

WIRELESS SMART CITY DEVICE FACILITIES ATTACHMENT AGREEMENT

WIRELESS SMART CITY DEVICE FACILITIES ATTACHMENT AGREEMENT

THIS WIRELESS SMART CITY DEVICE FACILITIES ATTACHMENT AGREEMENT (“Agreement”) is made as of _____, 20____ (the “Effective Date”), by and between CENTRAL HUDSON GAS & ELECTRIC CORPORATION (“Central Hudson”), a corporation organized and existing under the laws of the State of New York, having its principal office at 284 South Avenue, Poughkeepsie, NY 12601, and _____ (“Licensee”) a corporation organized and existing under the laws of the State of _____, having its principal office at _____. Central Hudson and Licensee may each be referred to herein as a “Party” and collectively as, the “Parties.”

WHEREAS, Licensee, for its own use, desires to construct, install, attach, operate and maintain Wireless Facilities (as defined herein) on Central Hudson’s Distribution Poles (as defined herein);

WHEREAS, Licensee acknowledges that Central Hudson’s Distribution Poles are used, and are to continue to be used, primarily for Central Hudson’s satisfaction of its public service obligations and the purposes of the Joint Owner(s) (as defined herein); and

WHEREAS, Central Hudson agrees to provide a non-exclusive license to Licensee to place its Wireless Facilities on Central Hudson’s Distribution Poles in accordance with the terms and conditions of this Agreement.

WHEREAS, there may be Joint Owners (as defined herein) of the Distribution Poles and it is Licensee’s sole responsibility to determine and obtain any other license or Approvals to attach its facilities to the Distribution Poles.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, and intending to be legally bound hereby, the Parties hereto agree, covenant and represent as follows:

Article I Definitions

Approvals; means all governmental and non-governmental franchises, consents, easements, permits, authorizations, and approvals required for the attachment, construction, installation, operation, and maintenance of Wireless Facilities on the Licensed Property.

Attachment Rate; means the fee to be paid by Licensee to Central Hudson for each attachment of its Wireless Facilities to Central Hudson Facilities, as set forth in the fee schedule annexed hereto as Exhibit B.

Central Hudson Facilities; means the Distribution Poles, the anchors, guys, cables and/or wires, and other equipment and/or appurtenances owned or controlled by Central Hudson.

Communication Worker Safety Zone (“CWSZ”); as defined by the National Electric Safety Code (“NESC”), means the minimum clearance between the Communication Zone and the Electric Zone where no facilities may be attached to the pole.

Communications Zone; means the area on Central Hudson's Distribution Poles set forth in Central Hudson's Electric Construction Standards, as they may be amended from time to time, where third party Licensees are permitted to attach telecommunication facilities including span wire attachments and Central Hudson authorized wireless facilities.

Distribution Poles; means utility 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.

Electric Zone; means the area, as set forth in Central Hudson's Electric Construction Standards, on Central Hudson's Distribution Poles where primary and secondary electric distribution equipment has been installed or is required for future use for Public Utility Purposes.

Franchise Area; means Central Hudson's service territory.

Joint Owner(s); means any public utility which shall have been granted an ownership interest in one (1) or more Distribution Poles by Central Hudson pursuant to an agreement or other lawful grant of ownership or who has granted an ownership interest in one (1) or more Distribution Poles to Central Hudson pursuant to an agreement or other lawful grant of ownership. The term Joint Owner shall include Central Hudson, but shall not include Licensee.

Licensed Property; means the Central Hudson Facilities where Licensee has been granted permission to install Wireless Facilities via the issuance of a License Grant and any additional Licensed Property that may be agreed upon in writing by the Parties and incorporated into this Agreement.

Licensee; means the authorized wireless telecommunications service provider that is a signatory to this Agreement.

License Grant; means the granting of a non-exclusive license by Central Hudson to Licensee to attach, construct, install, operate and maintain Wireless Facilities on the Licensed Property as described in Exhibit A-1 to this Agreement.

Make Ready Work; means all work to be performed or arranged, which is required to be performed prior to, and because of, the attachment of Licensee's Wireless Facilities, including, but not limited to, rearrangement of existing Central Hudson and/or Joint Owner's Facilities and other attachments, guying and anchoring, and Distribution Pole replacements.

Operating Procedures; means the Operating Procedures identified in Article III of this Agreement and annexed hereto in Exhibit C of this Agreement and Central Hudson's Electric Construction Standards, which are incorporated by reference as part of this Agreement.

Permitted Use; means attaching, constructing, installing, operating, and maintaining Wireless Facilities on Central Hudson Facilities solely for the purposes of the operation by Licensee of its service(s), as more particularly described and authorized in Licensee's franchise(s) or other appropriate governmental authorizations, if any, copies of which have been supplied to Central Hudson.

Pole Attachment Agreement; means the then effective agreement, if any, between Licensee and Central Hudson to attach span wire facilities to Central Hudson Distribution Poles, pursuant to PSC No. 15 – Electricity, Leaf: 120.

Public Utility Purposes; means any existing or future generation, transmission, or distribution of electricity or gas, or for any existing or future telecommunications work, customer service work or responsibility related to, arising from, or connected with such generation, transmission, or distribution.

Span Wire Attachments; 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.

Standard Terms and Conditions; means the Standard Terms and Conditions for Wireless Facilities, identified in Article III of this Agreement and annexed hereto as Exhibit D, and Central Hudson’s Electric Construction Standards that are incorporated by reference as part of this Agreement.

Unlicensed Attachment; means an attachment for which a license has not been granted or for which the license has been cancelled or terminated or a licensed attachment that has been subsequently modified in a manner inconsistent with the design parameters originally approved by Central Hudson as a condition of said license.

Wireless Facilities; means Licensee owned or controlled and operated equipment utilized to provide services to third parties. Wireless Facilities generally include, but are not limited to, antennae, power supplies, amplifiers, transceivers and connectors.

Article II

Grant of Right to Use Central Hudson Property

A. Subject to all of the terms and conditions of this Agreement, including but not limited to the Electric Construction Standards, Standard Terms and Conditions for Wireless Facilities (annexed hereto as Exhibit D) and the Operating Procedures (annexed hereto as Exhibit C), Central Hudson hereby grants to Licensee a License Grant. No right to locate any structure, equipment, facilities, or other property of Licensee other than on the Licensed Property is granted hereby.

B. Without limitation of any other condition, limitation, or restriction imposed by this Agreement or any other agreement between the Parties, the use of the Licensed Property permitted hereunder is restricted to the Permitted Use, to the extent that such activity does not interfere with any Public Utility Purposes by Central Hudson or by any existing or future parent, subsidiary, or affiliate of Central Hudson. No lease or license of Licensee’s Wireless Facilities by any lessee or licensee shall release or relieve Licensee from any obligation pursuant to this Agreement. No such lease or license and no such use by any such lessee or licensee shall create any contractual rights in any such lessee or licensee against Central Hudson and Central Hudson shall have no obligation or liability whatsoever to any such lessee or licensee based on contract, tort (including without limitation strict products liability, negligence, and gross negligence),

warranty, or otherwise arising from or relating to any such lease or license, any such use by any such lessee or licensee, this Agreement or the Licensed Property. In any such lease or license, Licensee shall advise such lessee or licensee that Licensee's Wireless Facilities which are the subject of the lease or license are in close proximity to electrical cables that are subject to fault, burnout, or other malfunction which can result in damage, destruction, or disruption to Licensee's Wireless Facilities and shall provide in such lease or license that Central Hudson assumes no liability for any such damage, destruction, or disruption. The Licensed Property may not be used by Licensee or its permitted successor or assigns for any purpose other than the Permitted Use.

C. Nothing herein shall be construed as a grant by Central Hudson of any exclusive right or privilege to Licensee. Nothing herein shall be construed as a grant of any interest in real property. Without limitation of any other right of Central Hudson hereunder, Central Hudson and, to the extent permitted by Central Hudson, any existing or future parent, subsidiary, affiliate or successor or assign of Central Hudson has the right to use all or part of the Licensed Property for any Public Utility Purposes and the License Grant and Permitted Use are subject and subordinate to the use of the Licensed Property for Public Utility Purposes. In addition to being subject and subordinate to Public Utility Purposes, the License Grant and the Permitted Use also are subject to and subordinate to all contracts, mortgages, liens, encumbrances, restrictions, leases, licenses, easements, rights, or privileges of any nature heretofore or hereafter granted, given, entered into, incurred, or suffered by any of the Central Hudson entities, or arising pursuant to law which affect the Licensed Property or the Permitted Use and all existing and future uses by Central Hudson of the Licensed Property; provided, however, that, except as otherwise permitted by this Agreement or required by law, from the date of this Agreement until its expiration or earlier termination, Central Hudson shall not grant or give to third parties other than to any of the Central Hudson entities for Public Utility Purposes any right or privilege to use the Licensed Property which substantially interferes with or precludes the Permitted Use of the Licensed Property.

D. The License Grant and Permitted Use are subject and subordinate to Central Hudson's use for Public Utility Purposes and Central Hudson's use is primary. If Licensee's Wireless Facilities, and/or the operation thereof, cause interference with any Central Hudson Facilities or equipment, or interfere or disrupt Central Hudson's use for Public Utility Purposes, such interference or disruption to be determined in the sole discretion of Central Hudson, the interference or disruption shall be stopped within seven (7) days (or such shorter period as required by Central Hudson), or the Wireless Facilities causing the interference or disruption will be shut down and disconnected until such interference or disruption is corrected.

E. The License Grant shall be extended to additional Central Hudson Facilities the location of which must be documented in a writing signed by authorized representatives of both Parties, which describes the additional Licensed Property to be added to the License Grant.

F. The License Grant to Licensee, subject to Central Hudson's Electric Construction Standards, the Standard Terms and Conditions for Wireless Facilities (annexed hereto as Exhibit D), the Operating Procedures (annexed hereto as Exhibit C), all applicable federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes, and the terms and conditions of all applicable governmental and non-governmental franchises, permits, authorizations, and approvals, shall include the right to access the Licensed Property seven (7) days a week, twenty-four (24) hours a day for the purpose of attaching, constructing, installing maintaining and operating Licensee's Wireless Facilities.

G. Other than the right to use the Licensed Property for the Permitted Use in accordance with the terms and conditions hereof, including the Standard Terms and Conditions for Wireless Facilities (annexed hereto as Exhibit D) and the Operating Procedures (annexed hereto as Exhibit C), this Agreement does not grant any right to use any Central Hudson property for any purpose.

H. Without limitation of any other condition, limitation, or restriction imposed by this Agreement or any other agreement between the Parties, to the extent that Licensee Wireless Facilities require electric services on any Licensed Property, Licensee shall be required to comply with any additional terms and conditions that may be imposed by Central Hudson's electric tariff, PSC No. 15 – Electricity, Leaf 19. In such case, Central Hudson shall prepare and Licensee shall execute such agreement(s) as may be required to carry out the intention of this Paragraph H.

I. Without limitation of any other condition, limitation, or restriction imposed by this Agreement or any other agreement between the Parties, to the extent that Licensee Wireless Facilities require Span Wire Attachments in the Communications Zone on any Licensed Property, Licensee shall be required to comply with any additional terms and conditions that may be imposed by the Central Hudson Standard Pole Attachment Agreement then in effect. In such case, Central Hudson shall prepare and Licensee shall execute such agreement(s) as may be required to carry out the intention of this Paragraph I.

J. Central Hudson shall not be required to perform any service or grant any rights provided for in this Agreement if it is contended by any municipality having control over public rights-of-way through which the services/occupancies are being requested that Central Hudson is without authority to perform such services or permit such occupancies. Nothing in this Agreement shall preclude Licensee from exercising any rights it may have in relation to the relevant municipal authority.

Article III

Terms and Conditions/Operating Procedures/General Information

This Agreement incorporates by reference the charges, fees, procedures, and terms and conditions set forth in the following documents: (1) Exhibit C: Operating Procedures, (2) Exhibit D: Standard Terms and Conditions for Wireless Facilities, and (3) PSC No. 15 – Electricity, Leaf 19. Licensee acknowledges that it has read and become familiar with these documents and agrees to abide by the terms and conditions set forth therein as if such terms and conditions were included in this Agreement. Licensee further acknowledges and agrees that the Standard Terms and Conditions for Wireless Facilities and the Operating Procedures are subject to change by Central Hudson upon thirty (30) days prior written notice to Licensee.

Article IV

No Warranties from Central Hudson Concerning Licensed Property or Permitted Use; Licensee's Satisfaction with the Licensed Property; Licensee's Acknowledgement Concerning Risk of Damage to Licensed Property and Wireless Facilities

A. Central Hudson does not make, and hereby disclaims, any express, implied, statutory, or common law warranty, guaranty or representation concerning the Licensed Property or its suitability for the Permitted Use. **WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, CENTRAL HUDSON DOES NOT MAKE, AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, STATUTORY, OR COMMON LAW WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Licensee represents that it has visited, examined, and/or analyzed the Licensed Property, has knowledge of all limitations, restrictions, and conditions, legal, physical, or otherwise, concerning the Licensed Property including, without limitation, such limitations, restrictions and conditions as may affect the suitability of the Licensed Property for the Permitted Use, and that Licensee is satisfied with the suitability of the Licensed Property for the Permitted Use. **LICENSEE ACKNOWLEDGES THAT THE WIRELESS FACILITIES WILL BE LOCATED ON LICENSED PROPERTY THAT IS IN CLOSE PROXIMITY TO ELECTRICAL CABLES THAT ARE SUBJECT TO FAULT, BURNOUT OR OTHER MALFUNCTION WHICH CAN RESULT IN DAMAGE, DESTRUCTION OR DISRUPTION TO THE WIRELESS FACILITIES AND THAT, WITHOUT LIMITATION, THE RISK OF SUCH DAMAGE, DESTRUCTION OR DISRUPTION IS AMONG THOSE RISKS COVERED BY THE STANDARD TERMS AND CONDITIONS FOR WIRELESS FACILITIES REFERENCED IN ARTICLE III.**

Article V

Application Procedure and Wireless Attachment License Fees

A. Prior to Licensee making any attachment of Licensee's Wireless Facilities or any component thereof to any Distribution Pole, Licensee shall make written application to do so to Central Hudson and shall have received Central Hudson's written approval to do so.

- (i) Licensee's application to make any attachment of Licensee's Wireless Facilities or any component thereof and Central Hudson's approval thereof shall be in the form of that application and approval set forth in the "Application for Pole Attachment," annexed hereto as Exhibit A-2, as executed and delivered between the Parties. Central Hudson shall have the sole and exclusive right to determine whether any Distribution Pole identified in an Application for Pole Attachment is available for attachment and whether any Distribution Pole has sufficient strength and capacity to accommodate an attachment.
- (ii) Each Application for Pole Attachment must include Distribution Poles within the same municipality, and is further limited to ten (10) poles per application.

B. Licensee's application must be accompanied by the following fees in order to be considered complete:

- (i) Attachment Application Fee in the amount of \$750/application;
- (ii) Pre-Construction Survey Fee in the amount of \$50/pole; and
- (iii) Post-Construction Survey Fee in the amount of \$25/pole.

C. Licensee shall pay the applicable Attachment Rate to Central Hudson for each licensed attachment to Central Hudson Facilities (the "License Fees"). License Fees shall be billed in accordance with the fee structure described in Exhibit B of this Agreement, and commence on the date of the License Grant issuance. The License Fees shall be payable in annual advance installments on July 31 of each year this Agreement remains in effect, and billed on or around July 1.

D. Licensee shall pay all applicable License Fees within thirty (30) days of the date of the annual bill.

E. Central Hudson may revise the License Fees, including the Attachment Rate, annually to become effective with the July 1 payment for any year this agreement remains in effect. Central Hudson shall provide Licensee at least sixty (60) days written notice prior to any change in the License Fees. Following any upward revision to the License Fees, Licensee may, upon thirty (30) days written notice to Central Hudson, terminate this Agreement, without further obligation. Such termination shall not affect any obligation, financial or otherwise, incurred by Licensee prior to the termination, including, but not limited to, the obligation to remove Licensee's Wireless Facilities from Central Hudson Facilities.

F. Charges for Make Ready Work are separate and apart from the License Fees and described in the Operating Procedures, annexed hereto as Exhibit C. In no event will charges for Make Ready Work be subject to refund.

G. For each Unlicensed Attachment discovered on Central Hudson Facilities, Licensee shall pay to Central Hudson an amount equal to five (5) years of License Fees, as described in Section V(C) above.

H. If License Fees or other charges have not been paid within thirty (30) days of bill mailing, late payment charges pursuant to Central Hudson's electric rate schedule (PSC No. 15 – Electricity, Leaf 67) shall be assessed on the arrears. Central Hudson may suspend additional work proposed under this Agreement whenever arrears occur, resuming only after the arrears and late payment charges have been paid.

Article VI
Term of Wireless Attachment Agreement

A. This Agreement shall continue in effect from the Effective Date until terminated as provided herein (the “Term”). 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 Wireless Facilities, all at Licensee’s sole cost and expense. If Licensee fails to remove Licensee’s Wireless Facilities, Central Hudson shall have the right to remove Licensee’s Wireless Facilities at Licensee’s expense.

B. Licensee may give up any license by removing the attachment upon ten (10) days’ notice. Specific requirements for the rescission of licenses are detailed in the Operating Procedures, annexed hereto as Exhibit C.

C. Notwithstanding the provisions of Article VI(A), this Agreement shall be subject to termination by Central Hudson upon fifteen (15) days’ written notice, upon any final regulatory or judicial determination that Licensee’s Wireless Facilities have been used in violation of any law or in aid of any unlawful act.

D. Irrespective of the Term of this Agreement, insurance coverage and financial security must be renewed and/or updated annually.

Article VII
Insurance and Financial Security

Insurance and financial security shall be provided in accordance with the Standard Terms and Conditions for Wireless Facilities, annexed hereto as Exhibit D.

Article VIII
Liability

To the fullest extent permitted by law, Central Hudson and any Joint Owner(s) shall not be liable to Licensee or to Licensee’s customers and, to the fullest extent permitted by law, Licensee hereby agrees to indemnify, defend and hold harmless Central Hudson and any Joint Owner(s) against any claim by Licensee’s customers or any other person or entity relating to or arising from any interruption to Licensee’s service, any interference with the operation of Licensee’s Wireless Facilities, from any cause, or any other damage suffered by Licensee or its customers, whether or not the interruption, interference, or damage is caused by the negligence or misconduct of Central Hudson or its agents or any Joint Owner(s). To the fullest extent permitted by law, Licensee waives any claim for consequential damages or lost profits.

Article IX
Representations and Warranties of Licensee

Licensee makes the following representations and warranties to Central Hudson as of the date of this Agreement:

- (iii) Licensee is a corporation duly organized and validly existing under the laws of the State of _____ and has all the necessary power and authority to execute, deliver and perform its obligations under this Agreement. Licensee represents that, before making any attachments, it shall obtain all appropriate governmental authority to do business and to erect and maintain its facilities in public highways.
- (iv) The execution, delivery and performance by Licensee of this Agreement does not conflict with, or constitute a breach of or a default under, any law, regulation, order, license, contract or instrument to which Licensee is subject or by which Licensee is bound.
- (v) This Agreement constitutes the valid and binding agreement of Licensee, enforceable against Licensee in accordance with its terms.

Article X
Representations and Warranties of Central Hudson

Central Hudson makes the following representations and warranties to Licensee as of the date of this Agreement:

- (i) Central Hudson is a corporation duly organized and validly existing under the laws of the State of New York and has all the necessary power and authority to execute, deliver and perform its obligations under this Agreement.
- (ii) The execution, delivery and performance by Central Hudson of this Agreement does not conflict with, or constitute a breach of or a default under, any law, regulation, order, license, contract or instrument to which Central Hudson is subject or by which Central Hudson is bound.
- (iii) This Agreement constitutes the valid and binding agreement of Central Hudson, enforceable against Central Hudson in accordance with its terms.

Article XI
Termination For Breach

If a Party breaches a material term or condition of this Agreement, the non-breaching Party may terminate this Agreement after at least thirty (30) days has expired since it has given the breaching Party written notice of the nature of the breach and its intention to terminate, provided that the breaching Party does not cure the claimed breach within such thirty (30) day period or within such longer period as may be provided in the written notice from the non-

breaching Party. If the breach has not been cured within such thirty (30) day period or within such longer period as may be provided in the first written notice from the non-breaching Party, the non-breaching Party shall send a second written notice to the breaching Party notifying the breaching Party that this Agreement is terminated.

Notwithstanding the foregoing, (a) Central Hudson may terminate on shorter notice than provided above and/or without any opportunity by Licensee to cure if Licensee interferes with any contract, mortgage, lien, encumbrance, restriction, lease, license, easement, right, or privilege affecting the Licensed Property or any use of the Licensed Property, if such shorter notice is necessary to protect the interests of Central Hudson or any other party under or with regard to any such contract, mortgage, lien, encumbrance, restriction, lease, license, easement, right, or privilege (provided, however, that a cure period shall be granted by Central Hudson unless granting a cure period would violate the other contract, mortgage, lien, encumbrance, restriction, lease, license, easement, right, or privilege); and (b) Central Hudson may terminate this Agreement immediately upon sending written notice of such termination to Licensee, without any opportunity by Licensee to cure, if Licensee interferes with any use of the Licensed Property for Public Utility Purposes, as defined Article I.

Article XII 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 Article XII shall not apply to any such payment or financial obligations of Licensee.

Article XIII Miscellaneous Provisions

A. Entire Agreement. This Agreement, together with its referenced documents and exhibits, constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof. Any prior written or oral agreements, representations, warranties, promises or understandings between the Parties relating to such subject matter are merged in this Agreement. Any amendments to this Agreement must be in writing and executed by authorized representatives of both Parties. No waiver of any right under this Agreement shall be effective unless in writing and signed by an authorized representative of the Party granting such waiver and such waiver shall be effective only with respect to the particular event expressly referred to in such signed writing.

B. Governing 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.

C. Successors and Assigns/Assignment. Licensee shall not in any way assign, transfer, sublet, or encumber this Agreement or any License Grant 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 Grant 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.

Aside from those entities eligible for assignment above, Licensee shall not, in any manner, extend any of the rights or privileges to access, install, and/or maintain Licensee's Wireless 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.

D. Counterparts. 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.

E. 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.

F. Notices. All notices and other communications hereunder required to be in writing shall be personally delivered, mailed by registered or certified mail, return receipt requested, postage paid, or transmitted by email or facsimile, as provided below. A Party may change its address/facsimile number for receipt of written notices by notifying the other Party in writing of such change pursuant to this Paragraph F.

If to Central Hudson:

Central Hudson Gas & Electric Corporation
Attention: Director – Real Property Services
284 South Avenue
Poughkeepsie, New York 12601

Telephone: (845) 486-5485
Fax: (845) 790-1886
Email: jcaserto@cenhud.com

If to Licensee:

_____ Corporation
Attention: _____

_____, New York 12601

Telephone: (XXX) XXX -XXXX
Fax: (XXX) XXX- XXXX
Email:

Such notice or other communication shall be deemed duly given when received or refused by the addressee.

G. Submission To Jurisdiction/Choice Of Forum/Service Of Process. The Parties hereby irrevocably submit to the jurisdiction of the courts located within the State of New York with regard to any controversy arising out of or relating to this Agreement. The Parties agree that service of process on each other in relation to such jurisdiction may be made, at the option of the serving Party, by certified or registered mail, return receipt requested, postage prepaid addressed as set forth below by actual personal delivery to the Party to be served at the address set forth below:

If Central Hudson Is The Party To Be Served:

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

If Licensee Is The Party To Be Served:

A Party may change its address/facsimile number for receipt of service of process by notifying the other Party in writing of such change. Service of process pursuant to this Paragraph G shall be deemed to be sufficient even under circumstances where, apart from this Agreement, there

would be no jurisdictional basis for such service. Service of process on a Party may also be affected in any manner permitted by law.

H. No Third Party Rights. Except as may be expressly provided herein, nothing in this Agreement is intended or shall be construed to grant any rights or benefits to any entity or person other than the Parties and their successors and permitted assigns.

I. No Brokers. Central Hudson and Licensee each represent and warrant that no broker or other third party brought about the execution and delivery of this Agreement and no discussion or other contact was had with any broker or other third party which could be the basis of a claim for any brokerage commission, finder's fee or similar payment arising from, related to, or connected with this Agreement ("Broker Claims"). Each Party agrees to defend, indemnify, and hold the other Party harmless from any and all Broker Claims arising from, related to, or connected with the indemnifying Party's discussion or other contact with any broker or other third party.

J. Agreement Not Binding Until Executed And Delivered. No portion of this Agreement is binding upon a Party hereto until it is executed by an authorized representative of that Party in the space provided below and delivered to the other Party. Prior to such execution and delivery, neither the submission, exchange, return, discussion, nor the negotiation of this document, whether or not this document is then designated as a "draft" document, shall have any binding effect.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered by a duly authorized representative thereof.

Approved, agreed to and accepted by Licensee:

Sign: _____

Print: _____

Title: _____

Date: _____

Approved by:

Central Hudson Gas & Electric Corporation

By: _____

Name:

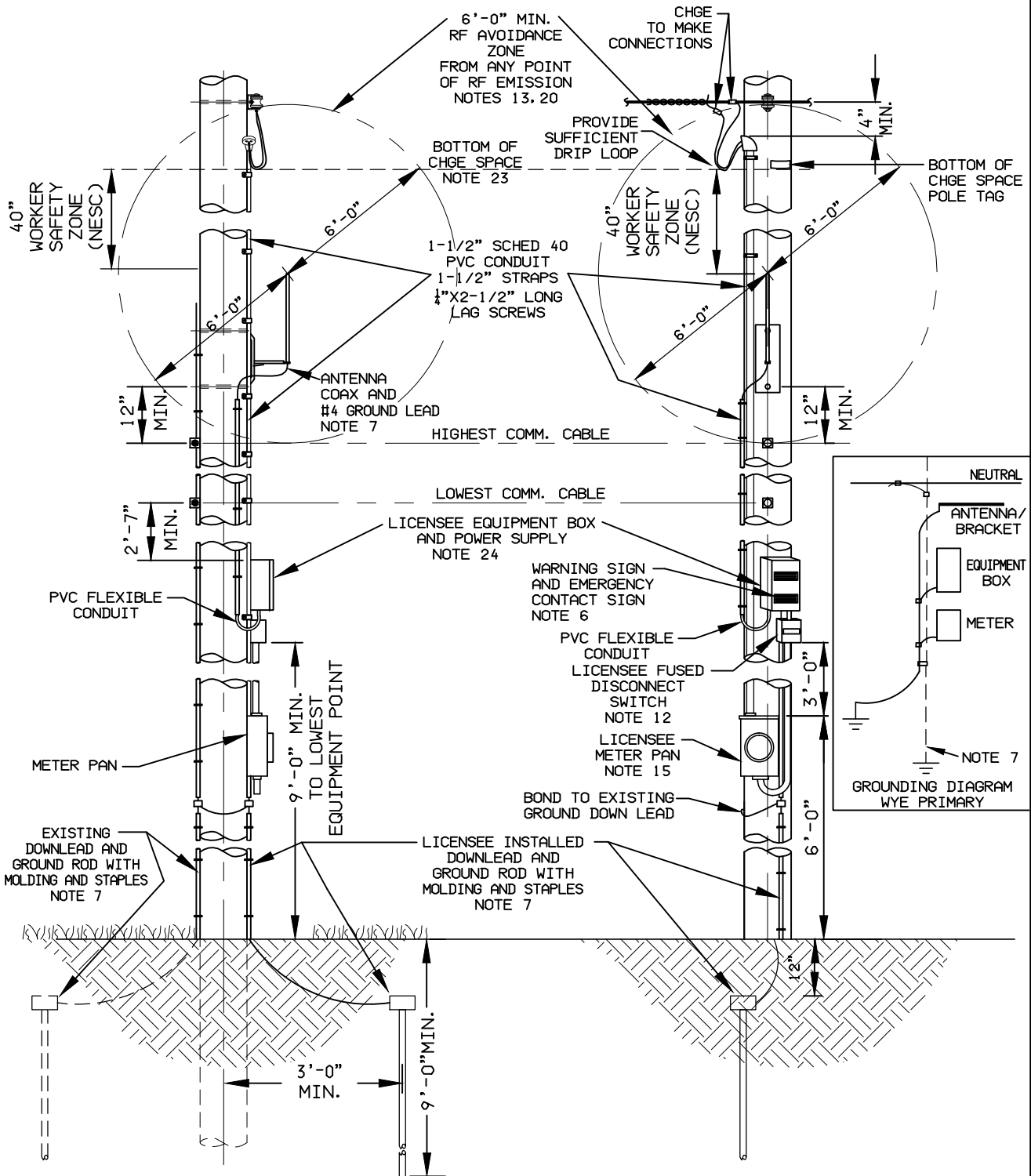
Title:

Date: _____

LICENSEE (THIRD PARTY) ANTENNA MOUNTED ON PRIMARY OR SECONDARY DISTRIBUTION POLE - COMMUNICATION SPACE ONLY

E 01-08-070.1

SHEET 1 OF 3



SEE NOTES ON PAGES 2 AND 3 OF THIS CONSTRUCTION STANDARD

ELECTRIC STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 11-8-17
DRWN. <u>KAS</u> CLEAR _____ ENGR. _____ APPD. _____	INSTALLATION OF WIRELESS COMMUNICATION FACILITIES - COMMUNICATION SPACE PRIMARY OR SECONDARY DISTRIBUTION POLE	ISSUE 1 APP. _____ APP. _____

NOTES:

1. ALL ANTENNAS SHALL BE APPROVED BY THE COMPANY PRIOR TO THEIR INSTALLATION.
2. ANTENNA ATTACHMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE NESC, NEC AND OSHA, AND ALL COMPANY REQUIREMENTS AS SPECIFIED IN THE ANTENNA ATTACHMENT AGREEMENT.
3. NO ANTENNA SHALL BE LOCATED IN THE COMMUNICATION WORKER SAFETY ZONE, IN ACCORDANCE WITH THE NESC. ANTENNA ATTACHMENTS SHALL BE INSTALLED WITH PROPER CLEARANCES FROM OTHER FACILITIES ON THE POLE, SUCH AS TELEPHONE AND CABLE TV, IN ACCORDANCE WITH THE NESC.
4. ANTENNA ATTACHMENTS SHALL NOT BE INSTALLED ON FIBERGLASS POLES, DISTRIBUTION RISER POLES OR POLES SUPPORTING DISTRIBUTION EQUIPMENT. EQUIPMENT INCLUDES, BUT IS NOT LIMITED TO, TRANSFORMERS, CAPACITORS, SWITCHES, RECLOSERS, REGULATORS, COMMUNICATION EQUIPMENT, AND POWER QUALITY NODES.
5. ONLY ONE ANTENNA MAY BE MOUNTED PER POLE AND IT SHALL NOT BE MOUNTED ON A POLE WITH EXISTING UTILITY OR COMMUNICATION CABINETS.
6. A 9"X11" RF WARNING SIGN SHALL BE PLACED ON THE POWER SUPPLY BY LICENSEE IN ACCORDANCE WITH IEEE C95.2-1999 AND FCC OET-65 BULLETIN. LICENSEE IS RESPONSIBLE FOR PLACING A SIGN ON THE POWER SUPPLY INDICATING A 24 HOUR CONTACT PHONE NUMBER IN CASE OF EMERGENCY. PHONE NUMBER MUST BE VISIBLE FROM THE GROUND.
7. LICENSEE WILL OWN, AND MAINTAIN: POLE THEFT DETERRENT COMPOSITE (#4 ERICO CC5A05CB OR EQUIVALENT) GROUND DOWN LEAD, NON-METALLIC U-MOLDING FOR DOWN LEAD, GROUND ROD, GROUND ROD CLAMPS, SERVICE CONDUCTORS, NON-METALLIC 1-1/2" SERVICE CONDUIT AND WEATHER HEAD, AND ALL OTHER NECESSARY EQUIPMENT - INCLUDING THE ANTENNA AND MOUNTING BRACKET, U-GUARD (U-MOLDING) TO COVER GROUND DOWN WIRE ALONG FULL LENGTH ON POLE WITH STAPLES 12" APART. GROUND RODS SHALL BE 5/8" X 8' LONG MINIMUM (NESC 094B2a). ALL LICENSEE EQUIPMENT, INCLUDING MOUNTING BRACKETS SHALL BE BONDED TO LICENSEE DOWN GROUND. LICENSEE GROUNDING SHALL BE BONDED TO EXISTING POLE GROUND, IF EXISTING. IF THERE IS NO EXISTING POLE GROUND BONDED TO THE CHGE SYSTEM NEUTRAL, THE GROUND RESISTANCE OF A LICENSEE MADE ELECTRODE MUST BE NO GREATER THAN 25 OHMS (NESC 096D). MEASUREMENT SHALL BE TAKEN BY LICENSEE AND SUBMITTED TO CHGE.
8. CHGE SHALL PERFORM ALL WORK ABOVE THE COMMUNICATION SPACE. CONNECTIONS TO THE CHGE SECONDARY SYSTEM NEUTRAL OR PHASE CONDUCTORS SHALL ONLY BE MADE BY CHGE.
9. FOR A DELTA PRIMARY SYSTEM, ANY CHGE GROUND WIRE THAT IS CONNECTED TO A LIGHTNING ARRESTER SHALL NOT BE BONDED TO LICENSEE'S EQUIPMENT OR LICENSEE'S GROUND INSTALLATION.
10. MINIMUM POLE HEIGHT REQUIRED FOR ANTENNA ATTACHMENT ON A PRIMARY POLE IS 45 FT. SECONDARY POLE HEIGHT MIN. IS 40 FT. POLE MUST BE DEEMED TO BE IN GOOD CONDITION BY CHGE.
11. POLE TOP MOUNTED ANTENNAS ARE NOT PERMITTED ON A POLE WITH PRIMARY VOLTAGE FACILITIES, NO EXCEPTIONS.
12. AN EXTERNAL, PAD-LOCKABLE DISCONNECT SWITCH, APPROVED BY CHGE, SHALL BE INSTALLED BETWEEN THE METER PAN (LOAD SIDE OF METER PAN) AND LICENSEE EQUIPMENT CABINET (LINE SIDE OF CABINET). THE DISCONNECT SWITCH MUST CUT-OFF AC POWER TO THE EQUIPMENT CABINET/ANTENNA AND BACK-UP BATTERY POWER (IF EQUIPPED). THE EQUIPMENT CABINET SHALL BE EQUIPPED WITH A BOTTOM MOUNTED EXTERNAL INDICATOR LIGHT THAT WILL VERIFY THE ANTENNA IS DE-ENERGIZED. THE LIGHT SHALL BE VISIBLE FROM THE GROUND. BOX SHALL BE CLEARLY LABELED "ANTENNA DISCONNECT".

ELECTRIC STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 11-8-17
DRWN. <u>KAS</u> CLEAR _____ ENGR. _____ APPD. _____	INSTALLATION OF WIRELESS COMMUNICATION FACILITIES - COMMUNICATION SPACE PRIMARY OR SECONDARY DISTRIBUTION POLE	ISSUE 1 APP. _____ APP. _____

NOTES (CONT.):

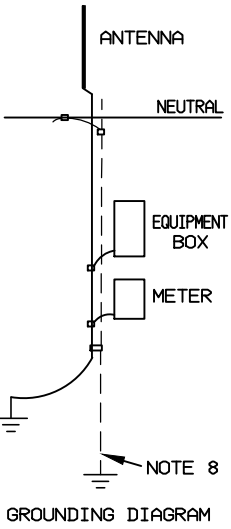
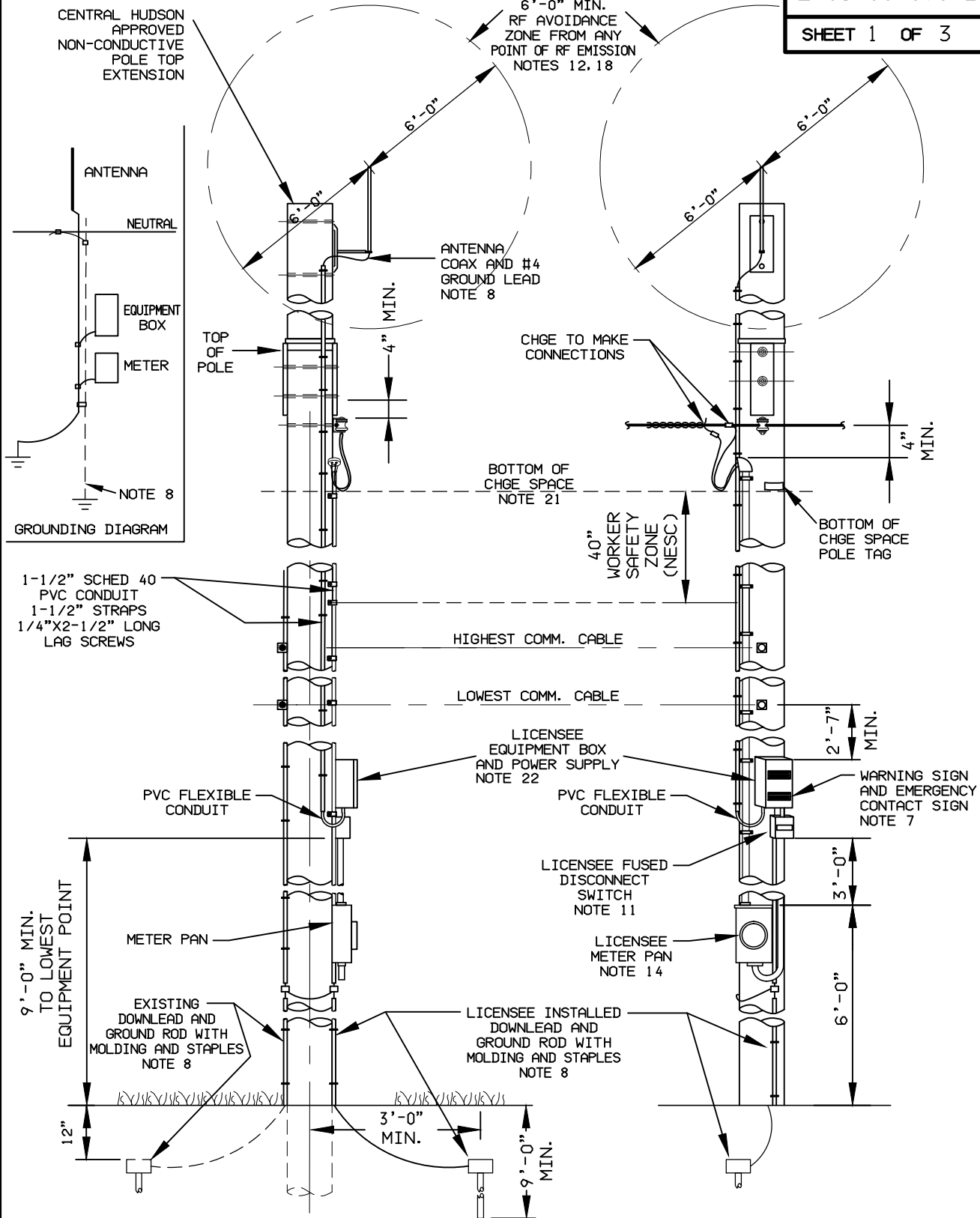
13. ALL SECONDARY AND SERVICE CONNECTIONS SHALL BE A MINIMUM OF 6 FEET FROM ANY POINT OF RF EMISSION FROM THE ENERGIZED ANTENNA AS SHOWN IN SH. 1 OF THIS STANDARD. THIS SHALL BE DESIGNATED THE "RF AVOIDANCE ZONE", WHERE WORK OUTSIDE OF THIS ZONE CAN BE PERFORMED SAFELY BY LINEMEN WITHOUT THE NEED OF TURNING OFF THE ANTENNA. ANY WORK REQUIRED TO BE PERFORMED WITHIN THIS ZONE WILL REQUIRE THE ANTENNA TO BE TURNED OFF VIA THE DISCONNECT SWITCH.
14. THE ANTENNA SHALL BE ON THE STREET SIDE OF THE POLE. METER AND EQUIPMENT TO BE INSTALLED ON THE NON-FACING TRAFFIC SIDE OF THE POLE. EQUIPMENT SHALL NOT IMPEDE SIDEWALK TRAFFIC.
15. A CHGE APPROVED SELF-CONTAINED METER PAN FOR COMMERCIAL APPLICATIONS MUST BE USED. APPROVED METER PANS CAN BE FOUND ON THE CHGE WEBSITE:
http://www.cenhud.com/workingwithus/electrical_specs.aspx
16. THE ANTENNA DIMENSIONS SHALL NOT EXCEED 24 INCHES IN HEIGHT AND 2 INCHES IN DIAMETER UNLESS OTHERWISE APPROVED BY CHGE. POWER SUPPLY AND/OR EQUIPMENT CABINETS SHALL NOT EXCEED 42"H X 24"W X 12"D.
17. DOWNWARD TILT OF THE ANTENNA IS NOT PERMITTED WITHOUT AUTHORIZATION FROM ALL POLE ATTACHEES. IF PERMITTED, THE ENTIRE ASSEMBLY MUST STILL RESIDE IN THE POLE'S TELECOMMUNICATION ZONE.
18. THE WEIGHT OF THE ANTENNA, BRACKET, AND ALL ASSOCIATED MOUNTING HARDWARE SHALL NOT EXCEED 100 POUNDS UNLESS OTHERWISE APPROVED BY CHGE. THE WEIGHT OF THE LICENSEE EQUIPMENT/POWER SUPPLY BOX SHALL NOT EXCEED 50 POUNDS UNLESS OTHERWISE APPROVED BY CHGE.
19. ANTENNA SHALL NOT BE INSTALLED ON POLES WHERE "BOXED" THIRD PARTY ATTACHMENTS EXIST, I.E. - TELECOMMUNICATION CABLES ATTACHED TO BOTH THE FIELD AND ROAD SIDE OF THE POLE AT THE SAME HEIGHT.
20. MINIMUM INSTALLED CLEARANCES:
 - A) 6'-0" FROM LOWEST SECONDARY CONDUCTOR(S) TO THE TOP OF THE ANTENNA ("RF AVOIDANCE ZONE").
 - B) 4 INCHES FROM LOWEST SECONDARY CONDUCTOR(S) TO ANTENNA SERVICE WEATHERHEAD.
 - C) 6'-0" FROM THE DISCONNECT SWITCH TO THE BOTTOM OF THE ANTENNA. ("RF AVOIDANCE ZONE").
21. FIELD DRILLING OF POLE: THERE SHALL BE A MINIMUM DISTANCE OF 6" VERTICALLY BETWEEN DRILLED HOLES, WHETHER PRE-DRILLED OR FIELD DRILLED HOLES, REGARDLESS OF THE HORIZONTAL DIRECTION OF THE DRILL.
22. CHGE HAS THE FINAL SAY IN ALL MATTERS NOT SPECIFICALLY ADDRESSED IN THIS CONSTRUCTION STANDARD. CHGE RESERVES THE RIGHT TO REJECT ANY APPLICATION OR INSTALLATION NOT IN COMPLIANCE WITH ALL GOVERNING STANDARDS. CHGE ALSO RESERVES THE RIGHT TO REQUEST TO MOVE ANY LICENSEE EQUIPMENT THAT IMPEDES THE ABILITY TO PROVIDE ELECTRIC SERVICE TO FUTURE CUSTOMERS.
23. REFER TO CHGE STANDARD E 01-02-006.0 FOR CLARIFICATION ON CHGE SPACE AND JOINT POLE SPACE ALLOCATIONS.
24. LICENSEE SHALL INSTALL A TRANSFER SWITCH FOR STANDBY POWER IN THE EVENT OF LOSS OF UTILITY POWER.

ELECTRIC STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 11-8-17
DRWN. <u>KAS</u> CLEAR _____ ENGR. _____ APPD. _____	INSTALLATION OF WIRELESS COMMUNICATION FACILITIES - COMMUNICATION SPACE PRIMARY OR SECONDARY DISTRIBUTION POLE	ISSUE 1 APP. _____ APP. _____

LICENSEE (THIRD PARTY) ANTENNA MOUNTED ON SECONDARY DISTRIBUTION POLE

E 01-08-070.2

SHEET 1 OF 3



SEE NOTES ON PAGES 2 AND 3 OF THIS CONSTRUCTION STANDARD

ELECTRIC STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 11-8-17
DRWN. <u>KAS</u> CLEAR _____ ENGR. _____ APPD. _____	INSTALLATION OF WIRELESS COMMUNICATION FACILITIES - POLE TOP SECONDARY DISTRIBUTION POLE	ISSUE 1 APP. _____ APP. _____

NOTES:

1. ALL ANTENNAS SHALL BE APPROVED BY THE COMPANY PRIOR TO THEIR INSTALLATION.
2. ANTENNA ATTACHMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE NESC, NEC AND OSHA, AND ALL COMPANY REQUIREMENTS AS SPECIFIED IN THE ANTENNA ATTACHMENT AGREEMENT.
3. NO ANTENNA SHALL BE LOCATED IN THE COMMUNICATION WORKER SAFETY ZONE, IN ACCORDANCE WITH THE NESC.
4. ANTENNA ATTACHMENTS SHALL NOT BE INSTALLED ON FIBERGLASS POLES, DISTRIBUTION RISER POLES OR POLES OR POLES SUPPORTING DISTRIBUTION EQUIPMENT. EQUIPMENT INCLUDES, BUT IS NOT LIMITED TO, TRANSFORMERS, CAPACITORS, SWITCHES, RECLOSERS, REGULATORS, COMMUNICATION EQUIPMENT, AND POWER QUALITY NODES.
5. POLE-TOP EXTENSIONS ARE PERMITTED ON SECONDARY POLES ONLY. NO EXCEPTIONS.
6. ONLY ONE POLE-TOP ANTENNA MAY BE MOUNTED PER SECONDARY POLE AND IT SHALL NOT BE MOUNTED ON A SECONDARY POLE WITH EXISTING UTILITY OR COMMUNICATION CABINETS.
7. A 9"X11" RF WARNING SIGN SHALL BE PLACED ON THE POWER SUPPLY BY LICENSEE IN ACCORDANCE WITH IEEE C95.2-1999 AND FCC OET-65 BULLETIN. LICENSEE IS RESPONSIBLE FOR PLACING A SIGN ON THE POWER SUPPLY INDICATING A 24 HOUR CONTACT PHONE NUMBER IN CASE OF EMERGENCY. PHONE NUMBER MUST BE VISIBLE FROM THE GROUND.
8. LICENSEE WILL OWN, AND MAINTAIN: POLE THEFT DETERRENT COMPOSITE (#4 ERICO CC5A05CB OR EQUIVALENT) GROUND DOWN LEAD, NON-METALLIC U-MOLDING FOR DOWN LEAD, GROUND ROD, GROUND ROD CLAMPS, SERVICE CONDUCTORS, NON-METALLIC 1-1/2" SERVICE CONDUIT AND WEATHER HEAD, AND ALL OTHER NECESSARY EQUIPMENT - INCLUDING THE ANTENNA AND MOUNTING BRACKET, U-GUARD (U-MOLDING) TO COVER GROUND DOWN WIRE ALONG FULL LENGTH ON POLE WITH STAPLES 12" APART. GROUND RODS SHALL BE 5/8" X 8' LONG MINIMUM (NESC 094B2a). ALL LICENSEE EQUIPMENT, INCLUDING MOUNTING BRACKETS SHALL BE BONDED TO LICENSEE DOWN GROUND. LICENSEE GROUNDING SHALL BE BONDED TO EXISTING POLE GROUND, IF EXISTING. IF THERE IS NO EXISTING POLE GROUND BONDED TO THE CHGE SYSTEM NEUTRAL, THE GROUND RESISTANCE OF A LICENSEE MADE ELECTRODE MUST BE NO GREATER THAN 25 OHMS (NESC 096D). MEASUREMENT SHALL BE TAKEN BY LICENSEE AND SUBMITTED TO CHGE.
9. CHGE SHALL PERFORM ALL WORK ABOVE THE COMMUNICATION SPACE. CONNECTIONS TO THE CHGE SECONDARY SYSTEM NEUTRAL OR PHASE CONDUCTORS SHALL ONLY BE MADE BY CHGE.
10. MINIMUM POLE HEIGHT REQUIRED FOR A POLE-TOP ANTENNA ATTACHMENT IS 40 FEET. SECONDARY POLE MUST BE DEEMED TO BE IN GOOD CONDITION BY CHGE.
11. AN EXTERNAL, PAD-LOCKABLE DISCONNECT SWITCH, APPROVED BY CHGE, SHALL BE INSTALLED BETWEEN THE METER PAN (LOAD SIDE OF METER PAN) AND LICENSEE EQUIPMENT CABINET (LINE SIDE OF CABINET). THE DISCONNECT SWITCH MUST CUT-OFF AC POWER TO THE EQUIPMENT CABINET/ANTENNA AND BACK-UP BATTERY POWER (IF EQUIPPED). THE EQUIPMENT CABINET SHALL BE EQUIPPED WITH A BOTTOM MOUNTED EXTERNAL INDICATOR LIGHT THAT WILL VERIFY THE ANTENNA IS DE-ENERGIZED. THE LIGHT SHALL BE VISIBLE FROM THE GROUND. BOX SHALL BE CLEARLY LABELED "ANTENNA DISCONNECT".
12. ALL SECONDARY AND SERVICE CONNECTIONS SHALL BE A MINIMUM OF 6 FEET FROM ANY POINT OF RF EMISSION FROM THE ENERGIZED ANTENNA. THIS SHALL BE DESIGNATED THE "RF AVOIDANCE ZONE", WHERE WORK OUTSIDE OF THIS ZONE CAN BE PERFORMED SAFELY BY LINEMEN WITHOUT THE NEED OF TURNING OFF THE ANTENNA. ANY WORK REQUIRED TO BE PERFORMED WITHIN THIS ZONE WILL REQUIRE THE ANTENNA TO BE TURNED OFF VIA THE DISCONNECT SWITCH.

ELECTRIC STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 11-8-17
DRWN. <u>KAS</u> CLEAR _____ ENGR. _____ APPD. _____	INSTALLATION OF WIRELESS COMMUNICATION FACILITIES - POLE TOP SECONDARY DISTRIBUTION POLE	ISSUE 1 APP. _____ APP. _____

NOTES (CONT.):

13. METER AND EQUIPMENT TO BE INSTALLED ON NON-FACING TRAFFIC SIDE OF POLE. EQUIPMENT SHALL NOT IMPEDE SIDEWALK TRAFFIC.
14. A CHGE APPROVED SELF-CONTAINED METER PAN FOR COMMERCIAL APPLICATIONS MUST BE USED. APPROVED METER PANS CAN BE FOUND ON THE CHGE WEBSITE:
http://www.cenhud.com/workingwithus/electrical_specs.aspx
15. THE POLE-TOP ANTENNA ITSELF SHALL NOT EXCEED 50 INCHES IN HEIGHT AND 8 INCHES IN DIAMETER. THE TOTAL HEIGHT FROM THE TOP OF THE POLE TO THE TOP OF THE ANTENNA MUST NOT EXCEED 90 INCHES UNLESS OTHERWISE APPROVED BY CHGE. POWER SUPPLY AND/OR EQUIPMENT BOXES SHALL NOT EXCEED 42"H X 24"W X 12"D.
16. THE POLE TOP EXTENSION BRACKET MUST BE MANUFACTURED OF NON-CONDUCTIVE MATERIALS.
17. THE WEIGHT OF THE ANTENNA, BRACKET, AND ALL ASSOCIATED MOUNTING HARDWARE SHALL NOT EXCEED 100 POUNDS UNLESS OTHERWISE APPROVED BY CHGE. THE WEIGHT OF THE LICENSEE EQUIPMENT/POWER SUPPLY BOX SHALL NOT EXCEED 50 POUNDS UNLESS OTHERWISE APPROVED BY CHGE.
18. MINIMUM INSTALLED CLEARANCES:
 - A) 6'-0" FROM BOTTOM OF ANTENNA TO HIGHEST ATTACHED CONDUCTOR, GUY WIRE, OR SUPPORT THROUGH-BOLT ("RF AVOIDANCE ZONE").
 - B) 4 INCHES FROM LOWEST SECONDARY CONDUCTOR(S) TO ANTENNA SERVICE WEATHERHEAD.
 - C) 6'-0" FROM THE DISCONNECT SWITCH TO THE BOTTOM OF THE ANTENNA ("RF AVOIDANCE ZONE").
19. FIELD DRILLING OF POLE: THERE SHALL BE A MINIMUM DISTANCE OF 6" VERTICALLY BETWEEN DRILLED HOLES, WHETHER PRE-DRILLED OR FIELD DRILLED HOLES, REGARDLESS OF THE HORIZONTAL DIRECTION OF THE DRILL.
20. CHGE HAS THE FINAL SAY IN ALL MATTERS NOT SPECIFICALLY ADDRESSED IN THIS CONSTRUCTION STANDARD. CHGE RESERVES THE RIGHT TO REJECT ANY APPLICATION OR INSTALLATION NOT IN COMPLIANCE WITH ALL GOVERNING STANDARDS. CHGE ALSO RESERVES THE RIGHT TO REQUEST TO MOVE ANY LICENSEE EQUIPMENT THAT IMPEDES THE ABILITY TO PROVIDE ELECTRIC SERVICE TO FUTURE CUSTOMERS.
21. REFER TO CHGE STANDARD E 01-02-006.0 FOR CLARIFICATION ON CHGE SPACE AND JOINT POLE SPACE ALLOCATIONS.
22. LICENSEE SHALL INSTALL A TRANSFER SWITCH FOR STANDBY POWER IN THE EVENT OF LOSS OF UTILITY POWER.

ELECTRIC STANDARDS	CENTRAL HUDSON GAS & ELECTRIC CORP.	DATE 11-8-17
DRWN. <u>KAS</u> CLEAR _____ ENGR. _____ APPD. _____	INSTALLATION OF WIRELESS COMMUNICATION FACILITIES - POLE TOP SECONDARY DISTRIBUTION POLE	ISSUE 1 APP. _____ APP. _____

EXHIBIT A-1
APPLICATION ATTACHMENT SHEET

Check applicable Item:

<input checked="" type="checkbox"/>	New Attachments (s)
<input type="checkbox"/>	Additional Attachment (s)

Sheet: 1 of 1

Licensee: _____

Municipality: _____

Date: _____

App: _____

Item	Pole Number	Owner			Street Name/ Location (including nearest intersection)	Make Ready Required	Wireless Attachment Location(s)	Side of Pole R/F	Attach Type	Guy Rqd? Y/N
		JT	TeI	EI						
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

Poles
Telco _____
Power _____
Total _____



Representative
Telco _____
Power Co. _____
Licensee _____

Application for Pole Attachment to Central Hudson Utility Poles



Application information:

Date:

Name of Licensee:

Contract agreement date:

Licensee intends to:

Number of poles:

Type of attachment:

Frequency of wireless equipment

Name of company being overlashed:

* For wireless facilities please provide a spec sheet for equipment being used.

Contact information to set up walk:

Contact name:

Contact phone #: Office #: Cellphone #:

Contact 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:

Exhibit B

Central Hudson Gas & Electric Corporation

Issued and Effective August 1st, 2019

Attachment Rate per Case 16-M-0330

For an authorized wireless telecommunication service provider who has a franchise to operate within Central Hudson's service territory and who has an executed contract with the Company which permits attachment of Wireless Facilities to Distribution Poles owned solely or jointly by Central Hudson the annual Attachment Rate is as follows:

The Annual Wireless Communication Carrier 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.

(the annual attachment rate, issued and effective August 1st, 2019, provided for pursuant to Central Hudson's effective electric tariffs is \$21.94 per-foot of occupied space.)

For each piece of equipment attached, the occupied space measurement shall reflect the overall length of the equipment and mounting hardware plus six inches, rounded up to the next whole foot. Thus, equipment with a total length of three feet and 6 inches would occupy four feet of space for rental purposes, while equipment with a total length of three feet eight inches would occupy five feet of space for rental purposes. Overall attachment costs will be determined by multiplying the occupied space measurement by the per-foot attachment rental rate.

Central Hudson Gas & Electric Corporation

Operating Procedures

**For use of Central Hudson Facilities for Wireless Facilities
Issued and Effective July 1, 2016**

I. PURPOSE

This document comprises the Operating Procedures for the construction, installation and maintenance requirements by and between Central Hudson Gas & Electric Corporation (“Central Hudson”) and its licensee (“Licensee”). It sets forth the requirements relating to or pertaining to the construction, installation and maintenance of any Wireless Facilities that may be installed on Central Hudson Distribution Poles (“Central Hudson Facilities”). Other requirements relating to or pertaining to such construction, installation and maintenance are set forth in the Wireless Attachment Agreement (“Agreement”), which is fully incorporated by reference herein. All capitalized terms herein shall be ascribed the same meaning as set forth in the Agreement. Central Hudson may amend these Operating Procedures from time to time upon thirty (30) days’ prior written notice to Licensee.

II. GENERAL INFORMATION

1. It is understood and agreed that Licensee shall bear all costs relating to the construction, installation and maintenance of Licensee’s Wireless Facilities. All costs and expenses associated with Licensee’s Wireless Facilities, including but not limited to any construction, installation, maintenance or operation thereof, regardless of whether such activity is performed by Central Hudson, Licensee or contractors hired by either Party shall be borne by Licensee. Any statements in these Operating Procedures that Licensee is responsible for any particular costs or expenses shall not be construed as indicating that Licensee is not responsible for any other particular costs or expenses for which a similar statement is not provided, unless specifically enumerated in the Agreement.
2. Central Hudson and Licensee will notify each other in writing (via email or fax) of the names, phone numbers, e-mail addresses and business addresses of all individuals referred to by title in this document. Each company will designate a “Project Coordinator” who will be the primary interface for coordination of work. The information provided in such written notification will apply until it is changed by a subsequent written notification.
3. The antenna and all hardware associated with the installation of Licensee’s Wireless Facilities are Licensee’s responsibility. This cost is in addition to any Make Ready Work costs identified during the pre-construction survey. All Make Ready Work costs will be identified during the multi-party survey walk. Licensee will be invoiced and required to pay for the Make Ready Work costs prior to any Make Ready Work being performed.

4. Licensee is responsible for all pre- and post-installation costs associated with inspections, interference avoidance, mitigation and resolution work.

III. CENTRAL HUDSON FACILITIES

1. Licensee may be granted permission to install its Wireless Facilities (Pole top antenna) on Central Hudson's electrical overhead distribution poles having secondary (low voltage) cables or guy poles only. Wireless Facilities will not be permitted on overhead distribution poles that have primary (high voltage) facilities and/or equipment. If an antenna is installed on a guy pole, a service extension will be required. All costs related to the service extension shall be Licensee's sole responsibility.

2. Licensee's antennae will be allowed on Central Hudson's Distribution Poles as per Standard E 01-08-070.1 and/or E 01-08-070.2, as they may be modified from time to time by Central Hudson (as set forth in Appendix 1 and Appendix 2 herein). Antennae will not be allowed on equipment poles (e.g., poles that have transformers, primary switches, or other Central Hudson communication equipment). The antenna may NOT be installed on a primary distribution pole, in the Communication Worker Safety Zone ("CWSZ"), as defined by the latest edition of the National Electric Safety Code ("NESC"), for ANY reason.

3. In the event that Central Hudson decides to install primary wire and/or equipment on a secondary pole having Wireless Facilities, Central Hudson will provide notice to Licensee to relocate the Wireless Facilities to an alternate secondary pole or guy pole, designated by Central Hudson. Licensee will have thirty (30) days to transfer its Wireless Facilities to the new secondary pole. In the event that Licensee does not comply with the thirty (30) day requirement, Central Hudson may shut down the Wireless Facilities, disconnect the service and remove the Wireless Facilities from the pole at Licensee's sole expense.

4. The permission granted is limited to selected secondary distribution poles, guy poles and selected primary poles where the antennas can be installed in the Communications Zone located in Central Hudson's Franchise Area. The license granted to Licensee is limited to the attachment of Wireless Facilities solely for the purposes of the operation by Licensee of its service, as more particularly described and authorized in its franchise(s) or other appropriate governmental authorizations, copies of which have been supplied to Central Hudson.

5. No property rights in poles are created pursuant to the Agreement. Licensee's rights in any pole shall be a mere license. Any license granted hereunder shall be non-exclusive and shall be subject at all times to the rights of Central Hudson and to any existing contracts, licenses, rights, permits, or privileges granted with respect to the attachments. Central Hudson retains the right to grant attachment or other rights of any nature to others.

6. Licensee may not make an attachment to any pole until Central Hudson grants a license for that specific attachment. The specific Central Hudson Facilities licensed to

Licensee shall be recorded on Exhibit A-1 (Application Attachment Sheet) of the Agreement.

7. Central Hudson shall not be obligated to maintain poles to which Licensee's Wireless Facilities have been attached beyond the time necessary for Central Hudson's own requirements.

8. Should Central Hudson and/or any other Joint Owner(s) of the pole determine to replace or relocate a pole to which Licensee's Wireless Facilities have been attached with a pole installed adjacent to the existing pole, it shall notify the other Licensee via the National Joint Use Notification System ("NJUNS") or successor program, when the pole is replaced and the replacement pole is available for transfer of attachments. Each Party will transfer its own attachments to the replacement pole, in accordance with parameters established by Case 08-M-0593, as it may be amended by the New York State Public Service Commission (the "Commission").

9. In the event Central Hudson plans to discontinue a pole on which Licensee's Wireless Facilities are installed without installing a replacement pole, it will give Licensee notice of such intent. Within thirty (30) days after receipt of such notice Licensee shall remove its Wireless Facilities from the pole to be discontinued. Licensee's license for use of the pole shall terminate upon removal of Licensee's Wireless Facilities or thirty (30) days after receipt of Central Hudson's notice, whichever comes first. Should Licensee fail to remove any Wireless Facilities after thirty (30) days' notice, Central Hudson may remove such Wireless Facilities at Licensee's cost and expense.

10. Where Central Hudson has an easement over a public or private right-of-way sufficiently broad under New York State Law to permit non-Central Hudson telecommunications or other Licensee 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 Wireless Facilities, the fully allocable cost of such effort shall be paid by Licensee. 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.

11. The Agreement must be fully executed and approved by all Parties prior to the multi-party survey walk.

IV. LICENSEE WIRELESS FACILITIES

1. All installations of Licensee's Wireless Facilities will be made in compliance with all applicable local codes, rules, laws and regulations including, but not limited to, the National Electrical Safety Code ("NESC") current edition, the Federal Communication Commission's ("FCC") OET Bulletin No. 65, Edition 97-01, the Commission and Central Hudson's specifications. Once Central Hudson has approved the antenna installations, Central Hudson will not allow changes or deviation in the original radio frequency ("RF")

parameters for the equipment unless RF analyses are repeated with new RF parameters, and RF parameters and analyses are submitted to Central Hudson for review and acceptance.

2. All Wireless Facilities, with the antennae located on the top of the secondary distribution or guy pole, shall be installed pursuant to Central Hudson Standard E 01-08-070.2, as may be modified from time to time by Central Hudson.
3. Approval drawings shall be submitted for all Wireless Facilities with the antennae located in the Communications Zone.
4. Upon request, Licensee shall meet with Central Hudson to physically review the proposed Wireless Facilities.
5. Licensee is responsible to submit load and wind calculations for poles where power supply/amplifier cabinet will be attached. The calculation will be for a fully loaded pole that will include: existing facilities attached to pole, the antenna, the power supply/amplifier cabinet, metering equipment with by-pass facilities and all associated cable. The power supply/amplifier cabinet will be limited to 50 pounds.
6. Upon request, Licensee will submit to Central Hudson an RF for review of potential radio frequency interference with Central Hudson's equipment. The report shall include the maximum input power at the base of the antenna, the antenna gain and effective isotropic radiated power ("EIRP") (all in dBm), as well as all calculations supporting Maximum Permissible Exposure ("MPE") and safe distances from Licensee radio equipment, per the latest editions of the FCC OET Bulletin 65 and ANSI Standard C95.1.
7. Licensee shall submit data and/or a report to demonstrate that the proposed equipment meets the FCC's RF exposure guidelines.
8. Commercial transceivers shall not be co-located with any Central Hudson communication facilities.
9. Commercial transceivers shall not be located within 660 ft. of a pole having Central Hudson communications equipment without a RF engineering analysis.
10. Commercial directional antennas within 1320 ft. or having line of sight to a pole with Central Hudson communications equipment shall not be directed towards this pole without an RF engineering analysis.
11. On a secondary (low voltage) or guy distribution pole where the antenna is mounted at the top of the pole, the installation shall comply with Central Hudson Standard E 01-08-070.2, as may be modified from time to time by Central Hudson.
12. If the existing pole must be replaced with a different pole to accommodate the minimum required clearances, the cost for the removal of existing pole, installation of new pole and the transfer of all attachments will be at Licensee's expense.

13. All Central Hudson Facilities with Licensee's Wireless Facilities shall have a warning sign installed on the power supply regarding RF emissions in accordance with IEEE C95.2-1999 and FCC OET-65 Bulletin (or latest editions). Licensee shall also supply, install, and maintain a sign or label to be permanently placed on both the bottom and door of the power supply/equipment cabinet which contains the name of Licensee and an active 24/7 contact phone number that is visible from ground level.

14. Electric utility service to Licensee's power supply/amplifier cabinets will be provided pursuant to Central Hudson's Electric Tariff, PSC No. 15 – Electricity, in addition to the Wireless Facilities Attachment Agreement, the Operating Procedures and the Standard Terms and Conditions.

15. The power supply/amplifier cabinet must be equipped with an external physical pad-lockable cut-off (disconnect) switch, that will cut-off AC power to the equipment/power supply/amplifier cabinet as well as any backup power supply, deactivating the antenna in the event that Central Hudson crews or third party attachers need access to the Communication Zone or are required to perform work within 6 feet of any antenna. The cut-off switch will be required to be shut off and locked before performing any work as stated above. Additionally, the equipment/power supply/amplifier cabinet shall be equipped with an external indicator light that will be utilized to indicate that the power to the cabinet/antenna has been shut down and that the antenna is de-energized. The external indicator light shall be clearly visible from the ground and the disconnect shall be clearly labeled "ANTENNA DISCONNECT."

16. Licensee shall install a transfer switch for standby power in the event of loss of utility power.

17. Licensee shall install a driven ground rod or rods pursuant to Central Hudson Standard E 01-08-070.1 and Central Hudson Standard E 01-08-070.2, as may be modified by Central Hudson.

18. Licensee shall maintain on a 24-hour, seven day a week basis, a staffed telephone number in the event emergency work needs to be performed at the antenna site. Staff at the 24/7 telephone number must be able to provide complete and adequate emergency services, consisting of appropriate equipment and trained personnel sufficient to assure a prompt response to requests or directions by Central Hudson that Licensee's equipment be immediately removed, altered, adjusted, turned off, or repaired to accommodate any emergency conditions that may arise.

19. For routine scheduled (non-emergency) work that may be required on a pole with an antenna installation, Central Hudson will notify Licensee in advance that the antenna will be de-energized prior to starting work on a pole. Central Hudson will notify Licensee once the work has been completed and the antenna is energized.

V. PRE-SURVEY AND FIELD VERIFICATION

1. No attachments of any nature shall be placed upon any pole by Licensee unless written application for a license shall have been made and granted. Licensee shall request attachment to Central Hudson Facilities by completing the pre-survey walk sheet listing the location(s) of the poles requested for Licensee's Wireless Facilities. All incomplete pre-survey walk sheets will be returned to Licensee.

2. Upon receipt of the written application and associated application fees, Central Hudson shall study the feasibility of the proposed installation. All documents required under Section IV of these Operating Procedures must be submitted to Central Hudson before the pre-survey walk and review can begin. Central Hudson's study may include, among other things, meeting(s) with Licensee to review proposed equipment, surveys, physical inspections and technical and other engineering work. Any potential availability of Central Hudson Facilities is preliminary only and is subject to field verification. Field verification shall be jointly conducted by Central Hudson and Licensee and shall include other attachers to the Central Hudson Facilities requested by Licensee. Whether or not the attachment is ultimately made, Licensee shall reimburse Central Hudson for the cost of any engineering work or analysis, and/or administrative work performed.

3. Additional third party attachers may be attached to Central Hudson poles pursuant to other agreements. Central Hudson will provide Licensee with contact information of additional attachers currently on Central Hudson Facilities requested by Licensee. Licensee is responsible for contacting third party attachers and coordinating the multi-party walk with Central Hudson, any other owner of the poles, and other third party attachers that may want to participate on the survey walk.

4. It is Licensee's responsibility to notify all third party attachers on the pole that wireless facilities will be installed on the pole. Additionally, it will be Licensee's responsibility to provide RF information to third party attachers.

5. The use of Central Hudson Facilities for the installation of Wireless Facilities shall be determined at Central Hudson's sole discretion. If Central Hudson determines that the pole is available, it shall undertake to perform any Make Ready Work required to make Central Hudson's Facilities available for Licensee's attachments. Make Ready Work shall include, but not be limited to, reinforcement, adjustment, reconstruction, anchoring, guying, installing pole top extension, protection, inspections during construction, and a subsequent inspection of Licensee's construction work ("Post-Construction Survey"), but shall exclude the pro-rata cost of any work required to bring Central Hudson Facilities up to its own specifications.

6. If it is determined during the multi-party survey walk that the pole needs to be replaced, the cost to replace the pole and the transfer of existing attachments shall be at Licensee's expense.

7. Central Hudson personnel or Central Hudson approved and qualified contractors will perform installation of antennas and the associated cable from the top of the pole to the Communications Zone. No special tools or skills shall be required for Central Hudson

personnel to attach coaxial/fiber optic and ground cable to the antenna. If special skills or tools are required to perform this work, Licensee shall perform connection to the antenna on the ground before the antenna is installed by Central Hudson. Licensee and/or Licensee's contractor shall install all other equipment in the telecommunications zone, as well as the power supply/amplifier cabinet equipped with a RF cut-out switch or a separate supply/battery disconnect switch and metering equipment. Licensee shall be responsible for the coordination of the field meet between Licensee's contractor and Central Hudson. In the event that Licensee's contractor does not show for the scheduled field meet, the cost of the Central Hudson crew for the time spent at the location will be Licensee's responsibility.

8. Any and all work performed by Licensee that is in the CWSZ or in Central Hudson's Electric Zone on the Distribution Poles, which is required or permitted pursuant to this Agreement, must be performed by a verifiable OSHA qualified Journeyman Lineman per OSHA Regulation 1910.269. No exceptions. Licensee must submit qualifications for any such Lineman to Central Hudson at least two (2) weeks prior to commencement of such work. If Licensee's personnel are to perform work in Central Hudson's Electric Zone on the Distribution Poles, Licensee must certify to Central Hudson that the Qualified Journeyman Lineman under OSHA Regulation 1910.269 is also qualified to work at voltages equal to or greater than 600 volts.

9. If Licensee elects to utilize a qualified contractor, as described above in Section V, Paragraph 8, for the installation of Licensee's Wireless Facilities, Licensee will need Central Hudson's prior approval. Licensee will be responsible for Central Hudson's administrative and inspection costs associated with the oversight of Licensee's contractor.

10. Central Hudson will prepare an invoice of the charges for Make Ready Work, which shall be billed and paid in advance within thirty (30) days of receipt. Make Ready Work (including, any associated design work) will not commence prior to receipt of payment.

11. Central Hudson has no present plans to employ any outside contractor to perform Make Ready Work. However, if Central Hudson should do so, Licensee shall pay an amount equal to the contractor's fees plus a premium of 10% in lieu of Central Hudson's unit costs. Any contract shall be awarded in accordance with Central Hudson's usual practices and in consultation with Licensee. Central Hudson shall make available copies of all written contracts and work orders pertinent to Make Ready Work performed by the contractor.

12. During the pre-survey walk, the Central Hudson representative will determine at which location(s) Licensee's Wireless Facilities and metering equipment can be installed. In order to have the service connections made, a Commercial Electrical Data Form is required to be completed by the contractor and Licensee. In addition, no service will be provided without a certificate of electrical inspection. It will be Licensee's or its contractor's responsibility to ensure that the metering equipment with by-pass facilities, and power supply/amplifier cabinets are installed according to applicable codes. In addition, Licensee or its contractor must submit a certification by a licensed Professional Engineer that the installation meets all applicable codes. If there are no inspection and/or reporting requirements in any municipality, Licensee or its contractor must submit a

certification by a licensed Professional Engineer that the installation meets all applicable codes and Central Hudson requirements and specifications.

13. If Licensee decides not to proceed with a proposed attachment, it shall so notify Central Hudson in writing and the application relating thereto shall be deemed canceled. If Licensee decides to proceed with a proposed attachment, it shall so notify Central Hudson in writing within thirty (30) days of the submission of the statement of Make Ready Work. Failure to notify Central Hudson within thirty (30) days of the submission of the statement of Make Ready Work shall be deemed equivalent to a notice not to proceed.

14. Central Hudson will accept applications for the right to use space on Central Hudson Facilities on a first come first served basis and will attempt to satisfy the requests in the priority order that they were received. Priority order will be established based on the business day the completed application is received. Central Hudson shall advise a Licensee who submits an incomplete application within five (5) business days after receipt of the application of the information and/or documents that must be submitted in order for the application to be considered "complete." Such notice shall not itself be considered a denial of the application. When applications are received through electronic mail, the time of receipt will further dictate the priority order.

VI. LICENSES, RECORD KEEPING AND REPORTING REQUIREMENTS

1. Licensee shall not attach Wireless Facilities to Central Hudson Facilities until Central Hudson notifies Licensee that all Make Ready Work is complete and upon which time, Central Hudson's Real Property Services Department will issue a license for the attachments. If Licensee fails to install its Wireless Facilities within six (6) months of receiving a license to attach, Central Hudson may rescind the license. No refunds will be issued for any costs incurred prior to rescission.

2. As construction, installation or maintenance activity is completed, "As Constructed Drawings" showing Licensee's Wireless Facilities shall be prepared by Licensee and provided to Central Hudson.

3. Licensee is required to maintain a copy of all licenses granted by Central Hudson to Licensee for Wireless Facilities located on Central Hudson Facilities.

4. Licensee may request removal of attachment(s) or rescission of a license by submitting written request to Central Hudson's Real Property Services Department. All costs associated with the removal of Licensee's Wireless Facilities are at Licensee's expense.

5. Licensee shall adhere to the principles set forth in Central Hudson's Interference Specification RF-002 for design, deployment and operations of its wireless infrastructure to avoid causing interference that degrades the performance of Central Hudson's critical wireless systems. In the event that at any time Central Hudson's communication systems are adversely affected by RF interference caused by Licensee's wireless infrastructure, Licensee is required to follow the procedures and implement the remedies for eliminating or mitigating the interference as set forth in Interference Specification RF-002. Licensee

shall take such further precautions and measures to avoid interference with Central Hudson's systems as Central Hudson may require. If the interference or disruption cannot be stopped within seven (7) days (or such shorter period as required by Central Hudson), the Wireless Facilities causing the interference or disruption will be shut down and disconnected until such interference or disruption is corrected.

6. Consistent with FCC recommendations, Licensee shall submit to Central Hudson's Real Property Services Department on a semi-annual basis, Licensee's antenna maintenance program that will outline how the antenna will be maintained and how Licensee ensures that RF energy levels, being emitted from the antennas are within FCC exposure guidelines. In addition, on an annual basis, the physical condition of the antenna will be inspected to check for degradation. Results and written verification shall be submitted to Central Hudson's Real Property Services Department. Licensee must notify Central Hudson if it makes changes to either the equipment or the equipment's operating characteristics (e.g., maximum power input into the transmitter).

The maintenance log and all pre-survey documentation will be mailed to:

Central Hudson Gas & Electric
Attn: Real Property Services
284 South Avenue
Poughkeepsie, NY 12601

VII. CONSTRUCTION, INSTALLATION AND MAINTENANCE CRITERIA

1. Licensee shall provide Central Hudson with its proposed construction schedule ten (10) business days in advance of start of any work. Licensee shall provide its work crew with an operable cellular phone or other acceptable communications equipment to allow immediate notification to Licensee field forces should it become necessary for Central Hudson to suspend operations. Licensee shall provide Central Hudson with the cellular phone number or other contact information.

2. Safeguards in Work. With regard to any work performed by Licensee or its contractor, Licensee, at its expense, shall comply with the following:

A. Licensee shall provide and maintain, at its own expense, safe and sufficient entrance and exit ways, walkways, platforms, barricades, warning lights, scaffolds, ladders, runways for concrete carriers, hoists and all equipment, apparatus and appliances necessary or proper for carrying on the work safely; shall not load any of the foregoing items or any part of any structure or equipment with a weight that will make it unsafe; shall make and keep the place of work and the ways and approaches thereto well lighted, safe and free from avoidable danger, taking into account, without limitation, local conditions; and shall mark any faulty items "unsafe" until repaired or replaced.

B. Licensee shall strictly observe safety requirements of applicable federal, state and municipal laws and regulations, including, without limitation, the Federal Occupational Safety and Health Act. Licensee shall cause all equipment and structures,

the place of work and the ways and approaches thereto to meet the requirements of all public authorities. Licensee shall comply with the requirements of and recommendation in the latest edition of the "Manual of Accident Prevention in Construction," published by The Associated General Contractors of America, to the extent that such provisions are not inconsistent with other provisions of this Operating Procedure or applicable laws or regulations. Licensee shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time from work arising in connection with performance of the work.

C. Central Hudson may inspect Licensee's Wireless Facilities on the Central Hudson Facilities and the installation, construction or maintenance work at any time. Licensee is responsible for all costs associated with Central Hudson's inspections. If, in the opinion of Central Hudson's authorized representative, such facilities or work or conditions created are unsafe or fail to comply with these Operating Procedures, the Agreement or applicable laws or regulations, Central Hudson may stop the work until such practices and conditions are corrected or take any other action detailed in the Agreement. Central Hudson shall have no liability for any matter arising from or relating to any such work stoppage.

D. Licensee shall be responsible for any failure or neglect on its or its contractor's or subcontractor's part to perform the obligations contained in this Paragraph 2, and shall defend, indemnify and hold Central Hudson harmless against any liability resulting in whole or in part from such failure or neglect.

3. Performance of Work. With regard to any work performed by Licensee and/or its contractor, Licensee, at its expense, shall comply with the following:

A. Licensee shall perform the work in good workmanlike manner, in accordance with best-accepted practices in the industry and the directions of Central Hudson as any may be given from time to time. Licensee shall provide a full time on-site representative who shall be deemed to have full authority to act for Licensee. Licensee's representative shall be fluent in English and in the language or languages spoken by the persons performing all work. The continuance of this individual in that role will be subject to the continuing approval of Central Hudson.

B. All equipment, tools, other construction aids and materials utilized by Licensee's contractor shall be of high quality and in good working order. If, in the opinion of Central Hudson, any of Licensee's contractor's equipment, supplies, tools, other construction aids or materials are unsafe or inadequate, Licensee shall remove such items from the site immediately and replace them with safe and adequate substitutes at Licensee's and/or its contractor's expense. Licensee shall be fully and solely responsible for and shall safeguard its equipment, tools, supplies, other construction aids and materials at all times. Licensee shall provide adequate storage for all such items used in connection with the work.

C. The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances. Adjacent private properties shall not be entered or

used for any such purpose without the written consent of the property owners.

D. Fire hydrants and stop valves adjacent to the work shall be kept clear and readily accessible to fire apparatus, and no material or other obstruction shall be placed, parked or stored within fifteen (15) feet of any hydrant or stop valve (or a greater distance if required by local law, rule or regulation). Licensee shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and surrounding area free from burnable trash and debris, and shall exercise every precaution against fire.

4. Protection of Persons Work and Property. With regard to any work performed by Licensee or its contractor, Licensee, at its expense, shall comply with the following:

A. In the course of performing the work, Licensee shall at all times exercise every reasonable precaution to protect persons and property and items of work. Licensee shall, at its own expense, design, furnish, and erect such barricades, fences and railings, give such warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper. Licensee shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Fire alarms, extinguishing equipment and water lines shall be continually inspected by Licensee and shall at all times be accessible and ready for immediate use.

B. Licensee shall, while on or about the site of work, observe and comply with all fire, safety, hazard, "No Smoking," and all other rules and regulations heretofore or hereafter prescribed by Central Hudson. Construction Personal Protective Equipment ("PPE") shall be worn at all times in the work area.

C. Licensee shall comply with all reasonable requests of Central Hudson to enclose or specially protect work, property or persons. If Central Hudson determines that work, property or persons are not adequately protected after any such requests, then it may, without prejudice to any other rights it may have hereunder or under applicable law, order an immediate suspension of the work or take such steps as it deems necessary to protect work, property or persons. Central Hudson shall have no liability for any matter arising from or relating to any such work suspension.

D. Licensee shall provide at the construction site such equipment and medical facilities as are necessary to supply first aid service to any persons who may be injured in the course of performance of the work and shall have standing arrangements for the removal and hospital treatment of such persons. If any person on account of any accident makes any claim, Licensee shall promptly report it in writing to Central Hudson, giving full details of the claim.

E. If in the reasonable opinion of Licensee greater precautions than those required herein or directed by Central Hudson are advisable, Licensee shall implement such precautions. In the event of an emergency threatening injury to persons or damage to property, Licensee shall take all necessary action immediately and shall promptly

notify Central Hudson thereof.

F. Licensee is required to ensure that all vehicles, including those of contractors and suppliers, used in the performance of work are maintained in good working condition and are not leaking any fluids. Particular attention is to be paid, without limitation, to hydraulic systems on each vehicle. The driver must immediately notify a Central Hudson authorized representative in the event of a leak or spill from a vehicle or container carried on a vehicle while at the job site. The driver must wait for instructions before moving the vehicle unless field conditions require it, and then, only to the nearest safe point. The driver will be required to eliminate the leak or spill before leaving the job site. Licensee shall be required to reimburse Central Hudson for all costs associated with the cleanup of leaks and spills.

G. Licensee shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the public, the progress of Licensee's work or the work of others and clean up and remove all refuse, rubbish, scrap materials, and debris so that at all times the work site shall present a neat, orderly and workmanlike appearance. If, in the opinion of Central Hudson, Licensee has failed to comply with any provisions of this Paragraph 4(G), Central Hudson may order any or all of the work suspended until the conditions are corrected. Central Hudson shall have no liability for any matter arising from or relating to any such work suspension.

H. Should it reasonably appear to Central Hudson, whether as a result of inspections and tests or otherwise, that any part of the work is not suitable or of good quality, or fails to conform to applicable requirements, Central Hudson, without any liability to Licensee, shall have the option to:

(i) stop the continuation of such work (without any liability for any matter arising from or relating to such work stoppage); and

(ii) require Licensee to reconstruct, replace or correct the applicable work and remedy any damage to property of Central Hudson and others occasioned by such work or the materials, methods or processes employed in connection therewith; or

(iii) perform, or have performed by another, all work that is not suitable or of good quality or fails to conform to applicable requirements, at Licensee's expense.

5. Safety, Environmental and Training. With regard to any work performed by Licensee and/or its contractor, Licensee or and/or its contractor, at its expense, shall comply with the following:

A. Material Safety Data Sheets ("MSDS") for all materials, chemicals and hazardous substances to be used in any construction, installation or maintenance activity by Licensee or its contractors must be submitted to Central Hudson upon request, and at least thirty (30) days prior to construction, installation or maintenance.

B. Licensee must submit to Central Hudson a Health and Safety Plan ("HASP") for all work planned on Central Hudson Facilities. These plans must be

submitted at least thirty (30) days prior to start of construction. Work cannot commence until Central Hudson receives these plans. In the event that a Distribution Pole is located within an environmentally sensitive area or abuts or is close to an environmentally sensitive area, it shall be Licensee's responsibility to perform an environmental impact review and prepare an Environmental Management and Construction Plan ("EM&CP"). Any costs associated with the environmental impact review and EM&CP are the responsibility of Licensee. Licensee has the option of selecting a different location to avoid environmentally sensitive areas.

C. Licensee shall be responsible for all costs relating to any removal, management, and/or disposal of any waste generated on or about Central Hudson property in connection with any construction, installation, maintenance, or operation of Licensee's Wireless Facilities. If Licensee or its contractors violate any environmental laws, rules or regulations, Licensee will be responsible for any and all costs and penalties including those relating to the required clean up, abatement, remediation, removal, management or disposal costs. Licensee and its contractors will be prohibited from performing any further work on Central Hudson Facilities until they demonstrate that they have properly corrected their operations. Repeat violations may result in Licensee and/or its contractors being prohibited from doing any further work on Central Hudson Facilities.

6. Maintenance Practices. When performing maintenance work on existing Wireless Facilities in the Communications Zone, in addition to the requirements stated previously, Licensee will be required to abide by the following:

A. If Licensee and Central Hudson need access to the same Central Hudson Facility, Central Hudson has priority when Central Hudson system problems are involved. If Central Hudson is performing non-emergency work and Licensee has repairs to be made, Licensee generally will be given priority. During Central Hudson emergencies, reasonable efforts will be made to accommodate repair work by Licensee.

B. If, within any time period herein provided, Licensee shall fail to make a change in its plant required by Central Hudson or shall fail to remove any attachments upon cancellation of any license or upon termination of this Agreement, Central Hudson shall have the right to make the changes or effect the removals, at Licensee's sole cost and expense. In case of emergency or service needs of Central Hudson, Central Hudson may perform the work without written notice to Licensee or upon such other notice as Central Hudson deems reasonable in the circumstances.

C. Licensee shall, at its own cost and expense, maintain all of its attachments in safe condition and in thorough repair and shall, upon notification by Central Hudson, correct any substandard conditions within thirty (30) days. All tree trimming necessitated by Licensee's Wireless Facilities shall be performed by Central Hudson at the sole cost of Licensee.

D. Licensee is responsible for the timely repair, relocation or replacement of its own Wireless Facilities when such work is required as the result of circumstances beyond anyone's control, including but not limited to storms, vehicular accidents, or public work projects.

E. Licensee shall exercise special precautions to avoid damage to Central Hudson Facilities and Central Hudson's equipment and property or the equipment and property of any other owner of the poles or other licensees, and Licensee hereby assumes full responsibility for any and all loss from such damage, caused by the acts, omissions or facilities of Licensee or its agents. Licensee shall make an immediate report to Central Hudson of the occurrence of any damage and shall reimburse the appropriate owner of the affected facilities for any expenses incurred in making repairs.

F. Licensee shall not make additions to, or changes in the location of, its attachments without the prior written consent of Central Hudson, except in the case of emergency or due to the requirement to continue service to the public. Central Hudson's consent will not be unreasonably withheld or delayed.

G. Central Hudson may inspect Licensee's Wireless Facilities whenever, in its sole judgment, conditions may warrant. The inspections shall not relieve Licensee of any obligation or liability under the Agreement.

7. Termination and Removal. Upon termination of the Agreement, or cancellation of any licenses, Licensee shall comply with the following:

A. Licensee shall remove its Wireless Facilities within thirty (30) days (or, in the case of a hazardous situation, within such shorter periods as seems practical to Central Hudson in the circumstances) after the effective date of termination or cancellation or such shorter period as is herein otherwise provided.

B. If Licensee fails to remove its Wireless Facilities within thirty (30) days, Central Hudson shall have the right to make the changes or effect the removals, at Licensee's sole cost and expense.

C. If Central Hudson removes any of Licensee's Wireless Facilities, Central Hudson may hold the equipment as security for the payment of any sums due under the Agreement, sell the equipment at public or private sale upon notice to Licensee, turn the equipment over to Licensee or do any combination of these things. If Central Hudson sells any of Licensee's equipment, it shall apply the proceeds to pay sums due under the Agreement and shall pay any balance to Licensee.

VIII. PUBLIC INFORMATION AND THIRD PARTY INQUIRIES

1. Licensee shall, at its sole cost and expense, maintain and provide Central Hudson with a telephone number, e-mail address and mailing address to which Central Hudson can refer any and all public inquiries (including but not limited to governmental, media and the general public) concerning Licensee's Wireless Facilities. All public inquiries or complaints concerning Licensee's Wireless Facilities shall be promptly responded to. Claims of damages and/or interference by third parties concerning Licensee's Wireless Facilities are subject to Section 4 and Section 5 of the Standard Terms and Conditions for Wireless Facilities (annexed to the Agreement as Exhibit D).

2. Licensee shall take reasonable measures to notify the surrounding community, prior to the installation of any Wireless Facilities, of the work and installations proposed for that community.

3. Licensee shall promptly respond to all environmental, health, safety and interference inquiries of other third party licensees/attachers to Central Hudson Facilities. Licensee shall provide notification to all third party licensees/attachers of its intent to install Wireless Facilities on Central Hudson Facilities. Central Hudson will provide a mailing list of all other third party licensees/attachers.

IX. PERFORMANCE BY CENTRAL HUDSON OR ITS CONTRACTORS

Central Hudson shall not be liable to Licensee for any failure by Central Hudson or its contractors to perform or for any delay by Central Hudson or its contractors in performing any responsibility or obligation referenced in these Operating Procedures or any other responsibility or obligation relating to the construction, installation, operation or maintenance of Licensee's Wireless Facilities.

X. SPECIAL PROVISIONS

1. Any license granted to Licensee is at all times subordinate to Central Hudson's statutory duty to supply uninterrupted electric service to its consumers. If at any time, in the sole judgment of Central Hudson, its ability to fulfill its statutory public service duty may be threatened by reason of Licensee's Wireless Facilities or of the Agreement, Licensee shall immediately comply with any request of Central Hudson to remove or alter its Wireless Facilities, or other conditions, that so threaten Central Hudson's ability.

2. Licensee warrants and represents to Central Hudson that it shall specifically and adequately warn all its field personnel of the dangers inherent in electrical conductors before any personnel are permitted to perform any work near any Central Hudson Facilities. The warning shall be given to Licensee's field personnel both orally and in writing. All warnings must be given in English and the language(s) of Licensee's field personnel. The written warning shall be prepared in duplicate, with one copy retained by Licensee and the other by Licensee's field personnel, acknowledging receipt of both written and oral warnings. The written warning shall be made available for inspection by Central Hudson at any time inspection may be requested.

3. References in these Operating Procedures shall be construed in the sole discretion of Central Hudson, which is not to be judged by any standard of reasonableness or any other similar standard.

4. Any approval by Central Hudson of any documents, work, materials, equipment, designs, or other act or thing done or furnished by Licensee or its contractors shall be construed merely as indicating that at the time of approval Central Hudson was not aware of any reason for objecting, and no such approval shall release Licensee or its contractors from any responsibility.

Central Hudson Gas & Electric Corporation
Issued and Effective July 1, 2016
Standard Terms and Conditions For
Wireless Facilities

SECTION 1:
TAXES

Licensee shall bear all responsibility for any and all federal, state and local income, sales, use, excise, occupations, franchise, property, gross receipts, privilege, transfer, unincorporated business and other taxes that may be applicable to Licensee's Wireless Facilities and other installations owned by Licensee and located in, on, over or through the Central Hudson Facilities, and for all federal, state and local taxes, contributions, and premiums imposed upon or measured by Licensee's payroll. Licensee's obligation to pay the amounts due under this section, if any, shall survive the expiration or termination of this Wireless Attachment Agreement. Licensee is not responsible for any income taxes assessed directly against Central Hudson for income derived from the License Fees.

SECTION 2:
PERMITS, CODES, LAWS AND REGULATIONS

- A. Licensee shall, at its expense, obtain and maintain all governmental and non-governmental franchises, consents, easements, permits, authorizations, and approvals required for the construction, installation, operation, repair and maintenance of Licensee's Wireless Facilities in, on, over or through the Central Hudson Facilities for the Permitted Use ("Approvals") and, upon request, must provide copies of same to Central Hudson before such construction, installation, operation, maintenance or repair, as applicable.
- B. If applicable law requires that Central Hudson execute applications for an Approval or documentation related to such applications, Licensee, at its expense, shall prepare such applications and documentation for review by Central Hudson (which review shall be conducted at Licensee's expense) and, if the applications and documentation meet with Central Hudson's approval (which approval shall not be unreasonably withheld), Central Hudson shall cause its authorized representative to execute such applications of documentation. Licensee, at its expense, shall make such corrections or amendments to such applications and documentation as Central Hudson reasonably may request.
- C. Licensee shall comply with all federal, state, and local laws, executive orders, regulations, ordinances, rules, and safety codes, and Central Hudson requirements, procedures, policies and engineering specifications applicable to the Central Hudson Facilities, the Permitted Use, or the construction, installation, operation, repair and maintenance of Licensee's Wireless Facilities, including, without limitation, all

applicable federal, state, and local environmental laws, orders, regulations, ordinances, rules, codes, and Central Hudson environmental requirements and procedures (including but not limited to those pertaining to air pollution, water pollution, management, removal, or disposal of toxic substances (including asbestos), hazardous substances, flammable substances, hazardous waste, oily waste and solid waste, pesticides, and protection of wetlands and wildlife).

- D. Licensee shall be responsible for obtaining from private and/or public authority any necessary easement, right of way, license, permit, permission, certificate or franchise to construct, operate and/or maintain Licensee's Wireless Facilities in or on public and private locations where Licensee's Wireless Facilities enter the Central Hudson Facilities. Central Hudson does not warrant the validity or apportionability of any rights it may hold to place Licensee's Wireless Facilities on private property.

SECTION 3:

TITLE TO LICENSEE'S FACILITIES; REMOVAL OF LICENSEE'S FACILITIES

- A. Subject to the terms of this Wireless Attachment Agreement, Licensee shall retain title to all portions of the Licensee's Wireless Facilities.
- B. All portions of Licensee's Wireless Facilities shall be capable of removal at any time, including upon the termination of this Wireless Attachment Agreement. Unless otherwise agreed to in a writing signed by both parties, within thirty (30) days after the termination of this Wireless Attachment Agreement for any reason and at Licensee's expense, Licensee's Wireless Facilities shall be removed from the Central Hudson Facilities and the Central Hudson Facilities shall be restored to substantially the same condition as existed prior to the construction, installation, operation, repair and maintenance of Licensee's Wireless Facilities therein, thereon, there over, or there through.

SECTION 4:

INSURANCE

- A. In furtherance of the indemnification obligation set forth in this Wireless Attachment Agreement, 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:
 - (i) 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

Exhibit D: Standard Terms and Conditions

\$1,000,000 Bodily Injury by Disease (Policy Limit). If leased employees are used, the Licensee's insurance policy must include an Alternate Employer's 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.

- (ii) 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.
- (iii) 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.
- (iv) 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.

- B.** 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 4(A) 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.

- C. Licensee shall exercise special precautions to avoid damage to Central Hudson Facilities, Joint Owner facilities, and facilities of other third parties, on Distribution 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.
- D. Licensee shall cause the following provisions to be a part of any contract with any contractor hired by Licensee to perform work relating to the construction, installation, maintenance, or operation of Licensee's Wireless Facilities and shall cause any such contractor who hires a subcontractor to cause the following provisions to be a part of any subcontract which provisions: (i) require such contractors and subcontractors to procure and maintain, without expense to Central Hudson, the same insurance as Licensee is required to procure and maintain by this Wireless Attachment Agreement; (ii) require such contractors and subcontractors to name Central Hudson and any other owner of the pole as additional insureds on such insurance policies to the same extent that Central Hudson is required to be named as an additional insured on the policies required to be procured and maintained by Licensee pursuant to this Agreement; and (iii) expressly state that such insurance and additional insured requirements are also for the benefit of Central Hudson and any other owner of the pole.
- E. Annually, Central Hudson shall have the right to amend the insurance requirements and increase the monetary limits contained in this Section. Any changes in the amount of insurance required shall be made on a commercially reasonable basis. At Licensee's request, Central Hudson will provide justification for any increase that exceeds by ten percent (10%) the monetary limits previously required under this Section for that insurance immediately before such increase.

SECTION 5:

INDEMNIFICATION; RELEASE; WAIVER; LIMITATION OF LIABILITY

- A. 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 Wireless Facilities on, to, upon, and/or connected to Central Hudson Facilities and/or Distribution 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 Wireless Facilities to, on, or upon Central Hudson Facilities and Distribution Poles, whether permitted pursuant to this Wireless Agreement and/or an unauthorized attachment; and/or by reason of any violation of the Standard Terms and Conditions, Operating Procedures, Approvals, 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 Wireless 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 Wireless 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 Wireless Agreement for any reason.

- B.** 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.

SECTION 6:
DAMAGE AND DESTRUCTION

- A.** Without limitation of Section 5, to the extent that any portion of Licensee's Wireless Facilities or the Central Hudson Facilities shall be damaged or destroyed during the Term by any cause other than the gross negligence or willful misconduct of Central Hudson, such damage or destruction shall be promptly repaired or replaced at Licensee's expense if the damage is to Licensee's Wireless Facilities and at Central Hudson's expense if the damage is to the Central Hudson Facilities unless such damage or destruction was the result of Licensee's negligence. In the event the damage or destruction was the result of Licensee's negligence, the damage or destruction to Licensee's Wireless Facilities and the Central Hudson Facilities shall be repaired or replaced at Licensee's sole expense and in neither event shall there be an abatement or reduction in the Attachment Rate charges to be paid or provided to Central Hudson hereunder.
- B.** To the extent that (i) any portion of Licensee's Wireless Facilities or the Central Hudson Facilities is materially damaged or destroyed during the term of this Wireless Attachment Agreement by the gross negligence or willful misconduct of Central Hudson during the Term, such damage or destruction shall be promptly repaired or replaced at Central Hudson's sole expense. Licensee's obligation to pay the Attachment Rate charges applicable to any portion of the Central Hudson Facilities which is made unusable for the Permitted Use by such damage or destruction shall be suspended until such portion of the Central Hudson Facilities is again useable for the Permitted Use. Such obligation to promptly repair or replace and such suspension of Licensee's obligation to pay the Attachment Rate charges shall be the sole and exclusive remedy of Licensee against Central Hudson arising from, relating to, or connected with any damage to or destruction of Licensee's Wireless Facilities or the Central Hudson Facilities.

- C. To the extent that any other Central Hudson property is damaged or destroyed by the act or omission of Licensee and such act or omission to act is related to or arises out of Licensee's Wireless Attachment Agreement with Central Hudson or Licensee's occupancy of the Central Hudson Facilities, Licensee shall cause said property to be repaired or replaced at Licensee's sole cost and expense.
- D. Notwithstanding anything to the contrary in Paragraphs A, B or C of this Section 6 proceeds from the insurance required by this Wireless Attachment Agreement on account of damage or destruction to the Central Hudson Facilities or Licensee's Wireless Facilities or other Central Hudson property shall be applied to the cost of repairing or replacing such damage or destruction and the party responsible for bearing the cost of such repair or replacement only shall be responsible for such cost to the extent it exceeds such insurance proceeds.

SECTION 7:

CONDEMNATION: OTHER LEGAL REQUIREMENTS

- A. To the extent that any portion of the Central Hudson Facilities shall be taken under the power of eminent domain ("Taken Portion"), commencing with the date that Central Hudson yields possession to the condemning authority of the Taken Portion, the license fee applicable to the Taken Portion and any portion of the Central Hudson Facilities rendered unusable for the Permitted Use shall not be paid and Central Hudson shall endeavor in good faith to provide, on terms reasonably acceptable to Central Hudson, and Licensee shall endeavor in good faith to obtain, on terms reasonably acceptable to it, the use of property of others as a substitute for such unavailable Central Hudson Facilities.
- B. If any portion of the Licensee's Wireless Facilities shall be taken under the power of eminent domain, as of the date that Licensee yields possession of such portion to the condemning authority, Licensee shall be relieved of the obligation to pay Central Hudson the Attachment Rate charges applicable to such portion so taken. In the event that such a taking results in such a portion of the Central Hudson Facilities not being available for the Permitted Use and replacement, in kind of the portion of Licensee's Wireless Facilities so taken, Central Hudson shall endeavor in good faith to provide, on terms reasonably acceptable to Central Hudson and the Licensee, other Central Hudson property as a substitute for such unavailable Central Hudson Facilities and Licensee shall endeavor in good faith to obtain, on terms reasonably acceptable to it, the use of property of others as a substitute for such unavailable Central Hudson Facilities.
- C. Each party shall notify the other in writing promptly after it learns that any eminent domain taking of any portion of Licensee's Wireless Facilities or the Central Hudson Facilities is threatened.

- D.** All compensation awarded for any taking of the Central Hudson Facilities or any portion thereof by power of eminent domain shall belong to Central Hudson; provided, however, that nothing contained herein shall prevent Licensee from applying (if permitted by law) for reimbursement from the condemning authority for any expense it suffers relating to or arising from any such taking, including but not limited to, any expense related to any obligation of Licensee that arises from such taking for the removal, alteration, relocation, repair, installation or construction of any portion of Licensee's Facilities, but only if such application will not reduce the amount of the award or other compensation otherwise recoverable from the condemning authority by Central Hudson.
- E.** All compensation awarded for any taking of Licensee's Facilities or portion thereof by power of eminent domain shall belong to Licensee, including but not limited to any expense related to or arising from any such taking, including but not limited to any expense related to any obligation of Licensee that arises from such taking for the removal, alteration, relocation, repair, installation or construction of any portion of Licensee's Facilities, but only if such application will not reduce the amount of the award or other compensation otherwise recoverable from the condemning authority by Central Hudson.

**SECTION 8:
TERMINATION FOR BREACH**

If a party breaches a material term or condition of this Wireless Attachment Agreement, the non-breaching party may terminate this Wireless Attachment Agreement after at least 30 days has expired since it has given the breaching Party written notice of the nature of the breach and its intention to terminate, provided that the breaching party does not cure the claimed breach within such 30 day period or within such longer period as may be provided in the written notice from the non-breaching party. If the breach has not been cured within such 30 day period or within such longer period as may be provided in the first written notice from the non-breaching party, the non-breaching party may send a second written notice to the breaching party notifying the breaching party that this Agreement, or the applicable portions thereof, is terminated. Notwithstanding the foregoing, Central Hudson may terminate on shorter notice than provided above and/or without any opportunity by Licensee to cure if Licensee's Wireless Facilities interfere with Central Hudson's Public Utility Purposes. For purposes of this Wireless Attachment Agreement, breach of a material term or condition by Licensee shall include, but not be limited to:

- i) Any breach of a condition or obligation for which this Wireless Attachment Agreement states that Licensee's occupancy may be terminated;
- ii) Failure by Licensee to pay the Attachment Rate charges, late payment charges and any other applicable charges, in accordance with the terms of the Wireless Attachment Agreement;

- iii) Licensee's Wireless Facilities being constructed, installed, operated, repaired or maintained in violation of any law or in aid of any unlawful act or undertaking;
- iv) Licensee's occupying Central Hudson Facilities without first obtaining authorization from Central Hudson to so occupy or Licensee's occupying of Central Hudson Facilities with any Unlicensed Facilities;
- v) Licensee's failure to abide by the Operating Procedures, Central Hudson procedures, policies and any other requirement contained in the Wireless Attachment Agreement;
- vi) Licensee's assigning, sub-licensing, subletting or transferring all or a portion of the Wireless Attachment Agreement to others without Central Hudson's prior, express written consent, where required under the Wireless Attachment Agreement;
- vii) Licensee's dissolving or being liquidated or admitting in writing its inability to pay its debts as they become due, or failing to lift an execution, garnishment or attachment of such consequence as will impair the Licensee's ability to perform substantially its obligations pursuant to this Wireless Attachment Agreement, or committing any act of bankruptcy or being adjudicated as a bankrupt, or making an assignment for the benefit of creditors, or entering into an agreement of composition with its creditors; and
- viii) Licensee's failure to provide or maintain the requisite security required under Section 10 of these Standard Terms and Conditions.

SECTION 9:

**RECALL OF CENTRAL HUDSON FACILITIES;
TERMINATION FOR REASONS OTHER THAN BREACH**

In the event that Central Hudson determines in its sole discretion that it requires any portion of the Central Hudson Facilities for its Public Utility Purposes and a portion of or all of Licensee's Wireless Facilities are located on Central Hudson Facilities required for said Public Utility Purposes, then Central Hudson may, upon 60 days prior written notice, recall the Central Hudson Facilities. Central Hudson will use commercially reasonable efforts to provide alternate Central Hudson Facilities for Licensee's Wireless Facilities.

SECTION 10:

FINANCIAL SECURITY

- A. Prior to attaching Licensee's Facilities to any Distribution 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 Rate charges hereunder and any other charges for work performed for Licensee by Central Hudson provided for in this Wireless Agreement, including the removal of Licensee's Facilities on termination of any license or other authorization issued hereunder.

- i) 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 \$50,000. 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.
- ii) 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 Wireless 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 Wireless Agreement. If the bank pays any such amounts, Licensee shall restore the letter of credit to the full amount required under this Section 10(A), within thirty (30) days after notice of such payment to Central Hudson is sent to the Licensee.
- iii) 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 Wireless Agreement, in addition to such other remedies available at law or pursuant to this Wireless 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 Wireless 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.
- iv) 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 Wireless Agreement, at law, in equity or otherwise.

- B.** Unless otherwise specifically provided in this Wireless 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.

**SECTION 11:
DISPUTE RESOLUTION PROCEDURE**

- A.** At any time before a dispute or disagreement hereunder becomes a default pursuant to the terms and provisions of Section 8 hereof, the parties agree to attempt to resolve any such dispute or disagreement as follows:
- i) 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;
 - ii) 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;
 - iii) If the matter is not resolved within such ten (10) day period, either party shall have the right to submit the matter to the Commission for non-binding mediation;
 - iv) If the non-binding mediation does not resolve the matter, either party shall have the right to petition the Commission to decide the dispute for the parties;
 - v) If the Commission 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 Article XIII of the Wireless Agreement.
- B.** 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.

Central Hudson Gas & Electric Corporation
Issued and Effective July 1, 2016
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.