licenses to that pole and its associated anchor(s).

5. Licensee

The person, corporation or other legal entity authorized by the Licensor under this Agreement to attach its facilities to utility poles and anchors and the party responsible for compliance with Licensor's regulations regarding such accommodations.

6. Licensee's Facilities

The cables and all associated equipment and hardware installed for the sole use of the Licensee.

7. Guy Strand

A metal cable (facility) which is attached to a pole and anchor (or another pole) for the purpose of reducing pole stress.

8. Joint Owner

A person, corporation or other legal entity having an ownership interest in a pole and/or anchor with the Licensor.

9. Joint User

A party who owns poles or anchors to which the Licensor is extended or may hereafter be extended joint use privileges, or to which the Licensor has extended or may hereafter extend joint use privileges of the Licensor's poles or anchors. The term "Joint User" shall not include Licensees.

10. Make-Ready Work (Initial)

All work, including but not limited to rearrangement and / or transfer of existing facilities, replacement of a pole or any other changes required to accommodate the attachment of Licensee's facilities to a pole or any other changes required to accommodate the attachment of Licensee's facilities to a pole or anchor. Similar work required after initial attachment to a pole solely because of the existence of the Licensee's attachments shall be referred to as "additional make-ready."

11. Other Licensees

Any person, corporation, or other legal entity other than the Licensee herein, to whom the Licensor has or hereafter shall extend an authorization to attach facilities to a pole or anchor.

12. Penalties

Additional charges applied to items of non-compliance with the terms and conditions of the Agreement.

13. Periodic Inspection

Inspections conducted at scheduled intervals on portions of Licensee's facilities, to determine that attachments are authorized and that attachments are maintained in conformance with the required standards.

14. Pole Attachment

Any of Licensee's facilities in direct contact with or otherwise supported by a utility pole.

15. Post-Construction Inspection

The work operations and functions performed to measure and/or visually observe Licensee's attachments, during or shortly after completion of the construction of such facilities, to determine that all attachments have been authorized and construction conforms to the standards required by this Agreement.

16. Preconstruction Survey

The work operations and functions performed in order to process an application for pole and anchor attachments to the point just prior to performing any necessary make-ready work. There are two elements of the Preconstruction Survey: 1) field inspection of the existing facilities, and 2) administrative effort required to process the application and prepare the make-ready work order.

17. Subsequent Inspections

Inspections performed to confirm the correction of non-conformance to specification that are observed during Post Construction Inspections.

18. Suspension Strand (messenger cable)

A metal cable attached to a pole and used to support facilities.

19. Unit Cost

A dollar amount subject to periodic revision, applicable to specified work operations and functions, including materials and labor costs.

20. Utility Pole

A pole solely owned or jointly owned by the Licensor and used to support its facilities, the facilities of a joint user and/or Authorized Licensee.

21. Attachment Rate

A specified amount revised periodically, billed semi-annually to the licensee, and payable in advance to the Licensor for each attachment. The rate shall be in accordance with the NYSPSC rate methodology.

ARTICLE III

GENERAL CONDITIONS

1. Compliance with Applicable Laws

The Licensee and the Licensor shall at all times observe and comply with, and the provisions of this Agreement are subject to, all laws, ordinances, and regulations which in

any manner affect the rights and obligations of the parties.

2. Rights in Utility Poles and Anchors

No use, however extended, of a utility pole or anchor or payment of any fee or charge required hereunder shall create or vest in the Licensee any ownership or property right in such a pole or anchor.

3. Requirement to Construct and Maintain a Utility Pole and Anchor

Nothing contained herein shall be construed to compel the Licensor to construct, reconstruct, retain, extend, repair, place, replace or maintain any utility pole or anchor or other facility not needed for the Licensor's own service requirements, except as provided in Article IV (3. b. (2)) and Article IV (5. d.)

4. Other Agreements

Nothing contained herein shall be construed as a limitation, restriction, or prohibition against the Licensor with respect to any agreement(s) and arrangement(s) which the Licensor has entered into, or may in the future enter into, with others not covered by this Agreement, except that authorizations for attachments existing at the time of such future agreements or arrangements shall not be diminished. The rights of Licensee shall at all times be subject to such existing and future agreement(s) or arrangement(s). The Licensor, in negotiating and entering into any such agreement(s) and arrangement(s), shall give due and reasonable regard to the Licensee's potential future interest in Licensee accommodation to a utility pole and anchor to be covered by such future agreement(s) and arrangement(s).

5. Assignment of Rights

Licensee shall not assign, sub-license, sublet or transfer any authorization granted herein, and such authorization shall not inure to the benefit of Licensee's successors or assigns without the prior written consent of the Licensor. In the event such consents are granted by the Licensor, the provisions of this Agreement shall apply to and bind the Licensee's successors and assigns.

6. Permits and Consents

a. Licensee shall be responsible for obtaining from private and/or public authority any necessary easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the utility pole and/or anchor to which Licensee attaches its facilities. The Licensor does not warrant the validity or apportionability of any rights it may hold to place facilities on private property. The Licensor will, upon written request by the Licensee, provide available information and copies of any documents in its files pertinent to the nature of the rights the Licensor possesses over private property. The cost of providing such information and reproducing documents shall be borne by Licensee.

b. Where Licensor has an easement over a public or private right of way sufficiently broad under New York State law to permit Licensee attachment, Licensee shall not be required to obtain independent permission of the property owner to attach. In any case where the Licensor seeks to obtain any necessary permission from a property owner for Licensee's attachments, the fully allocable costs of such efforts shall be paid by the Licensee along with make-ready costs, if any.

7. This Agreement supersedes all previous agreements between the parties for maintenance and placement of aerial cables, equipment and facilities by the Licensee and constitutes the entire agreement between the parties. It may not be modified or amended nor may any obligation of either party be changed or discharged except in writing signed by the duly authorized officer or agent of the party to be charged. Currently effective licenses, if any, issued pursuant to previous agreements shall remain in effect as if issued pursuant to this Agreement.

8. Any notice to be given to the Licensor under this Agreement shall be sent by certified mail to:

Any notice to be given to the Licensee under this Agreement shall be sent by certified mail to:

Any such notice shall be effective immediately upon being deposited in the United States mail.

9. If the presence of the Licensee on Licensor's poles causes Licensor to pay any new or additional tax which Licensor would not otherwise pay, Licensee shall reimburse Licensor to the full extent of such new or additional tax, as additional rent, within thirty (30) days of receiving a bill therefor from Licensor.

10. This Agreement shall be governed by, and interpreted according to, the laws of the State of New York.

ARTICLE IV

PROCEDURES

1. <u>Application for Authorization</u>

a. Prior to the Licensee attaching equipment and/or facilities to any utility pole or anchor, Licensee shall make written application for and have received an authorization therefor. (Exhibits A or C.)

b. Licensee shall file applications for pole attachment authorizations which designate a desired priority of authorizations in blocks of 300 poles or less.

c. The Licensor will accept applications on a first come first served basis and shall attempt to satisfy the designated priority of completions. Licensor shall be obligated to perform the required preconstruction survey and/or make-ready work in accordance with the time frames set forth in paragraph (4)(m) of this Article to permit the issuance by the Licensor and/or a joint user of a volume not to exceed a total of 1,500 pole attachment authorizations per month in each of the Licensor's plant construction operating area, i.e., Western, Central, Northeastern, MidState, Long Island and each of the five Boroughs of the City of New York. If more than 1,500 poles are included in all such applications received for any one month in each construction operating area, at least one block of 300 poles or less per applicant will be processed, selected in the sequence in which the applications were received, until the 1,500

pole limit has been reached. If one block of 300 poles or less for each applicant is processed and the 1,500 pole limit has not been exceeded, the remaining applications shall be processed on a first come first served basis.

2. Multiple Attachment Applications

The provisions of this Article IV 2 apply in the case of applications received by the Licensor from two or more Licensees for attachment authorizations on the same pole, prior to completion of the preconstruction survey and the commencement of any make-ready work required to accommodate any Licensee.

a. Applications received from multiple applicants for the same pole will be classified as follows:

(1) non-simultaneous - received by the Licensor on different business days.

(2) simultaneous - received by the Licensor on the same business day.

b. Where applications are non-simultaneous, the initial applicant will be offered the following options after the application is received from the additional applicant(s):

Option 1 - the application of the initial applicant will be processed as if there is no other attachment application on file for the same utility pole or anchor.

Option 2 - the applications of the initial and additional applicant(s) will be processed as if they were simultaneous applications.

(1) The initial applicant will be required to indicate the option desired no later than fifteen (15) days after the Licensor has quoted the make-ready charges that will apply under each option, otherwise the Licensor will deem the initial applicant to have selected Option 1. Selection of an option prior to the quotation of the aforementioned make-ready charges is permissible.

(2) Option 2 will be subject to acceptance by all of the multiple applicants involved. The additional applicant(s) will have fifteen (15) days from the date of receipt of written notification from the Licensor that the initial applicant has selected Option 2, to accept or reject the conditions applicable under Option 2, otherwise, the Licensor will deem the additional applicant(s) to have rejected such conditions.

(3) All work in progress on the initial applicant's application involving multiple applications will be suspended by the Licensor from the time that the initial applicant is offered Options 1 and 2 until it notifies the Licensor of the option it elects in accordance with (1) preceding.

c. Where multiple applicants are simultaneous or the initial applicant in the case of non-simultaneous applications has selected Option 2, the multiple applicants must develop a mutually agreeable order of facility availability and overall make-ready work completion schedule. Where multiple applicants cannot reach mutual agreement regarding order of facility availability and an overall make-ready work completion schedule within fifteen days (15) of written notification from the Licensor of the charges for the required make-ready work, the Licensor will offer as an alternative to complete the total make-ready work required for all multiple applicants before simultaneously granting attachment authorizations to the multiple applicants.

d. Any multiple applicant who fails to agree to the alternate arrangement set forth in c., preceding within ten (10) days after being advised in writing of the availability of such alternate arrangement by the Licensor, will be considered by the Licensor to have canceled its application(s) relative to those facilities which involve pending attachment applications by other Licensees.

e. Where multiple applications are non-simultaneous and the initial applicant has selected Option 1, the Licensor:

(1) will consider the initial applicant as a non-multiple applicant. Any change of priority or facility availability or work schedule completion that is desired after either has been initially agreed upon by the initial applicant with the Licensor will be subject to the Licensor's ability to accommodate such changes in its established work schedule.

(2) will not perform the required make-ready work for the additional applicant until attachment authorizations have been granted to the initial applicant, unless the performance of such work will not delay the completion of the make-ready work required to accommodate the initial applicant.

f. Preconstruction survey costs will be allocated as follows:

(1) Simultaneous applications - each applicant will bear an equal share of the total initial and resurvey costs involved.

(2) Non-simultaneous applications - each applicant will bear the costs related only to determining the accommodation requirements for its specific application.

g. Make-Ready cost will be allocated as follows:

(1) Simultaneous applications -

(a) each applicant will be charged an equal share of the total make-ready cost.

(b) if only one applicant agrees to the shared portion of total cost, that applicant will be quoted the cost applicable to accommodate a single licensee.

(2) Non-simultaneous applications -

(a) the initial applicant will be charged the total make-ready cost to accommodate its facilities.

(b) the additional applicant(s) will be charged the total added make-ready cost to accommodate the additional applicant's facilities.

3. <u>Specifications</u>

a. Licensee's facilities shall be placed, maintained, relocated or removed in accordance with the requirements and specifications of the current editions of the Bell Operating Companies Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA) and any governing authority having jurisdiction. Where a difference in specification may exist, the more stringent shall apply. Licensee's

facilities shall not physically electronically or inductively interfere with the Licensor's facilities.

b. If any part of Licensee's facilities is not placed, maintained or relocated in accordance with the above requirements and specifications, and if Licensee fails to correct said conditions within fifteen (15) days written notice to the Licensee, the Licensor may correct said conditions. However, when such conditions pose an immediate threat to the safety of the Licensor's employees, interfere with the performance of the Licensor's service obligations, or pose an immediate threat to the physical integrity of the pole plant, the Licensor may perform such work and/or take such action that the Licensor deems necessary without prior notice to Licensee. The cost of said work and/or actions shall be borne by Licensee.

(1) Where such work and/or actions entail new or additional attachments to the Licensor's anchors, authorizations for such attachments shall be issued by the
Licensor. Licensee's privileges and obligations with respect to authorizations so issued shall be as provided in this Agreement.

(2) Where such work and/or actions entail the placement of and attachment to anchors for the Licensee's sole use, these anchors shall be the property of the Licensee.

In either (1) or (2) preceding, the guy strand shall be the property of the Licensee.

4. <u>Pre-Construction Surveys and Make-Ready Work</u>

a. A pre-construction survey will be required for each pole and anchor for which attachment is requested to determine the adequacy of the pole and anchor to accommodate Licensee's facilities. At the option of Licensee, the field inspection will be performed:

(1) by representatives of the Licensor with optional participation by joint owner(s), joint user(s), other Licensees and the Licensee, or

(2) by Licensee, after first providing written notice to the Licensor of its intention to perform said field inspection. If the field inspection is performed by Licensee, the Licensee shall, prior to commencement of the field inspection, obtain from the Licensor information as to the Licensor's planned future construction on the poles and/or anchors involved. Licensee shall furnish the required field inspection data to the Licensor in a format specified by the Licensor.

The field inspection data shall be of an accuracy and completeness necessary to permit the performance of make-ready and other work required to accommodate Licensee's facilities in a manner consistent with the requirements of Article IV (3.) and IV (4. c.). The Licensee and Licensor may employ contractors to perform the field inspection.

b. Licensee shall pay the Licensor at the time Licensee furnishes the field inspection data, an administrative handling charge per pole as provided in the Schedule of Unit Costs filed with the Public Service Commission.

c. In the event the Licensor determines that a utility pole to which Licensee desires to make attachments is inadequate or that a pole or anchor needs rearrangement of the existing facilities thereon to accommodate the facilities of Licensee, the Licensor will inform Licensee in writing of the cost of the required make-ready work. Charges

for make-ready work, the cost of surveys and/or inspections, shall be as specified in Article VIII; Rates and Charges.

d. The Licensor shall specify the point of attachment on each of the utility poles and/or anchors to be occupied by Licensee's equipment and/or facilities. Where multiple Licensee's attachments are involved, the Licensor will attempt, to the extent practical, to designate the same relative position on each pole for each Licensee's facilities.

e. Licensee shall have thirty (30) days from the receipt of written notification from the Licensor of the costs of make-ready work to accept and pay all make-ready costs; provided, however, that if the Licensor receives a request from another Licensee for an authorization to attach to a utility pole or anchor for which a written notification of make-ready work costs has been sent to Licensee, then Licensee must accept within fifteen (15) days after receipt of notification from the Licensor of the other attachment request or until the end of the thirty (30) day period, whichever period of time is shorter.

f. Any required make-ready work will be performed following receipt by the Licensor of payment of the cost of make-ready work. Licensee shall also reimburse the owner(s) of other facilities attached to said poles or anchors for any expense incurred by them in transferring or rearranging such facilities to accommodate Licensee's facilities.

g. Should the Licensor, joint user or other Licensee, for their own service requirements, need to attach additional facilities to any utility pole or anchor to which Licensee is attached, Licensee will either rearrange its facilities on the pole or anchor or transfer them to a replacement pole or anchor as determined by the Licensor so that the additional facilities of the Licensor, joint user or other Licensee may be attached. Licensee shall not be required to bear any of the costs of rearranging or transferring its facilities if such rearrangement or transfer is required as a result of an additional attachment or modification of an existing attachment sought by any entity, including Licensor, Joint Owner, Joint User, or other Licensees. Any rearrangement/transfer costs shall be borne by the entity or entities requesting the rearrangement or transfer. Licensee shall be solely responsible for collecting any rearrangement/transfer costs incurred pursuant to this paragraph. Licensor's responsibility shall be limited to reimbursement of its pro rata share of such costs caused by its own additional attachment or modification to the pole. However, Licensor shall, upon receipt of written request, provide Licensee with any information in Licensor's possession which may facilitate Licensee's collection of such costs. If Licensee does not rearrange or transfer its facilities within sixty (60) days after receipt of written notice from the Licensor requesting such rearrangement or transfer, the Licensor, Joint Owner or Joint User may perform or have performed such rearrangement or transfer and Licensee shall pay the cost thereof. The foregoing shall not preclude Licensee from thereafter seeking reimbursement of such rearrangement/transfer costs as if it had performed the work in accordance with this paragraph.

h. In an emergency, the Licensor may rearrange or temporarily remove Licensee's facilities attached to a utility pole and/or anchor.

i. Upon written notice from Licensor, Licensee shall promptly rearrange and/or transfer its attachments and/or anchors as required by Licensor to permit Licensor to perform any routine maintenance, including replacement of worn or defective poles, guys or anchors. Licensee shall be responsible for all costs associated with such rearrangements/transfers.

j. Authorization to attach a guy strand to an existing utility anchor shall be granted where adequate capacity is available as specified in the then current written procedures for determining the adequacy of attachment capacity, filed separately with the

Public Service Commission. (Exhibit D). Should the Licensor, Joint Owner or Joint User for its own service requirements need to increase its load on the anchor to which Licensee's guy strand is attached, and where a larger anchor is required that would not have been necessary but for the attachment of Licensee's guy strand, Licensee will either rearrange its guy strand on the anchor or transfer it to a replacement anchor as determined by the Licensor. The cost of such rearrangement/transfer shall be borne by the Licensor, Joint Owner or Joint User requiring the larger anchor. Licensee shall be solely responsible for collecting its rearrangement/transfer costs under such circumstances. Licensor's responsibility shall be limited to reimbursement of its pro rata share of such costs caused by its own additional attachment or modification to the pole. However, Licensor shall, upon receipt of written request, provide Licensee with any information in Licensor's possession which may facilitate Licensee's collection of such costs. If Licensee does not rearrange or transfer its guy strand within thirty (30) days after receipt or written notice from the Licensor regarding such requirement, the Licensor or Joint User may perform, or have performed, the work involved and Licensee shall pay the cost thereof. The foregoing shall not preclude Licensee thereafter from seeking reimbursement of any rearrangement/transfer costs in accordance with this paragraph.

k. Licensee shall notify the Licensor in writing before adding to, relocating, replacing or otherwise modifying its equipment and/or facilities on a utility pole or anchor, where additional space or holding capacity may be required.

l. When additional Make-Ready or related work is required as a result of circumstances beyond anyone's control, including but not limited to storms, vehicular accidents, or public work projects, Licensee is responsible for the timely repairing, relocating or replacing of its own facilities.

m. Unless prevented from doing so by circumstances beyond Licensor's reasonable control, including, but not limited to acts of god, fire, strikes, embargo, seasonal limitations on construction, acts or inaction of the Government, or acts or inaction of a joint owner, joint user or other Licensee, and subject to the quantity limitations set forth in paragraph (1) (c) of this Article, Licensor shall adhere to the following timetable in the performance of pre-construction and Make-Ready work:

(1) Upon receipt of a written application (Exhibits A or C), Licensor shall verify pole ownership and perform a pre-survey with all affected parties, unless Licensee opts to perform the pre-survey for itself. Licensor shall determine whether Licensee's proposed attachment or anchor can be accommodated and determine what, if any, Make-Ready work is required for Licensee's proposed attachments and/or anchors. Licensor shall complete these tasks within forty-five (45) days of receipt of Licensee's written application.

(2) If Make-Ready work is required and there are other entities with attachments to the poles, Licensor shall send written notification to all such entities describing the proposed modifications to the poles and/or anchors based on Licensee's application. Entities receiving such notice shall have sixty (60) days to determine whether they wish to add to or modify their existing attachments and to submit written notification of their requirements to Licensor.

(3) Licensor shall design the Make-Ready work, or redesign the Make-Ready work to incorporate any additional requirements submitted by other entities pursuant to subparagraph (2) above, and estimate the costs of the Licensor's Make-Ready work. Licensor shall complete these tasks within thirty (30) days of receipt of all written notifications of modification requirements or notifications that no additional requirements are sought.

(4) Licensor shall complete all its Make-Ready work which does not involve pole replacements within sixty (60) days of receipt of payment by Licensee of the estimated Make-Ready work costs. For Make-Ready work involving pole replacements, Licensor shall complete all its Make-Ready work within ninety (90) days of receipt of payment by Licensee of the estimated Make-Ready work costs. The foregoing Make-Ready commitments shall apply solely to Make-Ready work to be performed by Licensor. These commitments shall not apply to Make-Ready work to be performed by Joint Owners, Joint Users or other Licensees.

(5) Licensor shall not be considered in default of any of its obligations under this paragraph (m) unless such default continues for more than fifteen (15) days after Licensee shall have provided Licensor written notice specifying the nature of the

default and, if applicable, the location(s) of poles for which Make-Ready work has not been performed.

5. Inspections of Licensee's Facilities

a. The Licensor reserves the right to make post-construction, subsequent and periodic inspections (of any part or all) of Licensee's facilities attached to a utility or joint user's pole and/or anchor.

b. Licensee shall provide written notice to the Licensor, at least fifteen (15) days in advance, of the exact pole locations where Licensee's plant is to be constructed and shall also notify the Licensor in writing of the actual dates of attachment, including overlashing, within five (5) days of the date(s) of such attachment.

c. Where post-construction inspection by the Licensor has been completed within thirty (30) days of the date of notice of attachment of Licensee's facilities required in b. above, Licensee shall be obligated to correct such non-complying conditions within fifteen (15) days of the date of the written notice from the Licensor. If corrections are not completed within said fifteen (15) day period, attachment authorizations for the poles and/or anchors where non-complying conditions remain uncorrected shall terminate forthwith, regardless of whether Licensee has energized the facilities attached to said poles and/or anchors, and Licensee shall remove its facilities from said poles and/or anchors in accordance with provisions in Article VII. No further attachment authorizations shall be issued to Licensee until Licensee's facilities are removed from the poles and/or anchors where such non-complying conditions exist.

d. Where post-construction inspection by the Licensor has not been completed within thirty (30) days of the date of notice of attachment of Licensee's facilities, Licensee shall correct such noncomplying conditions within fifteen (15) days of the date of the written notice from the Licensor. If corrections are not made by Licensee within said fifteen (15) day period, the Licensor shall perform or have performed such corrections and Licensee shall pay to the Licensor the cost of performing such work.

e. Within seven (7) days of the completion of a post-construction inspection, the Licensor shall notify the Licensee in writing of the date of the completion of the post-construction inspection.

f. Subsequent inspections to determine if appropriate corrective action has been taken may be made by the Licensor. Licensee shall reimburse the Licensor for the cost of such inspections as specified in Article VIII.

g. The making of post-construction, subsequent and/or periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability specified in this Agreement.

h. The costs of inspection made during construction and/or the initial post-construction survey shall be billed to the Licensee at the same time as Make-Ready charges. The costs of Periodic Inspections or any inspections found necessary due to the existence of substandard or unauthorized attachments shall be recovered according to the Schedule of Unit Costs filed with the Public Service Commission.

i. Licensor reserves the right to make periodic inspections of all or any part of the cable, equipment and facilities of Licensee on poles owned by the Licensor and/or Joint User(s), at the expense of the Licensee as specified in Article VIII. Periodic inspections

of the entire plant of the Licensee will not be made more often than once every five years and upon 30 days notice to Licensee unless in Licensor's judgment such inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement by Licensee.

6. Unauthorized Attachment

a. If any equipment and/or facilities of the Licensee shall be found attached to a pole and/or anchor for which authorization has not been granted by the Licensor, the Licensor, without prejudice to its other rights or remedies under this Agreement, including termination or otherwise, may impose a charge and require the Licensee to submit in writing, within ten (10) days after receipt of written notification from the Licensor of the unauthorized attachment, a pole and/or anchor attachment application. If such application is not received by the Licensor within the specified time period, the Licensee will be required to remove its unauthorized attachment within ten (10) days of the final date for submitting the required application, or the Licensor may remove the Licensee's facilities without liability, and the cost of such removal shall be borne by the Licensee.

b. For the purpose of determining the applicable charge, the unauthorized attachment shall be treated as having existed for a period of five (5) years prior to its discovery or for the period beginning with the date of the initial agreement, whichever period shall be shorter; and the charges as specified in Article VIII shall be due and payable forthwith whether or not Licensee is permitted to continue the attachment.

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

ARTICLE V

OTHER OBLIGATIONS OF LICENSEES

1. Insurance

a. Licensee shall carry insurance policies issued by an insurance carrier licensed to operate in the State of New York to protect the Licensor and joint users as named or additional insured from and against any and all claims, demands, actions, judgments, costs, and/or expenses, including attorney's fees, and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered in Article VI.

b. The amounts of such insurance:

(1) against liability due to injury or to death of persons shall be not less than $1,000,000 as to any one person and $1,000,000 as to any one occurrence, and

(2) against liability due to damage to property shall be not less than $1,000,000 as to any one occurrence.

c. Licensee shall also carry such insurance as will protect Licensee from all claims under any Worker's Compensation Law in effect that may be applicable.

d. All insurance must be effective before the Licensor shall issue authorizations for attachment of facilities to any utility pole or anchor, and shall remain in force as long as Licensee's facilities remain attached to any utility pole or anchor. In the event that Licensee shall fail to maintain the required insurance coverage, the Licensor may pay any premiums thereon falling due and the Licensee shall reimburse the Licensor for any such payments made.

e. Licensee shall submit to the Licensor certificates by each company insuring Licensee for all liabilities of Licensee referred to in Article VI. Licensee's insurance policies shall provide that they will not cancel or amend such policy of insurance issued to Licensee except after thirty (30) days' prior written notice to the Licensor and joint user.

f. Licensee shall promptly advise the Licensor of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's facilities. Copies of all accident reports and statements made to the insurer by the Licensee, or others, shall be furnished promptly to the Licensor.

g. The Licensee at Licensor's option may be self-insured with regard to its liability under the terms of this agreement.

2. Surety Requirements

Licensee shall furnish bond or other satisfactory evidence of financial security in an amount specified as follows to guarantee the payment of any sums which may become due to the Licensor for attachment fees due hereunder and any other charges for work performed for Licensee, by the Licensor, including the removal of Licensee's facilities upon termination of any authorization issued hereunder.

a. Licensee shall furnish a cash deposit, bond, irrevocable Letter of Credit or other security satisfactory to the Licensor in the following amounts: Security in the amount of $20.00, shall be required for each authorized pole attachment. The total amount of security required hereunder shall not exceed $300,000 or be less than $1,000. Security will not be required where Licensee's total attachment authorizations do not exceed ten (10).

b. If the financial security is in the form of a bond or irrevocable Letter of Credit, such instrument shall be issued by a Surety Company or Bank satisfactory to the Licensor. The instrument shall contain a provision that the Surety Company or Bank will pay the Licensor within the dollar limits of the instrument any sum demanded by the Licensor as due under this Agreement, whether or not the Licensee contests its liability to pay such sum, and whether or not the Licensor exercises or has exercised any option it may have to terminate. If any such amounts are paid by the Surety Company or Bank, the Licensee shall restore the Surety Bond or Letter of Credit to the full amount required under this Article, within thirty (30) days after notice of such payment is sent to the Licensee.

c. If the security is in the form of a cash deposit, interest at the rate currently paid by the Licensor on deposits shall be credited to the Licensee during the continuance of the deposit. If the Licensee shall fail to pay any sum demanded by the Licensor as due under the provisions of this Agreement, the Licensor shall have the right, without prior notice to the Licensee forthwith to apply any or all amounts on deposit with it to payment of the sum due, whether or not the Licensee contests its liability to pay such sum, and whether or not the Licensor exercises or has exercised any option it may have to terminate. If any such amounts are applied to payment of sums due to the Licensor, Licensee shall restore to its deposit the amounts so applied within thirty (30) days after notice to Licensee of such

application.

d. The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee.

ARTICLE VI

LIABILITY AND DAMAGES

1. The Licensor reserves to itself, its successors and assigns, the right to relocate and maintain its poles and anchors and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. The Licensor shall be liable to Licensee only for and to the extent of any damage caused by the negligence of the Licensor's agents or employees to Licensee's facilities attached to a utility pole or anchor. the Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's facilities arising in any manner out of Licensee's use of utility poles or anchors.

2. Licensee shall indemnify, protect and save harmless the Licensor from and against any and all claims, demands, causes of action and costs, including attorneys' fees, for damages to property and injury or death to persons, including payments made under any Worker's Compensation Law or under any plain for employees' disability and death benefits, which may arise out of or be caused by the erection, maintenance, repair, replacement, presence, use or removal of Licensee's facilities or by their proximity to the facilities of all parties attached to utility poles or anchors, or by any act or omission of Licensee's employees, agents or contractors.

3. Licensee shall indemnify, protect and save harmless the Licensor from any and all damages, cost and expenses imposed on the Licensor as a result of the presence of the Attachment on the pole and/or acts by the Licensee, its employees, or its agents or contractors, including but not limited to damages, costs and expense of relocating utility poles or anchors resulting from loss of right-of-way or property owner consents and/or the costs and expense of defending these rights.

4. Licensee shall indemnify, protect and save harmless the Licensor from any and all claims, demands and costs, including attorneys' fees, which arise directly or indirectly from the operation of Licensee's facilities, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims, demands and costs, including attorneys' fees, for infringement of patents with respect to the manufacture, use and operation of Licensee's facilities in combination with utility poles, anchors or otherwise.

5. Should the Licensor remove Licensee's facilities from a utility pole and/or anchors under Article VII, the Licensor will deliver to the Licensee the facilities so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due the Licensor. The Licensor shall have a lien on Licensee's facilities attached to utility poles and/or anchors or removed therefrom, with power of public or private sale, to cover any amounts due the Licensor. Such liens shall not operate to prevent the Licensor from pursuing, at its option, any other remedy in law, equity or otherwise.

ARTICLE VII

TERMINATIONS OF AUTHORIZATIONS

1. In addition to rights of termination provided to the Licensor under other provisions of this Agreement, the Licensor shall have the right to terminate utility pole/or anchor attachment authorizations and rights granted under provisions of this Agreement where:

a. the Licensee's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking. or

b. the Licensee ceases to have authority to construct and operate its facilities on public or private property at the location of the particular pole or anchor covered by the authorization; or

c. the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations thereunder; or

d. the Licensee attaches to a utility pole and/or anchor without having first been issued authorization therefore; or

e. the Licensee, subject to the provisions specified in Article III (5.), should cease to provide its services.

f. the Licensees' facilities are used by others not a party to this Agreement.

g. the Licensee sublets or apportions part of the Licensed pole attachment to an entity not a party to this Agreement.

2. The Licensor will promptly notify the Licensee in writing of any instances cited in Article VII (1.) preceding. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Licensor within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to the Licensor within the time stated above, the Licensor may terminate the attachment authorizations granted hereunder for utility poles and/or anchors as to which such non-compliance shall have occurred.

3. Pole and anchor attachment authorizations and rights as granted under provisions of this Agreement may be immediately terminated by the Licensor if:

a. The Licensee's insurance carrier shall at any time notify the Licensor that the policy or policies of insurance as required in Article V will be or have been cancelled or amended so that those requirements will no longer be satisfied.

b. The Licensee shall fail to pay any sum due or to deposit any sum required under this Agreement, or shall fail to maintain satisfactory security as required in Article V (2).

c. Any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the Licensee's facilities on a utility pole or anchor is denied, revoked or cancelled.

4. Licensee may at any time remove its facilities from a pole or anchor after first giving the Licensor written notice of Licensee's intention to so remove its facilities.

5. In the event of termination of any of the Licensee's authorizations hereunder, the Licensee will remove its facilities from the poles and anchors within thirty (30) days of the effective date of the termination; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to provisions of this Agreement to the Licensor until Licensee's

facilities are actually removed from the utility poles and anchors. If the Licensee fails to remove its facilities within the specified period, the Licensor shall have the right to remove such facilities at the Licensee's expense and without any liability on the part of the Licensor for damage or injury to such facilities or interruption of Licensee's services.

6. When Licensee's facilities are removed from a utility pole or anchor, no attachment to the same utility pole or anchor shall be made until the Licensee has first complied with all of the provisions of this Agreement as though no such pole or anchor attachment had been previously made and all outstanding charges due to the Licensor for such pole or anchor attachment have been paid in full.

7. Prior to terminating or revoking any license under this Agreement or the Agreement itself for whatever cause or purpose, a petition may be brought, by either party, to the Public Service Commission requesting the Commission to decide the dispute. A Public Service Commission determination shall be binding on all parties to this Agreement. However, the right of the Licensor or Licensee for judicial review of the Commission's determination remains.

ARTICLE VIII

RATES AND CHARGES

The Licensee is responsible for payment of all rates, charges and costs as specified elsewhere in this Agreement and as set forth below. Licensee shall be responsible for payment of all charges for preconstruction survey and make-ready work, in advance for work performed or expenses incurred by the Licensor regardless of whether Licensee subsequently withdraws its application for attachment authorizations for the poles and anchors on which such work was performed.

Licensee agrees that, in the event Licensee fails to pay an amount due and owing within the period of time set forth for payment in this Agreement, interest shall accrue on the unpaid balance thereof at the rate of 1 1/2% per month for each month from the expiration of such period until payment is received by Licensor.

1. Attachment Rates

The attachment rates shall be as specified in a schedule currently filed with the Public Service Commission.

2. Charges for Make-Ready Work (UNIT COSTS)

Make-ready charges shall be billed, payable up to thirty (30) days prior to the commencement of work on individual poles, according to the current Schedule of Unit Costs filed with the Public Service Commission. When Licensor employs an outside contractor rather than its own work forces to perform make-ready, Licensee shall pay an amount equal to the contractor's fees plus a premium equal to no more than 10% of those fees. Licensor shall make available copies of all written contracts, agreements, understandings and work orders pertinent to make-ready work performed by such contractors.

3. Charges for Inspections

a. The cost of the post-construction inspection shall be billed in advance with the charges for make-ready work.

b. The cost of Periodic Inspection will be billed to the Licensee upon completion of the inspection by the Licensor.

c. Licensee shall pay the cost of subsequent inspections to insure correction of variances from required construction and maintenance practices, determined to exist through post-construction or periodic inspections.

4. Payment of Rates and Charges

Unless otherwise provided elsewhere in this Agreement, Licensee shall pay all rates and charges, as specified in the Agreement and/or in a schedule currently filed with the Public Service Commission, within thirty (30) days from the dates of billing thereof.

ARTICLE IX

EQUAL EMPLOYMENT OPPORTUNITIES

Licensee affirms that the Equal Employment Opportunity provisions required by law, regulation or executive order to be incorporated in this Agreement as set forth in a Compliance Undertaking prepared by Licensor have been read and signed by Licensee, and that the said Compliance Undertaking has been delivered to Licensor. Such Compliance Undertaking shall continue in effect until specifically withdrawn in writing by Licensee (Exhibit F).

ARTICLE X

LICENSE NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any poles and/or anchors covered by this Agreement.

ARTICLE XI

WAIVER OF TERMS AND CONDITIONS

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

ARTICLE XII

TERM OF AGREEMENT

If not terminated in accordance with its terms, this Agreement shall continue in effect for a term of one (1) year from the date hereof and thereafter until three (3) months after written notice of termination is given by either party. Such notice of termination may be given to take effect at the end of the original one (1) year period or at any time thereafter.

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

WITNESS (ATTEST) New York Telephone Company

_____ By_____

WITNESS (ATTEST)

_____ By_____

EXHIBIT A

APPLICATION AND POLE LICENSE [1]

_____ N.Y., _____ 19 ____

New York Telephone Company
_____, New York

In accordance with the terms and conditions of the Pole Attachment Agreement between us, date as of _____ 19 _____, application is hereby made for a license to make attachments to the following poles which are indicated to be New York Telephone Ownership, Joint Ownership or unmarked.

Pole No. & Ownership[2]	Location	Attachment[3]	Municipality

_____
(Name of Licensee)

By _____

Title _____

License Number[4] is hereby granted, for attachment to such of the above poles as have not been stricken from the above list, _____, 19 _____

New York Telephone Company

By _____

Title _____

Date _____

1. Applications shall be submitted in duplicate.
2. Indicate T for New York Telephone Ownership
   Jt for Joint Ownership
   U for unmarked
   E for Electric Company Ownership
3. A complete description of all facilities shall be given, including quantities, sizes and types of all cables and equipment.
4. This license is issued under the terms and conditions of the Pole Attachment Agreement.

EXHIBIT B

NOTIFICATION OF REMOVAL OF POLE AND/OR ANCHOR ATTACHMENT BY LICENSEE

_____, N.Y., _____ 19 _____

New York Telephone Company
_____, New York

In accordance with the terms and conditions of the Pole Attachment Agreement between us, dated as of _____, 19 _____, kindly cancel from your records the following poles and/or anchors covered by the licenses indicated from which our attachments were removed on _____, 19 _____ "

Pole Number	Pole Location	License Number	Municipality

_____
(Name of Licensee)

By _____

Title _____

RECEIPT of the above Notice is hereby acknowledged, _____ 19 _____

New York Telephone Company

By _____

Title _____

Date _____

(Submit in duplicate)

EXHIBIT C

APPLICATION AND ANCHOR LICENSE[1]

_____, N.Y., _____ 19 ____

New York Telephone Company
_____, New York

In accordance with the terms and conditions of the Pole Attachment Agreement between us, dated as of _____, 19 _____, application is hereby made for a license to make attachments to the following anchors for which New York Telephone or the Power Company is Licensor.

Pole No. &[2] Licensor	Anchor[3]	Location	Attachment[4]	Municipality	Make Ready&[5] By Whom

_____
(Name of Licensee)

By _____

Title _____

License Number[6] _____ is hereby granted, for attachment to such of the above poles as have not been stricken from the above list, _____ , 19 _____

New York Telephone Company

By _____

Title _____

1. Applications shall be submitted in duplicate.
2. Indicate T - New York Telephone is Licensor
   L - Power Company is Licensor
3. Indicate N, E, S, or W, for North, East, South or West and inside, middle or outside anchor as appropriate.
4. A complete description of all facilities shall be given, including quantity, size and type of guy strand.
5. A complete description of all "Make Ready Work," if necessary.
6. This license is issued under the terms and conditions of the Pole Attachment Agreement.

PROCEDURE FOR DETERMINING WHEN EXISTING NYT ANCHORS
HAVE CAPACITY TO ACCOMMODATE AUTHORIZED LICENSEE ATTACHMENTS

1 - Determine the maximum capacity of the guy rod. Newer guy rods are marked with their capacity; if the rod is unmarked, the capacity is listed in the following table. The Guy Rod and Strand Gauge should be used in determining the Anchor Rod diameter.

UNMARKED ROD DIAMETER (INCHES)	CUMULATIVE STRAND SIZE CAPACITY
1/2	2.2M
5/8	6 or 6.6 M
3/4	16M
1	26M
1 1/4*	32M

* Swamp Anchor w/1 1/4" Rod - 6M Capacity.

2 - Determine the combined capacity of the guy strands attached to the anchor rod.

Example:

Table A Section 4**. (6M Plus 10M = 16M)

3 - The difference between the anchor rod capacity and the combined capacity, of the guy strands attached, is the capacity available for the licensees' guy strand attachment.

Example:

1" Anchor Rod - 26M Capacity
10M (TEL) plus 11M (EL) = 21M, The Spare Capacity is 5M

4 - Determine the licensees' guy strand requirements, Part 7, Section 6**. Add capacity of licensees' guy strand to cumulative capacity presently attached to the anchor rod.

5 - Only when the known capacity of the anchor is equal to or greater than the total guy strand requirements, shall a license be issued to the Licensee allowing the attachment.