit A-2. The application must be accompanied by a non-refundable application fee (currently \$165.00/pole) and, a per pole charge (currently \$52.50/pole), which is subject to adjustment by Central Hudson from time to time as provided for in this Agreement. Additionally, Licensee shall submit a strand map detailing the pole locations and sequence of the proposed route for the Attachments in digital format, CAD or GIS. For loading analysis purposes, Licensee shall submit to Central Hudson the size, type and installation tensions of Messenger or self-supporting cable and the completed bundle effective diameter and weight per foot. Licensee shall attach to each such application the Application Attachment Sheet in the form attached hereto as Exhibit A-2 with the columns A and E, completely filled out for each Pole together with name of the Licensee, the municipality and the sheet number. Central Hudson shall promptly review each application submitted by Licensee for completeness, and notify Licensee of any deficiencies found during such review. Central Hudson shall process an application for a license within five (5) Business Days after receipt of a complete application. An application will be considered complete only upon Central Hudson's receipt of the information detailed in this paragraph, in addition to a completed electronic and written application and the Application Attachment Sheet and associated fees required by Central Hudson.

2.1.2 Delay in Review of Application. If Central Hudson is unable to review or process an application within the time set forth in Section 2.1.1, because of multiple applications from Licensee, an incomplete application, or other reasons beyond the reasonable control of Central Hudson, Central Hudson shall, within such time period, contact Licensee and propose an alternate schedule to Licensee for processing the applications and commencing the Pre-Construction Survey. Licensee shall respond to Central Hudson's alternate schedule proposal within three (3) Business Days of receipt of the same by either accepting, rejecting or making a counter-proposal. If Licensee rejects the alternate schedule or makes a counter-proposal, and the Parties cannot agree on an alternate schedule within five (5) Business Days from Central Hudson's receipt of Licensee's response, the dispute will be subject to resolution in accordance with the Dispute Resolution Procedures set forth in Section 6.5 hereof.

2.2 Attachment Requirements.

2.2.1 Compliance with Applicable Laws. Licensee shall install Licensee's Facilities in accordance with all requirements of Central Hudson, the Standards, including, but not limited to, all requirements for proper bonding, grounding, clearances, guying and anchoring of Licensee's Facilities. Licensee's facilities shall not physically, electronically or inductively interfere with Central Hudson's and/or Joint Owner's Facilities. Central Hudson reserves the right at all times to specify the type and methods of design, construction and maintenance of Licensee's Facilities on Central Hudson Facilities and Licensee shall comply with such

specifications. Where there is an inconsistency as to specifications for Attachments in the Standards, the most stringent specification shall apply.

- 2.2.2 Non-Compliance with Applicable Laws. If at any time during the term of this Agreement all or any part of Licensee's Facilities are not placed, maintained, relocated or removed in accordance with the Standards or Applicable Laws, Licensee shall correct such Violations or Serious Violations immediately. If Licensee fails to correct said Violations within thirty (30) days after written notice to the Licensee or Serious Violations immediately upon discovery, Central Hudson may correct said Violations or may correct Serious Violations without notice. However, when such Violations or Serious Violations pose an immediate threat to the safety of Central Hudson's employees or other persons, interfere with the performance of Central Hudson's service obligations including its obligations to attach other licensees, or pose an immediate threat to the physical integrity of Central Hudson's Facilities, Central Hudson may perform such work and/or take such action which Central Hudson deems necessary without prior notice to Licensee. The Cost of Central Hudson's corrective work and/or actions shall be borne by Licensee and shall be paid by Licensee within five (5) Business Days of the receipt of an invoice for such Costs from Central Hudson.

In the event that deficiencies constituting Violations or Serious Violations in Licensee's Attachments are discovered, or if it is determined by Central Hudson that any hazardous condition exists, Central Hudson, in addition to any other rights or remedies Central Hudson may have, may prohibit Attachment of any other facilities until such deficiency or condition is remedied. In the event that Attachments to the Pole have been made, Central Hudson may require correction of any and all such deficiencies before commencement of operation of any Licensee's Facilities attached to such Poles, or require Licensee to cease operations immediately until the deficiencies are corrected. In any such circumstance, Central Hudson shall not be liable for any delays or other Costs relating to any such stoppage. Licensee may not resume work unless and until Licensee notifies Central Hudson, in writing, that the Violation or Serious Violation has been corrected, and Central Hudson authorizes the Licensee, in writing, that Licensee or its contractor may resume work.

Subject to the Standards, each of the Licensee's Facilities shall be marked with a Cable Tag near each point of Attachment in such a manner as to allow identification of the ownership of Licensee's Facilities from ground level. Licensee's Cable Tag shall be submitted to Central Hudson for Central Hudson's review and approval.

- 2.2.3 Attachment Inspections. Licensee shall provide written notification to Central Hudson's Real Property Services Division, on a week-to-week basis, of the exact locations where the Licensee's Facilities are being constructed. Central Hudson may conduct frequent Attachment Inspections of Licensee's construction in progress, at the Licensee's expense, in lieu of, or in addition to, Post-Construction Surveys. Central Hudson shall bill the Costs of such inspections to Licensee upon completion of the inspections. Such inspections shall not be performed unnecessarily.

2.3 Multiple Attachment Applications. The provisions of this Section 2.3 apply in the case of applications received by Central Hudson from two or more Attachers for Attachment

authorizations on the same Pole, prior to commencement of any Make-Ready Work required to accommodate any Licensee.

2.3.1 Simultaneous Applications. Applications received from multiple applicants for the same Pole prior to the commencement of Make-Ready Work construction will be classified as Simultaneous.

2.3.2 Allocation of Make-Ready Work Cost for Simultaneous Applications. The Make-Ready Work Cost for Simultaneous applications shall be allocated to the applicants as follows:

(1) Where Simultaneous applications have been submitted, each applicant will be charged an equal share of Central Hudson's total Make-Ready Work Cost.

(2) If only one such applicant agrees to the shared portion of the total Cost, that applicant shall be charged the Cost applicable to accommodate a single Licensee and the other applicant shall not be permitted to attach.

2.4 Make-Ready Work Procedures.

2.4.1 Pre-Construction Surveys. Upon receipt of a completed application for a License and the payment of the application fee and the associated fees required by Central Hudson, Central Hudson will make such survey of the Utility Poles, including stub poles, listed in the Application Attachment Sheet (in the form attached hereto as Exhibit A-2) within forty-five (45) days of the application filing date. The form of the Application Attachment Sheet may be revised in Central Hudson's sole discretion. Central Hudson shall notify Licensee of the date and time of the Pre-Construction Survey no less than five (5) days prior to the commencement of the Survey. Licensee shall have the right to be present.

Central Hudson shall determine, within fourteen (14) days after completion of the Pre-Construction Survey, among other things, whether to accommodate the Attachments of Licensee's Facilities, and whether any rearrangements or changes are necessary in Central Hudson Facilities. The Pre-Construction Survey shall also determine whether: (i) any Utility Poles require strengthening (guying and anchoring), (ii) any Utility Poles require placement or replacement, and (iii) whether Licensee's Facilities need to be bonded or grounded to Central Hudson Facilities or those of other Joint Owners, other Licensee's or Attacher's. At the conclusion of the Pre-Construction Survey, if it is determined by Central Hudson that any Make-Ready Work is required to accommodate Licensee's Facilities, Central Hudson shall estimate the Cost of such work and submit that Make-Ready Work estimate to Licensee. Licensee shall, within fourteen (14) days of receiving such estimate from Central Hudson, pay such estimate amount to Central Hudson.

Central Hudson's inspections of Licensee's Facilities may not be relied upon by the Licensee for any purpose other than the fact that Central Hudson's own requirements were met and shall in no way diminish Licensee's obligations under Sec. 2.2.1, or other relevant provisions of this Agreement. CENTRAL HUDSON EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES IN CONNECTION WITH THE FACILITIES OF ANY JOINT OWNER OTHER THAN CENTRAL HUDSON.

- 2.4.2 Make-Ready Work Performance. Central Hudson shall use commercially reasonable efforts to perform any Make-Ready Work in a timely manner; provided, that, Licensee's application gives Central Hudson at least ninety (90) days prior notice of Licensee's desired Attachment schedule; provided, further, that, such Make-Ready Work does not interfere with Central Hudson's power delivery service obligations, which in all events, shall take priority over any such Make-Ready Work. If applications for Attachments to large numbers of Poles or Anchors are received from Licensee, alone or in conjunction with other applicants, requiring more Make-Ready Work than can be reasonably handled at that time by Central Hudson, then Central Hudson shall endeavor to allocate its available work forces (including contract work), as far as practical, to accommodate the needs of Licensee. Subject to the foregoing and/or unforeseen situations, Central Hudson shall complete all Make-Ready Work within forty-five (45) days of receipt by Central Hudson of payment by Licensee of the Make-Ready Work estimate.
- 2.4.3 Withdrawal of Application by Licensee. If at any time Licensee decides to withdraw the application or Central Hudson exercises a termination right provided for herein, Central Hudson shall be allowed to recover from Licensee, including the right to setoff, from and against any amounts deposited by Licensee pursuant to the terms of this Agreement any and all Costs incurred by Central Hudson in connection with the Make-Ready Work to the date of withdrawal or termination and any remaining balance of the amount so deposited by Licensee shall be promptly refunded to Licensee. If the amount of the deposit is insufficient to pay Central Hudson all Costs incurred by and in connection with the Make-Ready Work, up until the date of withdrawal or termination, any remaining balance due shall be paid within (5) five Business Days by the Licensee to Central Hudson.
- 2.4.4 Issuance of License. Upon completion of the Make-Ready Work, Central Hudson shall: (i) inform Licensee of such completion within three (3) Business Days after such Make-Ready Work has been completed, and (ii) issue any applicable License to Licensee. Licensee shall not attach to any Poles until all Joint Owners and/or Licensees complete the Make-Ready Work.

2.5 Licensee Notice of Construction.

Licensee shall provide written notice to Central Hudson, not less than fifteen (15) days prior to performing work on a Pole, of the exact Pole locations where Licensee's Facilities are to be constructed.

2.6 Licensee Notice of Construction Completion.

Licensee shall provide written notice to Central Hudson's Real Property Services Division of the actual dates of Attachment, including Overlashing, within five (5) days upon completion of construction.

2.7 Post-Construction Survey.

Central Hudson may, at its discretion, perform a Post-Construction Survey of completed Attachments at any time within thirty (30) days after Licensee has completed the Attachments. Central Hudson shall notify Licensee of any such Survey no less than five (5) days prior to the commencement of the Survey. Licensee shall notify Central Hudson at least twenty-four (24)

hours prior to the Survey if Licensee intends to participate in such Survey. The purpose of such Post-Construction Survey is to (i) inspect for compliance with prior agreed-to Attachment locations, (ii) inspect for compliance with the requirements of this Agreement, in particular, the Standards (iii) determine whether any rearrangements or changes are necessary in the facilities of other Joint Owners or Wire Span Facilities of all other third parties with Attachment rights, and (iv) confirm that a license has been properly applied for and issued for each of Licensee's Attachments.

A fee for the Post-Construction Survey may have been charged by Central Hudson as part of the application process as provided for in Section 2.1.1 hereof. If the Cost of such Post-Construction Survey was not billed with the application fee or Make-Ready Work estimate, Central Hudson shall invoice Licensee for such Cost at the time Central Hudson provides Licensee notice of the Post-Construction Survey. Licensee shall pay such invoice within five (5) Business Days of receipt of the same. The Post-Construction Survey fee shall be pro-rated if Central Hudson performs a Post-Construction Survey for Licensee and another applicant simultaneously. Central Hudson shall have thirty (30) days after the completion of the Post-Construction Survey and the receipt of all data and information requested to complete its review to inform Licensee in writing as to any such Post-Construction Survey work that needs to be performed. All work required to be performed as a result of Violations or Serious Violations shall be performed only by a contractor approved in writing by Central Hudson. If Violation or Serious Violations are not corrected by Licensee, Central Hudson, upon acquiring knowledge of the Violation or Serious Violation, may perform the work required at Licensees cost and expense.

2.8 Post-Construction Work. Any post-construction work required as a result of the Post-Construction Survey shall be completed by Licensee at Licensee's expense within thirty (30) days of notification. Upon correction of any post-construction work identified, Licensee shall resubmit to Central Hudson an application with an additional Post-Construction Survey fee (in the amount referred to in Section 2.1.1 hereof) so that Central Hudson may perform a post-survey inspection to ensure that any such Post-Construction Work has been properly completed.

2.9 Violations or Serious Violations. If a Violation, Serious Violation or other failure to properly attach Licensee's Facilities is discovered during an inspection or a survey by Central Hudson, or review of an inspection by Central Hudson or at any other time during the term of this Agreement, then the provisions of Sections 2.2.2 and 2.7 hereof shall apply.

2.10 Operation and Maintenance.

2.10.1 Compliance with Applicable Laws and Standards. Licensee agrees, at its sole Cost and expense, at all times to conduct its operations, operate and maintain Licensee's Facilities so that such Facilities are in good repair, safe condition and in accordance with the terms of this Agreement, the Standards and with all Applicable Laws.

2.10.2 Non-Emergency Tree Trimming. No non-emergency tree trimming shall be performed by Licensee in connection with the Licensee's Facilities, unless Licensee shall have submitted a written request for such trimming to Central Hudson and Licensee shall have received written approval from Central Hudson for such trimming containing such terms and conditions as Central Hudson shall deem advisable.

2.10.3 Central Hudson Right to Maintain. Central Hudson reserves to itself, the right to utilize and maintain the Poles and to operate its Facilities thereon in such manner

as will best enable Central Hudson in its sole unfettered discretion to fulfill its public service requirements.

- 2.10.4 Sharing of Costs for Pole Relocations. Each Party shall bear its own Costs to comply with Municipal or State initiated and mandated Pole relocations or facility relocations. Municipal or State mandated Pole or facility relocation Costs required as a result of a Licensee initiated project(s), shall be paid for by that Licensee.
- 2.10.5 Relocation or Rearrangement of Licensee Attachments. Licensee shall participate in the facility and equipment transfer notification system utilized by Pole Owners and other Attachers, or as required by a regulator of competent jurisdiction. Upon notification, Licensee shall relocate or rearrange its Attachments to accommodate use of the pole by Central Hudson or other Attachers. Licensee shall promptly update its actions within the facility and equipment transfer notification system.
- 2.10.6 No Representation or Warranties. CENTRAL HUDSON DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE PRESENT OR FUTURE STRENGTH, CONDITION, OR STATE OF REPAIR OF ANY POLES, GUYS, ANCHORS, WIRES, OR APPARATUS. LICENSEE SHALL BY TEST OR OBSERVATION DETERMINE WHETHER THE POLES ARE SAFE TO CLIMB AND WHETHER THEY ARE ADEQUATE TO SUPPORT LICENSEE'S ATTACHMENTS. IF THROUGH SUCH TEST OR OBSERVATION, LICENSEE DETERMINES THAT THE INTEGRITY OR SAFETY OF ANY POLE OR OTHER CENTRAL HUDSON FACILITY IS IN QUESTION OR A POLE OR OTHER CENTRAL HUDSON FACILITY IS MARKED BY CENTRAL HUDSON AS UNSAFE, LICENSEE SHALL CONFIRM SAID CONDITION WITH CENTRAL HUDSON IN WRITING AND VERBALLY. THEREAFTER, UNLESS INFORMED IN WRITING BY CENTRAL HUDSON THAT SAID POLE IS SAFE TO CLIMB AND SUITABLE TO BEAR LICENSEE'S FACILITIES, LICENSEE SHALL REFRAIN FROM: (I) ASCENDING THAT POLE, (II) MAKING ANY ATTACHMENT TO THAT POLE, (III) OVERLASHING TO A MESSENGER ATTACHED TO THAT POLE OR (IV) ATTACHING ANY EQUIPMENT TO ANY CABLE ATTACHED TO THAT POLE. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL ASSUME ALL RISK OF LOSS TO ANY PERSON(S) WHO MAY BE INJURED OR ANY PROPERTY THAT MAY BE DAMAGED AS A RESULT OF ANY SUCH ACTION AND SHALL INDEMNIFY AND DEFEND AND HOLD CENTRAL HUDSON AND ITS JOINT OWNERS FREE AND HARMLESS FROM ANY SUCH DAMAGES, LOSSES AND/OR LIABILITIES ASSOCIATED THEREWITH OR ARISING THEREBY EXCEPT FOR SUCH LOSSES AS MAY BE CAUSED BY CENTRAL HUDSON'S SOLE NEGLIGENCE.
- 2.10.7 Additional Attachments/Overlashing. Subject to application to Central Hudson pursuant to Section 2.1 hereof, the performance by Licensee of any additional Make-Ready Work required by Central Hudson and the issuance of a License to attach to existing Poles or Anchors, additional Attachments and/or Overlashing by Licensee will be permitted in accordance with, and subject to Section 3.4 below and the requirements set forth in Exhibit C attached hereto, provided, that: (i) it is done in accordance with generally accepted engineering practices, the Standards, and the other requirements of this Agreement, and (ii) in Central

Hudson's sole judgment, there is sufficient strength in the Pole or Anchor to allow any such additional Attachments or Overlashing.

Where Licensee desires to permit a legal entity other than Licensee (including, but not limited to, affiliates of Licensee) to Overlash on Licensee's Facilities, Licensee must notify Central Hudson and that other legal entity must first enter into a separate Pole Attachment Agreement with Central Hudson. Licensee shall be required to pay Central Hudson for any Pre-Construction Survey fees for any Poles that may require Make-Ready Work along with the make-ready fees necessary to accommodate the Overlashing.

3. RATES, CHARGES AND PERFORMANCE SECURITY.

LICENSEE IS RESPONSIBLE FOR PAYMENT OF ALL RATES, RENTS, FEES, CHARGES AND COSTS AND SATISFACTORY EVIDENCE OF FINANCIAL SECURITY AS SPECIFIED IN THIS AGREEMENT OR IN CENTRAL HUDSON'S TARIFF. THE AMOUNT OF THE REQUIRED APPLICATION FEE AND THE AMOUNT OF THE POST-CONSTRUCTION SURVEY FEE, IF REQUIRED, ARE SET FORTH IN SECTION 2.1.1 HEREOF.

3.1 Attachment Rates and Billing. The Annual Wire-Span Attachment Rate for the initial year shall be prorated for the percentage of the year commencing with the License issuance date until July 1 of the following year. Thereafter, Central Hudson shall render to Licensee the billing for Attachments annually as of July 1. The annual rate to be charged for the Attachment of Wire-Span Facilities is more particularly described in Exhibit B attached hereto, which rate shall be referred to hereinafter as the "Annual Wire-Span Attachment Rate".

3.2 Make-Ready Work Estimates, Costs and Billing. As provided for in Section 2.4.1, Central Hudson shall submit an estimate of Make-Ready Work Costs to Licensee within fourteen (14) days after completion of the Pre-Construction Survey. Licensee shall pay to Central Hudson the Make-Ready Work Cost estimate within fourteen (14) days of receipt of the Make-Ready Work estimate. Upon written request of the Licensee, Central Hudson shall provide Licensee with a schedule of fees related to any such Make-Ready Work. If Licensee disputes the Make-Ready Work Cost estimate, Licensee shall provide Central Hudson with written notification of any disputed items in the estimate. In connection therewith, Licensee shall also provide an engineering analysis which supports Licensee's position that any such Make-Ready Work being required by Central Hudson is not necessary to assure compliance with the requirements of Section 2.2.1 hereof. In the event Licensee does so question or dispute any Make-Ready Work estimate, or any portion thereof, the Parties shall meet as soon as practicable to make a good faith effort to resolve such questions or disputes before pursuing the Dispute Resolution Procedures set forth in Section 6.5 hereof.

Central Hudson shall not be obligated to commence or continue any Make-Ready Work, until it has received payment of the Make-Ready Work estimate from the Licensee, and any additional amounts due as a result of the use of a contractor or change in scope of work as provided herein. In the event Licensee disputes the Make-Ready Work estimate or additional amounts due, or any part thereof, Central Hudson shall not be required to commence or continue any work unless and until Licensee pays the full amount that is not in dispute plus fifty percent (50%) of the disputed amount.

Make-Ready Work estimates shall be binding for the scope of work described in such estimate for sixty (60) days from the date such estimate is received by Licensee. Any change to the scope of work may result in a change in the Make-Ready Work estimate, which change shall be

submitted to Licensee for payment prior to Central Hudson commencing work covered by such change.

If Central Hudson does not receive payment for the Make-Ready Work estimate, as revised or determined in connection with the resolution of any dispute, within sixty (60) days of submission of the estimate to Licensee, Central Hudson shall deem Licensee's application as having been withdrawn.

Central Hudson shall notify Licensee within three (3) Business Days of the completion of the Make-Ready Work.

3.3 Central Hudson's Right to Revise Charges. Unless otherwise prescribed by the PSC, Central Hudson may, once each year, change its Make-Ready Work Costs and other charges hereunder upon thirty (30) days prior written notice to Licensee.

3.4 Overlapping. Where Licensee Overlaps its own existing Facilities with additional Facilities of Licensee, no additional fees shall be charged as the annual fees for such Overlapped Attachments by the Licensee onto the attached Licensee's Facilities are included in the Annual Wire-Span Attachment Rate set forth in Exhibit B attached hereto. The same applies to Overlapped Attachments by a party other than the Licensee onto the Licensee's Attachments. Licensee and the third party and the third party's Overlapped Attachments are subject to the requirements set forth in Section 2.10.7 hereof and set forth in Exhibit C attached hereto.

3.5 Audits and Unauthorized Attachments or Overappings. Central Hudson may conduct audits of Licensee's Facilities on Central Hudson's Poles. The timing of and the Attachments and Poles selected for audits shall be at the sole discretion of Central Hudson. If any equipment and/or facilities of Licensee shall be found attached to a Pole and/or Anchor for which a License has not been granted by Central Hudson, Central Hudson, without prejudice to any other rights or remedies it may have under this Agreement, at law or in equity, including termination of this Agreement, may impose a charge and require the Licensee to submit, within ten (10) days, an application along with the associated fees as provided in this Agreement for the Unauthorized Attachment. If such application is not received by Central Hudson within the specified time period, Licensee shall be required to remove its Unauthorized Attachment within ten (10) days after the final date for submitting the required application, or Central Hudson may remove the Licensee's Facilities without liability, and the Cost of such removal and disposal, or return to Licensee, if requested by Licensee, shall be borne by Licensee.

If, as a result of an audit or other inspection conducted by Central Hudson, Central Hudson determines that Licensee has made unauthorized Attachments to Central Hudson Facilities, in addition to such other remedies available to Central Hudson at law, in equity, or pursuant to this Agreement, Licensee shall pay Central Hudson, upon receiving a bill from Central Hudson an amount equal to three (3) times the current Annual Wire-Span Attachment Rate times the number of Unauthorized Attachments times the number of years, back to the date of the last audit. Other charges and fees applicable to Attachments will also be billed to and paid by Licensee for Unauthorized Attachments, as may be appropriate.

If Unauthorized Attachments are found on a Pole and such Unauthorized Attachment causes or creates a Violation or Serious Violation, including but not limited to, excessive Pole loading, or the Pole to be inadequately guyed or anchored, Central Hudson may perform any required Make-Ready Work to meet the Standards without notice to Licensee, and the Cost thereof shall be borne by the Licensee. In the alternative, Central Hudson shall have the right to require

Licensee, at Licensee's sole Cost and expense, to perform any work required to correct any such Violation or Serious Violation.

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

3.6 Performance Security. Prior to attaching Licensee's Facilities to any Pole, in its sole discretion, Central Hudson may require Licensee to furnish a cash deposit, irrevocable bank letter of credit or other satisfactory evidence of financial security to Central Hudson in the amount specified, as follows, to guarantee the payment of any sum which may become due to Central Hudson for Attachment fees hereunder and any other charges for work performed for Licensee by Central Hudson provided for in this Agreement, including the removal of Licensee's Facilities on termination of any license or other authorization issued hereunder.

- 3.6.1 Amount of Performance Security. If any such performance security is required by Central Hudson, Licensee shall furnish an irrevocable bank letter of credit or other security requested by and satisfactory to Central Hudson in the following amounts: Security in the amount of \$100.00 shall be required for each proposed Pole Attachment. Central Hudson, in its sole discretion, may also accept an unconditional guarantee of Licensee's payment and performance hereunder in a form and content acceptable to Central Hudson from a third party acceptable to Central Hudson.
- 3.6.2 Letter of Credit. If the financial security is in the form of an irrevocable letter of credit, such instrument shall be issued by a bank satisfactory to Central Hudson. The instrument shall contain a provision that the bank will pay Central Hudson, within the dollar limits of the instrument, any sum demanded by Central Hudson as due under this Agreement, whether or not the Licensee contests its liability to pay such sum, and whether or not Central Hudson exercises or has exercised any option it may have to terminate this Agreement. If the bank pays any such amounts, Licensee shall restore the letter of credit to the full amount required under this Section 3.6, within thirty (30) days after notice of such payment to Central Hudson is sent to the Licensee.
- 3.6.3 Cash Deposit. If the security is in the form of a cash deposit, interest at the rate currently paid by Central Hudson on customer deposits shall be credited to the Licensee during the continuance of the deposit. If Licensee shall fail to pay any non-disputed sum demanded by Central Hudson as due under the provisions of this Agreement, in addition to such other remedies available at law or pursuant to this Agreement Central Hudson shall have the right, without prior notice to the Licensee, forthwith to setoff and apply any or all amounts on deposit with it to payment of the non-disputed sum due, whether or not Central Hudson exercises or has exercised any option it may have to terminate this Agreement. If any such amounts are applied to payment of sums due to Central Hudson, Licensee shall restore to its deposit the amounts so applied within thirty (30) days after notice to Licensee of such application.

3.6.4 No Limitation on Liability. The amount of the financial security shall not operate as a limitation upon the obligations or liabilities of Licensee under this Agreement, at law, in equity or otherwise.

3.7 Payments by Licensee. Unless otherwise specifically provided in this Agreement, Licensee shall pay all invoices within thirty (30) days from the date of the invoice. In the event Licensee fails to pay an amount due within the period of time set forth for payment, interest shall accrue on the unpaid balance at the rate of one and one-half percent (1.5%) per month (or such lesser rate as may be required by law) for each month starting from the expiration of such period until payment is received.

4. GOVERNMENTAL AUTHORITY AND EASEMENTS.

4.1 Governmental Authority. Before making any Attachments to Central Hudson Facilities, Licensee shall obtain and deliver to Central Hudson all required permits, approvals, permissions or consents from federal, state and municipal authorities, if any, and shall comply with the terms of such permits, permissions or consents, the Standards and all Applicable Laws. The granting by Central Hudson of a License hereunder to Licensee shall not be deemed as any assurance or guaranty by Central Hudson that Licensee is complying with any such required permits, approvals, permissions or consents or with the Standards or with Applicable Laws. Any such compliance is Licensee's sole obligation and responsibility.

4.2 Easements. Where Central Hudson has an easement over a public or private right-of-way sufficiently broad under New York State Law to permit telecommunications or other communications Attachments, Licensee shall not be required to obtain independent permission of the property owner to attach. Central Hudson shall not be required to obtain permission for Licensee to use the right-of-way where the existing easement is not broad enough to allow such usage. Where Central Hudson seeks to obtain any necessary permission from a property owner for Attachment of Licensee's Facilities, the fully allocable Cost of such effort shall be paid by Licensee. Licensee shall exercise due care when upon the owner's property, and take reasonable steps to inform such property owner prior to making any Attachments to or performing tree trimming around Central Hudson Facilities. No assurance or guarantee is given by Central Hudson regarding the securing of permission from any such property owner respecting the use of any easement.

5. INDEMNIFICATION, INSURANCE, LIABILITY.

5.1 Indemnification. To the fullest extent permitted by law, Licensee agrees to and hereby does indemnify, defend (at the option of Central Hudson) and hold harmless Central Hudson, its directors, officers, employees, agents, servants and affiliates and any Joint Owner from and against any and all liabilities, losses, damages, suits, charges, fines, penalties, Costs, expenses, (including reasonable attorneys' fees), demands and causes of action of every kind or character arising or alleged to have arisen from any claims, (just or unjust) for damages for personal injury, including death to any employee or other person, for damage or injury to property and from any and all other resulting damages, losses, expenses, charges, fines, penalties, Costs and fees arising out of or, in any manner, connected with and/or occurring incident to, or in the performance of this License Agreement and/or the use, Attachment, maintenance and/or operation of Licensee's Facilities on, to, upon, and/or connected to Central Hudson's Facilities and/or Poles and/or any acts or omissions of Licensee or of any of Licensee's directors, officers, employees (general or special), servants or anyone directly or indirectly retained, employed or engaged by Licensee including the acts or omissions of Licensee's contractors, material men and/or suppliers in supplying, installing, using, operating,

handling, placing, connecting, working on, maintaining, repairing, replacing, removing, attaching, and/or connecting Licensee's Facilities to, on, or upon Central Hudson's Facilities and Poles, whether permitted pursuant to this Agreement and/or an Unauthorized Attachment; and/or by reason of any Violation of the Standards, Applicable Laws, any statutory duty, regulation (including the Federal Occupational Safety Health Act (OSHA) and the New York State Labor Law or its regulations), ordinances, rules, or obligation by Licensee or its contractors, employees, agents, servants and/or suppliers and/or by reason of any representation or warranty made by Licensee and/or Licensee's default in or failure to comply with the terms, provisions, covenants and conditions of this Agreement.

Licensee's obligation to hold harmless, indemnify and defend covers all Costs, claims, expenses and liabilities including, but not limited to, (a) Costs, claims and liabilities incurred by Central Hudson by reason of its loss of any easement and/or right-of-way and/or any portion or part thereof and from its loss of consents of property owners and/or municipalities, (b) Costs, claims and liabilities based on principles of strict liability or products liability, and (c) Costs, claims and liabilities for property damage (including property damage sustained by Central Hudson and/or any Joint Owner), personal injury or death.

The indemnification obligations of Licensee provided for herein shall apply irrespective of any partial negligence or alleged partial negligence of Central Hudson, except to the extent, if any, the provisions of Section 5-322.1 of the New York General Obligations Law so prohibit or require otherwise.

Licensee shall nevertheless indemnify, defend and hold harmless Central Hudson for claims for personal injury, wrongful death and/or property damage caused by or resulting from the negligence of a person, entity or party other than Central Hudson whether or not Licensee is partially negligent.

In the event that Central Hudson is determined to be partially negligent in any verdict, award or judgment, then, in addition to the foregoing, Licensee's obligation to indemnify Central Hudson for any amount, payment, judgment, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Licensee, its contractors, material men, suppliers and/or anyone directly or indirectly engaged, employed or retained by it and/or anyone else for whose acts the Licensee is liable. Licensee shall nevertheless remain liable hereunder on account of the negligence of any party or person other than Central Hudson.

The indemnification obligations under this Section shall not be limited in any way by the amount or type of insurance required to be provided to or for the benefit of Central Hudson as described in this Agreement.

The indemnity obligation under this Section shall not be construed to negate, abridge or reduce any other right or obligation of indemnity that would otherwise exist as to Central Hudson at law.

The indemnification and defense obligations of Licensee provided for herein shall, in all events, continue in effect and survive the completion and/or termination of this Agreement for any reason.

5.2 Limitation on Damages to Licensee. Central Hudson shall not be liable to Licensee for incidental, consequential, exemplary, punitive or special damages. Central Hudson shall not be liable to Licensee for any loss by Licensee of revenue, or for any liability of Licensee to the Licensee's subscribers or customers for loss of service or otherwise, or for any related damages, liabilities, losses, Costs, suits, claims, demands, penalties, expenses or fees of any kind or description.

5.3 Insurance Amounts. In furtherance of the indemnification obligation set forth in Section 5.1 hereof, Licensee shall carry or cause to be carried, at all times during the term of this Agreement, insurance in type and amount satisfactory to Central Hudson, applying to all work and activity undertaken by Licensee, its agents, employees, servants, and contractors to protect Central Hudson from and against any and all liabilities, losses, damages, Costs, suits, judgments, claims, demands, and expenses of every kind and description to which Central Hudson may be subjected. Such insurance to be carried by Licensee shall include, but is not limited to the following:

- 5.3.1 Workers' Compensation and Employer's Liability Insurance. Statutory coverage for the State of New York with Employer's Liability limits of: \$1,000,000 Bodily Injury by Accident, \$1,000,000 Bodily Injury by Disease (Each Employee) and \$1,000,000 Bodily Injury by Disease (Policy Limit). If leased employees are used, the Licensee's insurance policy must include an Alternate Employer' Endorsement and Central Hudson must be included on that endorsement. Longshoremen's and Harbor Workers Act coverage is required for any work on or near navigable waters.
- 5.3.2 Comprehensive General Liability Insurance. Liability coverage for Bodily Injury, Property Damage, Contractual Liability and Personal Injury with minimum limits of \$3,000,000 per occurrence. The Licensee's coverage shall not contain professional services exclusion. Policies must include coverage for premises-operations, blasting and explosions, collapse and underground hazards, contractual, contractual indemnity endorsement, independent contractors and products/ completed operations coverage.
- 5.3.3 Business Automobile Liability Insurance. Liability coverage for Bodily Injury, Property Damage and Contractual Liability arising from the ownership, operation, maintenance or use of a motor vehicle, including owned, hired and non-owned automobiles with minimum limits of \$2,000,000. All Licensees transporting hazardous waste are required to provide a copy of their MCS-90 endorsement.
- 5.3.4 Central Hudson as Additional Insured. Coverage afforded to Central Hudson under the Licensee's insurance is to be primary, non-contributory and not in excess to any other insurance or self-insurance that may be available to Central Hudson. This shall be so described on the Certificate of Insurance. Central Hudson and all joint owners are to be included by endorsement as an Additional Insured under the Licensee's Commercial General Liability and Business Automobile Liability Insurance if allowed. The Additional Insured Endorsement must be attached to the Certificate of Insurance. The Licensees insurance policies must include a Waiver of Subrogation Endorsement and Central Hudson must be included on that endorsement. Coverage is to be written on an "Occurrence" form, if coverage is written on a "Claims-Made" form or "Claims First Made" form, coverage must be maintained for a period of not less than twenty-four (24) months after the completion of the Project.

All subcontractors used by the Licensee shall maintain the same types and amounts of insurance and be subject to the same requirements as the Licensee.

5.4 Insurance Notifications. All insurance required hereunder: (i) shall remain in force during the term of this Agreement, (ii) the insurance companies issuing such insurance shall be

rated greater than or equal to A- under the A.M. Best rating system, and (iii) such insurance shall be subject to approval of Central Hudson. Prior to the Attachment of Licensee's Facilities, Licensee shall submit to Central Hudson certificates by each company insuring Licensee indicating that the insurance provided for in Section 5.3 hereof is in full force and effect and providing that Central Hudson shall receive at least thirty (30) days prior written notice from the insurance carrier of the cancellation of such insurance or of any modification of such insurance that may affect Central Hudson's interests.

5.5 Joint Owners. In the event that any Joint Owner other than Central Hudson may be required to consent to this Agreement for any reason, the insurance and indemnification previously contained herein shall also cover and run to said Joint Owner with the same force and effect as if said Joint Owner was a signatory to this Agreement and any said Joint Owner shall be specifically named as an additional insured in said certificates insuring Licensee.

5.6 Responsibilities for Damage/Damage Report. Licensee shall exercise special precautions to avoid damage to Central Hudson Facilities, Joint Owner facilities, and facilities of other third parties, on Utility Poles, and Licensee hereby assumes full responsibility for any and all loss caused by such damage. Licensee shall make an immediate written and verbal report to Central Hudson of the occurrence of any damage and hereby agrees to reimburse Central Hudson, Joint Owners, and other third parties, for the expense incurred in making repairs.

6. TERM, DEFAULTS AND DISPUTE RESOLUTION PROCEDURE.

6.1 Term of Agreement. This Agreement shall continue in effect from the date hereof until terminated as provided herein. This Agreement may be terminated at any time by either party giving to the other party at least six (6) months prior written notice. Upon the termination of this Agreement for any reason, Central Hudson may require Licensee to remove Licensee's Facilities, all at Licensee's sole Cost and expense. If Licensee fails to remove Licensee's Facilities, Central Hudson shall have the right to remove Licensee's Facilities at Licensee's expense as provided for in Section 6.2 hereof.

6.2 Defaults. The occurrence of one or more of the following events shall constitute a default and breach of this Agreement by Licensee:

- (a) The failure to pay any charges or other amounts due pursuant to this Agreement as and when payable and such failure continues for ten (10) days after Central Hudson provides notice to Licensee of such failure and demand to cure; or
- (b) The failure to promptly and fully perform any other covenant, condition, provision, or agreement contained herein and such failure continues for thirty (30) days after Central Hudson provides notice to Licensee of such failure and demand to cure; provided, however, if the failure to perform is such that it cannot reasonably be cured within thirty (30) days, Licensee shall not be in default hereunder if Licensee commences performance of a cure reasonably satisfactory to Central Hudson within said thirty (30) day period and diligently continues such curing to completion.

Notwithstanding the foregoing, if Licensee has failed to make a payment to Central Hudson and such failure relates to an amount which has been disputed in good faith by Licensee pursuant to the provisions of Section 3.2 and other relevant provisions of this Agreement, and provided that Licensee has paid to Central Hudson at least fifty percent (50%) of such disputed amount, then such non-payment shall not be deemed a default or breach for purposes of this Section 6.2.

If Licensee fails to cure such default or breach to Central Hudson's reasonable satisfaction within the time periods set forth above, then, Central Hudson may, at its option, terminate this Agreement in its entirety, cancel any or all of Licensee's Licenses, or require Licensee to remove Licensee's Facilities from Central Hudson Facilities involved in the default or non-compliance and recover such damages, losses, Costs, expenses (including reasonable attorneys' fees) fees, fines and/or penalties incurred by Central Hudson by reason of such breach. Termination of this Agreement shall not release or affect in any way any liability or any obligation of Licensee pursuant to the terms of this Agreement and such liability shall survive the termination of this Agreement. If Licensee shall fail to remove Licensee's Facilities within thirty (30) days after termination of this Agreement, or cancellation of any Licenses, Central Hudson may remove Licensee's Facilities, at Licensee's expense and without incurring any liability for damage to or destruction of Licensee's Facilities.

The Parties further agree that the damages to be occasioned, if any, to Central Hudson due to a default in the terms and provisions of this Agreement may not be susceptible to computation and/or ascertainment and accordingly, should Licensee default, breach or fail to comply with the terms and provisions of this Agreement, then in that event, in addition to such other remedies available at law or pursuant to this Agreement, Central Hudson shall be entitled to seek and obtain from a Court of competent jurisdiction an injunction directing and enjoining Licensee to comply with the terms and provisions of this Agreement.

6.3 Waivers. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

6.4 Licensee Removals. Licensee may at any time remove Licensee's Facilities from any Utility Pole, but shall immediately give written notice to Central Hudson in the form of Exhibit D-1 and D-2 attached hereto. No credit or refund of any rate or charge shall be allowed to Licensee on account of any such removal.

6.5 Dispute Resolution Procedure. At any time before a dispute or disagreement hereunder becomes a default pursuant to the terms and provisions of Section 6.2 hereof, the parties agree to attempt to resolve any such dispute or disagreement as follows:

- (a) The parties shall discuss such matter in good faith for a period of five (5) days in an effort to resolve the matter by mutual agreement;
- (b) If the matter is not resolved within such five (5) day period, the matter shall be submitted to a management level executive of each party and those management level executives shall discuss the matter in good faith for a period of up to ten (10) days in an effort to resolve the matter by mutual agreement;
- (c) If the matter is not resolved within such ten (10) day period, either party shall have the right to submit the matter to the PSC for non-binding mediation;
- (d) If the non-binding mediation does not resolve the matter, either party shall have the right to petition the PSC to decide the dispute for the parties;
- (e) If the PSC fails or refuses to accept the case or decide the dispute, either party may institute litigation against the other party in accordance with the provisions of Section 7.1 hereof.

In connection with the foregoing dispute resolution procedure, each party shall be responsible for its own Costs and expenses, provided, however, if Central Hudson prevails in such dispute Licensee shall promptly reimburse Central Hudson for any and all Costs and expenses (including but not limited to attorney's fees and disbursements) incurred by Central Hudson in such dispute resolution process.

7. GENERAL PROVISIONS.

7.1 Applicable Law. This Agreement and the construction and enforceability thereof shall be governed by, and interpreted according to, the laws of the State of New York without regard to its choice of law provisions. Any litigation commenced under or pursuant to this Agreement shall be within the exclusive jurisdiction of the Supreme Court of the State of New York, County of Dutchess and the parties hereby consent, submit to, and waive any right in such litigation to object to personal jurisdiction and venue in such courts.

7.2 Assignment. Licensee shall not in any way assign, transfer, sublet, or encumber this Agreement or any License issued hereunder, nor any of the rights or privileges hereby granted to Licensee, without the prior express written consent of Central Hudson. The rights and privileges granted herein to Licensee are personal to Licensee. Any change of control of Licensee shall constitute an assignment hereunder requiring the consent of Central Hudson. Licensee shall notify Central Hudson immediately in the event any such change of control occurs. Any requested assignments or transfers shall be in accordance with the procedure set forth in Exhibit E attached hereto. Notwithstanding the foregoing, Licensee may assign this Agreement or any License issued hereunder, and any of the rights or privileges hereby granted to a telecommunications carrier entity owning, owned by or under common ownership with Licensee. As used herein, the term ownership or common ownership shall mean a percentage of ownership of 50% or more. Subject to the foregoing, this Agreement shall extend to and bind and inure to the benefit of the successors and permitted assigns of the parties hereto. At the time Licensee requests any consent to an assignment or subletting, Licensee shall provide Central Hudson with an assignment and assumption agreement, and any such agreement shall be subject to Central Hudson's approval, such approval not to be unreasonably withheld.

7.3 Requirements for Assignment. Aside from those entities eligible for assignment under Section 7.2 above, Licensee shall not, in any manner, extend any of the rights or privileges to access, install, and/or maintain Licensee's Facilities on Central Hudson Facilities, granted under this Agreement to any other entity, affiliated or otherwise, without the prior express written consent of Central Hudson. Any such permitted assignments or extensions shall be in accordance with the procedures set forth in Exhibit E attached hereto.

7.4 No Licensee Rights in Central Hudson Facilities. This Agreement shall not create or vest in Licensee any ownership or property rights in Central Hudson Facilities, but Licensee's rights herein shall be and remain those of a mere Licensee. Nothing herein contained shall be construed to compel Central Hudson to construct, retain, extend, place or maintain any Central Hudson Facilities not needed for its own service requirements.

7.5 Other Agreements. Licensee recognizes that Central Hudson has heretofore entered into, or may in the future enter into, agreements or arrangements with others, not parties to this Agreement regarding Central Hudson Facilities covered by this Agreement. Nothing herein contained shall be construed as a limitation, restriction or prohibition against Central Hudson with respect to such other agreements and arrangements.

7.6 Force Majeure. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement to the extent that such failure or delay is caused by Acts of God, acts of civil or military authority, government regulations, embargoes, accidents, floods, strikes, power blackouts, volcanic action, or other environmental disturbances, unusually severe weather conditions, or acts or omissions of transportation or common carriers or causes beyond the control of the Party ("Force Majeure"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take reasonable steps to correct the Force Majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter. Notwithstanding anything herein to the contrary, under no circumstances shall Licensee be able to avoid or delay any payment or financial obligations hereunder by claiming that a Force Majeure condition exists. The provisions of this Section 7.6 shall not apply to any such payment or financial obligations of Licensee.

7.7 No Waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

7.8 Severability. If any provision of this Agreement is unenforceable under any applicable law or is held to be invalid, such unenforceability or invalidity shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceability or invalid provision had never been contained herein.

7.9 Notices. Except as otherwise indicated herein, all notices required or permitted to be given by either Party to the other shall be in writing and shall be sent by fax and also sent by regular mail, or by overnight delivery service, hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to Central Hudson:

Notices: 284 South Avenue
Poughkeepsie, New York 12601
Telephone: (845) 486-5962
Fax Number: (845) 486-5952
Attention: Director - Real Property Services

with a copy in each instance being sent to:

Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, New York 12601
Attention: General Counsel

If to Licensee:

Notices: _____

Telephone: _____
Fax Number: _____
Attention: _____(Title)

with a copy in each instance being sent to:

Telephone: _____
Fax Number: _____
Attention: _____(Title)

or to such other addresses or persons as the Parties may hereinafter designate by a notice to the other pursuant to this Section 7.9. Notices shall be deemed delivered or given and become effective five (5) days after mailing, if mailed as aforesaid, or upon actual receipt if otherwise transmitted or delivered.

7.10 Entire Agreement. This Agreement supersedes all prior agreements between the Parties, their predecessors in interest and such predecessors' assignees, for maintenance and placement of aerial cables, equipment and facilities by the Licensee on Central Hudson's Facilities. This Agreement may not be modified or amended, except in writing signed by the duly authorized representatives of the Parties.

7.11 Captions. The captions contained in this Agreement are intended for convenience only and shall in no way be deemed to define, limit, or describe the scope or intent of this Agreement, or any provision thereof, nor in any way affect this Agreement.

7.12 Counterpart Originals. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and attested by their respective secretaries as of the day and year first above written.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

By: _____ Attest: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

_____(LICENSEE)

By: _____ Attest: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBITS

EXHIBIT A-1	Standard Pole Attachment License Application
EXHIBIT A-2	Application Attachment Sheet
EXHIBIT B	Annual Wire-Span Attachment Rate
EXHIBIT C	Overlashing Requirements
EXHIBIT D-1	Standard Notification of Removal of Pole and/or Anchor Attachment by Licensee
EXHIBIT D-2	Notification of Attachment Removal Sheet
EXHIBIT E	Assignment Procedures
EXHIBIT F	Central Hudson Electric Construction Standards

Application for Pole Attachment to Central Hudson Utility Poles-Wireline



Application information:

Date:	
Name of Licensee:	
Contract agreement date:	
Licensee intends to:	
Number of poles:	
Type of attachment:	
Name of company being overlashed:	

Contact information to set up walk:

Contact name:				
Contact info. #:	Phone #:		Email #:	

Complete this form and submit it in the Pole Application Icon in the NJUNS database
Verbal approvals will **NOT** be granted. Work on Central Hudson property may **NOT** proceed until
applicant is in receipt of a fully executed License Agreement.

Receipt of this application in no way represents Central Hudson's approval.

For Office Use Only

Date received in Real Property:		Received by:	
Central Hudson J#:		CH walk#:	
Date walk/survey to be completed by:		Billing order:	
NJUNS ticket#:		Total Cost:	\$165.00

EXHIBIT B

ANNUAL WIRE-SPAN ATTACHMENT RATE

1. The Annual Wire-Span Attachment Rate shall be calculated in accordance with Applicable Laws and in accordance with the rates and charges provided in Central Hudson's electric tariff schedule, P.S.C. No. 15, General Information Section 33 – Pole Attachment Rates, or any effective superseding rate schedule.

2. For a Licensee which is a cable system operator or telecommunication carrier who has a franchise to operate within Central Hudson's service territory and who has an executed contract with Central Hudson which permits attachment to utility poles owned solely or jointly by Central Hudson, the annual attachment rate (issued effective on November 1, 2024) provided for pursuant to Central Hudson's effective electric tariffs is as follows:

	<u>Pole Attachment</u>
Cable System Operator	\$23.10 per equivalent pole
Telecommunication Carrier	\$23.10 per equivalent pole

EXHIBIT C

OVERLASHING REQUIREMENTS

1. Overlashing of a Licensee's Wire-Span Facility by a third party is permitted; provided, that, the Overlashing is done in accordance with the terms of this Agreement. Licensee is responsible for all Costs associated with the Overlashing of its Messenger and Wire-Span Facilities including, but not limited to, additional Make-Ready Work not paid by the third party. Leasing by third parties of dark fiber within a fiber optic cable (that is part of Licensee's Facilities) is not Overlashing for purposes of this Exhibit C.
2. Licensee shall give prior written notice to Central Hudson of any intent to overlash by itself or third parties as soon as the work dates are known. Overlashing by a third party may not be done unless that third party (i) first enters into a separate Pole Attachment Agreement with Central Hudson; (ii) makes an application under Section 2.1 of this Agreement, and (iii) is issued a license by Central Hudson. Central Hudson shall not unreasonably refuse permission to overlash by third parties.
3. A Pre-Construction Survey and Pole loading analysis acceptable to Central Hudson, and any other analysis required by the Standards, shall be conducted by the Licensee or third-party intending to Overlash. The survey data and results of such Pole loading analysis shall be provided to Central Hudson prior to any Overlashing, and shall demonstrate to Central Hudson's reasonable satisfaction that such Overlashing will meet the Standards and not excessively burden the Poles and Anchors.
4. If a proposed Overlashing meets the permitted span tensions and other requirements set forth in the Standards and this Agreement, then Overlashing shall be permitted to the prescribed maximum loads authorized for the specified span tension. Where the analysis shows that the Overlashing will result in weight and load greater than the authorized prescribed maximums, further assessment of the impact on overall Pole loading shall be performed by Licensee or third-party overlasher, and the results provided to Central Hudson. Such assessment must indicate to Central Hudson's reasonable satisfaction, on a "worst case" analysis, that the Overlashing will not excessively burden the Pole or Anchor, or Overlashing shall not be permitted.
5. Licensee may not commence or continue Overlashing until the results of the Pre-Construction Survey, Pole loading analysis or further assessment, if applicable, have been provided to Central Hudson and Central Hudson confirms in writing that such Overlashing can be undertaken in accordance with the provisions of this Agreement.
6. If Central Hudson does not believe the Overlashing can be done in accordance with generally accepted engineering practices, the Standards, applicable law or other relevant requirements of this Agreement to permit the additional Attachment, Central Hudson shall give notice to the Licensee within a commercially reasonable time. In the event that Central Hudson provides notice to Licensee that any Pole has to be strengthened or replaced, Licensee may not attach to that Pole or Overlash a Messenger attached to that Pole until advised in writing by Central Hudson that said strengthening or replacement work is complete. In the event that Licensee has Overlashed or permitted a third party to Overlash in violation of this Exhibit C, upon demand by Central Hudson, Licensee shall remove or cause to be removed its Overlashing and/or the third party Overlashing within thirty (30) days of Central Hudson's notice.

7. If for any reason Licensee fails to give notice to Central Hudson of a third-party Overlash on Licensee's Wire-Span Facilities or if a third party Overlashes Licensee's Wire-Span Facilities without the consent of Central Hudson or the Overlashing third party fails to enter into a separate Pole Attachment Agreement with Central Hudson, then Central Hudson, at its discretion, may terminate this Agreement in accordance with Article 6 of this Agreement, in addition to such other remedies available under this Agreement, at law or in equity.

**STANDARD NOTIFICATION OF REMOVAL OF POLE AND/OR
ANCHOR ATTACHMENT BY LICENSEE
EXHIBIT D-1**

TO: Name of Pole Owner: Central Hudson Gas & Electric Corporation ("Licensor")

Address of Pole Owner: 284 South Avenue, Poughkeepsie, NY 12601

In accordance with the terms and conditions of the Standard Pole Attachment Agreement ("Agreement") between the Licensor and Licensee, dated as of _____, please cancel from your records the poles and/or anchors listed on the attached "Notification of Attachment Removal Sheet, Exhibit D-2" and covered by the licenses indicated from which our attachments were removed on _____, 20____.

(Name of Licensee)

By: _____

Title: _____

Date: _____

Receipt of the above Notification is hereby acknowledged, _____, 20____

Licensor: Central Hudson Gas & Electric Corporation

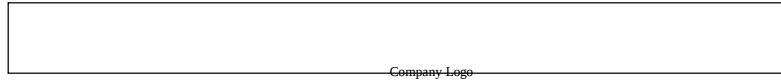
By: _____

Title: _____

Date: _____

Notification shall be submitted electronically, in addition to two (2) hardcopies (in MS Excel format).

EXHIBIT D-2



NOTIFICATION OF ATTACHMENT REMOVAL SHEET

Agreement No.: _____
Municipality/Tax District: _____

Attachment / Anchor	Attachment Removed		Pole / Anchor Attachment Removal					Remarks
	Pole	Anchor	Street Name/Location (Including nearest Intersection)	Elec. Line No.	Elec. Pole No.	Tel. Line No.	Tel. Pole No.	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
Subtotals (This Page Only)								
Cumulative Totals								

Remarks: _____

Licensee Contact Information	
Name	
Tel. No.	
Fax. No.	
Email Address	

EXHIBIT E

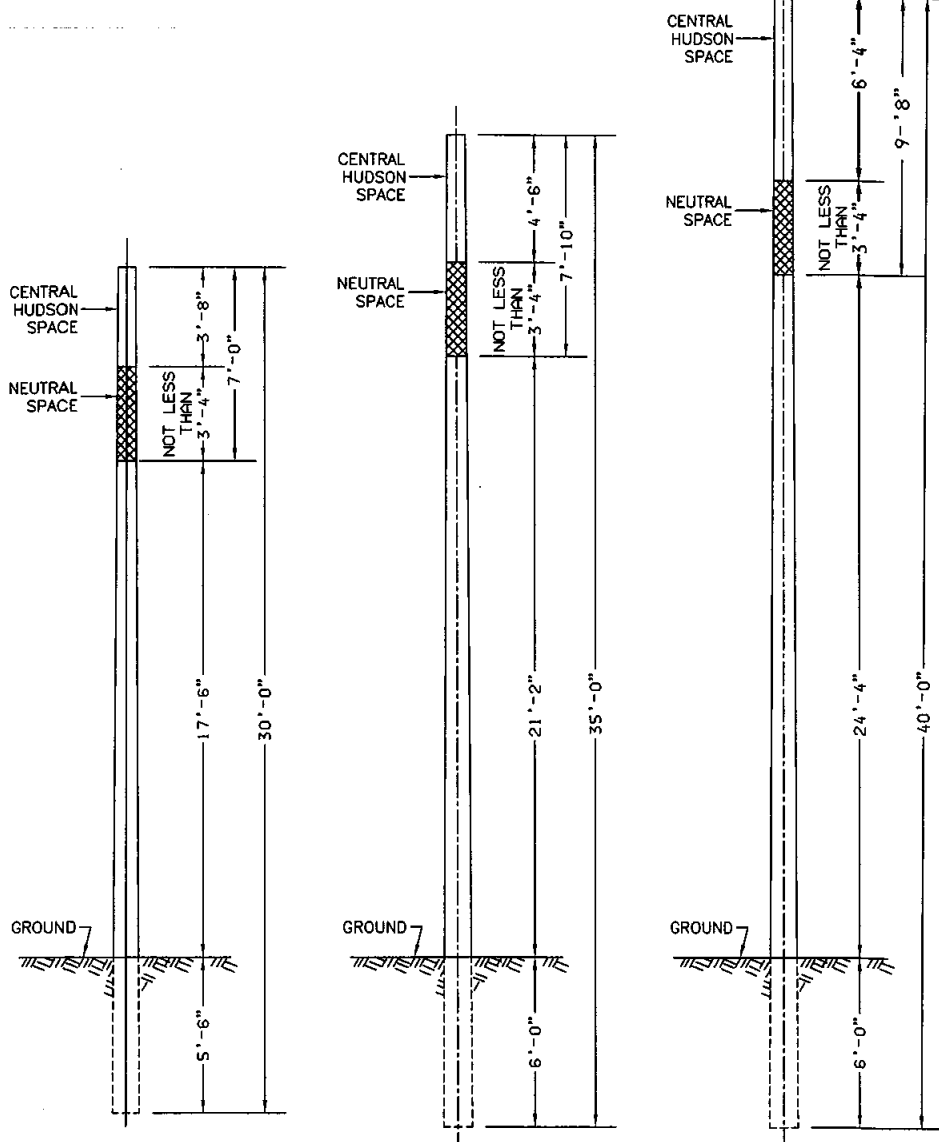
ASSIGNMENT PROCEDURES

1. Licensee shall provide notification to Central Hudson and any Joint Owner, approximately 120 days before the proposed closing of the sale or assignment of Licensee's system. In such notification Licensee shall request:
 - (i) A current accounting of any moneys owed by Licensee; and
 - (ii) Central Hudson's and any Joint Owners' consent to assign existing licenses.
2. Central Hudson shall respond to Licensee, typically within (30) days of receipt of notification, providing:
 - (i) The current account balance to be paid prior to consent to sell or assign;
 - (ii) Central Hudson's consent to sell or assign using a form of assignment and assumption agreement reasonably acceptable to Central Hudson. In the event that Central Hudson requires the new Licensee to enter into a new Pole Attachment Agreement, Central Hudson will provide a Pole Attachment Agreement to the new Licensee for signature and Licensee's signature on said Pole Attachment Agreement shall be one of the conditions to be met before any such sale or assignment is effective. Any such consent shall also be subject to Licensee and the new Licensee completing the requirements of Paragraph 3 immediately below on this Exhibit E;
 - (iii) The new Licensee has met applicable performance security requirements; and
 - (iv) Any other actions reasonably requested by Central Hudson have been satisfied.
3. The new Licensee shall, approximately (30) days before closing:
 - (i) Notify Central Hudson as to the final closing or effective date that the new Licensee will assume system operation and responsibility;
 - (ii) Notify Central Hudson as to the new Licensee's business address, operating manager's name, and contact numbers; and
 - (iii) Seek confirmation that all issues related to Joint Owner(s) (i.e. outstanding balances) have been satisfied.
4. No assignment or permission to transfer the Licensee's Facilities to a new Licensee shall be permitted until Licensee has paid all outstanding balances.

EXHIBIT F
CENTRAL HUDSON ELECTRIC CONSTRUCTION STANDARDS

E 01-02-006.0

SHEET 1 OF 4



NOTE:

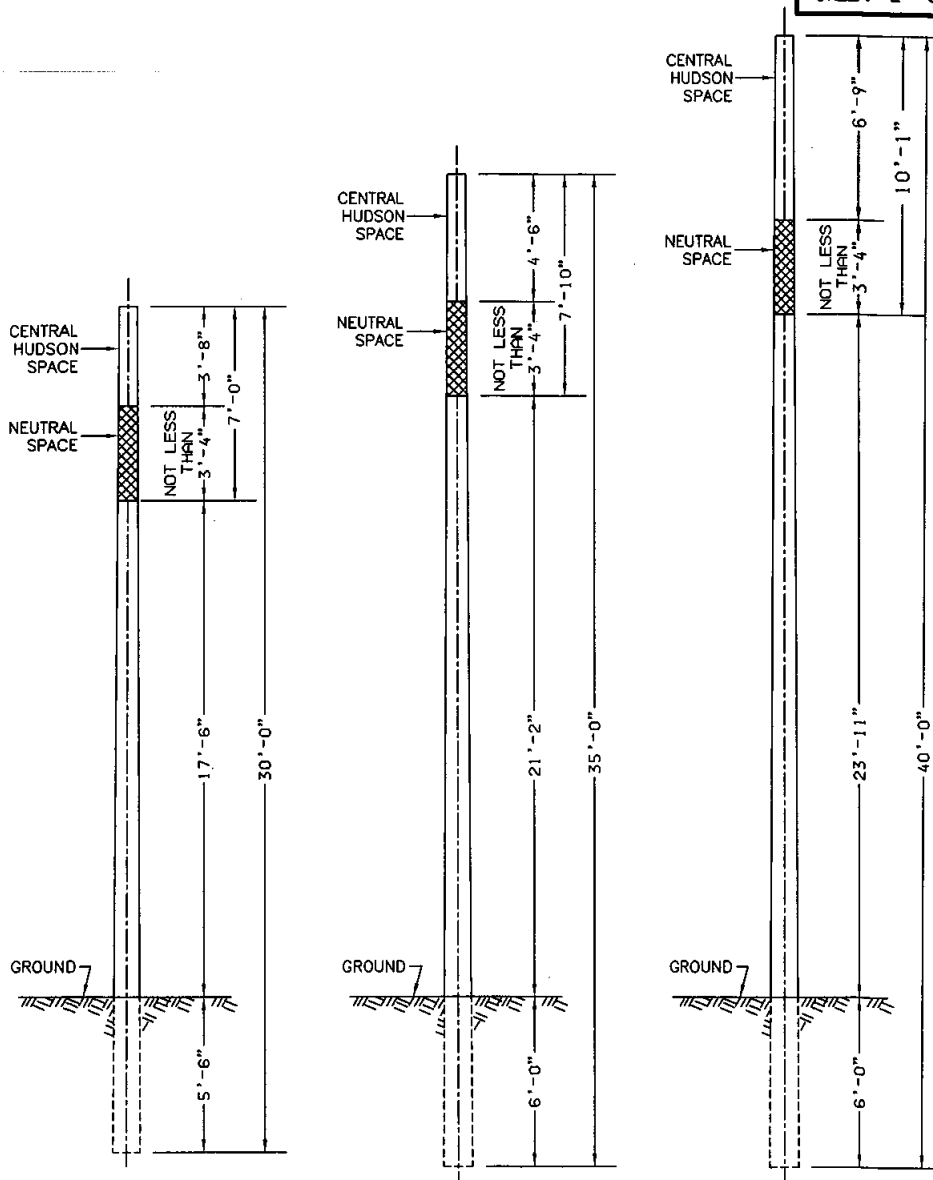
JOINT POLE SPACE ALLOCATIONS AS INDICATED ABOVE ARE VALID
FOR ALL 30', 35' & 40' POLES SET AS JOINT POLES PRIOR TO JAN. 1, 1984

ELECTRIC STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 10-04-13
DRWN. SMK	JOINT POLE SPACE ALLOCATIONS	ISSUE 7
CLEAR MFR		APP. <i>finca</i>
DGON. STV		APP. <i>finca</i>
APPD. <i>finca</i>		

OLD DRAWING
DO NOT REVISE MANUALLY

E 01-02-006.0

SHEET 2 OF 4



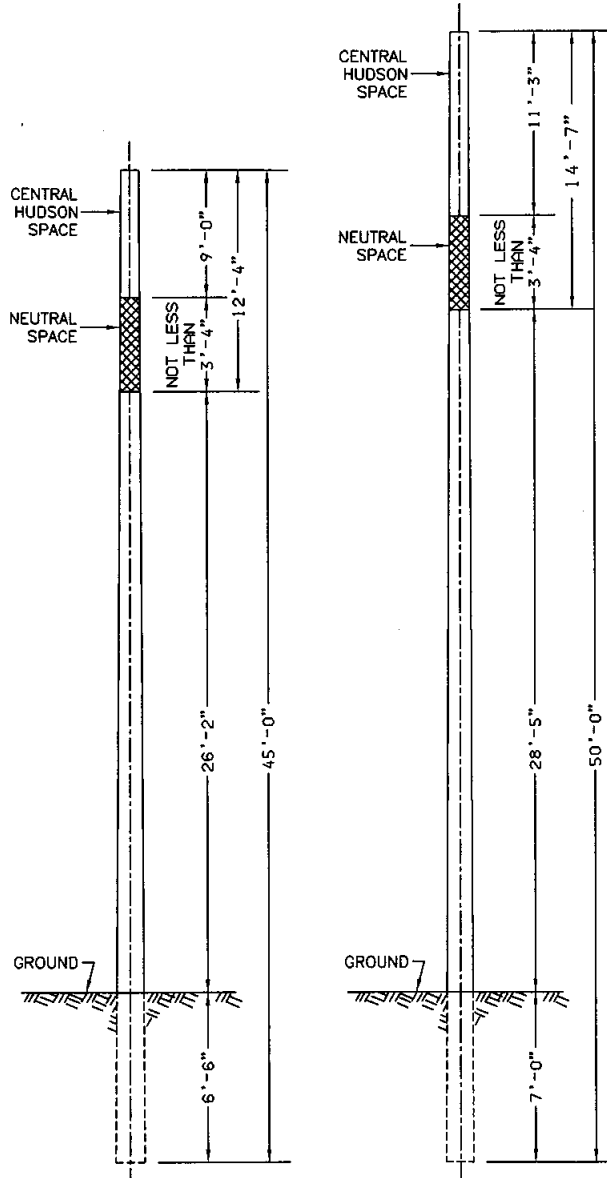
NOTE:
THE REVISED JOINT POLE SPACE ALLOCATIONS INDICATED ON SHEETS 2 THRU 4
ARE VALID FOR ALL POLES SET AS JOINT POLES AFTER JAN. 1, 1984.

ELECTRIC STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 10-04-13
DRWN. <u>SMK</u> CLEAR <u>AEF</u> DSGN. <u>STV</u> APPD. <u>ALL</u>	JOINT POLE SPACE ALLOCATIONS	ISSUE 7
		APP. <u>H MCA</u>
		APP. <u>[Signature]</u>

OLD DRAWING
DO NOT REVISE MANUALLY

E 01-02-006.0

SHEET 3 OF 4



ELECTRIC
STANDARDS

CENTRAL HUDSON GAS & ELECTRIC CORP.

DATE 10-04-13

DRWN. SMK
CLEAR ME
DSGN. SEV
APPD. ELC

JOINT POLE SPACE ALLOCATIONS

ISSUE 7

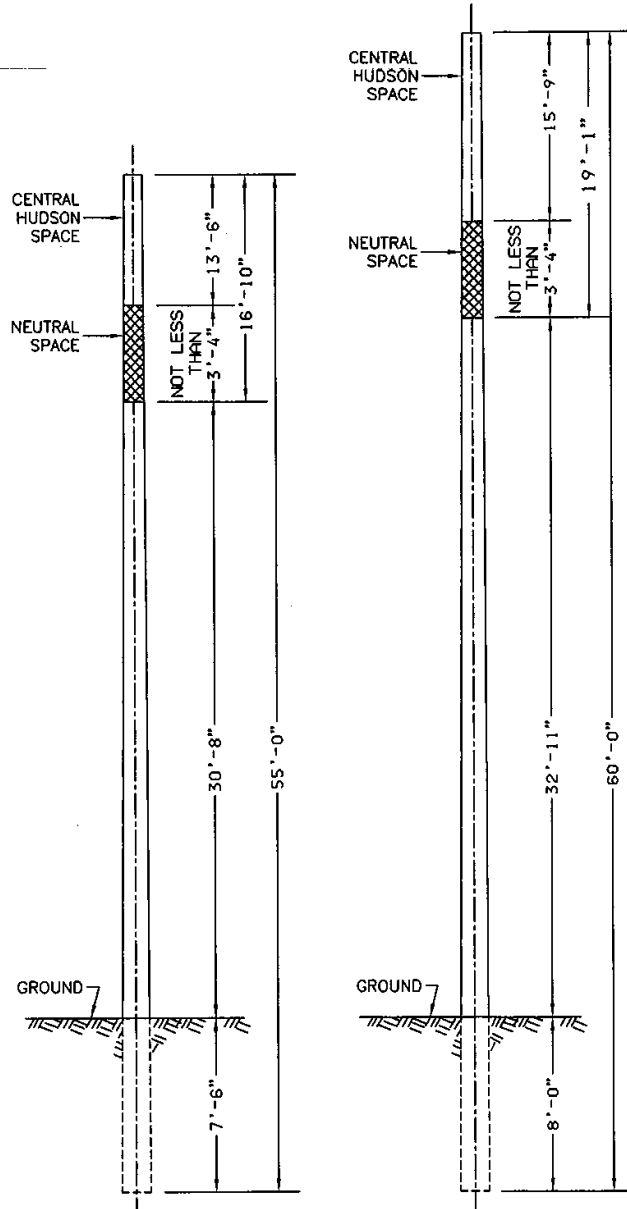
APP. JM

APP. ELC

END DRAWING
DO NOT REVISE MANUALLY

E 01-02-006.0

SHEET 4 OF 4



ELECTRIC
STANDARDS

CENTRAL HUDSON GAS & ELECTRIC CORP.

DATE 10-04-13

DRWN. SMK
CLEAR MFB
DSGN. STV
APPD. JLC

JOINT POLE SPACE ALLOCATIONS

ISSUE 7

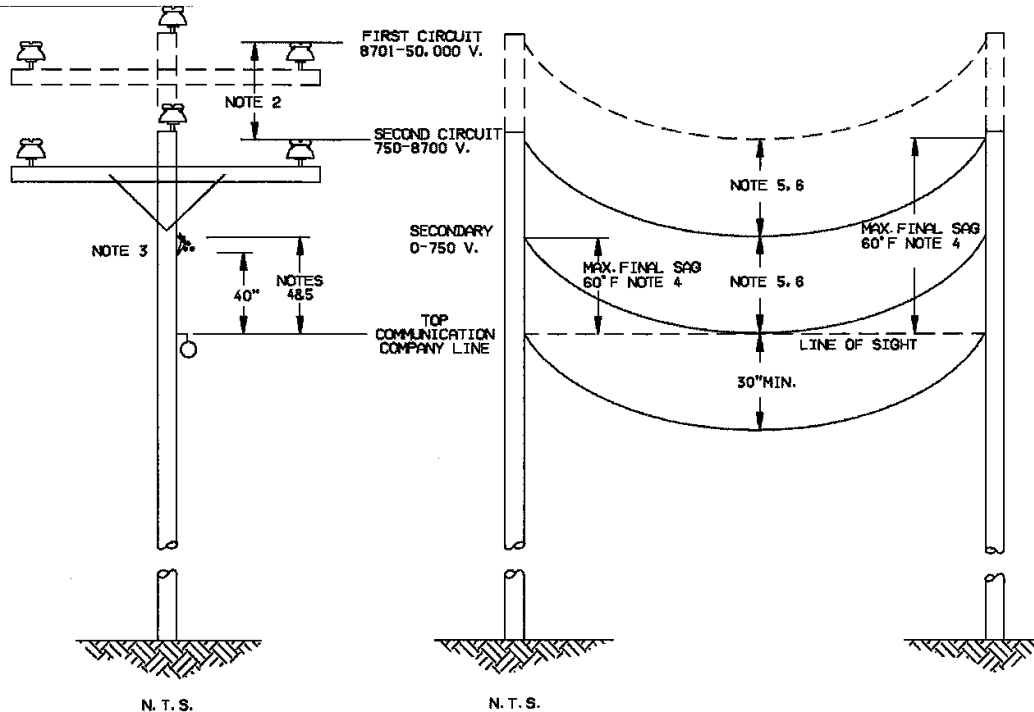
APP. J/Mad

APP. J/Mad

CAD DRAWING
DO NOT REVISE MANUALLY

E 01-02-007.0

SHEET 1 OF 1



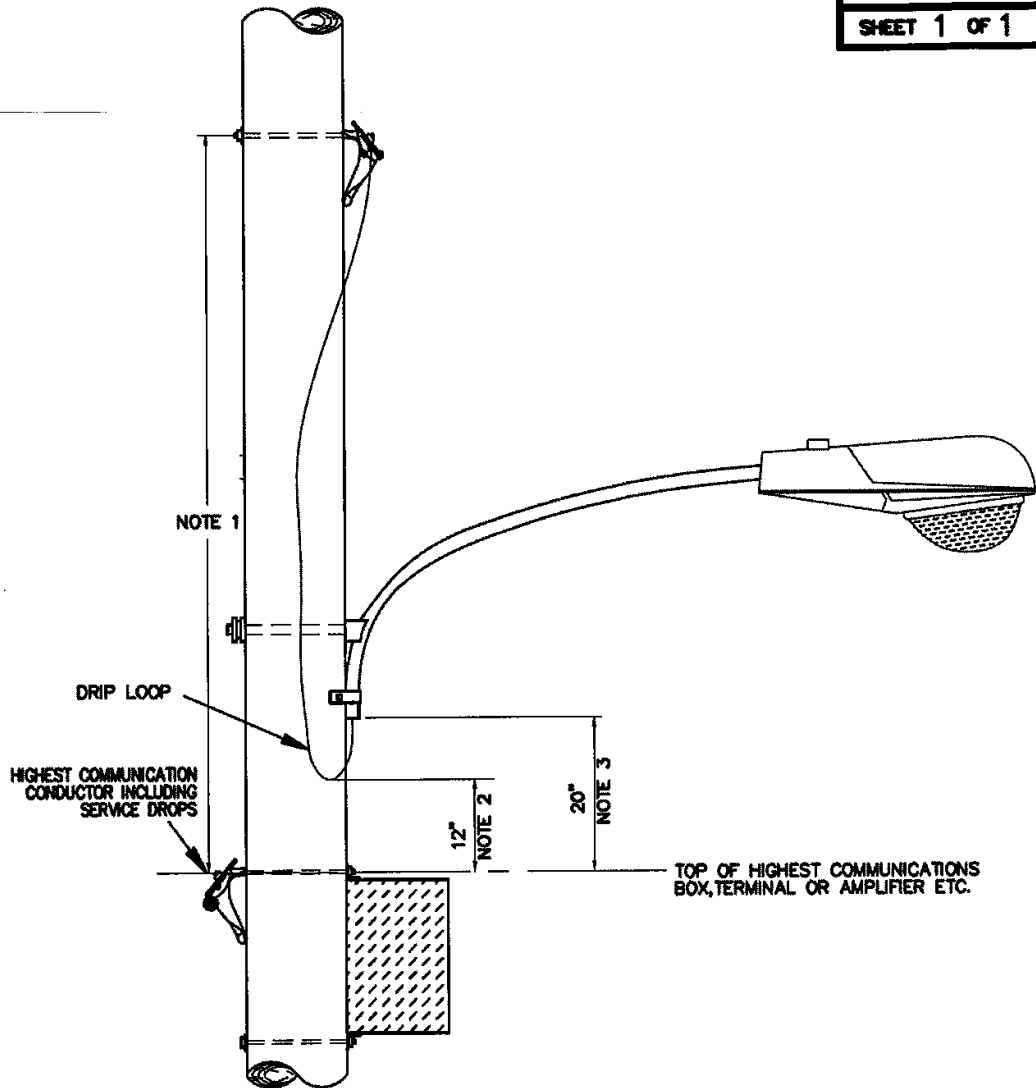
NOTES:

1. THE REQUIRED MINIMUM CLEARANCES ON THIS STANDARD ARE TAKEN FROM PART TWO OF THE EDITION OF THE NATIONAL ELECTRIC SAFETY CODE (N.E.S.C.). THERE ARE THREE BASIC REQUIREMENTS, CLEARANCE AT POLE, CLEARANCE BETWEEN CONDUCTORS IN MID-SPAN, AND CLEARANCE TO OR ABOVE THE LINE OF SIGHT OF THE TOP COMMUNICATION CIRCUIT. ALL THREE MUST BE SATISFIED.
 2. MINIMUM CLEARANCE BETWEEN FIRST AND SECOND POWER CIRCUIT IS 16" PLUS 0.4 INCHES FOR EACH 1kV IN EXCESS OF 8.7 kV.
 3. SECONDARIES, NOT ON A COMMON RACK AT THE POLE, OR CABLES HAVING EFFECTIVELY GROUNDED CONTINUOUS METAL SHEATH HAVE THE FOLLOWING MINIMUM VERTICAL SPACING BETWEEN CONDUCTORS:
- | SPAN LENGTH | VERTICAL CLEARANCE |
|-------------|--------------------|
| 0-150 | 4" |
| 150-200 | 6" |
| 200-250 | 8" |
| 250-300 | 12" |
4. THE VERTICAL SEPARATION ON THE POLE SHALL BE INCREASED SO THAT THE LOWEST SUPPLY CONDUCTOR (0-50kV) WHEN SAGGED AT 60°F FINAL SHALL NOT SAG LOWER THAN THE STRAIGHT LINE JOINING THE POINTS OF SUPPORT OF THE TOP COMMUNICATION CABLE OR WIRE.
 5. VERTICAL CLEARANCE AT THE POLE SHALL BE ADJUSTED SUCH THAT THE CLEARANCE AT ANY POINT IN THE SPAN BETWEEN ANY UPPER CONDUCTOR AND THE CONDUCTOR BELOW IT IS NOT LESS THAN 75% OF THAT REQUIRED AT THE POLE. DETERMINATION OF CLEARANCE IS WITH UPPER CONDUCTOR AT MAXIMUM SAG, EITHER 120°F OR 32°F, 1/2" ICE; AND LOWER CONDUCTOR AT MINIMUM SAG.
 6. FOR CLEARANCES BETWEEN CENTRAL HUDSON DISTRIBUTION LINES AND ELECTRIC DISTRIBUTION LINES OWNED BY OTHER UTILITIES OR ANY ELECTRIC TRANSMISSION LINES, ATTACHED TO THE SAME POLE, CONTACT ELECTRIC SYSTEM DESIGN PERSONNEL.

ELECTRIC STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 4-20-00
DRWN. TCJ	VERTICAL SEPARATION OF LINES ATTACHED ON THE SAME POLE BASED ON NESC RULE 235	ISSUE 6
CLEAR. BND		APP. KAM
ENGR. JVB		APP. RPB
APPD. RJW		

E 01-02-014.0

SHEET 1 OF 1



NOTES:

1. SEE ELECTRIC CONSTRUCTION STANDARD E 01-02-007.0 FOR MINIMUM CLEARANCES TO ELECTRIC CONDUCTORS
2. THIS CAN BE REDUCED TO A MINIMUM OF 3" IF STREET LIGHT CONDUCTORS ARE INSULATED
3. THIS CAN BE REDUCED TO A MINIMUM OF 4" IF BOTH THE STREET LIGHT BRACKET AND COMMUNICATIONS MESSENGER AND/OR BOX ARE EFFECTIVELY GROUNDING AND CONNECTED TO A COMMON GROUND

ELECTRIC STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 4-20-00
DRWN. TCJ	OVERHEAD CONSTRUCTION MINIMUM CLEARANCES BETWEEN STREET LIGHT DRIP LOOPS AND BRACKETS AND COMMUNICATION COMPANY FACILITIES BASED UPON 1997 NESC RULE 238	ISSUE 2
CLEAR BND		APP. KAM
ENGR. JVB		APP. RPB
APPD. RJW		

