

**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 _____ [corporation] or [partnership] having offices at _____.

WHEREAS, Licensee desires to attach and maintain communications cables, attachments, appurtenances, equipment and related facilities on Central Hudson's distribution poles (defined below);

WHEREAS, Licensee acknowledges that Central Hudson's 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 permit, 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 **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 (AFCC), 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 (APSC) and all local and municipal ordinances, restrictions, code rules and other requirements.

1.3 **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.).

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

1.5 **Attachment or Attachments** means the cables and/or associated equipment, appurtenances, hardware, antennas, communication devices and related facilities, 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.

1.6 **Boxing** of a pole involves attaching wires on opposite sides of the pole in order to meet required distances between attachments.

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

1.8 **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.

1.9 **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.

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

1.11 **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 sole use of the Licensee. Licensee's Facilities shall be deemed to include, as appropriate, both Wire-Span Facilities and Wireless Facilities.

1.12 **Make-Ready Work** means 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**".

1.13 **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.

1.14 **Non-Usable Space** means the space other than space usable by Wire-Span Facilities on a Pole. Under current FCC regulations, there is a rebuttable presumption of 24 feet per Pole of Non-Usable Space (of which 18 feet is reserved for ground clearance and six feet is required for setting the Pole), based on a presumption of an average pole height of 37.5 feet (FCC 98-20, released February 6, 1998).

1.15 **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 Facility on existing attachments.

1.16 **Usable Space** means the total space on a Utility Pole above the minimum ground clearance level that is usable for Attachments. Under FCC 98-20, there is a rebuttable presumption of 13.5 feet per Pole of Usable Space.

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

1.18 **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 REQUIREMENTS.

2.1 Attachment Procedures.

2.1.1 Application for Permission to Attach. Prior to the Licensee attaching Licensee's Facilities to any Utility Pole, the Licensee shall make written application for and have received an executed, revocable, non-exclusive license (License) from Central Hudson, which application and license shall be in the form attached hereto as Exhibit A -1, Application and Utility Pole License. Licensee may be required by Licensor in its sole discretion to make concurrent applications to obtain a license from a Joint Owner of the Utility Pole. The application must be accompanied by an application fee (currently \$7.75/pole) and, if applicable, a post-construction survey fee (currently \$6.50/pole), which is subject to adjustment by Central Hudson from time to time. Central Hudson must grant permission and, if applicable, Joint Owners, before the Licensee may attach Licensee's Facilities to the existing Poles and Anchors. Central Hudson and such Joint Owners will determine if the Poles and Anchors are available for such attachments by conducting a pre-construction survey within forty-five (45) days of the application filing date. Licensee shall attach to each such application the Application Attachment: Construction Survey Sheet/Work Sheet(s) 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, which will be processed by Central Hudson within five (5) business days of receipt.

2.1.2 Specifications. Licensee shall install Licensee's Facilities in accordance with all requirements of Central Hudson, the National Electrical Code, the National Electrical Safety Code, the Occupational Safety and Health Administration, 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 or any entity whose standards are referenced in this Agreement or the Exhibits attached hereto having jurisdiction, 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 and/or joint owner's Facilities. If Licensee's Facilities do not conform to these requirements, Central Hudson and/or joint owner may require the Licensee to correct the condition at Licensee's expense and, if the Licensee does not do so after thirty (30) days notice, in addition to such other remedies available at law or pursuant to this Agreement, Central Hudson and/or joint owner's may perform the work and bill the Licensee Central Hudson's fully-allocated costs. Central Hudson reserves the right at all times to specify the type and methods of design, construction and maintenance of Licensees Facilities on Central Hudson Facilities and Licensee shall comply with such specifications. Notwithstanding the foregoing, if Licensee's Facilities pose an immediate threat to the physical integrity of Central Hudson Facilities or in an emergency situation, Central Hudson may perform such work and/or take such action that Central Hudson deems necessary without prior notice to Licensee, the cost of which shall be borne by Licensee.

2.1.3 Inspections. Central Hudson may require the Licensee to advise, on a day-to-day or week-to-week basis, of the exact locations where the Licensee's Facilities are being constructed. Central Hudson may conduct frequent inspections of Licensee's construction in progress, at the Licensee's expense, in lieu of, or in addition to, post-construction surveys. The Licensor shall bill the costs of such inspections to the Licensee upon completion of the inspections. Such inspections shall not be performed unnecessarily. Subject to the Applicable Laws, each of the Licensee's Facilities shall be marked near each point of attachment in such a manner as to allow identification of the ownership of Licensee's Facilities. In addition, each Utility Pole at intersecting roads shall be tagged by Licensee in such a manner as to permit Licensee's Facilities to be readily identified from the ground. Licensee's pole tag shall be similar to that used by Central Hudson.

2.2 Multiple Attachment Applications. The provisions of this Section 2.2 apply in the case of applications

received by Central Hudson from two or more Licensees for attachment authorizations on the same Pole, prior to commencement of any Make-Ready Work required to accommodate any Licensee.

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

2.2.2 The Make-Ready Work cost will be allocated 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 total cost, that applicant will be charged the cost applicable to accommodate a single Licensee and the other applicant will not be permitted to attach.

2.3 Make-Ready Work Procedures.

2.3.1. Surveys. Upon receipt of an application for a License and the payment in full to cover the cost of performing a Pre-Construction Survey, Central Hudson will make such survey of the Utility Poles, including stub poles, listed in Application Attachment: Construction Survey Sheet/Work Sheet(s) (in the form attached hereto as Exhibit A-2) as submitted by Licensee with its application for a License within forty-five (45) days of the application filing date. The form of the Application Attachment: Construction Survey/Work 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 (so as to meet Central Hudson's standards, including, but not limited to the then-current revision of Central Hudson drawings E 01-02-007.0 and E 01-02-014.0 (which shall also include bonding and grounding standards), attached hereto as Exhibit F, or successor drawings and other standards which may be applicable, including but not limited to, maintaining not less than the 40-inch clearance between Licensee's Facilities and the nearest conductor) and also whether any rearrangements or changes are necessary in the facilities of other Joint Owners or Wire-Span or Wireless Facilities of all other third parties with attachment rights. The pre-construction surveys shall determine whether: (i) any Utility Poles require strengthening (guying and anchoring), (ii) any Utility Poles require placement or replacement, and (iii) Licensee's Facilities need to be bonded or grounded to Central Hudson Facilities or those of other Joint Owners.

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. 2.1.2 of this Agreement. Central Hudson explicitly disclaims any representations and warranties in connection with the facilities of any Joint Owner other than Central Hudson.

Notwithstanding the foregoing, Central Hudson, in its sole discretion, may elect not to perform any pre-construction surveys in the event that any other Joint Owner refuses to participate in such pre-construction survey.

2.3.2 Performance. Central Hudson will use commercially reasonable efforts to perform Make-Ready Work in a timely manner; provided, that, Licensee's application gives Central Hudson at least ninety (90) days prior notice of its 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 the 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. Barring the above and/or unforeseen situations, make-ready work will be completed within 45 days of the date payment is received for such work.

2.3.3 Issuance of License. Upon completion of the Central Hudson Make-Ready Work, Central Hudson will: (i) inform Licensee, any Joint Owner and any other third parties of such completion within 3 business days, and (ii) issue any applicable Licenses to the Licensee. Licensee shall not attach to any Poles until all Joint Owners and/or licensees complete Make-Ready Work.

2.3.4 Post-Construction Survey. Central Hudson may, at its discretion, perform a post-construction survey of completed Attachments. Central Hudson shall notify Licensee of such survey no less than five (5) days prior to the commencement of the survey. Licensee shall have the right to be present. The purpose of such a survey is to inspect for compliance with prior agreed-to Attachment locations and compliance with the requirements of this Agreement, in particular, the requirement of this Agreement that there must be a working clearance of 40" or more from a neutral or secondary conductor or 60" or more from a primary conductor or 30" or more from a conductor at mid-span. A fee of \$6.50/Pole for any post-construction survey will be payable at the time of application to Central Hudson in addition to the application fee of \$7.75/Pole for the pre-construction survey. The post-construction survey fee (\$6.50/Pole) shall be pro-rated if Central Hudson performs a post-construction survey for Licensee and another applicant simultaneously. Central Hudson will inform Licensee in writing, within five (5) business days after completion of the post-construction survey, as to any such post-construction work which needs to be performed. Any post-construction work required as a result of such survey will be completed at Licensee's expense within thirty (30) days of notification. All work required to be performed as a result of violations of such clearance requirements will be performed by properly qualified line personnel.

2.4 Operation and Maintenance.

2.4.1 Licensee agrees, at its sole cost and expense, at all times to 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, Central Hudson's requirements and specifications (for design, construction, clearances bonding, grounding and maintenance) and with all Applicable Laws.

2.4.2 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.

2.4.3 Central Hudson reserves to itself, its successors and assigns, the right to maintain the Poles and to operate its facilities thereon in such manner as will best enable Central Hudson to fulfill its public service requirements.

2.4.4 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 to continue to support its attachments. If through such test or observation, the 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. 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 except for such losses as may be caused by Central Hudson's sole negligence.

2.5 Additional Attachments/Overlapping. Subject to application to Central Hudson, pursuant to Section 2.1, the performance of any additional Make-Ready by Licensee and the issuance of a License to attach to existing Poles or Anchors and /or Overlapping by Licensee will be permitted in accordance with, and subject to, Section 3 below and Exhibit C attached hereto, provided, that: (i) it is done in accordance with generally accepted engineering practices and the requirements of this Agreement, and (ii) in Central Hudson's sole judgment, there is sufficient strength in the Pole or Anchor to allow additional Attachments or Overlapping.

Where Licensee desires to permit a legal entity other than Licensee (including, but not limited to, affiliates of Licensee) to Overlap 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. (See Exhibit C attached hereto).

3. RATES, CHARGES AND REQUIREMENTS. The Licensee shall pay Central Hudson the following rates and charges for attaching Licensee's Facilities to Central Hudson Facilities:

3.1 Attachment Rates and Billing. The Annual Wire-Span Attachment Rate for the initial year will be prorated for the percentage of the year commencing with the License date until July 1 of the following year. Thereafter, Central Hudson will render 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 Charges and Billing. Central Hudson shall issue an invoice to Licensee for any Make-Ready Work within 14 days of completion of the pole survey. Upon written request of the Licensee, Central Hudson shall provide Licensee with a schedule of fees related to any such Make-Ready Work.

3.3 Overlapping. Where Licensee Overlaps its own existing Facilities with additional Facilities of Licensee, 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 Exhibit B attached hereto. Fees for Overlapped Attachments by a party other than the Licensee onto the Licensee's Attachment are not included in the Attachment Rates, but are instead subject to a separate Overlapping fee set forth in Exhibit C attached hereto. Licensee shall require any third party seeking to overlap its facilities on Licensee's Facilities to enter into a separate Pole Attachment Agreement with Central Hudson.

3.4 Unauthorized Attachments or Overlapping. If, as a result of a periodic or other inspection conducted by Central Hudson, it is determined that the Licensee has made unauthorized attachments to Central Hudson Facilities or there are Wire-Span Facilities owned by a party other than the Licensee which have been Overlapped onto the Licensee's Messenger or Wire-Span Facilities, in addition to such other remedies available to Central Hudson at law or pursuant to this Agreement the Licensee shall pay Central Hudson, upon receiving a bill from Central Hudson a one time unauthorized attachment fee of \$50/Pole and either: (i) the applicable rate from the time the attachment was made; or, (ii) if the time of attachment cannot be determined, an amount equal to the current annual rate times the number of years since the last periodic inspection, up to a maximum of five (5) years. An application fee will also be billed as may be appropriate. Periodic inspections, at Central Hudson's expense, will be performed approximately every five (5) years, but may be performed more or less frequently at Central Hudson's sole discretion.

3.5 Performance Security. Prior to attaching Licensee's Facilities to any Pole, in its discretion, Central Hudson may require Licensee to furnish a bond 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, including the removal of Licensee's Facilities on termination of any license or other authorization issued hereunder.

3.5.1 If required by Central Hudson, Licensee shall furnish a cash deposit, bond, irrevocable bank letter

of credit or other security satisfactory to Central Hudson in the following amounts: Security in the amount of \$20.00 shall be required for each authorized Pole attachment. The total amount of security required hereunder shall not exceed \$30,000 or be less than \$1,000. Security will not be required where Licensee's total attachment authorizations do not exceed ten (10) Poles. Central Hudson, within its sole discretion, may also accept a guarantee of Licensee's performance hereunder in a form acceptable to Central Hudson from a third party acceptable to Central Hudson.

3.5.2 If the financial security is in the form of a bond or irrevocable letter of credit, such instrument shall be issued by a surety company or bank satisfactory to Central Hudson. The instrument shall contain a provision that the surety company or 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 Surety Company or bank pays any such amounts, the Licensee shall restore the surety bond or letter of credit to the full amount required under this Section 3.5, within thirty (30) days after notice of such payment to Central Hudson is sent to the Licensee.

3.5.3 If the security is in the form of a cash deposit, interest at the rate currently paid by Central Hudson on deposits shall be credited to the Licensee during the continuance of the deposit. If the 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 apply any or all amounts on deposit with it to payment of the sum due, whether or not 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. 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.

3.5.4 The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee under this Agreement.

3.6 Payment. Unless otherwise communicated to Licensee by Central Hudson, all bills are payable by the Licensee within thirty (30) days from the date of the bill. 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, the Licensee must obtain all required permits, permissions or consents from federal, state and municipal authorities, if any, and shall comply with the terms of such permits, permissions or consents and all Applicable Laws. Central Hudson of permission gives no guarantee by such authorities respecting the use of Central Hudson Facilities by the Licensee.

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 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 costs of such efforts shall be paid by the Licensee along with Make-Ready costs, if any. Licensee will 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 guarantee is given by Central Hudson regarding permission by property owners respecting the use of any easement.

5. INDEMNIFICATION, INSURANCE, LIABILITY.

5.1 Indemnification. To the fullest extent permitted by law, the Licensee agrees to 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 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 the Licensee or of any of its directors, officers, employees (general or special), servants or anyone directly or indirectly retained, employed or engages 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 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 the 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.

Notwithstanding the foregoing, Licensee's obligation to indemnify Central Hudson for any judgment, settlement, mediation or arbitration, award or settlement shall extend only to the percentage of negligence of Licensee, its contractors, suppliers and/or material men, or anyone directly or indirectly engaged, retained or employed by Licensee or anyone for whose acts Licensee may be Liable in connection to such claim, liability, loss, damage, cost, expense or fee. Licensee shall nevertheless remain liable hereunder on account of the negligence of any party or person other than Central Hudson.

Licensee shall nevertheless indemnify, defend and hold harmless the 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 the Central Hudson whether or not Licensee is partially negligent.

In the event that Central Hudson is determined to be any percent 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.

The indemnification obligations under this subdivision 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 the 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 the 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 Damage to Licensee. Central Hudson shall not be liable to the Licensee for incidental, consequential, exemplary, punitive or special damages. Central Hudson shall not be liable to Licensee for any loss by the Licensee of revenue, or for any liability of the 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 this promise of indemnification, the Licensee shall carry or cause to be carried, at all times during the term of the 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 Statutory Workers Compensation Insurance, including Employers' Liability.

5.3.2 Comprehensive General Liability Insurance, with combined bodily injury and property damage limits of at least \$3,000,000 per person and \$5,000,000 per occurrence, including but not limited to coverage for Premises-Operations, Explosion, Collapse and Underground Hazards, Contractual, Broad Form Property Damage, Independent Contractors, Personal Injury and Products/Completed Operations coverage.

5.3.3 Automobile Liability Insurance including owned, non-owned and hired automobiles with combined bodily injury and property damage limits of at least \$2,000,000 per occurrence.

5.3.4 Except with respect to Workers' Compensation and Employers' Liability, Central Hudson and its officers, directors, and employees shall be included and designated as additional insured in Licensee's insurance policies and such insurance shall be considered as primary insurance. Any separate insurance maintained in force by Central Hudson shall not contribute with insurance extended by Licensee's insurer(s) under this requirement.

5.4 Insurance Notifications: All insurance required hereunder: (i) shall remain in force during the term of the Agreement, (ii) the insurance companies issuing such insurance shall be rated >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 the Licensee indicating that the insurance set forth in Section 5.3 is in full force and effect and that Central Hudson will receive at least thirty (30) days prior written notice of the cancellation of such insurance or of any modification of such insurance that may affect Central Hudson's interests.

5.5 Joint Owner. 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 shall be specifically named in said certificates insuring the Licensee.

5.6 Responsibilities for Damage/Damage Report. Licensee shall exercise special precautions to avoid damage to Central Hudson Facilities, Joint Owner facilities, and of other third parties, on Utility Poles, and hereby assumes all responsibility for any and all loss for 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.

5.7 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.

6. TERM, TERMINATION AND DISPUTE RESOLUTION PROCEDURES

6.1 Term. This Agreement shall continue in effect from the date hereof until terminated as provided herein. This Agreement may be terminated by either party giving to the other party at least six (6) months prior written notice.

6.2 Termination. In the event of breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the other Party written notice thereof, and: the breaching Party shall cure such breach within sixty (60) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" or considered a breach, for the purpose of this provision. Neither Party shall withhold or set off undisputed amounts.

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.

If Licensee fails to cure such breach to Central Hudson's reasonable satisfaction within sixty (60) days of receiving such notice then, Central Hudson may, at its option, terminate this Agreement in its entirety, cancel any or all of Licensee's licenses, or require the 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. Central Hudson may also require the Licensee to remove Licensee's Facilities upon termination of this Agreement. Termination of this Agreement shall not release or affect in any way any liability or any obligation of the 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. Prior to terminating or revoking any license under this Agreement or under any other agreement for whatever cause or purpose, a petition may be brought by either party to the PSC requesting the PSC to decide the dispute. A PSC determination shall be binding on all parties to this Agreement. If the PSC declines to issue a determination, the parties may resort to any other remedies available to the parties under the Applicable Laws.

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. Moreover, the non-defaulting party shall be entitled to recover from the defaulting party its reasonable attorneys' fees, litigation costs and expenses incurred in enforcing the terms and provisions of this Agreement.

6.3 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 & D-2 attached hereto. No credit or refund of any rate or charge shall be allowed to the Licensee on account of such removal.

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

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. All litigation commenced under this Agreement shall be within the exclusive jurisdiction of the Supreme Court of the State of New York, County of Dutchess, or the United States District Court for the Southern District of New York, and the parties hereby waive any right in such litigation to object to personal jurisdiction and venue in such courts.

7.2 Assignment. The Licensee shall not in any way assign, transfer, sublet, or encumber this Agreement or any License issued there under, nor any of the rights or privileges hereby granted to Licensee, without the prior express written consent of Central Hudson. Licensee shall notify Central Hudson immediately in the event management control of Licensee's Facilities is changed. Any such permitted assignments or transfers shall be in accordance with the procedure set forth in Exhibit F attached hereto. Notwithstanding the foregoing, the Licensee may assign this Agreement or any License issued there under, and any of the rights or privileges hereby granted to a telecommunications carrier entity owning, owned by or under common ownership with the Licensee. Licensee shall notify Central Hudson immediately in the event management control of Licensee's Facilities is changed. Subject to the foregoing, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

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 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 therein 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 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.

7.7 Severability. If any provision of this Agreement is unenforceable under any applicable law or is held 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.

7.8 Notices. Except as otherwise indicated herein, all notices to be given by either party to the others shall be in writing and must be sent by fax and regular mail, sent by overnight delivery service, hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To Central Hudson: Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, New York 12601
Telephone: (845) 486-5475
Fax Number: (845) 486-5952

Attention: Special Service Representative

To Licensee:

Telephone: _____

Fax Number: _____

Attention: _____(Title)

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

7.9 Entire Agreement. This Agreement supersedes all previous agreements between the parties for attachment of Licensee's Facilities to Central Hudson Facilities. It may not be modified or amended, except in writing signed by the duly authorized representatives of the parties.

7.10 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by the duly authorized officers and to be sealed with their respective corporate seals 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	Application and Utility Pole License
EXHIBIT A-2	Application Attachment: Construction Survey Sheet/Work Sheet
EXHIBIT B	Annual Wire-Span Attachment Rate
EXHIBIT C	Overlapping Arrangements and Fees
EXHIBIT D-1	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

**STANDARD POLE ATTACHMENT LICENSE APPLICATION
EXHIBIT A-1**

TO: Name of Pole Owner: _____ (“Licensor”)
Address of Pole Owner: _____

In accordance with the terms and conditions of the Standard Distribution Pole Attachment Agreement (“Agreement”) between the Licensor and Licensee, dated as of _____, _____, application is hereby made for a license to make attachment to the Distribution Poles which are indicated on the attached “Application Attachment Sheet, Exhibit A-2. Each Application is limited to a maximum of 200 Poles with complete descriptions of all facilities, including quantities, sizes, and types of cable and equipment to be installed. The Application(s) have been prioritized to reflect the order in which the Applications should be worked.

The enclosed payment for the Pole Survey Fee of \$ _____ reflects the Licensor’s unit price of \$ _____ per pole, and the amount of \$ _____ for the post-construction survey fee reflects the Licensor’s unit price of \$ _____ for each pole listed on the Application.

In accordance with the Agreement, each Pole will be subject to an Annual Attachment Rate to be prorated by Licensor at time of licensing. Fees and rates are subject to change.

THE LICENSEE AGREES TO NOT ATTACH TO LICENSOR’S JOINT OR SOLE OWNED POLES UNTIL MAKE-READY WORK IS COMPLETED BY ALL PARTIES.

(Name of Licensee)
By: _____
Title: _____
Date: _____

This revocable, non-exclusive License, License Number _____, is hereby granted, for attachment to such of the Poles listed on the attached “Application Attachment: Pole Survey Sheet/Work Sheet” as have not been stricken from the attached list. This License is issued under the terms and conditions of the above-referenced Standard Pole Attachment Agreement.

Licensor: _____
By: _____
Title: _____
Date: _____

Application shall be submitted electronically, in addition to two (2) hardcopies (in MS Word, Excel or Access format).

EXHIBIT A-2
APPLICATION ATTACHMENT SHEET

Check Applicable Item: New Attachment(s)
 Additional Attachment(s)

Licensee: _____ Municipality: _____ Date: _____

Item	Pole Number	Owner			Street Name / Location (including nearest intersection)	Make Ready Required	CATV Attachment Location	Side of Pole	Guy Rqd
		Jt	Tel	El					
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Representatives at Field Review:

Telephone Co. _____
 Electric Co. _____
 Licensee _____

EXHIBIT B

ANNUAL WIRE-SPAN ATTACHMENT RATE

1. The Annual Wire-Span Attachment Rate will be calculated in accordance with Applicable Laws.

2. For Wire-Span Facilities of the Licensee attached to Central Hudson Facilities, the Annual Wire-Span Attachment Rate shall be calculated as follows:

a. Until June 30, 2009, the annual rate shall be \$14.36 per Attachment (the "Base Annual Rate").

b. Commencing February 9, 2001, the rate shall be the sum of the Base Annual Rate (as the same may be adjusted from time to time*) and a fee levied equally upon all attaching entities to apportion the cost of Non-Usable Space on the Utility Pole (the "Secondary Fee"). However, if the rate exceeds \$8.12 per attachment, the increase shall be phased in equal annual increments over a period of five (5) years beginning February 9, 2001.

c. The Secondary Fee will be calculated in accordance with the Act pursuant to the following formula:

$$\frac{2}{3} \times \left[\frac{\text{total Non-Usable Space}}{\text{Pole height}} \right] \times \left[\frac{\text{net cost of a bare Pole}}{\text{number of Attachers}} \right] \times \text{carrying charge rate}.$$

d. A presumptive number of Attachers per Pole based upon location (e.g., urban, rural, or urbanized) shall be periodically determined by Central Hudson based on information it possesses.

Central Hudson may adjust the Secondary Fee during the term of this Agreement without prior notice to the Licensee in Central Hudson's sole discretion in accordance with Applicable Laws.

* Base Annual Adjustment Formula:

$$\left[\frac{\text{Space occupied by Attachment}}{\text{Pole height}} \right] \times \text{net cost of a bare Pole} \times \text{carrying charge rate}.$$

Note: Under current FCC Regulations, there is a rebuttable presumption of 13.5 feet per pole of Usable Space and a presumption of one foot as the amount an Attachment occupies.

EXHIBIT C

OVERLASHING ARRANGEMENTS AND FEE

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. The 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. The Licensee must 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; and (iii) is issued a license by Central Hudson. Central Hudson will not unreasonably refuse permission to overlash by third parties.
3. If Central Hudson does not believe the Overlashing can be done in accordance with generally accepted engineering practices to permit the additional Attachment, Central Hudson will 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 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 from Central Hudson, the Licensee must remove or cause to be removed its Overlashing and/or the third party Overlashing within thirty (30) days of Central Hudson's notice.
4. Overlashing third parties shall be subject to an Overlash Fee calculated as follows:
 - (i) Overlashing entities are treated as additional attaching entities and charged an Overlash Fee, which is calculated in the same manner as the Secondary Fee to apportion the cost of Non-Usable Space on the Utility Poles. The Overlash Fee may change from time to time due to Overlashing or attachments by additional third parties, or as Central Hudson may adjust such fee without notice to the Licensee, in Central Hudson's sole discretion, provided the adjustment is in accordance with Applicable Laws. The Overlash Fee is calculated pursuant to the following formula.
$$\frac{2}{3}[\text{Total Non-Usable Space}]/(\text{Pole height}) \times [(\text{net cost of a bare Pole})/(\text{number of Attachers})] \times (\text{carrying charge rate})$$
 - (ii) In accordance with the Applicable Laws, a presumptive number of Attachers per Pole based upon location (e.g., urban, rural, or urbanized) may be periodically determined by Central Hudson based on information it possesses.
5. If for any reason the 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, in addition to the unauthorized attachment fee imposed in Section 3.4: (i) terminate this Agreement in accordance with Section 6 of this Agreement, and/or (ii) bill Licensee for back payments and on-going payments with respect to the applicable fees which would have been owed for that period of time which has elapsed since the Overlash, if the period of time is known, or, if the period can not be determined, for a period of 5 years.

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

TO: Name of Pole Owner: _____ (“Licensor”)
Address of Pole Owner: _____

In accordance with the terms and conditions of the Standard Distribution 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 Attachment Removal Sheet, Exhibit B-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: _____

By: _____

Title: _____

Date: _____

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

EXHIBIT D-2

EXHIBIT D-2				
NOTIFICATION OF ATTACHMENT REMOVAL SHEET				
Agreement Number				
Municipality			Date:	
Item.	Pole Number	Street Name / Location (including nearest intersection)	Attachment Removed Pole/Anchor	Remarks
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
			<u>Licensee Contact Information</u>	
			Company Name _____	
			Representative _____	
			Telephone Number _____	
			Fax Number _____	
			Email Address _____	

EXHIBIT E

ASSIGNMENT PROCEDURES

- 1 Licensee will 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. The Licensee will request:
 - (i) A current accounting of any moneys owed by Licensee; and
 - (ii) The Joint Owners' consent to assign existing licenses.

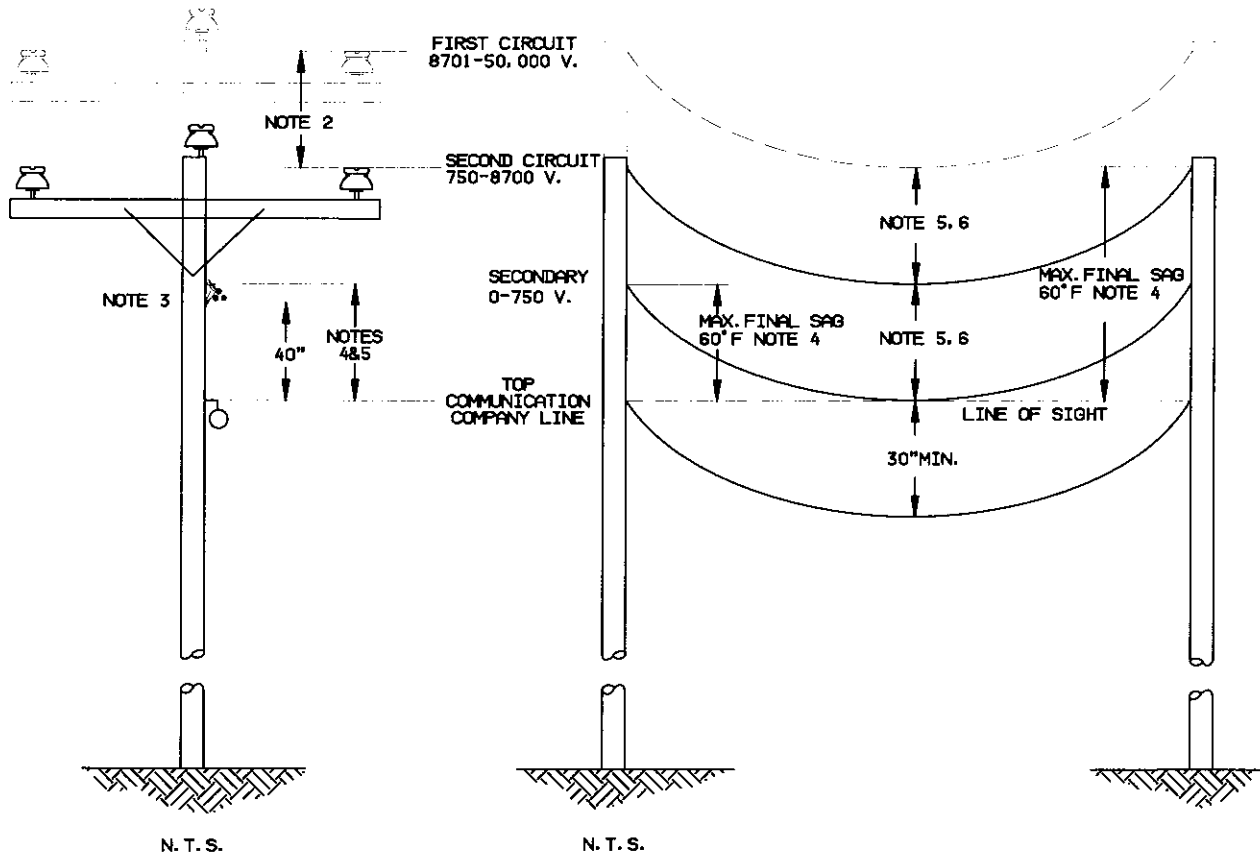
2. Central Hudson will respond to the Licensee, typically within (30) days of receipt of notification, providing:
 - (i) The current account balance to be paid prior to consent to sell or assign;
 - (ii) Central Hudson's consent to sell or assign using a form of assignment and assumption agreement acceptable 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 will also be subject to Licensee and the new Licensee completing the requirements of Paragraph 3 immediately below on this Exhibit F;
 - (iii) The new Licensee has met applicable surety bonding requirements (if required); and
 - (iv) Any other actions reasonably requested by Central Hudson.

3. The new Licensee will, approximately (30) days before closing:
 - (i) Notify Central Hudson of the final closing or effective date that the new Licensee will assume system operation and responsibility;
 - (ii) Notify Central Hudson of 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 will be permitted until Licensee has paid all outstanding balances.

EXHIBIT F

CENTRAL HUDSON ELECTRIC CONSTRUCTION STANDARDS



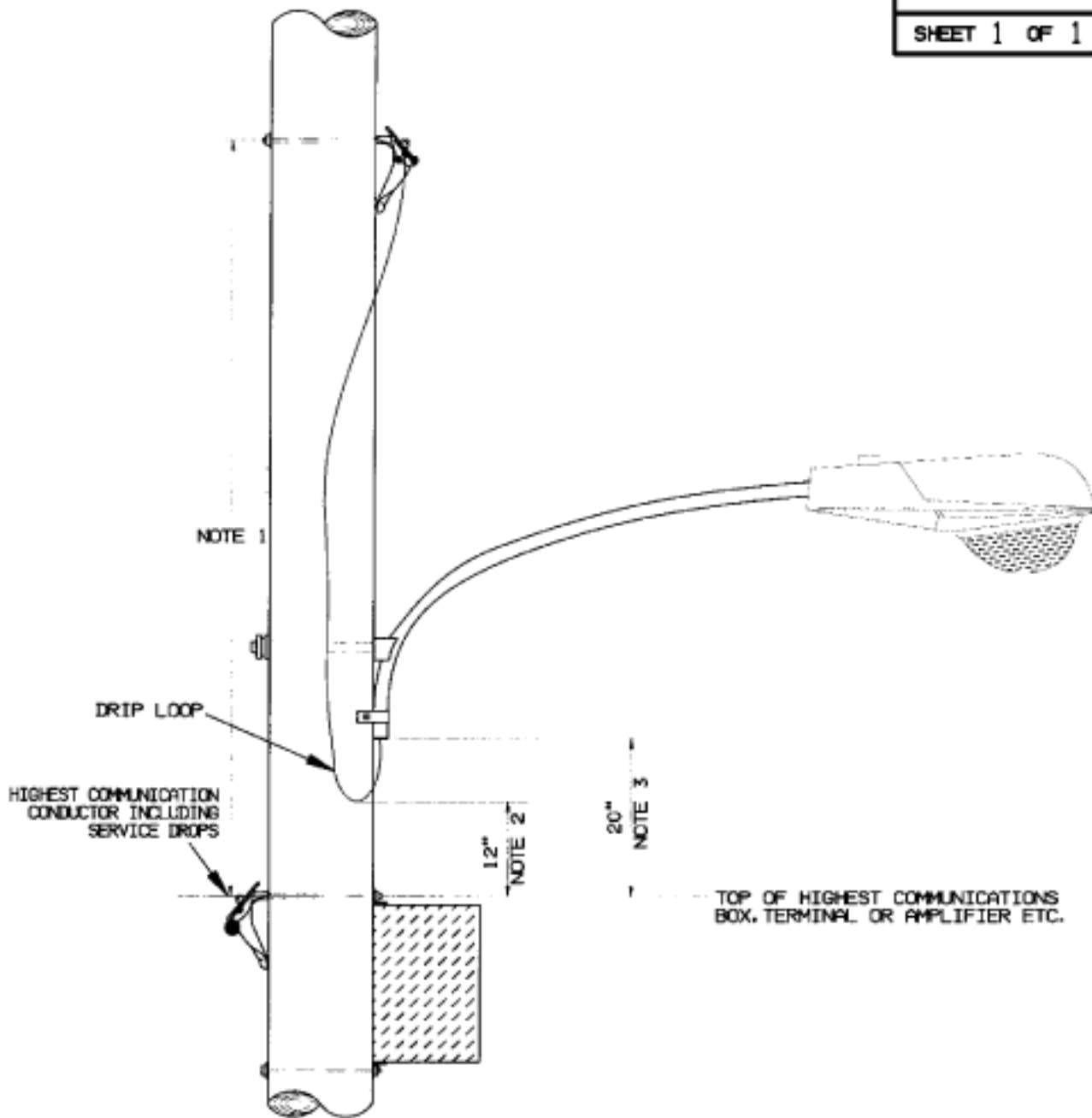
NOTES:

1. THE REQUIRED MINIMUM CLEARANCES ON THIS STANDARD ARE TAKEN FROM PART TWO OF THE 1997 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 1997 NESC RULE 235	ISSUE 6
CLEAR. BND		APP. KAM
ENGR. JVB		APP. RPB
APPD. RJW		



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 GROUNDED AND CONNECTED TO A COMMON GROUND

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