

**Consolidated Edison of New York**  
**Telecom Applications Management Department**  
Issued and Effective March 18, 2006

**Operating Procedure**

**For use of Con Edison Facilities for Telecommunications Purposes  
(Pursuant to PSC No. 9 – Electricity, Rider X)**

**1 PURPOSE**

1.1 This document comprises the Operating Procedure for the construction/installation/maintenance requirements by and between Consolidated Edison Company of New York, Inc. (“Con Edison”) and Customer (“Customer”). It sets forth requirements relating to or pertaining to the construction, installation and maintenance of any fiber optic cable or innerducts that may be installed within existing Con Edison electric ducts or which may be installed in newly constructed ducts, which installation shall have been performed by Con Edison for the benefit of and at the request of the Customer. This Operating Procedure sets forth the requirements relating to or pertaining to the construction, installation and maintenance of fiber optic cables, splice enclosures and coil which are located either in a Con Edison manhole or a telecommunications manhole owned by Con Edison. In the event that Customer requests interconnection from the Con Edison electric system to that of another provider, Con Edison will follow the requirements set forth in the interconnection specification required by another provider. This Operating Procedure also sets forth the requirements pertaining to installations for fiber optic cables on Con Edison transmission towers or in ducts furnished, constructed and installed on the Con Edison transmission tower right-of-way. Other requirements relating to or pertaining to such construction, installation and maintenance are set forth in the Telecommunications Service Agreement (“Service Agreement”). Con Edison may amend this Operating Procedure from time to time upon prior written notice to Customer.

**2 GENERAL INFORMATION**

2.1 It is understood and agreed that the costs the Customer shall bear relating to the construction of new duct for telecommunications purposes and new telecommunications manholes owned by Con Edison and for costs relating to interconnection are enumerated in PSC No. 9, Electricity, Rider X (“Rider X”) and the Service Agreement. All costs and expenses associated with the installation of the fiber optic cable or innerduct, including but not limited to any construction, installation, maintenance or operation thereof, regardless of whether such activity is performed by Con Edison, Customer or contractors hired by either shall be borne by the Customer. Any statements in this Operating Procedure that the Customer is responsible for any particular costs or expenses shall not be

construed as indicating that Customer is not responsible for any other particular costs or expenses for which a similar statement is not provided unless enumerated in the Service Agreement.

2.2 Con Edison and Customer will notify each other in writing (via email or fax) of the names, phone numbers and business addresses of all individuals referred to by title in this document. Each company will designate a Project Manager/ Specialist 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 ROUTE SELECTION**

3.1 The general path of Customer's route in, on, over, or through Con Edison Facilities (duct, river crossings, tunnels, rights-of-way and applicable transmission towers) shall be attached to Exhibit 'A' of the Service Agreement. The general street path of underground ducts for the fiber optic cable route will be based upon information available from Con Edison records and the availability of an underground duct along such general street path which has not been field verified.

3.2 The general path in, on, over, or through Company facilities, that may be agreed upon by Con Edison and Customer shall be determined through one of the following methods.

3.2.1 Routes may be proposed by Customer and attached to the Application as Exhibit 'A' with a description of the proposed general path in sufficient detail for the Project Manager/Coordinator to determine, through review of drawings and records (as part of the Engineering Record Search), whether available Company facilities might exist that could accommodate Customer's fiber optic cable.

3.2.2 Con Edison will provide Customer with an Estimated Engineering Record Search Cost as outlined in the Service Agreement and Terms and Conditions and Customer shall pay this Estimated Engineering Record Search Cost to Con Edison prior to Con Edison performing any Engineering Record Search work on behalf of Customer. Upon completion of the Engineering Record Search, Con Edison will either bill Customer for the difference between the Estimated Engineering Record Search Costs and Con Edison's actual costs or refund to Customer the difference between the estimated Engineering Record Search Cost and Con Edison's actual costs.

- 3.2.3 Con Edison will not be obligated to perform any Customer Make Ready Work or permit any Make Ready Work to be performed until Con Edison has been reimbursed for all of its Engineering Record Search work.
- 3.2.4 The Telecom customer must notify and receive approval from the TeAM Project Manager prior to performing any field verification of route extensions for service laterals from an established route without the need for a formal Engineering Record Search. Any proposed route extension is subject to review and approval by Con Edison's Engineering Department. The Telecom customer assumes all risks and costs associated with the field verification, whether or not Engineering approves the route. Upon final approval, the customer will attach the route extension in sufficient detail (manhole to manhole sequence numbers) to Exhibit 'A' of the Service Agreement.

Any path determined pursuant to paragraphs 3.2.1 is preliminary only and is subject to field verification at the Customer's option and cost. The Customer accepts their initial route based on the Engineering Record Search by signing the Service Agreement which includes Exhibit A for that initial route.. The date that Exhibit 'A' to the Service Agreement is signed by the Customer is referred to as the Route Grant Acceptance Date. After the Route Grant Acceptance Date, the Customer has the option to field verify the accepted path. The Customer has the right to use any contractor approved by Con Edison to perform field verification and Customer Make Ready Work. Should the Customer choose to use Con Edison to perform field verification work and should Con Edison agree to perform the work, Con Edison will enter into an agreement with the Customer separate from any agreements for required services.

A Customer may request additional routes by submitting an Application for each route per Section 3.2.1. Con Edison will process each Application per Section (3) "Route Selection". Each route will have its own Route Grant Acceptance Date and will be described as detailed on Exhibit 'A' to the Service Agreement

### 3.3 Prioritization of Work and Allocation of Resources ("Queuing")

The Company will accept Applications for the right to use space in its facilities on a first come first served basis and will attempt to satisfy the requests in the priority order that they were received.

The priority order for Engineering Record Searches will be established based on the business day the completed Application is received. The

Company shall advise an applicant who submits an incomplete application within three business days after receipt of the application, in writing, 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.

The Company will perform the required services in a manner that does not restrict competition between telecommunication companies as follows:

### 3.3.1 Engineering Record Searches

- Engineering Record Searches will be completed to permit the Company to provide Route Grants on a volume not to exceed 45 miles per month for all Applications received.
- The Engineering Record Search will not start until payment, based on the estimated cost provided to the Customer, is received.
- Con Edison will provide to Customer the estimated Engineering Record Search cost within one week from the date that the request is submitted to Con Edison, which Customer must pay to Con Edison prior to Con Edison’s performing the Engineering Record Search.
- The estimated Engineering Record Search cost provided by Con Edison shall be a valid estimate for ninety days from the date it is issued. In the event that Customer does not pay these estimated costs within the ninety-day period, Con Edison reserves the right to re-compute the estimate.
- Within ninety days of completion of the Engineering Record Search, Con Edison will either bill Customer the difference between the Estimated Engineering Record Search and Con Edison’s actual costs or refund the difference to Customer if Con Edison’s actual costs for the Engineering Record Search are less than the Estimated Engineering Record Search. The cost associated with the Engineering Record Search will not be refunded to Customer if field verification reveals that Customer’s requested route is unavailable.
- Upon receiving Customer’s payment for the Estimated Engineering Record Search Costs, Con Edison will review its records and then forward to Customer a proposed path, indicating where Con Edison’s records show available space in Con Edison facilities. If Con Edison receives requests for more than 45 such

miles in any month, Con Edison will seek to staff up upon reasonable notice to meet demands by supplementing Company resources with contractors to provide for certain services.

- Con Edison will allocate its resources in accordance with the queuing process (below). Con Edison does not warrant nor guarantee that the available path shown on the sketch will actually accommodate Customer's facilities (equipment). Such path is subject to confirmation pursuant to field verification as further described in Section 3.2.3.
- Within ninety (90) from the date that Con Edison supplies Customer with the proposed path on Exhibit 'A' to the Service Agreement. Customer will either reject the path provided by Con Edison or accept it by signing Exhibit 'A' to the Service Agreement. During the ninety (90) day period, the Customer may, at its discretion, perform route verification activities in order to determine the physical availability and construction requirements for any given route. Consistent with current procedures under Rider X, in no event will charges for Make-Ready work be subject to a refund. Con Edison at its sole discretion may extend the ninety (90) day period for accepting or rejecting any particular route. A route will not be reserved unless the customer accepts the Route and is granted a Route Grant Date. If the service to be provided concerns distribution poles, Customer shall sign the Pole Attachment Agreement and agree to be bound by all the terms and conditions contained therein and contained within Rider K, a filed tariff with the Public Service Commission ("PSC") and the Operating Procedure for Distribution Pole Attachments.
- If all requests received in any one month equal more than 45 miles, then at least one block of 12 miles or less per applicant, will be processed, based on the sequence that they were received, until 45 miles have been addressed it being understood and agreed that no preference will be given to a Company affiliate who is an applicant for service, directly or indirectly. If demands for such Engineering Record Search service exceed the capabilities of the Company's initial resources, the Company intends to supplement these resources by adding contract forces, assuming the Company is given reasonable notice to obtain these additional resources.
- If all new Applications plus prior month's backlog do not exceed 45 miles in any one-month, the Applications will be processed on a first come first served basis.

- The following is an example and will illustrate the process. The example assumes that we are working on new Applications:
  - Telecommunication companies **A**, **B**, **C** and **D** submit Applications in June. Company **A** is received first, **B** second, **C** third and **D** is received last. Company **A** requests 25 miles, **B** requests 15 miles, **C** requests 10 miles and **D** requests 10 miles.
  - Additionally, there are 10 miles not addressed in May that carry over to June and therefore become the first priority. The carryover could be due to May's applications exceeding 45 miles or the applications could have come in late in the month of May.
  - Of the carryover, 5 are from company **E** and 5 from Company **F**. Company **E**'s Application was received before **F** in May.
  - The total request for the month of June is 70 miles; 60 new and 10 carryover from May. This clearly exceeds the maximum volume of 45 miles to be addressed in any one month.
  - For the month of June, the work would be prioritized as follows
    - 5 mile carryover from company **E** would be completed. Then
    - 5 mile carryover from company **F** would be completed.
    - That leaves a maximum of 35 miles from the June Applications that can be completed with June's resources.
    - The 35 miles are addressed by completing 12 for **A**, 12 for **B**, 10 for **C** and 1 for **D**.
    - Of the 60 miles requested in June, 25 have not been addressed. **A** has 13 remaining, **B** has 3 remaining, **C** is complete and **D** has 9 remaining. These will carry over to July with **D** getting the first 9 miles since they did not get the lesser of 12 miles or their total mile request addressed in June.
    - In July, the June carryover would be completed first.
    - 9 mile carryover for company **D** would be completed. Then,
    - 12 mile carryover for company **A** would be completed. Then,

- 3 mile carryover for company **B** would be completed. Then,
- 1 mile carryover for company **A** would be completed.
- The new Applications would then be addressed on a first come first served basis as was implemented above in June.

### 3.3.2 Inspection of Manholes

Inspection crews will be assigned equally to all requesting telecommunications Customers.

### 3.3.3 New Manhole and Conduit Construction

When a customer requests a relay (new conduit construction), Con Edison will review Company records to determine whether dead cable exists along the path of the requested relay and whether removal is feasible. If records indicate the existence of dead cable, the Company will first attempt to remove the dead cable prior to any new construction. The charges for dead cable review, removal and disposal, even if not successful, will be charged to the customer. Dead cable removal is considered a Required Service and will be invoiced as per Rider X, paragraph (E)(3). The Company will limit the search for dead cable ends to no more than two (2) sections in either direction from the requested relay.

Con Edison will make available contractor construction crews to support telecommunication construction work. . These crews will be capable of constructing new underground facilities as well as digging to clear obstructed conduits. Available construction crews will be allocated equally given the number of pending jobs. In the event that requests for construction jobs exceed available crews, Con Edison will use commercially reasonable efforts to obtain additional crews.

### 3.3.4 Training

Required training of Customers' employees or contractors will be provided by The Learning Center on a first come, first served basis, as is all training for external Customers. Training availability and scheduling will be determined by the Director of The Learning Center, based on available resources (instructors, rooms, training equipment, etc.). The Telecom customer will pay for all training costs. Specific training requirements are covered in Section 7.

## **4 FIELD VERIFICATION OF PATHS**

4.1 Con Edison Transmission Tower/Transmission Tower right-of-way: Customer may conduct walking field inspections and engineering surveys to determine whether it desires its fiber optic cable to be suspended from Con Edison owned transmission towers. Customer must send written notice to and receive written approval from the Con Edison Project Manager/Coordinator in advance of any employee or contractor of Customer entering upon transmission tower right-of-way property. The written notice must be received at least five working days in advance of the desired entry date and include a description of the work to be performed, the dates and times of the work and the names of people who will be working on the transmission tower right-of-way. When Customer has determined to suspend its fiber cable from the transmission towers, it shall provide a written notice of such determination to the Con Edison Project Manager/Coordinator.

4.2 Con Edison Underground Duct: Upon Customer's written acceptance of a specific route described in Exhibit 'A' of the Service Agreement, Con Edison will provide a Route Grant for the route. If the field inspection verifies the availability of duct or innerduct for Customer's fiber optic cable, Con Edison, will provide guidelines to be followed when selecting the duct that may be used for Customer's route. The field verification and selection process shall be in accordance with Section 5, "Duct Selection," of this Operating Procedure.

4.3 Building Service Entrance Pipes: Empty service entrance pipes into buildings are typically reserved for future electrical load requirements. Should a service entrance pipe be deemed preliminarily available for use by Customer, as determined by Con Edison in its sole discretion, and Customer has obtained written approval from the owner of the building to extend its fiber optic cable through such service entrance pipe and into the building (and provided a copy of such written approval to Con Edison), such service entrance pipe shall be treated as underground duct for purposes of paragraph 4.2 of this Operating Procedure. The requirement for a "Maintenance Duct" in accordance with paragraph 5.1.1 of this Operating Procedure shall not apply to a service entrance pipe.

## **5 DUCT SELECTION**

5.1 When the Con Edison underground duct system was originally constructed, Con Edison generally provided for the installation of certain additional ducts to be used as spares to allow for quick cable replacement during emergencies and future system growth. To the extent Customer is permitted to use spare electrical ducts for its fiber optic cable, the number of spare ducts that could be used for electric purposes will be depleted. In order to minimize the impact of this depletion, Customer shall follow the following requirements in order to identify whether ducts are available for use.



5.1.1 During the field verification, one vacant duct in the proposed duct bank along the path of the route will be selected as a “ Maintenance Duct.” The Maintenance Duct will be an empty duct. The Maintenance Duct will be reserved for emergency cable replacement, system growth or system reconfigurations, as required. The field verification will identify, for Customer use, any remaining empty duct or duct containing available innerduct space. If only one vacant duct exists or there are no vacant ducts, construction of new ducts is required. One of the newly constructed ducts will be designated as a Maintenance Duct. The Maintenance duct will be identified with an orange Telecom plug at time of field verification or after the construction of the new ducts. Mainline ducts and service lateral ducts in the primary feeder area of a duct bank are preferred over ducts in the secondary cable area to minimize the potential hazard to the fiber optic cable. During the field verification, the Customer shall rod and rope an empty duct to verify that it is clear and tag it as reserved for Customer’s use.

**WARNING: Installation of a fiber optic cable through ducts in the secondary cable area increases the potential for damage to the fiber optic cable as a result of electrical faults.**

5.1.2 In duct banks with various size empty ducts, the duct selected by Con Edison as the Maintenance Duct will be the largest duct.

5.1.3 When selecting ducts, consideration should be given to using ducts at the same elevations to minimize the space occupied by fiber optic cable in the manholes. When more than one duct is available that meets the above criteria, the one closest to the side walls of the manhole shall be selected.

5.2 Ducts selected for Customer’s use that are obstructed will be cleared at Customer’s expense. The charges for obstructed ducts will be direct billed to the customer.

5.3 As segments of the preliminary path are installed/constructed, the Con Edison Field Inspector or Company representative will prepare field notes (Duct card and Safety Check off Sheet) that include the location of the duct utilized by the Customer. (Reference Con Edison Specification EO-6826 “Procedure for Duct Identification”) The Con Edison Field Inspector or Company representative will provide a copy of these field notes to Maintenance and Construction (M&C) and TeAM’s Project Manager/Specialist for review and filing.

5.4 It is recommended that pulling rope left in ducts that are prepared for Customer’s fiber optic cable be the color “orange” to distinguish it from rope left

in ducts for electrical cable and shall also tag the rope to indicate Customer's name. The tag must identify the name of the Telecommunication Company and emergency contact phone number for notification at any time, 24 hours a day, 7 days per week.

5.5 Customer shall be responsible for all associated costs for work performed by Con Edison during off hours.

## **6 DESIGN, CONSTRUCTION, INSTALLATION AND MAINTENANCE CRITERIA**

6.1 Installations in or through Con Edison ducts, manholes, service entrance pipes and service boxes (collectively, "underground structures"):

The Customer has the right to use any contractor approved by Con Edison to perform Customer Make Ready Work. Should the Customer choose to use Con Edison to perform Customer work and should Con Edison agree to perform the work, Con Edison will enter into an agreement with the Customer separate from any agreements for required services. Any work by a Con Edison approved contractor to be hired by Customer shall be pursuant to a written contract that is submitted to Con Edison for review and approval in its sole discretion prior to Customer's entering into the contract. To obtain such approval, the contractor must have attended the NYSDOL approved Appendix 'A' Electrician training required by Local 3 IBEW Electricians. It must be demonstrated, among other things, that the contractor has experience with the installation of electrical or fiber optic cable in underground electrical structures, that the contractor will ensure that safe work practices are followed and that the contractor has a clear understanding of the regulatory and environmental requirements for the work.

6.1.1 The fiber optic cables and splices shall be located in manhole structures so as to keep the center area of the structures clear for working purposes. In manhole structures, the splices, if allowed, shall be located along the long walls. Con Edison's prior written approval is required before a splice enclosure is allowed to be installed in an electric manhole. No more than one fiber optic cable splice enclosure shall be allowed in any electric manhole without the prior written approval of Con Edison. (The Con Edison Project Manager/Specialist will coordinate approval for these splice locations with the appropriate personnel at Con Edison.) Fiber optic cable splices shall not be allowed in service boxes.

6.1.2 No permanent Customer power supplies or other auxiliary equipment will be allowed to be installed in any Con Edison subsurface structure.

6.1.3 Customer's fiber optic cable and any of Con Edison's innerduct installed by the Customer shall be installed to minimize interference with electrical cable, splices and other electric utility equipment in underground structures. When the fiber optic cables and innerduct enter and leave the manhole structure at the same elevation they shall be racked between the existing cables. If there is a need to change elevation of the fiber optic cables and innerduct within the manhole structure, or if the fiber optic cable or innerduct cannot be racked along the side wall, a joint field meet with a Con Edison cable splicing supervisor or representative will be required to determine how the cable is to be racked in the structure. The M&C Inspector will request a joint field meet by notifying Electric Operations.

6.1.4 All manholes and service boxes that contain Customer's fiber optic cables shall have a durable permanent tag attached in the manhole's chimney or in the service box, as applicable, indicating that the structure contains fiber optic cable. Customer's cable must be tagged in each manhole indicating the name of the Customer and a contact phone number for notification at any time 24 hours a day, seven days a week. Refer to Con Edison Specification EO-3011, latest issue, "Tags for Telecommunication Cable," and EO-100,155, latest issue, "Purchase Recommendation for Tags for Telecommunication Cable," for information regarding the use of these tags and approved suppliers.

6.1.5 Access to Con Edison underground structures: Customer shall obtain all necessary local municipal permits and/or other approvals before entering any Con Edison underground structures.

Customer shall provide Con Edison's Project Manager/Specialist with its proposed construction schedule ten (10) working days in advance of start of work. At each manhole or service box site where work is being performed, the Telecom customer shall provide the work crew with an operable cellular phone and telephone number or other acceptable communications equipment to the on site Con Edison inspector to allow immediate notification to Customer field forces should it become necessary for Con Edison to suspend operations. Access in certain manholes during system emergency conditions may not be permitted.

Con Edison "Electric Manholes":

The Customer will electronically mail the notification of any entry into a Con Edison Electric manhole to [MHIRBC@ConEd.com](mailto:MHIRBC@ConEd.com). Telecommunication Customers and approved contractors are not permitted

to enter a Con Ed electric manhole to perform work without a qualified Con Edison representative on site . The Telecommunications Customer and their contractor must have the following qualifications prior to entering a Con Edison electrical manhole.

- Telecommunications Customers or their contractors entering a manhole to perform work other than visual inspection must have attended the NYSDOL approved Appendix ‘A’ Electrician training. This is the training required by Local 3 IBEW Electricians.
- Any telecommunication Customer or contractor employee entering a manhole for any reason or working with person(s) entering a manhole must have successfully completed required training provided by The Learning Center (“TLC”) which includes ESP-7027, Overview of Electric Underground for Telecom and Subsurface Awareness training – ELE –5051. TLC issues a laminated card to non-company personnel successfully completing required training to indicate that they have met the training requirement. People entering manholes or assisting with entry must be in possession of the card issued by TLC and must produce the card if requested by a Company representative . Persons not in possession of the card may be considered “not approved” for entry.
- Telecommunications Customers or their contractors entering a manhole to perform visual inspection work must have successfully completed the required TLC training including ESP-7027 and be escorted by a Local 3 IBEW Electrician that has attended the NYSDOL approved Appendix ‘A’ training.

The only Con Edison electric manholes available for entry by telecommunication Customers or their contractors that have met all of the above training requirement are:

- Those manholes that have been determined safe for entry through documented inspection by Company personnel. Manholes determined safe for entry by Company personnel are available to the telecommunication Customers or their contractors for the 30 calendar day period following the inspection date.
- Once the 30-day period expires, the manhole is no longer considered safe for entry by the telecommunication Customers or their contractors and an additional inspection(s) will be required, at the Customer’s expense.
- Telecommunication Customers or their contractors entering the manhole during the 30-day period are required to perform a

documented inspection each time the manhole is closed and reopened. The inspection process and inspection form instructions are presented as part of the required training given at TLC.

- Telecommunication Customers and their contractors that are not Local 3 IBEW Electricians having the above mentioned Appendix A training will be restricted to a 72 hour manhole entry requirement and not the 30 Day Rule. . If inspection identifies a condition, other than electric related, that causes the manhole to be unsafe for entry, the cost for correcting the condition is borne by the telecommunication Customer as is the cost for the initial inspection and re-inspection after the corrective work is completed. These conditions include:
  - Insect infestation or rodents
  - Flush
  - Debris
  - Environmental issues
- If inspection identifies an unsafe *electric* condition resulting from Company facilities being out of specification, the facility will be repaired and the manhole will be re-inspected at no cost to the telecommunication Customer.

Con Edison “Telecommunication Manholes”:

Telecommunication manholes are those manholes constructed specifically for use by authorized telecommunication Customers. They do not contain any electrical distribution equipment, current carrying conductor, asbestos-containing material (ACM), oil filled equipment or any other hazardous substances associated with electrical manholes. Pre-inspection is not required for manholes designated as “telecommunication manholes”. However, the telecommunication Customer must make the following notifications:

- E-mail notification to [entrylog@coned.com](mailto:entrylog@coned.com) at least 24 hours **prior** to planned entry of a telecommunication manhole. The notification must contain the manhole number, location, the planned date and time of entry and the full name of the supervisor(s) on the job including the telephone number of the on-site Telecom supervisor.
- Notification to the Maintenance & Construction Department if any amount of oil or hazardous material is found in the telecommunication manhole or in case of emergency. Remediation of environmental

conditions in telecommunication manholes will be performed by Con Edison and charged to the Telecommunications Customer.

6.1.6 The work site set up shall be in accordance with Con Edison's "Work Area Protection and Traffic Control Field Manual", and all applicable New York City D.O.T. and local municipalities regulations pertaining to manhole access, in addition to standards established in Section 7.5.1 of this Operating Procedure.

6.1.7 No modification, penetration or excavation of or near manhole walls is permitted by Customer without the prior written approval of Con Edison. Any request for such work must be made through the Con Edison Project Manager/Specialist and include, in sufficient detail, a scope of work for Con Edison's evaluation. No excavation will be permitted unless all proper excavation permits have been obtained from the appropriate municipality.

6.1.8 Customer must re-install any conduit plugs which are removed as part of its work before closing a manhole structure. All occupied ducts in areas where Con Edison seals cable entries into structures shall have the innerducts and cables sealed in an approved manner to prevent any water or gas from entering all structures. All sealing materials must have MSDS approval in writing from the Project Manager/Specialist. All conduits, which connect Con Edison manhole structures to those of other companies, or building entrances, must be sealed. If these seals leak, Customer shall be responsible for any resulting damage and shall be notified to make repairs. If the repairs are not made promptly, Con Edison will do the repair at Customer's expense. This requirement is an essential element of the Service Agreement. Failure to comply will result in termination of the Service Agreement.

6.1.9 Customer must provide its own portable power supplies while working in Con Edison manholes or service boxes.

6.1.10 After each shift and upon completion of work in any manhole or service box, Customer shall remove all debris that resulted from their work. If debris is not removed promptly, Con Edison will remove the debris at Customer's expense. This requirement is an essential element of the Service Agreement. Failure to comply will result in termination of the Service Agreement.

6.1.11 Innerducts shall be installed to fully occupy the available duct. The innerduct shall be not less than 1 inch Inside Diameter (I.D.) and not more than 1 1/4 inch I.D. Requests for less than 1 inch I.D. will be considered on a case-by-case basis. Innerducts shall be installed to fully occupy the available duct. When the available duct cannot be fully

occupied due to field conditions, Customer shall install the maximum number of innerducts that field conditions permit. Innerducts installed in Con Edison ducts shall become the property of Con Edison once installed. Innerduct will be brought to, cut and tied to the first racking position in pull through manholes. Racking and arc-proofing of the innerduct, once installed must be completed within 30 working days. During this 30-day period, the innerduct may be temporarily secured and placed in the structure in such a manner that it will not interfere with entering and exiting of the structure or impede any other work that may take place in the structure. All innerduct that has been temporarily secured will be cut, racked, arc-proofed and permanently secured within the 30-working day period. . Failure to comply with the racking requirement is a safety hazard and will result in Con Edison racking Customer's cable at Customer's expense. This requirement is an essential element of the Service Agreement. Failure to comply will result in termination of the Service Agreement. In some cases it may be necessary to cut the smooth innerduct 6" upon entering the manhole and couple it with corrugated or split innerduct within the manhole, in order to make necessary bends for proper racking. If the manhole entered does not have stanchion and/or arms to rack the innerduct/fiber optic cable, the Con Edison representative will notify the Project Specialist who will have stanchions and/or arms installed. The installations of stanchions will be at the Telecom customer's expense. In cases where there are no stanchions or arms, the innerduct will be temporarily secured and strapped to the closest stanchion. In no case shall the innerduct be left in such a manner that it will either impede entrance into the manhole or obstruct work by other departments. Only Con Edison Personnel will install stanchions in electric manholes. .

All racking of cables and innerduct must be done so that they will not affect or obstruct Con Edison's or other Tenants' facilities. When entering manholes care must be taken not to lean or step on any electric cables and joints, innerducts or stanchions.

The Con Edison inspectors or Company representative have the right to suspend the work if they observe that it is not consistent with the Operating Procedures. Con Edison shall have no liability for any matter arising from or relating to any such work suspension.

6.1.12 Fiber optic cable used in Customer's route shall have no metallic elements. To protect against damage, it is recommended that the fiber optic cable use other types of rodent protection.

6.1.13 All fiber optic cable, innerduct and splice enclosures in electrical manholes shall be arc-proofed in accordance with Con Edison Specification EO-6025, "Procedure For Arc-proofing Cables," latest revision, using materials as approved in Con Edison Specification EO-

100,177, “Purchase Recommendation For Arc and Fire Proofing Material,” latest revision. All exposed fiber optic cables and splice enclosures shall be enclosed in an arc resistant covering.

6.3 Installations in substations:

6.3.1 All engineering, design and construction activities for the installation of fiber optic cable and splices and any conduits, raceways or other structures within the property line of substations must be performed by Con Edison or by contractors that Con Edison hires. Conduits, raceways or structures so installed shall become the property of Con Edison. Customer must provide any specific scope of work or design requirements to Con Edison’s Project Manager/Specialist. . The Project Manager/Specialist will insure that Customer is in agreement with the engineering design before proceeding with any construction activity. Customer may have a representative on site during construction to insure that the work is performed in accordance with its requirements.

6.3.2 Access to substation property for inspection or maintenance of Customer’s fiber optic cable or splices requires that Customer submit an entry request to the Central Substations Operations Center 24 hours in advance of the desired entry time. Con Edison will utilize reasonable efforts to support Customer’s with access during Customer’s declared emergency. The phone numbers for Central Substation Operations Center are 212-580-5425 and 5826 during normal business hours. In case of an emergency call 212-460-3848.

6.4 Installations on Con Edison transmission towers:

Only Con Edison personnel or Con Edison approved contractors may climb the transmission towers, install tower steel or hardware and construct, install and maintain fiber optic cable or splices on transmission towers. Any work by a Con Edison approved contractor to be hired by Customer shall be pursuant to a written contract. Con Edison may request, and Customer shall supply within 30 days, a copy of the contract for review. Contractors performing work relating to Con Edison transmission towers must demonstrate, among other things, that the contractor has prior experience working on transmission towers (see Section 7.5.4), has prior experience doing live line work and is qualified for same, that the contractor will ensure that safe work practices are followed and that the contractor has a clear understanding of the regulatory and environmental requirements for this work. The contract also must describe the work methods that the contractor intends to use.

6.4.1 The bulk of Con Edison’s overhead transmission network is a 345,000 volts system. **It is expected that the fiber optic cable will be installed with the high voltage feeders energized.**



6.4.2 Fiber optic cable suspended from Con Edison's transmission towers shall be of the all-dielectric self-supporting (ADSS) type.

6.4.3 In order for Customer to attach its fiber optic cables to Con Edison's high voltage towers, Con Edison must perform an electrical field evaluation to determine an optimum location for the cable attachment to the tower that minimizes the field effect on the fiber cable.

6.4.4 An engineering company, approved by Con Edison, shall be utilized by Customer for all engineering work required for the design of the fiber optic cable attachments to transmission towers. The completed design and analysis must be submitted to Con Edison's Chief Engineer, Planning and Engineering of System and Transmission Operations for review and approval at least 45 days prior to the proposed start of construction.

6.4.5 The right-of-way has extensive buried wire used for grounding of the transmission tower structures. Care must be exercised by Customer to protect this grounding system. Any damage to the grounding system must be reported to the Con Edison inspector and repaired at Customer's expense. The right-of-way also has buried gas mains and other electric facilities operated by other utilities.

6.4.6 The design for attaching fiber optic cable to a Con Edison transmission tower must be made in accordance with Con Edison Specification EO-1018, "Lattice Steel Transmission Towers," latest revision, and all applicable sections of the National Electric Safety Code. The structural analysis of the tower shall be made for all imposed loads caused by the fiber optic cable and shall be defined for all loading cases and shown for all members on the affected towers.

6.4.7 Hardware drawings, structural steel drawings and specifications for cable and equipment must be reviewed and approved by Con Edison prior to release of the drawings and specifications by Customer to Con Edison approved vendors and contractors for bidding or proposals. Customer must provide to Con Edison its list of recommended suppliers of structural steel, fiber optic cable and hardware for review and approval.

6.4.8 All structural modifications to the transmission tower must be completed prior to installation of fiber optic cable. Tower steel reinforcement and cable installation must be performed in accordance with the design package that is approved by Con Edison.

6.4.9 Whenever a Customer or any of its contractors are working within

the transmission line right of way, a Con Edison inspector must be present to insure the protection of Con Edison's property. Con Edison's Transmission Line Maintenance group generally will provide the inspectors.

**The Con Edison inspectors have the right to suspend the work if they observe that it is not consistent with the approved design package.**

Con Edison shall have no liability for any matter arising from or relating to any such work suspension. For initial start up of Customer's network construction and installation, Customer shall provide the Con Edison Project Manager/Specialist with written notification two weeks prior to start of the work. Thereafter, if the work is not continuous, Customer shall provide the Manager, Transmission Line Maintenance with 24-hours advance notification.

6.4.10 Construction equipment on the transmission right of way must be grounded to limit personnel exposure to electrostatic induced current to ground to less than 4.5mA as per ANSI-C2-1997.

6.4.11 No blasting is allowed on the transmission line right-of-way.

6.4.12 To obtain authorization for access to the transmission right of way or to obtain an inspector, call the Manager, Transmission Line Maintenance at 914-789-6668. If access is required on an emergency basis during off-hours call the Central Information Group (CIG) at (212) 580-6763 and they will contact the Transmission Line Maintenance emergency duty call out person. The Telecom customer can refer to TeAM Policy 0006-03-00 for access to High Tension Towers for additional information.

6.4.13 Access road improvements or tree trimming required for Customer's construction, installation or maintenance shall be at the sole expense of Customer .

## 6.5 Safeguards in Work

With regard to any work performed by telecommunication Customer or their contractor, at its expense, shall comply with the following:

6.5.1 Customer 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.

6.5.2 Customer shall provide all permanent and temporary shoring, anchoring and bracing required by the nature of the work to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing are not explicitly called for. Customer shall support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbing, sidewalks, fixtures and other public or private property that may be encountered or endangered in the prosecution of the work.

6.5.3 In accordance with the rest of this Section 6.5 and without limitation thereof, Customer shall test all areas, excavations, openings, manholes and boxes, for an adequate supply of oxygen and for any and all toxic, harmful or combustible gases or fumes or other dangerous substances before and during the course of the work and shall provide all the necessary equipment, including, but not limited to, all oxygen deficiency and gas testing apparatus required for such tests.

6.5.4 Customer shall strictly observe safety requirements of applicable federal, state and municipal laws and regulations, including, without limitation, the Federal Occupational Safety and Health Act. Customer shall cause all equipment and structures, the place of work and the ways and approaches thereto to meet the requirements of all public authorities. Customer 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. Customer 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.

6.5.5 Con Edison may inspect Customer's facilities in, on, over or through the Con Edison Facilities and its installation, construction or maintenance work at any time. If in the opinion of Con Edison's authorized representative such facilities or work or conditions created are unsafe or fail to comply with this Operating Procedure, the Service Agreement or applicable laws or regulations, Con Edison may stop the work until such practices and conditions are corrected or take any other action detailed in the Service Agreement. Con Edison shall have no liability for any matter arising from or relating to any such work stoppage.

6.5.6 Customer 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 section, and shall defend and indemnify Con Edison against any liability resulting in whole or in part from such failure or neglect.

6.5.7 If the work involves pipeline facilities for the transportation of gas, hazardous liquids or carbon dioxide or a liquefied natural gas facility subject to Part 192, 193 or 195 of Title 49 of the Code of Federal Regulations (CFR), Customer shall comply, and shall require its employees to comply, with the drug and alcohol testing requirements of 49 CFR Part 199. Customer shall maintain and follow written anti-drug and alcohol misuse plans and shall provide the testing, education, and training required by the Regulations. Customer shall allow access to its property and records concerning the plans and their implementation to Con Edison, to the Department of Transportation Administrator, and to representatives of federal or state authorities having jurisdiction for the purposes of monitoring compliance with these requirements.

## 6.6 Performance

With regard to any work performed by Customer and/or their contractor, the Customer or and/or their contractor, at its expense, shall comply with the following:

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

6.6.2 Customer shall perform the work in accordance with the following:

6.6.2.1 All equipment, tools, other construction aids and materials utilized by contractor shall be of high quality and in good working order. If, in the opinion of Con Edison, any of contractor's equipment, supplies, tools, other construction aids or materials are unsafe or inadequate, Customer shall remove such items from the site immediately and replace them with safe and adequate substitutes at contractor's expense. Customer shall be fully and solely responsible for and shall safeguard its equipment, tools, supplies, other construction aids and materials at all times.

Customer shall provide adequate storage for all such items used in connection with the work.

6.6.2.2 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.

6.6.2.3 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). Customer shall comply fully with all local rules and regulations relative to fire protection, shall keep the structure and premises free from burnable trash and debris, and shall exercise every precaution against fire. This shall include, but not be limited to, posting a fire watch, with appropriate fire fighting equipment, during all welding, burning, stress relief and other heating operations. Customer shall assure that the fire watch is informed of the site fire control procedures and remains posted during breakfast, lunch and dinner periods and until one hour after such heating operations have stopped.

## 6.7 Protection of Persons, Work and Property

With regard to any work performed by Customer or their contractor, Customer, at its expense, shall comply with the following:

6.7.1 In the course of performing the work, Customer shall at all times exercise every reasonable precaution to protect persons and property and items of work. Customer 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. Customer shall provide and maintain in good working order at all times an adequate, approved system for promptly extinguishing fires. Such equipment shall be continually inspected by Customer and shall at all times be accessible and ready for immediate use.

6.7.2 Customer 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 Con Edison. Safety hats shall be worn at all times in the work area.

6.7.3 Customer shall comply with all reasonable requests of Con Edison to enclose or specially protect work, property or persons. If Con Edison 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. Con Edison shall have no liability for any matter arising from or relating to any such work suspension.

6.7.4 Customer 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, Customer shall promptly report it in writing to Con Edison, giving full details of the claim.

6.7.5 If in the reasonable opinion of Customer greater precautions than those required herein or directed by Con Edison are advisable, Customer shall implement such precautions. In the event of an emergency threatening injury to persons or damage to property, Customer shall take all necessary action immediately and shall promptly notify Con Edison thereof.

6.7.6 Customer is required to assure 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 Con Edison 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. Customer shall be required to reimburse Con Edison for all costs associated with the cleanup of leaks and spills.

6.7.7 Customer shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the progress of the work or the work of any other contractors; clean up and removal on a daily basis and more frequently if directed by the Con Edison representative all refuse, rubbish, scrap materials, and debris so that at all times the work site shall present a neat, orderly and workmanlike appearance; and remove all surplus material, false work, and temporary structures, including any foundations thereof. If, in the opinion

of Con Edison, Customer has failed to comply with any provisions of this Section, a Con Edison Field Inspector or Company representative may order any or all of the work suspended until the conditions are corrected. Con Edison shall have no liability for any matter arising from or relating to any such work suspension.

6.7.8 Should it reasonably appear to Con Edison, 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, the Con Edison Field Inspector or Company representative shall have the option to :

- (a) stop the continuation of such work (without any liability for any matter arising from or relating to such work stoppage); and
- (b) require Customer to reconstruct, replace or correct the applicable work and remedy any damage to property of Con Edison and others occasioned by such work or the materials, methods or processes employed in connection therewith; or
- (c) perform or have performed by another all tasks stated in paragraph 6.7.8(b) at Customer's expense.

## **7 Safety, Environmental and Training**

7.1 Customer's personnel and its contractors must wear OSHA approved hard hats, safety vest, safety shoes, long sleeve shirts and 100% natural fiber clothing while working in or on Con Edison substations, generating stations, transmission towers, transmission tower rights-of-way or underground structures or wherever such safety equipment should be used. **ENTRY WILL BE PROHIBITED WITHOUT APPROPRIATE SAFETY CLOTHING, PERSONAL PROTECTIVE EQUIPMENT AND TRAINING.**

7.2 Neither Customer nor its contractors shall be allowed to work in any structure containing live exposed electrical equipment. Work in these structures must be performed by Con Edison personnel.

7.3 Material Safety Data Sheets ("MSDS") for all materials, chemicals and hazardous substances to be used in any construction, installation or maintenance activity by Customer or its contractors must be submitted for review and approval to Con Edison's Industrial Hygiene and Safety Service Department through the Project Manager/Specialist at least 30 days prior to construction, installation or maintenance. This MSDS requirement applies to all materials to be used

including those relating to or comprising fiber optic cable, splice enclosures and innerduct.

7.4 Con Edison or its contractors will perform all environmental inspections and abatement work on Con Edison's property or facilities at Customer's expense. Whenever Customer or its contractors must open a manhole or service box for entry, a Con Edison employee will conduct an inspection to determine whether the structure is safe for entry. Refer to section 6-1-5 for further clarification. The Con Edison employee will determine whether any further action is required. Customer will be billed and be responsible for all costs associated with these inspections and any necessary corrective actions to make the structure safe for entry. Should the work require that a particular manhole or service box be revisited over a period exceeding 30 days, the structure must be re-inspected by Con Edison inspectors.

7.4.1 Customer must submit to the Project Manager/Specialist a Health and Safety Plan (HASP) for all work planned in, on, over, under or through Con Edison facilities. This plan must be submitted for review and approval at least 30 days prior to start of construction. Work cannot commence until Con Edison approves this plan.

7.4.2 Under no circumstance may Customer or its contractor cause any mud or debris from a manhole to be placed on any road or sidewalk surface.

7.4.3 Customer shall be responsible for all costs relating to any removal, management, and/or disposal of any waste generated on or about Con Edison property in connection with any construction, installation, maintenance, or operation of Customer's Facilities. Also if Customer or its contractors violate any environmental laws, rules or regulations, Customer 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. Customer and its contractors will be prohibited from performing any further work on Con Edison property until they demonstrate that they have properly corrected their operations. Repeat violations may result in Customer and/or its contractors being prohibited from doing any further work on Con Edison property.

7.5 Personnel Training Requirements: All personnel of Customer or its contractors who will be entering Con Edison underground structures must have successfully completed the following training offered by Con Edison (or training offered by others that is determined by Con Edison to be equivalent to the training offered by it) and maintain the training current as required by OSHA regulations. Such personnel must submit proof that such training has been completed and maintained to Con Edison for review and approval at least 5 days prior to scheduled entry into such



structures. Customer shall determine that the personnel who have received the required training have demonstrated proficiency in these work practices.

7.5.1 The following is a minimum list of training requirements:

- Telecom Underground awareness safety training
- OSHA Awareness TELECOM
- Subsurface Awareness training
- Dewatering Procedure for Manholes
- Confined / Enclosed space entry and rescue procedures
- Distribution Systems
- Cable racking in structures
- First Aid and CPR

7.5.2 The basic program offered by Con Edison is three days which includes one day of cable pulling. If additional training is required for cable pulling, the program offered by Con Edison is extended by four days, making it a 7-day program. First Aid and CPR adds one additional day to each program. Pricing that is offered by Con Edison for such training is available by contacting the Con Edison Project Manager/Specialist. This pricing as is course duration and content, is subject to periodic change.

7.5.3 The Customer's Project Manager must make available, upon request, a list of Customer's employees or contractors who have satisfactorily completed this training and have demonstrated proficiency in the work practices involved and the most recent date of qualification. If a Con Edison supervisor finds any Customer employees or contractors working at a site who are not on the list or who have not been trained or whose training is out of date, Con Edison will terminate such work at that location immediately without any liability.

7.5.4 In addition to the above requirements any person working on a transmission tower must be a trained electrical worker from Local 1249. Any person working in, on, over, under or through Con Edison facilities must be a Con Edison employee or a trained electrical worker belonging to the IBEW Local 3 and must have completed the NYSDOL approved Appendix 'A' Electrician training. Personnel who will be on the right of

way for buried installations must be qualified excavation operators familiar with the hazards of working around or near high voltage transmission lines and knowledgeable of the appropriate precautions.

## **8 Maintenance Practices**

8.1 When performing maintenance work on existing Customer facilities, in addition to the requirements stated previously, Customer will be required to abide by the following:

8.1.1 If Customer and Con Edison need access to the same structure, Con Edison has priority when Con Edison system problems are involved. If Con Edison is performing non-emergency work and Customer has repairs to be made, Customer generally will be given priority. During Con Edison emergencies, reasonable efforts will be made to accommodate repair work by Customer. Refer to TeAM Policy 001-02-00, Emergency Access to Electric facilities.

8.1.2 If Con Edison requires that a fiber optic cable or splice belonging to Customer be repositioned within an underground structure, Customer shall perform the work within 24 hours after being notified by Con Edison. If such work is not performed within such period or if such work must be performed sooner, Con Edison may cause such work to be performed at Customer's expense.

## **9 Recall Of Con Edison Facilities; Construction Of New Facilities**

Con Edison has the right to "recall" any portion of the Con Edison Facilities when it determines that it requires such portion for any "Public Utility Purposes". While Con Edison has no obligation to do so, Con Edison, in its sole discretion, may, in lieu of recalling such Con Edison Facilities or as part of the recall of such Con Edison Facilities, offer an alternative to Customer that includes the telecommunications class bearing the expense of constructing a new facility or facilities (a) that will be utilized for the "Use For Public Utility Purposes" instead of the Con Edison Facilities that otherwise would be recalled (thereby permitting the affected portion of Customer's route to remain in place) or (b) to which the affected portion of Customer's route will be relocated following its removal from the recalled Con Edison Facilities.

In the event that the recalled Con Edison Facilities consists of ducts which were newly constructed for Customer at the Telecommunication's Class' expense and were funded by the telecommunications class Con Edison may at any time recall

for “Public Utility Purposes” the Con Edison Facilities currently being used by Customer provided that Con Edison makes available to Customer and other members of the telecommunications class (defined in the Rates and Services) an alternative route at the electric class’ expense.

**10 Record Keeping**

As construction, installation or maintenance activity is completed, “As Constructed Drawings” showing the duct containing Customer’s fiber optic cable, and other modifications that result from this activity shall be prepared by Con Edison. The conduit, pole, tower and right-of-way databases used by Con Edison to identify licensed users must also be updated. The database also will indicate all splice locations, the number of innerducts installed in each section and the licensee for each innerduct. Customer will reimburse Con Edison for this work and for updates to the database associated with its work

**11 Performance By Con Edison Or Its Contractors**

Con Edison shall not be liable to Customer for any failure by Con Edison or its contractors to perform or for any delay by Con Edison or its contractors in performing any responsibility or obligation referenced in this Operating Procedure or any other responsibility or obligation relating to the construction, installation, operation or maintenance of Customer’s route.

**12 Miscellaneous**

12.1 References in this Operating Procedure shall be construed in the sole discretion of Con Edison, which is not to be judged by any standard of reasonableness or any other similar standard.

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